

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 24, 2023**

AGENDA

9:30	Done	Presentations
9:30	Done	Presentation of the Don Smith Award
9:30	Adopted Report #1	Report on General Assembly Activities
10:00	Done	Board Organization and Appointments of Board Members to Various Regional and Internal Boards and Committees
10:00	Done	Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
10:30	Done	Matters Presented by Board Members
10:30	Done	Items Presented by the County Executive

**ADMINISTRATIVE
ITEMS**

1	Approved	Supplemental Appropriation Resolution AS 23158 for the Department of Family Services to Accept Workforce Innovation Grant Funding from Virginia Community College System to Support the Northern Virginia Career Pathways for Refugees Initiative
2	Approved	Authorization for the Office of Environmental and Energy Coordination to Apply for and Accept Grant Funding from the U.S. Department of Energy to Support the Charge Up Fairfax Program
3	Approved	Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Braddock Ridge Drive (Sully District)
4	Approved	Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Huntsman Boulevard (Springfield District)
5	Approved	Discontinuance of a Portion of Route 1049 (Mackall Avenue) from the Secondary System of State Highways (Dranesville District)
6	Approved	Discontinuance of a Portion of Route 676 (Clark’s Crossing Road) from the Secondary System of State Highways (Hunter Mill District)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 24, 2023**

**ADMINISTRATIVE
ITEMS
(continued)**

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|---|-----------------|---|
| 7 | Approved | Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Covington Community Parking District (Providence District) |
| 8 | Approved | Authorization for the Department of Family Services Division of Domestic and Sexual Violence Services to Apply for and Accept Grant Funding from the Virginia Department of Social Services to Support Healthy Youth Prevention Education |
| 9 | Approved | Authorization for the Department of Neighborhood and Community Services to Request the Consolidation of the Head Start and Early Head Start Grant and Early Head Start Child Care Partnership and Expansion Grant from the U.S. Department of Health and Human Services |

ACTION ITEMS

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|---|-----------------|---|
| 1 | Approved | Approval of the Board of Supervisors' Regular Meeting Schedule for Calendar Year 2023 and Authorization for the Chairman to Postpone a Scheduled Meeting in the Event of Weather or Other Hazardous Conditions |
| 2 | Approved | Approval of a Parking Reduction for Vista Apartments Multi-Family Development (Braddock District) |
| 3 | Approved | Designation of the Residences at the Government Center II Site as a Revitalization Area (Braddock District) |
| 4 | Approved | Resolution to Support the Abandonment of a Portion of Lincolnia School Route 9610 (Mason District) |
| 5 | Approved | Approval of a Resolution Endorsing Projects for Submission to the Northern Virginia Transportation Commission for the Fiscal Years 2024-2025 I-395/I-95 Commuter Choice Program (Franconia, Mason, Mount Vernon, and Springfield Districts) |
| 6 | Approved | Approval of Revisions to Chapters 2, 4, and 8 of the Personnel Regulations |

**CONSIDERATION
ITEMS**

- | | | |
|---|-----------------|------------------------|
| 1 | Approved | Election Year Policies |
|---|-----------------|------------------------|

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 24, 2023**

**CONSIDERATION
ITEMS
(continued)**

2	Denied	Appeal of John Zecca's and Lindsay Noble from a Decision of the Exception Review Committee Pursuant to the Chesapeake Bay Preservation Ordinance, <i>Code of the County of Fairfax, Virginia</i> , for Langley Forest, Lot 13A, Section 1; Tax Map No. 021-4-06-0013A (Dranesville District)
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CLOSED SESSION

Done	Closed Session
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ANNUAL MEETING

3:30	Held	Annual Meeting of the Fairfax County Solid Waste Authority
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**PUBLIC
HEARINGS**

3:30	Deferred to 2/7/23 at 1:30 p.m.	Public Hearing on RZ 2021-PR-00030 (Fairfax County School Board, A Body Corporate) (Providence District)
3:30	Approved	Public Hearing on SE 2022-HM-00022 (Maria G. Jimenez) (Hunter Mill District)
3:30	Approved	Public Hearing to Consider an Ordinance Establishing a Property Classification and Tax Rate for Real Property Owned by Certain Surviving Spouses of Members of the Armed Forces who Died in the Line of Duty
3:30	Approved	Public Hearing on Proposed Amendments to Fairfax County Code Section 84.1-8-3, Vehicle Requirements
4:00	Approved	Public Hearing on Proposed Plan Amendment 2022-IV-MV1 Beacon of Groveton, Located at the Northwest Quadrant of the Intersection of Richmond Highway and Groveton Street (Franconia District)
4:00	Approved	Public Hearing on a Proposed Plan Amendment (PA) 2022-III-FC2 for Affordable Housing on the Government Center Campus, at the Intersection of Government Center Parkway and Post Forest Drive (Braddock District)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 24, 2023**

**PUBLIC
HEARINGS
(continued)**

4:00	Approved	Public Hearing on a Proposed Zoning Ordinance Amendment to Chapter 112.1 Re: Minor and Editorial Revisions
4:00	Approved	Public Hearing on Proposed County Code Amendments Re: County Code Amendments for Consistency with New Chapter 112.1
4:30	Approved	Public Hearing to Consider Amendments to the Code of the County of Fairfax, Virginia - Chapter 3 (County Employees), Article 1 (Personnel Administration), Sections 3-1-1 (Purposes of Article; Definitions) and 3-1-2 (County Service and Divisions Thereof), and Article 5 (Financial Disclosures), Section 3-5-2.1 (Disclosures of Financial Interest)
4:30	Approved	Public Hearing on a Proposal to Vacate and Abandon Portions of Scotts Crossing Road (Providence District)
4:30	Approved	Public Hearing on Approval of the Upper Occoquan Sewage Authority 2022 Restated and Amended Service Agreement



Fairfax County, Virginia

BOARD OF SUPERVISORS

AGENDA

Tuesday
January 24, 2023

9:30 a.m.

PRESENTATIONS

- RESOLUTION — To recognize the Langley High School Golf Team for its accomplishments. Requested by Supervisor Foust. Speaker: Al Berg, Coach, Langley High School Golf Team.
- RESOLUTIONS — To recognize Shelley Murphy, Wesley Housing, and Michelle Krocker, Northern Virginia Housing Alliance, for their accomplishments. Requested by Chairman McKay and Supervisor Foust. Speakers: Shelley Murphy, former CEO, Wesley Housing and Michelle Krocker, former Executive Director, Northern Virginia Housing Alliance.
- PROCLAMATION — To designate January 2023 as Human Trafficking Awareness Month in Fairfax County. Requested by Chairman McKay and Supervisor Herrity. Speaker: Kim Luckabaugh, Executive Director, Reset180.
- PROCLAMATION — To designate January 16-22, 2023, as Community Risk Reduction Week. Requested by Chairman McKay. Speaker: Deputy Chief Tracey Reed, Special Operations, Community Risk Reduction, Fairfax County Fire and Rescue Department.

STAFF:

Tony Castrilli, Director, Office of Public Affairs
Jeremy Lasich, Office of Public Affairs

Board Agenda Item
January 24, 2023

9:30 a.m.

Presentation of the Don Smith Award

ENCLOSED DOCUMENTS:

None.

PRESENTED BY:

Sean Corcoran, Chairman, Employee Advisory Council (EAC)

Board Agenda Item
January 24, 2023

9:30 a.m.

Report on General Assembly Activities

ENCLOSED DOCUMENTS:

Documents available online at <https://www.fairfaxcounty.gov/boardofsupervisors/>, under "2023 Board Legislative Reports," by January 23, 2023.

PRESENTED BY:

Supervisor James R. Walkinshaw, Chairman, Board of Supervisors' Legislative Committee
Bryan J. Hill, County Executive

Board Agenda Item
January 24, 2023

10:00 a.m.

Board Organization and Appointments of Board Members to Various Regional and Internal Boards and Committees

ENCLOSED DOCUMENTS:

Attachment 1 - Listing of Interjurisdictional Committees and Inter- and Intra-Governmental Boards and Committees for Calendar Year 2023

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

**INTERJURISDICTIONAL COMMITTEES AND INTER- AND INTRA-
GOVERNMENTAL BOARDS AND COMMITTEES FOR CALENDAR YEAR 2023**

INTERJURISDICTIONAL COMMITTEES

ALEXANDRIA

Daniel Storck, Chairman
Jeffrey McKay
Penelope Gross
Rodney Lusk

ARLINGTON

Penelope Gross, Chairman
Jeffrey McKay
John Foust
Dalia Palchik

DISTRICT OF COLUMBIA

Jeffrey McKay, Chairman
James Walkinshaw
Dalia Palchik
Daniel Storck

FAIRFAX CITY

James Walkinshaw, Chairman
Jeffrey McKay
Dalia Palchik

FALLS CHURCH

Penelope Gross, Chairman
Jeffrey McKay
John Foust
Dalia Palchik

**FORT BELVOIR (Board of Advisors/Base Realignment and
Closure)**

Jeffrey McKay
Patrick Herrity
Rodney Lusk
Daniel Storck

HERNDON

John Foust, Chairman
Jeffrey McKay
Walter Alcorn

LOUDOUN COUNTY

Kathy Smith, Chairman
Jeffrey McKay
John Foust
Walter Alcorn

PRINCE WILLIAM

(includes UOSA, City of Manassas, and City of Manassas Park)
Kathy Smith, Chairman
Jeffrey McKay
Patrick Herrity
Daniel Storck

VIENNA

Walter Alcorn, Chairman
Jeffrey McKay
John Foust
Dalia Palchik

INTERGOVERNMENTAL BOARDS AND COMMITTEES

(including Federal and State)

COMMUNITY CRIMINAL JUSTICE BOARD

Dalia Palchik

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
(COG)**

COG BOARD OF DIRECTORS

Jeffrey McKay, Principal
Rodney Lusk, Principal
Penelope Gross, Principal
James Walkinshaw, Alternate
Daniel Storck, Alternate
Walter Alcorn, Alternate

**COG METROPOLITAN WASHINGTON AIR QUALITY
COMMITTEE**

Daniel Storck, Principal
Penelope Gross, Principal
James Walkinshaw, Alternate
Kambiz Agazi (staff), Alternate (for any member)

**COG CHESAPEAKE BAY AND WATER RESOURCES
POLICY COMMITTEE**

Penelope Gross, Principal
Daniel Storck, Principal

**COG CLIMATE, ENERGY AND ENVIRONMENTAL
POLICY COMMITTEE**

Penelope Gross, Principal
Kambiz Agazi (staff), Principal

COG EMERGENCY PREPAREDNESS COUNCIL

Rodney Lusk, Principal

**COG HUMAN SERVICES AND PUBLIC SAFETY
COMMITTEE**

Penelope Gross
Rodney Lusk

COG REGION FORWARD COMMITTEE

Jeffrey McKay, Principal
Penelope Gross, Principal
James Walkinshaw, Principal

**COG TASK FORCE ON REGIONAL WATER SUPPLY
ISSUES**

Penelope Gross

**COG NATIONAL CAPITAL REGION TRANSPORTATION
PLANNING BOARD**

Walter Alcorn, Principal
James Walkinshaw, Principal
Jeffrey McKay, Alternate
Rodney Lusk, Alternate

**GEORGE MASON UNIVERSITY FAIRFAX CAMPUS ADVISORY
BOARD**

James Walkinshaw
Patrick Herrity
Jim Zook (Chairman's designee)

INOVA HEALTH CARE SERVICES BOARD

James Walkinshaw

INOVA HEALTH SYSTEMS BOARD

Penelope Gross

NORTHERN VIRGINIA REGIONAL COMMISSION (NVRC)

Patrick Herrity
James Walkinshaw
Penelope Gross
Dalia Palchik
Walter Alcorn
Rodney Lusk
Kathy Smith

NORTHERN VIRGINIA TRANSPORTATION COMMISSION (NVTCT)

(including WMATA and VRE Representatives)

Walter Alcorn; Principal, VRE Operation; Alternate, WMATA

James Walkinshaw; Principal, VRE Operation

John Foust

Dalia Palchik

Jeffrey McKay; Alternate, VRE

Daniel Storck, Alternate; Principal, VRE Operation

PHASE I DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION

Jeffrey McKay

John Foust

Walter Alcorn

Dalia Palchik

PHASE II DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION

Jeffrey McKay

John Foust

Walter Alcorn

Kathy Smith

POTOMAC WATERSHED ROUNDTABLE

Penelope Gross

Eleanor Ku Coddling, P.E., Alternate

ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION

Jeffrey McKay

John Foust

Walter Alcorn

Kathy Smith

VACo BOARD OF DIRECTORS (REGIONAL DIRECTORS)

(Recommendations. The Board of Supervisors makes recommendations to VACo for consideration.)

Jeffrey McKay

Penelope Gross

Kathy Smith

James Walkinshaw

Daniel Storck

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA)

(Appointed by NVTCT. The Board of Supervisors makes recommendations for consideration.)

Walter Alcorn, Alternate

INTRAGOVERNMENTAL AND OTHER COMMITTEES

AUDIT COMMITTEE

Daniel Storck, Chairman
Dalia Palchik, Vice-Chairman
Rodney Lusk
Patrick Herrity

BUDGET POLICY COMMITTEE

(Committee of the Whole)
Jeffrey McKay, Chairman
John Foust, Vice-Chairman
Kathy Smith, 2nd Vice-Chairman

ECONOMIC ADVISORY COMMISSION

(Committee of the Whole)
John Foust, Chairman
Daniel Storck, Vice-Chairman

ECONOMIC INITIATIVES COMMITTEE

(Committee of the Whole)
John Foust, Chairman
Daniel Storck, Vice-Chairman

ENVIRONMENTAL COMMITTEE

(Committee of the Whole)
Daniel Storck, Chairman
Penelope Gross, Vice-Chairman

HEALTH AND HUMAN SERVICES COMMITTEE

(Committee of the Whole)
Dalia Palchik, Chairman
John Foust, Vice-Chairman

HOUSING COMMITTEE

(Committee of the Whole)
John Foust, Chairman
Dalia Palchik, Vice-Chairman

INFORMATION TECHNOLOGY COMMITTEE

(Committee of the Whole)
Walter Alcorn, Chairman
Patrick Herrity, Vice-Chairman

LAND USE POLICY COMMITTEE

(Committee of the Whole)
Kathy Smith, Chairman
Walter Alcorn, Vice-Chairman

LEGISLATIVE COMMITTEE

(Committee of the Whole)
James Walkinshaw, Chairman
Jeffrey McKay, Vice-Chairman

OLDER ADULTS COMMITTEE

(Committee of the Whole)
Patrick Herrity, Chairman
James Walkinshaw, Vice-Chairman

PERSONNEL AND REORGANIZATION COMMITTEE

(Committee of the Whole)
Penelope Gross, Chairman
Rodney Lusk, Vice-Chairman

SAFETY AND SECURITY COMMITTEE

(Committee of the Whole)
Rodney Lusk, Chairman
James Walkinshaw, Vice-Chairman

SUCCESSFUL CHILDREN AND YOUTH POLICY TEAM

Dalia Palchik
Rodney Lusk

TRANSPORTATION COMMITTEE

(Committee of the Whole)
Walter Alcorn, Chairman
Kathy Smith, Vice-Chairman

Board Agenda Item
January 24, 2023

10:00 a.m.

Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard January 24, 2023

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

January 24, 2023

FINAL COPY

APPOINTMENTS TO BE HEARD JANUARY 24, 2023
(ENCOMPASSING VACANCIES PROJECTED THROUGH **JANUARY 31, 2023)**
 (Unless otherwise noted, members are eligible for reappointment)

**A. HEATH ONTHANK MEMORIAL AWARD
 SELECTION COMMITTEE (1-year term)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Clifford L. Fields; appointed 1/96-1/03 by Hanley; 1/04-1/08 by Connolly; 2/09- 1/20 by Bulova) Term exp. 1/21 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's
Jane Gwinn (Appointed 1/21-1/22 by Walkinshaw) Term exp. 1/23	Braddock District Representative	Jane Gwinn	Walkinshaw	Braddock
Kerrie Wilson (Appointed 1/10-7/21 by Foust) Term exp. 1/22	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Deborah Woolen; appointed 11/20-3/22 by Lusk) Term exp. 1/23 <i>Resigned</i>	Franconia District Representative		Lusk	Franconia

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**A. HEATH ONTHANK MEMORIAL AWARD
SELECTION COMMITTEE (1-year term)**

Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Catherine Shaw; appointed 1/20-2/22 by Alcorn) Term exp. 1/23 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
VACANT (Formerly held by Mary Frances Tunick; appointed 10/20-3/21 by Gross) Term exp. 1/22 <i>Resigned</i>	Mason District Representative	Suzanne Holland	Gross	Mason
Wesley Speer (Appointed 2/22 by Storck) Term exp. 1/23	Mount Vernon District Representative	Wesley Speer	Storck	Mount Vernon
Ernestine Heastie (Appointed 2/04-2/19 by Smyth; 1/20-2/22 by Palchik) Term exp. 1/23	Providence District Representative	Ernestine Heastie	Palchik	Providence
Philip Rosenthal (Appointed 1/92-2/08 by McConnell; 1/09-2/22 by Herrity) Term exp. 1/23	Springfield District Representative	Philip Rosenthal	Herrity	Springfield
Michael Coyle (Appointed 2/17-1/22 by Smith) Term exp. 1/23	Sully District Representative	Michael Coyle	Smith	Sully

ADVISORY SOCIAL SERVICES BOARD
(4-year terms – limited to 2 full terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Nancy Dalton Hall (Appointed 9/14-9/18 by Gross) Term exp. 9/22 <i>Not eligible for reappointment</i>	Mason District Representative	Julian De Phillips	Gross	Mason

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Richard N. Rose (Appointed 7/97-4/01 by Hanley; 9/05-5/09 by Connolly; 6/13- 6/17 by Bulova) Term exp. 5/21	Builder (Multi-Family) Representative		By Any Supervisor	At-Large
Renko R. Hardison (Appointed 6/18 by McKay) Term exp. 5/22	Citizen Representative		By Any Supervisor	At-Large
James H. Scanlon (Appointed 6/93-5/17 by Bulova) Term exp. 5/21	Engineer/Architect/ Planner #1 Representative		By Any Supervisor	At-Large
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large

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AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Francis C. Steinbauer (Appointed 8/02-5/18 by Hudgins) Term exp. 5/22	Non-Profit Housing Representative		By Any Supervisor	At-Large

AFFORDABLE HOUSING ADVISORY COUNCIL (AHAC) (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
New Position	Mason District Representative		Gross	Mason

CONFIRMATION NEEDED:

- Ms. Kamilah McAfee as the Affordable Housing Developer/Owner Representative

AIRPORTS ADVISORY COMMITTEE (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert K. Ackerman (Appointed 1/08-1/20 by Foust) Term exp. 1/23	Dranesville Business Representative		Foust	Dranesville
VACANT (Formerly held by Edward Robichaud; appointed 2/11-11/17 by Hudgins; 1/20 by Alcorn) Term exp. 1/23 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
Kristi Stolzenberg (Appointed 6/21 by Gross) Term exp. 1/23	Mason District Representative		Gross	Mason

**ALCOHOL SAFETY ACTION PROGRAM LOCAL
POLICY BOARD (ASAP) (3-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Grant J. Nelson Appointed 10/95-5/01 by Hanley; 6/04-9/07 by Connolly; 6/10- 9/19 by Bulova) Term exp. 6/22	At-Large #2 Representative		By Any Supervisor	At-Large
Darren Dickens (Appointed 11/96- 5/01 by Hanley; 6/04- 10/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Jayant Reddy; appointed 1/16-7/18 by Bulova) Term exp. 8/21 <i>Resigned</i>	At-Large #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Richard Bolger; appointed 1/21 by McKay) Term exp. 10/23 <i>Resigned</i>	At-Large #5 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Terry Adams; appointed 11/11-7/13 by Gross) Term exp. 6/15 <i>Resigned</i>	Mason District Alternate Representative		Gross	Mason
VACANT (Formerly held by Kelly Ego-Osuala; appointed 1/21 by Palchik) Term exp. 9/24 <i>Resigned</i>	Providence District Alternate Representative		Palchik	Providence

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1-year term)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Raymond Smith; appointed 7/20-6/22 by Walkinshaw) Term exp. 6/23 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock
VACANT (Formerly held by Barbara Glakas; appointed 1/12-6/19 by Foust) Term exp. 6/20 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville

BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4-year terms)

NOTE: No official, technical assistant, inspector or other employee of the Department of Public Works and Environmental Services, Department of Planning and Development, or Fire and Rescue Department shall serve as a member on this Board.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Wayne Bryan; appointed 6/13-2/17 by Bulova) Term exp. 2/21 <i>Resigned</i>	Alternate #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Thomas J. Schroeder; appointed 06/92-2/17 by Bulova) Term exp. 2/21 <i>Resigned</i>	Design Professional #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Daren Shumate; appointed 2/16-7/20 by Gross) Term exp. 2/24 <i>Resigned</i>	Design Professional #5 Representative		By Any Supervisor	At-Large

**BOARD OF EQUALIZATION OF REAL ESTATE
ASSESSMENTS (BOE) (2-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Asim Elfaki (Appointed 5/18-12/18 by Bulova; 1/21 by McKay) Term exp. 12/22	At-Large #1 Representative		By Any Supervisor	At-Large

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**BOARD OF EQUALIZATION OF REAL ESTATE
ASSESSMENTS (BOE) (2-year terms)**
Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Maria Dolores Quintela; appointed 2/20-11/21 by McKay) Term exp. 12/23 <i>Resigned</i>	Professional #1 Representative		By Any Supervisor	At-Large
Noelle M. Holmes (Appointed 5/06- 12/08 by Connolly; 12/10-12/18 by Smyth; 12/20 by Palchik) Term exp. 12/22	Professional #4 Representative		By Any Supervisor	At-Large

CHILD CARE ADVISORY COUNCIL (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Pam Tinker; appointed 9/16-9/19 by McKay; 10/21 by Lusk) Term exp. 9/23 <i>Resigned</i>	Franconia District Representative	Evelyn Evans	Lusk	Franconia

CITIZEN CORPS COUNCIL, FAIRFAX COUNTY (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Andrea C. McCarthy; appointed 6/20 by Alcorn) Term exp. 5/22 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
VACANT (Formerly held by Joseph Hansen; appointed 9/20 by Storck) Term exp. 5/22 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Nathaniel Baldwin; appointed 7/20-5/24 by Palchik) Term exp. 5/24 <i>Resigned</i>	Providence District Representative		Palchik	Providence

CIVIL SERVICE COMMISSION (2-year terms)

NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a minority group.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Deborah A. Woolen (Appointed 7/19 by McKay; 12/20 by Lusk) Term exp. 12/22	At-Large #2 Representative		By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Alesia Taylor-Boyd (Appointed 5/22 by Lusk) Term exp. 10/22	Franconia District Representative	Alesia Taylor- Boyd	Lusk	Franconia
VACANT (Formerly held by Jane M. Materna; appointed 2/19-10/19 by Gross) Term exp. 10/22 <i>Resigned</i>	Mason District Representative	Sabrina Rose- Smith	Gross	Mason
New Position	Lesbian-Gay- Bisexual-Queer- Intersex-Asexual ("LGBQIA+") Representative		McKay	At-Large Chairman's
New Position	Transgender Woman Representative		McKay	At-Large Chairman's

CONSUMER PROTECTION COMMISSION (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by John Theodore Fee; appointed 7/97-9/16 by Bulova; 7/21 by McKay) Term exp. 7/24 <i>Resigned</i>	Fairfax County Resident #10 Representative		By Any Supervisor	At-Large

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Derrick Robinson; appointed 7/21-9/22 by Storck) Term exp. 8/25 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Jennifer Chronis; appointed 12/16-7/18 by Herrity) Term exp. 8/21 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

**DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT
ADVISORY BOARD, PHASE I (4-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Michael J. Cooper; appointed 3/04-7/18 by Smyth) Term exp. 3/22 <i>Resigned</i>	At-Large #6 Representative		By Any Supervisor	At-Large

ECONOMIC ADVISORY COMMISSION (3-year terms)

CONFIRMATION NEEDED:

- Mr. Mark Treadaway as the Washington Airports Task Force Representative

ECONOMIC DEVELOPMENT AUTHORITY (EDA) (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Roderick Mitchell (Appointed 10/20 by McKay) Term exp. 7/22	At-Large #3 Citizen Representative		By Any Supervisor	At-Large

ENGINEERING STANDARDS REVIEW COMMITTEE (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Howard J. Guba; appointed 6/18 by Bulova) Term exp. 3/21 <i>Resigned</i>	Citizen #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 5/18 by Bulova) Term exp. 3/21 <i>Resigned</i>	Citizen #4 Representative		By Any Supervisor	At-Large

**FAIRFAX AREA DISABILITY SERVICES BOARD
(3-year terms - limited to 2 full terms)**

NOTE: Members may be reappointed after being off the Board for three years. State Code requires that the membership in the local disabilities board include at least 30 percent representation by individuals who have physical, visual, or hearing disabilities or their family members. For this 15-member board, the minimum number for this representation would be five members.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Deborah K. Hammer (Appointed 3/16-1/20 by Storck) Term exp. 11/22 <i>Not eligible for reappointment</i>	Mount Vernon District Representative		Storck	Mount Vernon

GEOTECHNICAL REVIEW BOARD (3-year terms)

CONFIRMATIONS NEEDED:

- Mr. Al Nouri as the Primary #1 Representative
- Mr. Jules Reese as the Primary #3 Representative
- Mr. J. Christopher Geise as the Alternate #2 Representative

HEALTH SYSTEMS AGENCY BOARD (3-year terms -limited to 2 full terms)

NOTE: Members may be reappointed after 1 year break

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Sahil Chaudhary; appointed 2/19-6/20 by Smith) Term exp. 6/23 <i>Resigned</i>	Consumer #6 Representative	Anitha Raj (Smith)	By Any Supervisor	At-Large
VACANT (Formerly held by Maria Zlotnick; appointed 6/20 by Alcorn) Term exp. 6/22 <i>Resigned</i>	Provider #4 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3-year terms)

NOTE: The Commission shall include at least one member who is a resident from each District.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Phyllis Walker Ford; appointed 1/09-1/17 by McKay; 1/20 by Lusk) Term exp. 12/22 <i>Franconia District</i> <i>Resigned</i>	At-Large #3 Representative		By Any Supervisor	At-Large
Elise Ruff Murray (Appointed 11/83- 11/89 by Pennino; 11/92-11/01 by Hanley; 12/04-2/17 by Hudgins; 1/20 by Alcorn) Term exp. 12/22 <i>Hunter Mill District</i>	Citizen #3 Representative	Elise Ruff Murray (Alcorn)	By Any Supervisor	At-Large
VACANT (Formerly held by Barbara J. Peters; appointed 3/17-1/20 by Gross) Term exp. 12/22 <i>Mason District</i> <i>Resigned</i>	Citizen #7 Representative	Julianne Mueller (Gross)	By Any Supervisor	At-Large

HUMAN RIGHTS COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Emanuel Solon (Appointed 9/95-7/01 by Connolly; 9/04- 9/19 by Smyth) Term exp. 9/22	At-Large #5 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Elliot Bell-Krasner; appointed 1/20 by Palchik) Term exp. 9/22 <i>Resigned</i>	At-Large #6 Representative	Denver Supinger (Palchik)	By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Jeff Dannick; appointed 4/14-7/17 by Cook; 7/21 by Walkinshaw) Term exp. 7/25 <i>Resigned</i>	Braddock District #1 Representative	Maria J. Posey	Walkinshaw	Braddock
Robert L. Faherty (Appointed 9/99-7/02 by Kauffman; 7/06- 7/18 by McKay) Term exp. 7/22	Franconia District #2 Representative		Lusk	Franconia
VACANT (Formerly held by Lanita R. Thweatt; appointed 6/19-7/20 by Storck) Term exp. 7/24 <i>Resigned</i>	Mount Vernon District #1 Representative		Storck	Mount Vernon

**JUVENILE AND DOMESTIC RELATIONS COURT
CITIZENS ADVISORY COUNCIL (2-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Chris M. Jones (Appointed 3/21 by McKay) Term exp. 1/23	At-Large Chairman's Representative		McKay	At-Large Chairman's
Ashley Elizabeth Shuler (Appointed 5/19 by Cook; 1/21 by Walkinshaw) Term exp. 1/23	Braddock District Representative	Tara Mooney	Walkinshaw	Braddock
VACANT (Formerly held by Deborah Woolen; appointed 9/20-3/22 by Lusk) Term exp. 1/24 <i>Resigned</i>	Franconia District Representative		Lusk	Franconia
Patricia L. Smith- Solan (Appointed 1/08-1/19 by Hudgins; 2/21 by Alcorn) Term exp. 1/23	Hunter Mill District Representative	Patricia L. Smith- Solan	Alcorn	Hunter Mill
VACANT (Formerly held by Jan B. Reitman appointed 7/14-1/20 by Gross) Term exp. 1/22 <i>Resigned</i>	Mason District Representative		Gross	Mason
Joleane Dutzman (Appointed 2/17- 1/21 by Storck) Term exp. 1/23	Mount Vernon District Representative	Joleane Dutzman	Storck	Mount Vernon
Carol Robinson (Appointed 9/21 by Smith) Term exp. 1/23	Sully District Representative	Carol Robinson	Smith	Sully

**OVERSIGHT COMMITTEE ON DISTRACTED AND
IMPAIRED DRIVING (3-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Annette Koklauner (Appointed 1/16 by Bulova) Term exp. 6/19	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by William Uehling; appointed 3/10-7/12 by Bulova) Term exp. 6/15 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock
VACANT (Formerly held by Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
Stephen Levenson (Appointed 9/20 by Lusk) Term exp. 6/22	Franconia District Representative		Lusk	Franconia
Sarah McCue (Appointed 3/19 by Alcorn) Term exp. 6/21	Hunter Mill District Representative		Alcorn	Hunter Mill
Nabil S. Barbari (Appointed 1/07-9/16 by Gross) Term exp. 6/19	Mason District Representative		Gross	Mason
VACANT (Formerly held by Jeffrey Levy; appointed 7/02-6/13 by Hyland) Term exp. 6/16 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

Continued on next page

**OVERSIGHT COMMITTEE ON DISTRACTED AND
IMPAIRED DRIVING (3-year terms)**

Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Tina Montgomery; appointed 9/10-6/11 by Smyth) Term exp. 6/14 <i>Resigned</i>	Providence District Representative		Palchik	Providence
Lesley Dey (Appointed 3/14-6/19 by Herrity) Term exp. 6/22	Springfield District Representative		Herrity	Springfield
Peyton Smith (Appointed 10/17 by Smith) Term exp. 6/20	Sully District Representative		Smith	Sully

POLICE CIVILIAN REVIEW PANEL (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by James N. Bierman; appointed 3/19 by Bulova; 2/22 by McKay) Term exp. 2/25 <i>Resigned</i>	Seat #8 Representative	Michael Lau (McKay)	By Any Supervisor	At-Large
VACANT (Formerly held by William Ware; appointed 2/21 by McKay) Term exp. 2/24 <i>Resigned</i>	Seat #9 Representative		By Any Supervisor	At-Large

POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Brendan D. Harold (Appointed 5/05- 11/14 by Hyland; 12/18 by Storck) Term exp. 12/22	Citizen At-Large #2 Representative		By Any Supervisor	At-Large

SMALL BUSINESS COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Kelly Hebron; appointed 11/08- 12/17 by McKay; 12/20 by Lusk) Term exp. 12/23 <i>Resigned</i>	Franconia District Representative	Deborah Woolen	Lusk	Franconia

TENANT-LANDLORD COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Kenneth Reid; appointed 10/25 by Herrity) Term exp. 1/23 <i>Resigned</i>	Citizen Member #1 Representative		By Any Supervisor	At-Large
Robert Chamberlain (Appointed 6/20 by Gross) Term exp. 1/23	Citizen Member #2 Representative	Robert Chamberlain (Gross)	By Any Supervisor	At-Large

Continued on next page

TENANT-LANDLORD COMMISSION (3-year terms)

Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Eric Fielding; appointed 6/15-1/19 by Bulova) Term exp. 12/21 <i>Resigned</i>	Citizen Member #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Shahana Begum Islam; appointed 6/20 by Palchik) Term exp. 1/23 <i>Resigned</i>	Condo Owner Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Christopher Lee Kocsis; appointed 3/99-11/00 by Hanley; 1/04-12/06 by Connolly; 12/09-1/16 by Bulova) Term exp. 12/18 <i>Deceased</i>	Landlord Member #2 Representative		By Any Supervisor	At-Large
Paula Park (Appointed 2/14-1/20 by Foust) Term exp. 1/23	Landlord Member #3 Representative		By Any Supervisor	At-Large
Perez Otonde (Appointed 5/21 by McKay) Term exp. 1/23	Tenant Member #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Jade Harberg; appointed 7/17 by Bulova; 1/20 by McKay) Term exp. 1/23 <i>Resigned</i>	Tenant Member #3 Representative		By Any Supervisor	At-Large

TREE COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert D. Vickers (Appointed 4/07 by DuBois; 11/09-10/18 by Foust) Term exp. 10/21	Dranesville District Representative		Foust	Dranesville

TRESPASS TOWING ADVISORY BOARD (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by John Theodore Fee; appointed 6/06-9/07 by Connolly; 9/10- 0/19 by Bulova) Term exp. 9/22 <i>Resigned</i>	Citizen Representative		By Any Supervisor	At-Large

**TYSONS TRANSPORTATION SERVICE DISTRICT
ADVISORY BOARD (2-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Barry Mark; appointed 3/15-2/17 by Bulova) Term exp. 2/19 <i>Resigned</i>	Commercial or Retail Ownership #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Brad Swanson; appointed 2/21-2/21 by Alcorn) Term exp. 2/23 <i>Resigned</i>	Hunter Mill District #1 Representative		Alcorn	Hunter Mill

UNIFORMED RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Frank Henry Grace (Appointed 5/01-6/02 by Hanley; 10/06 by Connolly; 7/10-7/18 by Bulova) Term exp. 7/22	Citizen Appointed by BOS #1 Representative	Frank Henry Grace (McKay)	By Any Supervisor	At-Large
VACANT (Formerly held by Maria Teresa Valenzuela; appointed 7/16-11/17 by Bulova) Term exp. 10/21 <i>Resigned</i>	Citizen Appointed by BOS #4 Representative		By Any Supervisor	At-Large

WETLANDS BOARD (5-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Deana Crumbling; appointed 1/14-10/18 by Bulova; 1/22 by McKay) Term exp. 7/26 <i>Resigned</i>	Alternate #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Douglas Kleine; appointed 5/18 by Storck) Term exp. 12/22 <i>Resigned</i>	Mount Vernon District #1 Representative		Storck	Mount Vernon

YOUNG ADULTS ADVISORY COMMITTEE
(2-year terms - limited to 2 full terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Jessica Sun; appointed 6/20-2/22 by Palchik) Term exp. 1/24 <i>Resigned</i>	Providence District Representative		Palchik	Providence

Board Agenda Item
January 24, 2023

10:30 a.m.

Matters Presented by Board Members

Board Agenda Item
January 24, 2023

10:30 a.m.

Items Presented by the County Executive

ADMINISTRATIVE – 1

Supplemental Appropriation Resolution AS 23158 for the Department of Family Services to Accept Workforce Innovation Grant Funding from Virginia Community College System to Support the Northern Virginia Career Pathways for Refugees Initiative

ISSUE:

Board of Supervisors approval of Supplemental Appropriation Resolution AS 23158 for Department of Family Services (DFS) to accept grant funding from Virginia Community College System (VCCS) in the amount of \$168,201. Funding will be used for a career pathways workforce development initiative to serve refugees over a 17-month period by providing targeted professional job development, work-based learning opportunities, training, and the acquisition of industry-recognized credentials to assist them to successfully integrate into the local economy. The grant period is November 1, 2022, through March 31, 2024. When grant funding expires, the County is under no obligation to continue funding the program. No Local Cash Match is required. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Department of Family Services to accept grant funding from Virginia Community College System in the amount of \$168,201. Funding will be used for the Northern Virginia Career Pathways for Refugees (NVCPR) Initiative. No Local Cash Match is required, and no new grant positions will be created. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board action is requested on January 24, 2023.

BACKGROUND:

Fairfax County is part of the Virginia Career Works Northern (VCWN) region and has been designated as Chief Local Elected Official for the area serving the Counties of Fairfax, Loudoun, and Prince William and the Cities of Fairfax, Falls Church, Manassas, and Manassas Park. The County is the designated Workforce Innovation and Opportunity Act (WIOA) Grant Recipient, with DFS being the County agency assuming the role of actual grant recipient. SkillSource Group Inc. (SSG), a local not-for-profit organization, is the fiscal agent and federal subaward recipient for WIOA. The Virginia Community College System administers the WIOA program at the state level and supports innovation in the delivery of workforce development services. SSG submitted the grant proposal on September 2, 2022, in accordance with the Investment in Workforce Development Services Innovation Request for Proposals issued by VCCS.

Northern Virginia has received one of the largest populations of incoming Afghan refugees in the country, and refugees are experiencing disproportionate underemployment and unique barriers requiring dedicated staff attention. Many refugees who have re-settled in the U.S. have acquired high levels of educational attainment in their home countries, in addition to valuable work experience; however, these foreign degrees, certifications, and work experiences are overlooked by educational institutions and employers in the U.S. Refugees are often forced to accept part-time employment in low-income positions with limited growth opportunities and fringe benefits. The NVCPR initiative will assist refugees to achieve self-sufficiency by transitioning their existing skill sets into viable career pathways in high-demand industries through employer advocacy, work-based learning development, occupational skills training, and supportive services unique to this population. The High Demand Occupations List in Virginia include jobs in Healthcare, Information Technology, Administration, Finance, Human Resources, and Construction Management.

FISCAL IMPACT:

Funding in the amount of \$168,201 from Virginia Community College System will support the Northern Virginia Career Pathways for Refugees Initiative to assist refugees with achieving self-sufficiency by transitioning their existing skill sets into viable career pathways in high-demand industries. This action does not increase the expenditure level of the Federal-State Grant Fund as funds are held in reserve for unanticipated awards in FY 2023. No Local Cash Match is required. The Department of Family Services is not requesting the recovery of indirect costs in order to maximize the funds available to accomplish the objectives of the project; however, SSG has been approved for \$8,018 in indirect costs to help cover the administrative expense of managing the project.

Board Agenda Item
January 24, 2023

CREATION OF POSITIONS:

There will be no new positions created with this grant funding.

ENCLOSED DOCUMENTS:

Attachment 1 – Notice of Obligation

Attachment 2 – Supplemental Appropriation Resolution 23158

STAFF:

Christopher A. Leonard, Deputy County Executive

Michael A. Becketts, Director, Department of Family Services (DFS)

Lisa Tatum, Division Director, DFS

VIRGINIA COMMUNITY COLLEGE SYSTEM
Arboretum III - 300 Arboretum Place, Third Floor, Suite 200
Richmond, Virginia 23236

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
ISSUED BY: U. S. DEPARTMENT OF LABOR, EMPLOYMENT AND TRAINING ADMINISTRATION
PASS-THROUGH ENTITY: VIRGINIA COMMUNITY COLLEGE SYSTEM
ISSUED DATE: November 14, 2022
Grant Number: AA-36350-21-55-A-51

NOTICE OF OBLIGATION
Workforce Innovation Grant

Period of Performance: November 1, 2022-March 31, 2024

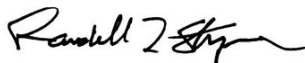
Subrecipient: Fairfax County
DUNS #: 074837626
SAM Unique Entity ID: W2ZUFMBDM378

NOO No.: WIG 21-11-01
Effective Date: November 1, 2022
Program Code: 2100

<u>CFDA</u>	<u>Fund Type</u>	<u>Amount</u>
17.278	Governor's Set Aside Prior Year Rapid Response	<u>\$168,201.00</u>

This Notice of Obligation awards U.S. Department of Labor Workforce Innovation and Opportunity Act (WIOA) funds to undertake activities in the approved Workforce Innovation Grant Proposal submitted on September 2, 2022 in accordance with the Investment in Workforce Development Services Innovation Request for Proposals. Monthly requests for reimbursements and programmatic reports must be submitted by the 25th day following the month that was completed.

This award is made under the WIOA Title I 2022 Grant Award Agreement between The Virginia Community College System and the grant subrecipient. The subrecipient must adhere to PY 22 WIOA Terms and Conditions, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 Code of Federal Regulations (CFR) Part 200, and U.S. Department of Labor exceptions codified at 2 CFR Part 2900.



11/15/22

Approved by
Randall Stamper
Associate Vice Chancellor
Career Education and Workforce Development
(804) 819-4691

Date

cc: Northern Virginia Workforce Development Board
SkillSource Group, Inc.
County of Fairfax, Department of Administration for Human Services

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 23158

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on January 24, 2023, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2023, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G6767, Department of Family Services	\$168,201
Grant:	1670106-2021, Workforce Innovation Grant	

Reduce Appropriation to:

Agency:	G8787, Unclassified Admin	\$168,201
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: Virginia Community College System, \$168,201

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ADMINISTRATIVE - 2

Authorization for the Office of Environmental and Energy Coordination to Apply for and Accept Grant Funding from the U.S. Department of Energy to Support the Charge Up Fairfax Program

ISSUE:

Board of Supervisors authorization is requested for the Office of Environmental and Energy Coordination (OEEC) to apply for and accept grant funding, if received, from the U.S. Department of Energy (DOE) in support of the Charge Up Fairfax program. The Charge Up Fairfax program is a new program the OEEC is establishing to promote the adoption of electric vehicles (EVs) and facilitate shared EV charging in homeowners and/or condominium associations (herein referred to as HOAs). Residents of HOAs face unique technical and financial challenges involved with installing EV supply equipment in common areas. The Charge Up Fairfax program will assist HOAs in identifying locations for charging stations, provide technical support to set them up, and offer financial assistance in the form of grants to offset the cost of installing the EV charging stations.

The OEEC is seeking \$830,000 for program administration and development of materials to support onsite assessments to be conducted by an architectural and engineering firm. This solicitation does not cover costs associated with installation; therefore, these costs are not included in the County's proposal. It is intended that these costs will be covered with County resources. No Local Cash Match is required. The anticipated period of performance is 24 months from grant award. When grant funding expires, the County is under no obligation to continue funding the program. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively as per Board policy. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Office of Environmental and Energy Coordination to apply for and accept \$830,000 in grant funding, if received, from the U.S. Department of Energy to support the Charge Up Fairfax program. Funding has been requested for program administration and

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development of materials to support onsite assessments to be conducted by an architectural and engineering firm. No new positions will be created, and no Local Cash Match is required. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board approval is requested on January 24, 2023. This application has been submitted pending Board approval and will be immediately withdrawn if the Board does not approve this request.

BACKGROUND:

The Office of Environmental and Energy Coordination (OEEC) is seeking \$830,000 in funding through a U.S. Department of Energy funding opportunity (FOA Number: DE-FOA-0002611, AOI 7a - *No Home Charging: Multi-Family Housing (MFH) Innovative Demonstrations, Technical Assistance and Best Practices*) for the Charge Up Fairfax program. As presented at the Board of Supervisors Transportation Committee on September 30, 2022, Charge Up Fairfax is a new program the OEEC is developing to facilitate EV charging by residents in multi-family housing, particularly homeowner associations and condominium associations. The program will help HOAs overcome the unique technical and financial challenges involved with installing EV supply equipment (EVSE) in common areas.

The Charge Up Fairfax program will be funded by the County and administered by the OEEC, with the exception of an EV Installation Reimbursement Grant, that will be administered by a trusted third party. The OEEC will facilitate a three phase approach to implement the installation of EVSE in HOAs as part of Charge Up Fairfax to include:

- HOA Exploration: Interested HOAs will have an initial consultation with Charge Up Fairfax to identify possible charging locations, review governing documents and local and state regulations to assess restrictions, if any, and survey residents to determine overall need.
- Charge Up Fairfax Engagement: On-site assessments conducted by county-vetted architectural and engineering firms with a final consultation between the HOA and Charge Up Fairfax to review site assessment results and discuss implementation options.

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- HOA Implementation: the HOA will work with contractors to perform necessary electrical upgrades or other site preparation, choose the charging equipment and design, and arrange for permitting, equipment installation and final inspection.

If successful, grant funding will aid in the first two phases of the program: HOA Exploration and Charge Up Fairfax Engagement. DOE has indicated that grant funding cannot cover HOA Implementation costs.

Specifically, funding will be used to develop and disseminate Charge Up Fairfax program elements and materials, to include exploration and engagement packages to guide owners and property managers through the exploration, permitting, design, and installation of EV charging equipment. The packages will include background information about the Charge Up Fairfax program, its intended environmental and economic benefits, and what to expect throughout program engagement and implementation; a pre-development worksheet and checklist to determine eligibility to participate in Charge Up Fairfax; a commitment form to install and operate an open shared charging model; sample language to survey residents on the need for EV charging equipment; description of a county-sponsored EV charging feasibility assessment; a permitting guide and sample design templates; and guides to choosing a contractor and EV charging equipment, setting of rates for EV charging equipment, and identifying available federal, state, and local incentives or rebates. The December 21, 2022 Further Detail on Charge Up Fairfax Pilot Proposal memorandum to the Board provides additional information on the Charge Up Fairfax program (Attachment 1).

Federal funding will ensure the development of a robust web presence for Charge Up Fairfax, where these exploration and engagement packages will reside. The County also plans to directly engage with communities by conducting presentations to homeowners and condominium associations. The presentations will introduce community members to the Charge Up Fairfax program and provide an overview of the exploration and engagement program elements. Federal funding is also expected to support these community presentations. Final selection notifications are expected from the DOE between February and March 2023. If successful, award negotiations are expected to take place between February and May 2023. The grant performance period is 24 months.

FISCAL IMPACT:

Grant funding in the amount of \$830,000 is being requested from the U.S. Department of Energy to support the Charge Up Fairfax program. This action does not increase the expenditure level of the Federal-State Grant Fund as funds are held in reserve for unanticipated grant awards in FY 2023. No Local Cash Match is required. This grant does not allow the recovery of indirect costs.

Board Agenda Item
January 24, 2023

CREATION OF NEW POSITIONS:

No new positions will be created by this grant.

ENCLOSED DOCUMENTS:

Attachment 1: December 21, 2022 Memo – Further Detail on Charge Up Fairfax Pilot
Proposal

STAFF:

Rachel Flynn, Deputy County Executive
Kambiz Agazi, Director, OEEC
Susan Hafeli, Deputy Director, OEEC
John Morrill, Division Director, OEEC
Kathleen Daley, Environmental Analyst, OEEC



County of Fairfax, Virginia

MEMORANDUM

DATE: December 21, 2022

TO: Board of Supervisors

FROM: Bryan J. Hill
County Executive *Heel*

SUBJECT: Further detail on Charge Up Fairfax pilot proposal

On September 30, 2022, the Board of Supervisors' (Board) Transportation Committee heard a presentation from Kambiz Agazi, Director of the Office of Environmental and Energy Coordination (OEEC) outlining a proposed pilot program called Charge Up Fairfax. That pilot would engage common-interest communities (homeowners' associations or condominium associations, hereinafter 'HOAs') with guidance and technical assistance to facilitate installation of electric vehicle charging stations (EVCS) in common area parking within those communities. This memorandum expands upon some of the ideas in that presentation and responds to some concerns and questions voiced at the meeting.

The electric vehicle (EV) industry remains committed to the notion that most personal EV charging can and should occur "at home." Charge Up Fairfax is being developed to address on-site EV charging in communities that lack easy access to at-home charging, specifically for HOAs with a mix of multi-family and where residents park in unassigned spaces in the HOA's common area, whether surface lots or garages.

Assistance provided through Charge Up Fairfax will include (i) information on best practices from similar situations elsewhere, (ii) permitting and zoning guidance, and (iii) technical guidance of the feasibility of an EVCS installation for a common area lot or garage, including an estimate of the cost of installation. This information will help the HOA decide whether or not to proceed with an investment toward EVCS.

Those HOAs that choose to proceed with an EVCS installation in the Charge Up Fairfax program will qualify for an incentive rebate from the county of up to one-third of the cost of the installation. The rebate would be limited to a maximum of \$5,000 per HOA for most communities. For those HOAs in Vulnerable Communities (according to the One Fairfax determination), exceptions will be made to the limit of one-third of the cost of the installation, and the rebate would be capped at a maximum of \$10,000. Any rebate would only be paid once the EVCS installation is complete and operational.

Each HOA will be responsible for assessing how many EVCS installations are desired in their community based on current and anticipated future levels of EV ownership.

Office of the County Executive
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035-0066
703-324-2531, TTY 711, Fax 703-324-3956
www.fairfaxcounty.gov

The amount of financial assistance to any one HOA is capped and is independent of the type or number of charging stations provided by the community association.

For those HOAs that are curious or interested but are unable (or unwilling) to incur the expenses associated with active pursuit of EVCS in their communities, OEEC will provide educational material that may suit their immediate needs. OEEC will continue to explore external funding opportunities and make HOAs aware of them, including state or federal initiatives and a prospective EV Infrastructure Program expected from Dominion Energy in 2023 that will provide turn-key electric vehicle charging solutions for homes, multi-family communities, businesses and fleets. For additional information, please see [Electric Vehicles | Virginia | Dominion Energy](#).

The pilot for Charge Up Fairfax will begin in the first quarter of calendar 2023, engaging two or three HOAs. It is anticipated that the pilot program may incur costs of approximately \$40,000-\$60,000, to be paid from funds already appropriated to OEEC for the Community-wide Energy and Climate Action Plan (CECAP) implementation. The costs include payments to engineering firms for feasibility assessments and rebates to HOAs, assuming execution of EVCS installations.

At the conclusion of the Charge Up Fairfax pilot, staff will follow up with the Transportation Committee to discuss lessons learned, including staff and budget resource requirements to serve a typical community, and recommendations for moving forward with the launch of the program. As part of the presentation to the Transportation Committee, staff will describe resource requirements to support various levels of effort and number of communities served. Throughout the life of the program, staff will adjust guidance provided to HOAs to reflect emerging best practices and industry trends.

If you have comments or questions on this memo, please contact Kambiz Agazi, Director, Office of Environmental and Energy Coordination, at (703)-324-1788 or at Kambiz.Agazi@fairfaxcounty.gov.

cc: Tom Arnold, Deputy County Executive
Rachel Flynn, Deputy County Executive
Christina Jackson, Chief Financial Officer
Christopher Leonard, Deputy County Executive
Ellicia Seard-McCormick, Deputy County Executive
Kambiz Agazi, Director, Office of Environmental and Energy Coordination

ADMINISTRATIVE - 3

Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Braddock Ridge Drive (Sully District)

ISSUE:

Board endorsement of a “Watch for Children” sign as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- One “Watch for Children” sign on Braddock Ridge Drive (Sully District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved “Watch for Children” sign as soon as possible.

TIMING:

Board action is requested on January 24, 2023, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

The RTAP allows for the installation of one or more “Watch for Children” signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed sign(s) will be effectively located and will not conflict with any other traffic control devices.

On October 27, 2022, FCDOT received verification from the Sully District Supervisor’s Office confirming community support for one “Watch for Children” sign on Braddock Ridge Drive.

FISCAL IMPACT:

Funding in the amount of \$300 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

Board Agenda Item
January 24, 2023

ENCLOSED DOCUMENTS:

None

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Gregg Steverson, Deputy Director, FCDOT

Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

Nicole Machacuay, Planning Technician, Traffic Engineering Section, FCDOT

ADMINISTRATIVE - 4

Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Huntsman Boulevard (Springfield District)

ISSUE:

Board endorsement of “\$200 Additional Fine for Speeding” signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends approval of the resolution (Attachment I) for the installation of “\$200 Additional Fine for Speeding” signs on the following road:

- Huntsman Boulevard between Fairfax County Parkway and Spelman Drive (Springfield District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) request VDOT to schedule the installation of the approved “\$200 Additional Fine for Speeding” signs (Attachment II) as soon as possible.

TIMING:

Board action is requested on January 24, 2023, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

Section 46.2-878.2 of the Code of Virginia permits a maximum fine of \$200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. These residential roadways must have a posted speed limit of 35 mph or less and must be shown to have an existing speeding problem. To determine that a speeding problem exists, staff performs an engineering review to ascertain that certain speed and volume criteria are met.

Huntsman Boulevard, between Fairfax County Parkway and Spelman Drive (Springfield District), meets the RTAP requirements for posting the “\$200 Additional Fine for Speeding” signs. On November 18, 2022, FCDOT received verification from the Springfield District Supervisor’s office confirming community support.

Board Agenda Item
January 24, 2023

FISCAL IMPACT:

For the “\$200 Additional Fine for Speeding” signs, \$500 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:

Attachment I: “\$200 Additional Fine for Speeding” Signs Resolution – Huntsman Boulevard

Attachment II: Area Map of Proposed “\$200 Additional Fine for Speeding” Signs – Huntsman Boulevard

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Gregg Steverson, Deputy Director, FCDOT

Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

Nicole Machacuay, Planning Technician, Traffic Engineering Section, FCDOT

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
HUNTSMAN BOULEVARD
SPRINGFIELD DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, January 24, 2023, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, Section 46.2-878.2 of the *Code of Virginia* enables the Board of Supervisors to request by resolution signs alerting motorists of enhanced penalties for speeding on residential roads; and

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Huntsman Boulevard from Fairfax County Parkway to Spelman Drive. Such road also being identified as a Major Collector Road; and

WHEREAS, community support has been verified for the installation of "\$200 Additional Fine for Speeding" signs on Huntsman Boulevard.

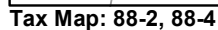
NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Huntsman Boulevard from Fairfax County Parkway to Spelman Drive.

AND FURTHER, the Virginia Department of Transportation is requested to allow the installation of the "\$200 Additional Fine for Speeding" signage, and to maintain same, with the cost of each sign to be funded from the Virginia Department of Transportation's secondary road construction budget.

ADOPTED this 24th day of January, 2023.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



FCDOT
Serving Fairfax County
for 25 Years and More

Board Agenda Item
January 24, 2023

ADMINISTRATIVE - 5

Discontinuance of a Portion of Route 1049 (Mackall Avenue) from the Secondary System of State Highways (Dranesville District)

ISSUE:

Board adoption of the attached resolution requesting that a portion of Route 1049 (Mackall Avenue) be discontinued from the Secondary System of State Highways.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached resolution (Attachment I) requesting that the identified portion of subject roadway be discontinued from the Secondary System of State Highways.

TIMING:

Board action is requested on January 24, 2023.

BACKGROUND:

Route 1049 (Mackall Avenue), located within the Langley Forest Section 4 Subdivision, was accepted into the Virginia Department of Transportation's (VDOT) Secondary System of State Highways in 1952 (Attachments II & III). The subject portion, located between Heather Brook Court and the intersection of Holland Street / Mackall Avenue, is unimproved and currently used as an unofficial natural-surface pedestrian connection by the surrounding community. Given that this portion of dedicated, unimproved right-of-way (ROW) is being used by the community, the Fairfax County Department of Transportation (FCDOT) determined that a discontinuance of said subject portion would allow both the continued public use of the dedicated ROW, and the required documented process for VDOT to remove the subject portion from maintenance responsibility. The County will be responsible for future maintenance within the dedicated ROW.

If the discontinuance request is approved, the mileage will be removed from the Virginia Department of Transportation (VDOT) maintenance responsibility and allow VDOT to revise its maintenance mileage logs that are used to determine levels of State maintenance funding within Fairfax County.

Board Agenda Item
January 24, 2023

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Resolution
Attachment II: VDOT Sketch and Aerial Map
Attachment III: Road Dedication Deed
Attachment IV: Location Map

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Jeff Hermann, Division Chief, FCDOT-Site Analysis & Transportation Planning Division
Gregory Fuller Jr., Section Chief, FCDOT-Site Analysis
Michelle Guthrie, FCDOT-Site Analysis

ATTACHMENT I

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Fairfax County Government Center at Fairfax, Virginia, on January 24, 2023, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Fairfax County Department of Transportation (FCDOT) requests to discontinue a portion of Route 1049 (Mackall Avenue);

WHEREAS, Route 1049 (Mackall Avenue), located within the Langley Forest Section 4 Subdivision, was accepted into VDOT's Secondary System of State Highways in 1952 (Attachments II & III); and

WHEREAS, the subject portion, located between Heather Brook Court and the intersection of Holland Street / Mackall Avenue, is unimproved and currently used as an unofficial natural-surface pedestrian connection by the surrounding community; and

WHEREAS, the County will be responsible for future maintenance within the dedicated right-of-way; and

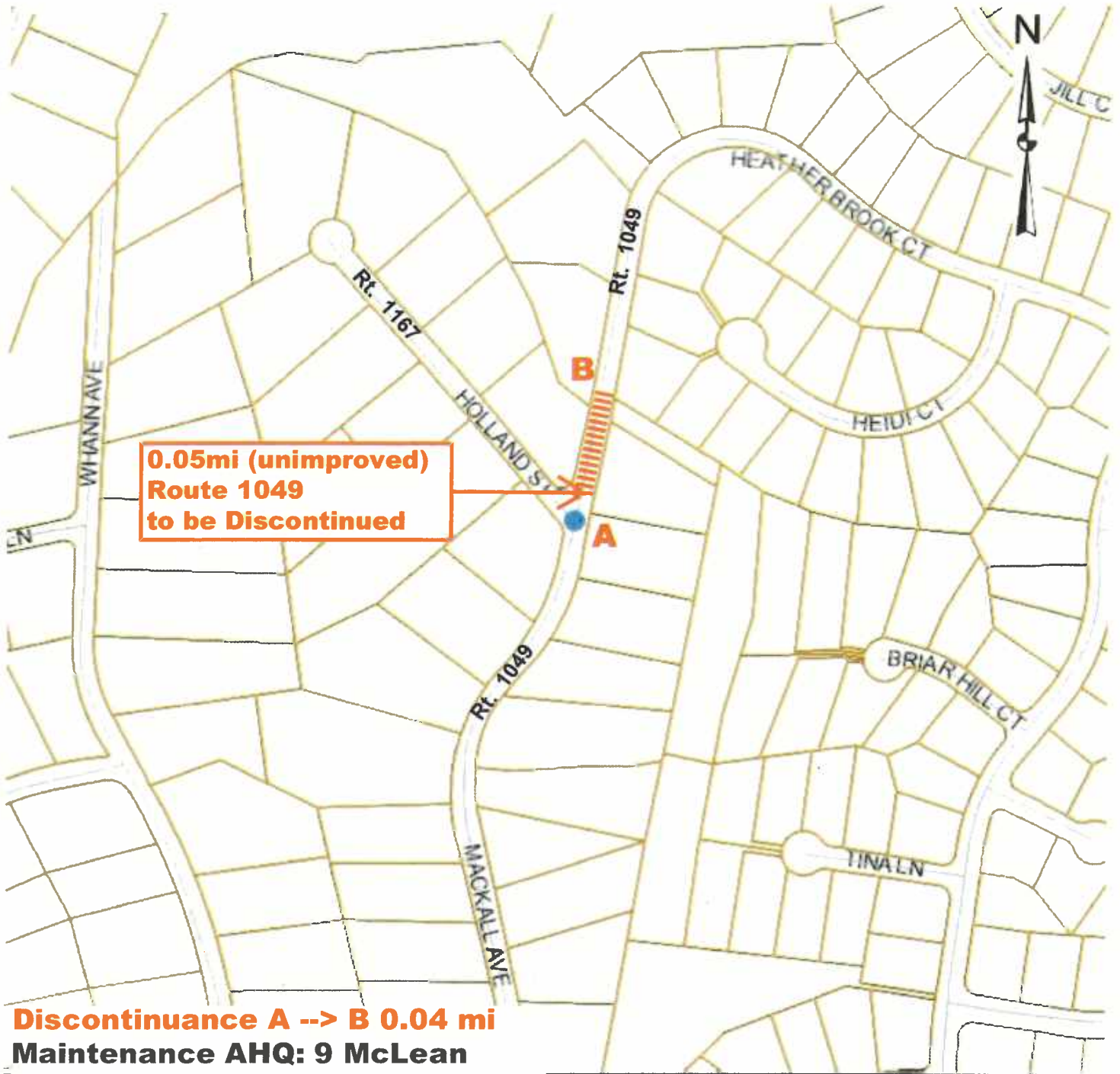
WHEREAS, notice of intention to discontinue this portion of Route 1049 (Mackall Avenue) was given on November 7, 2022, in accordance with Va. Code Ann. § 33.2-908 (2014),

NOW THEREFORE, BE IT RESOLVED that this Board hereby requests, pursuant to Virginia Code Section § 33.2-908 (2014), that the Commonwealth Transportation Board, discontinue as part of the secondary system of state highways, the .04-mile portion of Route 1049 (Mackall Avenue) as indicated on Attachment II.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Mackall Avenue, Route 1049
Discontinuance (Portion of)
Fairfax County - Dranesville District
Tax Map: 21-4



**0.05mi (unimproved)
 Route 1049
 to be Discontinued**

Discontinuance A --> B 0.04 mi

Maintenance AHQ: 9 McLean

BOS Resolution Date: _____

VDOT Approval Date: _____

»4630 W:407

282G3

THIS DEED OF DEDICATION AND SUBDIVISION, DEED OF CONVEYANCE, and DEED OF RELEASE, made this 12 day of June, 1977, by and between MACHICOTE LAND CO., a Nevada corporation, party of the first part; DUANE W. BECKHORN and TERRY B. LIGHT, Trustees, parties of the second part; CALDWELL C. KENDRICK, Sole Acting Trustee, party of the third part; THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate, party of the fourth part; FAIRFAX COUNTY PARK AUTHORITY, a body corporate, party of the fifth part; and LANGLEY OAKS HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation, party of the sixth part.

W I T N E S S E T H :

WHEREAS, the party of the first part is the sole owner of the hereinafter described property, being a portion of the property acquired from Langhirst Company by a Deed dated December 22, 1976, and recorded in Deed Book 4532 at page 437, of the land records of Fairfax County, Virginia; and

WHEREAS, the hereinafter described property is subject to the lien of a certain Deed of Trust dated December 22, 1976, and recorded in Deed Book 4532 at page 440 of the aforesaid land records, wherein said land was conveyed unto DUANE W. BECKHORN and TERRY B. LIGHT, Trustees, parties of the second part, in trust, to secure a certain indebtedness, more specifically set forth therein, and payable to the order of THE LANGHIRST COMPANY, a Virginia general partnership; and

WHEREAS, the hereinafter described property is subject to the lien of a certain Deed of Trust dated June 7, 1974, and recorded in Deed Book 4049 at Page 101 of said land records, wherein said land was conveyed unto CALDWELL C. KENDRICK and THE TRUST COMPANY OF FIRST VIRGINIA, Trustees, in trust to secure a certain indebtedness more specifically set forth therein, and payable to the order of FIRST VIRGINIA BANK, a Virginia banking corporation, which Deed

Coyle, Prichard & Dudley

of Trust was amended by Modification Agreement recorded in Deed Book 4532, Page 451 of said land records; and

WHEREAS, it is the desire of the party of the first part to subdivide the hereinafter described property into lots, and parcels, and to dedicate, grant and convey for public use the streets and easements in accordance with this Deed of Dedication and Subdivision and the plat attached hereto and made a part hereof, and incorporated herein by reference; and

WHEREAS, it is the desire and intent of the party of the first part hereto to grant and convey unto THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, the utility easements in the locations as shown on the plat attached hereto and as hereinafter provided, and the emergency vehicle easement as hereinafter provided; and

WHEREAS, it is the desire and intent of the party of the first part to convey unto the FAIRFAX COUNTY PARK AUTHORITY, those certain tracts or parcels of land, shown on the plat attached hereto as Parcels "J" and "L"; and

WHEREAS, it is the desire and intent of the party of the first part to convey unto the LANGLEY OAKS HOMEOWNERS ASSOCIATION, that certain parcel of land shown on the plat attached hereto as Parcel "K"; and

✓ WHEREAS, it is the desire and intent of the party of the first part to subject the hereinafter described property to the corrected Declaration of Covenants, Conditions and Restrictions dated February 18, 1977, and recorded in Deed Book 4611, Page 167 among the aforesaid land records.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part, together with the parties of the second and third parts, do hereby subdivide all those certain tracts or parcels of land located in Dranesville District, Fairfax County, Virginia, containing 108.3877 acres and as more particularly

described by metes and bounds in Schedule "A" attached hereto and incorporated herein by reference, to be known as LOTS TWO HUNDRED AND NINE (209) through THREE HUNDRED AND EIGHT (308), inclusive, and PARCELS "H", "J", "K" and "L", LANGLEY OAKS, SECTION THREE, as as shown on the plat dated October, 1976, prepared by Dewberry, Nealon and Davis, Engineers, Planners and Surveyors, which is attached hereto and made a part hereof; and do hereby dedicate to public use the streets and thoroughfares shown on said plat in accordance with the statutes made and provided therefor; and, FURTHER, the parties of the first, second and third parts do hereby establish the easements and rights of way for ingress and egress as more particularly bounded and described on said plat, subject to the covenants and conditions of Article VIII, Common Driveways, as set forth in the corrected Declaration of Covenants, Conditions and Restrictions dated February 18, 1977, and recorded in Deed Book 4611, Page 167, among the aforesaid land records.

MACHICOTE LAND CO. reserves unto itself an easement for the installation and maintenance of underground utilities, supply and transmission lines, drainage facilities, walkways and trails, and temporary slope and construction easements through and across all areas of said property shown on the attached plats, whether within the boundaries of residential lots or in open spaces (excepting only approved building and driveway areas), provided that damage resulting from the exercise of the rights hereinabove granted shall be promptly repaired, or replacement effected, at the expense of the corporation or authority which procured the entry.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the parties of the first, second and third parts do hereby grant and convey unto THE BOARD

OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, party of the fourth part, ("County"), the easements as hereafter set forth in the respective locations shown on the said plat attached hereto and incorporated herein by reference, as follows:

1. An easement for ingress and egress for construction and maintenance of utilities, for County and other emergency vehicles, and for the purpose of performing any and all functions, governmental or proprietary, which the County may find necessary or desirable to perform, including but not limited to police and fire protection, over and across the said property of the party of the first part, said easement being more particularly bounded and described on the plat attached hereto and made a part hereof;

2. A storm drainage easement and right of way for the drainage of natural and storm waters and its transmission through and across the property of the party of the first part, said property and easement being more particularly bounded and described on the plat attached hereto and made a part hereof;

3. An easement and right of way for the purpose of constructing, operating, maintaining adding to or altering present or future sewer lines, including house connection lines, plus necessary man-holes and appurtenances for the collection of sewage and its transmission across the property of the party of the first part, said property and easement being more particularly bounded and described on the plat attached hereto and made a part hereof;

4. An easement and right of way for the purpose of constructing, operating, maintaining, adding to or altering present or future storm sewer lines or other drainage structures, plus necessary inlet structures and appurtenances for the collection of storm sewage and its transmission through the property of the party of the first part; said property and easement being more particularly bounded and described on the plat attached hereto and made a part hereof.

These easements are granted subject to the following conditions:

(1) All sewers, manholes, inlet structures, and appurtenant facilities which are installed in the easements and rights of way shall be and remain the property of the County, its successors and assigns.

(2) The County and its agents shall have full and free use of the said easements and rights of way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights of way including the right of access to and from the right of way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

(3) The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said sewers; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration, including the back-filling of trenches, the replacement of fences and shrubbery, and the resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

(4) The party of the first part reserves the right to construct and maintain roadways over said easements and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided, however, that the party of the first part shall not erect any building or other struc-

ture, excepting a fence, on the easement without obtaining the prior written approval of the County.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto the FAIRFAX COUNTY PARK AUTHORITY, a body corporate, with General Warranty and English Covenants of Title, the following described property:

All of PARCELS "J" and "L", LANGLEY OAKS, SECTION THREE, as shown on the attached plat.

TOGETHER WITH a walkway easement over and across PARCEL "K", LANGLEY OAKS, SECTION THREE, as shown on the attached plat.

This conveyance is made subject to conditions, restrictive covenants, agreements, rights of way and easements contained in the deeds forming the chain of title to this property; and

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto the LANGLEY OAKS HOMEOWNERS ASSOCIATION, a non-stock corporation, with General Warranty and English Covenants of Title, the following described property:

All of PARCEL "K", LANGLEY OAKS, SECTION THREE, as shown on the attached plat.

This conveyance is made subject to conditions, restrictive covenants, agreements, rights of way and easements contained in the deeds forming the chain of title to this property.

THIS DEED FURTHER WITNESSETH that the party of the first part, together with the parties of the second and third parts, do hereby subject Lots 209 through 308, inclusive, and PARCEL "K", LANGLEY OAKS, SECTION THREE, to the provisions of the corrected Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 4611, Page 167, among the aforesaid land records, which are incor-

porated herein by reference.

THIS DEED OF RELEASE FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the parties of the second part, as authorized and directed by the herein described Deed of Trust, do hereby release and discharge from the lien of the Deed of Trust recorded in Deed Book 4532 at Page 440, those portions of the herein described property dedicated for public use, streets, thoroughfares, and PARCELS "H", "J", "K" and "L", LANGLEY OAKS, SECTION THREE, as shown on the aforesaid plat attached hereto and incorporated herein by reference.

It is expressly understood that the release of the portion of real estate hereinabove described from the lien of the Deed of Trust recorded in Deed Book 4532 at Page 440 shall not affect in any way the lien of the said Deed of Trust upon the other land conveyed thereby and not released hereby, and the said Deed of Trust shall remain in full force and effect as to the land not hereby expressly released; and

THIS DEED OF RELEASE FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the parties of the third part, do hereby release and discharge from the lien of the Deed of Trust recorded in Deed Book 4049 at page 101, as amended by Modification Agreement recorded in Deed Book 4532, Page 451, all of PARCELS "H", "J", "K" and "L", LANGLEY OAKS, SECTION THREE, as shown on the aforesaid plat attached hereto and incorporated herein by reference.

It is expressly understood that the release of the portion of real estate hereinabove described from the lien of the Deed of Trust recorded in Deed Book 4049 at Page 101 as amended by Modification Agreement recorded in Deed Book 4532, Page 451, shall not affect in any way the lien of the said Deed of Trust upon

the other land conveyed thereby and not released hereby, and the said Deed of Trust, as modified, shall remain in full force and effect as to the land not hereby expressly released; and

This dedication and subdivision is made in accordance with the statutes made and provided in such cases, with the approval of the proper authorities of Fairfax County, Virginia, as shown by the signatures affixed to the plat attached hereto, and is in accordance with the free consent and desire of owners, proprietors and trustees of the land embraced within the bounds of said subdivision.

WITNESS the following signatures and seals:

MACHICOTE LAND CO.
a Nevada Corporation

By *J. Kenneth Schwartz*
J. KENNETH SCHWARTZ, its
Agent and Attorney-in-Fact

Guane W. Beckhorn (SEAL)
GUANE W. BECKHORN, TRUSTEE

Terry B. Light (SEAL)
TERRY B. LIGHT, TRUSTEE

Caldwell C. Kendrick (SEAL)
CALDWELL C. KENDRICK,
Sole Acting Trustee

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of June, 1977, by J. KENNETH SCHWARTZ, its Agent and Attorney-in-Fact, on behalf of MACHICOTE LAND CO., a Nevada corporation.

Linda H. Buchanan
Notary Public

My Commission expires: June 18, 1977

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me
this 6th day of June, 1977, by DUANE W.
BECKHORN, Trustee.

Patricia R. Kosak
Notary Public

My Commission expires: May 28, 1980

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me
this 6th day of June, 1977, by TERRY B. LIGHT,
Trustee.

Patricia R. Kosak
Notary Public


My Commission expires: May 28, 1980

STATE OF VIRGINIA

COUNTY OF Arlington, to-wit:

The foregoing instrument was acknowledged before me
this 14 day of June, 1977, by CALDWELL C.
KENDRICK, Sole Acting Trustee.

Alvin L. [Signature]
Notary Public State of Virginia
My Commission expires: January 22, 1978



February 10, 1977

DESCRIPTION OF
SECTION THREE
LANGLEY OAKS
DRANESVILLE DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point in the Southwesterly line of the United States of America Property, said point marking the Northwesterly corner of Parcel "F", Section Two, Langley Oaks; thence with the Westerly lines of Section Two, Langley Oaks the following courses: S47° 05' 24" W, 1400.66 feet; S 14° 15' 06" W, 225.98 feet; S 42° 54' 10" W, 102.33 feet; S 23° 13' 50" W, 170.00 feet; with a curve to the left whose radius is 440.00 feet (and whose chord is N 69° 48' 58" W, 46.77 feet) an arc distance of 46.80 feet; S 17° 08' 13" W, 240.47 feet; N 83° 51' 55" W, 75.11 feet; S 74° 25' 42" W, 74.98 feet; S 60° 18' 26" W, 80.28 feet; S 38° 46' 45" W, 365.80 feet; S 58° 42' 35" W, 120.50 feet; N 55° 07' 02" W, 121.70 feet; N 61° 22' 01" W, 60.00 feet; with a curve to the left whose radius is 540.00 feet (and whose chord is S 28° 24' 04" W, 4.38 feet) an arc distance of 4.38 feet; N 61° 49' 52" W, 120.00 feet; S 86° 52' 19" W, 52.96 feet; S 28° 44' 35" W, 117.60 feet; S 32° 45' 05" W, 217.62 feet; N 84° 46' 44" W, 121.00 feet; S 16° 57' 38" W, 262.31 feet; with a curve to the left whose radius is 50.00 feet (and whose chord is S 35° 56' 12" W, 69.87 feet) an arc distance of 77.36 feet; N 80° 55' 41" W, 40.00 feet; S 17° 16' 45" W, 211.78 feet; S 82° 01' 52" W, 238.29 feet and N 79° 13' 29" W, 113.16 feet to a point in the Easterly line of Lot 1, Section Four, Langley Forest; thence with the Easterly and Northerly lines of Section Four the following courses: N 10° 46' 31" E, 669.79 feet; N 58° 31' 12" W, 347.10 feet;

END


Description of
Section Three
Langley Oaks
Dranesville District
Fairfax County, Virginia
February 10, 1977
Page Two

BOOK 4630 PAGE 417

S 10° 47' 19" W, 53.41 feet; N 52° 36' 37" W, 95.58 feet; N 19° 07' 32" W, 198.98 feet; N 28° 14' 58" W, 190.48 feet and N 30° 50' 11" W, 94.20 feet to a point marking the most Southerly corner of Sarah G. Epstein; thence with the Southeasterly and Northeasterly lines of Epstein N 48° 36' 55" E, 224.15 feet and N 41° 22' 31" W, 242.37 feet to a point in the aforementioned Southwesterly line of the United States of America Property; thence with the said line of the United States of America Property the following courses: N 84° 05' 27" E, 61.39 feet; S 41° 22' 31" E, 106.04 feet ; N 19° 44' 21" E, 965.44 feet; N 85° 31' 42" E, 469.27 feet; N 85° 33' 32" E, 370.73 feet; N 82° 37' 42" E, 416.25 feet; N 82° 48' 28" E, 409.28 feet; N 80° 14' 26" E, 360.66 feet; N 79° 50' 06" E, 264.83 feet; N 83° 56' 22" E, 266.93 feet; S 85° 28' 12" E, 263.07 feet and with a curve to the right whose radius is 650.61 feet (and whose chord is S 73° 50' 35" E, 262.24 feet) an arc distance of 264.05 feet to the point of beginning, containing 108.38773 Acres of land.

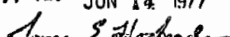
All being more particularly described on a plat hereto attached and made a part hereof.

Given under my hand this 10th day of February, 1977.


John T. Monaghan
Certified Land Surveyor #815
DEWBERRY, NEALON & DAVIS

DES:je



This instrument with certificate annexed,
admitted to record-Office of Circuit Court with plat attached
Fairfax County, Va. JUN 14 1977 2:40 P.M.
Teste:  Clerk

SURVEYOR'S CERTIFICATE

I, John T. Monaghan, a duly certified land surveyor in the State of Virginia, do hereby certify that I have carefully surveyed the property delineated by this plat and that it is correct to the best of my knowledge and belief that it is a subdivision of part of the property acquired by Machicote Land Co. from Langhirst Co. by deed dated 12-22-76 and recorded in deed book 4632 at page 431 among the land records of Fairfax County, Va.

I, further certify that the land shown hereon lies entirely within the bounds of the original tract, that this plat represents an accurate survey of the same and all courses are referenced to True North in accordance with the requirements of the Fairfax County Subdivision Ordinance.

Given under my hand this 3rd day of JUNE 1977
Certified Correct



OWNER'S DEDICATION

We, Machicote Land Co., owners of the land shown hereon and described in the surveyor's certificate hereby adopt this plan of subdivision, dedicate the streets to public use, establish the minimum building restriction lines, grant the rights-of-way as indicated for construction, maintenance and operation of streets, storm and sanitary sewers agree that iron pipes will be set as indicated thus \bigcirc and at all lots corners concrete monuments will be set as indicated thus \square under the subdivision of a certified land surveyor or engineer all in the accordance with the Fairfax County Subdivision Ordinance.

J. Kenneth Schwart
 Owner

Robert H. Reid
 Witness

Notes:

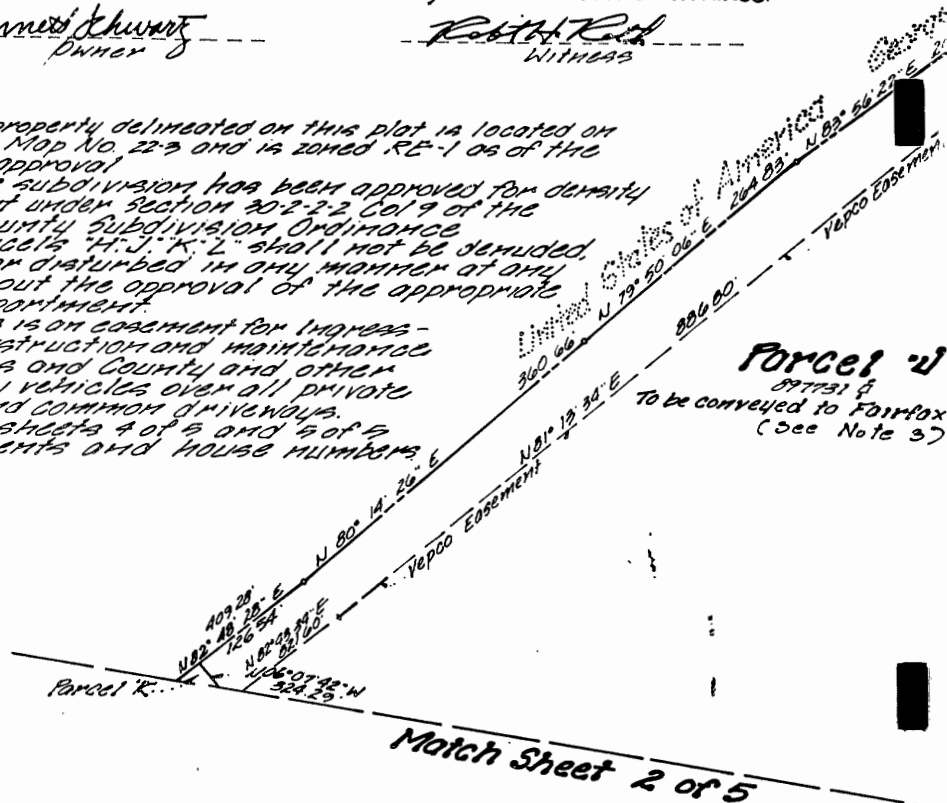
1. The property delineated on this plat is located on Assesment Map No. 22-3 and is zoned RE-1 as of the date of its approval.

2. This subdivision has been approved for density development under Section 20-2-2.2 Col 9 of the Fairfax County Subdivision Ordinance.

3. Parcels "H", "J", "K", "L" shall not be demuded, defaced, nor disturbed in any manner at any time without the approval of the appropriate County Department.

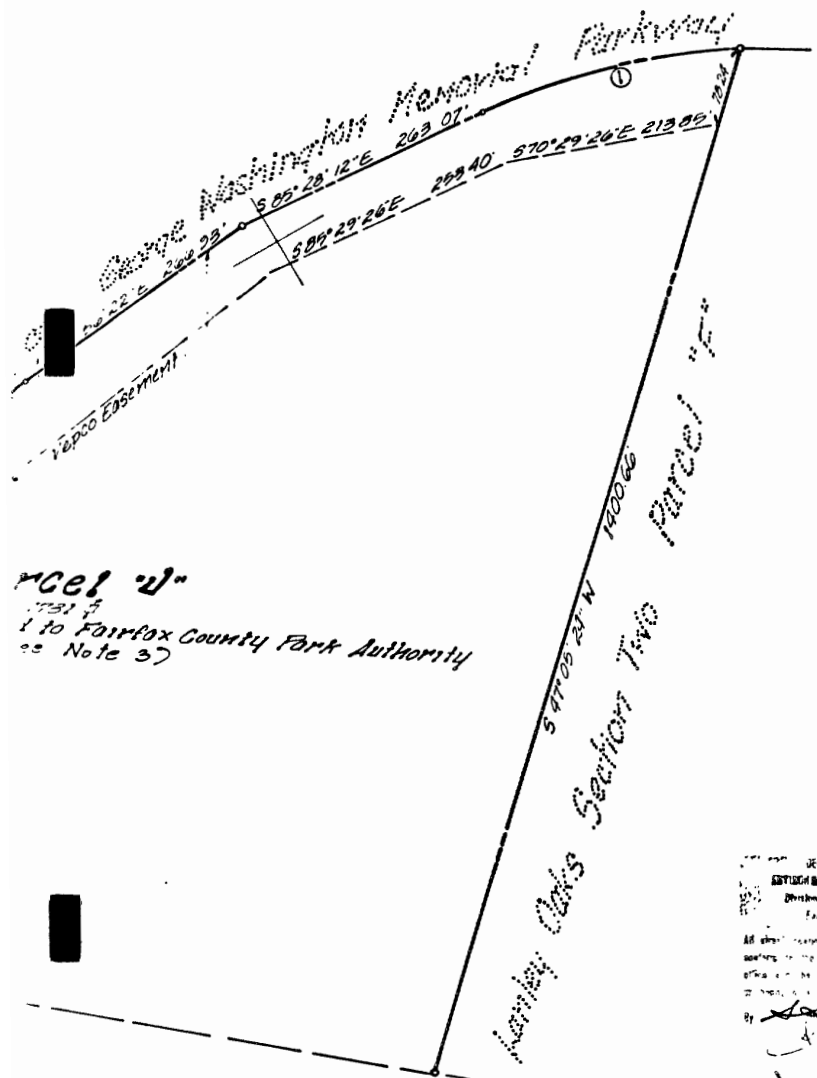
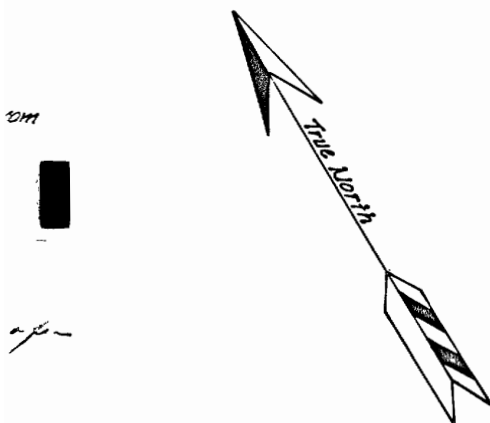
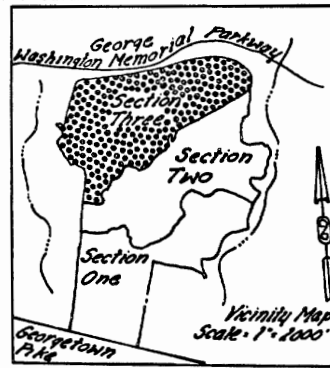
4. This is an easement for ingress-egress, construction and maintenance of utilities and County and other emergency vehicles over all private streets and common driveways.

5. See sheets 4 of 5 and 5 of 5 for easements and house numbers.



CURVE

No.	Radius	Delta	Arc.
1	650.61'	23°15'13"	264.05'
2	25.00'	30°00'00"	39.27'
3	975.00'	32°42'30"	556.60'
4	382.50'	14°06'41"	242.00'
5	967.50'	13°30'08"	228.00'
6	990.00'	07°24'29"	128.00'
7	960.00'	06°05'16"	102.00'
8	997.50'	01°08'56"	20.00'
9	50.00'	276°22'47"	241.19'
10	25.00'	48°11'23"	21.03'
11	25.00'	48°11'23"	21.03'
12	341.52'	15°00'45"	89.49'
13	366.52'	15°00'45"	96.03'
14	316.52'	15°00'45"	82.93'
15	825.00'	00°38'06"	9.14'
16	440.00'	05°46'16"	44.32'
17	25.00'	83°49'38"	36.38'
18	410.00'	11°56'38"	85.47'
19	410.00'	36°36'39"	261.78'
20	25.00'	83°49'38"	36.38'
21	410.00'	68°21'28"	489.16'
22	440.00'	24°15'54"	186.34'
23	380.00'	68°21'28"	453.97'
24	440.00'	13°37'50"	144.65'



Sections 1, 2 & 3 Density Tabulation

100 Lots	167,991.02 AC.
Total	399,264.99 AC.
Lot/Ac.	.92
Lot Cov.	90%

Parcel 1
to Fairfax County Park Authority
see Note 3)

DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
Division of Design & Survey
Fairfax, Virginia

All other easements and all easement
holders in the neighborhood of
this project are hereby notified
of the proposed project.

By *[Signature]* 6/19/77

APPROVED
COUNTY OF
DIVISION OF
SANITARY
By *[Signature]*
Date 6-1

CURVE						TABLE						
Radius	Delta	Arc	Tan	Chord	Ch. Bearing	No.	Radius	Delta	Arc	Tan	Chord	Ch. Bearing
1.61	23°15'13"	269.05	133.87	262.24	S15°50'35"E	25	410.00	19°48'12"	141.71	71.57	257.55	N176°58'16"E
1.50	20°00'00"	39.27	20.00	39.36	N85°46'45"E	26	25.00	85°49'30"	30.18	22.44	33.40	N102°29'47"E
1.50	32°42'30"	556.60	286.11	549.07	S28°10'25"E	27	800.00	11°25'34"	159.54	80.04	159.25	N25°42'15"W
1.50	14°06'41"	242.00	121.62	241.39	S16°50'33"E	28	825.00	08°03'24"	116.01	58.10	113.91	N27°23'21"W
1.50	13°30'08"	228.00	114.53	227.47	S16°32'15"E	29	25.00	85°53'46"	37.48	23.27	34.07	N68°18'32"W
1.00	07°24'29"	128.00	64.09	127.91	S13°23'24"E	30	401.55	50°39'10"	408.04	218.44	394.88	N83°25'20"W
1.00	06°05'16"	102.00	51.05	101.95	S12°13'32"E	31	437.91	55°27'47"	423.90	230.22	407.55	N30°52'21"W
1.750	01°08'56"	20.00	10.00	20.00	S10°05'13"E	32	50.00	250°31'44"	218.68	70.71	81.65	S57°52'35"E
1.00	276°22'47"	241.19	44.72	66.67	N80°10'51"E	33	25.00	70°31'44"	30.77	17.68	28.87	S32°07'24"W
1.50	48°11'23"	21.03	11.18	20.41	S14°16'32"W	34	412.91	55°27'47"	399.70	217.07	384.28	N30°52'21"W
1.50	48°11'23"	21.03	11.18	20.41	N33°54'51"W	35	387.91	55°27'47"	379.50	203.93	361.01	S30°52'21"E
1.152	15°00'45"	89.49	45.00	89.23	N02°16'47"W	36	411.55	50°27'49"	362.48	193.94	350.87	S83°50'09"E
1.652	15°00'45"	96.03	48.29	95.76	S02°18'47"E	37	436.95	51°23'13"	371.98	210.04	378.24	N84°17'51"W
1.552	15°00'45"	82.93	41.71	82.70	N02°18'47"W	38	25.00	87°32'52"	38.20	23.95	34.59	N27°09'30"E
1.50	00°38'06"	9.14	4.57	9.14	N16°17'53"W	39	800.00	04°00'39"	56.00	28.01	55.99	N12°59'09"W
1.00	05°46'16"	44.32	22.18	44.30	S75°44'55"E	40	479.58	23°52'45"	199.87	101.41	198.43	N27°55'12"W
1.50	83°49'38"	36.78	22.44	33.40	S36°45'14"E	41	25.00	70°31'44"	30.77	17.68	28.87	N75°07'27"W
1.00	11°56'38"	85.47	42.89	85.31	S78°50'06"E	42	50.00	250°31'44"	218.68	70.71	81.65	N14°52'33"E
1.00	36°36'38"	261.98	135.64	257.55	N76°53'16"E	43	504.58	23°52'45"	210.29	106.70	203.78	N27°55'12"W
1.50	83°49'38"	36.58	22.44	33.40	N47°06'24"E	44	529.58	23°52'45"	220.71	111.98	219.12	S27°55'12"E
1.00	68°21'28"	489.16	278.41	460.66	N72°57'29"E	45	800.00	15°26'13"	215.54	108.43	214.89	N23°41'56"W
1.00	24°15'54"	186.34	94.59	184.95	N76°53'16"E	46	775.00	15°26'13"	208.80	105.06	208.17	S23°41'56"E
1.00	68°21'28"	453.97	258.04	426.95	S72°57'29"W	47	25.00	83°49'38"	36.58	22.44	33.40	S73°19'52"E
1.00	13°37'50"	104.68	52.59	104.43	N45°35'40"E	48	480.00	10°08'46"	85.00	42.61	84.89	S33°42'22"W
						49	50.00	88°38'40"	77.36	48.83	69.87	S35°42'22"W
						50	510.00	10°08'46"	90.31	45.27	90.19	S33°42'22"W
						51	540.00	10°08'46"	95.62	47.94	95.50	N33°42'22"E
						52	25.00	90°00'00"	39.27	25.00	39.27	N06°13'15"W
						53	500.00	22°11'44"	193.69	98.08	192.48	N62°19'07"W
						54	475.00	22°11'44"	184.01	93.17	182.86	N62°19'07"W
						55	25.00	90°00'00"	39.27	25.00	39.36	S61°39'01"W
						56	315.00	109°23'34"	601.42	444.89	514.14	S71°16'48"W
						57	50.00	290°31'44"	218.63	70.71	81.65	N71°14'28"E
						58	25.00	70°31'44"	30.77	17.68	28.87	S48°45'33"E
						59	265.00	109°23'34"	505.36	374.22	432.53	N71°16'48"E
						60	290.00	109°23'34"	553.69	409.53	473.34	S71°16'48"W
						61	25.00	90°00'00"	39.27	25.00	39.36	N28°24'59"W
						62	910.56	19°25'14"	407.56	199.06	467.44	N68°42'22"W
						63	100.00	125°12'46"	437.09	389.97	352.15	S13°23'47"W
						64	250.00	125°12'46"	440.36	482.46	443.94	N79°23'47"E
						65	800.56	19°25'14"	440.89	225.45	437.05	S68°42'22"E
						66	285.57	19°25'14"	454.73	232.49	449.76	N68°42'22"W
						67	525.00	22°11'44"	203.38	102.98	202.11	S62°19'07"E
						68	440.00	06°06'57"	4680	23.42	46.77	N69°48'58"W
						69	540.00	00°27'51"	4.38	2.19	4.39	S28°24'04"W
						70	530.00	125°12'46"	491.72	434.21	389.55	S79°23'47"W
						71	48.60	87°40'10"	48.17	60.96	90.40	N60°17'36"W

ons 1, 2 & 3

Tabulation

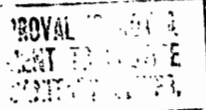
167.49102 AC.
339.25933 AC.
92
40%

AREA TABULATION

100 Lots 2,922,184.8
Streets 222,942.8
Parcel K 719,764.8
Parcel L 77,950.8
Parcel H 196,691.8
Parcel J 342,782.8

4,721,369.8
or 108.38773 AC.

Lots/Ac. 92
Lot Coverage 53%



FINAL PLAT
RECOMMENDED FOR APPROVAL
FAIRFAX COUNTY
PRELIMINARY ENGINEER'S PLAT
6-14-77 BY *Q. Henderson*
DATE
APPROVED FOR
BOARD OF SUPERVISORS
FAIRFAX COUNTY, VIRGINIA
6/14/77
APPROVAL VOID IF PLAT IS NOT
OFFERED FOR RECORD WITHIN
90 DAYS AFTER DATE PREPARED.

PLAT OF

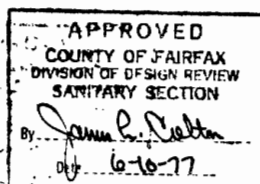
LANGLEY OAKS SECTION THREE

DRANESVILLE DISTRICT
FAIRFAX COUNTY, VIRGINIA

SCALE: 1"=100'

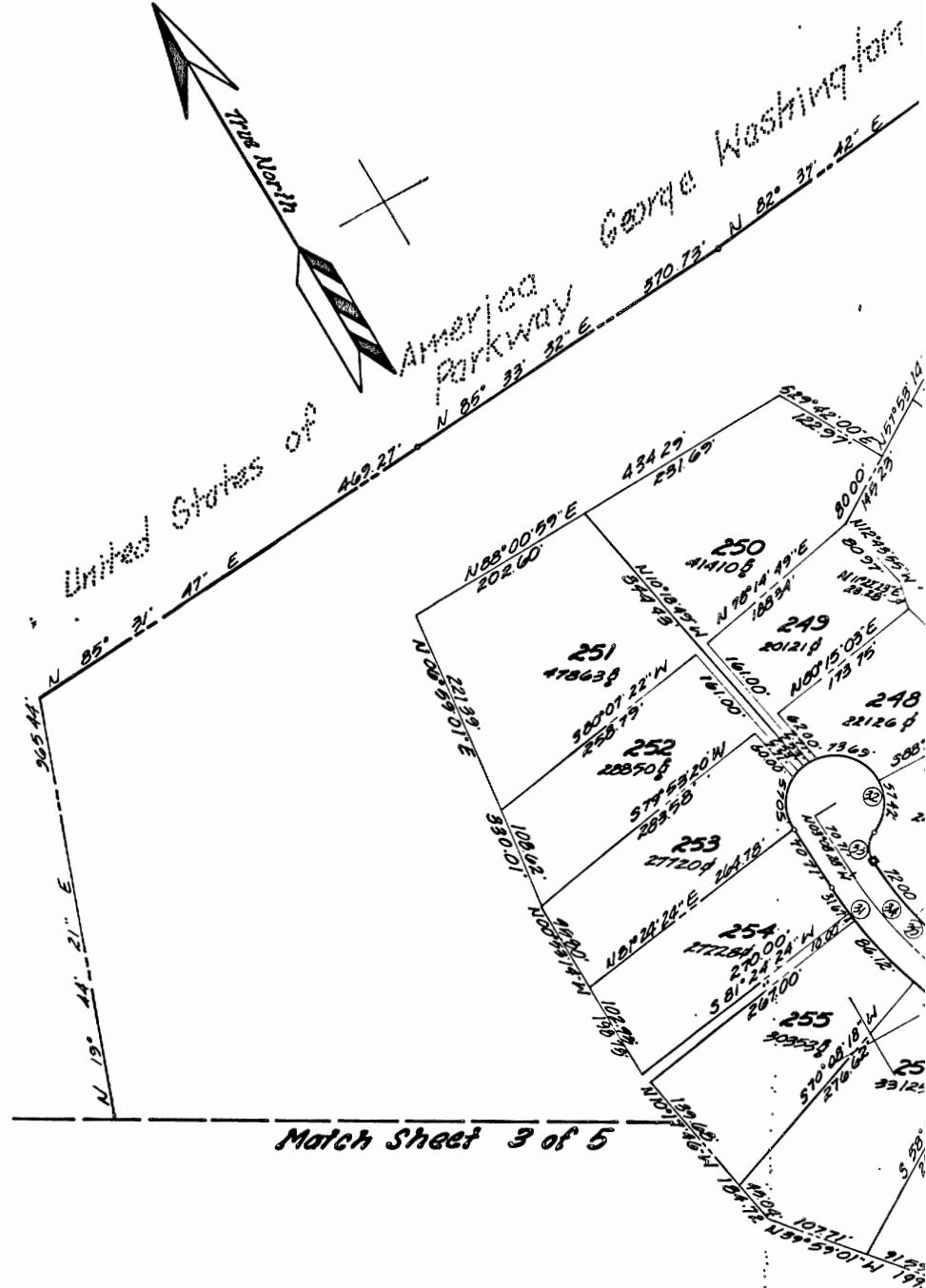
OCTOBER 1976

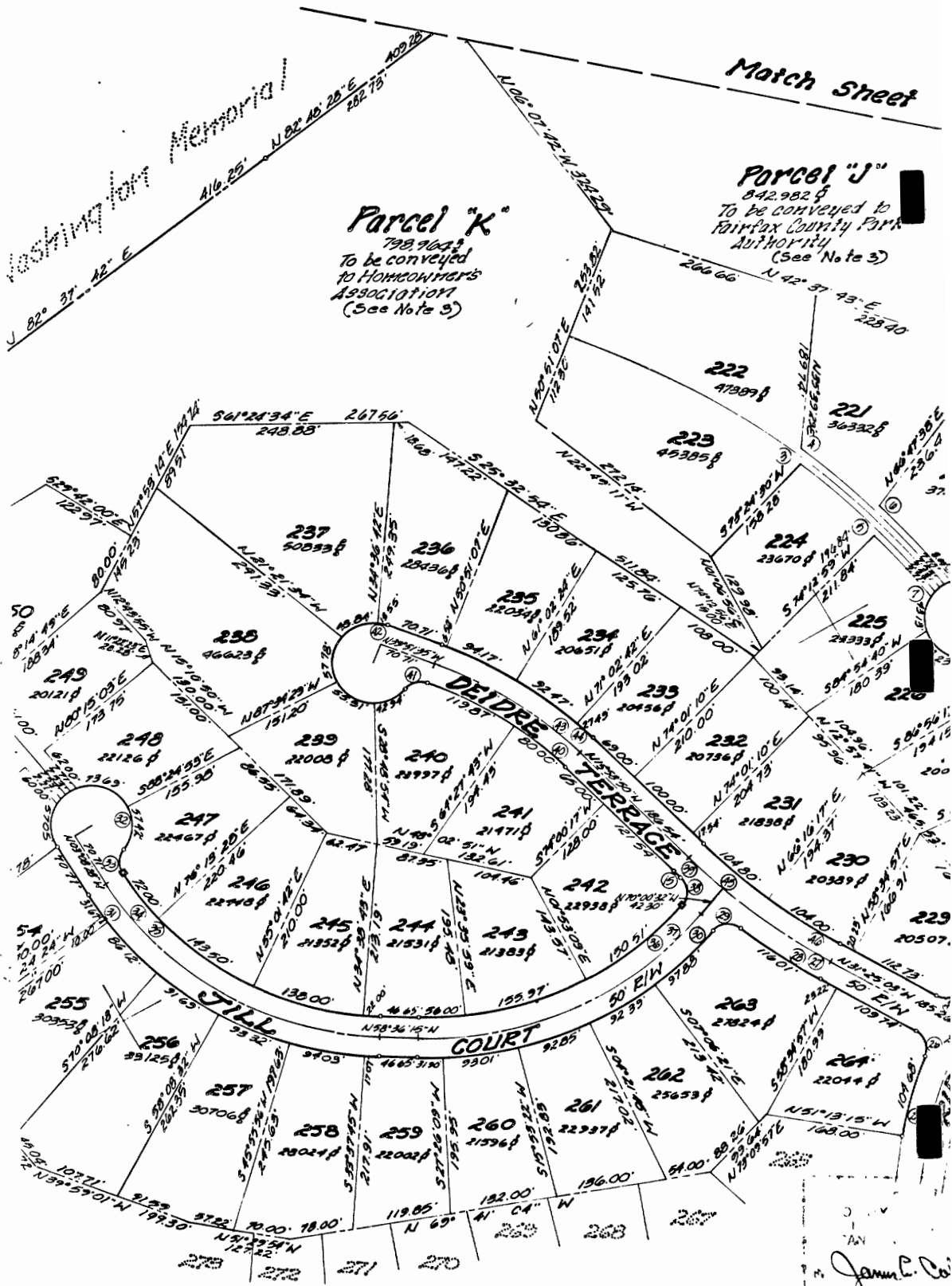
DEWBERRY, NEALON & DAVIS
ENGINEERS - PLANNERS - SURVEYORS
8411 BELKINGTON BLVD. FAIRFAX, VIRGINIA



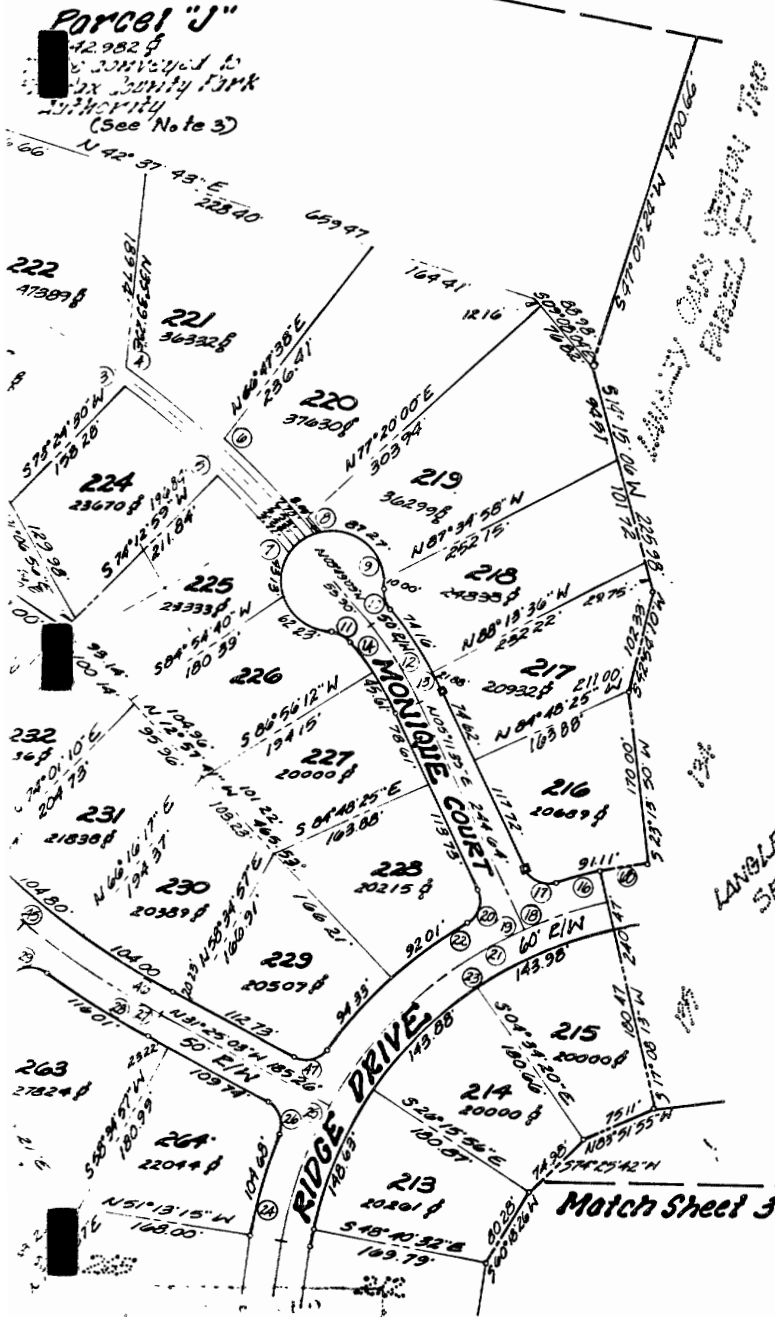
45264

Sheet 1 of 5
RPA-1041





Match Sheet 1 of 5



APPROVAL TO A
SENT TO FOR
SANITARY SEWER

FINAL PLAT
RECOMMENDED FOR APPROVAL
FAIRFAX COUNTY
PRELIMINARY ENGINEER
6-14-77 BY *R. Van Dine*
DATE

APPROVED
FOR
BOARD OF SUPERVISORS
FAIRFAX COUNTY, VIRGINIA
6/14/77 *W. L. L. H.*
DATE

APPROVAL VOID IF PLAT IS NOT
OFFERED FOR RECORD WITHIN
90 DAYS AFTER DATE THEREOF.

Match Sheet 3 of 5

**PLAT OF
LANGLEY OAKS
SECTION THREE**

SCALE: 1"=100'

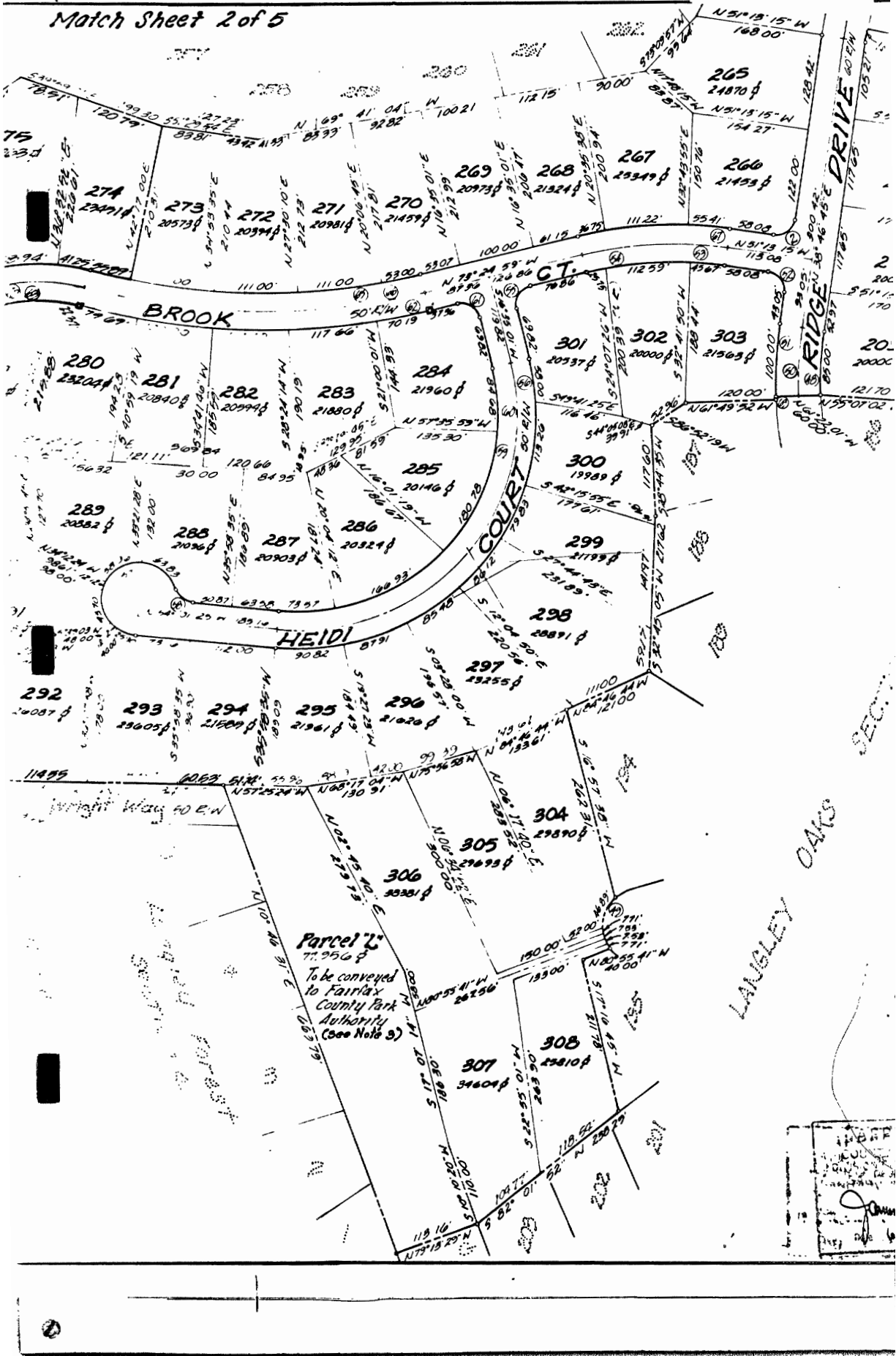
OCTOBER 1976

Sheet 2 of 5

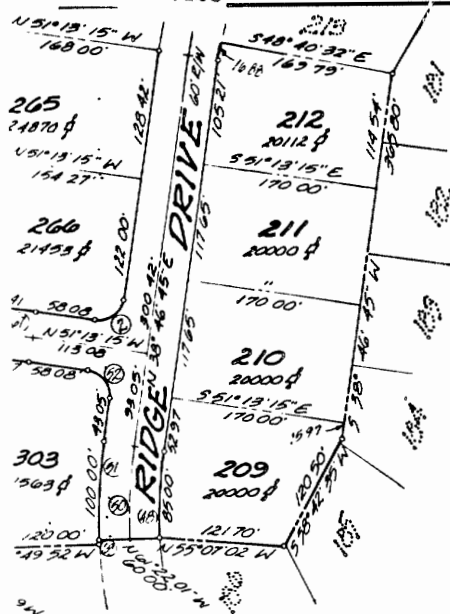
RPA-1041

James C. Colton
6-10-77

Match Sheet 2 of 5



32.4 4630 E 426



APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER.

LANGLEY OAKS
SECTION TWO

FINAL PLAT
RECOMMENDED FOR APPROVAL
6-14-77 *[Signature]*
6/14/77 *[Signature]*

RECEIVED BY
COUNTY OF FAIRFAX
6/19/77
By *[Signature]* Date 6/19/77

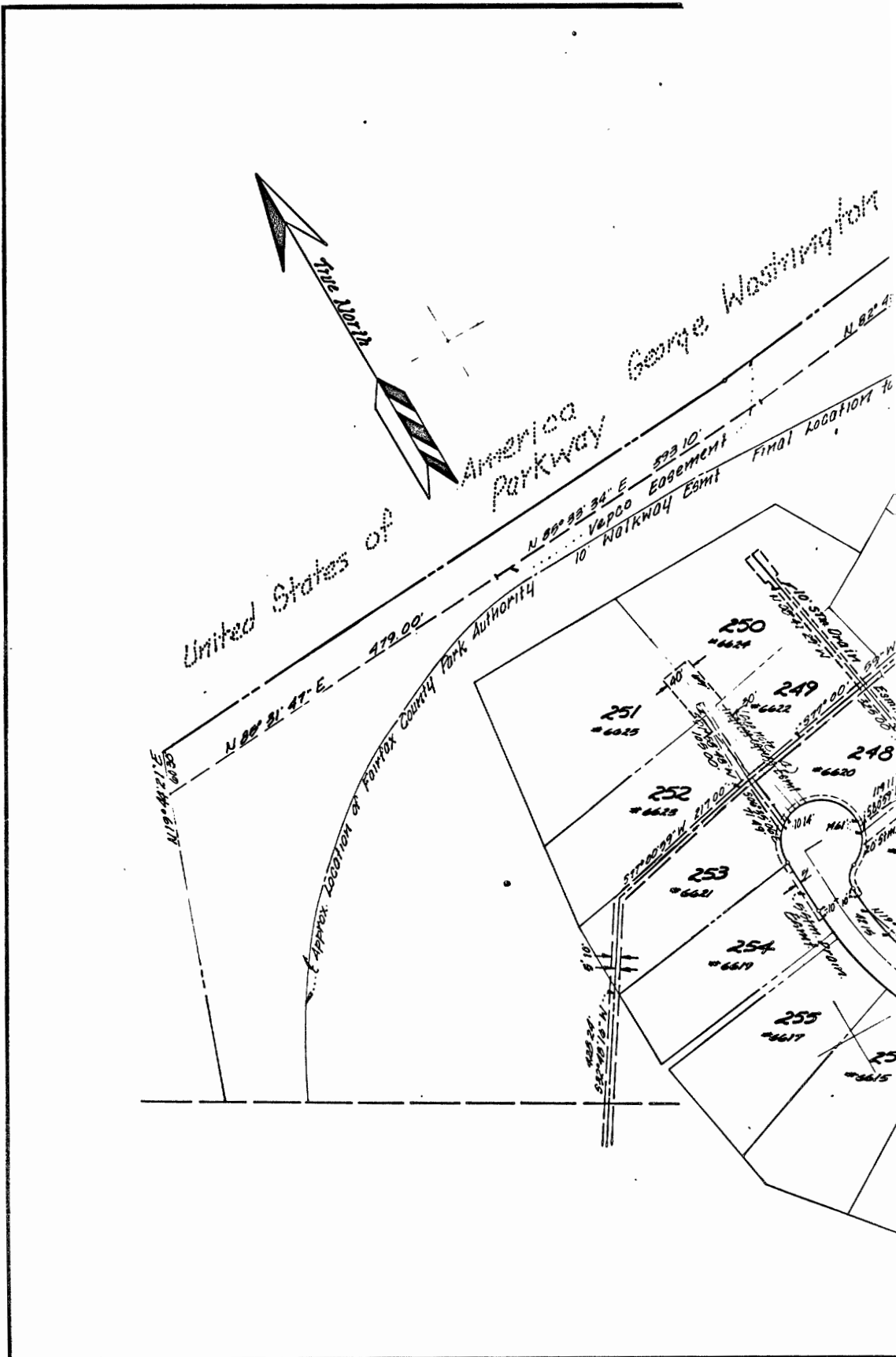
APPROVED
COUNTY OF FAIRFAX
JAMES R. DALLA
6-10-77

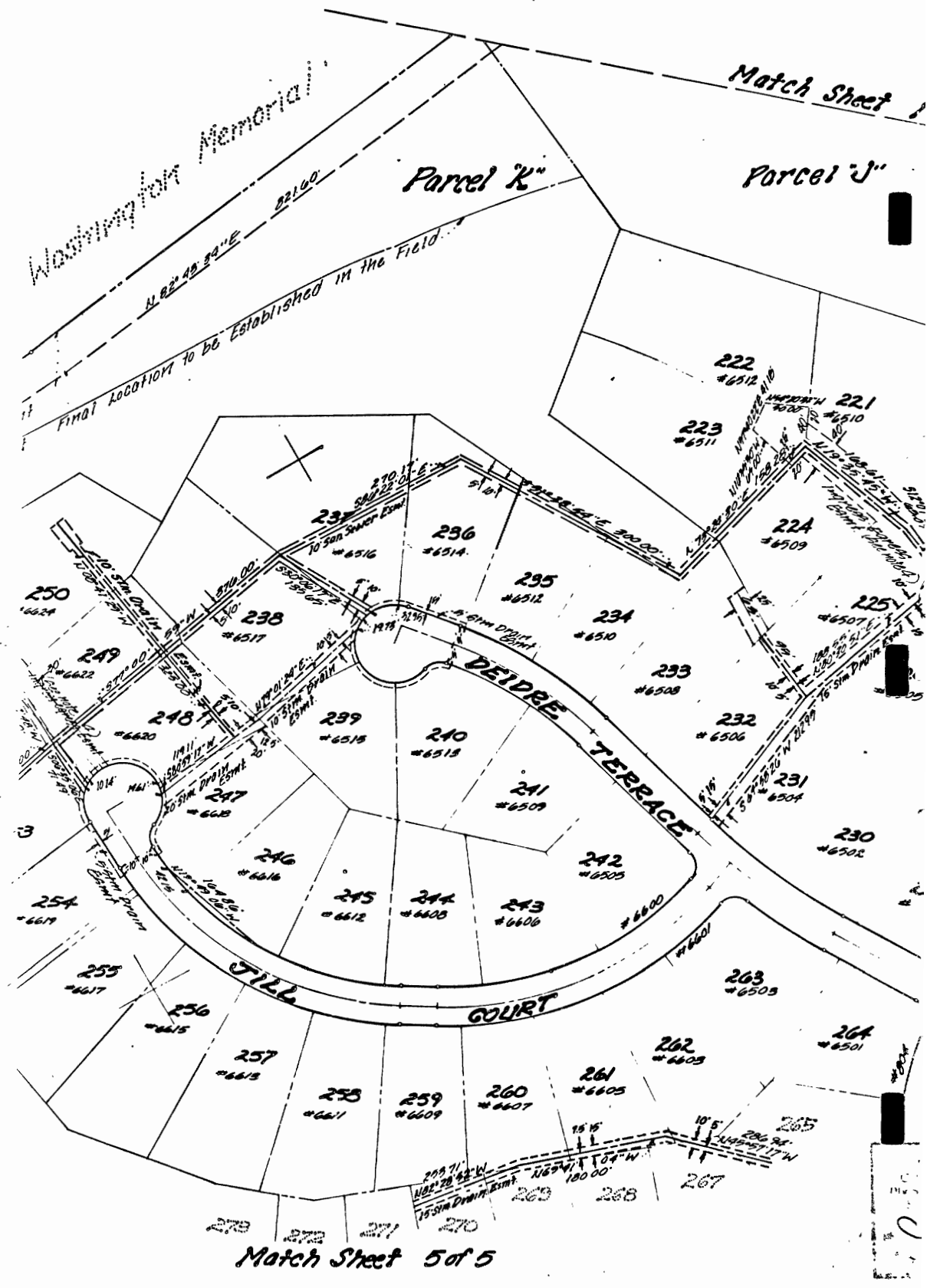
PLAT OF
LANGLEY OAKS
SECTION THREE

SCALE: 1"=100'

OCTOBER 1976

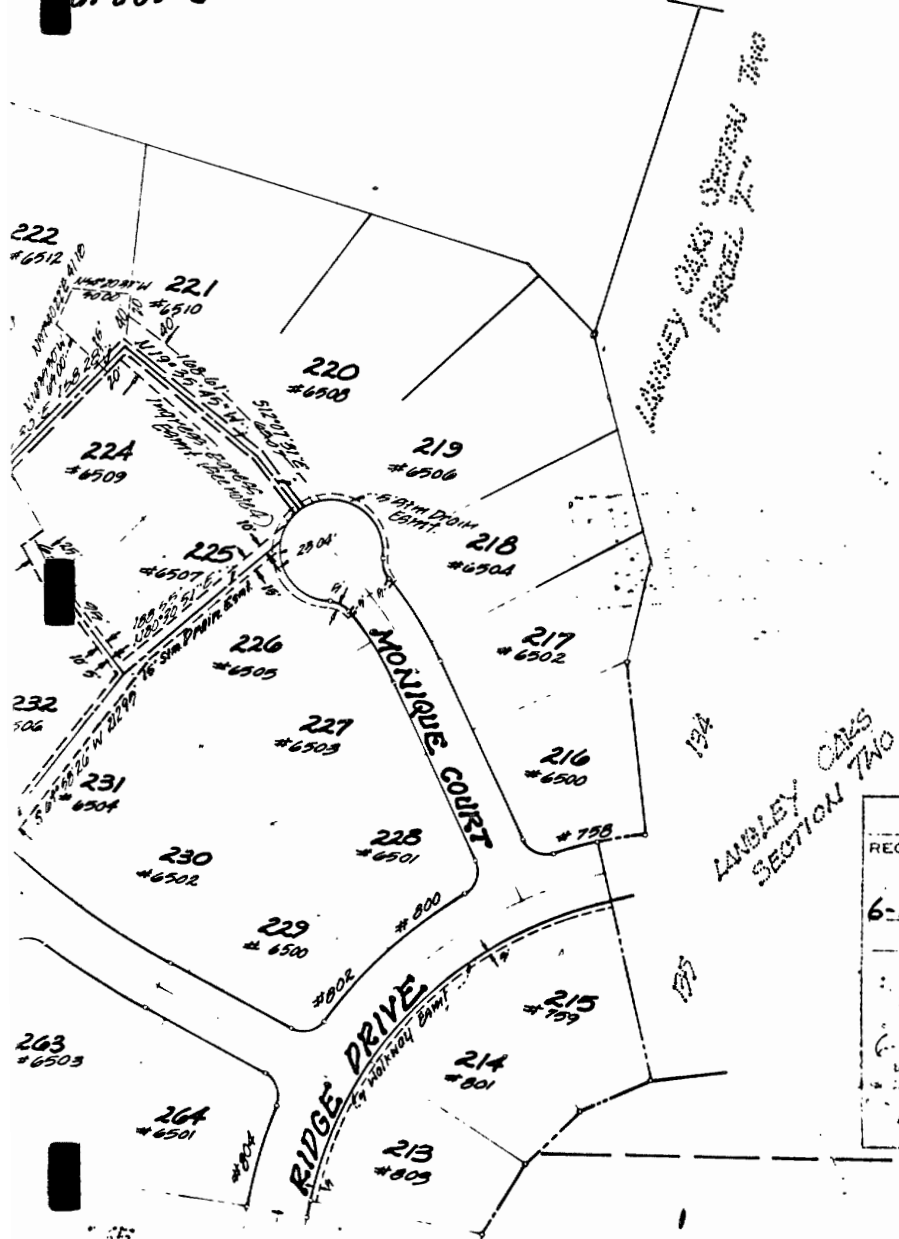
SHEET 3 OF 5
EPA-1041





Match Sheet 1 of 5

Parcel J



FINAL PLAT
RECOMMENDED BY APL
DATE 6-14-77 BY *Shandishom*
DATE 6-11-77 BY *Shandishom*

APPROVED
COUNTY CLERK
JAMES L. COLTON
6-10-77

PLAT OF
LANGLEY OAKS
SECTION THREE

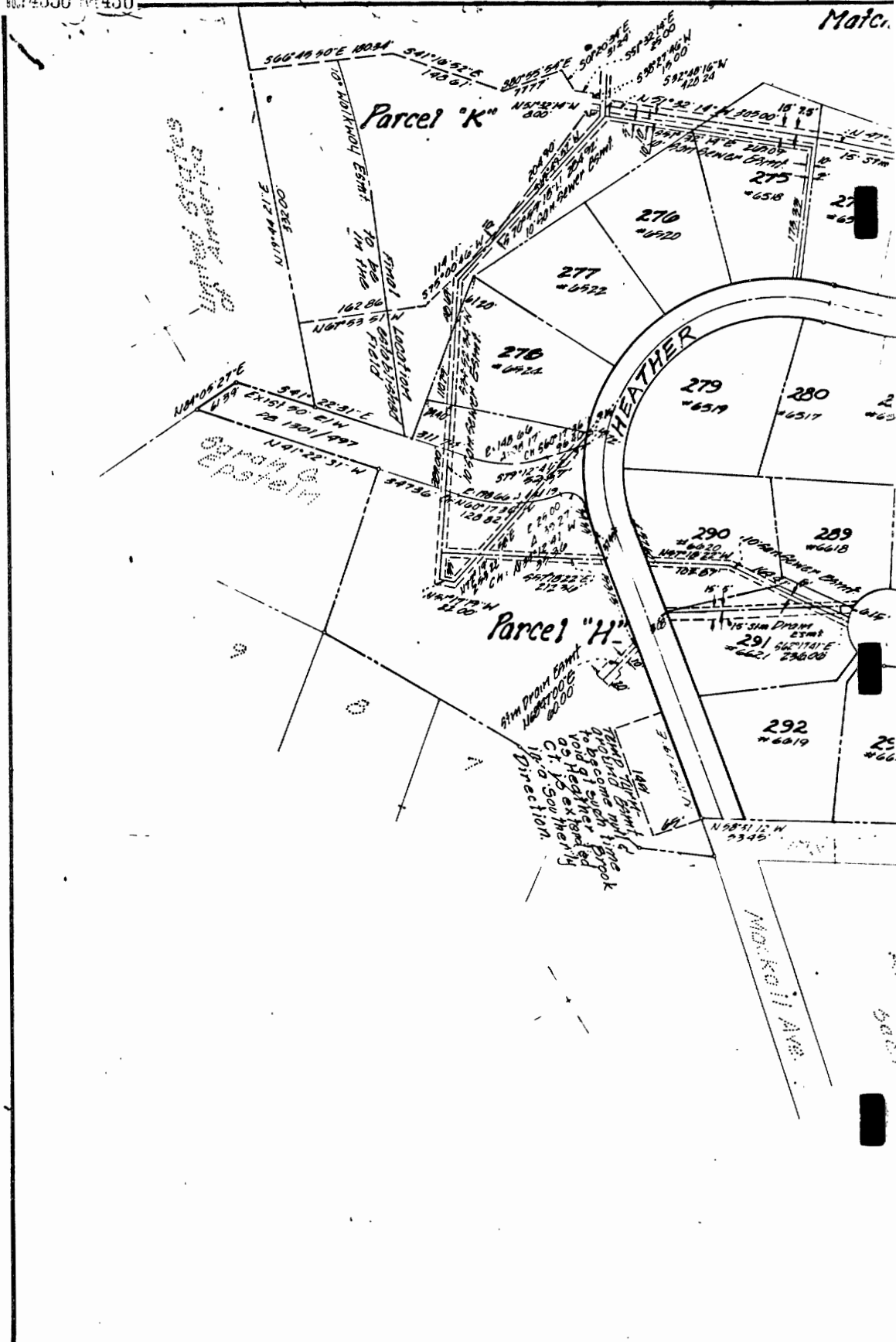
SCALE: 1"=100'

OCTOBER 1976

Sheet 4 of 5

RPA-1041

Match.



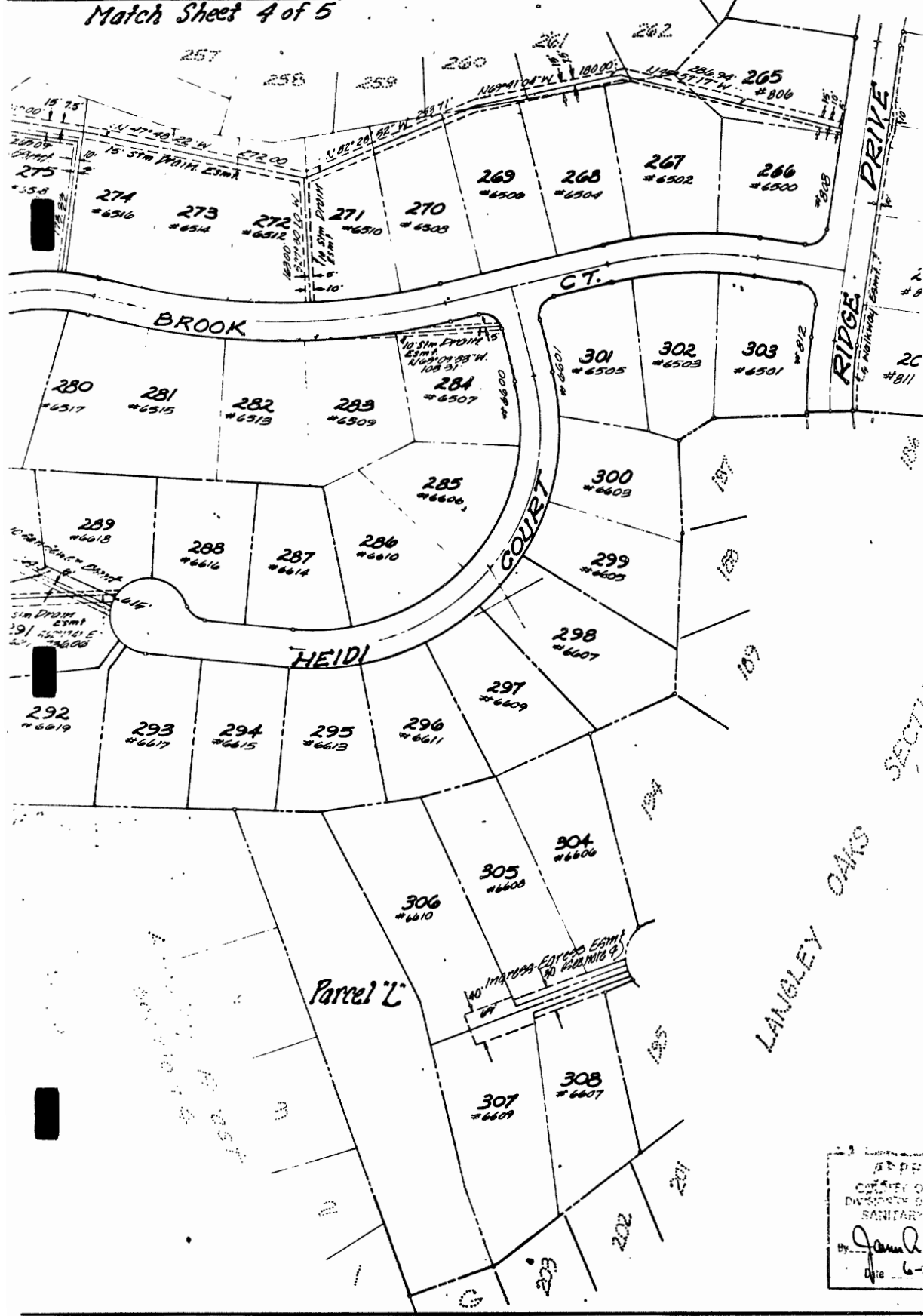
Parcel "K"

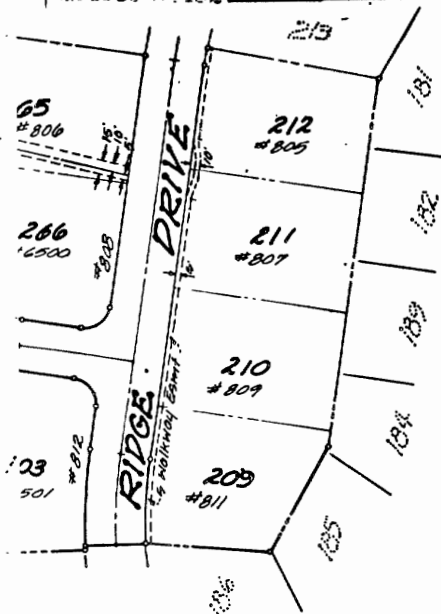
Parce! "H-

A close-up photograph of the 'WEATHER' section of a weather vane. The word 'WEATHER' is printed in a bold, sans-serif font along the curve of the vane's body. To the right, the letters 'IN' are partially visible.

Marko J. Marko

Match Sheet 4 of 5





THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER.

6-14-77 *[Signature]*
6/14/77 *[Signature]*

LANGLEY OAKS
SECTION TWO

DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
Division of Design Review
Fairfax, Virginia

All street locations and/or easements
shown on the map are in accordance with
the requirements of the
office and the necessary permits
or bonds have been received.
By *[Signature]* Date 6/14/77

APPROVED
COUNTY OF FAIRFAX
DIVISION OF DESIGN REVIEW
SANITARY SECTION
By *[Signature]*
Date 6-14-77

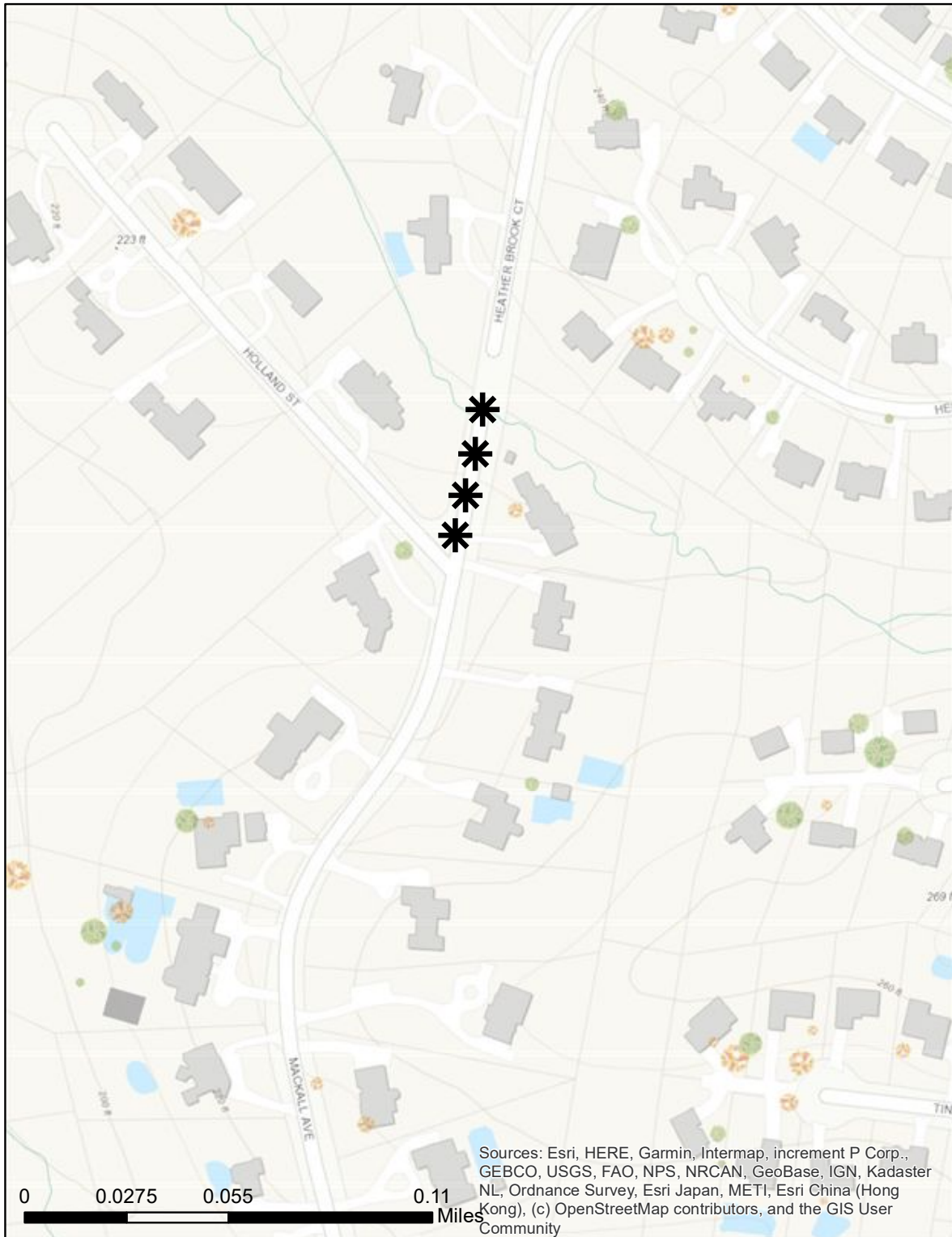
PLAT OF
LANGLEY OAKS
SECTION THREE

SCALE: 1"=100' OCTOBER 1976

Discontinuance of a Portion of Mackall Avenue (Route 1049)

ATTACHMENT IV

Dranesville



Tax Map 21-4

***** Denotes Area to be Discontinued

Board Agenda Item
January 24, 2023

ADMINISTRATIVE - 6

Discontinuance of a Portion of Route 676 (Clark's Crossing Road) from the Secondary System of State Highways (Hunter Mill District)

ISSUE:

Board adoption of the attached resolution requesting that a portion of Route 676 (Clark's Crossing Road) be discontinued from the Secondary System of State Highways.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached resolution (Attachment I) requesting that the identified portion of subject roadway be discontinued from the Secondary System of State Highways.

TIMING:

Board action is requested on January 24, 2023.

BACKGROUND:

The subject portion of Route 676 (Clark's Crossing Road) was accepted into the Virginia Department of Transportation's (VDOT) Secondary System of State Highways in 1948 (Attachments II & III). Located between Lawyers Road and Clark's Crossing Park, this portion is unimproved and currently used as an unofficial natural-surface pedestrian connection by the surrounding community. Given that this portion of dedicated, unimproved right-of-way (ROW) is being used by the community, the Fairfax County Department of Transportation (FCDOT) determined that a discontinuance of said subject portion would allow both the continued public use of the dedicated ROW, and the required documented process for VDOT to remove the subject portion from maintenance responsibility. The County will be responsible for future maintenance within the dedicated ROW.

If the discontinuance request is approved, the mileage will be removed from the Virginia Department of Transportation (VDOT) maintenance responsibility and allow VDOT to revise its maintenance mileage logs that are used to determine levels of State maintenance funding within Fairfax County.

Board Agenda Item
January 24, 2023

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Resolution
Attachment II: VDOT Sketch and Aerial Map
Attachment III: VDOT Road Addition Sketch 1948
Attachment IV: Location Map

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Jeff Hermann, Division Chief, FCDOT-Site Analysis & Transportation Planning Division
Gregory Fuller Jr., Section Chief, FCDOT-Site Analysis
Michelle Guthrie, FCDOT-Site Analysis

ATTACHMENT I

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Fairfax County Government Center at Fairfax, Virginia, on January 24, 2023, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Fairfax County Department of Transportation (FCDOT) requests to discontinue a portion of Route 676 (Clark's Crossing Road);

WHEREAS, Route 676 (Clark's Crossing Road) was accepted into VDOT's Secondary System of State Highways in 1948 (Attachments II & III); and

WHEREAS, the subject portion, located between Lawyers Road and Clark's Crossing Park, is unimproved and currently used as an unofficial natural-surface pedestrian connection by the surrounding community; and

WHEREAS, the County will be responsible for future maintenance within the dedicated right-of-way; and

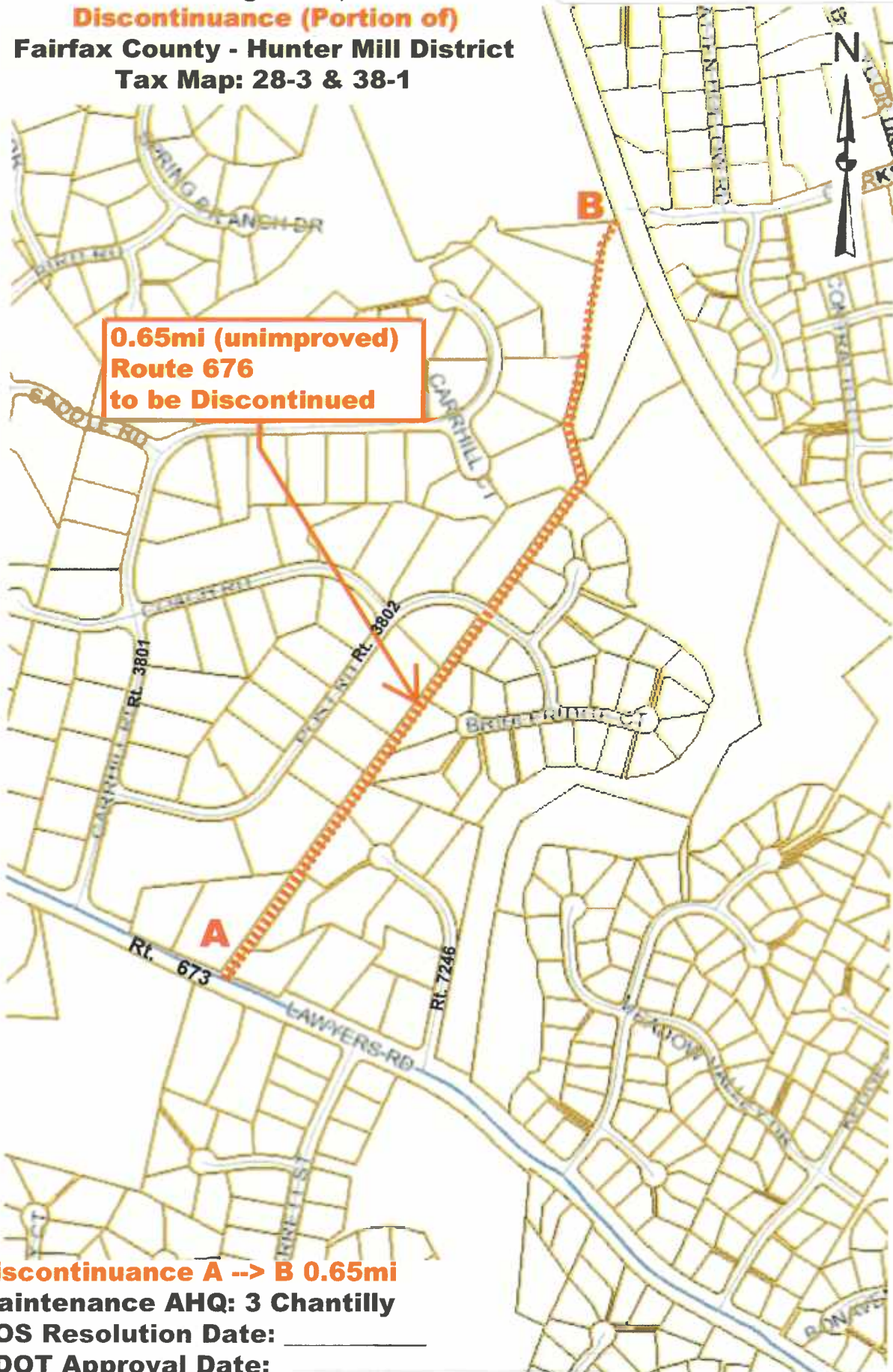
WHEREAS, notice of intention to discontinue this portion of Route 676 (Clark's Crossing Road) was given on November 7, 2022, in accordance with Va. Code Ann. § 33.2-908 (2014),

NOW THEREFORE, BE IT RESOLVED that this Board hereby requests, pursuant to Virginia Code Section § 33.2-908 (2014), that the Commonwealth Transportation Board, discontinue as part of the secondary system of state highways, the .65-mile portion of Clark's Crossing Road as indicated on Attachment II.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

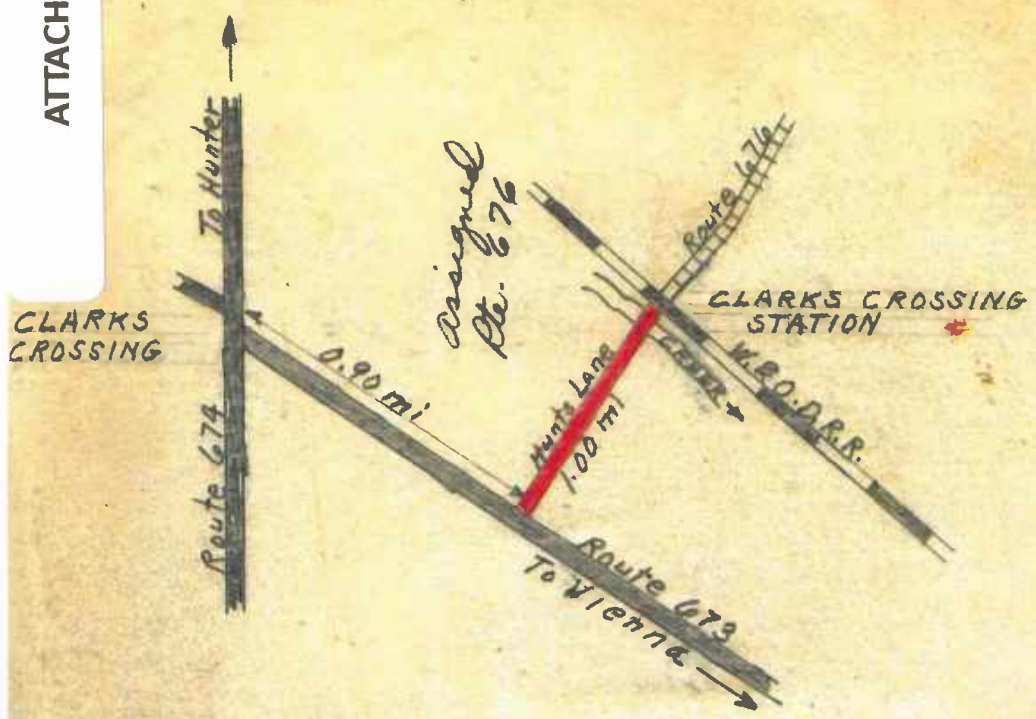
**Clark's Crossing Road, Route 676
Discontinuance (Portion of)
Fairfax County - Hunter Mill District
Tax Map: 28-3 & 38-1**




ATTACHMENT III

FAIRFAX COUNTY
SECONDARY SYSTEM
1948

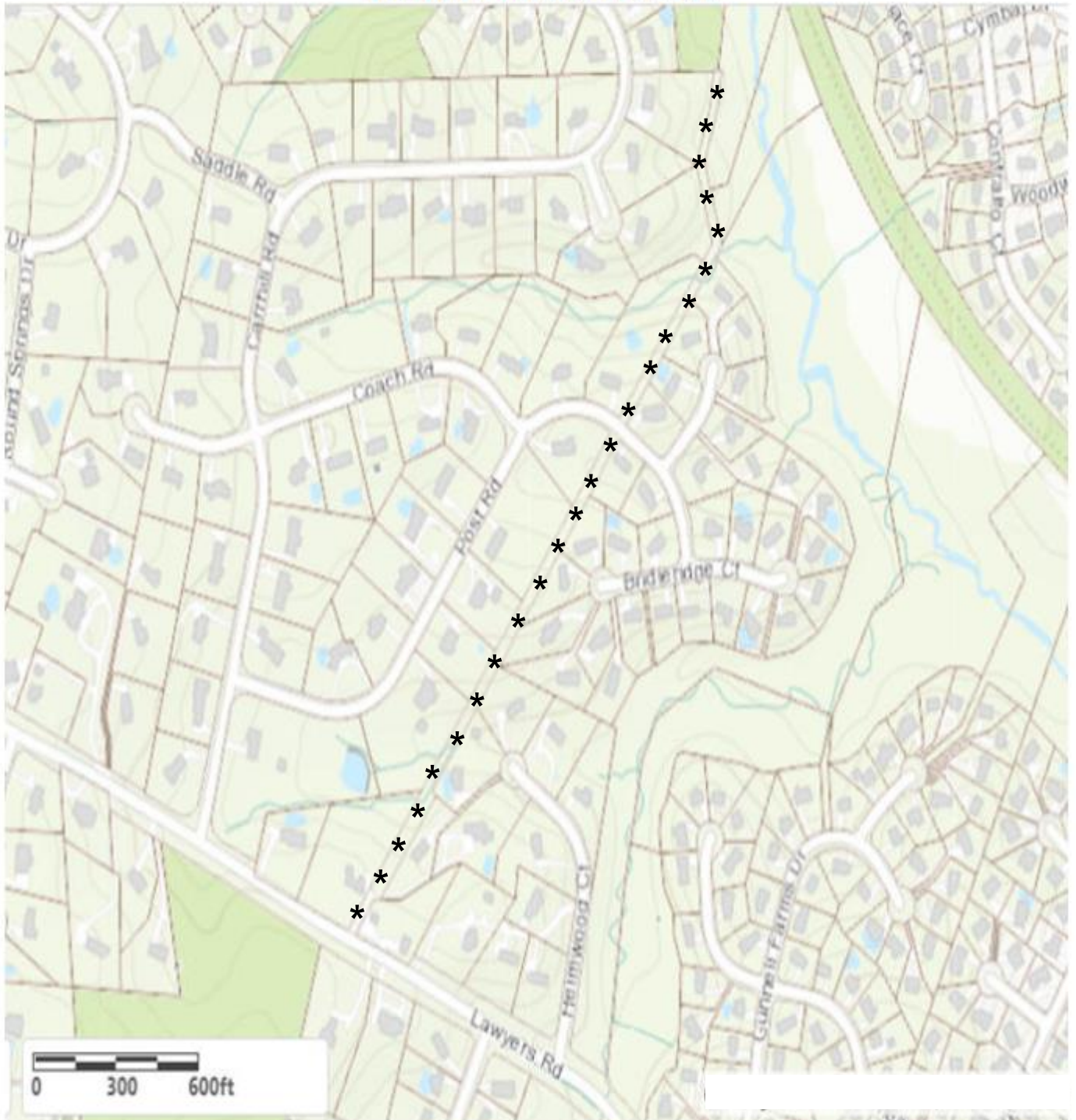
807M
MAP REVISED
AND RECORDED
DATE 7-21-48
R.S.M.



Requested Addition as shown in Red 
Length 1.00 mi. Known as Hunts Lane
30' R/W No Surface No Roadway
4 Houses

J.H. Phillips Res. Eng.

Discontinuance of a Portion of Clark's Crossing Road (Route 676) Hunter Mill District



Tax Maps 28-3 & 38-1

*** Symbol Denotes Area to be Discontinued**

Board Agenda Item
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ADMINISTRATIVE - 7

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Covington Community Parking District (Providence District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix M of *the Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish the Covington Community Parking District (CPD).

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for February 21, 2023, at 4:00 p.m., to consider adoption of a Fairfax County Code amendment (Attachment I) to establish the Covington CPD on Ellenwood Drive from Arlington Boulevard to Lee Highway.

TIMING:

The Board of Supervisors should take action on January 24, 2023, to provide sufficient time for advertisement of the public hearing on February 21, 2023, at 4:00 p.m.

BACKGROUND:

Fairfax County Code Section 82-5B-2 authorizes the Board to establish a CPD for the purpose of prohibiting or restricting the parking of the following vehicles on the streets in the CPD: watercraft, boat trailer, motor home, camping trailer, or any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in *Virginia Code* § 46.2-341.4.

No such CPD shall apply to: (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location, (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power, (iii) restricted vehicles temporarily parked on a public street within any such CPD for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip, or (iv) restricted vehicles that are

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temporarily parked on a public street within any such CPD for use by federal, state, or local public agencies to provide services.

Pursuant to Fairfax County Code Section 82-5B-3, the Board may establish a CPD if: (1) the Board receives a petition requesting establishment and such petition contains the names, addresses, and signatures of petitioners who represent at least 60 percent of the addresses within the proposed CPD, and represent more than 50 percent of the eligible addresses on each block of the proposed CPD, (2) the proposed CPD includes an area in which 75 percent of each block within the proposed CPD is zoned, planned, or developed as a residential area, (3) the Board receives an application fee of \$10 for each petitioning property address in the proposed CPD, and (4) the proposed CPD must contain the lesser of (i) a minimum of five block faces or (ii) any number of blocks that front a minimum of 2,000 linear feet of street as measured by the centerline of each street within the CPD.

Staff has verified that the requirements for a petition based CPD have been satisfied.

The parking prohibition described above is proposed to be in effect seven days per week, 24 hours per day.

FISCAL IMPACT:

Funding in the amount of approximately \$2,450 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:

Attachment I: Amendment to the *Fairfax County Code*, Appendix M (CPD Restrictions)
Attachment II: Area Map of Proposed Covington CPD

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Gregg Steverson, Deputy Director, FCDOT
Lisa Witt, Chief, Administrative Services, FCDOT
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney

PROPOSED CODE AMENDMENT
THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX M

M-96 Covington Community Parking District

(a) *District Designation*

- (1) The restricted parking area is designated as the Covington Community Parking District.
- (2) Blocks included in the Covington Community Parking District are described below:

Ellenwood Drive (Route 5188)
From Arlington Boulevard to Lee Highway

(b) *District Provisions*

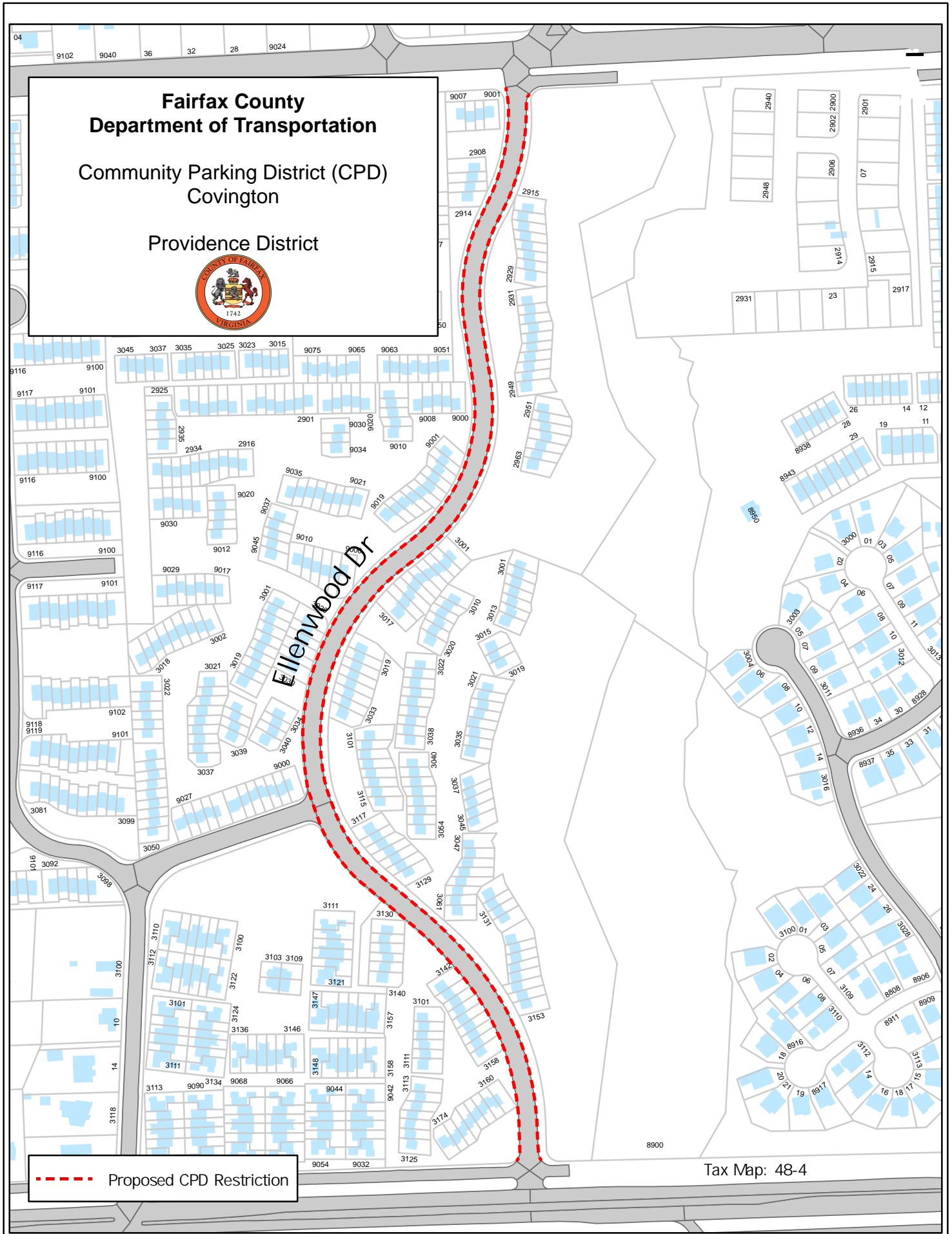
- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5B of Chapter 82.
- (2) Parking of watercraft; boat trailers; motor homes; camping trailers; any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4 is prohibited at all times on the above-described streets within the Covington Community Parking District.
- (3) No such Community Parking District shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location or (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power or (iii) restricted vehicles temporarily parked on a public street within any such District for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip, or (iv) restricted vehicles that are temporarily parked on a public street within any such District for use by federal,

state, or local public agencies to provide services.

- (c) *Signs.* Signs delineating the Covington Community Parking District shall indicate community specific identification and/or directional information, if applicable, in addition to the following:

NO PARKING
Watercraft
Trailers, Motor Homes
Vehicles ≥ 3 Axles
Vehicles GVWR $\geq 12,000$ lbs.
Vehicles ≥ 16 Passengers

FAIRFAX COUNTY CODE §82-5B



ADMINISTRATIVE – 8

Authorization for the Department of Family Services Division of Domestic and Sexual Violence Services to Apply for and Accept Grant Funding from the Virginia Department of Social Services to Support Healthy Youth Prevention Education

ISSUE:

Board of Supervisors authorization is requested for the Department of Family Services (DFS) to apply for and accept funding in the amount of \$200,000, if received, from the Virginia Department of Social Services (VDSS) to fund sexual and domestic violence prevention projects intended to prevent the first-time perpetration of sexual and domestic violence. Funding is being requested to support the expansion of the Healthy Youth Prevention Education (HYPE) project. The HYPE project is an eight-session violence prevention and healthy relationship workshop that is presented in Fairfax County Public Schools, youth extra-curricular programs, and community centers. Grant funding will allow the HYPE curriculum to be translated into Spanish and it will be tailored to be linguistically and culturally relevant for the target audience. Once completed, HYPE for Spanish speakers will be delivered in two high schools and in two community-based organizations that serve youth age 14 to 19 years. Funding includes 1/1.0 FTE new grant position. The grant period is March 1, 2023, through September 30, 2024, with funding available through September 30, 2026. No Local Cash Match is required. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Department of Family Services to apply for and accept grant funding, if received, from the Virginia Department of Social Services (VDSS). Funding in the amount of \$200,000 will be used to translate the HYPE curriculum into Spanish and then to deliver HYPE for Spanish speakers at two high schools and at two community-based organizations. No Local Cash Match is required, and 1/1.0 FTE new grant position is being requested. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

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TIMING:

Board approval is requested on January 24, 2023. This application has been submitted pending Board approval and will be immediately withdrawn if the Board does not approve this request.

BACKGROUND:

The Virginia Department of Social Services released a Request for Proposal (RFP) to fund sexual and domestic violence prevention projects for the development and sustainability of initiatives intended to prevent the first-time perpetration of sexual and domestic violence through strategies that:

- Promote the development and maintenance of health practices related to relationships, sexuality, and social emotional development, and
- Counteract the factors contributing to the initial perpetration of sexual and domestic violence.

Proposed projects can either be brand new prevention initiatives or the expansion of existing prevention initiatives.

The Department of Family Services Domestic and Sexual Violence Services (DSVS) division is well positioned to apply for funding to expand the HYPE project. The HYPE project began in 2017 and is an eight-session violence prevention and healthy relationship workshop that is presented in Fairfax County Public Schools, youth extra-curricular programs, and community centers. Through hands-on activities, multimedia, role-play exercises, and facilitated discussions, teens will have opportunities to examine various elements of relationships and develop skills to identify and replicate healthy dynamics in interpersonal interactions. Since inception, DSVS has provided 320 HYPE sessions in nine different high schools and 17 non-school sites.

Grant funding will expand this prevention program by allowing the HYPE curriculum to be translated into Spanish along with tailoring it to be linguistically and culturally relevant for the target audience. Once completed, HYPE for Spanish speakers will be delivered in two high schools and in two community-based organizations that serve youth age 14 to 19 years. This funding will also support 1/1.0 FTE new Prevention Specialist grant position. Under the leadership of the County-wide Coordinator, the Prevention Specialist will guide curriculum development, deliver HYPE workshops to students and teens in identified school and community-based sites, and conduct pre- and post-testing. This position will also be responsible for reporting progress to the funder on project deliverables.

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FISCAL IMPACT:

Grant funding of \$200,000 is being requested from the Virginia Department of Social Services to translate the HYPE curriculum into Spanish and then to deliver HYPE for Spanish speakers at two high schools and at two community-based organizations. This action does not increase the expenditure level of the Federal-State Grant Fund as funds are held in reserve for unanticipated grant awards in FY 2023. No Local Cash Match is required. Indirect cost recovery is allowed but DFS is not requesting the recovery of indirect costs in order to maximize funds available to accomplish the objectives of the project.

CREATION OF POSITIONS:

There will be 1/1.0 FTE new grant position created with this grant funding. When grant funding expires, the County is under no obligation to continue funding this position.

ENCLOSED DOCUMENTS:

Attachment 1 – Sexual and Domestic Violence Prevention Summary of Proposal

STAFF:

Christopher A. Leonard, Deputy County Executive

Michael A. Becketts, Director, Department of Family Services

Toni Zollicoffer, Division Director, Domestic and Sexual Violence Services

SEXUAL AND DOMESTIC VIOLENCE PREVENTION SUMMARY OF PROPOSED RFP FUNDING

RFP Title:	RFP #FAM-22-081- Sexual and Domestic Violence Prevention
Funding Agency:	Virginia Department of Social Services
Applicant:	Department of Family Services, Domestic and Sexual Violence Services (DSVS)
Partner:	Community and public school leaders and organizations supporting youth
Purpose of RFP:	To prevent the first-time perpetration of sexual and domestic violence by promoting the development and maintenance of healthy practices related to relationships, sexuality, and social emotional development as well as counteract the factors contributing to the initial perpetration of sexual and domestic violence.
Funding Amount:	\$200,000; there is no Local Cash Match associated with this award.
Proposed Use of Funds:	To support the expansion of DSVS' Healthy Youth Prevention Education (HYPE) project into two high schools and two community-based organizations. Activities funded will include hiring 1/1.0 FTE grant funded Prevention Specialist; continuing and building relationships with community and public school leaders; and delivering primary prevention services to youth through an 8-session curriculum that teaches students and teens about dating and sexual violence prevention.
Target Population:	Youth age 14 to 19 years.
Performance Measures:	<p>The success of this project will be based on:</p> <ul style="list-style-type: none"> • Successful expansion of HYPE project into at least two high schools and two community-based organizations • Evaluation of project effectiveness through: <ul style="list-style-type: none"> ○ Successful collaboration with schools and youth serving community-based organizations to implement the HYPE project, ○ At least 80% of students successfully completing the 8-week HYPE curriculum, and ○ Pre- and post-test results
Grant Period:	March 1, 2023, through September 30, 2024, with 2 one-year renewal periods through September 30, 2026.

ADMINISTRATIVE – 9

Authorization for the Department of Neighborhood and Community Services to Request the Consolidation of the Head Start and Early Head Start Grant and Early Head Start Child Care Partnership and Expansion Grant from the U.S. Department of Health and Human Services

ISSUE:

Board of Supervisors authorization is requested for the Department of Neighborhood and Community Services to request the consolidation of the Head Start and Early Head Start Grant and the Early Head Start Child Care Partnership and Expansion Grant from the U.S. Department of Health and Human Services. The consolidation of the grants into a single federal award will significantly reduce annual federal grant application and renewal requirements, streamline administrative processes, reduce reporting and auditing burden across multiple grants, ease planning and oversight of grant activities, and simplify the cost allocation plan for expenses. The grantor has indicated that in order to request consolidation of the County's existing awards, the Board of Supervisors must formally approve the request. If approved, the consolidation would be effective for the grant program year beginning July 1, 2023. The total anticipated funding associated with these awards will remain \$11.6 million, including \$1.5 million in Local Cash Match.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Department of Neighborhood and Community Services to request consolidation of the Head Start and Early Head Start Grant and Early Head Start Child Care Partnership and Expansion Grant from the U.S. Department of Health and Human Services. The consolidation of the grants into a single federal award will significantly reduce annual federal grant application and renewal requirements, streamline administrative processes, reduce reporting and auditing burden across multiple grants, ease planning and oversight of grant activities, and simplify the cost allocation plan for expenses.

TIMING:

Board action is requested on January 24, 2023.

BACKGROUND:

Head Start and Early Head Start are national child and family development programs that provide quality early childhood education and comprehensive family support services to income eligible families with children birth to five years of age and expectant

Board Agenda Item
January 24, 2023

parents. Head Start serves 434 children and their families and Early Head Start serves 224 children birth to three years of age, as well as pregnant mothers. The Department of Neighborhood and Community Services was also awarded a combined Early Head Start Child Care Partnership and Expansion grant to serve 56 infants and toddlers, and their families, by establishing new partnerships with family child care providers and expanding the existing Early Head Start center-based option at the Gum Springs Glen Early Head Start program.

The funding for the Head Start and Early Head Start Grant and the Early Head Start Child Care Partnership and Expansion Grant are currently received in two separate federal awards that are on differing funding cycles and require separate application, reporting, and management processes. In 2019, the U.S. Department of Health and Human Services released guidance informing grantees of the opportunity to request consolidation of multiple Head Start grants to streamline processes, reduce the administrative burdens of managing multiple grants, and remove duplicative efforts. The Head Start and Early Head Start grant is currently in year two of a five-year project period that began on July 1, 2021, and the Early Head Start Child Care Partnership and Expansion Grant is currently in year four of a five-year project period that began on July, 1, 2019. If the consolidation request is approved by the U.S. Department of Health and Human Services, the consolidated grant will move to the project period of the oldest grant.

Services will continue to be provided by the Department of Neighborhood and Community Services, Fairfax County Public Schools, and Higher Horizons Day Care Center, Inc., and include a home-based option, center-based option, and family child care option.

FISCAL IMPACT:

This request will consolidate funding into a single federal award. This consolidation will not change the total funding amount for the program or the non-federal share match requirements. Funding will continue to be appropriated in the Federal-State Grant Fund and will follow grant policies to accept the award.

CREATION OF NEW POSITIONS:

No new grant positions are being requested with this consolidation request.

ENCLOSED DOCUMENTS:

None

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STAFF:

Christopher A. Leonard, Deputy County Executive

Lloyd Tucker, Director, Department of Neighborhood and Community Services (NCS)

Flor Philips, Division Director, Early Childhood, NCS

Chad Pressey, Senior Fiscal Manager, NCS

Board Agenda Item
January 24, 2023

ACTION - 1

Approval of the Board of Supervisors' Regular Meeting Schedule for Calendar Year 2023 and Authorization for the Chairman to Postpone a Scheduled Meeting in the Event of Weather or Other Hazardous Conditions

ISSUE:

Board approval of its regular meeting schedule for January through December 2023.

RECOMMENDATION:

The County Executive recommends that the Board (1) approve the Board regular meeting schedule for January through December 2023 and (2) authorize the Chairman to defer any scheduled regular meeting to the Tuesday following the deferred regular meeting if the Chairman, or the Vice Chairman if the Chairman is unable to act, finds and declares that the weather or other conditions are such that it is hazardous for members to attend.

TIMING:

Board action is requested on January 24, 2023. Virginia law requires the Board to adopt its regular meeting schedule for calendar year 2023 at the first meeting in January.

BACKGROUND:

On July 19, 2022, staff presented the Board with a draft regular meeting schedule for calendar year 2023 for planning purposes. Virginia Code Section 15.2-1416 requires a governing body of each county to establish the days, times, and places of its regular meetings at the annual meeting, which is the first meeting of the year. For that reason, the draft regular meeting schedule for calendar year 2023 is being presented to the Board again for formal adoption. Scheduled meetings may be adjourned and reconvened but not beyond the time fixed for the next regular meeting. The Board may schedule additional meetings or adjust the schedule of meetings approved at the annual meeting by following the procedures established in the statute cited above, which include provision of adequate notice of all such meetings. In accordance with the requirement of Virginia Code Section 15.2-1416 and the regular practice of the Board to provide members of the general public with the opportunity for public comment during a regular meeting at least quarterly, proposed Public Comment dates can be found on Attachment 1.

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In addition, Virginia Code Section 15.2-1416 authorizes the Board to fix the day or days to which a regular meeting shall be continued if the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend a regularly scheduled meeting. If those provisions are made, and the finding is communicated to the members and the press as promptly as possible, then all hearings and other matters previously advertised for that date shall be conducted at the continued meeting without a requirement for further advertisement. In order to take advantage of that authority in such an emergency, staff recommends that the Board also authorize the Chairman to continue any scheduled meeting to the following Tuesday when weather or other conditions make attendance at the previously scheduled regular meeting hazardous.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENT:

Attachment 1 – Proposed Meeting Schedule for Calendar Year 2023

Attachment 2 – Virginia Code Section 15.2-1416

Attachment 3 – Proposed Resolution Establishing the Regular Meeting Schedule for Calendar Year 2023 and Authorizing the Chairman to Continue a Meeting in the Event of Weather or Other Hazardous Conditions

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

ASSIGNED COUNSEL:

Daniel Robinson, Senior Assistant County Attorney

DRAFT

2023 Board of Supervisors Meeting Schedule

January 24, 2023	May 23, 2023 - <i>Public Comment</i>
February 7, 2023	June 6, 2023
February 21, 2023 - <i>Public Comment</i>	June 27, 2023 - <i>Public Comment</i>
March 7, 2023	July 11, 2023
March 21, 2023 - <i>Public Comment</i>	July 25, 2023 - <i>Public Comment</i>
April 11, 2023	September 12, 2023
<ul style="list-style-type: none"> • 9:30 to 4:00 p.m. Board Meeting • 4:00 p.m. Budget Public Hearing 	September 26, 2023 - <i>Public Comment</i>
April 12 and April 13, 2023	October 10, 2023
<ul style="list-style-type: none"> • 3:00 p.m. – Budget Public Hearings 	October 24, 2023 - <i>Public Comment</i>
May 2, 2023 (Budget Mark-up)	November 21, 2023 - <i>Public Comment</i>
May 9, 2023	December 5, 2023 - <i>Public Comment</i>

Potential 2023 Tuesday Dates for Board Committee Meetings

(Listed below are Tuesday dates that would be available for scheduling
of Board Committee meetings in 2023)

January 10	June 13
January 31	July 18
February 14	August 1
February 28	September 19
March 14	October 3
March 28	October 17
April 25	November 28
May 16	December 12

The Budget pre-Mark-up meeting is scheduled on Friday, April 28, 2023.

Code of Virginia
 Title 15.2. Counties, Cities and Towns
 Subtitle II. Powers of Local Government
 Chapter 14. Governing Bodies of Localities
 Article 2. Meetings of Governing Bodies

§ 15.2-1416. Regular meetings

A. The governing body shall assemble at a public place as the governing body may prescribe, in regular session in January for counties and in July for cities and towns. Future meetings shall be held on such days as may be prescribed by resolution of the governing body but in no event shall less than six meetings be held in each fiscal year.

B. The days, times and places of regular meetings to be held during the ensuing months shall be established at the first meeting which meeting may be referred to as the annual or organizational meeting; however, if the governing body subsequently prescribes any public place other than the initial public meeting place, or any day or time other than that initially established, as a meeting day, place or time, the governing body shall pass a resolution as to such future meeting day, place or time. The governing body shall cause a copy of such resolution to be posted on the door of the courthouse or the initial public meeting place and inserted in a newspaper having general circulation in the county or municipality at least seven days prior to the first such meeting at such other day, place or time. Should the day established by the governing body as the regular meeting day fall on any legal holiday, the meeting shall be held on the next following regular business day, without action of any kind by the governing body.

At its annual meeting the governing body may fix the day or days to which a regular meeting shall be continued if the chairman or mayor, or vice-chairman or vice-mayor if the chairman or mayor is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the regular meeting. Such finding shall be communicated to the members and the press as promptly as possible. All hearings and other matters previously advertised shall be conducted at the continued meeting and no further advertisement is required.

C. Regular meetings may be adjourned from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the governing body is completed. Notice of any regular meeting continued under this section shall be reasonable under the circumstances and be given as provided in subsection D of § [2.2-3707](#).

D. The governing body shall provide members of the general public with the opportunity for public comment during a regular meeting at least quarterly.

E. Notwithstanding the provisions of this section, any city or town that holds an organizational meeting in compliance with its charter or code shall be deemed to be in compliance with this section.

Code 1950, § 15-241; 1950, p. 8; 1954, c. 286; 1958, c. 291; 1960, c. 33; 1962, cc. 218, 623, § 15.1-536; 1964, c. 403; 1980, c. 420; 1994, cc. [371](#), [591](#); 1997, c. [587](#); 2004, c. [549](#); 2017, c. [616](#); 2020, c. [1144](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

**RESOLUTION ESTABLISHING THE BOARD REGULAR MEETING SCHEDULE FOR
CALENDAR YEAR 2023 AND AUTHORIZING THE CHAIRMAN TO CONTINUE
A MEETING IN THE EVENT OF WEATHER OR OTHER HAZARDOUS CONDITIONS**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, January 24, 2023, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, Virginia Code Section 15.2-1416 requires the Board of Supervisors of Fairfax County, Virginia, to assemble at its first meeting in January to establish the days, times, and places of its regular meetings in calendar year 2023; and

WHEREAS, Virginia Code Section 15.2-1416 authorizes the Board of Supervisors of Fairfax County, Virginia, to fix the day or days to which a regularly scheduled meeting shall be continued if the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the regular meeting;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Fairfax County:

1. During Calendar Year 2023, the Board of Supervisors will meet on January 24, February 7, February 21, March 7, March 21, April 11, April 12, April 13, May 2, May 9, May 23, June 6, June 27, July 11, July 25, September 12, September 26, October 10, October 24, November 21, and December 5; and
2. All such meetings will take place at 12000 Government Center Parkway, Fairfax, Virginia. The Board may alternatively meet electronically as permitted by statute or ordinance; and
3. Such meetings shall generally begin at 9:30 a.m., except that the Board meetings on April 12 and 13 begin at 3 p.m. and on May 2 at 10 a.m.; and
4. If the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend a regularly scheduled meeting, then that meeting shall be continued to the following Tuesday. All hearings and other matters shall be conducted at the continued meeting without further advertisement.

Such finding shall be communicated to the members and the press as promptly as possible.

Notice of the continued meeting must be given to the public in a manner reasonable under the circumstances, and contemporaneous with notice given to Board members.

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ACTION - 2

Approval of a Parking Reduction for Vista Apartments Multi-Family Development
(Braddock District)

ISSUE:

Board of Supervisors (Board) approval of a 20 percent reduction (73 fewer spaces) of the required residential parking for the Vista Apartments, 2022 Tax Map ID 56-1 ((1)) 47W1 (Property).

RECOMMENDATION:

The County Executive recommends that the Board approve a parking reduction for Vista Apartments pursuant to Paragraph 6.B.(1) I of Section 6100 of the Fairfax County Zoning Ordinance (Ordinance) based on the proximity of transit as demonstrated in the parking study #7656-PKS-004, subject to the conditions in Attachment I.

TIMING:

Board action is requested on January 24, 2023.

BACKGROUND:

The Vista Apartments building is under construction and is located within the Fairfax Corner mixed-use development. The existing and future commercial uses associated with Fairfax Corner are included in a shared parking reduction (7656-PKS-003-1) that was approved by the Board of Supervisors on September 14, 2009. This request is a separate proposal associated with the Vista Apartments building.

The new residential building with 228 dwelling units is being constructed in the area of a previous surface parking lot that served the mix of commercial uses within Fairfax Corner. The applicant is constructing a parking garage that will be integrated into the residential building to provide approximately 331 parking spaces. 292 spaces in the garage will be designated for residents only. Approximately 39 spaces in the garage will be available for visitors to the building or for adjacent commercial parking. By previous agreement, any other needed parking will be available in the parking supply for the commercial uses.

A parking reduction from the county's minimum requirement is requested for the Vista Apartments based on its close proximity (about a 1/8-mile walk) to the Monument Drive

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Commuter Garage and Transit Center now under construction. This facility will provide opportunities to access express bus service in the I-66 corridor serving the Vienna Metro Station providing direct transit access to Tysons, Arlington, and Washington, DC. There are also local bus connections adjacent to the Vista Apartments. The expectation is that residents adjacent to public transportation will require less parking. While residents may not give up vehicle ownership entirely, they are more likely to own fewer vehicles than residents in lower-density areas not well served by transit, thereby reducing parking demand.

A comparison of the Ordinance required parking and the proposed parking at full buildout is summarized in Table 1.

Table 1. Comparison of Ordinance Required and Proposed Residential Parking for Vista Apartments

No. of Units	Rate Required by Ordinance	Ordinance Required Parking	Proposed Parking Rate	Proposed Minimum Number of Spaces	Proposed Reduction
228 units	1.6 spaces/unit	365 spaces	1.28 spaces/unit	292 spaces	20%

This recommendation reflects a coordinated review by the Department of Planning and Development, Office of the County Attorney, and Land Development Services (LDS).

EQUITY IMPACT:

The proposed reduction supports a quality built and natural environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner that includes mixes of land use that protects existing stable neighborhoods and green spaces, supports sustainability, supports a high quality of life, and promotes employment opportunities, housing, amenities, and services for all people. It also promotes a healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations. Further, it is consistent with a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health.

The proposed reduction addresses these values by being a component of an effort to

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reduce auto travel and enhance environmental benefits by de-emphasizing ample, free parking. Providing this parking utilizes land resources that could be better used to provide more compact, walkable development. When walkable locales are provided, behavioral changes occur that support use of non-auto travel modes such as walking and micro-mobility devices; examples include bicycles and scooters. Reducing incentives to drive because parking is freely available reduces emissions which is the primary source of pollution in our region.

At this site, upgraded transit facilities will be available within walking distance of the apartment building. Also, retail, dining, employment, and entertainment options are available within steps of the subject site. These options reduce the need for auto ownership and the impacts additional driving can cause to the environment. Further, the subject building is being constructed on an existing surface parking lot, which repurposes impervious surface and creates opportunities for better management of stormwater runoff.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I – Parking Reduction Conditions dated October 22, 2022

Attachment II – Parking reduction request (7656-PKS-004) from Wells and Associates dated August 23, 2022

STAFF:

Rachel Flynn, Deputy County Executive

William D. Hicks, P.E., Director, Land Development Services (LDS)

Matthew Hansen, P.E., CFM, Director, Site Development and Inspection Division (SDID), LDS

Jeff Vish, P.E., Central Branch Chief, SDID, LDS

Michael Davis, Parking Program Manager, SDID, LDS

ASSIGNED COUNSEL:

Patrick V. Foltz, Assistant County Attorney

PARKING REDUCTION CONDITIONS

October 22, 2022

1. These conditions apply to the current owner, their successors and assigns (hereinafter "owner") of the parcel identified on 2022 Tax Map ID 56-1 ((1)) 47W1.
2. Off-street parking for the residential multi-family use must be provided at the following minimum parking rate: 1.28 spaces per dwelling unit.
3. Parking for any non-residential uses will conform with the approved parking reduction for Fairfax Corner (#7656-PKS-003-1), and any further amendments.
4. The owner may, at their discretion, utilize rates required by the Ordinance in effect at the time the uses are established.
5. The conditions of approval of this parking reduction must be incorporated into any related site plan revision submitted to the Director of Land Development Services (Director) for approval.
6. The owner must submit a parking space utilization study for review and approval by the Director promptly upon request by the Zoning Administrator or the Director at any time in the future. Following review of that study, or if a study is not submitted within 90 days after its request, the Director may require alternative measures to satisfy the on-site parking needs of the property. Such measures may include, but are not limited to, compliance with the full parking requirements specified in the Ordinance.
7. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director must be based on applicable requirements of The Code of the County of Fairfax, Virginia, and the Ordinance in effect at the time of the study's submission.
8. All parking provided must comply with the applicable requirements of the Ordinance and the Fairfax County Public Facilities Manual, including the provisions referencing the Americans with Disabilities Act and the Virginia Uniform Statewide Building Code.
9. These conditions of approval are binding on the owner and must be recorded in the Fairfax County Land Records in a form acceptable to the County Attorney. If these conditions have not been recorded and an extension has not been approved by the Director, approval of this parking reduction request will expire without notice six months from its approval date.

WELLS + ASSOCIATES

11220 Assett Loop
Suite 202,
Manassas, VA 20109
703-365-9262
WellsandAssociates.com

August 23, 2022

Michael Davis
Site Code Research and Development (SCRD)
Department of Public Works & Environmental Services
12055 Government Center Parkway, Suite 334
Fairfax, Virginia 22035-5503

SUBJECT: Parking Code Reduction Request
 Fairfax Corner – Vista Apartments
 Tax Map: 56-1 ((1)) 47W1

Dear Mr. Davis:

Herein is an executive summary associated with a parking reduction request for Vista Apartment building which is currently under construction as part of the overall mixed-use Fairfax Corner development. Pre-submission materials were submitted to the County's parking program manager and the pre-submission meeting was held on August 8, 2022. The submission fee for this request is \$2,811.60 plus a \$112.47 technology fee.

The subject parking reduction request is based on the site's proximity to a transportation facility (Article 6 – Section 6100.6.B of the Zoning Ordinance) where the "the Board may reduce the number of off-street parking spaces subject to appropriate conditions, when a proposed development is within: (c) Reasonable walking distance to an existing transportation facility consisting of a streetcar, bus rapid transit, or express bus service or such a facility that is programmed for completion within the same timeframe as the completion of the subject development and will provide high-frequency service."

The site is located in the northeast quadrant of the Monument Drive (Route 7969)/Monument Corner Drive intersection as located within the greater mixed-use development known as Fairfax Corner. The property is identified as Tax Map 56-1 ((1)) 47W1, zoned Planned Development Commercial District (PDC), and located in the Braddock Magisterial District.

As permitted by site plan approval, the Applicant is constructing a new multifamily residential building with approximately 228 DUs with the following unit mix:

- ±124 0-1 bedroom units (54.4%),
- ±93 2-bedroom units (40.8%),
- ±11 3 bedroom units (4.8%)

WELLS + ASSOCIATES

Based on strict application of the Fairfax County Zoning Ordinance (Article 6), the following minimum number of required spaces would be required for the residential use:

- 365 Parking Spaces (@ 1.6 spaces per DU)

When considering the proposed parking ratio reduction, the following minimum number of spaces are requested:

- 292 Parking Spaces (@ 1.28 spaces per DU)

This equates to **73 fewer spaces (or an overall 20.0 percent parking reduction)** when compared to the 365 spaces required based on strict application of the County's Zoning Ordinance.

Please contact me with any questions and/or comments you might have and thank you again for your assistance on this important project.

Sincerely,



Kevin R. Fellin, P.E.
Principal

Enclosures: a/s

R:\Projects\8857 Vista Apartments\Documents\Vista Apartments - Executive Summary Letter (8.24.2022).docx



ACTION – 3

Designation of the Residences at the Government Center II Site as a Revitalization Area (Braddock District)

ISSUE:

The Board of Supervisors (Board) is requested to designate the Residences at the Government Center II (RGC II) site as a Revitalization Area pursuant to Virginia Code § 36-55.30:2.

RECOMMENDATION:

The County Executive recommends that the Board designate the RGC II site as a Revitalization Area, for the purpose of facilitating an award of Low-Income Housing Tax Credits (LIHTC) to the project.

TIMING:

Board action is requested on January 24, 2023. Board revitalization area designation is requested for the development partner to meet the March 2023 deadline for submitting its Low-Income Housing Tax Credit application to Virginia Housing (VH), formerly known as the Virginia Housing Development Authority.

BACKGROUND:

On January 26, 2021, the Board authorized the transfer of parking lots G and H at the County's Government Center to the Fairfax County Redevelopment and Housing Authority (FCRHA) for the development of affordable housing. The property is a 4.53-acre parcel located at the intersection of Government Center Parkway and Post Forest Drive in the Braddock Magisterial District. It is identified by the Fairfax County Tax Map number 0561 15 0014B.

In February 2022, LACM VA, LLC, a subsidiary of Lincoln Avenue Capital (LAC) was selected through the Public-Private Education Facilities and Infrastructure Act (PPEA) procurement process to develop the RGC II site as affordable housing. On June 7, 2022, LAC and the FCRHA entered into an Interim Agreement to commence zoning and land use approval work and other due diligence on the property to meet the requirements established by VH for 9% and 4% Low-Income Housing Tax Credits (LIHTC).

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LAC's proposed development includes demolition of the existing parking lots and construction of approximately 279 affordable rental units with a mix of 1,2, and 3-bedroom units. In addition to residential units, LAC will also build and operate a 15,000 square foot space including a daycare and additional resident and community programming. The maximum rents shall be affordable to households with incomes at or below 60 percent of the Area Median Income (AMI) as published annually by the U.S. Department of Housing and Urban Development.

Revitalization Area Designation and Tax Credit Application:

Low-Income Housing Tax Credits are a critical source of project funding, and the process is highly competitive, with points awarded by VH to projects that meet specific criteria. A project is eligible for an additional 15 points if the site is designated as a Revitalization Area as described in the Virginia Code § 36-55.30:2 (VH Revitalization Statute). If the RGCII property is designated by the Board as a "Revitalization Area", the designation will be used solely for the purpose of receiving additional points for the tax credit application. The designation will in no manner affect any areas in Fairfax County that have, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts pursuant to Board actions on the County Comprehensive Plan that are separate and distinct from those set forth in the VH Revitalization Statute.

Staff has determined that the RGC II property meets the above-referenced code definition because (i) the development of the area will benefit Fairfax County, but this area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in this area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in such area.

To receive the 15 points, a County Board resolution is needed to designate the development site as a Revitalization Area pursuant to the VH Revitalization Statute criteria (Attachment 1).

EQUITY IMPACT:

The 279 affordable rental units at RGCII will help achieve the Board's goal of increasing the supply of affordable housing with a minimum of 10,000 new units by 2034 to meet the needs of working families. With Fairfax County's Area Median Income at \$129,000

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(for a family of four), the delivery of RGCII will provide crucial housing for families earning a range of incomes up to 70 percent of the Area Median Income (\$90,300 for a family of four). Further, the location of the proposed units in the Government Center Campus area aligns with the One Fairfax Policy, which recommends, in part, (i) the implementation of housing policies and practices that encourage all who want to live in Fairfax to be able to do so, and (ii) the providing of a full spectrum of housing opportunities across the county, most notably those in mixed-use areas that are accessible to multiple modes of transport. The RGCII project will promote opportunities for everyone to fully participate in the region's economic vitality, contribute to its readiness for the future, and connect to its assets and resources.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Virginia Housing Revitalization Statute Criteria

Attachment 2 – Resolution – RGCII Property

Attachment 3 – Location Map – RGCII Property

STAFF:

Christopher Leonard, Deputy County Executive

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)

Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD

Mark Buenavista, Division Director, Design, Development, and Construction (DD&C), HCD

Tony Esse, Associate Division Director, DD&C, HCD

Anwar Iqbal, Senior Project Manager, DD&C, HCD

ASSIGNED COUNSEL:

Ryan Wolf, Assistant County Attorney



Revitalization Area

General Instructions

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

Designation

To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a Qualified Census Tract, as defined by HUD. (10 points)
2. The development is located in a census tract wherein 70% or more of the families have incomes which are ≤ 80% statewide median income. **NOTE:** These census tracts are included in the definition of target area for single-family purposes, but do not include ACEDS. (10 points)
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries. (10 points)
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone. (15 points)
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below. (15 points)

*The above-referenced development is located in a Revitalization Area in the Town/City/County of _____, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, **or** (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.*

Delete the language that does not apply, (i)(1) or (i)(2) above.

6. The development is located in a Qualified Opportunity Zone and has a binding commitment of funding. Documentation must include a firm commitment of funding from a Qualified Opportunity Fund (QOF). Evidence of the self-certification to become a QOF must be provided with the commitment for funding. (15 points)

RESOLUTION OF THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY,
VIRGINIA DESIGNATING THE RESIDENCES AT GOVERNMENT CENTER II
REVITALIZATION AREA PURSUANT TO VIRGINIA CODE § 36-55.30:2

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on January 24, 2023, at which quorum was present and voting, the following was adopted:

WHEREAS, pursuant to the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002, as amended, the LACM VA, LLC (LAC) (the “Developer”) has proposed to construct 279 affordable rental housing units (the “Development”) on a site having Fairfax County Tax Map number 56-1 ((15)), parcel 14B AND located at the existing parking lots G & H at the Government Center Complex in the Braddock District (THE “Development Site”) as shown on Attachment 3 (the “Location Map”).

WHEREAS, the Developer’s financing plan for the Development includes, among other things, an application to Virginia Housing for competitive nine percent tax credits pertaining to a portion of the proposed Development.

WHEREAS, the Virginia Housing tax credit evaluation process provides that 15 additional points may be awarded to projects that meet the definition of a revitalization area pursuant to Virginia Code § 36-55-30:2 (“Revitalization Area”) and have been so designated by resolution of the governing body in which the Revitalization Area is located.

WHEREAS, the definition of a Revitalization Area used in Virginia Code § 36-55-30:2 is separate and distinct from terms “Revitalization Area” and “Revitalization District” as used in the various comprehensive plans for Fairfax County, Virginia. Any designation of the Development Site as a Revitalization Area does not in any manner affect any areas of the County that have been, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts.

WHEREAS, the Development Site meets the standards for a Revitalization Area as described in Virginia Code § 36-55-30:2, namely that (i) the development of the proposed site will benefit Fairfax County, but that such area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in such area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

NOW, THEREFORE, THE BOARD HEREBY DETERMINES as follows:

The Development Site is hereby designated a Revitalization Area in Fairfax County, Virginia in accordance with Virginia Code § 36-55-30:2. The Board has determined that (i) the commercial or other economic development of the Revitalization Area will benefit Fairfax County, but that this area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in this area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in this area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in such area.

ADOPTED this day 24th day of January 2023.

A Copy – Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



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ACTION - 4

Resolution to Support the Abandonment of a Portion of Lincolnia School Route 9610
(Mason District)

ISSUE:

Board adoption of the attached resolution supporting abandonment of a portion of Lincolnia School Route 9610.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached resolution (Attachment I) supporting the abandonment of the designated portion of Route 9610.

TIMING:

The Board should take action on January 24, 2023, so that the Virginia Department of Transportation (VDOT) has the support of the Board to finalize the abandonment and update the State maintenance inventory.

BACKGROUND:

The Fairfax County Department of Transportation (FCDOT) received a request from VDOT to abandon a portion of Route 9610 (see Attachments II and III). This route served as an entrance drive to the old Lincolnia School, now the Lincolnia Senior Center.

VDOT has requested the support of the County by a Board Resolution pursuant to Section 33.2-912 of the Code of Virginia to abandon a portion of Route 9610. The subject portion of the Lincolnia School Route 9610 was removed by the approved Rezoning Plan (RZ 86-M-069) and subsequently approved Site Plan (17636-PIP-002) (see Attachment IV). VDOT is pursuing this request to remove the previously removed portion of Route 9610 from the Virginia Highway System.

FISCAL IMPACT:

None.

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ENCLOSED DOCUMENTS:

Attachment I: Resolution
Attachment II: VDOT Aerial Exhibits
Attachment III: Vicinity Map
Attachment IV: 6872-SP-01 Excerpts

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Jeff Hermann, Division Chief, FCDOT-Site Analysis & Transportation Planning Division
Gregory Fuller, Jr., Section Chief, FCDOT-Site Analysis Section (SAS)
Jeffrey Edmondson, Transportation Planner III, FCDOT-SAS

ASSIGNED COUNSEL:

Randall T. Greehan, Assistant County Attorney

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Fairfax County Government Center at Fairfax, Virginia, on Tuesday, January 24, 2023, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the completion of Site Plan #6872-SP-01 removed a portion of Lincolnia School Route 9610 as shown on Attachments I through IV of the Board's Agenda Item; and

WHEREAS, the Virginia Department of Transportation is abandoning that portion of that previously removed Lincolnia School Route 9610 pursuant to §33.2-912 of the Code of Virginia; and

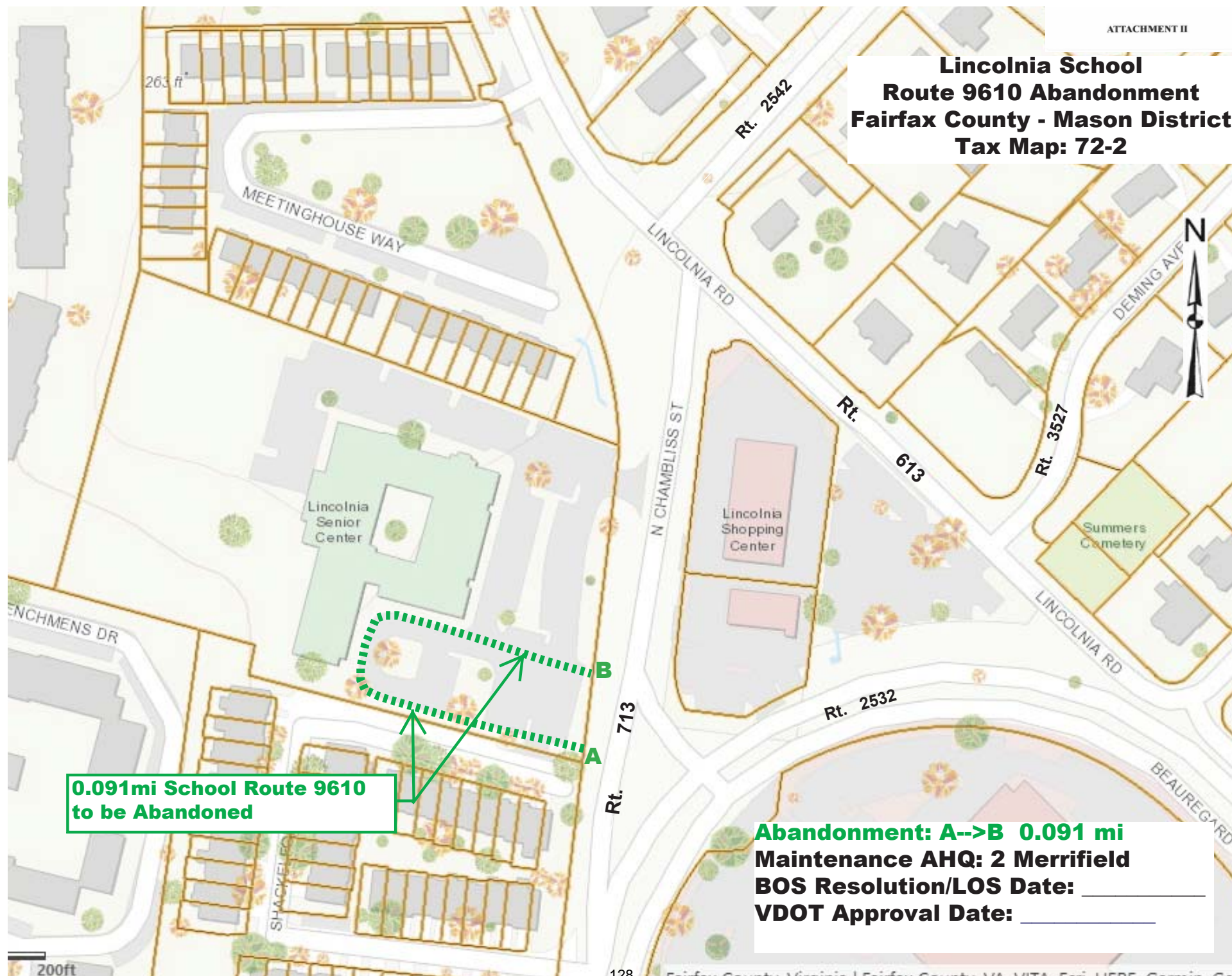
WHEREAS, the subject portion of Lincolnia School Route 9610 was no longer necessary and was removed from the Virginia Department of Transportation's Primary System of Highways;

NOW THEREFORE, BE IT RESOLVED, that this Board, supports the abandonment of Lincolnia School Route 9610 right-of-way.

A Copy Teste:

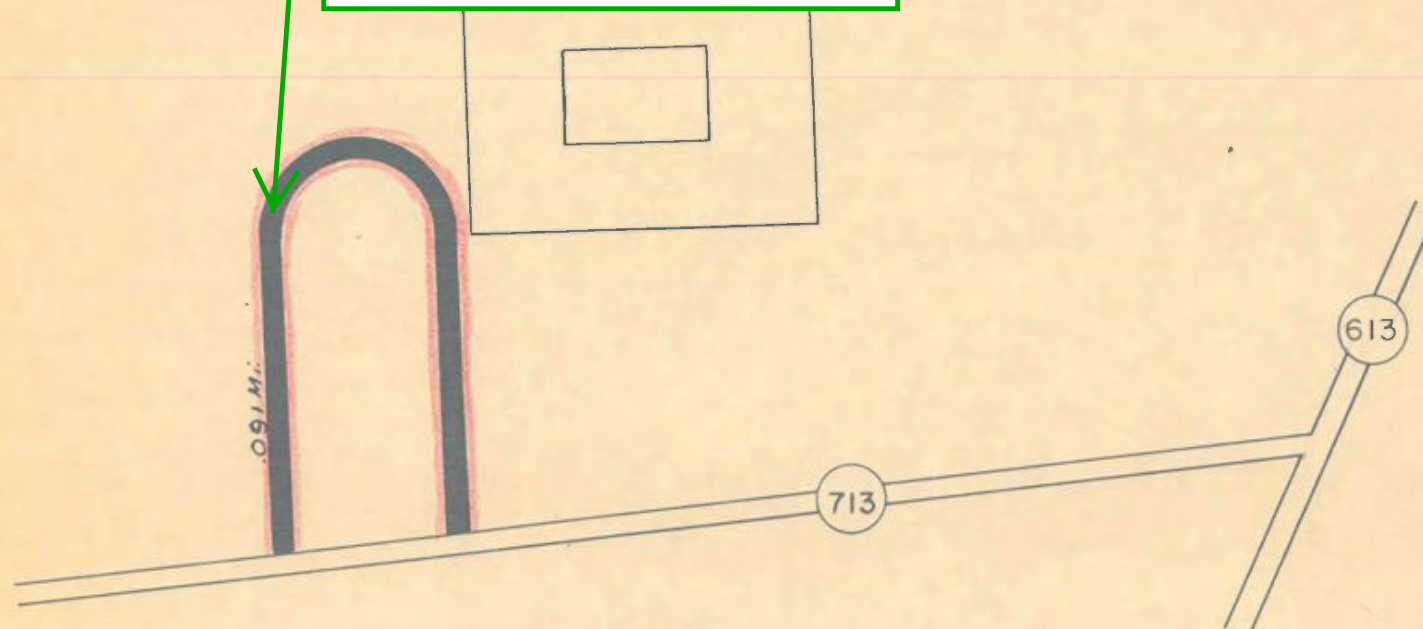
Jill G. Cooper
Clerk for the Board of Supervisors

**Lincolnia School
Route 9610 Abandonment
Fairfax County - Mason District
Tax Map: 72-2**



**0.091mi School Route 9610
to be Abandoned**

Abandonment: A-->B 0.091 mi
Maintenance AHQ: 2 Merrifield
BOS Resolution/LOS Date: _____
VDOT Approval Date: _____

9610RT. 9610
SECT. 9038**0.091mi School Route 9610
to be Abandoned****FAIRFAX CO.**

ENTRANCE LINCOLNIA SCHOOL

Addition To Secondary System

1940 Acts Of Legislature - Chap. 74

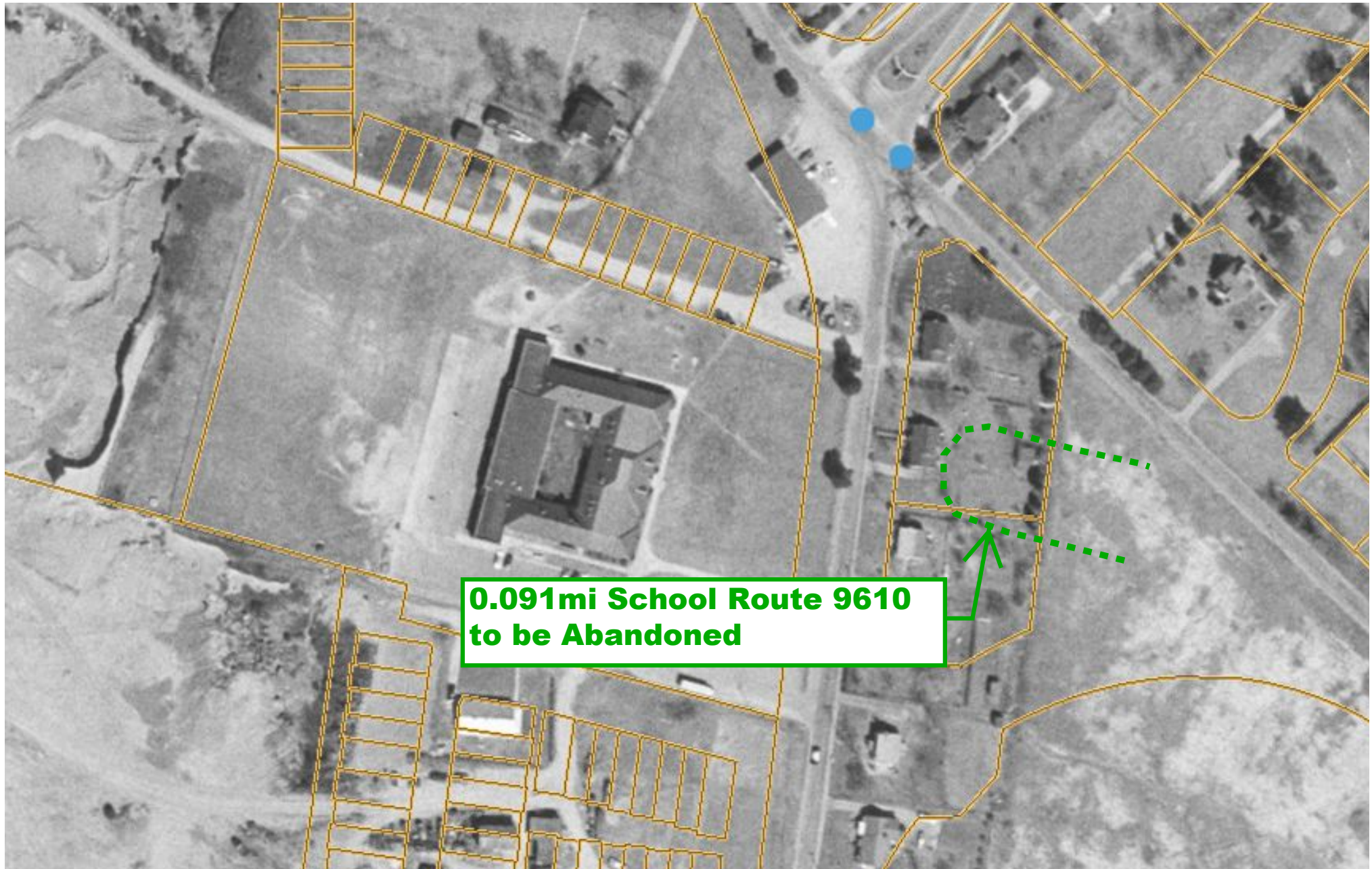
Scale: None Len. .091 Mi

Section Added To Sec. Sys.

*Special
Education
center*

Location & Design Div.
Richmond, Va. 12-9-55
W.W.W.

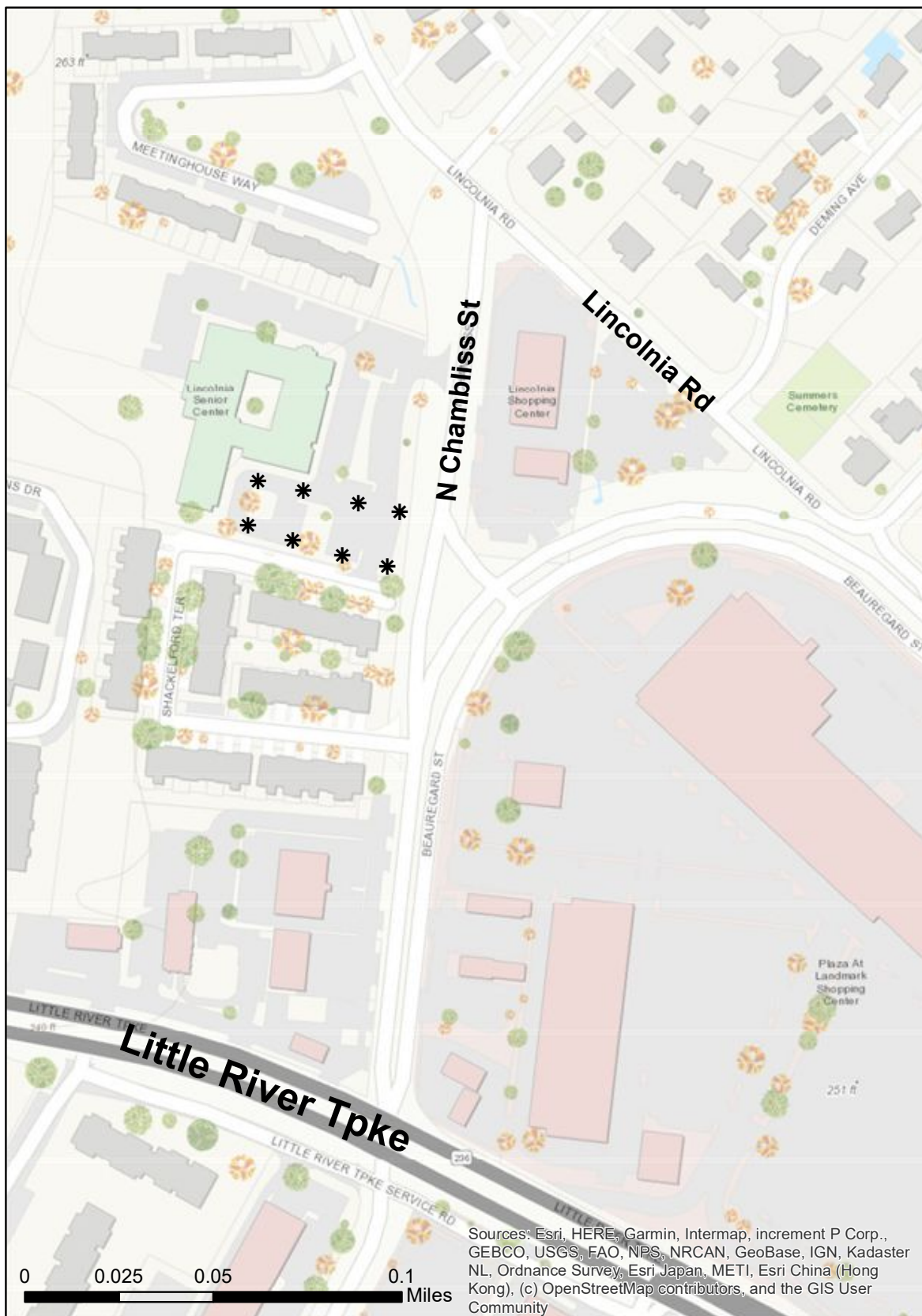
1960 County Map



1997 County Map



Abandonment of a Portion of Lincolnia School Route 9610 Mason District



Tax Map 72-2

* Denotes Areas to be Abandoned

ACTION - 5

Approval of a Resolution Endorsing Projects for Submission to the Northern Virginia Transportation Commission for the Fiscal Years 2024-2025 I-395/I-95 Commuter Choice Program (Franconia, Mason, Mount Vernon, and Springfield Districts)

ISSUE:

Board approval of a resolution (Attachment 1) authorizing the County to apply for I-395/I-95 Commuter Choice funding for Fiscal Years (FY) 2024-2025 through the Northern Virginia Transportation Commission (NVTC) to support two multi-modal projects that will increase travel options for commuters on I-95 and I-395, and support one other project being submitted by Arlington County that also benefits Fairfax County.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve a resolution in substantial form of Attachment 1, endorsing Fairfax County's and other localities' project submissions for NVTC's I-395/I-95 Commuter Choice Program.

TIMING:

Board of Supervisors' approval is requested on January 24, 2023, to meet the NVTC's application deadline of January 27, 2023.

BACKGROUND:

In June 2017, the Virginia Department of Transportation (VDOT) entered into an agreement with 95 Express Lanes, LLC, for the extension of approximately eight miles of High Occupancy Toll (HOT) lanes between Turkeycock Run (near Edsall Road) and the vicinity of Eads Street in Arlington. With this project, the two existing High Occupancy Vehicle (HOV) lanes were converted to express lanes, and a third lane was added, providing three reversible express lanes. As a part of the agreement, 95 Express Lanes, LLC agreed to provide the Commonwealth with an annual payment for transit services of \$15 million per year, escalating by 2.5 percent per year, beginning with the commencement of tolling through the life of the 70-year agreement. This entire express lanes project opened to the public in Summer 2020.

A Memorandum of Agreement among the Commonwealth Transportation Board (CTB), VDOT, the Department of Rail and Public Transportation (DRPT), NVTC and the Potomac and Rappahannock Transportation Commission (PRTC) provides a general

structure for the program. The agreement includes the opportunity for NVTC and PRTC to mutually develop a joint approach for selecting projects, subject to the approval by the CTB.

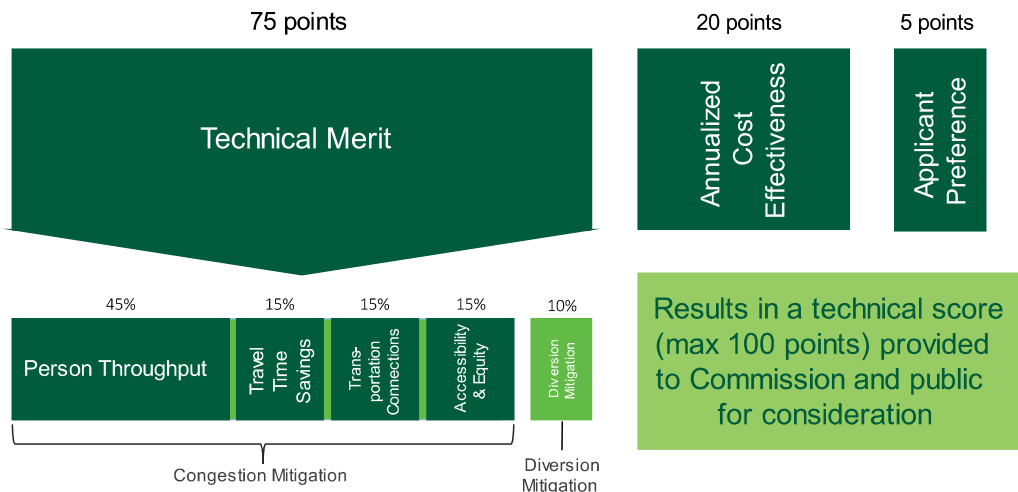
In January 2019, NVTC approved a separate agreement with PRTC for the distribution and allocation of I-395 Annual Transit Investment Funds (ATI), which also outlines the distribution and allocation of the annual transit payment. This agreement allows for the ATI funds to be administered jointly, reducing program administration costs and facilitating greater regional cooperation in the selection of projects. This agreement established a new Commuter Choice program that serves commuters along the I-395/I-95 corridor.

On November 3, 2022, NVTC adopted the technical evaluation process for the Commuter Choice Program on the I-395/I-95 Corridor and authorized the Executive Director to issue a call for projects for I-395/I-95 Round Three (FY 2024-2025). Applications are due on January 27, 2023.

The FY 2024-2025 I-395/I-95 Commuter Choice Program will follow the selection process prescribed in the agreement between NVTC and PRTC, whereby eligible projects are evaluated, prioritized, selected and then submitted to the CTB for approval. Projects will be based on the criteria expressed in the chart below.

Technical evaluation process

Pending adoption by the Commissions



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FCDOT staff reviewed criteria for the program and recommends the projects outlined below for submission to NVTC. As the criteria include applicant preference, projects are listed in priority order. Both of these projects have been previously endorsed by the Board of Supervisors.

1. Renewal of existing operating funds for Fairfax Connector Route 396 — Gambrill Road and Backlick North Park-and-Ride Lots to the Pentagon: Route 396 serves the Backlick North Park-and-Ride Lot and the Pentagon and operates on 15 to 20-minute headways. The bus route reduces travel time for passengers using both the Springfield and Backlick North Park-and-Ride Lots, provides additional capacity to serve Backlick North Park-and-Ride Lot, and contributes to reduced congestion in the I-95/I-395 corridor by improving the quality and level of transit service provided in the corridor. *Funding Request: \$1,800,000*
2. Richmond Highway Bus Rapid Transit: The Richmond Highway (US Route 1) Bus Rapid Transit (BRT) project includes median running BRT from Huntington Metrorail Station to Fort Belvoir. The project will include: new transit stations, as well as facilities for bicycle, pedestrian and vehicle travel modes. *Funding Request: \$20,000,000*

Another project that benefits Fairfax County has been developed by Arlington County, which is also seeking endorsement from the Board of Supervisors:

- Columbia Pike Premium Transit Service: Arlington County will launch the second phase of Premium Transit service along the Columbia Pike corridor in Spring 2023. This will include the Metrobus 16M, which will replace the 16G/H/K and provide high-frequency service connecting Skyline, Columbia Pike, Pentagon City and Crystal City. *Funding Request: \$8,000,000*

FISCAL IMPACT:

Requests for Commuter Choice funding are shown by project above. There is no impact to the General Fund for the submittal of the applications. If the County is awarded funding, staff will submit Board items, as needed, to accept the awards and execute any Project Agreements with NVTC.

CREATION OF POSITIONS:

No positions will be created through this action.

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ENCLOSED DOCUMENTS:

Attachment 1 – Resolution of Endorsement of Projects Being Submitted for Commuter Choice Program Funding through the Northern Virginia Transportation Commission

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT

Dwayne Pelfrey, Chief, Transit Services Division, FCDOT

Michael Felschow, Chief, Planning Section, Transit Services Division, FCDOT,

Malcolm Watson, Senior Transportation Planner, FCDOT

FAIRFAX COUNTY BOARD OF SUPERVISORS RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia on Tuesday, January 24, 2023, at which a quorum was present and voting, the following resolution was adopted.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, hereby approves submission to the Northern Virginia Transportation Commission requests for funding from the I-395/I-95 Commuter Choice Program for FY 2024-2025 for the following projects listed in priority order:

1 . Renewal of existing operating funds for Fairfax Connector Route 396 Gambrill Road and Backlick North Park-and-Ride Lots to the Pentagon: \$1,800,000

2. Richmond Highway Bus Rapid Transit: \$20,000,000

BE IT FURTHER RESOLVED THAT the Board of Supervisors of Fairfax County, Virginia, hereby supports the efforts of Arlington County in submitting an application to NVTC for FY 2024 FY 2025 Commuter Choice Program Funds for the development of Columbia Pike Premium Transit Service and requests that Arlington County coordinate the implementation of this project with Fairfax County and the affected Fairfax County Supervisors.

Adopted this 24th day of January 2023, Fairfax, Virginia

ATTEST:

Jill G. Cooper
Clerk for the Board of Supervisors

ACTION – 6

Approval of Revisions to Chapters 2, 4, and 8 of the Personnel Regulations

ISSUE:

Revisions to the Fairfax County Personnel Regulations are proposed as a result of the new pay plans and revised class specifications.

RECOMMENDATION:

The County Executive recommends the Board of Supervisors approve the proposed revisions to Chapters 2, 4, and 8 of the Personnel Regulations, as specified below.

TIMING:

Board action is requested on January 24, 2023, with the revisions retroactive to the date the new pay plans and revised class specifications took effect, October 8, 2022.

BACKGROUND:

Revisions to Chapter 2 of the Personnel Regulations, Definitions, are required to add M-01 as a pay grade that is generally eligible to earn compensatory time to Compensatory Time Eligible definition. Added a definition for “lateral transfers” to distinguish from “transfer”. To the definition of “promotion” added reference to Section 4.7-3(a). To the definition of “transfer” added “between positions of different pay scales” to clarify that it is a transfer if a position is transferred between pay scales as a result of the new pay plans and revised class specifications.

Revisions to Chapter 4 of the Personnel Regulations, Pay Plan, Hours of Work and Overtime, Section 4.2-1 - Starting Rate of Pay are required address pay compression as a result of the Pay Equity Review and Section 4.7 - Pay Rate in Promotion, Demotion, Reallocation of Position or Transfer - Except Public Safety Employees to address competitive position movements between pay scales as a result of the new pay plans and revised class specifications. The section was also renumbered as needed.

Revisions to Chapter 8 of the Personnel Regulations, Transfers, Promotions, Demotions, Section 8.2 - Lateral Transfers - revised language to be consistent with Lateral Transfers definition in Chapter 2 and Section 8.3-3(b) - Acting Capacity Promotion are required as a result of compensation plan revisions.

Board Agenda Item
January 24, 2023

The Office of the County Attorney reviewed all proposed Personnel Regulation revisions. Following an advertised public hearing, in accordance with the Merit System Ordinance, the proposed revisions were forwarded to the Civil Service Commission for public hearing which was held on December 21, 2022. At the hearing, the Department of Human Resources gave an overview of the proposed revisions for each chapter and answered questions accordingly. The Commission received a written statement submitted on behalf of the Fairfax County Government Employees Union – a Chapter of Service Employees International Union Virginia 512 (SEIU). In addition, in person public comment was provided by David Lyons on behalf of the Fairfax Workers' Coalition; Tammie Wondong, a Social Services Specialist with the Department of Family Services, and President of the Fairfax Chapter of SEIU Virginia 512; David Edelman, a Clinical Supervisor with the Fairfax- Falls Church Community Services Board; Michelle Velasquez-Starr, Member Services Director with SEIU Virginia 512; and Lauren Tumbleson, a Meals on Wheels Case Manager. Details regarding the public comments and the Commission's comments are included as Attachment 4.

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Proposed Revisions to Chapter 2 of the Personnel Regulations
Attachment 2: Proposed Revisions to Chapter 4 of the Personnel Regulations
Attachment 3: Proposed Revisions to Chapter 8 of the Personnel Regulations
Attachment 4: Civil Service Commissioner Memorandum

STAFF:

Ellicia Seard-McCormick, Deputy County Executive
Christina Jackson, Chief Financial Officer
Catherine Schafrik, Director, Department of Human Resources

ASSIGNED COUNSEL:

Karen Gibbons, Deputy County Attorney, Office of the County Attorney

Attachment 1

CHAPTER 2**Definitions***Allocation*

The assignment of a position to its appropriate class in relation to duties performed.

Anniversary Date

The date on which an employee is appointed to start in a merit position. The anniversary date for public safety employees can change based on promotion dates, with exceptions noted in chapter four of these regulations.

Appeal

An application or procedure for review of an alleged grievance submitted or instituted by an employee to the Civil Service Commission or to other higher authority.

Appointing Authority

The officer, board, commission, person, or group of persons having the power by virtue of state law or County ordinance to make appointments. The appointing authority is generally responsible for personnel administration within a given department. As used in these regulations, the term "appointing authority" is synonymous with the term "department head."

Appointment

The offer to and acceptance by a person of a position.

Assembled Examination

An examination for which applicants are required to appear at a specific place for the purpose of taking a test.

Break in Service

Any separation from the service of Fairfax County whether by resignation, lay-off, dismissal, unsatisfactory service, disability, retirement, or absence without leave of three days or more when the employee is subsequently reemployed. An authorized leave without pay shall not be considered as constituting a "break in service."

Attachment 1

Bullying

Bullying occurs when an individual or group attempts to or does intimidate, humiliate, demean, dehumanize, or otherwise cause harm to another individual or group. Bullying can be physical conduct, verbal conduct or non-verbal conduct, and includes cyberbullying. A determination of whether conduct constitutes bullying is based on factors such as the context, the frequency, and the severity, particularly when the conduct involves a single incident. Bullying is different from discrimination and harassment based on someone's protected status (e.g., race, gender), and from workplace violence.

Business Day

Calendar days exclusive of Saturdays, Sundays, and legal holidays.

Class

A group of positions, which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, specification and pay range.

Class Series

A number of classes of positions which are substantially similar as to the types of work involved and differ only in rank as determined by the importance of the duties and degree of responsibility involved and the amount of training and experience required. Such classes constitute a series and each is usually given a designation either by Roman numerals, beginning with the lowest level as I, next level II, or by rank adjectives such as the junior, intermediate or senior level, etc.

Class Specification

A written description of a class consisting of a class title, a general statement of the level of work, a statement of the distinguishing features of work, some examples of work, and the minimum qualifications for the class.

Classification

The grouping of positions in regard to: (a) kinds of duties performed and responsibilities; (b) level of duties performed; (c) requirements as to education, knowledge and experience and ability; (d) tests of fitness; (e) ranges of pay.

Classification Review or Reclassification Review

An evaluation of the duties and responsibilities of a position performed by the Department of Human Resources to determine the appropriateness of the present class. Appropriateness will be determined on the basis of: (a) kinds of duties performed and responsibilities; (b) level of duties performed; (c)

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requirements as to education, knowledge and experience and ability; (d) tests of fitness; (e) ranges of pay. The review will result in the position retaining its present class assignment; or being assigned to an existing lower class or being assigned to an existing higher class; or being assigned to a new class created by amendment to the Classification and Compensation Plans.

Classification Plan

The official or approved system of grouping positions into appropriate classes, consisting of three parts: (1) a schematic index to the class specifications; (2) the class specifications; and (3) rules for administering the classification plan.

Compensation

The standard rates of pay, which have been established for the respective classes of work, as set forth in the compensation plan.

Compensation Plan

The official schedule of pay approved by the Board of Supervisors assigning one or more rates of pay to each pay grade.

Compensatory Leave

Time off in lieu of monetary payment for overtime worked.

Compensatory Time Eligible

Employees in pay grades [M-01](#), S-26, P/O/C-27, F-31 or above and L-02 or above, excluding any classes designated as exceptions in a procedural memorandum issued by the Human Resources Director.

Commented [AJ1]: This was added to include the new management scale in compensatory time eligibility.

Competitive Promotion

A promotion based on a competitive examination with appointment to the higher-level position restricted to a specific number of persons receiving the highest ratings.

Competitive Service

All officers and positions in the service of Fairfax County as defined in the Merit System Ordinance.

Continuous Service

Employment without interruption, including merit service with the Fairfax County School System, except for absences on approved leave or absences to serve in the Armed Forces of the United States, County of Fairfax, Virginia-Personnel Regulations

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or absences of less than one calendar year when followed by reemployment or reinstatement. Service prior to normal or early retirement from a County retirement system shall not be counted.

Deferred Retirement Option Plan (DROP)

An option in lieu of immediate retirement in which an employee remains employed by his/her department, but no longer contributes to his/her respective retirement system and must retire within 3 years of election to DROP. DROP participants retain the rights and privileges of merit employees.

Definition of Duties

The work requirements for each position in terms of the importance, difficulty, and extent of supervision and responsibility attaching thereto.

Demotion

Assignment of an employee from one class to another, which has a lower maximum rate of pay.

Department

An administrative branch including a line of work and a group of employees under the immediate charge of a chief executive officer or officers of a department, institution, court, board, or commission of the County government, which latter officer or officers shall be known as the department head.

Department Head

An employee appointed by the Board of Supervisors to oversee, direct or manage a major functional division of County government, whether formally known as a department or not, under the general direction of the County Executive, and to act as the appointing authority for the positions assigned to that organization. As used in these regulations, the term "department head" is synonymous with the term "appointing authority."

Deputy

One or more individuals authorized to act in specific functional areas for the department head.

Eligible

A person who has successfully met required qualifications for a particular class.

Attachment 1

Eligible List

An eligible list is a list of applicants who meet the minimum qualifications for the class for which they applied, as determined under the provisions of Chapter 5.

Employee

An individual who is legally employed by the County and is compensated through the County payroll for his services. Individuals or groups compensated on a fee basis are not included.

Examination

The process of testing, evaluating, or investigating the fitness and qualifications of applicants.

Exempt Service

Those positions not included in the competitive service as defined in the Merit System Ordinance.

Extended Family Including Household Member

Includes employee's spouse, son, daughter, parents, parent in-laws, siblings, stepsister, stepbrother, stepchild, stepparent, grandparents, grandchildren, aunt, uncle, niece, nephew, employee's respective in-laws, first cousin, or children for whom the employee has legal guardianship or is designated as primary caregiver, and any person who resides in the employee's home.

Fire Protection Personnel

24-hour shift employees in the Fire and Rescue Department who perform suppression and rescue duties as defined in the Fair Labor Standards Act (29 CFR Sec. 553.3).

Fair Labor Standards Act (FLSA)

Legislation originally enacted by Congress in 1938, which establishes requirements with respect to minimum wage, overtime, compensation, and record keeping.

FLSA Eligible (FLSA Non-exempt)

An employee who holds a position covered by the minimum wage, mandatory overtime, or recordkeeping provisions of the FLSA. FLSA Eligible employees must be compensated with overtime pay or compensatory time for all hours worked over the FLSA threshold for overtime, as outlined in the definition of overtime. FLSA Eligible employees are in pay grades S-21, P-23, O/C-21, F-27 and below. Exceptions are noted in a procedural memorandum issued by the Human Resources Director.

Attachment 1

FLSA Exempt

An employee who holds a position that is not covered by the mandatory overtime provisions of the Fair Labor Standards Act.

Full-Time Employee

Any employee who is regularly scheduled to work at least 2,080 hours in 12 consecutive months, or fire protection personnel regularly scheduled to work at least 2,912 hours in 12 consecutive months.

Full-Time Position

Any position which is authorized to be filled for at least 2,080 hours in 12 consecutive months or fire protection personnel position authorized for at least 2,912 hours in 12 consecutive months.

Hourly Rate of Pay

The hourly rate of pay is shown on the County pay plans for the minimum, midpoint, and maximum of each pay range. Public safety pay plans shall include such intermediate rates as deemed appropriate. Hourly rates are carried out to four places after the decimal. The hourly rate is derived by dividing annual salary by 2,080, which is the number of scheduled hours for a full time employee. The hourly rate for fire protection personnel assigned to a 24-hour shift is derived by dividing the annual salary by 2,912, which is the number of scheduled hours for a full time fire protection employee.

Immediate Family Including Household Member

Includes employee's spouse, son, daughter, parents, parents-in-law, siblings, grandparents, children for whom the employee has legal guardianship or is designated as primary caregiver, and any person who resides in the employee's home.

Incumbent

An employee occupying a position in the County service.

Lateral Transfers

Lateral transfers include all cases in which an employee is moved to a different position in the same class, to a different class in the same grade without a break in service, or moved between pay scales where the midpoint differential is below 5%.

Commented [A2]: Definition was added for clarity and consistency with Chapter 8.

Attachment 1

Law Enforcement Personnel

Sworn employees of the Police Department (including animal protection police officers), Fire and Rescue Department, and Office of the Sheriff who are empowered to enforce laws, have the power of arrest and have undergone (or will be undergoing) on-the-job training or similar instruction as defined in the Fair Labor Standards Act (29 CFR Sec. 553.4). The term also includes security personnel in correctional institutions.

Longevity Pay Increment

An increase in compensation established in the compensation plan as a reward for long and faithful service. Longevity pay increments are granted in accordance with the conditions specified in Chapter 4 of the Personnel Regulations and are subject to Board of Supervisors appropriation.

Merit Employee

Any employee in the competitive service, as defined in the Merit System Ordinance.

Merit System

The system of personnel administration applicable to the competitive service. It includes the Merit System Ordinance, any applicable provisions of other County ordinances, Personnel Regulations, and all applicable and lawful personnel management directives of the Board of Supervisors, County Executive, or Human Resources Director.

Military Status

Means status as (i) a member of the uniformed forces, as defined in 10 U.S.C. § 101(a)(5), of the United States or a reserve component thereof named under 10 U.S.C. § 10101, (ii) a veteran as defined in 38 U.S.C. § 101(2), or (iii) a dependent as defined in 50 U.S.C. § 3911(4) except that the support provided by the service member to the individual shall have been provided 180 days immediately preceding an alleged action that if proven true would constitute unlawful discrimination under this section instead of 180 days immediately preceding an application for relief under 50 U.S.C. Chapter 50.

Minimum Wage

The minimum hourly wage to be paid to employees as designated by the United States Department of Labor, or Commonwealth of Virginia (whichever is higher).

Multi Rater Option

The use of feedback from persons in addition to the immediate supervisor as part of the performance review process.

Attachment 1

Negative Time Reporting

The time and attendance reporting method for employees only required to report exceptions to scheduled hours.

Open Examination

An examination open to the public and not limited to applicants in County service.

Overtime (FLSA)

Time worked or on paid leave by an employee (excluding employees in law enforcement and fire protection as defined herein) in excess of 40 hours during his/her seven consecutive days work period. Overtime for law enforcement personnel shall be time worked or on paid leave in excess of 86 hours (80 hours for sworn Police Officers, Animal Protection Police Officers, and Deputy Sheriffs scheduled to work a 40-hour week) during his/her 14-consecutive day work period. Overtime for fire protection personnel shall be time worked or on paid leave in excess of 212 hours during his/her 28-consecutive day work period.

Non-FLSA overtime includes hours worked in excess of the employee's scheduled hours but less than the eligibility requirement for FLSA overtime stated above.

Overtime Pay

Compensation paid to an employee for overtime work performed in accordance with these rules. The rate of pay for overtime compensation will be either 1 time the hourly rate or 1 and 1/2 times the regular rate of pay as prescribed in Section 4.15 of these rules.

Part-Time Employee

An employee who is not regularly scheduled to work at least 2,080 hours in 12 consecutive months, or fire protection personnel not regularly scheduled to work at least 2,912 hours in 12 consecutive months.

Part-Time Position

Any position, which does not meet the definition of full-time position.

Pay Grade

Attachment 1

A combination of letter and number symbol indicating the pay range on a county pay schedule assigned to one or more classes in the Compensation Plan.

Pay Grade Reallocation Review

An evaluation of a class performed by the Department of Human Resources to determine the appropriateness of the present pay grade. The review will result in the class retaining its present pay grade assignment; or being assigned a higher or lower pay grade requiring amendment to the Compensation Plan. Such a review may include but is not limited to pay factors including prevailing area levels of pay, internal evaluation of the relative worth of the class and economic and related fiscal concerns.

Pay Period

The 14-consecutive calendar day period utilized for the calculation of paychecks and the crediting of leave earned.

Pay Range

Rates of pay assigned to a pay grade on a County pay schedule in the Compensation Plan. For non-public safety employee classes, a pay range shall consist of the minimum and maximum rates of pay and the mid-point of the range. Pay ranges assigned to grades allocated to classes of public safety employees shall consist of the minimum (step 1) and maximum rates of pay (step 9) as well as intermediate and longevity steps.

Pay Rate

A specific dollar amount expressed as an annual rate, a bi-weekly rate, or an hourly rate, as shown in a County Pay Plan.

Pay Status

Any period in which an employee is actually working or using paid leave.

Performance Pay Increase

An increase in compensation, which may be granted to an employee by his/her department head or designee for performance that meets the requirements specified for such pay increases.

Performance Pay Increase (PPI) Date

The date an employee's performance pay increase is effective. The PPI date for non-uniformed public safety employees will be at the start of the first full pay period at the beginning of the fiscal year, during years when performance pay increases are granted by the Board of Supervisors. Public safety employees' PPI dates will be the beginning of the first full pay period following the incumbent's anniversary date, during years when performance pay increases are granted.

Attachment 1

Performance Review Period

The 12-month performance evaluation review period for non-uniformed public safety employees begins July 1 and concludes on June 30, each year. Review periods for public safety staff correspond to each incumbent's anniversary date.

Person With a Disability

Any person who has a physical or mental impairment that substantially limits one or more of his or her major life activities or who has a record of such impairment.

Position

Any office or employment, whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.

Positive Time Reporting

The time and attendance reporting method for employees required to report all absences and hours worked.

Primary Position

When an employee holds more than one position with the County, one of the positions is designated as the primary and the other as the secondary for the purpose of calculating pay and benefits and tracking employment history. If the two positions are equal in pay and scheduled hours, the primary position is the one the employee occupied first. Otherwise, the primary position is the position with higher pay and/or hours.

Probationary Period

The working test or trial period of employment beginning with the date of appointment to a particular class.

Promotion

Assignment of an employee from one class to another, which has a higher maximum rate of pay, except as provided in Pers. Reg. 4.7-3(a).

Commented [A33]: Language added to be consistent with Pers. Reg. 4.7-3(a).

Promotional Examination

Attachment 1

A competitive examination restricted to persons who are on regular appointment in the County classified service or to persons who are eligible to reinstatement thereto.

Public Safety Employees

For the purposes of these regulations, public safety employees include all uniformed employees in the Police Department, Fire and Rescue Department and the Office of the Sheriff. It also includes all other job classes that are included on P/O/C/F pay scales.

Qualifications

The minimum educational, experience and personal requirements, which must be fulfilled by a person preliminary to appointment or promotion.

Reduction in Rank

Assignment of an employee from one class to another class, which has a lower maximum rate of pay. Same as demotion.

Reemployment

Reappointment of a former merit employee, who had completed the probationary period and was separated in good standing but did not retire, which is not considered a reinstatement as defined herein.

Reemployment List

A list of names of former County employees with a break in service of less than one calendar year, arranged in order of their right to reinstatement as defined in Section 2.60, or reemployment in lower classes of the same or similar series as that in which the employee was serving at the time of termination.

Regular Rate of Pay

The rate of pay to be utilized for the calculation of overtime pay in accordance with FLSA requirements. The regular rate is derived by dividing the total amount of eligible pay for the work period (including the hourly rate and shift differential) by the number of hours worked during the work period.

Reinstatement

Reappointment of a former merit employee who had completed the probationary period and was separated in good standing, but did not retire, after a break in service of less than one calendar year to the position or class formerly held.

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Attachment 1

Religion

Includes any outward expression of religious faith, including adherence to religious dressing and grooming practices and the carrying or display of religious items or symbols.

Restoration

A return to a position in a class in which status was formerly held where there has been no break in service.

Scheduled Hours

The number of hours that an employee is scheduled to work on a recurring basis as reflected in the personnel record for the position occupied. Scheduled hours serve as the basis for planning and budgeting activities as well as leave calculation rules as specified in Chapter 10 of the Personnel Regulations.

Self-Assessment

The completion of a performance evaluation form by the employee to provide his/her assessment of their performance during the review period.

Separation

Leaving a position for any of the following reasons:

- Resignation
- Lay-Off (Separation of an employee from a position to which s/he was legally certified and appointed as a result of the abolition of a position, lack of work, or lack of funds.)
- Dismissal for Cause referred to as simply Dismissal (Separation from County employment for cause. This designation is the most severe form of discipline and bars the individual from further employment with Fairfax County Government.)
- Unsatisfactory Service Separation (A department head may separate an employee for unsatisfactory service whenever the work habits, attitudes, production or personal conduct of an employee falls below the desirable standards for continued employment. A resignation initiated by an employee may be designated as unsatisfactory service by a department head if adequate grounds exist. Reasons for unsatisfactory service separations shall include but are not limited to: insufficient advance notice prior to resignation; unsatisfactory performance in the duties of the position; separation during the initial probationary period; and undesirable behavior or other similar reasons not of a degree warranting dismissal. This designation does not automatically bar the individual from employment with Fairfax County Government.

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- Disability
- Death

Straight Pay Eligible

Employees in pay grades S-22 to S-25, P-24 to P-26, O-22 to O-26, C-22 to C-26, F-29 and L-01. Exceptions are noted in a procedural memorandum issued by the Human Resources Director.

Suspension

An enforced leave of absence without pay for disciplinary purposes or pending criminal investigation of charges made against and employee.

Transfer

Assignment of an employee from one position to another position. Transfers can take place within a department, between departments, between positions of the same pay range, between positions of different pay ranges, between positions of different pay scales, between positions of the same class or between positions of different classes.

Commented [KM4]: This was added for clarity if a position is transferred between scales; management scale and general scale for example.

Unassembled Examination

An examination in which qualifications are evaluated on the basis of records or education and experience submitted by the applicants, supplemented by any information obtained by an investigation.

Vacancy

A position which has been newly established, or which has been rendered vacant by the resignation, death, or other removal of the previous incumbent.

Veteran

Any person who has received an honorable discharge and has (i) provided more than 180 consecutive days of full-time, active-duty service in the armed forces of the United States or reserve components thereof, including the National Guard, or (ii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

Workday

Days of the week and number of hours an employee is scheduled to work. Work schedules vary by operation and agency.

Attachment 1

Workweek

The seven-consecutive day period beginning at 12:00 a.m. Saturday and ending the following Friday at 11:59 p.m. during which an employee (excluding law enforcement and fire protection personnel as defined herein) is scheduled to work.

Work Period

The period during which an employee is scheduled to work. For all employees except law enforcement and fire protection personnel as defined herein, the work period shall be the work week which comprises one half of a pay period. The work period for fire protection personnel shall be a 28-consecutive calendar day period beginning at 12:00 a.m. Saturday and ending at 11:59 p.m. Friday and covering two pay periods. The work period for law enforcement personnel shall be a 14-consecutive calendar day period beginning at 12:00 a.m. Saturday, ending at 11:59 p.m. Friday, and covering one pay period.

Attachment 2

CHAPTER 4**Pay Plan, Hours of Work and Overtime****4.1 Pay Ranges**

- 1 In preparing the pay plan, consideration shall be given to the duties and responsibilities of the various types of positions, the prevailing rates paid for comparable services in public and private employment and to experience in recruiting for such positions. Pay ranges shall include a minimum rate, a midpoint rate and a maximum rate for each class. Pay ranges assigned to classes consisting of public safety employees shall include such intermediate rates or steps as deemed necessary.
- 2 The rate of pay set forth in the plan shall include total pay in every form, except that it shall not include allowance for actual and necessary travel expense authorized and included as incident to employment. If subsistence, quarters or other maintenance is furnished to an employee, the reasonable value thereof shall be deducted from the rate of pay set forth in the plan. Exceptions to this provision must be approved by the Board of Supervisors.
- 3 When, in the opinion of the department head or deputy, following these rules results in an inequity, the Human Resources Director may authorize a salary adjustment if he /she concurs in the opinion of the department head or deputy.
- 4 Except as provided in these rules, performance pay increase dates shall not be affected by the adoption of the new pay plan.
- 5 Employee pay increases, to include performance pay increases and/or longevity increases, as provided in this chapter are subject to conditions outlined in the appropriate section of the regulations and are subject to available funding.

4.2 Starting Rate of Pay

- 1 ~~The minimum rate of pay for a class shall normally be paid upon appointment.~~
The rate of pay upon original appointment shall depend on the qualifications of the applicant and the internal equity of the department and shall not exceed the midpoint rate except as provided below.
- 2 Original appointment not to exceed the midpoint rate may be made if any of the following conditions exist:

Commented [A11]: As a result of the Pay Equity Review, this was updated to address pay compression. Most departments, in practice, have not been bringing applicants in at the minimum. Some departments have been doing so leading to inequities across the county. Applicants should be brought in at a salary relative to their qualifications. Considerations should also be made regarding the internal alignment of a departments current employee's in similar positions.

Attachment 2

- a. The qualifications of the applicant significantly exceed the requirements for the class.
- b. Difficulty of recruitment requires payment of a higher rate.
- 3 Original appointment above the midpoint rate requires the approval of the Human Resources Director.
- 4 A former employee being reinstated, as defined in Chapter 2, will be appointed at a rate of pay equal to or greater than the rate he/she was receiving at the time of his/her separation, adjusted to reflect any cost of living or market pay adjustments pay to that pay grade since his/her separation.

4.3 Performance Pay Increase

- 1 Performance pay increases may be granted to those employees who meet the requirements specified for such increases. Employees considered not qualified for a performance pay increase shall be handled in accordance with the provisions of Chapter 12.
- 2 Eligibility

A non-public safety employee receiving less than the maximum scheduled rate for his/her grade may be granted a percentage salary increase not to exceed the amount authorized by the Board of Supervisors. A performance pay increase for a public safety employee advances him/her to the next step in the grade. Eligibility for performance pay increases is subject to available funding and the following:

 - a. His/her work has met or exceeded the performance requirements established by his/her department head or designee to qualify for a pay increase. Public safety employees' performance must exceed the minimum performance standards to qualify for a performance pay increase. Effective August 1, 1990 employees who enlist, or are inducted into military service, or who are members of a reserve component of the armed forces of the United States who are ordered to active duty and return to County employment; upon their release from active duty and whose service is other than dishonorable shall be deemed to have satisfied this requirement for the period they are on active duty. The total length of active military service may not exceed five years.
 - b. A performance review period is 12 months.

Attachment 2

Notwithstanding the merit review periods listed above, effective July 13, 1991, the beginning of the first full pay period in FY 1992, all employees who have merit increment dates shall have their merit increment date extended by one year.

Thus, for example, an employee who had a merit increment date of the first day of payroll number 15 in 1991, which falls on July 13, 1991, would have a new increment date of the first day of payroll number 15 in 1992. An employee who had a merit increment date of the first day of payroll number 15 in 1992, which falls on July 11, 1992, would have a new merit increment date of the first day of payroll number 15 in 1993, which falls on July 10, 1993. An employee who had a merit increment date of the first day of payroll number 15 in 1993, which falls on July 10, 1993, would have a new merit increment date of the first day of payroll number 15 in 1994, which falls on July 9, 1994.

Notwithstanding the merit review periods listed above, effective July 11, 1992, the beginning of the first full pay period in FY 1993, all employees who have merit increment dates shall have their merit increment date extended by one year. Thus, for example, an employee who had a merit increment date of the first day of payroll number 15 in 1992 which falls on July 11, 1992, would have a new merit increment date of the first day of payroll number 15 in 1993, which falls on July 10, 1993. An employee who had a merit increment date of the first day of payroll number 15 in 1993 which falls on July 10, 1993, would have a new merit increment date of the first day of payroll number 15 in 1994 which falls on July 9, 1994. An employee who had a merit increment date of the first day of payroll number 15 in 1994, which falls on July 9, 1994, would have a new merit increment date of the first day of payroll number 15 in 1995, which falls on July 8, 1995.

- 3 Each employee shall have a performance pay increase date established when he/she is initially appointed to a merit position.
 - a. For uniformed public service employees, that date corresponds to the beginning of the pay period in which he/she is appointed or promoted
 - b. Performance pay increase date for other employees corresponds with the first full pay period of the fiscal year. Partial pay periods do not count towards the performance pay increase date and initial probationary employees must be hired prior to April 1 to be eligible to receive performance increases in the given year.
- 4 Creditable service in the completion of performance review periods includes:
 - a. Continuous employment in the competitive service not including overtime.
 - b. Period of involuntary separation initiated by the department head followed by reinstatement after appeal by the Civil Service Commission under the grievance

Attachment 2

procedure, for which the Commission determines that the employee is entitled to back pay.

- c. Honorable service with the armed forces by employees who enlist or are inducted into military service or who are members of a reserve component of the United States who are ordered to active duty and who return to County employment upon their release from active duty. The total length of active military service, which can be credited, may not exceed five years.

4.4 Outstanding Performance Award

- 1 An employee who has completed their initial probationary period and performs the duties and responsibilities of his/her position in an outstanding manner and whose work generally is well above expectations shall be eligible to be considered for an outstanding performance award.
- 2 An outstanding performance award may be recommended by a department head or designee. Such outstanding performance award recommendation shall be in writing, shall state the reason for such recommendation and shall be submitted through the Deputy County Executive to the Human Resources Director, as appropriate, for implementation.
- 3 Outstanding performance awards may be granted in any dollar amount not to exceed \$1,000 the amount authorized by the Board of Supervisors.

4.5 Longevity Pay Increments

Subject to available funding, public safety employees shall receive a longevity increment increase after 15 years of service and reaching top step in grade (step 9). A second longevity increase shall be awarded after 20 years of service and reaching top step in grade (step 9). A third longevity increase shall be awarded after 25 years of service and reaching top step in grade (step 9).

Subject to available funding, non-public safety employees may be eligible to receive longevity increases, in lieu of performance increases, after 20 and 25 years of service. These increases are awarded to employees who attain the required length of service before July 1 of the year funded.

4.6 Within-Grade Adjustment

When in the opinion of the County Executive, it is in the best interest of the County to do so, he/she may authorize a salary adjustment to encourage retention of highly qualified County employees and address pay inequities not to exceed the maximum rate of pay assigned to the employee's class.

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4.7 Pay Rate in Promotion, Demotion, Reallocation of Position or Transfer - Except Public Safety Employees

If an employee other than a public safety employee is promoted, demoted, appointed to a reallocated position or transferred, his/her rate of pay for the new position shall be determined as follows:

- 1 Plans S and L - when a position is filled by promotion, the appointee shall receive a salary increase equal to 10% for one and two-grade promotions and 15% for promotions of three or more grades not to exceed the maximum rate of pay assigned to the new job class or the minimum rate of pay for the new job class whichever is greater.
- 2 From Pay Plan S to Pay Plan M - the appointee's salary will be determined as follows:
 - If the midpoint differential between the current pay grade and the new pay grade is greater than 0% but below 5%, the move is a lateral and not a promotion. The appointee will receive a salary increase of 5% to recognize the scope of the management classification.
 - a. —
 - b. If the midpoint differential between the current pay grade and the new pay grade is between 5% and 10%, a salary increase of 10%.
 - c. If the midpoint differential between the current pay grade and the new pay grade is greater than 10% up to 15%, a salary increase of 15%.
 - d. If the midpoint differential between the current pay grade and the new pay grade is greater than 15%, a salary increase of 20%.
- 3 From Pay Plan M to Pay Plan S - the appointee's salary will be determined as follows:
 - a. If the midpoint differential between the current pay grade and the new pay grade is below 5% the move is a lateral transfer and not a promotion. This results in no change in compensation.
 - b. If the midpoint differential between the current pay grade and the new pay grade is between 5% and 10%, a salary increase of 10%.
 - c. If the midpoint differential between the current pay grade and the new pay grade is greater than 10% up to 15%, a salary increase of 15%.
 - d. If the midpoint differential between the current pay grade and the new pay grade is greater than 15%, a salary increase of 20%.

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~~4~~ Within Pay Plan M – when a position is filled by promotion, the appointee shall receive a salary increase equal to 10% per grade increase not to exceed the maximum rate of pay assigned to the new job class or the minimum rate of pay for the new job class whichever is greater.

Commented [AJ2]: This was updated to address competitive position movements between pay scales. Section also renumbered as needed.

~~245~~ With the exception of disciplinary demotions or demotions during a promotional probationary period, when an employee is demoted, he/she shall be placed at the same salary in the new pay grade. If the employee's salary is greater than the maximum salary of the new pay grade, he/she shall be placed at the maximum salary for the new pay grade.

When an employee is promoted or reinstated to his or her former job class within a year from the date of demotion, he or she shall remain at the same salary or be placed at the salary he or she was receiving prior to the demotion, whichever is greater.

~~356~~ When an employee is demoted for disciplinary reasons, he or she shall be placed at the salary in the new grade that is 5% less than his/her current salary not to exceed the maximum salary for the pay grade.

~~467~~ When an employee is demoted during a promotional probationary period, the employee's former rate of pay shall be reinstated in the new lower pay grade, not to exceed the maximum salary for the pay grade.

~~578~~ When an employee is transferred from a position of one class to a position of another class at the same level, he/she shall continue to be paid at the same rate of pay.

~~689~~ Upon upward reclassification of a position, the incumbent shall receive a pay increase equal to 5% of the midpoint of the salary range for the new, higher pay job class or move to the minimum of the new range, whichever is greater not to exceed the maximum rate of pay for the new pay grade.

~~7910~~ Upon review of a job class to determine if a regrade is warranted, the incumbents in the job class may be entitled to a pay adjustment regardless of whether the job class is regraded or not. The determination of pay increase eligibility and the amount of such pay increase will be made in accordance with procedures approved by the County Executive and the Board of Supervisors. In no case shall the employee's salary be less than the minimum or greater than the maximum for the new pay range.

4.8 Pay Rate in Promotion, Demotion, Reallocation of Position or Transfer - Public Safety Employees

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If a public safety employee is promoted, demoted, appointed to a reallocated position or transferred, his/her rate of pay for the new position shall be determined as follows:

- 1 When a position is filled by promotion, except as noted elsewhere in this chapter, the appointee shall receive the greater amount of the minimum rate for the class of the new position or an amount in excess of one normal within grade increase in the pay grade of the class of the position held prior to promotion. Such increase shall not be less than 5% and if the promotion is three grades or more, the employee shall be placed in the new grade at a step closest to their identified years of service threshold. The appointee shall receive a new performance pay increase date, which shall be calculated from the payroll number and year of his/her promotion.
- 2 When an employee is demoted, he/she shall be placed in the pay step in the new pay grade, which represents the closest dollar amount that is less than the former pay. An employee may be placed in a longevity step under this provision only if the employee meets the length of service requirement for that step. The performance pay increase date shall not change.

When an employee is promoted or reinstated to his or her former job class within a year from the date of demotion, he or she shall remain at the same salary or be placed at the salary he or she was receiving prior to the demotion, whichever is greater and the performance pay increase date shall not change.
- 3 When an employee is demoted to his or her former job class during a promotional probationary period, the employee's former grade and step shall be reinstated. When an employee is demoted to a job class other than that in which he/she was serving at the time of promotion, he/she shall be placed at the step in the lower grade that is closest to, but not less than the employee was making prior to promotion. If the employee's pre-promotion performance pay increase (PPI) date falls between the date of promotion and the date of the subsequent demotion, the promotion date will be retained as the PPI date; otherwise the pre-promotion PPI date shall be reinstated.
- 4 When an employee is transferred from a position of one class to a position of another class at the same level, he/she shall continue to be paid at the same rate of pay.
- 5 Upon upward reclassification/reallocation of a position, the incumbent shall receive the greater amount of either the minimum rate for the new grade or the next higher dollar rate in the new pay grade as compared to the dollar rate in the lower grade except in the following instances:
 - a. Employees who have served one year or more in a two-year review period and who upon reclassification/reallocation, move to a step with a one year review

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period, shall receive an additional step upon reclassification/ reallocation to the new grade. The employee shall receive a new performance pay increase date, which shall be calculated from the payroll number and year of the reclassification/reallocation using the performance review period for the new step.

- b. Except as noted above, the performance pay increase date shall not change unless the reclassification/reallocation moves the employee to a step with a shorter review period. In such cases, the year of the performance pay increase date is reduced if the time between the effective date of the reclassification/reallocation action and the employee's performance pay increase date is more than one year.

4.9 Pay Rate in Promotion, Demotion, Reallocation of Position or Transfer - Police Officers, Deputy Sheriffs and Animal Protection Police Officers

- 1 A Police Officer I promoted to Police Officer II, a Deputy Sheriff I promoted to Deputy Sheriff II, or an Animal Protection Police Officer shall receive an increase in pay not to exceed one within grade increase and the performance pay increase date will not change.
- 2 A Police Officer II or Deputy Sheriff II who is receiving a proficiency pay adjustment and is promoted to Police Sergeant or Deputy Sheriff Sergeant respectively, shall receive an increase in pay not to exceed one within grade increase and the performance pay increase date will not change.
- 3 In all other cases, the normal rules affecting promotion, demotion, reallocation of positions, and transfer for public safety employees shall apply.

4.10 Allowances Granted Police Officers

- 1 Police Officers required to wear civilian clothes while on duty shall be granted a clothing allowance while such assignment lasts.

4.11 Allowances Granted Deputy Sheriffs

- 1 A Deputy Sheriff II who has a minimum of five (5) years of service as a sworn Deputy Sheriff with Fairfax County and who is certified by the Sheriff or designee as demonstrating exemplary expertise in an authorized Deputy Sheriff position, may be eligible to receive a proficiency pay adjustment and assume the work title of "Master Deputy Sheriff".

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- a. A Deputy Sheriff who is eligible for a proficiency pay adjustment shall be reassigned to pay grade C-19 and shall receive an increase in pay not to exceed one within grade increase and the performance pay increase date will not change.
- b. The number of Deputy Sheriff II's receiving a proficiency pay adjustment shall at no time be greater than one-third of the total number of authorized and established Deputy Sheriff II positions.

4.12 Hours of Work

- 1 The regular work period for all full-time County employees, excluding law enforcement and fire protection personnel, shall be 40 hours worked or on paid leave (excluding meal periods) within a seven consecutive calendar day period beginning and ending as defined in Chapter 2. The schedule of hours for the workweek shall be determined by the department head or designee.
- 2 The regular work period for fire protection personnel shall be 28 consecutive calendar days, beginning and ending as defined in Chapter 2. The number of hours worked during the 28-day work period may vary depending on shift schedules and department needs.
- 3 The regular work period for law enforcement personnel shall be 14 consecutive calendar days, beginning and ending as defined in Chapter 2. The number of hours worked during the 14-day work period may vary depending on shift schedules and department needs.
- 4 The County Executive may authorize the inclusion of the meal period as actual work for shift positions.
- 5 All employees in the Merit System shall be entitled to a 15-minute rest period for each four hours of assigned work, during a duty day, as scheduled by the department head or designee. Whenever possible, the rest period shall be scheduled at the middle of each such four-hour period of work.
- 6 Shift Differential Premium Pay shall be authorized for all merit employees who are scheduled to work on fixed and/or rotating shifts that start at or after 1:00 P.M. wherein the hours scheduled on a shift after 4:00 P.M. are greater than the hours scheduled prior to 4:00 P.M., excluding employees who work flex-time schedules. If an employee whose regular shift schedule qualifies him/her for shift differential premium pay, reports to work prior to the start of their regular shift hours, he/she remains eligible for shift differential premium pay for all hours worked after 1:00 P.M. regardless of the time he/she actually begins working on that day. The hours worked before the beginning of the regular shift schedule are not eligible for shift differential.

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- 7 The Evening Shift shall encompass all shift schedules, which begin between the hours of 1:00 P.M. and 7:59 P.M. The premium pay rate established for the Evening Shift shall apply for all regularly scheduled hours actually worked between 1:00 P.M. and 7:59 P.M.
- 8 The Night Shift shall encompass all shift schedules, which begin at 8:00 P.M. and thereafter. The premium pay rate established for the Night Shift shall apply for all regularly scheduled hours actually worked between 8:00 P.M. and 6:59 A.M.
- 9 Employees assigned to 24-Hour Shift Schedules shall be paid Shift Differential Premium Pay for all regularly scheduled hours actually worked between the hours of 4:00 P.M. and 7:00 A.M. and in accordance with established payroll procedures.
- 10 Employees are paid and earn leave based on data recorded in official time and attendance records. An "online" timesheet is used to document time worked and leave taken. There are two types of time and attendance reporting:
 - a. Employees required to use positive time reporting must record all absences and hours worked each pay period.
 - b. Employees required to use negative time reporting only record exceptions to their scheduled work hours. If no exceptions are entered, the employee is paid a biweekly amount based on their scheduled hours.

4.13 Overtime, Compensatory Time, Call-Back Time, Consecutive Shift Time

-1 Overtime.

FLSA overtime shall include all hours worked or on paid leave by an FLSA eligible employee (other than law enforcement and fire protection personnel) in excess of 40 hours in a work week.

Overtime for FLSA eligible law enforcement personnel (excluding sworn Police Officers, Animal Protection Police Officers, and Deputy Sheriffs scheduled to work a 40-hour week) shall include all hours worked or on paid leave in excess of 86 hours in a 14-day work period. Overtime for FLSA eligible law enforcement personnel in the Police Department and Deputy Sheriffs scheduled to work a 40-hour week shall include all hours worked or on paid leave in excess of 80 hours in a 14-day work period. Overtime for FLSA eligible fire protection personnel shall include all hours worked or on paid leave in excess of 212 hours in a 28-day work period. Non-FLSA overtime includes hours worked in excess of the employee's scheduled hours but less than the eligibility

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requirement for FLSA overtime. Overtime shall be kept to a minimum and shall be used to relieve occasional excessive workloads or emergencies, and not to provide for constant recurring requirements. Overtime may be mandated when related to the health, welfare or safety of either the public or employees. Except in emergency situations, all overtime worked by an employee shall be approved by the employee's supervisor or designee, verbally or in writing prior to the overtime being worked. Employees shall not work in excess of authorized scheduled hours without express approval of the supervisor.

-2 Eligibility.

Employees shall earn compensatory time or be paid for overtime hours actually worked in accordance with the following provisions:

- a. FLSA eligible employees excluding law enforcement and fire protection personnel as defined in Chapter 2:
 - (1) shall be compensated at one and one-half times their regular rate of pay for all eligible hours worked or on paid leave in excess of 40 hours during the designated seven consecutive day work period. If requested by the employee and approved by the department head or designee, compensatory time at the rate of time and a half may be awarded in lieu of overtime pay. If the employee's compensatory leave balance is 240 hours or greater, overtime pay at one and one-half times the regular rate of pay must be awarded.
 - (2) shall earn straight compensatory time or be paid overtime at their hourly rate of pay, at the employee's discretion, for hours worked in excess of their scheduled hours wherein the time actually worked is less than forty hours in a seven day work period. If the employee's compensatory leave balance is 240 hours or greater, overtime pay at the hourly rate of pay must be awarded.
- b. Straight pay eligible employees shall, at the discretion of the department head or designee, earn straight compensatory time or be compensated at their hourly rate of pay for all time worked in excess of their scheduled work hours.
- c. Compensatory time eligible employees shall earn straight compensatory time for time worked in excess of their scheduled work hours.
- d. FLSA eligible fire protection personnel:
 - (1) shall be compensated at one and one-half times their regular rate of pay for all eligible hours worked or on paid leave in excess of 212 hours

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during the 28 consecutive day work period. If requested by the employee and approved by department head or designee, compensatory time at the rate of time and a half may be awarded in lieu of overtime pay. (With the exception of employees assigned to a 24-hour shift position that works an 8-hour shift and an employee assigned to an 8-hour shift position that works a 24-hour shift. These assignments shall always constitute paid overtime for the employee.) If the employee's compensatory leave balance is 336 hours or greater, overtime pay at one and one-half times the regular rate of pay must be awarded.

- (2) shall earn straight compensatory time or be paid overtime at their hourly rate of pay, at the employee's discretion, for hours worked in excess of their scheduled hours wherein the hours actually worked are less than 212 hours in a 28 day work period. If the employee's compensatory leave balance is 336 hours or greater, overtime pay at the hourly rate of pay must be awarded.

All other Fire and Rescue Department employees shall be treated as described in 2a, b, or c above.

e. FLSA eligible law enforcement personnel:

- (1) shall be compensated at one and one-half times their regular rate of pay for all hours worked or on paid leave in excess of 86 hours (80 hours for sworn Police Officers and Deputy Sheriffs scheduled to work a 40 hour week) during the 14 consecutive day work period. If requested by the employee and approved by the department head or designee, compensatory time at the rate of time and a half may be awarded in lieu of overtime pay. If the employee's compensatory leave balance is 240 hours or greater, overtime pay at one and one-half times the regular rate of pay must be awarded.
- (2) shall earn straight compensatory time or be paid overtime at their hourly rate of pay, at the employee's discretion, for hours worked in excess of their scheduled hours wherein the hours actually worked are less than 86 hours (80 hours for sworn Police Officers and Deputy Sheriffs scheduled to work a 40 hour week) in a 14 day work period. If the employee's compensatory leave balance is 240 hours or greater, overtime pay at the hourly rate of pay must be awarded.
- (3) shall be compensated at one and one-half times their hourly rate of pay for actual court time worked when such court time falls on the employee's scheduled day off or begins more than two hours prior to the employee's

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scheduled shift, regardless of the number of hours worked in a given work period.

All other public safety employees shall be treated as described in 2a, b, or c above.

-3 Holiday/Emergency Administrative Leave.

Pro-rata adjustments shall be made for the holiday usage rate for shift schedules other than 40 hours per week to ensure compliance with the provisions of Chapter 10.

- a. Part-time merit employees shall be granted holiday time off with pay on a pro-rated basis regardless of the number of hours scheduled on the day on which a holiday falls computed at the rate of one-tenth of an hour times the employees bi-weekly scheduled hours.
- b. When an employee is required to work due to an emergency, staff shortage or hours worked that are a part of the regular work week on a holiday (actual or observed), the employee shall be compensated for the hours actually worked at the employee's hourly rate of pay or in accordance with the rules governing overtime, if applicable.

To receive holiday compensation on an actual holiday, an employee must be directed by his/her supervisor to work due to staff shortage or other operational necessity.

In addition, employees shall receive holiday compensation as follows:

- (1) FLSA eligible employees shall, at the employee's discretion, be granted holiday compensatory time or be paid holiday pay not exceeding the employee's regularly scheduled hours or one half of the employee's regularly scheduled hours for a half-day holiday. If the employee's compensatory leave balance is 240 hours or greater, holiday pay at the employee's hourly rate must be granted.
- (2) Straight pay eligible employees shall, at the discretion of the department head or designee, be granted holiday compensatory time or be paid holiday pay not exceeding the employee's regularly scheduled hours or one half of the employee's regularly scheduled hours for a half-day holiday) at the employee's hourly rate of pay.
- (3) Compensatory time eligible employees shall be granted holiday compensatory time not exceeding the employee's regularly scheduled

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hours or one half of the employee's regularly scheduled hours for a half-day holiday) at the employee's hourly rate of pay.

- c. When a holiday falls on an employee's scheduled day off, the employee shall be compensated as follows:
 - (1) FLSA eligible employees shall, at the employee's discretion, be granted holiday compensatory time or be paid holiday pay not exceeding eight hours (4 hours for a half-day holiday) at the employee's hourly rate of pay. If an employee's compensatory leave balance is 240 hours or greater, holiday pay at the employee's hourly rate must be granted.
 - (2) Straight pay eligible employees shall at the discretion of the department head or designee, be granted holiday compensatory time or be paid holiday pay not exceeding eight hours (4 hours for a half-day holiday) at the employee's hourly rate of pay.
 - (3) Compensatory time eligible employees shall be granted holiday compensatory time not exceeding eight hours (4 hours for a half-day holiday).
- d. When a holiday falls on an employee's scheduled workday and the employee does not work, the employee shall receive holiday pay at the employee's hourly rate of pay. Full-time merit employees (other than Fire and Rescue Department employees on the 24-hour shift schedule) who are scheduled to work more than 8 hours due to departmental operational needs (this does not include employees who elect to work a compressed work week or flex schedule), shall be granted holiday time off with pay up to the regularly scheduled hours for a full holiday (or one-half of the regularly scheduled hours for a half holiday).
- e. In the event of extreme inclement weather or other emergency, wherein the general County government is closed by the County Executive and all employees are granted Emergency Administrative Leave, those employees required to perform emergency services shall be compensated for the hours actually worked at the employee's hourly rate of pay or in accordance with the rules governing overtime. In addition, the employee shall be compensated as follows:
 - (1) FLSA eligible employees shall at the employee's discretion, be granted compensatory time or be paid at the employee's hourly rate of pay for the number of hours that coincide with the employee's work schedule for the day itself not to exceed the maximum amount granted by the County Executive. If the employee's compensatory leave balance is 240 hours

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(336 hours for fire protection personnel) or greater, the employee must be paid for these hours.

- (2) Straight pay eligible employees shall, at the discretion of the department head or designee, be granted compensatory time or be paid at the employee's hourly rate of pay for the number of hours that coincide with the employee's work schedule for the day itself not to exceed the maximum amount granted by the County Executive.
- (3) Compensatory time eligible employees shall be granted compensatory time for the number of hours that coincide with the employee's work schedule for the day itself not to exceed the maximum amount granted by the County Executive.

-4 Compensatory Time.

Compensatory time shall be earned and credited to an employee's records on the basis of actual hours worked in excess of the employee's scheduled hours. FLSA eligible employees who earn compensatory time for FLSA overtime hours worked (as defined in 2 a(1), d(1), and e(1) above shall accrue 1 1/2 hours of compensatory time for each overtime hour worked.

All other compensatory time shall be accrued on an hour for hour basis. Compensatory time off for overtime worked shall be granted upon request of the employee, when approved by the department head or designee.

- a. In the event that an employee is granted compensatory time off in excess of the employee's accrued balance, the excess shall be charged against the employee's annual leave balance.
- b. Compensatory time not to exceed 240 hours may be carried forward from one calendar year to the next calendar year with the exception that between December 31, 2020, and December 31, 2022, employees shall be eligible to carry forward up to 480 hours.
- c. County employees shall be awarded a terminal leave payment for any accrued compensatory time not to exceed a maximum of 240 hours (336 hours for fire protection personnel). This will be paid at the employee's current hourly rate of pay at the time of termination with the exception that FLSA eligible employees will be paid at the current regular rate or at the average regular rate for the last 3 years, whichever is greater.

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- d. Notwithstanding the provisions of this section or any other provision of these personnel regulations or of the procedural directives governing the exempt service, effective July 1, 1998, senior managers shall not be eligible to earn or accrue compensatory leave. For purposes of this section, "senior managers" are noted in a procedural memorandum issued by the Human Resources Director.

Senior managers shall be credited with the amount of unused compensatory leave accrued as of July 1, 1998. Subject to the provisions of these regulations and any other applicable procedural directive, they may take such compensatory leave after July 1, 1998 until such leave balances are exhausted. Senior managers may carry over no more than 240 hours of previously accrued and unused compensatory leave into the 1999 calendar year. Upon separation, senior managers shall be granted a terminal leave payment for any such accrued and unused compensatory leave paid at the senior manager's current rate of pay, on an hourly basis, at the time of separation not to exceed a maximum of 240 hours.

-5 Call-Back Time.

Call-back time refers to situations wherein an employee is off duty and is called to return to work after departing from the workplace. It does not apply to those incidents where an employee is at work or has not departed from the work site and the work period is extended.

Employees called back to work shall be credited with a minimum of four hours overtime in each separate instance, excluding travel time, regardless of the hours actually worked.

- (a) FLSA eligible employees shall, at the employee's discretion, be granted compensatory time (at the time and one-half rate) or be paid at one and one-half times their hourly rate of pay for call-back hours. (With the exception of employees assigned to a 24-hour shift position that works an 8-hour shift and an employee assigned to an 8-hour shift position that works a 24-hour shift. These assignments shall always constitute paid overtime for the employee.) If the employee's compensatory leave balance is 240 hours or greater, the employee must be paid.
- (b) Straight pay eligible employees shall, at department head's or designee's discretion, earn straight compensatory time or be compensated at their hourly rate of pay for all call-back time.
- (c) Compensatory time eligible employees on all pay scales shall earn straight compensatory time for all call-back time.

-6 Consecutive Shift Time.

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Consecutive Shift time refers to situations wherein an employee has completed a full eight or more hour shift and is required to remain on duty a second consecutive shift to perform essential services during an emergency situation or to meet minimum State certification standards in the Department of Public Works and Environmental Services.

Employees required to perform 2nd consecutive shifts shall be compensated as follows:

- (a) FLSA eligible employees shall, at the employee's discretion, be granted compensatory time (at the time and one-half rate) or be paid at one and one-half times their hourly rate of pay for consecutive shift hours. If the employee's compensatory leave balance is 240 hours or greater, the employee must be paid.
- (b) Straight pay eligible employees shall, at the department head's or designee's discretion, earn straight compensatory time or be compensated at their hourly rate of pay for all consecutive shift time.
- (c) Compensatory time eligible employees shall earn straight compensatory time for all consecutive shift time.

4.14 Outside Employment; Violation of State Law on Conflict of Interests

- 1 Employees in the competitive service shall not engage in any employment, activity or enterprise, which has been or may be determined to be inconsistent, incompatible, or in conflict with duties, functions, or responsibilities of their County employment.
- 2 No employee in the competitive service shall hold any other position in any other governmental jurisdiction or in private employment, when such other position may have the effect of reducing the efficiency of such employee in the competitive service.
- 3 Employees in the competitive service who desire to accept outside employment in addition to their regular County positions shall inform their respective department head or designee of the nature and extent of such outside employment. The department head or designee shall thereupon determine whether or not the holding of such employment conflicts with the duties and responsibilities of said employee to the County.
- 4 Violation of the County's rules on outside employment or the Virginia State and Local Government Conflict of Interests Act or any successor statute thereto may be grounds for dismissal.

4.15 Application of Pay Policies to Deferred Retirement Option Plan (DROP) Participants

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Notwithstanding any provision of this chapter to the contrary, employees who are participating in the Deferred Retirement Option Plan (DROP) are considered as merit employees and the pay provisions included in this chapter continue to apply during their DROP participation.

DRAFT

CHAPTER 8**Transfers, Promotions, Demotions****8.1 General**

Transfers, promotions and demotions include all cases in which an employee is moved from one position to another in the competitive service without a break in service. No employee shall be required to obtain the permission of his/her supervisor before applying for a transfer, promotion or demotion.

8.2 Lateral Transfers

Lateral transfers include all cases in which an employee is moved to a different position in the same class, or to a different class in the same grade without a break in service, or moved between pay scales where the midpoint differential is below 5%.

Commented [AJ1]: Updated to be consistent with definition of Lateral Transfers in Ch 2.

-1 Intra-Departmental Lateral Transfers**a. To a different position in the same class:**

A department head or deputy may, at any time, transfer an employee under his/her jurisdiction from one merit position to another merit position in the same class in the same department.

b. To a different class in the same grade:

Before an employee can be transferred between merit positions in different classes, the employee must be certified as qualified for the new class by the Human Resources Director. There shall be no change in grade or salary.

-2 Inter-Departmental Lateral Transfers**a. An employee may be transferred from one department to another in the same class or in a different class of the same grade at his/her request subject to the following conditions:**

- (1) The Human Resources Director must certify that the employee is qualified to perform the duties of the position to which he/she is being transferred.
- (2) The department head or deputy of the releasing department must be given the opportunity to set a date for the transfer which shall not be more than thirty calendar days after the date when the employee was

selected for transfer.

- b. Notwithstanding the above, the County Executive, for the good of the competitive service, may transfer an employee from a position in one department to a position of the same class in another department, or to a position of a different class, in the same grade in another department, for which the employee meets the minimum qualifications.

8.3 Promotions

-1 Promotional Policy

A promotion is a transfer to a position in a class with a higher pay grade. In order to provide quality public service, it shall be the policy of Fairfax County Government to provide a career service for its employees, which encourages individual development, and acquisition of skills and experience, which will better serve citizens.

- a. As far as practicable, and within the constraints of Chapter 7 of the Personnel Regulations, the policy for filling vacant positions in the competitive service shall be to foster and encourage career development and upward mobility through competitive promotional opportunities for eligible County employees.
- b. In order to maintain a highly effective workforce, when the Human Resources Director determines that there may be an insufficient number of well qualified current County employees or when limiting the competition to current County employees would perpetuate a serious imbalance of the workforce in terms of race or sex, he/she may direct that the examination for such positions also be open to all other qualified persons.

-2 Demotion During Promotional Probationary Period

When an employee who has been promoted does not meet performance requirements in the higher class, he/she shall be demoted prior to the end of the probationary period subject to the terms listed below. The employee will be placed in a vacant position in a class and grade similar to that held prior to promotion.

- a. The department into which the employee was promoted has primary responsibility for locating a position for the employee.
- b. If the current department does not have an appropriate vacant position, the department head must notify the Human Resources Director in writing. The Human Resources Director, after verifying that no appropriate vacancy exists

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in the current department, will direct the head of the department from which the employee was promoted to locate a position for the employee.

- c. Where no appropriate vacancy exists in the employee's current agency or former agency, the employee being demoted shall be separated and shall have his/her name placed on the reemployment list for the class held prior to promotion. In addition, at the employee's option, his/her name may be placed on the reemployment list for lower level positions for which he/she is qualified. An employee, whose name is placed on the reemployment list under this provision, shall be certified for appropriate vacancies but is not guaranteed placement.
- d. An employee who is demoted must satisfactorily complete any required medical examination.
- e. Upon demotion, the employee's rate of pay shall be determined in accordance with the provisions stated in Chapter 4.

-3 Acting Capacity Promotion

- a. A department head or designee requesting an acting capacity promotion of an employee shall submit the request to the Division Director, Employment Division, Department of Human Resources, and shall indicate the reason for the acting capacity promotion and the duration of the action.
- b. When an acting capacity promotion to an authorized, budgeted and established position is approved by the Division Director, Employment Division, Department of Human Resources, the incumbent's compensation for the performance in the acting capacity shall be the greater amount of either the minimum rate of the new pay grade or half of the promotional increase rate in accordance with Personnel Regulation 4.7. ~~a 5% salary increase for one or two grade acting capacity promotions or a 7.5% salary increase for three or more grade acting capacity promotions~~ (or for public safety employees the next higher dollar rate in the new pay grade as compared to the dollar rate in the employee's position held prior to the acting capacity promotion).
- c. An employee selected for a position under this policy must meet the minimum qualifications for the higher level position.
- d. The employee's performance pay increase date shall not change upon an acting capacity promotion.
- e. At the end of the period of authorized acting capacity, the employee shall return to the grade and salary (grade and step for public safety employees)

Commented [KM2]: As a result of compensation plan revisions, updated this language to include acting capacity across pay plans.

held prior to the acting capacity assignment with appropriate adjustments for performance pay increases due while in the acting capacity assignment.

- f. This policy shall not apply to positions authorized by the Human Resources Director to be underfilled.

8.4 Reclassification of Position to a Higher Level

When a merit position is reclassified to a higher-grade level, the Human Resources Director shall certify the incumbent as qualified for the position. If the incumbent does not meet the minimum standards for the new classification, he/she must execute a work agreement approved by the Human Resources Director or designee identifying the steps to be taken for the incumbent to meet the minimum requirements for the higher grade job class.

8.5 Demotions

A demotion is a transfer to a position in a class with a lower pay grade.

- 1 A department head may transfer an employee to a merit position at a lower pay grade, for which the employee meets the minimum qualifications, when an employee voluntarily requests such a demotion, as reasonable accommodation for partial disability or in accordance with the reduction-in-force procedures as specified in Chapter 9.
- 2 A department head may transfer an employee to a merit position at a lower pay grade for which he/she meets the minimum qualifications, with or without the consent of the employee concerned, when the employee is not rendering satisfactory service in the position he/she holds.
- 3 Demotions for disciplinary reasons shall be implemented in accordance with Chapter 16 of the Personnel Regulations.
- 4 An employee who is to be demoted, to a position in a class in which he/she has not previously served may, at the direction of the Human Resources Director, be required to be certified as meeting the minimum qualifications for the new class.
- 5 Upon demotion, the employee's rate of pay shall be determined in accordance with the provisions stated in Chapter 4.
- 6 An employee who has been promoted and does not meet departmental performance requirements in the higher class, shall be demoted prior to the end of the probationary period in accordance with Personnel Regulations 8.3-2.



County of Fairfax, Virginia

MEMORANDUM

DATE: December 27, 2022

TO: Catherine Schafrik, Director
Department of Human Resources

FROM: Nicole Rawlings, Executive Director *Nicole Rawlings*
Civil Service Commission

SUBJECT: Public Hearing on Proposed Revisions to the Personnel Regulations – 2, 4, and 8

Following an advertised public hearing held on December 21, 2022, the Civil Service Commission considered proposed revisions to Chapters 2, 4, and 8 of the Fairfax County Personnel Regulations. Members of the Commission participating in the public hearing included Farzin Farzad, Thomas Garnett, John Harris, Janice Hill, LaToya Isaac, Herbert Kemp, Nancy Rice, Sara Simmons, and John Townes. Commissioners Jason Fong, Patrick Morrison and Deborah Woolen were not in attendance.

Cathy Schafrik, Director, Department of Human Resources (DHR), provided an overview of the proposed changes for each chapter.

Shelley Scianna, Deputy Director, Talent Management, DHR, Adam Craddock, Deputy Director, Total Rewards, DHR; Diane Roteman, Division Director for Employee Relations, DHR; and Kristin Resta, Division Director for Workforce Planning, DHR, accompanied Ms. Schafrik.

During her presentation, Ms. Schafrik explained that the County has several pay scales, S scale for general County employees; P scale for Public Safety Communications staff; O scale for police; L scale for County attorneys; F scale for uniformed Fire and Rescue employees; C scale for Office of the Sheriff employees; and E scale for appointed positions. Benchmark studies are conducted annually to evaluate the County's job classifications against competitor jurisdictions and market pay. Benchmark study findings have resulted in classification and associated pay adjustments to the S31 and below classifications. However, classifications of S32 and above have not had adjustments in 10 years. She further explained that the E scale had 14 levels, 7 of which were not being used, and required streamlining. As a result, the A scale, with fewer levels and expanded bands, was created to replace the E scale. The M scale was created to clearly delineate management employees. Ms. Schafrik stated that the proposed regulation changes before the Commission are needed because of the addition of the two new pay plans. She also explained that the proposed changes are not intended to change existing policy.

Ms. Schafrik presented the following proposed changes:

Civil Service Commission
12000 Government Center Parkway, Suite 258
Fairfax, Virginia 22035
Phone 703-324-2930 Fax 703-653-9431
www.fairfaxcounty.gov

Chapter 2 - Definitions

The proposed changes to Chapter 2 are as follows:

- Add the M-01 pay grade as generally eligible to earn compensatory time under the definition for Compensatory Time Eligible; Employees who were previously eligible remain eligible.
- Add the following definition for Lateral Transfer from Chapter 8 to distinguish from a Transfer:

Lateral transfers include all cases in which an employee is moved to a different position in the same class, to a different class in the same grade without a break in service, or moved between pay scales where the midpoint differential is below 5%.

Ms. Schafrik explained whether a transfer is lateral is determined by evaluating the scale most closely aligned with the transferring employee's current position and comparing the position midpoints. If the difference in midpoints is less than 5%, the transfer is a lateral transfer.

- Add a reference to Chapter 4.7-3 to the definition for Promotion.
- Add the language "between positions of different pay scales" to the definition of Transfer. Ms. Schafrik shared that the language was added for clarity if a position is transferred between scales because of the new pay plans and revised class specifications. With the proposed language the definition for Transfer reads as follows:

Assignment of an employee from one position to another position. Transfers can take place within a department, between positions of the same pay range, between positions of a different pay ranges, between positions of different pay scales, between positions of the same class or between positions of different classes.

In response to a clarifying question from Commissioner Simmons, Ms. Schafrik explained that a difference of greater than 5% either results in a demotion or promotion, which requires departments to utilize the existing demotion or promotion procedures.

Chapter 4 - Pay Plan, Hours of Work and Overtime

The proposed changes to Chapter 4 are as follows:

- Update the language in Section 4.2-1 to reflect that the starting rate of pay for new hires should be based on the applicant's qualifications not to exceed the midpoint rate for the position except where elsewhere specified in the chapter.

- Update the language in Section 4.7 to address competitive position movements between scales;
- Renumber the section, as needed, based on the above listed proposed changes.

Ms. Schafrik explained that the language in Section 4.2-1 is outdated and has not been the practice. She also explained that a pay compression analysis which factors in an employee's relevant work experience is underway. As part of the effort, DHR created a tool to determine appropriate pay adjustments based on relevant work experience. The intent is for departments to also use the tool in setting hiring salaries going forward.

In response to concerns raised by Commissioners Garnett and Simmons about pay consistency in hiring between agencies that hold and are competing for the same or similar positions, Ms. Schafrik explained that pay scales with a pay range exists for every job. Pay scale and range information is published and known to applicants at the time of application. Moving forward, once an appointing authority has identified the best applicant, they are able to use the DHR tool to plug in the applicant's relevant work experience to assist in determining an appropriate rate of pay. However, she also explained that appointing authorities need flexibility, and several factors are considered in determining starting rate of pay. She shared that there are various checks in place that limit the appointing authority's ability to offer an unreasonable rate of pay to new hires.

Ms. Resta explained that the new tool is going to be helpful in creating greater pay consistency within and between agencies.

Ms. Schafrik further explained that the pay compression analysis is intended to address long-standing issues of pay inequity with tenured employees. She stated that the methodology used as part of the analysis should also be applied going forward to avoid recreating the pay equity problem.

Chapter 8 - Pay Plan, Hours of Work and Overtime

The proposed changes to Chapter 8 update the language in Section 8.2 to be consistent with the definition of Lateral Transfers added in Chapter 2; and update the language to include acting capacity across pay plans in Section 8.3.3 (b) because of compensation plan revisions.

Public Comment:

The Commission received a written statement submitted on behalf of the Fairfax County Government Employees Union – a Chapter of Service Employees International Union Virginia 512 (SEIU).

SEIU expressed concerns with language in the proposed definition for lateral transfer and the proposed added language for the definition for transfer. They expressed concern that the proposed language would allow an employee to be moved between pay scales without having to compete for a promotion; would allow a department to promote an employee by

circumventing the competitive process; and could be used by departments to demote an employee without going through the formal demotion process. SEIU proposed adding language to the effect of “in no event shall an employee suffer a loss of pay due to a lateral transfer”. They also proposed adding the language “moved between pay scales where the pay is equal” instead of “where the difference is below 5%.

SEIU also shared their concerns that the proposed changes to Chapter 4.2-1 lacked specificity, guidance or a definition for how departments will assess internal equity and the qualifications of the applicant in this context. They stated the proposed change moved from an objective guideline to a subjective guideline.

The Commission also received public comments from the following:

David Lyons spoke on behalf of the Fairfax Workers’ Coalition (FWC). Mr. Lyons shared his concern that existing employees are being paid below mid-point and new hires are brought in at the mid-point or above. He stated that while he has no objections to the proposed changes, he wants to ensure that the proposed changes would not worsen pay compression, particularly for workers on the lower end of the pay scale. He stated that the changes address the hiring of individuals, but do not speak to retention. Mr. Lyons acknowledged DHR’s efforts to address pay compression. However, he stated he would like more specificity on the tool DHR is using to determine pay adjustments. He also expressed that a review of pay inequity should include gender inequity. In summary, he expressed that he wanted to ensure that DHR is looking at the full impact of changes and consider ways to address longstanding pay inequity for existing employees and retention.

Mr. Lyons also submitted a written statement for the Commission to consider if he was unable to appear in person. The written statement reflects the same comments he provided at the public hearing.

Several Commissioners posed questions to better understand Mr. Lyons’ concerns and determine how they related to the proposed changes presented.

Tammie Wondong, a Social Services Specialist with the Department of Family Services, and President of the Fairfax Chapter of SEIU Virginia 512, expressed that only a union contract will ensure that employees are no longer shut out of decisions over things like raises, benefits and working conditions. She expressed concerns about pay equity, fairness, and respect and how they relate to wages and employee seniority. She stated that some new employees with less skills are receiving higher rates of pay than long-term employees and that is leading to division and tension. She expressed that equity is needed for all and not just some and stated that not just managers should receive raises. She further stated that employee pay should reflect the employees value to the County.

David Edelman, a Clinical Supervisor with the Fairfax- Falls Church Community Services Board expressed that with collective bargaining efforts underway, he did not believe there should any big changes to policy before employees had a seat at the table. He shared concerns regarding proposed changes to Chapter 4 with respect to starting rate of pay. He noted that he and his colleagues are concerned about pay compression and felt that the

proposed changes are not well understood. He shared his desire to slow down the process to allow more time to understand the proposed changes.

In response to a request by Commissioner Rice to provide more specific information regarding his concerns, Mr. Edelman expressed that he would like to see the changes, to include the pay compression analysis, in a whole package and greater transparency and communication about the pay compression analysis.

In response to a question from Commissioner Farzad about the DHR tool and benchmarking, Ms. Schafrik explained that benchmarking is meant to address the position classifications and the goal of the pay compression analysis is to address the pay of the people in positions.

Ms. Schafrik also clarified that with a lateral transfer, there is no change in pay.

Michelle Velasquez-Starr, Member Services Director with SEIU Virginia 512, further outlined the concerns SEIU identified in their written comments. She reiterated SEIU's concern with the proposed definition of a lateral transfer. She stated that she believes the proposed language would allow departments to move employees between pay scales, essentially promoting or demoting an employee without going through the proper process. She noted that transfers are not grievable so employees would have no redress.

Ms. Velasquez-Starr also expressed concern that the proposed changes for 4.2-1 and how departments will assess the qualifications of applicants or determine pay equity. She acknowledged DHR's efforts to address pay compression and the creation of a tool to help determine appropriate salary adjustments or starting pay but stated that the process and use of the tool was not transparent. She expressed a need for greater transparency, a mandate that departments utilize the tool and more policies that explain and outline its use.

In response to Ms. Velasquez-Starr's comments, Commissioner Simmons noted that staff has already clarified and confirmed that departments cannot demote or promote employees without navigating the appropriate processes.

Commissioner Simmons also asked staff about training and policies regarding the DHR tool in response to Ms. Velasquez-Starr's other stated concerns.

Ms. Schafrik explained that the DHR tool is a new tool. Ms. Resta further explained that HR Managers have received training and guidance on the tool. She explained that it is one tool in a toolkit for departments to use along with other considerations.

Ms. Schafrik also explained that she and her staff are trying to minimize confusion with the multiple initiatives occurring at the same time. She noted that information about the tool and FAQ's are posted and accessible on the internal DHR Compensation site. She further stated that DHR will provide additional communication around the tool as the pay compression analysis adjustments are implemented.

Lauren Tumbleson, a Meals on Wheels Case Manager, expressed a lack of understanding of the proposed changes. She shared her hiring experience and advocating for her desired salary despite the advice of colleagues who believed such efforts to be pointless. She shared

that as a result, she makes more than her colleague with 9 years of experience compared to her 4 years of experience. With respect to the pay compression analysis, Ms. Tumbleson stated that employees were directed to not include irrelevant job experiences and licenses and thus not permitted to share their full experience. She also shared that she has heard about the DHR tool but questioned what it was and what goes into it. She also recommended a retrospective evaluation of decisions that led to the salary compression issues to prevent the same problem occurring in the future.

In response to Ms. Tumbleson's comments about the pay compression analysis, and clarifying questions posed by Commissioners, Ms. Resta explained that only relevant experience for the employee's current position is considered. Ms. Resta also distinguished between County experience and relevant experience. She further explained that departments considered licensure/education as part of the certification for the position during the hiring process.

In response to concerns raised by speakers with respect to the definition of lateral transfer, Commissioner Hill recommended adding the language "there is no change in pay".

CSC's Recommendations

The members of the Civil Service Commission participating in the public hearing voted unanimously to recommend that the Board of Supervisors approve the proposed changes for Chapter 2, with the addition of the language "There is no change in pay", at the end of the proposed definition for Lateral Transfer.

The members of the Civil Service Commission participating in the public hearing voted unanimously to recommend that the Board of Supervisors approve the proposed changes for Chapters 4 and 8, with the addition of the language "There is no change in pay", to Chapter 8 Section 8.2 consistent with the additional language proposed for the definition of Lateral Transfer in Chapter 2.

If the Commission can be of further assistance in clarifying these proposed changes, please let me know.

cc: Board of Supervisors
Commissioners, Civil Service Commission
Bryan J. Hill, County Executive
Karen Gibbons, Deputy County Attorney
Joseph Herrera, Chair, EAC
Robert Young, President, Local 2068
Joseph Abbate, President, Fairfax Deputy Sheriff's Union, SEIU
Justin Lascola, President, Fraternal Order of Police, Lodge 77
Sean Corcoran, IUPA, Local 5000
Tammie Wondong, President, FCEGU, SEIU
Jon Miskell, Fairfax Workers Coalition
Brenda C. Zwack, Esq., AFSCME Local 3001
Karen Conchar, SEIU 512

CONSIDERATION – 1

Election Year Policies

ISSUE:

Adoption of Election Year Policies for the 2023 Election of the Board of Supervisors.

BACKGROUND:

The Board has adopted election year policies since at least 1975. The election year policies remained basically unchanged until election year 1995 when policy provisions were added to address the distribution of County documents, scheduling of land use public hearings, the use of County print shop and mail services to distribute district-wide mailings, and appointments. The 2015 Election Year Policies dropped references to the distribution of materials as they were no longer relevant due to current practices of posting materials on-line (such as the Board Package, Clerk's Summary, and Public Meetings Calendar) and the fact that some newsletters are distributed electronically without use of the County Print Shop or Mail Services.

Since 2002, election year policies have addressed Board members' use of websites, and more recently use of social media sites. On July 30, 2019, the Board of Supervisors also adopted the Board Social Media Policy to administer the official social media sites used by Board Members in their official capacities as Supervisors of Fairfax County to communicate to the public regarding the administration and governance of Fairfax County.

- The current prohibition on links from a magisterial district's web page on fairfaxcounty.gov to Board incumbents' personal and campaign websites or non-official social media sites, at any time, continues in effect.
- Board incumbents' official social media sites that use Fairfax County resources, such as sites that are linked to fairfaxcounty.gov email addresses or the fairfaxcounty.gov website (or that are administered by Fairfax County staff on Fairfax County-owned devices), must not include campaign-related information/updates, nor should any questions or comments the public may ask about the campaign be answered on such sites. For campaign questions received on official social media sites that use Fairfax County resources, Board incumbents may refer those questions to their campaign social media sites by using this language (but without including a direct link to the campaign website): "I do not use this account for campaign matters; please visit my campaign social

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media site to leave this comment/question.” To be clear, this policy pertains to Board incumbents’ use of official social media sites that use Fairfax County resources, not to posts, comments, or messages from members of the public on such sites.

Similar to the 2019 Election Year Policy, the following addresses the scheduling of land-use public hearings and of appointments:

- Land-use public hearings will not be scheduled for the period from November 7, 2023, until the new Board takes office on January 1, 2024.
- Appointments of persons to Boards, Authorities, and Commissions (BACs) will not be scheduled during the November and December 2023 Board Meetings.

FISCAL IMPACT:

None

ENCLOSED DOCUMENT:

Attachment I - Board Social Media Policy

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

ASSIGNED COUNSEL:

Elizabeth D. Teare, County Attorney

FAIRFAX COUNTY, VIRGINIA POLICY OF THE BOARD OF SUPERVISORS	
To: All	Initiated by: Board of Supervisors
Date Adopted: July 30, 2019	Adopted by: Board of Supervisors
Subject: Board Social Media Policy	

I. BACKGROUND AND PURPOSE

A. Fairfax County uses social media tools to provide ways to build community and officially and rapidly communicate directly with stakeholders, partners, the general public, and the media as part of online communications.

B. The County recognizes that some Board Members also use social media in their official capacities to deliver County information, provide customer service, and communicate with the public in their elected positions as Supervisors.

C. The County further recognizes that some Board Members may maintain multiple accounts on the same social media platforms for other personal, professional, or campaign reasons, and that Board Members maintain those additional social media accounts in their non-official capacities.

D. The County has promulgated official social media policies, which are applicable to official County social media sites, but those policies are not well-suited to social media sites of elected officials.

E. This policy is adopted to apply to Board Members in administering their official social media sites, in lieu of the County's official social media policies.

II. DEFINITIONS

Social media sites refer to a collection of online services such as, but not limited to, Facebook, Instagram, NextDoor, YouTube, Flickr, LinkedIn, and Twitter.

Board Members' official social media sites refer to those social media sites used by Board Members in their official capacities as Supervisors of Fairfax County to communicate to the public regarding the administration and governance of Fairfax County and are identified as such to the Office of Public Affairs.

III. SCOPE

This policy applies to Board Members' official social media sites only and does not apply to Board Members' other personal, professional, or campaign social media sites.

IV. POLICY

A. Board Members will identify their official social media sites to the Office of Public Affairs for cross-posting with the Fairfax County official social media sites overseen by the Office of Public Affairs;

B. Board Members' official social media sites will clearly be labeled or described with the Board Members' title and position, *e.g.* "Supervisor John Smith";

C. Board Members' official social media sites will list the Board Members' County contact information, such as County email address and office phone number;

D. Board Members' official social media sites will either include a link to the Fairfax County Social Media Commenting Policy or other comprehensive, content-neutral commenting policy to govern the moderation of comments; comment deletion or blocking/banning users will only be done in accordance with the commenting policy. In the alternative, if there is no commenting policy, comment deletion or blocking/banning users is prohibited;

E. All content (posts, comments, and "private" messages) on Board Members' official social media sites will be archived for VFOIA and record-retention purposes;

F. All County staff authorized to manage or administer the Board Members' official social media sites:

i. Will only moderate comments and block/ban users in accordance with the commenting policy.

ii. Will only use County-issued computers or mobile devices to manage the sites.

G. Board Members' official social media sites will be managed or administered in accordance with all applicable state and federal laws.

H. Board Members' official social media sites will not include information related to any candidates' political campaign.

V. LIMITATION ON LIABILITY OF THE COUNTY

Each Board Member will be responsible for ensuring that his or her official social media site complies with this policy. No Board Member will be responsible for monitoring compliance by other Board Members.

For the purposes of The Board of Supervisors' Indemnification and Representation of Officers and Employees Resolution (Resolution), Board Members' use of their official social media sites is deemed to be activity within the scope of Board Members' course of employment and authority to act. Therefore, Board Members are entitled to representation and indemnification for claims arising from the use of an official social media site so long as the actions were i) done in good faith; ii) done in the reasonable belief that such activities were in the best interest of the County and in furtherance of the official practices and policies of the County; and iii) not willful, malicious, or wanton.

Nothing herein will be deemed to preclude indemnification for Board members' non-official social media sites if and as permitted by the Resolution.

No notice or opportunity to cure will be given under this policy.

County policy and the applicable law determine what information can be posted on the County Web site or on any official County social media site. If the County determines that a Board Member's official social media site contains information that cannot or should not be posted on the County Web site or on any official County social media site, the County will not link or otherwise republish any content on the Board Member's official social media site to any County platform.¹

¹ Again, County policies restricting what content is allowed on the County Web site or County social media accounts will prohibit the County from linking or republishing any such content from a Member's account.

CONSIDERATION - 2

Appeal of John Zecca's and Lindsay Noble from a Decision of the Exception Review Committee Pursuant to the Chesapeake Bay Preservation Ordinance, *Code of the County of Fairfax, Virginia*, for Langley Forest, Lot 13A, Section 1; Tax Map No. 021-4-06-0013A (Dranesville District)

ISSUE:

Board of Supervisors (Board) consideration of an appeal of the Exception Review Committee's (ERC) decision to deny a request for an encroachment exception under §118-6-8(b) (Accessory Structures) of the Chesapeake Bay Preservation Ordinance (CBPO), *Code of the County of Fairfax, Virginia*, and disapprove the associated Water Quality Impact Assessment (WQIA).

TIMING:

Board consideration is requested on January 24, 2023.

BACKGROUND:

John Zecca and Lindsay Noble (Appellants) are the record owners of the residential property located at 917 Whann Avenue, McLean, in the Dranesville District (Property). In this appeal (Attachment 1), they request that the Board reverse the ERC's decision denying their request for an exception from the Performance Criteria for Resource Protection Areas to install an in-ground swimming pool and spa with a deck on previously leveled lawn. They also ask that the Board approve their application for the exception.

The current dwelling on the Property was built in 1998. The Resource Protection Area (RPA) was designated on the lot in 2003. Approximately 75% of the lot is now encumbered by RPA, and nearly 7,000 square feet of impervious area is now in the RPA (excluding the rip-rap in the unnamed tributary of Dead Run), and 1,135 square feet of impervious area is in the seaward fifty feet (excluding the rip-rap in the unnamed tributary of Dead Run). See Water Quality Impact Assessment (WQIA) Attachment B2 – of the Staff Report to the ERC ([Attachment 2](#); page 40). Had the CBPO applied to the Property at the time the house was built, 5,000 square feet would have been the maximum amount of impervious cover permitted within the RPA, and no encroachment in the seaward 50 feet would have been permitted unless the ERC granted an exception.

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The Appellants' proposed pool will add an additional 998 square feet of impervious area in the seaward 50 feet. See page 42 of the WQIA ([Attachment 2](#)). Under the CBPO, an accessory structure, such as a pool, may be permitted in the RPA, subject to approval of an exception following a public hearing. Because there was no concurrent Rezoning or Special Exception, the Hearing was conducted by the ERC.

On September 7, 2022, the ERC held a public hearing to consider the Appellants' request for an exception. County staff recommended approval, subject to conditions, as set forth in the Proposed Conditions contained in Attachment A of the Staff Report ([Attachment 3](#)). At the conclusion of the hearing, the ERC voted 9-2 to disapprove the exception and WQIA ([Attachment 4](#)).

Under CBPO § 118-6-6, the ERC may grant an exception if it finds that all the following criteria are met:

- a) The requested exception to the criteria is the minimum necessary to afford relief.
- b) Granting the exception will not confer upon the applicant any special privileges that are denied by this part to other property owners who are subject to the provisions and who are similarly situated.
- c) The exception is in harmony with the purpose and intent of this Chapter and is not of substantial detriment to water quality.
- d) The exception is not based upon conditions or circumstances that are self-created or self-imposed.
- e) Reasonable and appropriate conditions are imposed, as warranted, that will prevent the allowed activity from causing a degradation of water quality.
- f) Other findings, as appropriate and required herein, are met.

By resolution, the ERC found that granting an exception to the Appellants would confer a special privilege upon them. The ERC concluded:

[It] would be the ERC's first approval to build a swimming pool within the 50 seaward feet of the RPA, according to staff. A recent request (Wooded Glen) for a swimming pool within the seaward 50 feet was denied. Although the circumstances for every exception request are different, approving an exception within the 50 seaward feet for the purpose of building a swimming pool may confer a special privilege on this applicant, and may establish a precedent for approving future similar applications.

The ERC also determined that the request for the exception was based on conditions or circumstances that were self-created or self-imposed. The ERC concluded:

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The applicant's request to place a swimming pool so extremely close to the stream, within the 50 seaward feet, is essentially a self-created condition. Applicant had no reasonable expectation that a pool would be approved. Approval would depend on the appropriateness of the project.

On October 6, 2022, the Appellants filed an appeal of the ERC decision ([Attachment 4](#)) under CBPO § 118-8-1(b), which allows the Board to uphold or reverse the ERC's decision of the exception request. Alternatively, the Board can uphold or reverse the ERC's decision for other reasons that are supported by the record.

The Appellants assert in their appeal that they satisfied the exception requirements under CBPO § 118-6-6, and the exception should be granted. The appeal alleges that the ERC erred in their action and their denial violates the equity and fairness consideration of the Code, and states that it is clearly an act by the ERC that is arbitrary, capricious and in violation of the Fairfax County Code, the Code of Virginia, the Constitution of Virginia, the United States Constitution, and the Common Law of Virginia.

The Appellant lists the ERC's errors as follows:

1. Erred on the facts when referencing the Wooded Glen denial as "a recent request for encroachment into the inner 50-foot seaward buffer for a new pool" when determining that the exception will confer special privileges on the Appellant.
2. Erred in the law by considering establishment of precedent for future approvals by others in the decision-making process, rather than evaluate the request on its specific merits and circumstances, when determining that the exception will confer special privileges upon the Appellant.
3. Erred in the law by basing their decision on the location of the swimming pool within the seaward 50-foot buffer (after a majority vote of the ERC confirmed that the pool was in the only location possible), when determining that the exception will confer special privileges upon the Appellant.
4. Abused their discretionary authority by stating the Applicant "had no reasonable expectation that a pool would be approved" when determining the exception request is self-created or self-imposed.

Below are staff's comments regarding the contested required findings:

Required finding CBPO § 118-6-6(b)

It is Staff's opinion, as articulated in the staff report to the ERC, that the Wooded Glen exception request, 5255-WRPA-003-1, is similar to the Appellants' application to the

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extent that it was to expand a pool deck and add an outdoor barbeque surface and spa in the seaward 50 feet of the RPA. However, the Wooded Glen pool was constructed in the seaward 50 feet of the RPA before the RPA was delineated on the lot. The ERC denied the exception, because the expansion of the accessory use was not determined to be the minimum necessary to afford relief, and the application did not adequately address stormwater impacts.

Required finding CBPO § 118-6-6(d)

It is staff's opinion, as articulated in the staff report to the ERC, that the proposed exception is not entirely self-created in that the lot was recorded in 1947, and the present house was built in 1998, before the RPA was designated on the lot in 2003. The amount of impervious area on the lot is not uncharacteristic for the area, nor is having a swimming pool in the RPA. The subject lot differs from most other lots in that the stream runs almost through the middle of the lot.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 - Statement of Appeal available at:

<https://www.fairfaxcounty.gov/landdevelopment/sites/landdevelopment/files/assets/documents/pdf/erc/appeal%2010-07-2022.pdf>

Attachment 2 - Water Quality Impact Assessment (WQIA) (Attachment B2 of the Staff Report) available at:

<https://www.fairfaxcounty.gov/landdevelopment/sites/landdevelopment/files/assets/documents/pdf/erc/b2%20-%20wqia.pdf>

Attachment 3 - Proposed Conditions (Attachment A of the Staff Report) available at:

<https://www.fairfaxcounty.gov/landdevelopment/sites/landdevelopment/files/assets/documents/pdf/erc/attachment%20a.pdf>

Attachment 4 - ERC Resolution available at:

<https://www.fairfaxcounty.gov/landdevelopment/sites/landdevelopment/files/assets/documents/pdf/erc/erc%20resolution%2009-07-2022.pdf>

Additional information for the ERC September 7, 2022, public hearing available at:

<https://www.fairfaxcounty.gov/landdevelopment/exception-review-committee>

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STAFF:

Rachel Flynn, Deputy County Executive

William D. Hicks, P.E., Director, Land Development Services

ASSIGNED COUNSEL:

Marc Gori, Assistant County Attorney

CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).
 - (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).
 - (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).
-
- 1. *Board of Supervisors of Fairfax County, Virginia, Fairfax County, Virginia, and Jay Doshi, Director, Department of Tax Administration Fairfax County, Ex Officio v. Gate Gourmet, Inc.*, Case No. CL-2021-0015216 (Fx. Co. Cir. Ct.)
 - 2. *JBG Tysons Hotel LLC v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2022-0015892 (Fx. Co. Cir. Ct.) (Hunter Mill District)
 - 3. *Jacob Austin Schneider v. Fairfax County Department of Public Works and Environmental Services*, Case No. 1:22-cv-0871 (E.D.Va.)
 - 4. *Cassie C. Crisano v. Office of the Fire Marshal, Fairfax County Fire & Rescue Department, Daniel V. Gray, and Investigator Terrance L. Fayson*, Case No. CL-2021-0014915 (Fx. Co. Cir. Ct.)
 - 5. *Ryan M. Stewart v. Fairfax County*, Case No. GV22-006243 (Fx. Co. Gen. Dist. Ct.)
 - 6. *Jeremy D. Nickens v. May Shallal and Patrick Anderson*, Case No. GV22-018316-00, (Fx. Co. Gen. Dist. Ct.)
 - 7. *Tuul Schultz v. H. Kim*, Case No. GV22-009145 (Fx. Co. Gen. Dist. Ct.)
 - 8. *Yenny S. Guevara v. Terry Mincey and Fairfax County*, Case No. GV22-012632 (Fx. Co. Gen. Dist. Ct.); and *Ruben Marquez Quinteros v. Terry Mincey and Fairfax County*, Case No. GV22-012631 (Fx. Co. Gen. Dist. Ct.)

9. *In re: April 20, 2022, Decision of the Board of Zoning Appeals of Fairfax County, Virginia; Addicott Hills Homeowners Association, Inc., Great Falls Citizens Association, and Farhad Saba v. Stonecrest Home Arts, Inc., and Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2022-0006672 (Fx. Co. Cir. Ct.), and *Addicott Hills Homeowners Association, Inc., Great Falls Citizens Association, and Farhad Saba v. Stonecrest Home Arts, Inc., Board of Supervisors of Fairfax County, Virginia, and Board of Zoning Appeals of Fairfax County, Virginia*, Case No. CL-2022-0007036 (Fx. Co. Cir. Ct.) (Dranesville District)
10. *David Berry, Carol A. Hawn, Helen H. Webb, and Adrienne A. Whyte v. Board of Supervisors of Fairfax County*, Record No. 211143 (Va. Sup. Ct.)
11. *Brookfield Washington, LLC v. The County of Fairfax, Virginia, The Board of Supervisors of Fairfax County, Virginia, and The Department of Land Development Services of Fairfax County, Virginia*, Case No. CL-2022-0008210 (Fx. Co. Cir. Ct.) (Hunter Mill District)
12. *Jay Riat, Building Official for Fairfax County, Virginia v. Charles V. Duran*, Case No. CL-2022-0012211 (Fx. Co. Cir. Ct.) (Braddock District)
13. *Jay Riat, Building Official for Fairfax County, Virginia v. Huu D. Tran and Nhanh T. Le*, Case No. CL-2022-0015917 (Fx. Co. Cir. Ct.) (Braddock District)
14. *Jay Riat, Building Official for Fairfax County, Virginia v. Alberto Gonzolo Acha*, Case No. GV21-007672 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
15. *Jay Riat, Building Official for Fairfax County, Virginia v. Robert H. Jongwe*, Case No. GV22-010640 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
16. *Jay Riat, Building Official for Fairfax County, Virginia v. Henry Tuan Nguyen*, Case No. GV22-018472 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
17. *Jay Riat, Building Official for Fairfax County, Virginia v. Burke Commerce Center, LC*, Case No. GV22-019061 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
18. *Jay Riat, Building Official for Fairfax County, Virginia v. Kevin T. Nguyen and Tina P. Huynh*, Case No. GV22-020188 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Cuong Tan Nguyen*, Case No. CL-2022-0000434 (Fx. Co. Cir. Ct.) (Dranesville District)
20. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Shirley Dorneus*, Case No. CL-2022-0017057 (Fx. Co. Cir. Ct.) (Dranesville District)

21. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Leah Gansier*, Case No. GV22-018257 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
22. *Jay Riat, Building Official for Fairfax County, Virginia v. Dolly Nadeem Malik and Nadeem Ahmad Malik*, Case No. GV22-019069 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
23. *Jay Riat, Building Official for Fairfax County, Virginia v. Becky D. Lewis and Rossen Radev*, Case No. GV22-019337 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
24. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Springfield Industrial Park Partnership*, Case No. CL-2022-0012894 (Fx. Co. Cir. Ct.) (Franconia District)
25. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Sedaka A. Tomasto Tomateo, Juliana N. Lopez Mallqui and Jose L. Lopez La Rosa*, Case No. CL-2022-0013231 (Fx. Co. Cir. Ct.) (Franconia District)
26. *Jay Riat, Building Official for Fairfax County, Virginia v. Irene Castillo*, Case No. CL-2022-0015404 (Fx. Co. Cir. Ct.) (Franconia District)
27. *Leslie B. Johnson, Fairfax County Zoning Administrator and Jay Riat, Building Official for Fairfax County, Virginia v. Phillip W. Trott and Sandra Montiel*, Case No. CL-2022-0015918 (Fx. Co. Cir. Ct.) (Franconia District)
28. *Jay Riat, Building Official for Fairfax County, Virginia v. Kamal Mohammad Islam and Tahana Islam*, Case No. CL-2022-0016647 (Fx. Co. Cir. Ct.) (Franconia District)
29. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Carlos F. Gonzalez and Nancy E. Gonzalez*, Case No. GV22-009809 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
30. *Jay Riat, Building Official for Fairfax County, Virginia v. Julio C. Moreno and Lelfia D. Flores Blanco, aka, Lelfia Yanira Blanco*, Case No. GV22-014714 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
31. *Jay Riat, Building Official for Fairfax County, Virginia v. Honeida A. Manzano Cueva and Maria D. Cueva*, Case No. GV22-015099 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
32. *Jay Riat, Building Official for Fairfax County, Virginia v. Mohammed A. Kashem*, Case No. GV22-015799 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

33. *Jay Riat, Building Official for Fairfax County, Virginia v. Edwin Rocha and Hilda Rocha*, Case No. GV22-015797 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
34. *Jay Riat, Building Official for Fairfax County, Virginia v. Suniti Sharma and Preeti Shahipal*, Case No. GV22-015798 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
35. *Jay Riat, Building Official for Fairfax County, Virginia v. Hometown Audubon, LLC, Nelly Pena, Anabel Garcia, and Armando Valera*, Case No. GV22-016122 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
36. *Jay Riat, Building Official for Fairfax County, Virginia v. Sussex Garden, LLC*, Case No. GV22-019264 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
37. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Yi Yang and Xiaohui Wang*, Case No. CL-2022-0015556 (Fx. Co. Cir. Ct.) (Hunter Mill District)
38. *Jay Riat, Building Official for Fairfax County, Virginia v. Chuanhao Jin and Yanguang Jin*, Case No. CL-2022-0001856 (Fx. Co. Cir. Ct.) (Hunter Mill District)
39. *Jay Riat, Building Official for Fairfax County, Virginia v. Jades Enterprises*, Case No. GV22-010192 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
40. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Juan Hernandez and Thelma H. Ayala*, Case No. GV22-11605 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
41. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Michael W. Wittmann and Christopher E. Wittman*, Case No. GV22-015509 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
42. *Jay Riat, Building Official for Fairfax County, Virginia v. Robert M. Fay and Kathryn Fay*, Case No. GV22-019335 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
43. *Jay Riat, Building Official for Fairfax County, Virginia v. Mai Huong Thi Quach and Tien Nan Wang*, Case No. GV22-020189 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
44. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ha Thi Truoc*, Case No. CL-2020-0013745 (Fx. Co. Cir. Ct.) (Mason District)
45. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Dar Al-Hijrah Islamic Center*, Case No. CL-2022-0012896 (Fx. Co. Cir. Ct.) (Mason District)
46. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ayman Awadallah and Reema Awadallah*, Case No. CL-2020-0014916 (Fx. Co. Cir. Ct.) (Mason District)

47. *Jay Riat, Building Official for Fairfax County, Virginia v. Chung H. Lee and Hyun Hee Lee*, Case No. GV22-015103 (Fx. Co. Gen. Dist. Ct.) (Mason District)
48. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Derege Zewdie, Co-Trustee of the Zewdie and Govani Family Living Trust, and Marlu Govani, Co-Trustee of the Zewdie and Govani Family Living Trust*, Case No. CL-2022-0013031 (Fx. Co. Cir. Ct.) (Mason District)
49. *Leslie B. Johnson, Fairfax County Zoning Administrator and Jay Riat, Building Official for Fairfax County, Virginia v. Akhtar Baig*, Case No. CL-2022-0015920 (Fx. Co. Cir. Ct.) (Mason District)
50. *Jay Riat, Building Official for Fairfax County, Virginia v. DAA Constructors, LLC*, Case No. GV22-004766 (Fx. Co. Gen. Dist. Ct.) (Mason District)
51. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Double Lee Corporation*, Case No. GV22-009998 (Fx. Co. Gen. Dist. Ct.) (Mason District)
52. *Jay Riat, Building Official for Fairfax County, Virginia v. Alberto Sandoval and Martha Sandoval*, Case No. GV22-010028 (Fx. Co. Gen. Dist. Ct.) (Mason District)
53. *Jay Riat, Building Official for Fairfax County, Virginia v. Tin H. Truong*, Case No. GV22-010184 (Fx. Co. Gen. Dist. Ct.) (Mason District)
54. *Jay Riat, Building Official for Fairfax County, Virginia v. Victoria H. Bak*, Case No. GV22-013191 (Fx. Co. Gen. Dist. Ct.) (Mason District)
55. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Josette K. Moore*, Case No. GV22-015098 (Fx. Co. Gen. Dist. Ct.) (Mason District)
56. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Konstantinos Kapasouris*, Case No. GV22-015831 (Fx. Co. Gen. Dist. Ct.) (Mason District)
57. *Jay Riat, Building Official for Fairfax County, Virginia v. Robert P. Beck*, Case No. GV22-016247 (Fx. Co. Gen. Dist. Ct.) (Mason District)
58. *Jay Riat, Building Official for Fairfax County, Virginia v. Edwin W. Espinoza Gonzales and Roxana Soto De Espinoza*, Case No. GV22-018457 (Fx. Co. Gen. Dist. Ct.) (Mason District)
59. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Manijeh Majilessi*, Case No. GV22-019063 (Fx. Co. Gen. Dist. Ct.) (Mason District)

60. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Shelia Ball*, Case No. GV22-016564 (Fx. Co. Gen. Dist. Ct.) (Mason District)
61. *Jay Riat, Building Official for Fairfax County, Virginia v. Milton J. Aguilar Serrano and Lily M. Aguilar Serrano*, Case No. GV22-019062 (Fx. Co. Gen. Dist. Ct.) (Mason District)
62. *Jay Riat, Building Official for Fairfax County, Virginia v. Jouhad Boutros Dagher*, Case No. GV22-019851 (Fx. Co. Gen. Dist. Ct.) (Mason District)
63. *Jay Riat, Building Official for Fairfax County, Virginia v. Pech Chenda-Nak, Pechseda Nak, Erik Bruner-Yang, Polin Ang*, Case No. GV22-020707 (Fx. Co. Gen. Dist. Ct.) (Mason District)
64. *Jay Riat, Building Official for Fairfax County, Virginia v. Fahad Razzaq and Ruth Elizabeth Razzaq*, Case No. CL-2022-0001287 (Fx. Co. Cir. Ct.) (Mount Vernon District)
65. *Leslie B. Johnson, Fairfax County Zoning Administrator and Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Charlotte A. Brunner*, Case No. CL-2022-0007309 (Fx. Co. Cir. Ct.) (Mount Vernon District)
66. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Keith K. Myers*, Case No. CL-2022-0008814 (Fx. Co. Cir. Ct.) (Mount Vernon District)
67. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Branden Beasley*, Case No. CL-2022-0016034 (Fx. Co. Cir. Ct.) (Mount Vernon District)
68. *Jay Riat, Building Official for Fairfax County, Virginia v. Abdul Nasser Ahmadi*, Case No. GV22-009806 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
69. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Charles Randall Gentry*, Case No. GV22-010642 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
70. *Jay Riat, Building Official for Fairfax County, Virginia v. S.G. Properties LLC and Lorton Stone, LLC*, Case No. GV22-013910 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
71. *Jay Riat, Building Official for Fairfax County, Virginia v. Kings Crossing Shops LLC*, Case No. GV22-014684 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
72. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Manfredo Jordan and Caesar Jordan, aka Caesar Jordan Ortiz*, Case No. GV22-018446 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

73. *Jay Riat, Building Official for Fairfax County, Virginia v. Richard T. Downey, Trustee of the Richard T. Downey Trust*, Case No. GV22-019725 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
74. *Jay Riat, Building Official for Fairfax County, Virginia v. B9 Sequoia Fullerton Owner, LLC*, Case No. GV22-019262 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
75. *Jay Riat, Building Official for Fairfax County, Virginia v. Ajen Homes Designers and Builders, LLC, Ramon Blas-Espinoza, and Coralyth Blas*, Case No. CL-2022-0008529 (Fx. Co. Cir. Ct.) (Providence District)
76. *Jay Riat, Building Official for Fairfax County, Virginia v. Tensen N. Khato and Nyima Y. Khato*, Case No. GV22-019069 (Fx. Co. Gen. Dist. Ct.) (Providence District)
77. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Martin H. Heisrath*, Case No. GV22-019722 (Fx. Co. Gen. Dist. Ct.) (Providence District)
78. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Aurora Antonieta Rodas Vasquez and Brittany Kay Rodas Vasquez*, Case No. CL-2022-0013030 (Fx. Co. Cir. Ct.) (Springfield District)
79. *Jay Riat, Building Official for Fairfax County, Virginia v. Maysa K. Moulhem*, Case No. GV22-015396 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
80. *Jay Riat, Building Official for Fairfax County, Virginia v. Alejandro Bilbao La Vieja Ruiz and Nataly Mautino Taborga*, Case No. GV22-014685 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
81. *Jay Riat, Building Official for Fairfax County, Virginia v. Carlos M. Banegas*, Case No. GV22-017980 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
82. *Jay Riat, Building Official for Fairfax County, Virginia v. V. Javier J. Guinand and Grace H. Guinand*, Case No. GV22-019065 (Fx. Co. Gen. Dist. Ct.) (Sully District)
83. *Jay Riat, Building Official for Fairfax County, Virginia v. Byong Kang and Susan Kang*, Case No. GV22-019236 (Fx. Co. Gen. Dist. Ct.) (Sully District)
84. *Leslie B. Johnson, Fairfax County Zoning Administrator v. G. Thomas Pendleton and Diana G. Pendleton*, Case No. GV22-020705 (Fx. Co. Gen. Dist. Ct.) (Sully District)

Board Agenda Item
January 24, 2023

3:30 p.m.

Annual Meeting of the Fairfax County Solid Waste Authority

ISSUE:

Fairfax County Solid Waste Authority Annual Meeting.

RECOMMENDATION:

The County Executive recommends that the Fairfax County Solid Waste Authority hold its annual meeting in accordance with the Bylaws for the Authority; appoint officers; approve the minutes of the last annual meeting on January 25, 2022; and review the financial statements.

TIMING:

Board action is requested on January 24, 2023. The Bylaws of the Fairfax County Solid Waste Authority require the annual meeting to coincide with the time for the first regular meeting of the Board of Supervisors set in January.

BACKGROUND:

According to the Bylaws of the Fairfax County Solid Waste Authority, the regular annual meeting of the Authority shall coincide with the time for the first regular meeting of the Board of Supervisors set in January. The proposed agenda of the Authority meeting is included as Attachment 1. The Bylaws further require a review and approval of the minutes of the previous year's meetings (Attachment 2) and that officers of the authority be appointed to serve for a one-year term.

Fairfax County residents provide an annual waste amount up to 682,500 tons and the remaining waste processed at the Covanta Fairfax plant is merchant waste. Fairfax waste includes some waste from Prince William County, Ft. Belvoir and other entities outside Fairfax County.

In FY 2022, Fairfax County met all of its contractual obligations.

Additional financial information is contained in the Financial Statements (Attachment 3).

EQUITY IMPACT:

None.

Board Agenda Item
January 24, 2023

FISCAL IMPACT:
Minimal.

ENCLOSED DOCUMENTS:
Attachment 1 – Fairfax County Solid Waste Authority Meeting Agenda, January 24, 2023
Attachment 2 – Minutes of the January 25, 2022, Solid Waste Authority Annual Meeting
Attachment 3 – Financial Statements

STAFF:
Bryan J. Hill, County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

ASSIGNED COUNSEL:
Joanna Faust, Assistant County Attorney

MINUTES OF THE ANNUAL MEETING OF THE SOLID WASTE AUTHORITY

January 25, 2022

At the Annual Meeting of the Fairfax County Solid Waste Authority held in accordance with Article III, Section I of the bylaws, in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, January 25, 2022, at 3:15 p.m., there were present:

MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS:

Chairman Jeffrey C. McKay, presiding

Supervisor James R. Walkinshaw, Braddock District

Supervisor John W. Foust, Dranesville District

Supervisor Walter L. Alcorn, Hunter Mill District

Supervisor Penelope A. Gross, Mason District

Supervisor Daniel G. Storck, Mount Vernon District

Supervisor Rodney L. Lusk, Lee District

Supervisor Patrick S. Herrity, Springfield District

Supervisor Kathy L. Smith, Sully District

Supervisor Dalia A. Palchik, Providence District, was absent from the meeting.

Bryan Hill, County Executive; Authority Executive Director

Jill G. Cooper, Clerk for the Board of Supervisors; Authority Secretary

Christopher Pietsch, Director, Department of Finance; Treasurer

Elizabeth Teare, County Attorney; Authority Attorney

John Kellas, Deputy Director, Solid Waste Management Program Operations Division, Department of Public Works and Environmental Services (DPWES); Authority Representative

**Meeting Minutes
The Fairfax County Solid Waste Authority
January 25, 2022**

Supervisor Gross moved that the Board appoint the following officers and officials to the Fairfax County Solid Waste Authority:

OFFICERS

Jeffrey C. McKay Chairman, Fairfax County Board of Supervisors	Chairman
Penelope A. Gross Vice Chairman, Fairfax County Board of Supervisors	Vice Chairman
Jill G. Cooper Clerk to the Fairfax County Board of Supervisors	Secretary
Christopher Pietsch Director, Department of Finance	Treasurer
Elizabeth Teare County Attorney	Attorney
Bryan Hill County Executive	Executive Director
John Kellas Deputy Director, Solid Waste Management, Program Operations Division Department of Public Works and Environmental Services (DPWES)	Authority Representative

The motion was multiply seconded, and it carried by a vote of nine, with Supervisor Palchik being absent.

Supervisor Gross moved approval of the minutes from the January 26, 2021, meeting of the Fairfax County Solid Waste Authority. Chairman McKay seconded the motion and it carried by a vote of nine, with Supervisor Palchik being absent.

Supervisor Gross moved approval of the financial statements for the Authority. Chairman McKay seconded the motion and it carried by a vote of nine, with Supervisor Palchik being absent.

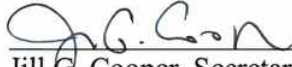
Supervisor Gross moved to adjourn the annual meeting of the Fairfax County Solid Waste Authority. Supervisor Foust seconded the motion and it carried by a vote of nine, with Supervisor Palchik being absent.

At 3:17 p.m., the annual meeting of the Fairfax County Solid Waste Authority was adjourned.

Meeting Minutes
The Fairfax County Solid Waste Authority
January 25, 2022

The foregoing minutes record the actions taken by the Fairfax County Solid Waste Authority at its meeting held on Tuesday, January 25, 2022, and reflects matters discussed by the Authority. Audio or video recordings of all proceedings are available in the Office of the Clerk for the Board of Supervisors of Fairfax County, Virginia.

Respectfully submitted,



Jill G. Cooper, Secretary
Solid Waste Authority

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Fiduciary Report

June 30, 2022 and 2021

FAIRFAX COUNTY SOLID WASTE AUTHORITY

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FAIRFAX COUNTY SOLID WASTE AUTHORITY

Notes to Fiduciary Report

June 30, 2022 and 2021

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Statements of Fiduciary Assets and Liabilities

June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Assets:		
Investments	\$ -	\$ -
	<u><u> </u></u>	<u><u> </u></u>
Liabilities:		
Liability under reimbursement agreement	\$ -	\$ -
	<u><u> </u></u>	<u><u> </u></u>

See accompanying notes to fiduciary report

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Notes to Fiduciary Report

June 30, 2022 and 2021

1. Organization

The Fairfax County Solid Waste Authority (the Authority) was formed by resolution of the Board of Supervisors of the County of Fairfax, Virginia (the County), on July 27, 1987. The Authority's board consists of the County's Board of Supervisors.

The Authority was formed for the purpose of constructing and overseeing the operations of a resource recovery facility (the Facility) in Lorton, Virginia, on a site that was purchased in July 2002 by the County from the United States. Prior thereto, legal title to the site was vested in the United States to the benefit of the District of Columbia; the site was leased by the District to the County, and the County assigned the leased site to the Authority. The Assignment of Site Lease to the Authority, dated as of February 1, 1988, has not been amended, terminated, rescinded, or revoked, and remains in full force and effect in accordance with its terms.

The construction of the Facility was partially financed by \$237,180,000 and \$14,900,000 of Series 1988A tax-exempt and Series 1988B taxable industrial revenue bonds, respectively, issued by the Fairfax County Economic Development Authority (EDA) during 1988. The Series 1988B Bonds were retired in February 1996. The Authority invested all bond proceeds through a trust account with a major bank. The Authority was responsible for making all investment decisions and authorizing all disbursements from the trust.

On February 1, 1988, an Installment Sales Agreement between the EDA and the Authority was executed whereby the Facility and the bond proceeds were sold to the Authority. Concurrent with this Installment Sales Agreement, the Authority entered into a Conditional Sale Agreement whereby the Facility, the bond proceeds and the Authority's leasehold interest in the site were sold to Covanta Fairfax, Inc. Under a related service agreement, between the Authority, Fairfax County and Covanta, Covanta designed, constructed, and operated the Facility. The Facility was completed and began commercial operations in June 1990. The County and the Authority had agreed to provide guaranteed minimum annual amounts of waste and annual tipping fees to the Facility. Under the terms of the Conditional Sale Agreement, debt service on the bonds was paid by Covanta through the Authority solely from solid waste system revenues generated by the Facility. The bonds were not general obligations of the Authority, the County, or the EDA.

During the fiscal year ended June 30, 1995, the EDA sold, at the request of the Authority for the benefit of the Facility, a call option on the Series 1988A Bonds to a financial institution for \$10,250,000. The option, which was exercised in November 1998, required the EDA to issue new bonds to the institution at certain agreed-upon interest rates. The proceeds of the new Series 1998A Resource Recovery Revenue Refunding Bonds together with certain proceeds remaining from the Series 1988A Bonds and certain other available funds were used to refund the remaining outstanding Series 1988A Bonds in February 1999. The final principal and interest payments on the Series 1998A Resource Recovery Revenue Refunding Bonds were made on February 1, 2011 and the full ownership of the facility reverted to Covanta Fairfax. The bank accounts held with the fiscal agent,

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Notes to Fiduciary Report

June 30, 2022 and 2021

US Bank, to service the debt payments and invest the debt service reserve were closed in FY2011. As a result, there were no fiduciary assets, obligations, or transactions to record or report in FY2021.

Board Agenda Item
January 24, 2023

3:30 p.m.

Public Hearing on RZ 2021-PR-00030 (Fairfax County School Board, A Body Corporate) to Rezone from R-2 to R-3 to Allow Building Additions and Site Improvements for Mosaic Elementary School and a Lot Width Waiver, at an Overall Floor Area Ratio (FAR) of 0.29, Located on Approximately 10.06 Acres of Land (Providence District)

This property is located at 9819 Five Oaks Rd., Fairfax, 22031. Tax Map 48-3 ((1)) 16.

PLANNING COMMISSION RECOMMENDATION:

On November 16, 2022, the Planning Commission voted 12-0 to recommend to the Board of Supervisors the following:

- Approval of RZ 2021-PR-00030, subject to the execution of proffered conditions consistent with those dated October 20, 2022; and
- Approval of a modification of the transitional screening requirements around the periphery of the property that is adjacent to existing residential uses to what is shown on the Generalized Development Plan.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)
Kimia Zolfagharian, Planner, DPD

Board Agenda Item
January 24, 2023

3:30 p.m.

Public Hearing on SE 2022-HM-00022 (Maria G. Jimenez) to Permit a Home Day Care Facility, Located on Approximately 5,699 Square Feet of Land (Hunter Mill District)

This property is located at 2233 Sanibel Dr., Reston, 20191. Tax Map 26-1 ((10)) (8) 39A.

PLANNING COMMISSION RECOMMENDATION:

On November 30, 2022, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval SE 2022-HM-00022, subject to the proposed development conditions dated November 9, 2022 with the following modification:

- Addition of language to Development Condition Number 13 to require the applicant to notify the County in the event that her state license lapses.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Brandon McCadden, Planner, DPD

Board Agenda Item
January 24, 2023

3:30 p.m.

Public Hearing to Consider an Ordinance Establishing a Property Classification and Tax Rate for Real Property Owned by Certain Surviving Spouses of Members of the Armed Forces who Died in the Line of Duty

ISSUE:

A public hearing to consider an ordinance establishing a property classification and tax rate for real property owned by certain surviving spouses of members of the armed forces who died in the line of duty. The proposed ordinance establishes a tax rate of \$0.01 per \$100 of assessed value, the lowest rate allowed by the legislation and makes this relief retroactive to January 1, 2022.

RECOMMENDATION:

The County Executive recommends that after holding a public hearing, the Board adopt the proposed ordinance establishing a property classification and tax rate for real property owned by certain surviving spouses of members of the armed forces who died in the line of duty.

TIMING:

On December 6, 2022, the Board authorized advertisement of a public hearing to be held on January 24, 2023, at 3:30 p.m.

BACKGROUND:

Pursuant to Virginia Code § 58.1-3228.2, localities, by ordinance, are authorized to declare real property owned by a surviving spouse of a member of the Armed Forces of the United States who died in the line of duty, with a line of duty determination from the U.S. Department of Defense (DOD), as a separate classification of real property. To be eligible, the surviving spouse must occupy the real property as their principal residence, they cannot remarry, and the late service member's death cannot be the result of criminal conduct. The separate class of real property may be taxed at a different rate than that imposed on the general class of property, but the tax rate must be greater than zero and cannot exceed the base tax rate. Additionally, this option does not permit a locality to alter in any way its valuation of the real property.

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FISCAL IMPACT:

Staff projects that enacting the proposed ordinance at the lowest possible tax rate of \$0.01 per \$100 in assessed value would cost approximately \$456,240 in recurring General Fund revenue loss. In addition, one-time expenses would be incurred to make required system modifications.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed Ordinance

STAFF:

Christina Jackson, Chief Financial Officer

Jaydeep "Jay" Doshi, Director, Department of Tax Administration (DTA)

Gregory A. Bruch, Director, Revenue Collection Division, DTA

Justin K. Nejad, Assistant Director, Personal Property Division, DTA

Timothy Tangen Jr., Management Analyst III, Revenue Collection Division, DTA

ASSIGNED COUNSEL:

Martin R. Desjardins, Assistant County Attorney

1 **AN ORDINANCE ADOPTING SECTION 4-10-6 TO CHAPTER 4 OF THE FAIRFAX**
2 **COUNTY CODE ESTABLISHING A PROPERTY CLASSIFICATION AND TAX RATE**
3 **FOR REAL PROPERTY OWNED BY CERTAIN SURVIVING SPOUSES OF**
4 **MEMBERS OF THE ARMED FORCES WHO DIED IN THE LINE OF DUTY**

5
6 **Draft of November 10, 2022**
7

8 **AN ORDINANCE** adopting Section 4-10-6 to Chapter 4 of the Fairfax
9 County Code establishing a property classification and tax rate for real
10 property owned by certain surviving spouses of members of the armed forces
11 who died in the line of duty, pursuant to Va. Code § 58.1-3228.2.
12

13 **Be it ordained by the Board of Supervisors of Fairfax County:**
14

15 **1. That Section 4-10-6 of the Fairfax County Code is adopted as follows:**
16

17 **Section 4-10-6. Classification and taxation of real property owned by certain surviving**
18 **spouses of members of the Armed forces who died in the line of duty.**
19

20 (a) For taxable years beginning on or after January 1, 2022, and subject to applicable limits on
21 refunds under Virginia law, any real property owned by a surviving spouse of a member of
22 the Armed Forces of the United States who died in the line of duty with a line of duty
23 determination from the U.S. Department of Defense, where (1) such death was not the result
24 of criminal conduct; and (2) the surviving spouse occupies the real property as his or her
25 principal place of residence and does not remarry, is a separate classification for local taxation
26 of real property.
27

28 (b) Property classified under this Section shall be taxed at the real property tax rate of \$0.01 per
29 \$100 of assessed value.
30

31 (c) Property owners seeking to have real property classified under this Section must submit an
32 application to the Director of the Department of Tax Administration ("Director").
33 Applications for classification must be made on forms provided by the Director.

34 (1) Each application must be accompanied by a sworn affidavit and written
35 documentation acceptable to the Director to show that the applicant and property
36 qualify for classification under this Section.

37 (2) The Director may request additional information or written documentation from any
38 applicant if the information and documents submitted with the application are
39 insufficient to render an eligibility determination.

40 (3) The Director will determine whether the applicant and property identified in the
41 application qualify for classification under this Section, and the date of
42 reclassification.

43 (4) The Director will inform the applicant of the determination in writing.
44

- (d) If a property has been classified under this Section, the Director may request additional information or written documentation at any time to confirm the continued eligibility of the property owner and property.
- (e) After being granted a classification of property under this Section, applicants must inform the Director within 30 days of any change of circumstances that renders the property ineligible for classification under this Section due to the applicant or property no longer meeting the qualifications of Paragraph (a) above. Applicants must notify the Director in writing, which may include notification by email.
- (f) Certifications must be filed on a three-year cycle. Beginning in 2026, owners of properties classified under this Section must file a certification every three years attesting that no information contained in the original application has changed in a way that would disqualify the property from classification under this Section. Certifications must be filed on forms provided by the Director and must be submitted no later than May 1 of the year in which they are due. The Director may extend the deadline to file a certification to December 31 of the calendar year in which the certification was due if hardship conditions existed where the Director determines that, through no fault of the owner, the owner was prohibited from filing the certification by the May 1 due date. Failure to file a certification as specified in this paragraph will result in termination of the property's classification under this Section.
- (g) If at any time the Director determines a change in circumstances has occurred, including the applicant's failure to timely file a certification under Paragraph (f), the Director will reclassify the property as of the date the change rendered the property ineligible. The Director will notify the property owner in writing of the change in classification and the date upon which the new classification went into effect.
- (h) After receiving a notice under Paragraph (g), property owners may reapply under Paragraph (c) to seek restoration of classification if they believe the property was improperly reclassified.
- (i) Any reduction or increase in tax imposed because of property reclassification under this Section shall be levied, administered, enforced, collected, and corrected in the same manner as set forth in Subtitle III of Title 58.1 of the Virginia Code, for the levy, administration, enforcement, collection, and correction of local taxes.

2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity shall not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That this Ordinance is effective upon adoption.

GIVEN under my hand this ____ day of _____, 2023

Jill G. Cooper
Clerk for the Board of Supervisors
Department of Clerk Services

Board Agenda Item
January 24, 2023

3:30 p.m.

Public Hearing on Proposed Amendments to Fairfax County Code Section 84.1-8-3,
Vehicle Requirements

ISSUE:

Public hearing on proposed amendments to Fairfax County Code Section 84.1-8-3,
Vehicle Requirements.

RECOMMENDATION:

The County Executive recommends approval of the proposed amendments to Fairfax
County Code Section 84.1-8-~~6-3~~3, Vehicle Requirements.

TIMING:

On December 6, 2022, the Board authorized advertisement of a public hearing on
January 24, 2023, at 3:30 p.m. on proposed amendments to Fairfax County Code
Section 84.1-8-3, Vehicle Requirements. If adopted, the amendments would be
effective January 25, 2023.

BACKGROUND:

On October 11, 2022, staff received a request from Old Dominion Transportation Group,
Inc. (ODTG) regarding proposed amendments to the taxicab vehicle requirements. It is
also important to note that on September 1, 2022, White Top Cab shut down operations
in Fairfax County and returned their 20 taxicab certificates. ODTG now operates the
remaining County taxicab fleet of 130 vehicles.

ODTG specifically asked for changes to the model-year age of the taxicab vehicle and
the mileage requirement. Fairfax County Code Section 84.1-8-3(b) currently provides:

*It shall be unlawful to operate as a taxicab vehicle in the County any vehicle that
has a model-year age greater than ten years or that has more than 500,000
miles, whichever occurs first. Vehicle age shall be calculated as if the vehicle
was placed into service on December 31st of the vehicle year as shown on its
Virginia motor vehicle registration.*

ODTG currently has 25 vehicles that will “age out” as of December 31, 2022. Of the 25
vehicles, 19 are company-owned and six are privately (driver)-owned. ODTG has 112
of their 130 vehicles active which will allow them to temporarily offset some of the

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vehicles that will “age out”. Additionally, staff is working with ODTG to allow the drivers of the six privately-owned vehicles to use company-owned vehicles without a lease fee from January 1, 2023, through January 24, 2023, should the Board approve the proposed amendments, to be effective January 25, 2023.

ODTG is requesting that model-year age be increased from 10 years to 12 or 15 years and that the mileage requirement be eliminated. ODTG cites the continued struggle with the effects of the pandemic as well as competition from the transportation network companies (TNCs). ODTG also references the different requirements of other surrounding jurisdictions. ODTG believes that it can continue to provide safe, comfortable transportation for their passengers if this request is approved.

Staff reviewed the surrounding jurisdictions and found that many allow for an older model-year age than Fairfax County, as shown in Table 1.

Table 1: Comparison of Taxicab Vehicle Requirements in Local Jurisdictions

Jurisdiction	Model-Year Age	Mileage
Fairfax County Current	10 years for all vehicles	Less than 500,000 miles
Fairfax County Proposal	<i>12 years for gasoline-only powered non-wheelchair accessible vehicles</i> <i>15 years for hybrid, plug-in hybrid, electric, and wheelchair accessible vehicles</i>	<i>None</i> <i>None</i>
Arlington County	12 years for gas vehicles 15 years for WAC 15 years for alternate fuel vehicles	None None None
City of Alexandria	10 years for gas vehicles 12 years for hybrid/alternate fuel <i>Considering the following:</i> <i>12 years for gas vehicles</i> <i>15 years for hybrid/alternate fuel</i>	None None <i>None</i> <i>None</i>
Prince William County	None	None
Montgomery County, MD	10 years for all vehicles	None
Washington, DC	8 years for all vehicles (with option to extend to 10)	275,000
Uber	15 years for all vehicles (VA)	None
Lyft	2006 or newer (Fairfax County)	None

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ODTG also asked County staff to consider the disruption in the markets for new and used vehicles. Both companies and drivers are experiencing great difficulty in replacing vehicles at this time. ODTG provided the estimated vehicle replacement costs noted in Table 2 and their current inventory is comprised of 109 gas vehicles and 21 hybrid vehicles.

Table 2: Taxicab Vehicle Replacement Cost*

Vehicle	New	Used
Vehicle (Gas)	\$31,000	\$20,000
Vehicle (Hybrid)	\$35,000	\$25,000-\$30,000
Vehicle (WAC)	\$62,000	N/A
Outfitting Vehicle (dressing, meter, paint, etc.)	\$1,000-\$2,000	\$1,000-\$2,000
*As reported by ODTG for Ford Fusion and Toyota Camry/Prius.		

Fairfax County Code Section 84.1-7-1(d) provides:

Certificate holders will comply with minimum fuel economy standards. Each certificate holder will ensure that 60 percent or more of the gasoline-fueled taxicabs added to its fleet each year has a minimum Environmental Protection Agency combined city/highway fuel economy rating of 25 miles per gallon. This fuel economy requirement does not apply to wheelchair accessible taxicabs.

After considering the above requirements and the practices of surrounding jurisdictions, staff recommends a two-tier approach to model-year age requirements. Staff proposes that the 10-year model-age requirement be increased to 12 years for gasoline-only powered non-wheelchair accessible vehicles and 15 years for hybrid, plug-in hybrid, electric, and wheelchair accessible vehicles. This proposal provides an incentive for the operators to replace their fleet with non-gasoline powered vehicles. Staff also recommends that the mileage requirement for all vehicles be eliminated.

Fairfax County Code Section 84.1-8-4(c) provides:

...Taxicabs with a vehicle age of six or fewer model years will be inspected by the Taxicab inspector annually, with the inspection to occur six months from the month shown on the Virginia Motor Vehicle Safety Inspection decal affixed to the vehicle. Taxicabs with a vehicle age of seven or more model years will be inspected on a semi-annual basis by the Taxicab Inspector at intervals of no longer than six months.

Given that vehicles over seven years of age are already inspected twice by the County and once by Virginia, staff believes these inspections are sufficient in lieu of maintaining a mileage requirement.

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Staff's recommendation for the 12-year and 15-year model-age allowances with no mileage requirement, balances the challenges of the taxicab operators, considers the practice of local jurisdictions, ensures the safety of the riding public, and helps the environment.

EQUITY IMPACT:

This action supports a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health, a One Fairfax Policy Area of Focus.

The on-demand availability of safe and reliable taxicab services supports the *County's Strategic Outcome Area: Mobility and Transportation* and is important to the public well-being, especially for those consumers unable to use public transportation and who rely on taxicab service for their basic transportation needs. In Fairfax County, 4.4 percent of the 398,653 households have no vehicle available.¹ In 2020, taxicabs provided service to over 327,000 passengers including 2,769 wheelchair accessible trips.

The retention of taxicab drivers is also vital in maintaining transportation for approximately 90 students with disabilities and special needs to and from school. Taxicab drivers also provide transportation services through the TOPS – Transportation Options, Programs & Services program which provides subsidized transportation funds for eligible participants who live in Fairfax County, the City of Fairfax, and the City of Falls Church. This program serves approximately 1,400 eligible residents and supports the *County's Strategic Outcome Area: Empowerment and Supporting Residents Facing Vulnerability* by using the existing taxicab framework to cross-collaborate with County and School efforts to provide residents with transportation services, enabling them to travel affordably, safely, and independently.

The proposed amendments to taxicab vehicle requirements will continue to provide relief which may also help retain current drivers and recruit new drivers, supporting the *County's Strategic Outcome Area: Economic Opportunity*.

The proposed amendments to taxicab vehicle requirements, specifically incentivizing the replacement of gasoline-fueled vehicles with alternate-fueled vehicles supports the *County's Strategic Outcome Area: Environment*. Encouraging a taxicab fleet to have more alternate-fueled vehicles will help reduce greenhouse gas emissions in Fairfax County.

¹ United States Census Bureau: [Census - Table Results](#)

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FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1 – Fairfax County Code Section 84.1-8-3 – Strike Through

Attachment 2 – Fairfax County Code Section 84.1-8-3 – Clean

STAFF:

Ellicia Seard-McCormick, Deputy County Executive

Rebecca L. Makely, Director, Department of Cable and Consumer Services

ASSIGNED COUNSEL:

John W. Burton, Assistant County Attorney

**AN ORDINANCE AMENDING
CHAPTER 84.1 OF THE FAIRFAX COUNTY CODE, RELATING TO
PUBLIC TRANSPORTATION**

Draft of November 10, 2022

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Fairfax County Code Section 84.1-8-3 relating to taxicab vehicle requirements.

Be it ordained by the Board of Supervisors of Fairfax County:

1. That Section 84.1-8-3 of the Fairfax County Code is amended and readopted as follows:

Section 84.1-8-3. – Vehicle Requirements.

(a) Any vehicle authorized to transport passengers under this Chapter will be a taxicab. Every taxicab will be titled and registered as a for-hire vehicle in Virginia and will display Virginia taxi license plates, valid registration decals on the license plates, and a valid Virginia safety inspection sticker issued by a certified Virginia state safety inspection facility.

(b) It shall be unlawful to operate as a taxicab in the County any vehicle that has a model-year age greater than ~~ten~~ (i) twelve (12) years for gasoline-only powered non-wheelchair accessible vehicles or (ii) fifteen (15) years for hybrid, plug-in hybrid, electric and wheelchair accessible vehicles. ~~that has more than 500,000 miles, whichever occurs first.~~ Vehicle age shall be calculated as if the vehicle was placed into service on December 31st of the vehicle year as shown on its Virginia motor vehicle registration.

(c) Every taxicab will be equipped with at least two doors for the entrance and exit of passengers, in addition to the front door located on the driver's side. All passenger doors will be so constructed that they will remain securely fastened during normal operation but may be easily opened by a passenger upon entering or exiting the vehicle or in an emergency.

(d) No taxicab will be operated with unsafe tires. Every taxicab will be equipped with tires whose condition and tread depth comply with the requirements specified in the Virginia Motor Vehicle Safety Inspection Rules and Regulations. Every taxicab will be equipped with a usable spare tire or the tire repair kit identified in the vehicle owner's manual.

(e) All taxicab windows must be intact, reasonably clean and be able to be opened and closed as intended by the manufacturer. No taxicab will be operated with a windshield that contains cracks or chips that could interfere with the driver's vision. The taxicab will be equipped with adequate windshield wipers maintained in good operating condition.

(f) Every taxicab will be equipped with headlights that are operable on both high and low beam and with operable brake or rear lights, signal lights, a rear license plate light, and interior lights. All exterior lights must be fitted with the appropriate type and color of lenses and bulbs.

(g) Every taxicab will be equipped with a properly installed speedometer and odometer, maintained in working order, and exposed to view. If a taxicab is found to have a defective speedometer or odometer, then the taxicab will not be operated until the speedometer or odometer is repaired. The certificate holder will provide to the Director, within 15 calendar days of the odometer replacement, the date of change, old odometer reading, reading on replacement odometer at the time of installation, and taxicab number.

(h) The upholstery covering the interior lining of every taxicab will be of a washable material and not torn, ripped or improperly repaired. No floor mat will be permitted in any taxicab, unless it will be made of a washable material and easily removable, except that such floor covering material may be cemented in place on the floor of a taxicab when the whole area of the floor is covered.

(i) Every taxicab will be so maintained as to provide for the safety of the public and for continuous and satisfactory operation, and to reduce to a minimum, noise and vibration caused by operation. All factory-installed safety equipment, including seat belts, mirrors and horn, will be in good working condition at all times.

(j) Every taxicab will have rooftop lights mounted on the top of the taxicab in the forward portion thereof, unless otherwise authorized by the Director. The dome light is to be of such a design as to identify the vehicle as a taxicab. Drivers, when holding forth their cab for hire, will have the cruising light on from sunset to sunrise. Each taxicab will also be equipped with two marker lights on either side of the dome light. The marker lights will be connected to, and operated by, the meter such that when the meter is on, these lights are off, and when the meter is off, these lights are on.

(k) The exterior of each taxicab will display the name of the taxicab company in letters not less than three inches in height. The taxicab number will be permanently painted or otherwise permanently affixed to each of the two front quarter panels of the taxicab and to the right and left side of the rear window in lettering of no less than three inches in height. If a vehicle is taken out of service as a taxicab on a permanent basis, the certificate holder will, within 72 hours, remove the taxicab markings along with all other indications of the vehicle's use as a taxicab.

(l) Every wheelchair accessible taxicab will be plainly marked with a reflective six-inch by six-inch blue with white markings international wheelchair symbol on each side of the vehicle and on the rear of the vehicle. All wheelchair symbols will be above door handle height.

(m) Every taxicab will be equipped with heating and air conditioning to be maintained in good working condition at all times.

(n) No taxicab will be equipped in such a way as to shield the occupants or driver from observation from outside the vehicle.

(o) Every taxicab interior will be kept in a clean and sanitary condition and be free of foreign matter, litter and offensive odors. A taxicab exterior will be painted, contain no significant unrepaired dents or other body damage, and be kept as clean as is reasonable considering existing weather conditions. A certificate holder will be given reasonable time in which to clean a taxicab upon direction of the Taxicab Inspector.

2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity shall not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That the provisions of this ordinance shall take effect upon adoption.

GIVEN under my hand this _____ day of January, 2023.

Jill G. Cooper
Clerk for the Board of Supervisors

**AN ORDINANCE AMENDING
CHAPTER 84.1 OF THE FAIRFAX COUNTY CODE, RELATING TO
PUBLIC TRANSPORTATION**

Draft of November 10, 2022

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Fairfax County Code Section 84.1-8-3 relating to taxicab vehicle requirements.

Be it ordained by the Board of Supervisors of Fairfax County:

1. That Section 84.1-8-3 of the Fairfax County Code is amended and readopted as follows:

Section 84.1-8-3. – Vehicle Requirements.

(a) Any vehicle authorized to transport passengers under this Chapter will be a taxicab. Every taxicab will be titled and registered as a for-hire vehicle in Virginia and will display Virginia taxi license plates, valid registration decals on the license plates, and a valid Virginia safety inspection sticker issued by a certified Virginia state safety inspection facility.

(b) It shall be unlawful to operate as a taxicab in the County any vehicle that has a model-year age greater than (i) twelve (12) years for gasoline-only powered non-wheelchair accessible vehicles or (ii) fifteen (15) years for hybrid, plug-in hybrid, electric and wheelchair accessible vehicles. Vehicle age shall be calculated as if the vehicle was placed into service on December 31st of the vehicle year as shown on its Virginia motor vehicle registration.

(c) Every taxicab will be equipped with at least two doors for the entrance and exit of passengers, in addition to the front door located on the driver's side. All passenger doors will be so constructed that they will remain securely fastened during normal operation but may be easily opened by a passenger upon entering or exiting the vehicle or in an emergency.

(d) No taxicab will be operated with unsafe tires. Every taxicab will be equipped with tires whose condition and tread depth comply with the requirements specified in the Virginia Motor Vehicle Safety Inspection Rules and Regulations. Every taxicab will be equipped with a usable spare tire or the tire repair kit identified in the vehicle owner's manual.

(e) All taxicab windows must be intact, reasonably clean and be able to be opened and closed as intended by the manufacturer. No taxicab will be operated with a windshield that contains cracks or chips that could interfere with the driver's vision. The taxicab will be equipped with adequate windshield wipers maintained in good operating condition.

(f) Every taxicab will be equipped with headlights that are operable on both high and low beam and with operable brake or rear lights, signal lights, a rear license plate light, and interior lights. All exterior lights must be fitted with the appropriate type and color of lenses and bulbs.

(g) Every taxicab will be equipped with a properly installed speedometer and odometer, maintained in working order, and exposed to view. If a taxicab is found to have a defective speedometer or odometer, then the taxicab will not be operated until the speedometer or odometer is repaired. The certificate holder will provide to the Director, within 15 calendar days of the odometer replacement, the date of change, old odometer reading, reading on replacement odometer at the time of installation, and taxicab number.

(h) The upholstery covering the interior lining of every taxicab will be of a washable material and not torn, ripped or improperly repaired. No floor mat will be permitted in any taxicab, unless it will be made of a washable material and easily removable, except that such floor covering material may be cemented in place on the floor of a taxicab when the whole area of the floor is covered.

(i) Every taxicab will be so maintained as to provide for the safety of the public and for continuous and satisfactory operation, and to reduce to a minimum, noise and vibration caused by operation. All factory-installed safety equipment, including seat belts, mirrors and horn, will be in good working condition at all times.

(j) Every taxicab will have rooftop lights mounted on the top of the taxicab in the forward portion thereof, unless otherwise authorized by the Director. The dome light is to be of such a design as to identify the vehicle as a taxicab. Drivers, when holding forth their cab for hire, will have the cruising light on from sunset to sunrise. Each taxicab will also be equipped with two marker lights on either side of the dome light. The marker lights will be connected to, and operated by, the meter such that when the meter is on, these lights are off, and when the meter is off, these lights are on.

(k) The exterior of each taxicab will display the name of the taxicab company in letters not less than three inches in height. The taxicab number will be permanently painted or otherwise permanently affixed to each of the two front quarter panels of the taxicab and to the right and left side of the rear window in lettering of no less than three inches in height. If a vehicle is taken out of service as a taxicab on a permanent basis, the certificate holder will, within 72 hours, remove the taxicab markings along with all other indications of the vehicle's use as a taxicab.

(l) Every wheelchair accessible taxicab will be plainly marked with a reflective six-inch by six-inch blue with white markings international wheelchair symbol on each side of the vehicle and on the rear of the vehicle. All wheelchair symbols will be above door handle height.

(m) Every taxicab will be equipped with heating and air conditioning to be maintained in good working condition at all times.

(n) No taxicab will be equipped in such a way as to shield the occupants or driver from observation from outside the vehicle.

(o) Every taxicab interior will be kept in a clean and sanitary condition and be free of foreign matter, litter and offensive odors. A taxicab exterior will be painted, contain no significant unrepaired dents or other body damage, and be kept as clean as is reasonable considering existing weather conditions. A certificate holder will be given reasonable time in which to clean a taxicab upon direction of the Taxicab Inspector.

2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity shall not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That the provisions of this ordinance shall take effect upon adoption.

GIVEN under my hand this ____ day of January, 2023.

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
January 24, 2023

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2022-IV-MV1 Beacon of Groveton,
Located at the Northwest Quadrant of the Intersection of Richmond Highway and
Groveton Street (Franconia District)

ISSUE:

Plan Amendment (PA) 2022-IV-MV1 [PLUS PA-2022-00001] considers an amendment to Land Unit D of the Beacon/Groveton Community Business Center section of the Comprehensive Plan for Tax Map Parcel 93-1 ((1)) 98A. The property is currently planned for up to 70,000 square feet of nonresidential uses or a public park and is developed with an interim park. The amendment considers an up to 70,000 square foot affordable, independent living facility with alternative, community-serving ground floor uses as an alternative to the planned nonresidential uses.

PLANNING COMMISSION RECOMMENDATION:

On December 8, 2022, the Planning Commission voted 11-0 (Commissioner Clarke was absent from the meeting) to recommend that the Board of Supervisors adopt the staff recommendation presented on pages 11-12 of the staff report for PA 2022-IV-MV1, dated November 17, 2022. The recommendation adds a second option for a 100 percent affordable, independent living facility with alternative ground floor nonresidential uses.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Planning Commission public hearing – December 8, 2022
Board of Supervisors' public hearing – January 24, 2023

BACKGROUND:

On January 25, 2022, the Board of Supervisors (Board) authorized Plan Amendment (PA) 2022-IV-MV1 for Tax Map Parcel 93-1 ((1)) 98A located at 6858 Richmond Highway, Alexandria, 22306. The subject property is approved for office and retail uses, but these have not been constructed. The interim park space was constructed

with the adjacent Beacon of Groveton apartments located to the north and west of the subject area.

The proposed Plan amendment addresses an important housing need in the county for low and moderate-income older adults. The proposed change in use to independent living, multifamily residential use would be the same maximum intensity as the adopted Plan with a moderate increase in planned building height. The Richmond Highway Corridor Area areawide guidance includes detailed recommendations for future transportation improvements, park and recreation needs, affordable housing, environmental concerns, urban design and other topics that the proposed Plan amendment should address. Staff supports adoption of the proposed Plan amendment.

EQUITY IMPACT:

Adoption of this proposed Plan amendment would further the county's equity initiatives as detailed in its One Fairfax policy (2017), Communitywide Housing Strategic Plan (2018), Economic Success Strategic Plan (2019), Countywide Strategic Plan (2021), and other policies and plans. The Plan amendment would support One Fairfax policy initiative #2 "Housing policies that encourage all who want to live in Fairfax to be able to do so, and the provision of a full spectrum of housing opportunities across the county..."

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

The Planning Commission Meetings Video Archive is available online at:

[Planning Commission Meetings Video Archive - Fairfax County, Virginia](#)

The Staff Report dated November 17, 2022, has been previously furnished and is available online at:

<https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/beacon-of-groveton/2022-iv-mv1-staff-report.pdf>

STAFF:

Tracy Strunk, Director, Department of Planning and Development (DPD)

Leanna O'Donnell, Director, Planning Division (PD), DPD

Aaron Klibaner, Planner II, Policy & Plan Development Branch, PD, DPD

Board Agenda Item
January 24, 2023

4:00 p.m.

Public Hearing on a Proposed Plan Amendment (PA) 2022-III-FC2 for Affordable Housing on the Government Center Campus, at the Intersection of Government Center Parkway and Post Forest Drive (Braddock District)

ISSUE:

Plan Amendment 2022-III-FC2 [PLUS PA-2022-00004] considers a Comprehensive Plan amendment for Tax Map Parcels 56-1 ((15)) 14A and 14B. Parcels 14A and 14B are developed as a portion of the county's Government Center, including the main Government Center building, the Residences at Government Center (a 270-unit affordable housing community), surface parking, open space, and trails. The subject parcels are currently planned for office mixed-use and public facilities up to an overall 0.35 floor-area ratio (FAR). The amendment was authorized to consider increased intensity on Parcels 14A and 14B up to 0.4 FAR to support the development of affordable housing on the property. The proposed amendment, as recommended by staff, would provide guidance in support of affordable housing on Parcel 14B and modify the planned land unit boundaries, in which the subject parcels are located, to allow for utilization of existing planned development potential and effectively add development potential to the land unit. The planned intensity and land uses of the revised land unit would remain the same (public facilities and office mixed-use up to 0.35 FAR). This amendment also recommends site-specific guidance for the Government Center campus and additional editorial changes to nearby planned land unit recommendations to reflect current entitlements and existing conditions.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission public hearing was held on December 8, 2022, and the decision-only was deferred to January 11, 2023. On January 11, 2023, the Planning Commission voted 9-0-3 (Chairman Murphy, Commissioners Clarke and Shumate abstained from the vote) to recommend to the Board of Supervisors the adoption of staff's recommendation for PA 2022-III-FC2, with the modifications shown in the Planning Commission alternative handout dated January 9, 2023.

RECOMMENDATION:

The County Executive's recommendation will be forwarded following the Planning Commission decision, scheduled for January 11, 2023.

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TIMING:

Planning Commission public hearing – December 8, 2022 (Decision deferred to January 11, 2023)

Board of Supervisors' public hearing – January 24, 2023

BACKGROUND:

On April 12, 2022, the Board authorized PA 2022-III-FC2 for Tax Map Parcels 56-1 ((15)) 14A and 14B, a portion of the county's Government Center campus located at 12000 Government Center Parkway, Fairfax, VA and planned within Subunits B-2 and part of I-3 of the Fairfax Center Area. The plan amendment was intended to support additional affordable housing on the site; editorial updates to nearby Land Unit F and the remainder of Subunit I-3, which were historically planned with the Government Center campus for public facilities and office mixed use up to 0.35 FAR, were also authorized.

The proposed Plan amendment would address an important housing need for individuals earning up to 60 percent of the Area Median Income by facilitating multifamily development on Parcel 14B (Parking Lots G & H of the Government Center) by slightly increasing the permitted intensity. No change in use is proposed; office mixed use includes residential uses by definition. Existing Comprehensive Plan recommendations for the Fairfax Center Area, of which the subject parcels and land units are a part, include detailed guidance for future transportation improvements, park and recreation needs, affordable housing, environmental concerns, urban design and other topics.

The additional editorial updates consider separating the plan recommendations for Land Unit F and the remainder of Subunit I-3 from the subject parcels (14A and 14B). Land Unit F comprises the East Market development north of Interstate 66 near Fair Lakes. The portion of Subunit I-3, adjacent to the Government Center, contains townhouses and multifamily development.

Staff supports the adoption of the proposed Plan amendment, as described in the Issues section.

Parcel 14B was previously conveyed by the Board of Supervisors to the Fairfax County Housing and Redevelopment Authority (FCHRA) in January 2021 for potential development as affordable and/or workforce housing. FCHRA has partnered with LACM VA, LLC, an affiliate of Lincoln Avenue Capital Management, for this purpose. LACM VA, LLC's entitlement case is in process with Board action anticipated in February 2023.

EQUITY IMPACT:

Adoption of this proposed Plan amendment would further the county's equity initiatives as detailed in its One Fairfax policy (2017), Communitywide Housing Strategic Plan (2018), Economic Success Strategic Plan (2019), Countywide Strategic Plan (2021), and other policies and plans. The Plan amendment would support new affordable housing near Interstate 66 Express Bus transit service, the planned Orange Line Metrorail extension, government services and employment, the commercial centers of Fairfax Corner and Fair Oaks Mall, and natural areas and trails surrounding Difficult Run and its tributaries. Redevelopment resulting from this Plan amendment would be aligned with the One Fairfax areas of focus to promote "... the provision of a full spectrum of housing opportunities across the county, most notably those in mixed-use areas that are accessible to multiple modes of transportation;" and "a quality built and natural environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner that includes mixes of land use that protects existing stable neighborhoods and green spaces, supports sustainability, supports a high quality of life, and promotes employment opportunities, housing, amenities and services for all people."

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

The Planning Commission Meetings Video Archive is available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

The Staff Report dated November 10, 2022, has been previously furnished and is available online at:

<https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/Assets/documents/CompPlanAmend/affordable-housing-govt-center/2022-III-FC2-Staff-Report.pdf>

STAFF:

Tracy Strunk, Director, Department of Planning and Development (DPD)

Leanna O'Donnell, Director, Planning Division (PD), DPD

Ryan Stewart, Senior Planner, Policy & Plan Development Branch, PD, DPD

Board Agenda Item
January 24, 2023

4:00 p.m.

Public Hearing on a Proposed Zoning Ordinance Amendment to Chapter 112.1
Re: Minor and Editorial Revisions

ISSUE:

Following the adoption of the new Zoning Ordinance on March 23, 2021, which became effective on July 1, 2021, and the adoption of several minor and editorial revisions on February 22, 2022, a number of additional necessary revisions have been identified. The proposed changes correct typographical or editorial errors, resolve inconsistencies, address recent State Code amendments, establish a fee for a Special Event special permit, and provide for clarification of certain provisions.

RECOMMENDATION:

The Planning Commission held a public hearing on December 8, 2022, and voted to recommend to the Board adoption of the proposed Zoning Ordinance amendment, as set forth in the Staff Report dated November 1, 2022. The County Executive concurs with the Planning Commission recommendation.

TIMING:

The Board authorized advertisement of the public hearings for this amendment on November 1, 2022; the Planning Commission public hearing was held on December 8, 2022, at 7:30 p.m.; and the Board public hearing is scheduled for January 24, 2023, at 4:00 p.m.

BACKGROUND:

On March 23, 2021, the Board of Supervisors adopted a new Zoning Ordinance that took effect on July 1, 2021. Following that, an initial round of minor and editorial amendments was adopted on February 22, 2022. Since that time, based on staff use of the Zoning Ordinance and feedback from other users, staff has compiled a list of additional proposed changes, which are the subject of this proposed amendment.

The proposed amendment addresses three items on the Zoning Ordinance Work Program for Fiscal Year 2023: a) Item #3C – to consider reducing the fee for a special permit under subsection 4102.8.I(1) for a special event lasting longer than the 21-day maximum allowed by administrative permit; b) Item #11A – to review the Zoning Ordinance for consistency with the State Code changes relating to the housing of livestock as part of an agricultural operation; and c) Item #12A – for additional minor

and editorial corrections to the new Zoning Ordinance. Staff will continue to review the new Zoning Ordinance on an ongoing basis for future updates.

In addition to typographical and editorial revisions to correct references and grammatical errors, the amendment includes the following:

- Clarify the last sentence of subsection 3102.3.E(2)(b) to specify that it pertains to the fee for parking reductions which is found in Appendix Q of the County Code, not Section 8102.
- Consistent with the previous Zoning Ordinance, revise the accessory use for a Residence for Manager or Employee to allow the Board or BZA to approve more than one residence for a manager or employee for a nonresidential use in conjunction with the approval of another special exception or special permit use.
- Clarify that short-term lodging is not permitted on a lot with an accessory living unit, neither in the accessory living unit nor in the principal unit.
- Increase the maximum allowed footcandles (fc) for recreational tennis courts from 40 to 50 fc. The Park Authority recommends this change for consistency with the United States Tennis Association and the Illuminating Engineering Society of North America recommendation for up to 50 fc for recreational tennis courts. The Park Authority's athletic field lighting guidelines also recommend up to 50 fc.
- Establish a specific fee of \$4,090 [advertised range: \$910 - \$16,375] for a special permit application for a Special Event. A Special Event is a temporary, outdoor activity, such as a fair or festival. Special permit approval by the BZA is required when the event extends longer than the maximum of 21 days that can be approved by an administrative permit. Since a specific fee was not previously established, the general fee for a special permit of \$16,375 currently applies. The proposed application fee of \$4,090 recognizes the temporary nature of the use with no permanent structures and is 25% of the general fee. This fee accommodates the extensive coordination required with other agencies for these events, which are typically commercial and for-profit. In accordance with a motion by the Board of Supervisors on May 24, 2022, a separate report will be provided to evaluate the 21-day administrative permit process as well as longer-term interim uses.
- Revise the definition of a lot, consistent with long-standing interpretation, to state that it must be a contiguous parcel(s) of land.

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- The State Code was amended in 2022 to include the housing of livestock in the definition of an agricultural operation. Livestock, under the State Code, includes horses or ponies. Therefore, the Zoning Ordinance needs to be updated for consistency with the State Code. The amendment proposes changes to the definitions and standards for a Riding or Board Stable and a Limited Riding or Boarding Stable to acknowledge that where a total of at least seven acres are dedicated to the housing of horses or ponies, it is an Agricultural Operation. The definition and standards for an Agricultural Operation are also proposed to be revised to include the new State Code reference to the housing of livestock. Under the Zoning Ordinance, an Agricultural Operation requires a minimum of seven acres to be devoted to the agricultural activity.
- Revise the definitions for the Animal-Related Services use category and a Kennel, consistent with previous interpretations, to include recreation and exercise areas provided for a fee, such as a private dog park. This does not apply to public uses or accessory private amenities, such as an off-leash dog area provided for a multifamily building.

A more detailed discussion of these and other proposed changes is contained in the Staff Report (Attachment 2).

REGULATORY IMPACT:

The proposed amendment enhances existing regulations by correcting errors, resolving inconsistencies, clarifying certain Zoning Ordinance provisions, and establishing a fee for a special permit for a Special Event.

EQUITY IMPACT:

None.

FISCAL IMPACT:

The amendment includes the proposed reduction of the special permit application fee to extend the time for a Special Event. The current fee is \$16,375 and the proposed fee is \$4,090 (advertised range: \$910 to \$16,375). Based on staff experience, it is anticipated that the proposed fee will accommodate the staff time for review and coordination of these applications. Earlier this year, the Board reduced the fee for an application of this type to the proposed fee based on its similarity to the Board-approved COVID-related hospitality industry fee waivers. Including that instance, only three applications of this type have been received in the past five years. As a result, negligible revenue impacts are expected from the proposed fee reduction.

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ENCLOSED DOCUMENTS:

Attachment 1 – Planning Commission Action

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2022%20action%20items/pcaction120822proposedzoningordinanceamendmenttochapter1121reminoreditorialrevisions.pdf>

Attachment 2 – Staff Report

<https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/zoning%20ordinance/proposed%20amendments/code-amendments-staff-report.pdf>

STAFF:

Rachel Flynn, Deputy County Executive

Tracy Strunk, Director, Department of Planning and Development (DPD)

Leslie B. Johnson, Zoning Administrator, DPD

Carmen Bishop, Deputy Zoning Administrator, DPD

ASSIGNED COUNSEL:

Laura S. Gori, Senior Assistant County Attorney

Board Agenda Item
January 24, 2023

4:00 p.m.

Public Hearing on Proposed County Code Amendments Re: County Code Amendments for Consistency with New Chapter 112.1

ISSUE:

Following the adoption of the new Zoning Ordinance on March 23, 2021, which became effective on July 1, 2021, a number of necessary revisions to the County Code have been identified. The proposed amendment will update the County Code to reflect the new Zoning Ordinance as Chapter 112.1. In so doing, references to Chapter 112 will change to Chapter 112.1 and references to sections from the previous zoning ordinance will be updated. In the affected provisions, other minor editorial revisions (e.g., replacing “shall”) are included as well. Finally, after consulting with the Department of Tax Administration (DTA) Chapter 27 of the County Code, Establishments Permitting Dancing, is proposed to be repealed, as dance halls are no longer a use in the new Zoning Ordinance.

RECOMMENDATION:

The Planning Commission held a public hearing on December 8, 2022, and voted to recommend to the Board of Supervisors (the Board) adoption of the proposed County Code amendments, as set forth in the Staff Report dated November 1, 2022. The County Executive concurs with the Planning Commission recommendation.

TIMING:

The Board authorized advertisement of the public hearings on November 1, 2022; the Planning Commission public hearing was held on December 8, 2022, at 7:30 p.m.; and the Board public hearing is scheduled for January 24, 2023, at 4:00 p.m.

BACKGROUND:

On March 23, 2021, the Board of Supervisors adopted a new Zoning Ordinance that took effect on July 1, 2021. Since that time, staff has compiled a list of changes to the County Code that are needed to resolve inconsistencies between new Chapter 112.1 and other chapters of the County Code. Those changes are the subject of this proposed amendment.

The amendment includes the following changes to the County Code:

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- Replaces references to Chapter 112 with Chapter 112.1, which is the new Zoning Ordinance chapter in the County Code.
- Removes references to the R-P District in Chapters 101 – Subdivision Provisions, 114 – Local Agricultural and Forestal Districts of Statewide Significance, 115 – Local Agricultural and Forestal Districts, and 122 – Tree Conservation Ordinance. The R-P District has been removed from the Zoning Ordinance.
- Updates use names and other terms referenced in the Code to correspond with the applicable terms in the new Zoning Ordinance. For example, references to “mobile home” are replaced with “manufactured home” and references to “yards” are replaced with “setbacks”. These updates are made in Chapter 30 – Minimum Private School and Child Care Facility Standards, Chapter 101 – Subdivision Provisions, and Chapter 118 – Chesapeake Bay Preservation Ordinance.
- Updates references to provisions from the previous Zoning Ordinance, found in various chapters of the County Code, to the applicable provisions in the new Zoning Ordinance.
- In consultation with DTA, the amendment repeals Chapter 27, Establishments Permitting Dancing, as a dance hall is no longer a use in the new Zoning Ordinance. The use of dance hall was replaced with a new use, Public Entertainment, which requires approval by the Board, either by special exception in the C-5 through C-8 and I-2 through I-6 Districts or in certain planned districts if shown on an approved development plan or if approved by special exception. Accessory entertainment is also allowed in conjunction with a restaurant if it meets the applicable use standards. DTA has indicated that, between FY 2018 and FY 2022, the revenue collections from the Dance Hall License fee ranged from \$2,060 to \$3,590.

A more detailed discussion of these proposed changes is contained in the Staff Report (Attachment 2).

REGULATORY IMPACT:

The proposed amendment enhances existing regulations by resolving inconsistencies and making editorial revisions.

EQUITY IMPACT:

None.

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FISCAL IMPACT:

The proposed amendment to repeal Chapter 27, Establishments Permitting Dancing, would eliminate the \$100 annual license fee associated with dance halls. Revenues over the past five years from this license fee have averaged approximately \$2,800. As a result, negligible revenue impacts are expected with the repeal of Chapter 27.

ENCLOSED DOCUMENTS:

Attachment 1 - Planning Commission Action

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2022%20action%20items/pcaction120822proposedcountycodeamendmentsregardingcountycodeamendmentsforconsistencywithnewchapter1121.pdf>

Attachment 2 - Staff Report

<https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/zoning%20ordinance/proposed%20amendments/code-amendments-staff-report.pdf>

STAFF:

Rachel Flynn, Deputy County Executive

Tracy Strunk, Director, Department of Planning and Development (DPD)

Leslie Johnson, Zoning Administrator, DPD

Carmen Bishop, Deputy Zoning Administrator, DPD

Jennan Qato, Planner, DPD

ASSIGNED COUNSEL:

Laura Gori, Senior Assistant County Attorney

Daniel Robinson, Senior Assistant County Attorney

Board Agenda Item
January 24, 2023

4:30 p.m.

Public Hearing to Consider Amendments to the Code of the County of Fairfax, Virginia - Chapter 3 (County Employees), Article 1 (Personnel Administration), Sections 3-1-1 (Purposes of Article; Definitions) and 3-1-2 (County Service and Divisions Thereof), and Article 5 (Financial Disclosures), Section 3-5-2.1 (Disclosures of Financial Interest)

ISSUE:

Public hearing to consider amendments to *The Code of the County of Fairfax*, Chapter 3, Article 1, Sections 3-1-1 and 3-1-2, and Article 5, Section 3-5-2.1.

RECOMMENDATION:

The County Executive recommends that the Board hold the Public Hearing of the proposed County Code amendments.

TIMING:

On December 6, 2022, the Board authorized advertisement of a Public Hearing to take place on January 24, 2023, at 4:30 p.m. The Public Hearing is to consider the proposed amendments to Fairfax County Code Sections 3-1-1, 3-1-2, and 3-5-2.1. The amendment to Fairfax County Code 3-1-1 will be retroactive to July 1, 2022. The amendments to Section 3-1-2 and 3-5-2.1 will be effective upon adoption.

BACKGROUND:

During the 2022 session of the Virginia General Assembly, HB1063 was passed, signed by the Governor, and took effect July 1, 2022. HB1063 amended Va. Code § 15.2-1500.1, which prohibits employment discrimination by local governments against protected classes, by adding a definition of “religion” to include “any outward expression of religious faith, including adherence to religious dressing and grooming practices and the carrying or display of religious items or symbols”. As a result, Fairfax County Code § 3-1-1, Purposes of article; definitions, is being amended to include the definition of religion in Va. Code § 15.2-1500.1 which will be applicable to Fairfax County Code § 3-1-21(d) which prohibits discrimination against employees or applicants for employment based on protected classes, including religion.

Fairfax County Code § 3-1-2, County Service and divisions thereof, is being amended by removing “Assistant County Executive” from subsection (b)(1) as the position no longer exists as of September 23, 2022, and to correct a typographical error in subsection (b)(4).

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Amendments to the County's Classification and Compensation Plans, including the implementation of Pay Plans A (Appointed) and M (Management), were approved by the Board of Supervisors on December 6, 2022. Based on these amendments, certain employees that were previously required to file financial disclosures based on their paygrade would be removed from the ordinance requirements if it is not revised. The proposed ordinance amendment adds positions classified at or above paygrades A-01 and M-01 to Section 3-5-2.1 of The Code of the County of Fairfax, Virginia. The financial disclosure requirements were last substantively amended in 2016, at which time the Board adopted staff's recommendation that employees with substantive decision-making responsibilities should be required to file financial disclosures. As a result of the adjustments to the County's Classification and Compensation Plans, a number of employees that do not have substantive decision-making responsibilities were moved to the S-32 pay grade, which is a pay grade that is currently required to file a financial disclosure under Section 3-5-2.1. Staff recommends amending Section 3-5-2.1 to require employees at the S-33 pay grade or higher to file, which will keep in line with the current practice of requiring employees with substantive decision-making responsibilities to file the financial disclosure forms.

EQUITY IMPACT:

Potential to advance equity as religion and disability are covered in the One Fairfax Policy definition of equity and changes related to religion and disability support Areas of Focus #16 and #17 in the One Fairfax Policy.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Proposed Amendments to *The Code of the County of Fairfax*, Chapter 3, Article 1, Sections 3-1-1 and 3-1-2, and Article 5, Section 3-5-2.1

STAFF:

Ellicia Seard-McCormick, Deputy County Executive
Catherine M. Schafrik, Director, Department of Human Resources
Jill G. Cooper, Clerk for the Board of Supervisors

ASSIGNED COUNSEL:

Karen L. Gibbons, Deputy County Attorney
Daniel Robinson, Senior Assistant County Attorney

**AN ORDINANCE AMENDING
ARTICLES 1 AND 5 OF CHAPTER 3 OF THE FAIRFAX COUNTY CODE, RELATING
TO PERSONNEL ADMINISTRATION AND FINANCIAL DISCLOSURES**

Draft of November 2, 2022

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Section 3-1-1 relating to Purposes of Article; definitions, 3-1-2, County Service and divisions thereof, and 3-5-2.1, Disclosures of financial interest.

Be it ordained by the Board of Supervisors of Fairfax County:

1. That Sections 3-1-1, 3-1-2 and 3-5-2.1 of the Fairfax County Code are amended and readopted as follows:

Article 1. – Personnel Administration.

Section 3-1-1, Purposes of Article; definitions.

(a) *Purposes.* The purposes of this Article are:

- (1) To place personnel administration on a merit basis in order to attract and retain for public service in the County Government employees with integrity and superior ability;
- (2) To strengthen the effectiveness of the County Government through the improvement of personnel administration;
- (3) To provide for a County merit system under which recruitment, appointment, and advancement of covered employees will be on a competitive basis, free of discrimination on the basis of race, color, national origin, religion, sex, age, pregnancy, childbirth or related medical conditions, marital status, sexual orientation, gender identity, military status, political affiliation, disability, or genetic information, and which will be administered in conformity with the Merit Principles set forth by the U.S. Office of Personnel Management (5 CFR 900) under authority of the Intergovernmental Personnel Act of 1970, as amended;
- (4) To provide for an exempt service which will be limited to positions so designated in accordance with this Article or by Personnel Regulations.

(b) *Authority.* The authority for this article is contained in *Va. Code Ann. § 15.2-1506*, which reads, in part, as follows: "Notwithstanding any other provision of law to the contrary, the governing body of every county, city and town which has more than fifteen employees shall establish by June thirty, nineteen hundred seventy-four, a grievance procedure for its employees to afford an immediate and fair method for the resolution of disputes which may arise between such public employer and its employees and a personnel system including a classification plan for service and uniform pay plan for all employees;" *Va. Code Ann. § 15.2-807*, which reads, in part, as follows: "All appointments shall be on the basis of ability, training and experience of the appointees which fit them for the work which they are to perform;" and *Va. Code Ann. § 15.2-1500.1* which explicitly prohibits discrimination in employment on the "basis of race, color, religion, national origin, sex, pregnancy, childbirth

or related medical conditions, age, marital status, disability, sexual orientation, gender identity, or status as a veteran." ¹

(c) *Applicability.*

(1) This Article applies to all employees in the administrative service of the County who are appointed by the Board of Supervisors, County Executive or the head of a department, as provided in *Va. Code Ann.* §15.2-807.²

(2) This Article and any regulations or administrative directives or procedures issued under its authority also may be applied to designated employees of other public agencies within the County, pursuant to written agreements between the heads or governing boards of such agencies and the Human Resources Director of the County, subject to approval of the County Executive and Board of Supervisors, to the effect that the conditions of employment of such employees are to be administered under this Article in the same manner as if those employees were in the administrative service of the County.³

(d) *Severability.* Should any article, section, subsection, sentence, clause, or phrase of this ordinance, for any reason, be held unconstitutional or invalid for any reason, such decision or holding shall have no effect on the validity of the remaining portions hereof. It is the intent of the Board of Supervisors to enact or have enacted each section, and portion thereof, individually, and each such section shall stand alone, if necessary, and be in force regardless of the determined invalidity of any other section or provision.

(e) *Definitions.*

(1) *Personnel Regulations.* A body of rules governing County personnel administration issued under authority of this Article by the Board of Supervisors after consideration of the recommendation of the County Civil Service Commission and having the effect of ordinance.

¹ As to appointment, tenure, suspension or removal and compensation of officers and employees, see *Va. Code Ann.*, § 15.2-807, 15.2-808 and 15.2-809.

² Wherever used in this Article, the term "department" means "department," "office," "agency," or other administrative unit, the director of which reports to the County Executive, either directly or via a deputy county executive, or to the Board of Supervisors. Elected officials, persons appointed to fill vacancies in elective offices, and members of boards, authorities and commissions appointed by the Board of Supervisors are not employees in the sense of this article, although they may be compensated and receive such other benefits as State law or regulations, County ordinance or the Board of Supervisors may authorize.

³ Public agencies authorized to execute such agreements include (but are not limited to) the offices of Constitutional Officers and individual members of the Board of Supervisors, the School Board, the Library Board, the Park Authority, the Housing Authority, the Fairfax/Falls Church Community Services Board, the Economic Development Authority, the Water Authority, the Industrial Authority, similar agencies established by the Board of Supervisors in the future, community centers and other service agencies established in small districts under authority of the Board of Supervisors, and State agencies located in and serving the County where such agreements are consistent with State law and regulations. Employees whose conditions of employment are to be administered pursuant to such agreements may be either merit system or exempt employees, as defined in this Article, whichever is specified in the applicable agreement.

- (2) *Competitive service.* All positions not specifically designated as exempt positions in accordance with this Article, and the employees appointed to fill such positions. Competitive positions must be filled in accordance with merit principles. Persons in the competitive service are considered career employees. They have all rights, benefits, privileges, protections and obligations set forth in this Article and Personnel Regulations.
- (3) *Exempt service.* Positions which are specifically so designated in accordance with this article and Personnel Regulations, and employees appointed to fill such positions. Exempt personnel are not merit employees. They may be appointed, classified, promoted to other exempt positions, demoted to other exempt positions and discharged without regard to the restrictions contained in this Article and Personnel Regulations, which apply to the competitive service. They are entitled to only such employee rights and benefits as are provided for various categories of exempt personnel elsewhere in this Article and Personnel Regulations or by the Board of Supervisors or in procedural directives issued by the County Executive or his or her designee.
- (4) *Full-time position.* Any position, whether authorized for the competitive service or exempt, which is authorized to be filled for at least 2080 scheduled hours in 12 consecutive months.
- (5) *Part-time position.* Any position, whether authorized for the competitive service or exempt, which does not meet the above criteria for full-time positions.
- (6) *Full-time employee.* Any employee, whether in the competitive service or exempt, who is regularly scheduled to work at least 2080 hours in 12 consecutive months.
- (7) *Part-time employee.* Any employee, whether in the competitive service or exempt, who does not meet the above criteria for full-time employees.
- (8) *Probationary employee.* Any employee in the competitive service serving in a probationary appointment as defined in § 3-1-13 of this Article and Personnel Regulations.
- (9) *Merit system.* The system of personnel administration applicable to the competitive service. It includes the provisions of this Article, other applicable provisions of County ordinances, County Personnel Regulations and all applicable and lawful personnel management directives of the Board of Supervisors, County Executive or Human Resources Director.
- (10) *Merit employee.* Any employee in the competitive service.
- (11) *Department Head.* An employee appointed by the Board of Supervisors or the County Executive to oversee, direct, or manage a major functional division of County government, whether formally known as a department or not, under the general direction of the County Executive, and to act as the appointing authority for the positions assigned to that organization. All department head positions are assigned to the exempt service. All persons appointed as department heads on or after July 1, 1987, are exempt employees. Any department head appointed as a department head by the Board of Supervisors on or after July 1, 1987, may be removed by the Board of Supervisors with or without cause and in any event, may not grieve his or her removal under the County's grievance procedures. Any department head appointed by the County Executive may be removed by either the Board of Supervisors or the County Executive with or without cause and in any event, may not grieve his or her removal under the County's grievance procedure.

(12) *Military Status*. Means status as (i) a member of the uniformed forces, as defined in 10 U.S.C. § 101(a)(5), of the United States or a reserve component thereof named under 10 U.S.C. § 10101, (ii) a veteran as defined in 38 U.S.C. § 101(2), or (iii) a dependent as defined in 50 U.S.C. § 3911(4) except that the support provided by the service member to the individual shall have been provided 180 days immediately preceding an alleged action that if proven true would constitute unlawful discrimination under this section instead of 180 days immediately preceding an application for relief under 50 U.S.C. Chapter 50.

(13) *Religion*. The term “religion” includes any outward expression of religious faith, including adherence to religious dressing and grooming practices and the carrying or display of religious items or symbols.

Commented [AJ1]: Definition added as a result of HB1063 codified at Va. Code § 15.2-1500.1.

Section 3-1-2, County service and divisions thereof.

- (a) The County service shall be divided into an exempt service and a competitive service. Exempt employees shall not be appointed to positions in the competitive service except through the competitive process specified in this Article and in Personnel Regulations. A member of the exempt service may become a member of the competitive service only through appointment to a position in the competitive service through the competitive selection process specified in this Article and in the Personnel Regulations. Thus, service in the exempt service shall not by itself permit an employee to become a member of the competitive service.
- (b) The following employees shall constitute the exempt service.
- (1) The County Executive, County Attorney, deputy county executives, ~~assistant county executive~~, executive assistants to the County Executive, department heads appointed after July, 1987 and office staffs of members of the Board of Supervisors.
 - (2) Employees who are engaged under contracts.
 - (3) Employees appointed under the provisions of the procedural directives governing the exempt service with hours limited to 1560 in one calendar year if employed in an exempt-benefits-eligible position, or 900 in one calendar year if employed in an exempt-temporary position.
 - (4) Employees administered pursuant to an agreement executed in accordance with § 3-1-1(c)(2) of this Article, provided that they are designated exempt in such an agreement.
 - (5) Assistant registrars and all election officials employed by the Electoral Board.
 - (6) Employees who are providing services pursuant to requirements contracts such as fee class instructors.
- (c) The County Executive shall issue procedural directives, with the approval of the Board of Supervisors, for administration of the exempt service. Only such provisions of this Article and of Personnel Regulations, which specifically state that they are applicable to exempt employees, or which are made applicable through procedural directives provided herein, shall apply to the exempt service.
- (d) All other employees to whom this Article applies are in the competitive service, except as otherwise provided by state law or regulation. They shall be appointed, promoted, demoted, transferred or dismissed solely on the basis of merit and fitness in accordance with the provisions of this Article and Personnel Regulations.

Commented [AJ2]: Position delimited 9-23-22.

Commented [AJ3]: Corrected typographical error.

Article 5. – Financial Disclosures.

Section 3-5-2.1. Disclosures of financial interest.

(a) As a condition to assuming or holding office or employment, members appointed by the Board of Supervisors to the following entities shall file a disclosure statement of their personal interests and other information as is specified in the form or forms identified in *Virginia Code* §§ 2.2-3115 and 2.2-3117 at such times and for such periods as is required by state law: (1) the Planning Commission, (2) the Board of Zoning Appeals, (3) the Fairfax County Economic Development Authority, (4) the Fairfax County Industrial Development Authority, (5) the Fairfax County Library Board, (6) the Fairfax County Employees' Retirement System Board of Trustees, (7) the Fairfax County Police Officers Retirement System Board of Trustees, (8) the Fairfax County Uniformed Retirement System Board of Trustees, (9) the Fairfax County Park Authority, (10) the Fairfax County Redevelopment and Housing Authority, (11) the Fairfax County Water Authority, (12) the Mosaic District Community Development Authority, (13) the Fairfax County Wetlands Board, and (14) the Upper Occoquan Sewage Authority.

No person described in this subsection shall enter office and participate or vote as a member of any board, authority, or commission until a completed disclosure form, as required by this subsection, has been filed with the Clerk for the Board of Supervisors. For purposes of this subsection, the word "appointment" shall include any person who is appointed directly by the Board of Supervisors or any person whose appointment is confirmed after being elected, nominated, or recommended by any community group or group of employees for any of the boards, authorities, and commissions listed above.

(b) As a condition to assuming or holding office or employment, the following persons shall file a disclosure statement of their personal interests and other information as is specified on the form or forms identified in *Virginia Code* §§ 2.2-3115 and 2.2-3117 at such times and for such periods as is required by state law: the County Executive, all Deputy County Executives, ~~the Assistant County Executive~~, the County Attorney and all deputy, senior assistant, and assistant county attorneys, all County Department heads, and County employees who hold positions classified at or above the following pay grades: ~~A-1, M-1, S-32~~ S-33, P-27, F-29, and O-28, except psychiatrists who are employed as such by the Fairfax-Falls Church Community Services Board.

Commented [AJ4]: Updated as a result of the adjustments to the County's Classification and Compensation Plans.

(c) As a condition to assuming or holding employment, the following employees also shall file a disclosure statement of their personal interests and other information as is specified on the form or forms identified in *Virginia Code* §§ 2.2-3115 and 2.2-3117 at such times and for such periods as is required by state law:

- (1) Health Department: Public Health Laboratory Director.
- (2) Department of Finance: The Insurance Manager.
- (3) Department of Transportation: All Transportation Planners V; all Engineers V.
- (4) Retirement Administration Agency: All Senior Investment Managers.

(d) The individuals listed in subsections (a), (b) and (c) shall file a completed disclosure form, as required by subsections (a), (b) and (c), with the Clerk for the Board of Supervisors on or before the day such office or position of employment is assumed.

(e) The County Executive is hereby authorized and directed to issue procedural memoranda governing the administration of the filing of the Statement of Economic Interests forms identified in *Virginia Code* § 2.2-3117, the financial disclosure forms identified in *Virginia Code* § 2.2-3118, and the real estate disclosure forms required under *Virginia Code* § 2.2-3115(G). The procedural memoranda shall address the filing of such forms by any individual required to file by this Article, by designation by the Board of Supervisors or by state law.

2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity will not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That the amendment to Section 3-1-1 is effective July 1, 2022, and the amendments to Section 3-1-2 and 3-5-2.1 are effective upon adoption.

GIVEN under my hand this _____ day of _____, 2023

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
January 24, 2023

4:30 p.m.

Public Hearing on a Proposal to Vacate and Abandon Portions of Scotts Crossing Road
(Providence District)

ISSUE:

Public hearing on a proposal to vacate and abandon portions of Scotts Crossing Road.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached ordinance (Attachment III) for vacation and order (Attachment IV) for abandonment of the subject right-of-way.

TIMING:

On December 6, 2022, the Board authorized the public hearing to consider the proposed vacation and abandonment for January 24, 2023, at 4:30 p.m.

BACKGROUND:

The applicant, McGuire Woods LLP, on behalf of their client, 1820 Dolley Madison, LLC, is requesting that portions of Scotts Crossing Road be vacated under §15.2-2272 of the Virginia Code and abandoned under §33.2-909 of the Virginia Code. As a result of the Board's approval of RZ 2011-PR-009, the applicant is seeking this request to complete the redevelopment plans associated with the approved rezoning. The subject area of Scotts Crossing Road would be incorporated into the redevelopment, consistent with the approved zoning case and pending Site Plan.

The subject portions of Scotts Crossing Road are located along the northern side of Scotts Crossing Road north of the intersection of Dolley Madison Boulevard and Scotts Crossing Road. The subject portions of right-of-way are outside of the vehicular travel lanes and do not impact the overall mileage of Scotts Crossing Road. Scotts Crossing Road was originally created pursuant to Deed Book 9673 Page 590, among the land records of Fairfax County, Virginia, between West*Gate, a Virginia Limited Partnership, and the Board of Supervisors of Fairfax County. The property that abuts the existing right-of-way to be vacated is currently occupied by Tax Map 0294-05-0009A, to which the land would revert after the vacation. The total area to be vacated is approximately 18,939 square feet.

Board Agenda Item
January 24, 2023

Traffic Circulation and Access

The vacation and abandonment will have no long-term impact on pedestrian, transit, or vehicle circulation and access.

Vacation

The project manager has certified that all vacation requirements for this proposal have been met.

The proposal to vacate and abandon this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Development, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas, and Verizon. None of these indicate any opposition to the proposal.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Application Letter of Justification
Attachment II: Notice of Intent to Vacate and Abandon
Attachment III: Ordinance of Vacation
Attachment IV: Abandonment Order
Attachment V: Metes and Bounds Description
Attachment VI: Vacation/Abandonment Plat
Attachment VII: Vicinity Map
Attachment VIII: RZ 2011-PR-009 CDP Excerpts

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Jeff Hermann, Division Chief, FCDOT
Greg Fuller, Section Chief, FCDOT
Michelle Guthrie, FCDOT
Jeffrey Edmondson, FCDOT

ASSIGNED COUNSEL:

Randall Greehan, Assistant County Attorney

November 12, 2020

Jeff Edmondson
Fairfax County Department of Transportation
4050 Legato Rd, Suite 400
Fairfax, Virginia 22033

Re: Scotts Run North Right-of-Way Vacation

Dear Mr. Edmondson,

On behalf of my client, 1820 Dolley Madison, LLC (the current owner of the Property as defined below), I request that the County review the final application and notice a public hearing as soon as possible for the vacation of right-of-way (ROW) associated with Scotts Crossing Road.

The subject ROW was originally dedicated to the County for public purposes associated with the construction of Scotts Crossing Road. RZ 2011-PR-009 (the "Rezoning") was approved by the Board of Supervisors (BOS) on June 2, 2015 for the land area commonly known as "Scotts Run North" [Tax Map 29-4 ((5)) 9, 9A and 10A], (the "Property"). On April 8, 2014, the BOS authorized right of way associated with Scotts Crossing Road to be included in the rezoning application area and ultimately to be vacated (the "ROW"). The ROW area to be vacated totals approximately 18,346 square feet and includes the "Area of proposed vacation ROW vacation +/-7,573 SF" and "Area of proposed ROW vacation +/- 10,773 SF", as shown on Sheet C12.0 of the approved CDP, as attached as Attachment 1. The ROW has also been recently resurveyed and attached are the new plats and legal descriptions for the ROW to be vacated (see Attachments 2 and 3). Specifically, the ROW to be vacated now includes Area 1, consisting of 7,619 square feet; and Area 2, consisting of 11,320 square feet.

The "Original ROW" was created pursuant to Deed Book and Page 9673-0590, dated February 6, 1996 (Attachment 4), between West*Gate, A Virginia Limited Partnership ("Owner") and the Board of Supervisors of Fairfax County, Virginia ("County"), whereas the Owner was the owner of certain real property as shown on the plat attached to this deed, entitled "Plat Showing Right-of-Way Dedication, Right-of-Way Vacation, Quitclaim of a Portion of 25' Sanitary Sewer Easement, and Storm Drain Easement Dedication, and Resubdivision of Lots 8, 9, 10 and 11, Westgate Industrial Park". At the time, this property was located on Fairfax County Tax Map #29-4 ((5)) 7 – 11. Among other things, this deed provided for the dedication and conveyance in fee simple of a portion of property (96,724 square feet) for public street purposes, labeled on the Plat as "Hereby Dedicated for Public Street Purposes" for the construction of Scotts Crossing Road ("Scotts Crossing Dedication Land").

The Scotts Crossing Dedication Land was dedicated prior to the more recent Jones Branch Connector project (VDOT Project 8102-029-065), which provides a new link to Dolley

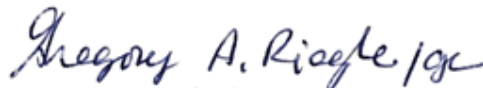
November 12, 2020

Page 2

Madison Boulevard (Route 123) over the Capital Beltway (I-495). A portion of the Original ROW that was previously dedicated was no longer needed for the ultimate construction of the Scotts Crossing Road extension / Jones Branch Drive Connector, and as such, the ROW was included in the 2011 rezoning application ultimately to be vacated and developed for public park purposes. This ROW vacation was reviewed during the rezoning review process by the Department of Planning and Zoning, FCDOT and VDOT. The VDOT memo has been included as Attachment 5.

Please review this application and do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink that reads "Gregory A. Riegle /gr".

Gregory A. Riegle
McGuireWoods LLP

Attachments

- Attachment 1: ROW Excerpt from RZ 2011-PR-009 CDP
- Attachment 2: Vacation Plats
- Attachment 3: Metes and Bounds Legal Descriptions
- Attachment 4: Original ROW - DB 9673-0590
- Attachment 5: RZ 2011-PR-009 – VDOT Memo
- Attachment 6: Vacation Ordinance and Order of Abandonment
- Attachment 7: Vicinity Map

NOTICE OF INTENT TO
ADOPT AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN

Scotts Crossing Road

Providence District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on January 24, 2023, at 4:30 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, pursuant to Virginia Code Ann. § 15.2-2204 and § 15.2-2272, vacating a part of the plat of Scotts Crossing Road, recorded in Deed Book 9673, at Page 0590, on which Area 1, consisting of 7,619 square feet; and Area 2, consisting of 11,320 square feet; are to be vacated. The property to be vacated and abandoned is located on Tax Map 29-4, along Scotts Crossing Road and on the portion of Scotts Crossing Road north of its intersection with Dolley Madison Boulevard (Route 123), and is described and shown on the metes and bounds schedule and plat prepared by Bowman Consulting, dated November 11, 2020, both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600. The property to be vacated is also shown on the Scotts Run North plat prepared by Cityline Partners revised through April 3, 2015, and approved by the Board of Supervisors on June 2, 2015, also on file with the Fairfax County Department of Transportation.

All persons wishing to speak on this subject may call the Office of the Clerk to the Board, (703) 324-3151, to be placed on the Speaker's List, or may appear and be heard.

PROVIDENCE DISTRICT.

ADOPTION OF AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN

Scotts Crossing Road

Providence District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Governmental Center in Fairfax County, Virginia, on January 24, 2023, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. § 15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat of Scotts Crossing Road, recorded in Deed Book 9673 at Page 0590, on which is shown Scotts Crossing Road Area 1, consisting of 7,619 square feet; and Area 2, consisting of 11,320 square feet; located on Tax Map 29-4, and described and shown on the metes and bounds schedule and plat prepared by Bowman Consulting, dated November 11, 2020, and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. § 15.2-2272.

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ORDER OF ABANDONMENT

Scotts Crossing Road

PROVIDENCE DISTRICT
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 24th day of January, 2023, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code §33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for continuance of this road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

WHEREFORE, BE IT ORDERED:

That Scotts Crossing Road Area 1, consisting of 7,619 square feet; and Area 2, consisting of 11,320 square feet; located on Tax Map 29-4, and described on the plat and metes and bounds schedule prepared by Bowman Consulting, dated November 11, 2020, which is attached hereto and incorporated herein, be and the same is hereby abandoned as a public road pursuant to Virginia Code §33.2-909.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

November 11, 2020



DESCRIPTION OF A VACATION OF RIGHT-OF-WAY

**ON THE RIGHT-OF-WAY OF
SCOTTS CROSSING ROAD**

Deed Book 9673 Page 590
Fairfax County, Virginia

BEGINNING AT AN IRON PIPE (POB 1) located on the northwest corner of Lot 9A, Westgate Industrial Park, said corner also being the right-of-way of Scotts Crossing Road; thence running with Lot 9A the following two (2) courses and distances

1. **S 70°40'14" E**, a distance of **242.42 feet** to an iron pipe; thence
2. **S 37°12'34" E**, a distance of **22.64 feet** to a point; thence
3. **S 50°25'51" W**, a distance of **36.72 feet** to a point; thence departing Lot 9A, and running through the right-of-way of Scotts Crossing road the following four (4) courses and distance
4. **17.86 feet**, along the length of an arc curving to the right having a radius of **14.08 feet**, a central angle of **72°40'44"**, and a chord bearing of **S 86°32'10" W**, and a chord length of **16.68 feet**; thence
5. **N 61°20'25" W**, a distance of **112.42 feet** to a point; thence
6. **N 55°10'27" W**, a distance of **120.40 feet** the **POINT OF BEGINNING**.

Containing an area of **7,619 Square Feet** or **0.17490 Acres** of land.

November 11, 2020



DESCRIPTION OF A VACATION OF RIGHT-OF-WAY

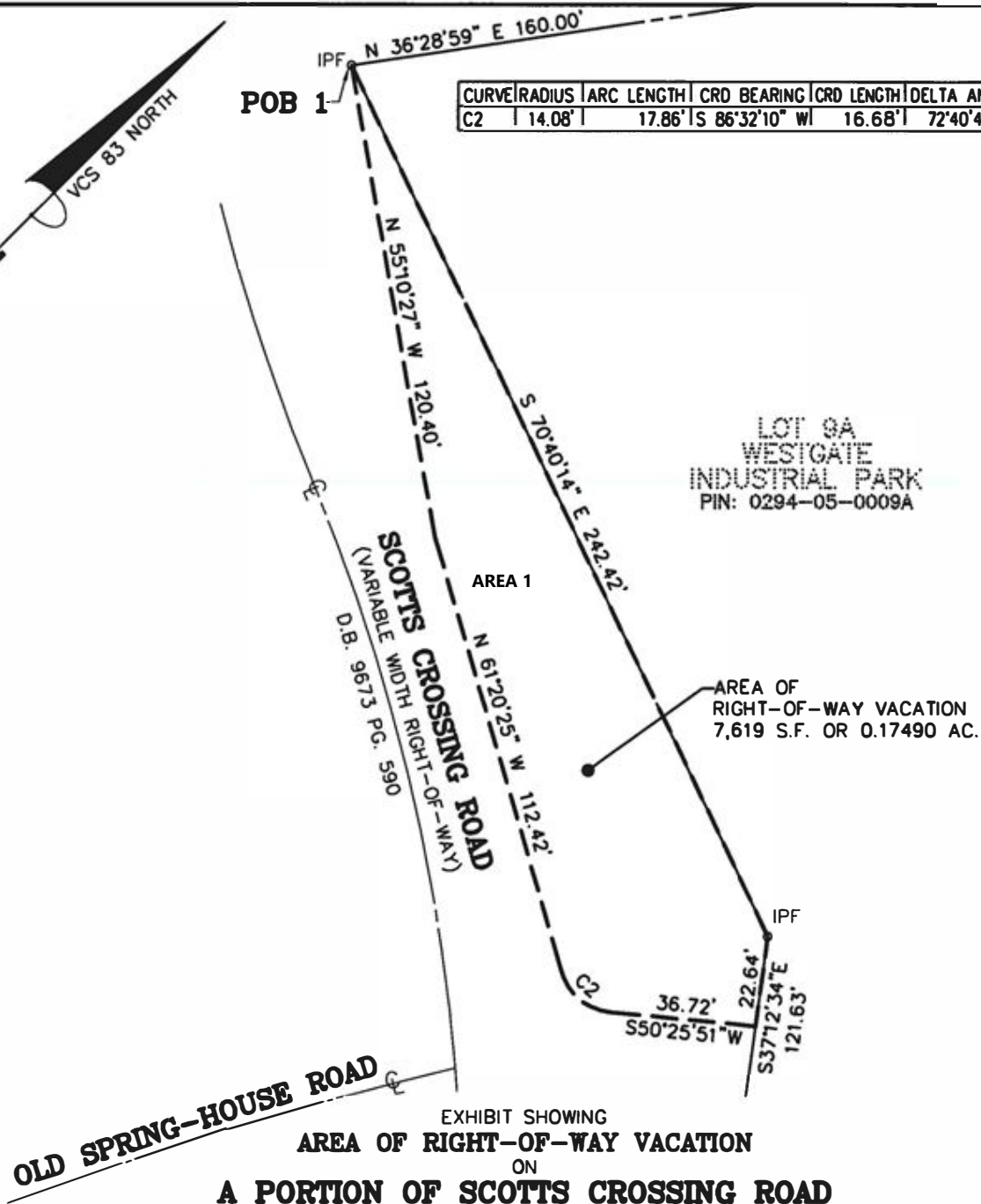
**ON THE RIGHT-OF-WAY OF
SCOTTS CROSSING ROAD**

Deed Book 9673 Page 590
Fairfax County, Virginia

BEGINNING AT A POINT (POB 2) lying on a westerly property line of Lot 9A, Westgate Industrial Park, said line also being the right-of-way of Scotts Crossing Road; thence running with Lot 9A the following three (3) courses and distances

1. **S 37°12'34" E**, a distance of **4.41 feet** to an iron pipe; thence
2. **N 59°42'25" E**, a distance of **65.00 feet** to an iron pipe; thence
3. **S 31°30'20" E** a distance of **87.99 feet** to an iron pipe being the south west corner of Lot 9A and being a corner to Lot 10A, Westgate Industrial Park ; thence departing Lot 9A, and running with Lot 10A the following two (2) courses and distance
4. **S 16°07'50" W**, a distance of **20.00 feet** to an iron pipe; thence
5. **S 06°47'30" E**, a distance of **43.11 feet** to a point; thence departing Lot 10A and running through the right-of-way of Scotts Crossing road the following four (4) courses and distance
6. **S 52°30'17" W**, a distance of **42.91 feet** to a point; thence
7. **N 39°45'37" W**, a distance of **134.47 feet** to a point; thence
8. **21.43 feet**, along the length of an arc curving to the right having a radius of **14.17 feet**, a central angle of **86°39'02"**, and a chord bearing of **N 06°27'24" W**, and a chord length of **19.44 feet** to a point; thence
9. **N 50°25'52" E**, a distance of **17.57 feet** to the **POINT OF BEGINNING**.

Containing an area of **11,320 Square Feet** or **0.25987 Acres** of land.



DEED BOOK 9673 PAGE 590
SULLY TRANSPORTATION DISTRICT
FAIRFAX COUNTY, VIRGINIA

7403-A-MP-002-1

DWG:P:\7403 - West Group Properties\7403-28-001 (SUR) - Cap One Scotts Run North\Survey\Plots\Exhibits\Vacation\7403-A-MP-002.dwg DATE: NOVEMBER 11, 2020

Bowman

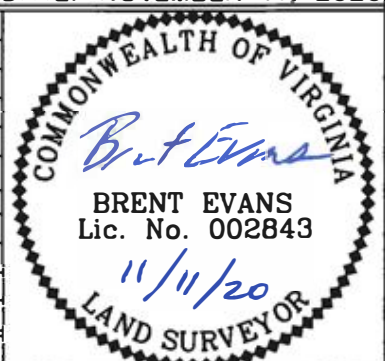
CONSULTING

Bowman Consulting Group, Ltd. Phone: (703) 464-1000
13461 Sunrise Valley Drive, Suite 500 Fax: (703) 481-9720
Herndon, Virginia 20171 www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

REVISION

SCALE: 1" = 40'



**THE GATES OF
MCLEAN CONDOMINIUM
UNIT OWNERS
ASSOCIATION**
D.B. 14562 PG. 264

REMAINDER AREA
1,914 S.F. OR
0.04393 AC.

LOT 9A
WESTGATE
INDUSTRIAL PARK
PIN: 0294-05-0009A

LOT 9
WESTGATE
INDUSTRIAL PARK
PIN: 0294-05-0009

LOT 10A
WESTGATE
INDUSTRIAL PARK
PIN: 0294-05-0010A

AREA OF
RIGHT-OF-WAY VACATION
11,320 S.F. OR 0.25987 AC.

AREA 2

SCOTTS CROSSING ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
D.B. 9673 PG. 590

POB 3

POB 2

LINE	BEARING	DISTANCE
L1	N 53°31'06" W	50.10'
L2	N 46°43'59" E	77.65'
L3	S 11°05'06" W	84.59'

CURVE	RADIUS	ARC LENGTH	CRD BEARING	CRD LENGTH	DELTA ANGLE	TANGENT
C1	14.17'	21.43'	N 06°27'24" E	19.44'	86°39'02"	13.36'

EXHIBIT SHOWING
AREA OF RIGHT-OF-WAY VACATION
ON
A PORTION OF SCOTTS CROSSING ROAD
DEED BOOK 9673 PAGE 590

AND
REMAINDER AREA
THE GATES OF MCLEAN CONDOMINIUM UNIT
OWNERS ASSOCIATION
DEED BOOK 14562 PAGE 264
SULLY TRANSPORTATION DISTRICT
FAIRFAX COUNTY, VIRGINIA

7403-A-MP-002-2

DWG:P:\7403 - West Group Properties\7403-28-001 (SUR) - Cap One Scotts Run North\Survey\Plots\Exhibits\Vacation\7403-A-MP-002.dwg DATE: NOVEMBER 11, 2020

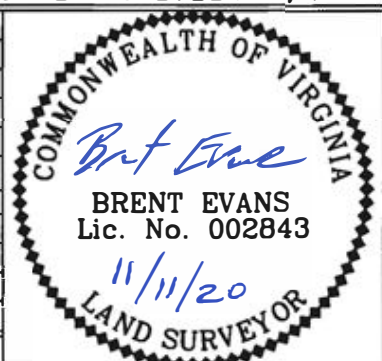
Bowman
CONSULTING

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Herndon, Virginia 20171 www.bowmanconsulting.com

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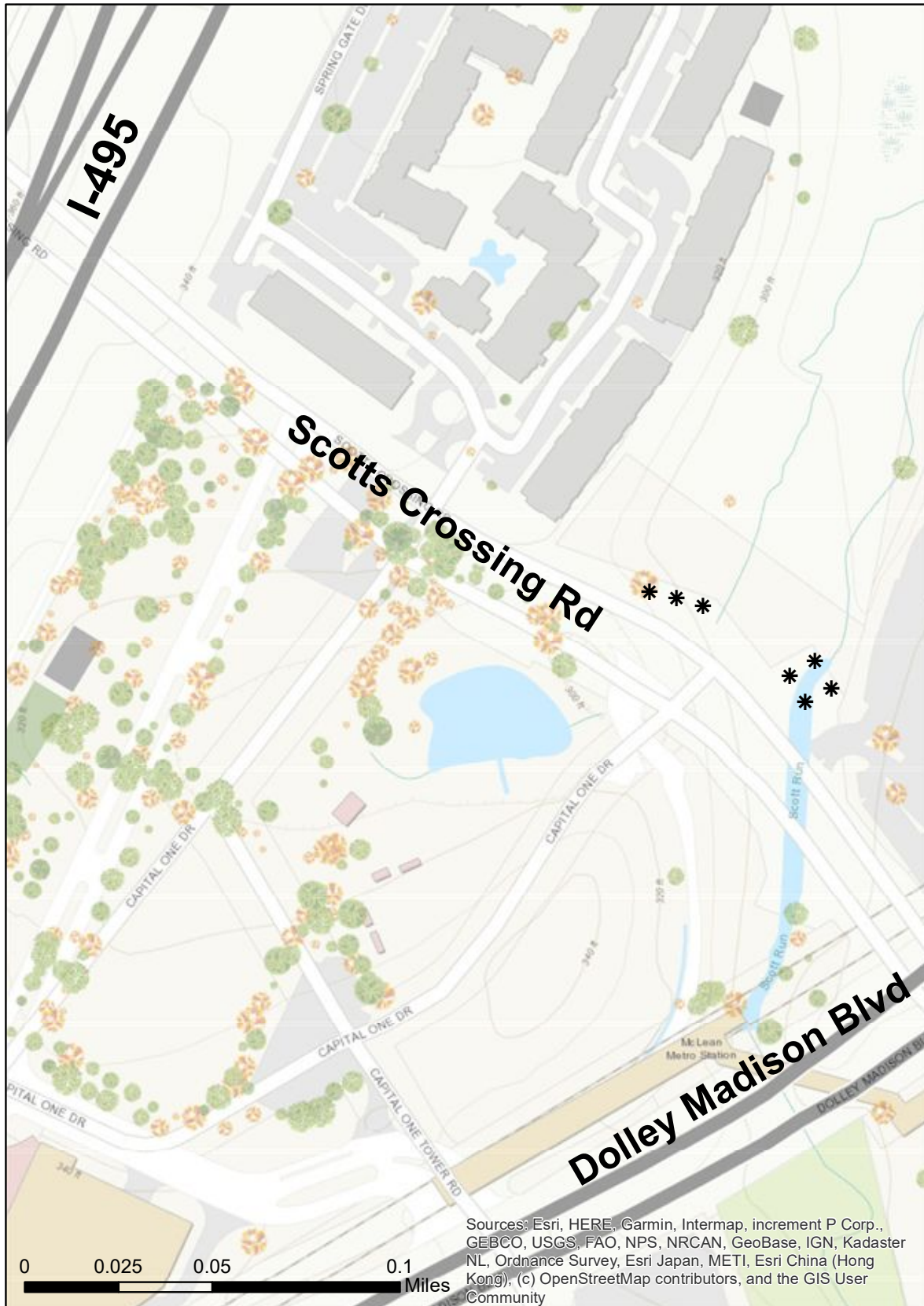
REVISION

SCALE: 1" = 40'



Scotts Crossing Road Vacation

Providence District



* Denotes Areas to be Vacated and Abandoned

Tax Map 29-4

Board Agenda Item
January 24, 2023

4:30 p.m.

Public Hearing on Approval of the Upper Occoquan Sewage Authority 2022 Restated and Amended Service Agreement

ISSUE:

Public hearing to consider approval of a Restated and Amended Upper Occoquan Sewage Authority (UOSA) Service Agreement. The purpose of the proposed amendments is (1) to authorize and establish funding obligations for expansion of the plant capacity from 54 million gallons per day (MGD) to 60 MGD and (2) to modify the compliance determination for jurisdictional hydraulic and load capacity allocations. The 2022 Restated and Amended Service Agreement also incorporates amendments previously approved by the member jurisdictions in 2015.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors (Board) approve the agreement and authorize the Chairman to execute the agreement on behalf of Fairfax County (County), after holding the public hearing.

TIMING:

Board action is requested on January 24, 2023, so that the new agreement can be executed.

BACKGROUND:

UOSA owns and operates a wastewater treatment plant that receives wastewater from its four member jurisdictions of Fairfax and Prince William Counties and Cities of Manassas and Manassas Park. The amendments included in the proposed 2022 Restated and Amended Service Agreement among the member jurisdictions and UOSA are being made to authorize and establish the funding responsibility for expansion of the plant from 54 MGD to 60 MGD and to modify the compliance determination for jurisdictional hydraulic and load capacity allocations. The proposed amendments were approved unanimously by the UOSA Board of Directors at its meeting of September 15, 2022. The increase to UOSA's plant capacity is driven by projected growth in Prince William County and the City of Manassas, with each of those jurisdictions anticipating a need for an additional 3 MGD for a total of 6 MGD. Prince William County and the City of Manassas will be responsible for all costs associated with this expansion. Currently, the compliance of each member jurisdiction with its allocated capacity limitation is

Board Agenda Item
January 24, 2023

determined based on whether the jurisdiction's average flow for any consecutive thirty-day period during the past 48 months exceeds 95 percent of its allocated capacity in the UOSA plant. This method of compliance determination is significantly more restrictive than that required by the Virginia Sewage Collection and Treatment Regulations and prevents the reasonable use of each jurisdiction's allocated capacity. The proposed amendment modifies the compliance determination to whether a jurisdiction's 30-day rolling average flow exceeds 95 percent of its allocated capacity for each month during any three consecutive month period. This method of compliance determination, while still conservative, provides for better use of each jurisdiction's allocated capacity at UOSA and aligns with the definition of an exceedance in UOSA's Department of Environmental Quality permit. Finally, the Service Agreement is being "restated" to include amendments approved by all the member jurisdictions in 2015. The 2015 amendments provided for partial or full cash funding by any jurisdiction for its share of a bond issued by UOSA for its capital projects.

EQUITY IMPACT:

Positive. The new agreement provides for better use of the County's capacity allocation at the UOSA treatment plant, which avoids the need for premature expansion of the plant and its associated costs. In addition, the agreement provides for flexibility in financing the County's share of the plant's capital improvement projects. This can result in significant savings by avoiding high interest rates on financing these projects, when possible. The new agreement will minimize the need to increase the sewer charges to fund the County's share of capital projects at UOSA, which in turn will save money for the County's wastewater system customers.

FISCAL IMPACT:

The UOSA 2022 Restated and Amended Service Agreement has no fiscal impact on the County.

ENCLOSED DOCUMENTS:

Attachment 1 – 2022 Restated and Amended Service Agreement with changes shown
Attachment 2 – 2022 Restated and Amended Service Agreement clean copy for execution

Board Agenda Item
January 24, 2023

STAFF:

Rachel Flynn, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Management Divisions

Shahram Mohsenin, Director, DPWES, Wastewater Planning and Monitoring Division

ASSIGNED COUNSEL:

Emily H. Smith, Assistant County Attorney



Upper Occoquan Service Authority

Attachment 1

Leader in Water Reclamation and Reuse

14631 COMPTON ROAD, CENTREVILLE, VIRGINIA 20121-2506
(703) 830-2200

October 10, 2022

Mr. William Patrick Pate
City Manager
City of Manassas
9027 Center Street
Manassas, Virginia 20110

Mr. Bryan Hill
County Executive
Fairfax County
12000 Government Center Parkway
Suite 552
Fairfax, Virginia 22035

Mr. Laszlo Palko
City Manager
City of Manassas Park
One Park Center Court
Manassas Park, Virginia 20111

Mr. Elijah Johnson
County Executive
Prince William County
1 County Complex Court
Prince William, Virginia 22192

RE: UOSA Service Agreement Amendments

Gentlemen:

Enclosed is a proposed 2022 Restated and Amended Service Agreement which UOSA requests each of your jurisdictions to adopt.

The purpose of the proposed amendments to the Service Agreement is to address Jurisdictional capacity requirements and the administration of exceedances if and when they may occur. Two UOSA member Jurisdictions, Prince William County and the City of Manassas, have committed to acquiring additional capacity that will lead to an increase of total plant capacity from 54 million gallons per day to 60 million gallons per day. Additionally, the language incorporated in this document aligns the definition of an exceedance with the language in the DEQ permit and consequentially reduces the probability that unusual short-term flow or loading events from any jurisdiction would be defined as an exceedance.

Finally, the Service Agreement is being "restated" to include the 2014 Amendments previously adopted by the parties in 2015 regarding cash funding and continuing disclosures.

UOSA staff and legal counsel have worked with UOSA bond counsel as well as your staff and legal counsel for the member Jurisdictions and PWCSA to review and provide revisions to the proposed language, and we understand the proposed amendments are

acceptable. Enclosed is a version showing the changes. The proposed amendments are shown in redline and the 2014 Amendments that were previously adopted by the parties, but not restated, are shown with yellow highlighting. Also enclosed is a clean execution copy.

At the public meeting on September 15, 2022, the UOSA Board of Directors unanimously approved the proposed 2022 Restated and Amended Service Agreement and requested that the member Political Subdivisions adopt the proposed Agreement and provide me with an executed document. Once all the members have adopted the 2022 Restated and Amended Service Agreement, I will circulate fully executed copies.

Pursuant to Virginia Code, the 2022 Restated and Amended Service Agreement can only be adopted following advertisement and a hearing pursuant to Virginia Code 15.2-5104. The Virginia Code requires advertisement of "a descriptive summary of the [Agreement] and a reference to the place within the locality where a copy of the [document] can be obtained, and a notice of the day, not less than thirty days after publication of the advertisement, on which a public hearing will be held on the [Agreement.]"

Please contact me if you have any questions or would like additional information.

Sincerely,



Robert W. Angelotti
Executive Director

Enclosures:

- (1) 2022 Restated and Amended Service Agreement with changes shown
- (2) 2022 Restated and Amended Service Agreement clean copy for execution

RWA/jm

cc:

Mr. Calvin D. Farr, Jr., PWCSA General Manager
UOSA Board of Directors
Ms. Sally Ann Hostetler, UOSA Legal Counsel

2022 RESTATED AND AMENDED SERVICE AGREEMENT

THIS AGREEMENT, made as of the 15th day of May, 1972, and restated and amended herein, by and between the UPPER OCCOQUAN SEWAGE AUTHORITY (UOSA), a public body politic and corporate duly created pursuant to the Virginia Water and Waste Authorities Act, and the CITY OF MANASSAS and the CITY OF MANASSAS PARK, municipal corporations of the Commonwealth of Virginia, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY and the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, acting for and on behalf of said counties and the sanitary districts thereof, which are located in whole or in part within the Service Area (hereinafter defined) (such four parties being called collectively the Political Subdivisions and individually a Political Subdivision), provides that:

WHEREAS, the parties entered into a Service Agreement dated as of the 15th day of May, 1972 (the Service Agreement), providing for the treatment of sewage at a regional sewage treatment plant; and

WHEREAS, the Service Agreement has been amended and restated from time to time; and

WHEREAS, the parties desire to restate and amend their Service Agreement and to change the same; as follows

NOW THEREFORE, the Service Agreement is hereby restated and amended as follows:

ARTICLE I

Definitions and Warranties

Section 1.1. The following words as used in this Agreement shall have the following

meanings:

"Act" shall mean the Virginia Water and Waste Authorities Act (§15.2-5100, et seq., Code of Virginia of 1950, as amended, and as it may be amended from time to time).

"Authority" shall refer to any entity other than UOSA formed in accordance with the Act.

"Auxiliary Facility" shall mean any sewage treatment facility other than the UOSA Plant and the UOSA Delivery System, which is 1) limited to the treatment and/or disposal of Industrial Wastewater, 2) sponsored by a Political Subdivision, and 3) to remain at all times under the exclusive operation and control of UOSA.

"Auxiliary Facility Agreement" shall mean a written contract between UOSA and a sponsoring Political Subdivision(s) with respect to an Auxiliary Facility as set forth herein.

"Auxiliary Facility Expense" shall mean all expenses, obligations, damages, costs of whatever nature, including charges by UOSA for indirect costs of administration and overhead, whether directly or indirectly relating to an Auxiliary Facility, its construction, operation, maintenance, de-mobilization and consequential cost, expenses, and damages.

"Bonds" wherever used, shall include notes, bonds, bond anticipation notes or other debt obligations of UOSA whether now outstanding or to be issued in the future.

"Cost" when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the purchase price of any sewage treatment system or the cost of acquiring all of the capital stock of the corporation owning such system and the amount to be paid to discharge all of its obligations in order to vest title to the system or any part thereof in UOSA, the Cost of Replacements and Necessary Improvements, the cost of all lands, properties, rights, easements, franchises and permits acquired, the cost of all machinery and equipment, financing charges,

interest prior to and during construction and for one year after completion of construction, any deposit to any Bond interest and sinking fund reserve account, cost of engineering and legal services, plans, specifications, surveys, estimates of costs and of revenues, other expenses necessary or incident to the determining of the feasibility or practicability of any such acquisition, improvements, or construction, administrative expenses, and such other expenses as may be necessary or incident to the financing herein authorized, to the acquisition, improvements, construction or expansion of the UOSA Plant and the UOSA Delivery System. Any obligation or expense incurred by UOSA in connection with any of the foregoing items of cost and any obligation or expense incurred by UOSA prior to the issuance of Bonds by UOSA for engineering studies and for estimates of cost and of revenues and for other technical or professional services which may be utilized in the acquisition, improvement or construction or expansion of such system, may be regarded as a part of the cost of such system.

"Cost of Replacements and Necessary Improvements" when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the cost of acquiring, installing or constructing replacements and necessary improvements which do not increase the capacity or scope of the UOSA Plant and the UOSA Delivery System, and shall embrace the cost of all labor and materials, the cost of all lands, property, rights, easements, franchises and permits acquired which are deemed necessary for such acquisition, installation or construction, interest during any period of disuse during such acquisition, installation or construction, the cost of all machinery and equipment, financial charges, cost of engineering and legal expenses, plans, specifications, and such other expenses as may be necessary or incident to such acquisition, installation or construction.

"DEQ" shall mean the Virginia Department of Environmental Quality and/or the State

Water Control Board or any other agency or agencies of the Commonwealth of Virginia or the United States, which may succeed to their duties.

"Industrial Wastewater" shall mean any water which, during manufacturing, processing or assembling operations, comes into direct contact with or results directly from the processes of production or use of any raw material, intermediate product or finished product. As used herein, the word sewage shall include Industrial Wastewater.

"Meters" shall mean any device for measuring the flow of sewage.

"mgd" shall mean million gallons per day based on the highest average of any 30 consecutive day flow.

"Occoquan Policy" shall mean the DEQ State Water Control Board's Policy for Waste Treatment and Water Quality Management in the Occoquan Watershed, dated July 26, 1971, as the same has been or may be revised from time to time.

"Partial Cash Funded Project" shall mean one or more facilities or portions thereof (including replacements or improvements) which is described in and qualified under Sections 4.11 and 4.12 herein.

"Points of Delivery" shall mean the location of the connections made by Political Subdivisions at any point along the UOSA Delivery System for the delivery of sewage to UOSA. Connections may be added or changed to other locations along the UOSA Delivery System only by agreement between UOSA and the Political Subdivisions making such connection.

"Political Subdivisions" shall mean the Cities of Manassas and Manassas Park, as municipal corporations of the Commonwealth of Virginia, and the Counties of Fairfax and Prince William, as counties of the Commonwealth, as they now or may be hereafter constituted.

"Project" shall mean UOSA's advanced waste treatment system, consisting of the

UOSA Delivery System, the UOSA Plant, and Auxiliary Facilities approved and undertaken at the discretion of UOSA pursuant to the terms of this Agreement, including any replacements, modifications, improvements or authorized expansions.

"Reserves" shall mean (unless modified with the approval of all Political Subdivisions) all amounts held by UOSA as reserves which shall not exceed (1) an amount equal to the next year's estimated expenditures for operation and maintenance; (2) depreciation in a minimum amount required by law and the Trust Agreement; (3) funds necessary to pay principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds as they become due and payable; and (4) a margin of safety for making debt service payments not to exceed the highest year's payments for principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds.

"Septage Receiving Facility" shall mean that portion of the UOSA Plant, which accepts septage for treatment.

"Service Area" shall mean that portion of the watershed of Occoquan Creek and its tributaries lying above the confluence of Occoquan Creek and Bull Run, save and except the Cedar Run Watershed and that portion of the Occoquan Creek Watershed in Prince William County lying generally to the south of the centerline of Occoquan Creek, and being within the geographic boundaries of the Political Subdivisions. These geographic boundaries of the Service Area shall be determined more exactly from time to time by UOSA.

"Trust Agreement" shall mean, collectively, any resolution, trust agreement or indenture authorizing and securing Bonds to which UOSA is a party.

"Trustee" shall mean the trustee designated in any Trust Agreement.

"UOSA" shall mean the Upper Occoquan Sewage Authority, a public body politic and

corporate duly created pursuant to the Act by the Councils of the Cities (then Towns) of Manassas and Manassas Park and the Boards of Supervisors of Fairfax and Prince William Counties and by a certificate of Incorporation issued by the State Corporation Commission of Virginia on April 1, 1971.

"UOSA Delivery System" shall mean the regional delivery system of trunk or interceptor sewers now existing or to be expanded, constructed or modified, owned and/or operated by UOSA, including power supplies, pumping facilities, force mains, flow measurement devices and retention basins, to transport sewage from Points of Delivery to the UOSA Plant, all as shown on Exhibit A attached hereto.

"UOSA Plant" shall mean the advanced waste treatment plant now existing and as it may be expanded, constructed, or modified, owned and operated by UOSA, including administration buildings, plant offices, laboratory building, retention and ballast basins, power supplies and necessary appurtenances and equipment, for the treatment of sewage and the utilization and/or disposal of residuals and by-products in conformance with requirements of the Occoquan Policy and DEQ.

"VPDES Permit" shall mean the Virginia Pollution Discharge Elimination System permit or any permit of a different name which may hereafter authorize what is now permitted by a VPDES permit.

Section 1.2. UOSA and the Political Subdivisions each represent and warrant that they have full power and authority to enter into and perform this Agreement.

ARTICLE II

Term of Agreement

Section 2.1. This Agreement shall remain in full force and effect until December 31, 2049, and thereafter as may be provided by concurrent resolution of the member Political Subdivisions, which are then parties thereto. This Agreement may not be terminated by or as to any party until December 31, 2012 and thereafter until all Bonds have been paid or provision made for their payment.

Section 2.2. Subject to the limitation of Section 2.1, and the fulfillment of all conditions therein, any party to this Agreement may withdraw from UOSA and terminate all of its obligations under this Agreement. No sponsoring Political Subdivision of an Auxiliary Facility may withdraw from UOSA so long as the Auxiliary Facility Agreement is in effect. No such termination shall become effective until three years after written notice thereof shall have been given to each of the other parties hereto. Withdrawal and termination by one Political Subdivision shall not terminate this Agreement as to any other Political Subdivision.

ARTICLE III

Financing, Construction and Operation of Facilities

Section 3.1. UOSA is authorized and directed to proceed with the expansion of the capacity of the UOSA Plant to 54 mgd and sewerage system improvements identified as Phases I, II, and III of the CH2M HILL Preliminary Engineering Report, dated July 1987 (PER) that are part of the UOSA Delivery System, the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 54 mgd.

Section 3.2. UOSA is authorized and directed to proceed with the expansion of the

UOSA Flat Branch Delivery System from 54 mgd to 64 mgd as identified in the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary to make related improvements to the UOSA Delivery System.

Section 3.3. UOSA is authorized and directed to proceed with the construction, alterations and improvements required by DEQ to install nutrient reduction facilities and systems in the UOSA Plant and such other improvements as are necessary or beneficial to ensure compliance with DEQ regulations.

Section 3.4 UOSA is authorized and directed to proceed with the construction, alterations and improvements referred to as "hydraulic improvements", which are only those improvements that are specifically identified in the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, and such beneficial changes as are necessary to carry out the project identified therein and comply with regulatory requirements.

Section 3.5. UOSA has acquired approximately 210 acres of additional land in anticipation of its future needs. Such acquisition cost and/or debt shall be charged to the Political Subdivisions as may be necessary as an item specified in Section 6.1(c).

Section 3.6. UOSA shall direct the Trustee to deposit any balance of construction funds remaining from any issue of Bonds after completion of the improvements for which such Bonds were issued in a separate account pursuant to the Trust Agreement. Such funds shall be used and credited by UOSA as set forth in Section 6.4 (h).

Section 3.7. A Political Subdivision shall have the right to approve additional locations and capacity of sewer lines forming a part of the UOSA Delivery System, which are located within its boundaries and are not authorized by the expansion referenced in Section 3.1. UOSA

shall not construct additional lines within a Political Subdivision without prior authorization of that Political Subdivision.

Section 3.8. UOSA shall expand (as herein authorized), operate and maintain the UOSA Plant and the UOSA Delivery System in an efficient and economical manner, making all necessary and proper repairs, improvements, replacements and renewals, consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of DEQ and the Occoquan Policy.

Section 3.9. UOSA is authorized and directed to proceed with the expansion of the UOSA Plant and Delivery System to 60 mgd as identified in the October 2020 Master Plan to Address Increasing Flows and Loads at the Millard H. Robbins, Jr. Water Reclamation Plant prepared by Jacobs, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 60 mgd.

ARTICLE IV

Obligations of Political Subdivisions

Section 4.1. The Political Subdivisions shall deliver to UOSA at Points of Delivery all sewage collected by them in the Service Area and, except as expressly permitted by this Agreement, shall not permit or provide for the treatment of sewage collected by them in the Service Area in any other manner. The Political Subdivisions shall be responsible for delivering sewage collected by them in the Service Area to UOSA at Points of Delivery and for financing, construction, operation and maintenance of all facilities for the collection and delivery of sewage to Points of Delivery.

Section 4.2. The Political Subdivisions recognize that the capacity of the UOSA Plant

will be regulated by DEQ and that allocations of UOSA Plant capacity will have to be made to avoid overloading. Each of the Political Subdivisions covenants and agrees not to exceed its UOSA Plant capacity as allocated from time to time. Each Political Subdivision has the primary responsibility for the necessary actions to insure that its wastewater flows to the UOSA Plant remain within such Political Subdivision's allocated share of DEQ certified flow capacity for the UOSA Plant.

Section 4.3. At such time as any Political Subdivision is advised by UOSA that for each month during its average flow for any three consecutive thirty day month period, during the past 48 months has reached that Political Subdivision's 30 day rolling average flow exceeded 95% of its allocated capacity in the UOSA Plant, such Political Subdivision shall temporarily terminate the issuance of permits which allow- start of construction on projects in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's UOSA Plant capacity is increased by reason of reallocation, arrangements are made for sewage from the Service Area in excess of its allocation to be treated outside the Occoquan Watershed, or it is has been advised by UOSA that it may deliver additional sewage to UOSA, and such advice has not been revoked.

Section 4.4. Each of the Political Subdivisions covenants and agrees to pay promptly, when due, charges of UOSA as determined pursuant to Article VI and billed to it from time to time; provided, however, that all such charges shall be payable solely from revenues received by each Political Subdivision (or transferee or Authority or other legal entity created thereby as described in Section 4.8) from the charges to be paid by the users of its sewerage system and available to it for such purposes including availability fees, connection fees, service fees or any other fees, and other system revenues.

Section 4.5. Each of the Political Subdivisions covenants and agrees to fix and collect (or cause to be fixed and collected) from the users of its sewerage system charges sufficient to make the payments required of it under this Agreement. UOSA will provide each Political Subdivision with information as to the minimum charge necessary for such Political Subdivision's required payments.

Section 4.6. Each of the Political Subdivisions will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body, including UOSA. Upon receipt of a notice of violation by an authorized regulatory body, the Political Subdivision shall proceed to comply with such rules or regulations within a reasonable time considering the exigencies of the circumstances.

Section 4.7. Each of the Political Subdivisions covenants and agrees (subject to provisions of its charter, if applicable) that it will not enter into any contract providing for sewage treatment with any party having sewage flows originating within the geographic boundaries of other Political Subdivisions that are members of UOSA without the prior approval of such other Political Subdivision; provided, however, that such right of approval shall not be construed to limit the power of DEQ to fulfill its function under the law.

Section 4.8. (a) Each Political Subdivision agrees not to sell, transfer or dispose of its sewerage system unless:

(i) Such transfer is to another governmental unit within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended;

(ii) The transferee agrees to comply with the terms of this Agreement to the extent applicable to sewage delivered to UOSA;

(iii) The transferee agrees to fix and collect rates and charges sufficient to satisfy the obligation of the transferring Political Subdivision under Section 4.5;

(iv) The transferee agrees to make the payments to UOSA required to be made by the transferring Political Subdivision to the extent such payments are not made by the Political Subdivision; and

(v) The sale, transfer or disposition is approved by UOSA.

Notwithstanding the foregoing, no such sale, transfer or disposition will release the transferring Political Subdivision from any obligation or liability under this Agreement or affect any agreement or understanding between the Political Subdivision and the transferee.

(b) In the event that a Political Subdivision creates or has created an Authority or other legal entity to act as its agent, for the purposes of collecting sewage in the Service Area and/or for billing and collecting fees or charges to be paid by the users of a sewerage system located in the Service Area, such Political Subdivision shall not be relieved of its obligations under this Agreement. Such Political Subdivision shall require any Authority or other legal entity it creates to comply fully with this Agreement with respect to all sewage collected within the Service Area and shall nonetheless remain responsible for any noncompliance. The Political Subdivision shall cause such Authority or other entity to covenant and agree to fix and/or collect from the users of its sewerage system charges sufficient to make the payments required under this Agreement. A Political Subdivision which creates or has created such an entity shall ensure that UOSA has the same rights as that Political Subdivision to enforce the setting and collecting of rates and the payment of charges to UOSA. To the extent that any such Authority or other legal entity agrees to charge, collect and pay all or any part of Political Subdivision's obligations to UOSA, such agreement shall supplement and not be in lieu

of the Political Subdivision's covenant and agreement to charge, collect and pay UOSA as provided in this Agreement.

Section 4.9. All parties hereto and any Authority or other entity described in Section 4.8.(b) will pursue diligently the abatement of inflow and infiltration.

Section 4.10. (a) Notwithstanding anything to the contrary in this Agreement, UOSA may contract with a Political Subdivision(s) to undertake the operation and (with the agreement of UOSA and the sponsoring Political Subdivision(s)) ownership of an Auxiliary Facility sponsored by that Political Subdivision(s) pursuant to an Auxiliary Facility Agreement, when authorized and approved by unanimous consent of the UOSA Board, with all eight members present and voting, in its sole discretion after having confirmed by resolution that:

(i) UOSA has determined that such alternative disposal of Industrial Wastewater to the Auxiliary Facility shall not violate the Occoquan Policy; and

(ii) the Auxiliary Facility shall not be detrimental to UOSA, the water supply, the Project or the operation thereof.

(b) Notwithstanding any other provision of this Agreement, all Auxiliary Facility Expenses shall be the sole and full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility. Any payment UOSA is required to make as a consequence of its undertaking, ownership or operation of the Auxiliary Facility shall be conclusively deemed an expense chargeable to the sponsoring Political Subdivision(s) only and no other Political Subdivisions shall be responsible or required to reimburse UOSA for any expenses, obligations, damages, costs or liabilities whatsoever that are directly or indirectly associated with such Auxiliary Facility.

(c) In addition to such other terms as the Board may decide upon,

the Auxiliary Facility Agreement shall include, and if not there set out shall be deemed to include, the following provisions:

- (i) that any required VPDES permits shall be issued to UOSA and UOSA shall have all necessary authority to ensure compliance with such permits, relevant laws and regulations and the efficient operation and control of such Auxiliary Facility;
- (ii) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall have the sole and full responsibility for all Auxiliary Facility Expenses, and neither UOSA shall be caused a diminution of revenue, nor the other Political Subdivisions be burdened with any Auxiliary Facility Expenses;
- (iii) that the Political Subdivision(s) which sponsors(s) such Auxiliary Facility shall, to the full extent permitted by law, provide indemnification to, and hold harmless, UOSA and the other Political Subdivisions for all such expenses, obligations, damages, costs and liabilities, including attorney fees, court costs and litigation expenses in any way associated with claims or causes of actions arising out of the Auxiliary Facility or the enforcement of the hold harmless obligation and the right to indemnification;
- (iv) that UOSA, in addition to all other rights by law or contract, shall have the right to terminate the operations of the Auxiliary Facility, upon reasonable notice to the sponsoring Political Subdivision, if any of the requirements of this Agreement or the Auxiliary Facility Agreement are breached by the sponsoring Political Subdivision;

(v) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall be responsible for financing, construction, operation and maintenance of all facilities for the collection and delivery of Industrial Wastewater to that Auxiliary Facility and for the conveyance of the treated effluent to the VPDES permit approved point of discharge.

(d) Any Political Subdivision, whether or not a party to an Auxiliary Facility Agreement, may sue to enforce the terms of such Auxiliary Facility Agreement. The party substantially prevailing in such litigation shall be awarded its reasonable attorneys fees and costs incurred with respect to the issues upon which it prevailed.

(e) Any Authority created by a Political Subdivision may be a party to any Auxiliary Facility Agreement to which the Political Subdivision is a party, with such rights, duties and obligations as the parties shall agree. In no event shall such an Auxiliary Facility Agreement be assignable without the written consent of UOSA and such assignment shall be only to another Political Subdivision.

(f) Delivery of Industrial Wastewater by a Political Subdivision to an Auxiliary Facility pursuant to this Section shall be deemed delivery to UOSA as required in Section 4.1 herein.

Section 4.11. If one or more of the Political Subdivisions wants to be permitted to deposit cash to fund all or a portion of that Political Subdivision's costs of one or more projects or a designated portion of an identified UOSA program to be funded by Bonds (or other financing) authorized by this Agreement, then for purposes of this Agreement, such project or projects or portion of a program shall be deemed to be a Partial Cash Funded Project if the additional conditions set forth in this Section and Section 4.12 are met. A

request for a Partial Cash Funded Project shall be made in writing at least 90 days prior to the issuance of such Bonds (or other financing) authorized by this Agreement and shall include:

- (a) The portion or amount of the desired deposit; and
- (b) An acknowledgement that such Political Subdivision shall continue to be obligated under the provisions of Section 6.1(c) to make payments to UOSA to restore the balance in any debt service reserve with respect to the Bonds for such project, even if the entire respective portion of the costs of such project has been deposited by the Political Subdivision and it therefor has no responsibility for regular payments for principal, premium, if any, or interest on such Bonds.

All monies relating to the same project, whether cash or financed funds, shall be maintained and administered in one fund. Any excess monies at the conclusion of the project shall be used for future project costs as may be permitted by the Bond (or other financing) documents in accordance with each member Political Subdivision's allocation of the costs of such project or projects or program.

Section 4.12. Before issuance of the Bonds (or other financing) for the Partial Cash Funded Project shall occur, the following three criteria must be met:

- (a) a unanimous vote by the UOSA Board to allow a project to be a Partial Cash Funded Project;
- (b) evidence satisfactory to it that the ratings on the Bonds for the Partial Cash Funded Project will be at least as high as the ratings on outstanding (but not defeased) Bonds of UOSA with which the Bonds to be issued will be secured in parity, unless the reduced rating can be attributed wholly to matters not associated with the financing qualifying as a Partial Cash Funded Project; and

(c) from the Political Subdivision or Subdivisions making the request under Section 4.11, the deposit with the trustee for the Bonds financing the Partial Cash Funded Project of cash in an amount equal to the portion of the cost of the Partial Cash Funded Project (not including Bond issuance expenses or initial reserve deposits) identified by the Political Subdivision or Subdivisions as the portion for which it intends to provide cash in lieu of a borrowing. Such Deposit shall include that Political Subdivision's share of the project costs to be financed, as well as that Political Subdivision's proportionate share of the fixed costs of borrowing (such as bond rating agency and financial advisor costs, etc.), but shall not include the variable costs of the borrowing which are calculated as a percentage of the borrowing (underwriting fees and initial reserve deposit). The proportionate share of the fixed costs of borrowing is based on the allocation of project costs (as set forth in Section 6.4) compared to the allocation of total project costs being funded. Project cost allocations and the proportionate share of fixed costs for a project to increase UOSA plant capacity beyond 54 mgd would have to be defined through a future Service Agreement Amendment.

ARTICLE V

Obligations of UOSA

Section 5.1. Subject to the provisions of this Agreement, UOSA shall accept and treat all sewage delivered by the Political Subdivisions at Points of Delivery up to their respective allocated (or reallocated per Section 5.4) UOSA Plant capacities. UOSA shall also accept and treat septage delivered to the Septage Receiving Facility in accordance with Section 5.7. UOSA shall be under no obligation to treat sewage at the UOSA Plant delivered by any Political Subdivision in excess of its allocated (or reallocated per Section 5.4) UOSA Plant capacity.

Subject to the other provisions of this Agreement, UOSA shall accept and treat Industrial Wastewater at any Auxiliary Facility in accordance with the terms of the respective Auxiliary Facility Agreement.

Section 5.2. UOSA shall not request DEQ certification for any additional UOSA Plant capacity for a specific Political Subdivision unless so requested by the governing body of such Political Subdivision. Any increase in certified UOSA Plant capacity shall be subject to UOSA and the Political Subdivisions meeting all applicable requirements of the Occoquan Policy. Any increase in certified UOSA Plant capacity shall be allocated to and paid for by Political Subdivisions requesting such increases in certification (to include reimbursement to the other Political Subdivisions for any capital contributions previously made in excess of the revised percentage allocations).

Section 5.3. Prior to DEQ issuing a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the capacity allocation was as follows:

Fairfax County	9.9149 mgd
Prince William County	8.6781 mgd
City of Manassas	6.6813 mgd
City of Manassas Park	1.7257 mgd
	27.0000 mgd

Section 5.4. Any Political Subdivision may reallocate any portion of its allocated UOSA Plant capacity to any other Political Subdivision on such terms as may be mutually agreeable, subject to approval of UOSA. The Political Subdivisions shall give UOSA written notice of any such transfer and UOSA shall change the UOSA Plant capacity allocations on its books and records. However, these reallocations shall not alter the obligations of each Political Subdivision

as set forth in Sections 6.1(b) and (c) and Sections 6.3 and 6.4.

Section 5.5. (a) At such time that DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd but less than 54 mgd, the allocation of the first 27 mgd was as set forth in Section 5.3 and the allocation of capacity above 27 mgd to 54 mgd was in the following percentages:

	<u>Percentage of Additional Capacity</u>
Fairfax County	65.5%
Prince William County	26.4%
City of Manassas	3.7%
City of Manassas Park	<u>4.4%</u>
	100.0%

(b) At such time that DEQ issues a Certificate to Operate the UOSA Plant at a capacity of 60 mgd, the allocation of additional capacity from 54 mgd to 60 mgd shall be as follows:

	<u>Percentage of Additional Capacity</u>
<u>Fairfax County</u>	<u>0%</u>
<u>Prince William County</u>	<u>50%</u>
<u>City of Manassas</u>	<u>50%</u>
<u>City of Manassas Park</u>	<u>0%</u>

Section 5.6 (a) -As of January 3, 2005, the date DEQ issued a Certificate to Operate the UOSA Plant at a capacity of 54 mgd, the allocation of capacity became as follows:

	<u>Total Capacity Allocation</u>	<u>Percentage of Total Capacity</u>
Fairfax County	27.5999 mgd	51.1109%
Prince William County	15.7971 mgd	29.2539%
City of Manassas	7.6893 mgd	14.2395%
City of Manassas Park	<u>2.9137 mgd</u>	<u>5.3957%</u>
	54.0000 mgd	100.0000%

(b) At such time as DEQ issues a Certificate to Operate the UOSA Plant at 60

mgd, the allocation of capacity shall be as follows:

	Total Capacity Allocation (mgd)*	Percentage of Total Capacity*
Fairfax County	27.5999	45.9998%
Prince William County	18.7971	31.3285%
City of Manassas	10.6893	17.8155%
City of Manassas Park	2.9137	4.8562%
Fairfax County		

*Does not include any reallocations or sales of capacity between jurisdictions pursuant to Section 5.4.

Section 5.7. UOSA may, with the consent of the appropriate Political Subdivision and in accordance with rates lawfully established by UOSA, contract with and license any person, corporation or association operating a septic tank cleaning or similar service for the treatment of septage collected in a Political Subdivision. UOSA may also so contract with a Political Subdivision or an Authority which licenses septage haulers for the treatment of septage collected in a Political Subdivision and delivered to the septage Receiving Facility as long as such contract is in accordance with rates lawfully established by UOSA. All such septage shall be counted against the allocated UOSA Plant capacity of the appropriate Political Subdivision. Notwithstanding any provision in this Agreement to the contrary, UOSA shall allocate the costs of operating the Septage Receiving Facility in proportion to the amount of septage received from each Political Subdivision. All revenues derived from the use of the Septage Receiving Facility paid to UOSA from septage hauls originating in a Political Subdivision shall be deducted from that Political Subdivision's costs.

Section 5.8. UOSA covenants and agrees that it will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body. Upon receipt of a notice of violation by any authorized regulatory body, UOSA shall proceed to comply with such rules and regulations within a

regulatory body, UOSA shall proceed to comply with such rules and regulations within a reasonable time considering the exigencies of the circumstances.

ARTICLE VI

Rates and Charges

Section 6.1. UOSA shall fix and determine from time to time charges for the use of the UOSA Plant and UOSA Delivery System. Such charges shall be established by UOSA at such levels as may be necessary to provide funds, together with other available funds, sufficient at all time to pay:

- (a) the cost of operation and maintenance of
 - (1) the UOSA Plant, including reasonable reserves for such purposes,
 - and
 - (2) the UOSA Delivery System, including reasonable reserves for such purposes;
- (b) the Cost of Replacements and Necessary Improvements of
 - (1) the UOSA Plant, including reasonable reserves for such purposes,
 - and
 - (2) the UOSA Delivery System, including reasonable reserves for such purposes; and

(c) the principal of, premium, if any, and interest on the Bonds, the Cost of the UOSA Plant and UOSA Delivery System not paid with Bond proceeds, or any other monies due under the Trust Agreement, as the same become due, and required reserves therefore on Bonds issued to finance the Cost of

- (1) the UOSA Plant, and
- (2) the UOSA Delivery System.

Reserves accumulated by UOSA may be used to the extent permitted by the Trust Agreement to meet the reasonable Cost of Replacements and Necessary Improvements, which do not increase the capacity or scope of the UOSA Plant and UOSA Delivery System. The Political Subdivisions recognize that reserves may not be available at all times, and they may be billed for the Cost of Replacements and Necessary Improvements as needed.

For purposes of Section 6.4(a) - (f), with respect to any Partial Cash Funded Project, the phrase "all charges due or incurred under 6.1(c)" shall be determined pursuant to Section 6.11.

Section 6.2. The total charges determined pursuant to Section 6.1(a) shall be paid by each Political Subdivision in proportion to the ratio, which its annual flow as metered through the Points of Delivery bears to the total annual flow received at the UOSA Plant. Indirect costs of administration and overhead shall be allocated on the same basis as Section 6.1(a) charges.

Section 6.3. Prior to the time DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) were paid by each Political Subdivision in accordance with the following percentages:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

At such time as DEQ issued or will issue in the future a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation

bears to the total maximum capacity allocation of all Political Subdivisions.

Section 6.4. The total charges determined pursuant to Section 6.1(c) shall be paid by each Political Subdivision in accordance with the following percentages:

(a) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System up to 27 mgd:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

(b) For all charges due or incurred under 6.1(c) for expanding the UOSA Plant and Delivery System from 27 mgd to 54 mgd:

	<u>I Plant Expansion</u>	<u>II Delivery System Expansion</u>
Fairfax County	65.5%	51.1109%
Prince William County	26.4%	29.2539%
City of Manassas	3.7%	14.2395%
City of Manassas Park	4.4%	5.3957%

* Identified as Sewerage System Improvements Phases I, II and III in the CH2M HILL Preliminary Engineering Report dated July 1987 (PER), the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and related Costs.

(c) For all charges due or incurred under 6.1. (c) for expanding the UOSA Flat Branch Delivery System from 54 mgd to 64 mgd:

Prince William County	90%
City of Manassas	10%

The Flat Branch Delivery System costs for expanding from 54 mgd to 64 mgd shall be calculated

as 9.3 percent of the total costs for the projects identified in the Hazen and Sawyer engineering analysis, dated July 12, 2005. The remainder, or 90.7 percent, of the total costs identified in that analysis are associated with expanding the Flat Branch Delivery System from 27 mgd to 54 mgd and shall be charged based on the UOSA Delivery System percentage shown in Section 6.4. (b).

(d) For all charges due or incurred under 6.1 (c) for incorporating nutrient reduction facilities and systems into the UOSA Plant authorized by Section 3.3:

Fairfax County	45.5554%
Prince William County	32.9576%
City of Manassas	16.0913%
City of Manassas Park	5.3957%

(e) For all charges due or incurred under 6.1. (c) "Hydraulic Improvements" authorized by Section 3.4:

Fairfax County	28.52%
Prince William County	57.13%
City of Manassas	12.44%
City of Manassas Park	1.91%

Pursuant to the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, the Section 3.4. Hydraulic Improvements are based on peak flows of 95 mgd from UOSA's Flat Branch Pump Station and peak flows of 68.5 from pump stations within Fairfax County, for a total peak flow of 163.5 mgd. The Political Subdivisions agree that should additional peak flows necessitate additional hydraulic capacity improvements beyond those identified in the Technical Memorandum, the cost of such additional hydraulic capacity improvements shall be borne by the Political Subdivision(s) which generates the necessity for such additional improvements.

(f) All charges due or incurred under 6.1. (c) for any Cost of Replacements and Necessary Improvements (including repairs and renewals) for which Bonds are issued shall

be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation, as set forth in the then current Certificate to Operate, of all the Political Subdivisions.

(g) A Political Subdivision may pre-pay its debt service obligations so long as such pre-payment does not affect adversely the tax status of any Bonds. UOSA, at its option, may apply all or a portion of any such pre-payment and any earnings therefrom (1) to the subsequent debt service obligations of the pre-paying Political Subdivision as they become due, or (2) to effect a redemption of all or a portion of such Political Subdivision's share of outstanding Bonds. In the event of any such redemption, the pre-paying Political Subdivision's share of debt service obligations (with respect to the Bond issue of which the redeemed Bonds were a part) shall be reduced correspondingly by the amount of the redemption.

(h) Subject to the provisions of the Trust Agreement, residual funds from past or future Bond offerings shall be applied to authorized expansions or Costs of Replacements or Necessary Improvements and shall be credited toward each Political Subdivision's obligation in proportion to the Political Subdivision's obligations in Article VI on the project or projects from which the funds are derived.

(i) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System from 54 mgd to 60 mgd:

<u>Fairfax County</u>	<u>0%</u>
<u>Prince William County</u>	<u>50%</u>
<u>City of Manassas</u>	<u>50%</u>
<u>City of Manassas Park</u>	<u>0%</u>

Section 6.5. Should DEQ certify additional capacity in the UOSA Plant after a request from a Political Subdivision or Political Subdivisions upon approval by UOSA, the total charges

for Section 6.1(c) shall be adjusted as outlined in Section 5.2. The charges determined pursuant to Section 6.1(c) for any additional UOSA Plant capacity added in the future shall be paid in accordance with the maximum capacity allocation specified by the amendment to this Agreement which authorize such additions, or as otherwise provided in such amendments.

Section 6.6. The charges pursuant to Section 6.1(c) to be paid by a Political Subdivision shall be increased for each month the actual quantity of sewage from such Political Subdivision, as determined by the highest average of any 30 consecutive day flow ending during the calendar month, exceeds its UOSA Plant capacity allocation (or reallocation pursuant to Section 5.4 or Section 6.5). In such an event, a Political Subdivision shall pay additional charges ("Additional Charges") pursuant to Section 6.1(c) as if the UOSA Plant capacity had been available and allocated, provided that such Additional Charges shall not purchase any additional rights for the use of the UOSA Plant by such Political Subdivision and in no way condones such excess flows. These Additional Charges shall be applied to the reimbursement, on a pro rata basis, to such other Political Subdivisions to the extent their highest average of any 30 consecutive day flow ending during that calendar month was less than their allocated capacity . To the extent the Additional Charges exceed such reimbursement, they shall be deposited in an escrow account to be used for the purposes of defraying the Cost of expansion, capital improvements or studies of future expansions of the UOSA Plant and UOSA Delivery System. Any reimbursements under this section shall not alter the Political Subdivision's obligation to pay its share of the charges required by Section 6.1. (c).

Section 6.7. No Political Subdivision shall discharge sewage to UOSA which exceeds its allocated share (or reallocated share pursuant to Section 5.4 or Section 6.5) by weight or concentration of the total design capacity of the UOSA Plant or cause UOSA to exceed any

lawful limitations imposed upon its discharge. A Political Subdivision's allocated share of the total designed UOSA Plant loadings shall be the same percentage as its allocated percentage of total UOSA Plant design flow (mgd). At such time as any Political Subdivision is advised by UOSA that during each month of any three consecutive month period, that Political Subdivision's 30 day rolling average its pollutant discharge exceeds load discharged exceeded its allocated share of total designed UOSA Plant loadings, such Political Subdivision shall proceed to take such measures as may be necessary to bring its discharges into compliance and shall temporarily terminate the issuance of permits which would result in any increase in the excessive loading in that portion of the UOSA Service Area in the Political Subdivision until its the exceeding Political Subdivision's allocated share of total UOSA Plant loadings is increased by reason of reallocation or it is has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked. During the period of noncompliance, UOSA may assess the Political Subdivision costs for the treatment of the excess loading. All monitoring costs during the noncomplying period shall be borne by the noncomplying Political Subdivision.

Section 6.8. UOSA may present charges (including charges with respect to Auxiliary Facilities) based on budget estimates, subject to adjustment on the basis of an independent audit at the end of each fiscal year. All charges of UOSA shall be payable upon presentation. In the event any Political Subdivision shall fail to make payment in full within 30 days after presentation, interest on such unpaid amounts shall accrue at the highest rate of interest payable by UOSA on any of the Bonds then outstanding until such amounts and interest thereon have been paid in full. UOSA may enforce payment by any remedy available at law or in equity.

Section 6.9. UOSA shall provide Meters where necessary to determine and record on a continuing basis the quantities of sewage delivered by each Political Subdivision. Meters shall be

tested by UOSA for accuracy not less than once every two years. At the request of any Political Subdivision, UOSA shall test any Meter for accuracy at any time; provided, however, that should such Meter prove to be accurate within a range of plus or minus 2%, the cost of the Meter test shall be borne by the requesting Political Subdivision. In the event any Meter shall fail to record correctly the flow of sewage for any period of time, UOSA shall estimate the amount of flow on the basis of prior experience.

Section 6.10. Notwithstanding anything in this Agreement to the contrary:

(a) Industrial Wastewater delivered to and treated at an Auxiliary Facility shall not be considered as flows to the UOSA Plant for the determination of allocated capacity in the UOSA Plant or as annual flows received at the UOSA Plant for the determination of rates and charges under Section 6.2; and

(b) All Auxiliary Facility Expenses, which are the full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility, shall be budgeted, presented and collected by UOSA from the sponsoring Political Subdivision separate from and in addition to the other charges established by this Article VI.

Section 6.11. Political Subdivisions which funded cash deposits for a Partial Cash Funded Project, to the extent such deposits were in lieu of their responsibility for the borrowing, shall not be charged for payment of principal of, premium, if any, and interest on the Bonds for such Partial Cash Funded Project provided such requesting Political Subdivisions shall be responsible in accordance with Section 6.4(a) - (f) (with the specified percentage or other allocation therein determined as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project) and charged for the related Cost of the UOSA Plant and UOSA Delivery System not paid with Bond or financing proceeds, and other monies due under the Trust

Agreement, as the same become due. It is acknowledged by the parties hereto that such deposit shall not reduce or otherwise affect the obligation of the Political Subdivisions under Section 6.1(c) to make payments for any deficiencies in any required reserves for such project or on such Bonds or bonds refunding such Bonds as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project.

The existence of a Partial Cash Funded Project shall not affect the responsibility of any Political Subdivision under any provision of this Agreement other than Section 6.4 and then only as it relates to a Partial Cash Funded Project. If Bonds which funded a Partial Cash Funded Project are subsequently refunded, the responsibility for the payment of principal of, premium, if any, and interest on the refunding Bonds shall be proportionately the same as for the Bonds for the project, with the responsibility for any deficiencies in the reserves after the initial deposit being allocated in the same percentages as for the refunded Bonds including as to the depositing Political Subdivisions.

Section 6.12. In connection with the issuance of publicly offered Bonds, unless a member Political Subdivision determines that the obligations under any continuing disclosure agreement to be executed therefor are materially different, either in the actions required or the types of information to be disclosed, from the obligations under agreements executed in connection with prior UOSA Bonds, then such agreements, at the option of the member Political Subdivision, may be executed on behalf of a Political Subdivision by responsible officers thereof without a specific vote of the governing body thereof.

ARTICLE VII

Miscellaneous

Section 7.1. This Agreement restates and amends the prior Service Agreement.

Section 7.2. It is recognized by the parties hereto that this Agreement constitutes an essential part of UOSA's financing plan and that this Agreement cannot be amended, modified, or otherwise altered in any manner that will impair or adversely affect the security afforded hereby for the payment of the principal of, premium, if any, and interest on the Bonds, except as provided in the Trust Agreement. The obligations of the Political Subdivisions hereunder or the issuance of the Bonds shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth or of any Political Subdivision thereof. The Bonds shall contain a statement on their face substantially to the effect that neither the faith and credit of the Commonwealth nor the faith and credit of any county, city or town of the Commonwealth are pledged to the payment of the principal of or the interest on such Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate the Commonwealth or any county, city or town of the Commonwealth to levy any taxes whatever therefor or to make any appropriations for their payment.

Section 7.3. This Agreement can be modified or amended only with the consent of UOSA, the Political Subdivisions and the Trustee.

Section 7.4. UOSA shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by the Political Subdivisions through their duly authorized agents. UOSA shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the Political Subdivisions.

Section 7.5. The provision of sewer service to the screened area shown on the plat, dated

April, 1981, attached hereto as Exhibit B and made a part hereof, by an entity other than UOSA shall not be considered a violation of this Agreement, such area being more particularly described as follows:

Beginning at the southeast corner of the property located on Fairfax County Tax Map 68-1 ((1)) parcel 13, then running along the western right-of-way of Route 123 in a northerly direction approximately 1,900 feet to the centerline of Route 620-Braddock Road, then continuing along the western right-of-way line of Route 123 in a northeasterly direction approximately 2,600 feet to the northeast corner of property located at tax map No. 57-3 ((1)) parcel 7A; then following from said corner for approximately 1,400 feet in a northwesterly direction, then 600 feet in a southwesterly direction and 550 feet in a northerly direction to a corner common to George Mason University [tax map 57-3 ((1)) parcel 7A] and Richlynn Development, Inc. (University Square Subdivision) then along the George Mason University property line as follows: for approximately 1,900 feet in a northwesterly direction, approximately 2,750 feet in a southwesterly direction to the northern right-of-way line of Route 620-Braddock Road, then along said right-of-way line in a southeasterly direction for approximately 1,400 feet to the East Fork of Popes Head Creek; then across Braddock Road in a southeasterly direction along the property line of Hazel [tax map No. 68-1 ((1)) parcel 16] for approximately 2,000 feet; then in a southeasterly direction along the properties of Hazel and others for approximately 2,100 feet to the point of beginning, containing approximately 360 acres.

At such time as the UOSA Delivery System is extended to serve the above-described area, such area shall be served by UOSA.

Section 7.6. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors.

Section 7.7. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision hereof.

Section 7.8. This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as one original.

Section 7.9. This Agreement shall become effective upon the last date of the parties

executing this Agreement, as set forth here below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be restated, amended and executed, and their seals to be affixed and attested by their duly authorized officers, all as of the date appearing next to their signatures.

UPPER OCCOQUAN SEWAGE AUTHORITY

Date: _____

BY: _____

(SEAL)
ATTEST:

CITY OF MANASSAS

City Clerk

BY: _____
Mayor

Date: _____

(SEAL)
ATTEST:

CITY OF MANASSAS PARK

City Clerk

BY: _____
Mayor

Date: _____

(SEAL)
ATTEST:

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

Clerk

BY: _____
Chairman

Date: _____

(SEAL)
ATTEST:

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

Clerk

Date: _____

BY: _____
Chairman

#5408398v1

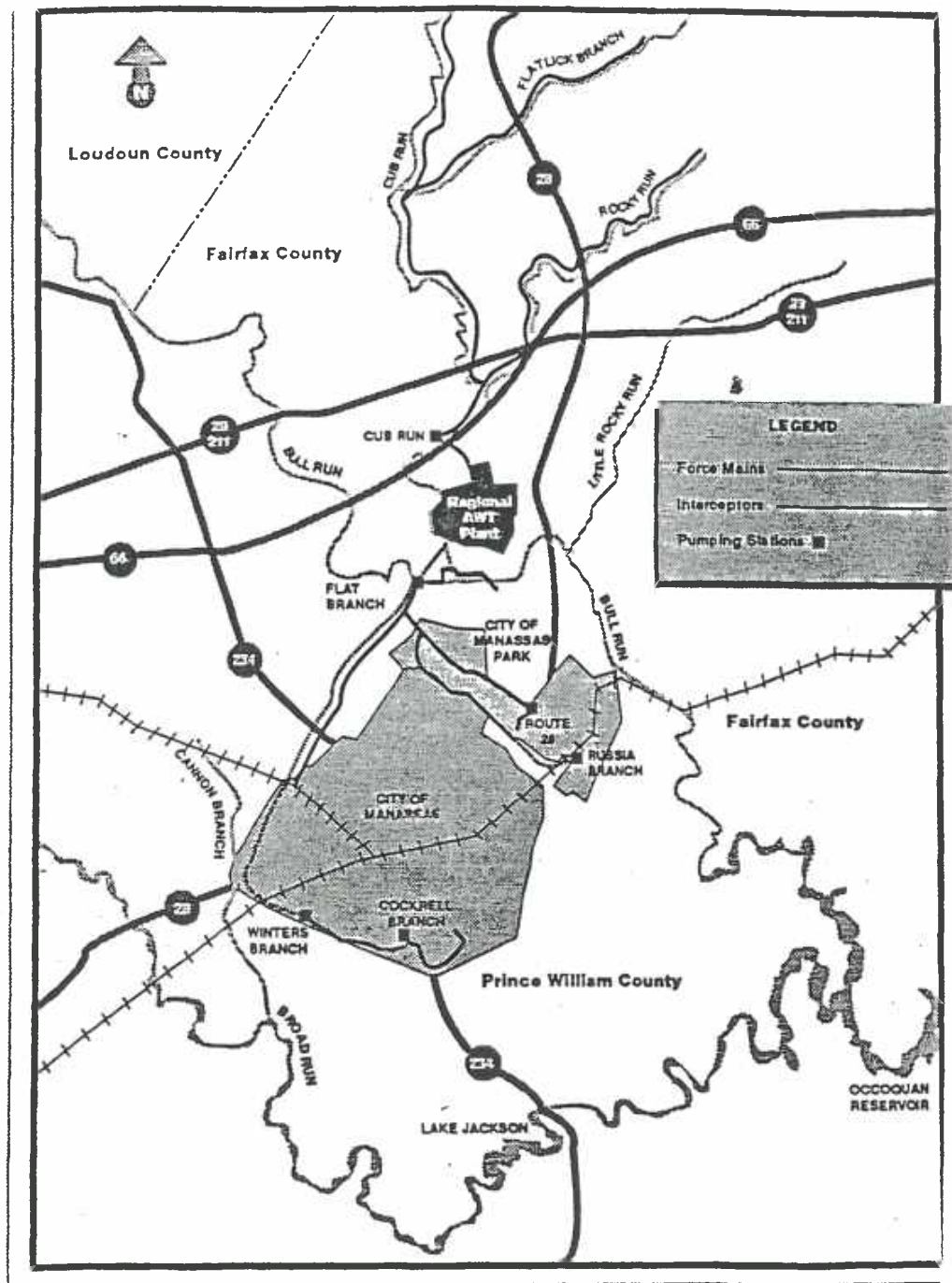
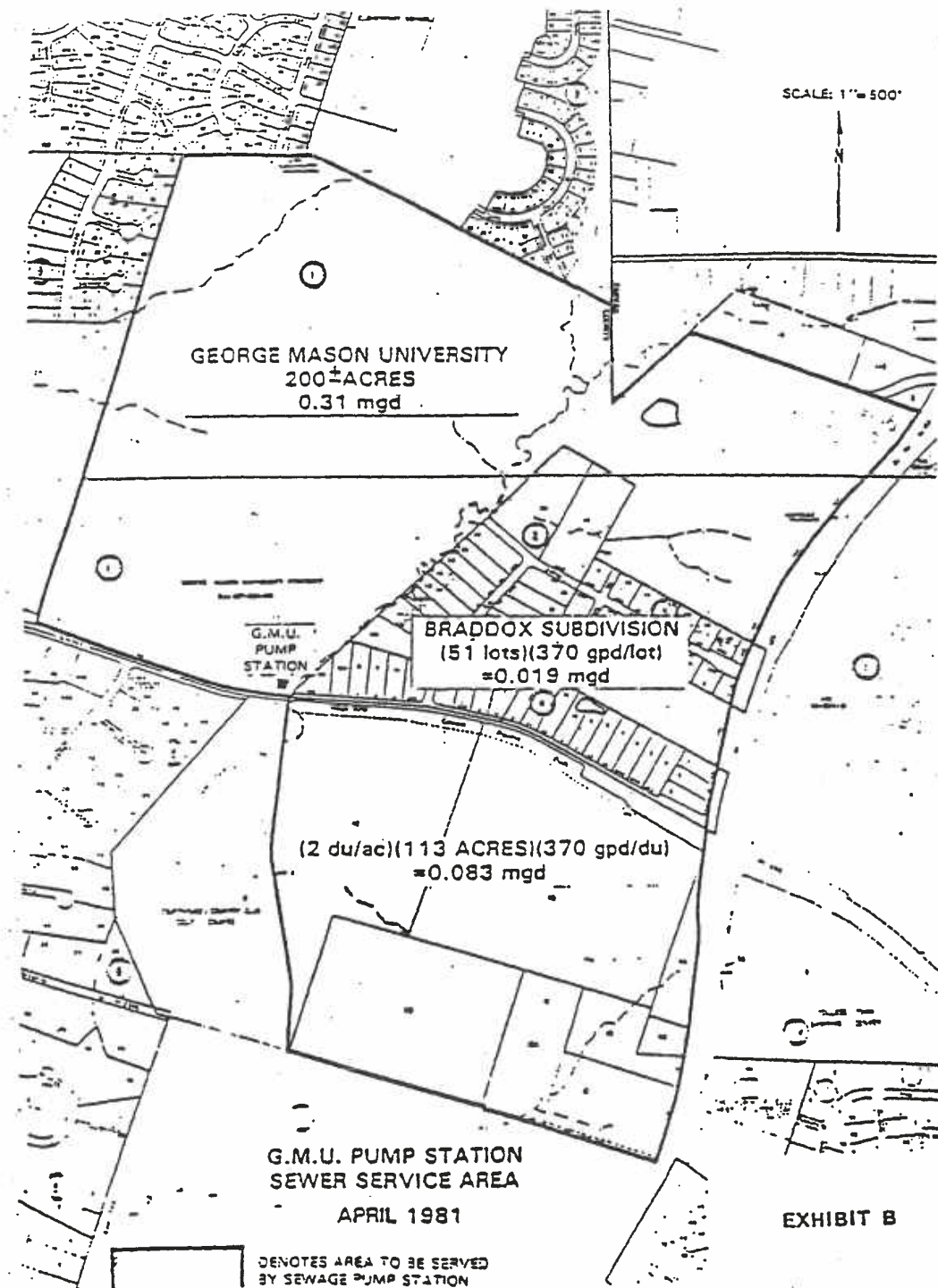


EXHIBIT A

General Location Map
UOSA Delivery System



2022 RESTATED AND AMENDED SERVICE AGREEMENT

THIS AGREEMENT, made as of the 15th day of May, 1972, and restated and amended herein, by and between the UPPER OCCOQUAN SEWAGE AUTHORITY (UOSA), a public body politic and corporate duly created pursuant to the Virginia Water and Waste Authorities Act, and the CITY OF MANASSAS and the CITY OF MANASSAS PARK, municipal corporations of the Commonwealth of Virginia, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY and the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, acting for and on behalf of said counties and the sanitary districts thereof, which are located in whole or in part within the Service Area (hereinafter defined) (such four parties being called collectively the Political Subdivisions and individually a Political Subdivision), provides that:

WHEREAS, the parties entered into a Service Agreement dated as of the 15th day of May, 1972 (the Service Agreement), providing for the treatment of sewage at a regional sewage treatment plant; and

WHEREAS, the Service Agreement has been amended and restated from time to time; and

WHEREAS, the parties desire to restate and amend their Service Agreement and to change the same;

NOW THEREFORE, the Service Agreement is hereby restated and amended as follows:

ARTICLE I

Definitions and Warranties

Section 1.1. The following words as used in this Agreement shall have the following

meanings:

"Act" shall mean the Virginia Water and Waste Authorities Act (§15.2-5100, et seq., Code of Virginia of 1950, as amended, and as it may be amended from time to time).

"Authority" shall refer to any entity other than UOSA formed in accordance with the Act.

"Auxiliary Facility" shall mean any sewage treatment facility other than the UOSA Plant and the UOSA Delivery System, which is 1) limited to the treatment and/or disposal of Industrial Wastewater, 2) sponsored by a Political Subdivision, and 3) to remain at all times under the exclusive operation and control of UOSA.

"Auxiliary Facility Agreement" shall mean a written contract between UOSA and a sponsoring Political Subdivision(s) with respect to an Auxiliary Facility as set forth herein.

"Auxiliary Facility Expense" shall mean all expenses, obligations, damages, costs of whatever nature, including charges by UOSA for indirect costs of administration and overhead, whether directly or indirectly relating to an Auxiliary Facility, its construction, operation, maintenance, de-mobilization and consequential cost, expenses, and damages.

"Bonds" wherever used, shall include notes, bonds, bond anticipation notes or other debt obligations of UOSA whether now outstanding or to be issued in the future.

"Cost" when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the purchase price of any sewage treatment system or the cost of acquiring all of the capital stock of the corporation owning such system and the amount to be paid to discharge all of its obligations in order to vest title to the system or any part thereof in UOSA, the Cost of Replacements and Necessary Improvements, the cost of all lands, properties, rights, easements, franchises and permits acquired, the cost of all machinery and equipment, financing charges,

interest prior to and during construction and for one year after completion of construction, any deposit to any Bond interest and sinking fund reserve account, cost of engineering and legal services, plans, specifications, surveys, estimates of costs and of revenues, other expenses necessary or incident to the determining of the feasibility or practicability of any such acquisition, improvements, or construction, administrative expenses, and such other expenses as may be necessary or incident to the financing herein authorized, to the acquisition, improvements, construction or expansion of the UOSA Plant and the UOSA Delivery System. Any obligation or expense incurred by UOSA in connection with any of the foregoing items of cost and any obligation or expense incurred by UOSA prior to the issuance of Bonds by UOSA for engineering studies and for estimates of cost and of revenues and for other technical or professional services which may be utilized in the acquisition, improvement or construction or expansion of such system, may be regarded as a part of the cost of such system.

"Cost of Replacements and Necessary Improvements" when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the cost of acquiring, installing or constructing replacements and necessary improvements which do not increase the capacity or scope of the UOSA Plant and the UOSA Delivery System, and shall embrace the cost of all labor and materials, the cost of all lands, property, rights, easements, franchises and permits acquired which are deemed necessary for such acquisition, installation or construction, interest during any period of disuse during such acquisition, installation or construction, the cost of all machinery and equipment, financial charges, cost of engineering and legal expenses, plans, specifications, and such other expenses as may be necessary or incident to such acquisition, installation or construction.

"DEQ" shall mean the Virginia Department of Environmental Quality and/or the State

Water Control Board or any other agency or agencies of the Commonwealth of Virginia or the United States, which may succeed to their duties.

"Industrial Wastewater" shall mean any water which, during manufacturing, processing or assembling operations, comes into direct contact with or results directly from the processes of production or use of any raw material, intermediate product or finished product. As used herein, the word sewage shall include Industrial Wastewater.

"Meters" shall mean any device for measuring the flow of sewage.

"mgd" shall mean million gallons per day based on the highest average of any 30 consecutive day flow.

"Occoquan Policy" shall mean the DEQ State Water Control Board's Policy for Waste Treatment and Water Quality Management in the Occoquan Watershed, dated July 26, 1971, as the same has been or may be revised from time to time.

"Partial Cash Funded Project" shall mean one or more facilities or portions thereof (including replacements or improvements) which is described in and qualified under Sections 4.11 and 4.12 herein.

"Points of Delivery" shall mean the location of the connections made by Political Subdivisions at any point along the UOSA Delivery System for the delivery of sewage to UOSA. Connections may be added or changed to other locations along the UOSA Delivery System only by agreement between UOSA and the Political Subdivisions making such connection.

"Political Subdivisions" shall mean the Cities of Manassas and Manassas Park, as municipal corporations of the Commonwealth of Virginia, and the Counties of Fairfax and Prince William, as counties of the Commonwealth, as they now or may be hereafter constituted.

"Project" shall mean UOSA's advanced waste treatment system, consisting of the

UOSA Delivery System, the UOSA Plant, and Auxiliary Facilities approved and undertaken at the discretion of UOSA pursuant to the terms of this Agreement, including any replacements, modifications, improvements or authorized expansions.

"Reserves" shall mean (unless modified with the approval of all Political Subdivisions) all amounts held by UOSA as reserves which shall not exceed (1) an amount equal to the next year's estimated expenditures for operation and maintenance; (2) depreciation in a minimum amount required by law and the Trust Agreement; (3) funds necessary to pay principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds as they become due and payable; and (4) a margin of safety for making debt service payments not to exceed the highest year's payments for principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds.

"Septage Receiving Facility" shall mean that portion of the UOSA Plant, which accepts septage for treatment.

"Service Area" shall mean that portion of the watershed of Occoquan Creek and its tributaries lying above the confluence of Occoquan Creek and Bull Run, save and except the Cedar Run Watershed and that portion of the Occoquan Creek Watershed in Prince William County lying generally to the south of the centerline of Occoquan Creek, and being within the geographic boundaries of the Political Subdivisions. These geographic boundaries of the Service Area shall be determined more exactly from time to time by UOSA.

"Trust Agreement" shall mean, collectively, any resolution, trust agreement or indenture authorizing and securing Bonds to which UOSA is a party.

"Trustee" shall mean the trustee designated in any Trust Agreement.

"UOSA" shall mean the Upper Occoquan Sewage Authority, a public body politic and

corporate duly created pursuant to the Act by the Councils of the Cities (then Towns) of Manassas and Manassas Park and the Boards of Supervisors of Fairfax and Prince William Counties and by a certificate of Incorporation issued by the State Corporation Commission of Virginia on April 1, 1971.

"UOSA Delivery System" shall mean the regional delivery system of trunk or interceptor sewers now existing or to be expanded, constructed or modified, owned and/or operated by UOSA, including power supplies, pumping facilities, force mains, flow measurement devices and retention basins, to transport sewage from Points of Delivery to the UOSA Plant, all as shown on Exhibit A attached hereto.

"UOSA Plant" shall mean the advanced waste treatment plant now existing and as it may be expanded, constructed, or modified, owned and operated by UOSA, including administration buildings, plant offices, laboratory building, retention and ballast basins, power supplies and necessary appurtenances and equipment, for the treatment of sewage and the utilization and/or disposal of residuals and by-products in conformance with requirements of the Occoquan Policy and DEQ.

"VPDES Permit" shall mean the Virginia Pollution Discharge Elimination System permit or any permit of a different name which may hereafter authorize what is now permitted by a VPDES permit.

Section 1.2. UOSA and the Political Subdivisions each represent and warrant that they have full power and authority to enter into and perform this Agreement.

ARTICLE II

Term of Agreement

Section 2.1. This Agreement shall remain in full force and effect until December 31, 2049, and thereafter as may be provided by concurrent resolution of the member Political Subdivisions, which are then parties thereto. This Agreement may not be terminated by or as to any party until December 31, 2012 and thereafter until all Bonds have been paid or provision made for their payment.

Section 2.2. Subject to the limitation of Section 2.1, and the fulfillment of all conditions therein, any party to this Agreement may withdraw from UOSA and terminate all of its obligations under this Agreement. No sponsoring Political Subdivision of an Auxiliary Facility may withdraw from UOSA so long as the Auxiliary Facility Agreement is in effect. No such termination shall become effective until three years after written notice thereof shall have been given to each of the other parties hereto. Withdrawal and termination by one Political Subdivision shall not terminate this Agreement as to any other Political Subdivision.

ARTICLE III

Financing, Construction and Operation of Facilities

Section 3.1. UOSA is authorized and directed to proceed with the expansion of the capacity of the UOSA Plant to 54 mgd and sewerage system improvements identified as Phases I, II, and III of the CH2M HILL Preliminary Engineering Report, dated July 1987 (PER) that are part of the UOSA Delivery System, the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 54 mgd.

Section 3.2. UOSA is authorized and directed to proceed with the expansion of the

UOSA Flat Branch Delivery System from 54 mgd to 64 mgd as identified in the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary to make related improvements to the UOSA Delivery System.

Section 3.3. UOSA is authorized and directed to proceed with the construction, alterations and improvements required by DEQ to install nutrient reduction facilities and systems in the UOSA Plant and such other improvements as are necessary or beneficial to ensure compliance with DEQ regulations.

Section 3.4 UOSA is authorized and directed to proceed with the construction, alterations and improvements referred to as "hydraulic improvements", which are only those improvements that are specifically identified in the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, and such beneficial changes as are necessary to carry out the project identified therein and comply with regulatory requirements.

Section 3.5. UOSA has acquired approximately 210 acres of additional land in anticipation of its future needs. Such acquisition cost and/or debt shall be charged to the Political Subdivisions as may be necessary as an item specified in Section 6.1(c).

Section 3.6. UOSA shall direct the Trustee to deposit any balance of construction funds remaining from any issue of Bonds after completion of the improvements for which such Bonds were issued in a separate account pursuant to the Trust Agreement. Such funds shall be used and credited by UOSA as set forth in Section 6.4 (h).

Section 3.7. A Political Subdivision shall have the right to approve additional locations and capacity of sewer lines forming a part of the UOSA Delivery System, which are located within its boundaries and are not authorized by the expansion referenced in Section 3.1. UOSA

shall not construct additional lines within a Political Subdivision without prior authorization of that Political Subdivision.

Section 3.8. UOSA shall expand (as herein authorized), operate and maintain the UOSA Plant and the UOSA Delivery System in an efficient and economical manner, making all necessary and proper repairs, improvements, replacements and renewals, consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of DEQ and the Occoquan Policy.

Section 3.9. UOSA is authorized and directed to proceed with the expansion of the UOSA Plant and Delivery System to 60 mgd as identified in the October 2020 Master Plan to Address Increasing Flows and Loads at the Millard H. Robbins, Jr. Water Reclamation Plant prepared by Jacobs, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 60 mgd.

ARTICLE IV

Obligations of Political Subdivisions

Section 4.1. The Political Subdivisions shall deliver to UOSA at Points of Delivery all sewage collected by them in the Service Area and, except as expressly permitted by this Agreement, shall not permit or provide for the treatment of sewage collected by them in the Service Area in any other manner. The Political Subdivisions shall be responsible for delivering sewage collected by them in the Service Area to UOSA at Points of Delivery and for financing, construction, operation and maintenance of all facilities for the collection and delivery of sewage to Points of Delivery.

Section 4.2. The Political Subdivisions recognize that the capacity of the UOSA Plant

will be regulated by DEQ and that allocations of UOSA Plant capacity will have to be made to avoid overloading. Each of the Political Subdivisions covenants and agrees not to exceed its UOSA Plant capacity as allocated from time to time. Each Political Subdivision has the primary responsibility for the necessary actions to insure that its wastewater flows to the UOSA Plant remain within such Political Subdivision's allocated share of DEQ certified flow capacity for the UOSA Plant.

Section 4.3. At such time as any Political Subdivision is advised by UOSA that for each month during any three consecutive month period, that Political Subdivision's 30 day rolling average flow exceeded 95% of its allocated capacity in the UOSA Plant, such Political Subdivision shall temporarily terminate the issuance of permits which allow- start of construction on projects in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's UOSA Plant capacity is increased by reason of reallocation, arrangements are made for sewage from the Service Area in excess of its allocation to be treated outside the Occoquan Watershed, or it has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked.

Section 4.4. Each of the Political Subdivisions covenants and agrees to pay promptly, when due, charges of UOSA as determined pursuant to Article VI and billed to it from time to time; provided, however, that all such charges shall be payable solely from revenues received by each Political Subdivision (or transferee or Authority or other legal entity created thereby as described in Section 4.8) from the charges to be paid by the users of its sewerage system and available to it for such purposes including availability fees, connection fees, service fees or any other fees, and other system revenues.

Section 4.5. Each of the Political Subdivisions covenants and agrees to fix and collect (or

cause to be fixed and collected) from the users of its sewerage system charges sufficient to make the payments required of it under this Agreement. UOSA will provide each Political Subdivision with information as to the minimum charge necessary for such Political Subdivision's required payments.

Section 4.6. Each of the Political Subdivisions will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body, including UOSA. Upon receipt of a notice of violation by an authorized regulatory body, the Political Subdivision shall proceed to comply with such rules or regulations within a reasonable time considering the exigencies of the circumstances.

Section 4.7. Each of the Political Subdivisions covenants and agrees (subject to provisions of its charter, if applicable) that it will not enter into any contract providing for sewage treatment with any party having sewage flows originating within the geographic boundaries of other Political Subdivisions that are members of UOSA without the prior approval of such other Political Subdivision; provided, however, that such right of approval shall not be construed to limit the power of DEQ to fulfill its function under the law.

Section 4.8. (a) Each Political Subdivision agrees not to sell, transfer or dispose of its sewerage system unless:

(i) Such transfer is to another governmental unit within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended;

(ii) The transferee agrees to comply with the terms of this Agreement to the extent applicable to sewage delivered to UOSA;

(iii) The transferee agrees to fix and collect rates and charges sufficient to satisfy the obligation of the transferring Political Subdivision under Section 4.5;

(iv) The transferee agrees to make the payments to UOSA required to be made by the transferring Political Subdivision to the extent such payments are not made by the Political Subdivision; and

(v) The sale, transfer or disposition is approved by UOSA.

Notwithstanding the foregoing, no such sale, transfer or disposition will release the transferring Political Subdivision from any obligation or liability under this Agreement or affect any agreement or understanding between the Political Subdivision and the transferee.

(b) In the event that a Political Subdivision creates or has created an Authority or other legal entity to act as its agent, for the purposes of collecting sewage in the Service Area and/or for billing and collecting fees or charges to be paid by the users of a sewerage system located in the Service Area, such Political Subdivision shall not be relieved of its obligations under this Agreement. Such Political Subdivision shall require any Authority or other legal entity it creates to comply fully with this Agreement with respect to all sewage collected within the Service Area and shall nonetheless remain responsible for any noncompliance. The Political Subdivision shall cause such Authority or other entity to covenant and agree to fix and/or collect from the users of its sewerage system charges sufficient to make the payments required under this Agreement. A Political Subdivision which creates or has created such an entity shall ensure that UOSA has the same rights as that Political Subdivision to enforce the setting and collecting of rates and the payment of charges to UOSA. To the extent that any such Authority or other legal entity agrees to charge, collect and pay all or any part of Political Subdivision's obligations to UOSA, such agreement shall supplement and not be in lieu

of the Political Subdivision's covenant and agreement to charge, collect and pay UOSA as provided in this Agreement.

Section 4.9. All parties hereto and any Authority or other entity described in Section 4.8.(b) will pursue diligently the abatement of inflow and infiltration.

Section 4.10. (a) Notwithstanding anything to the contrary in this Agreement, UOSA may contract with a Political Subdivision(s) to undertake the operation and (with the agreement of UOSA and the sponsoring Political Subdivision(s)) ownership of an Auxiliary Facility sponsored by that Political Subdivision(s) pursuant to an Auxiliary Facility Agreement, when authorized and approved by unanimous consent of the UOSA Board, with all eight members present and voting, in its sole discretion after having confirmed by resolution that:

(i) UOSA has determined that such alternative disposal of Industrial Wastewater to the Auxiliary Facility shall not violate the Occoquan Policy; and

(ii) the Auxiliary Facility shall not be detrimental to UOSA, the water supply, the Project or the operation thereof.

(b) Notwithstanding any other provision of this Agreement, all Auxiliary Facility Expenses shall be the sole and full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility. Any payment UOSA is required to make as a consequence of its undertaking, ownership or operation of the Auxiliary Facility shall be conclusively deemed an expense chargeable to the sponsoring Political Subdivision(s) only and no other Political Subdivisions shall be responsible or required to reimburse UOSA for any expenses, obligations, damages, costs or liabilities whatsoever that are directly or indirectly associated with such Auxiliary Facility.

(c) In addition to such other terms as the Board may decide upon,

the Auxiliary Facility Agreement shall include, and if not there set out shall be deemed to include, the following provisions:

- (i) that any required VPDES permits shall be issued to UOSA and UOSA shall have all necessary authority to ensure compliance with such permits, relevant laws and regulations and the efficient operation and control of such Auxiliary Facility;
- (ii) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall have the sole and full responsibility for all Auxiliary Facility Expenses, and neither UOSA shall be caused a diminution of revenue, nor the other Political Subdivisions be burdened with any Auxiliary Facility Expenses;
- (iii) that the Political Subdivision(s) which sponsors(s) such Auxiliary Facility shall, to the full extent permitted by law, provide indemnification to, and hold harmless, UOSA and the other Political Subdivisions for all such expenses, obligations, damages, costs and liabilities, including attorney fees, court costs and litigation expenses in any way associated with claims or causes of actions arising out of the Auxiliary Facility or the enforcement of the hold harmless obligation and the right to indemnification;
- (iv) that UOSA, in addition to all other rights by law or contract, shall have the right to terminate the operations of the Auxiliary Facility, upon reasonable notice to the sponsoring Political Subdivision, if any of the requirements of this Agreement or the Auxiliary Facility Agreement are breached by the sponsoring Political Subdivision;

(v) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall be responsible for financing, construction, operation and maintenance of all facilities for the collection and delivery of Industrial Wastewater to that Auxiliary Facility and for the conveyance of the treated effluent to the VPDES permit approved point of discharge.

(d) Any Political Subdivision, whether or not a party to an Auxiliary Facility Agreement, may sue to enforce the terms of such Auxiliary Facility Agreement. The party substantially prevailing in such litigation shall be awarded its reasonable attorneys fees and costs incurred with respect to the issues upon which it prevailed.

(e) Any Authority created by a Political Subdivision may be a party to any Auxiliary Facility Agreement to which the Political Subdivision is a party, with such rights, duties and obligations as the parties shall agree. In no event shall such an Auxiliary Facility Agreement be assignable without the written consent of UOSA and such assignment shall be only to another Political Subdivision.

(f) Delivery of Industrial Wastewater by a Political Subdivision to an Auxiliary Facility pursuant to this Section shall be deemed delivery to UOSA as required in Section 4.1 herein.

Section 4.11. If one or more of the Political Subdivisions wants to be permitted to deposit cash to fund all or a portion of that Political Subdivision's costs of one or more projects or a designated portion of an identified UOSA program to be funded by Bonds (or other financing) authorized by this Agreement, then for purposes of this Agreement, such project or projects or portion of a program shall be deemed to be a Partial Cash Funded Project if the additional conditions set forth in this Section and Section 4.12 are met. A

request for a Partial Cash Funded Project shall be made in writing at least 90 days prior to the issuance of such Bonds (or other financing) authorized by this Agreement and shall include:

- (a) The portion or amount of the desired deposit; and
- (b) An acknowledgement that such Political Subdivision shall continue to be obligated under the provisions of Section 6.1(c) to make payments to UOSA to restore the balance in any debt service reserve with respect to the Bonds for such project, even if the entire respective portion of the costs of such project has been deposited by the Political Subdivision and it therefor has no responsibility for regular payments for principal, premium, if any, or interest on such Bonds.

All monies relating to the same project, whether cash or financed funds, shall be maintained and administered in one fund. Any excess monies at the conclusion of the project shall be used for future project costs as may be permitted by the Bond (or other financing) documents in accordance with each member Political Subdivision's allocation of the costs of such project or projects or program.

Section 4.12. Before issuance of the Bonds (or other financing) for the Partial Cash Funded Project shall occur, the following three criteria must be met:

- (a) a unanimous vote by the UOSA Board to allow a project to be a Partial Cash Funded Project;
- (b) evidence satisfactory to it that the ratings on the Bonds for the Partial Cash Funded Project will be at least as high as the ratings on outstanding (but not defeased) Bonds of UOSA with which the Bonds to be issued will be secured in parity, unless the reduced rating can be attributed wholly to matters not associated with the financing qualifying as a Partial Cash Funded Project; and

(c) from the Political Subdivision or Subdivisions making the request under Section 4.11, the deposit with the trustee for the Bonds financing the Partial Cash Funded Project of cash in an amount equal to the portion of the cost of the Partial Cash Funded Project (not including Bond issuance expenses or initial reserve deposits) identified by the Political Subdivision or Subdivisions as the portion for which it intends to provide cash in lieu of a borrowing. Such Deposit shall include that Political Subdivision's share of the project costs to be financed, as well as that Political Subdivision's proportionate share of the fixed costs of borrowing (such as bond rating agency and financial advisor costs, etc.), but shall not include the variable costs of the borrowing which are calculated as a percentage of the borrowing (underwriting fees and initial reserve deposit). The proportionate share of the fixed costs of borrowing is based on the allocation of project costs (as set forth in Section 6.4) compared to the allocation of total project costs being funded. Project cost allocations and the proportionate share of fixed costs for a project to increase UOSA plant capacity beyond 54 mgd would have to be defined through a future Service Agreement Amendment.

ARTICLE V

Obligations of UOSA

Section 5.1. Subject to the provisions of this Agreement, UOSA shall accept and treat all sewage delivered by the Political Subdivisions at Points of Delivery up to their respective allocated (or reallocated per Section 5.4) UOSA Plant capacities. UOSA shall also accept and treat septage delivered to the Septage Receiving Facility in accordance with Section 5.7. UOSA shall be under no obligation to treat sewage at the UOSA Plant delivered by any Political Subdivision in excess of its allocated (or reallocated per Section 5.4) UOSA Plant capacity.

Subject to the other provisions of this Agreement, UOSA shall accept and treat Industrial Wastewater at any Auxiliary Facility in accordance with the terms of the respective Auxiliary Facility Agreement.

Section 5.2. UOSA shall not request DEQ certification for any additional UOSA Plant capacity for a specific Political Subdivision unless so requested by the governing body of such Political Subdivision. Any increase in certified UOSA Plant capacity shall be subject to UOSA and the Political Subdivisions meeting all applicable requirements of the Occoquan Policy. Any increase in certified UOSA Plant capacity shall be allocated to and paid for by Political Subdivisions requesting such increases in certification (to include reimbursement to the other Political Subdivisions for any capital contributions previously made in excess of the revised percentage allocations).

Section 5.3. Prior to DEQ issuing a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the capacity allocation was as follows:

Fairfax County	9.9149 mgd
Prince William County	8.6781 mgd
City of Manassas	6.6813 mgd
City of Manassas Park	1.7257 mgd
	27.0000 mgd

Section 5.4. Any Political Subdivision may reallocate any portion of its allocated UOSA Plant capacity to any other Political Subdivision on such terms as may be mutually agreeable, subject to approval of UOSA. The Political Subdivisions shall give UOSA written notice of any such transfer and UOSA shall change the UOSA Plant capacity allocations on its books and records. However, these reallocations shall not alter the obligations of each Political Subdivision

as set forth in Sections 6.1(b) and (c) and Sections 6.3 and 6.4.

Section 5.5. (a) At such time that DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd but less than 54 mgd, the allocation of the first 27 mgd was as set forth in Section 5.3 and the allocation of capacity above 27 mgd to 54 mgd was in the following percentages:

	<u>Percentage of Additional Capacity</u>
Fairfax County	65.5%
Prince William County	26.4%
City of Manassas	3.7%
City of Manassas Park	<u>4.4%</u>
	100.0%

(b) At such time that DEQ issues a Certificate to Operate the UOSA Plant at a capacity of 60 mgd, the allocation of additional capacity from 54 mgd to 60 mgd shall be as follows:

	<u>Percentage of Additional Capacity</u>
Fairfax County	0%
Prince William County	50%
City of Manassas	50%
City of Manassas Park	0%

Section 5.6 (a) As of January 3, 2005, the date DEQ issued a Certificate to Operate the UOSA Plant at a capacity of 54 mgd, the allocation of capacity became as follows:

	<u>Total Capacity Allocation</u>	<u>Percentage of Total Capacity</u>
Fairfax County	27.5999 mgd	51.1109%
Prince William County	15.7971 mgd	29.2539%
City of Manassas	7.6893 mgd	14.2395%
City of Manassas Park	<u>2.9137 mgd</u>	<u>5.3957%</u>
	54.0000 mgd	100.0000%

(b) At such time as DEQ issues a Certificate to Operate the UOSA Plant at 60

mgd, the allocation of capacity shall be as follows:

	Total Capacity Allocation (mgd)*	Percentage of Total Capacity*
Fairfax County	27.5999	45.9998%
Prince William County	18.7971	31.3285%
City of Manassas	10.6893	17.8155%
Fairfax County	2.9137	4.8562%

*Does not include any reallocations or sales of capacity between jurisdictions pursuant to Section 5.4.

Section 5.7. UOSA may, with the consent of the appropriate Political Subdivision and in accordance with rates lawfully established by UOSA, contract with and license any person, corporation or association operating a septic tank cleaning or similar service for the treatment of septage collected in a Political Subdivision. UOSA may also so contract with a Political Subdivision or an Authority which licenses septage haulers for the treatment of septage collected in a Political Subdivision and delivered to the septage Receiving Facility as long as such contract is in accordance with rates lawfully established by UOSA. All such septage shall be counted against the allocated UOSA Plant capacity of the appropriate Political Subdivision. Notwithstanding any provision in this Agreement to the contrary, UOSA shall allocate the costs of operating the Septage Receiving Facility in proportion to the amount of septage received from each Political Subdivision. All revenues derived from the use of the Septage Receiving Facility paid to UOSA from septage hauls originating in a Political Subdivision shall be deducted from that Political Subdivision's costs.

Section 5.8. UOSA covenants and agrees that it will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body. Upon receipt of a notice of violation by any authorized regulatory body, UOSA shall proceed to comply with such rules and regulations within a

reasonable time considering the exigencies of the circumstances.

ARTICLE VI

Rates and Charges

Section 6.1. UOSA shall fix and determine from time to time charges for the use of the UOSA Plant and UOSA Delivery System. Such charges shall be established by UOSA at such levels as may be necessary to provide funds, together with other available funds, sufficient at all time to pay:

- (a) the cost of operation and maintenance of
 - (1) the UOSA Plant, including reasonable reserves for such purposes,
 - and
 - (2) the UOSA Delivery System, including reasonable reserves for such purposes;
- (b) the Cost of Replacements and Necessary Improvements of
 - (1) the UOSA Plant, including reasonable reserves for such purposes,
 - and
 - (2) the UOSA Delivery System, including reasonable reserves for such purposes; and
- (c) the principal of, premium, if any, and interest on the Bonds, the Cost of the UOSA Plant and UOSA Delivery System not paid with Bond proceeds, or any other monies due under the Trust Agreement, as the same become due, and required reserves therefore on Bonds issued to finance the Cost of
 - (1) the UOSA Plant, and

(2) the UOSA Delivery System.

Reserves accumulated by UOSA may be used to the extent permitted by the Trust Agreement to meet the reasonable Cost of Replacements and Necessary Improvements, which do not increase the capacity or scope of the UOSA Plant and UOSA Delivery System. The Political Subdivisions recognize that reserves may not be available at all times, and they may be billed for the Cost of Replacements and Necessary Improvements as needed.

For purposes of Section 6.4(a) - (f), with respect to any Partial Cash Funded Project, the phrase "all charges due or incurred under 6.1(c)" shall be determined pursuant to Section 6.11.

Section 6.2. The total charges determined pursuant to Section 6.1(a) shall be paid by each Political Subdivision in proportion to the ratio, which its annual flow as metered through the Points of Delivery bears to the total annual flow received at the UOSA Plant. Indirect costs of administration and overhead shall be allocated on the same basis as Section 6.1(a) charges.

Section 6.3. Prior to the time DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) were paid by each Political Subdivision in accordance with the following percentages:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

At such time as DEQ issued or will issue in the future a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation of all Political Subdivisions.

Section 6.4. The total charges determined pursuant to Section 6.1(c) shall be paid by each Political Subdivision in accordance with the following percentages:

(a) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System up to 27 mgd:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

(b) For all charges due or incurred under 6.1(c) for expanding the UOSA Plant and Delivery System from 27 mgd to 54 mgd:

	<u>I Plant Expansion</u>	<u>II Delivery System Expansion</u>
Fairfax County	65.5%	51.1109%
Prince William County	26.4%	29.2539%
City of Manassas	3.7%	14.2395%
City of Manassas Park	4.4%	5.3957%

* Identified as Sewerage System Improvements Phases I, II and III in the CH2M HILL Preliminary Engineering Report dated July 1987 (PER), the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and related Costs.

(c) For all charges due or incurred under 6.1. (c) for expanding the UOSA Flat Branch Delivery System from 54 mgd to 64 mgd:

Prince William County	90%
City of Manassas	10%

The Flat Branch Delivery System costs for expanding from 54 mgd to 64 mgd shall be calculated as 9.3 percent of the total costs for the projects identified in the Hazen and Sawyer engineering analysis, dated July 12, 2005. The remainder, or 90.7 percent, of the total costs identified in that analysis are associated with expanding the Flat Branch Delivery System from 27 mgd to 54 mgd and shall be charged based on the UOSA Delivery System percentage shown in Section 6.4. (b).

(d) For all charges due or incurred under 6.1 (c) for incorporating nutrient reduction facilities and systems into the UOSA Plant authorized by Section 3.3:

Fairfax County	45.5554%
Prince William County	32.9576%
City of Manassas	16.0913%
City of Manassas Park	5.3957%

(e) For all charges due or incurred under 6.1. (c) "Hydraulic Improvements" authorized by Section 3.4:

Fairfax County	28.52%
Prince William County	57.13%
City of Manassas	12.44%
City of Manassas Park	1.91%

Pursuant to the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, the Section 3.4. Hydraulic Improvements are based on peak flows of 95 mgd from UOSA's Flat Branch Pump Station and peak flows of 68.5 from pump stations within Fairfax County, for a total peak flow of 163.5 mgd. The Political Subdivisions agree that should additional peak flows necessitate additional hydraulic capacity improvements beyond those identified in the Technical Memorandum, the cost of such additional hydraulic capacity improvements shall be borne by the Political Subdivision(s) which generates the necessity for such additional improvements.

(f) All charges due or incurred under 6.1. (c) for any Cost of Replacements and Necessary Improvements (including repairs and renewals) for which Bonds are issued shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation, as set forth in the then current Certificate to Operate, of all the Political Subdivisions.

(g) A Political Subdivision may pre-pay its debt service obligations so long as

such pre-payment does not affect adversely the tax status of any Bonds. UOSA, at its option, may apply all or a portion of any such pre-payment and any earnings therefrom (1) to the subsequent debt service obligations of the pre-paying Political Subdivision as they become due, or (2) to effect a redemption of all or a portion of such Political Subdivision's share of outstanding Bonds. In the event of any such redemption, the pre-paying Political Subdivision's share of debt service obligations (with respect to the Bond issue of which the redeemed Bonds were a part) shall be reduced correspondingly by the amount of the redemption.

(h) Subject to the provisions of the Trust Agreement, residual funds from past or future Bond offerings shall be applied to authorized expansions or Costs of Replacements or Necessary Improvements and shall be credited toward each Political Subdivision's obligation in proportion to the Political Subdivision's obligations in Article VI on the project or projects from which the funds are derived.

(i) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System from 54 mgd to 60 mgd:

Fairfax County	0%
Prince William County	50%
City of Manassas	50%
City of Manassas Park	0%

Section 6.5. Should DEQ certify additional capacity in the UOSA Plant after a request from a Political Subdivision or Political Subdivisions upon approval by UOSA, the total charges for Section 6.1(c) shall be adjusted as outlined in Section 5.2. The charges determined pursuant to Section 6.1(c) for any additional UOSA Plant capacity added in the future shall be paid in accordance with the maximum capacity allocation specified by the amendment to this Agreement which authorize such additions, or as otherwise provided in such amendments.

Section 6.6. The charges pursuant to Section 6.1(c) to be paid by a Political Subdivision

shall be increased for each month the actual quantity of sewage from such Political Subdivision, as determined by the highest average of any 30 consecutive day flow ending during the calendar month, exceeds its UOSA Plant capacity allocation (or reallocation pursuant to Section 5.4 or Section 6.5). In such an event, a Political Subdivision shall pay additional charges ("Additional Charges") pursuant to Section 6.1(c) as if the UOSA Plant capacity had been available and allocated, provided that such Additional Charges shall not purchase any additional rights for the use of the UOSA Plant by such Political Subdivision and in no way condones such excess flows. These Additional Charges shall be applied to the reimbursement, on a pro rata basis, to such other Political Subdivisions to the extent their highest average of any 30 consecutive day flow ending during that calendar month was less than their allocated capacity . To the extent the Additional Charges exceed such reimbursement, they shall be deposited in an escrow account to be used for the purposes of defraying the Cost of expansion, capital improvements or studies of future expansions of the UOSA Plant and UOSA Delivery System. Any reimbursements under this section shall not alter the Political Subdivision's obligation to pay its share of the charges required by Section 6.1. (c).

Section 6.7. No Political Subdivision shall discharge sewage to UOSA which exceeds its allocated share (or reallocated share pursuant to Section 5.4 or Section 6.5) by weight or concentration of the total design capacity of the UOSA Plant or cause UOSA to exceed any lawful limitations imposed upon its discharge. A Political Subdivision's allocated share of the total designed UOSA Plant loadings shall be the same percentage as its allocated percentage of total UOSA Plant design flow (mgd). At such time as any Political Subdivision is advised by UOSA that during each month of any three consecutive month period, that Political Subdivision's 30 day rolling average pollutant load discharged exceeded its allocated share of

total designed UOSA Plant loadings, such Political Subdivision shall proceed to take such measures as may be necessary to bring its discharges into compliance and shall temporarily terminate the issuance of permits which would result in any increase in the excessive loading in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's allocated share of total UOSA Plant loadings is increased by reason of reallocation or it has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked. During the period of noncompliance, UOSA may assess the Political Subdivision costs for the treatment of the excess loading. All monitoring costs during the noncomplying period shall be borne by the noncomplying Political Subdivision.

Section 6.8. UOSA may present charges (including charges with respect to Auxiliary Facilities) based on budget estimates, subject to adjustment on the basis of an independent audit at the end of each fiscal year. All charges of UOSA shall be payable upon presentation. In the event any Political Subdivision shall fail to make payment in full within 30 days after presentation, interest on such unpaid amounts shall accrue at the highest rate of interest payable by UOSA on any of the Bonds then outstanding until such amounts and interest thereon have been paid in full. UOSA may enforce payment by any remedy available at law or in equity.

Section 6.9. UOSA shall provide Meters where necessary to determine and record on a continuing basis the quantities of sewage delivered by each Political Subdivision. Meters shall be tested by UOSA for accuracy not less than once every two years. At the request of any Political Subdivision, UOSA shall test any Meter for accuracy at any time; provided, however, that should such Meter prove to be accurate within a range of plus or minus 2%, the cost of the Meter test shall be borne by the requesting Political Subdivision. In the event any Meter shall fail to record correctly the flow of sewage for any period of time, UOSA shall estimate the amount of flow on

the basis of prior experience.

Section 6.10. Notwithstanding anything in this Agreement to the contrary:

(a) Industrial Wastewater delivered to and treated at an Auxiliary Facility shall not be considered as flows to the UOSA Plant for the determination of allocated capacity in the UOSA Plant or as annual flows received at the UOSA Plant for the determination of rates and charges under Section 6.2; and

(b) All Auxiliary Facility Expenses, which are the full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility, shall be budgeted, presented and collected by UOSA from the sponsoring Political Subdivision separate from and in addition to the other charges established by this Article VI.

Section 6.11. Political Subdivisions which funded cash deposits for a Partial Cash Funded Project, to the extent such deposits were in lieu of their responsibility for the borrowing, shall not be charged for payment of principal of, premium, if any, and interest on the Bonds for such Partial Cash Funded Project provided such requesting Political Subdivisions shall be responsible in accordance with Section 6.4(a) - (f) (with the specified percentage or other allocation therein determined as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project) and charged for the related Cost of the UOSA Plant and UOSA Delivery System not paid with Bond or financing proceeds, and other monies due under the Trust Agreement, as the same become due. It is acknowledged by the parties hereto that such deposit shall not reduce or otherwise affect the obligation of the Political Subdivisions under Section 6.1(c) to make payments for any deficiencies in any required reserves for such project or on such Bonds or bonds refunding such Bonds as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project.

The existence of a Partial Cash Funded Project shall not affect the responsibility of any Political Subdivision under any provision of this Agreement other than Section 6.4 and then only as it relates to a Partial Cash Funded Project. If Bonds which funded a Partial Cash Funded Project are subsequently refunded, the responsibility for the payment of principal of, premium, if any, and interest on the refunding Bonds shall be proportionately the same as for the Bonds for the project, with the responsibility for any deficiencies in the reserves after the initial deposit being allocated in the same percentages as for the refunded Bonds including as to the depositing Political Subdivisions.

Section 6.12. In connection with the issuance of publicly offered Bonds, unless a member Political Subdivision determines that the obligations under any continuing disclosure agreement to be executed therefor are materially different, either in the actions required or the types of information to be disclosed, from the obligations under agreements executed in connection with prior UOSA Bonds, then such agreements, at the option of the member Political Subdivision, may be executed on behalf of a Political Subdivision by responsible officers thereof without a specific vote of the governing body thereof.

ARTICLE VII

Miscellaneous

Section 7.1. This Agreement restates and amends the prior Service Agreement.

Section 7.2. It is recognized by the parties hereto that this Agreement constitutes an essential part of UOSA's financing plan and that this Agreement cannot be amended, modified, or otherwise altered in any manner that will impair or adversely affect the security afforded hereby for the payment of the principal of, premium, if any, and interest on the Bonds, except as

provided in the Trust Agreement. The obligations of the Political Subdivisions hereunder or the issuance of the Bonds shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth or of any Political Subdivision thereof. The Bonds shall contain a statement on their face substantially to the effect that neither the faith and credit of the Commonwealth nor the faith and credit of any county, city or town of the Commonwealth are pledged to the payment of the principal of or the interest on such Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate the Commonwealth or any county, city or town of the Commonwealth to levy any taxes whatever therefor or to make any appropriations for their payment.

Section 7.3. This Agreement can be modified or amended only with the consent of UOSA, the Political Subdivisions and the Trustee.

Section 7.4. UOSA shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by the Political Subdivisions through their duly authorized agents. UOSA shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the Political Subdivisions.

Section 7.5. The provision of sewer service to the screened area shown on the plat, dated April, 1981, attached hereto as Exhibit B and made a part hereof, by an entity other than UOSA shall not be considered a violation of this Agreement, such area being more particularly described as follows:

Beginning at the southeast corner of the property located on Fairfax County Tax Map 68-1 ((1)) parcel 13, then running along the western right-of-way of Route 123 in a northerly direction approximately 1,900 feet to the centerline of Route 620-Braddock Road, then continuing along the western

right-of-way line of Route 123 in a northeasterly direction approximately 2,600 feet to the northeast corner of property located at tax map No. 57-3 ((1)) parcel 7A; then following from said corner for approximately 1,400 feet in a northwesterly direction, then 600 feet in a southwesterly direction and 550 feet in a northerly direction to a corner common to George Mason University [tax map 57-3 ((1)) parcel 7A] and Richlynn Development, Inc. (University Square Subdivision) then along the George Mason University property line as follows: for approximately 1,900 feet in a northwesterly direction, approximately 2,750 feet in a southwesterly direction to the northern right-of-way line of Route 620-Braddock Road, then along said right-of-way line in a southeasterly direction for approximately 1,400 feet to the East Fork of Popes Head Creek; then across Braddock Road in a southeasterly direction along the property line of Hazel [tax map No. 68-1 ((1)) parcel 16] for approximately 2,000 feet; then in a southeasterly direction along the properties of Hazel and others for approximately 2,100 feet to the point of beginning, containing approximately 360 acres.

At such time as the UOSA Delivery System is extended to serve the above-described area, such area shall be served by UOSA.

Section 7.6. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors.

Section 7.7. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision hereof.

Section 7.8. This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as one original.

Section 7.9. This Agreement shall become effective upon the last date of the parties executing this Agreement, as set forth here below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be restated, amended and executed, and their seals to be affixed and attested by their duly authorized officers, all as of the date appearing next to their signatures.

UPPER OCCOQUAN SEWAGE AUTHORITY

Date: _____

(SEAL)
ATTEST:

City Clerk

Date: _____

BY: _____

CITY OF MANASSAS

BY: _____
Mayor

(SEAL)
ATTEST:

City Clerk

Date: _____

CITY OF MANASSAS PARK

BY: _____
Mayor

(SEAL)
ATTEST:

Clerk

Date: _____

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

BY: _____
Chairman

(SEAL)
ATTEST:

Clerk

Date: _____

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

BY: _____
Chairman

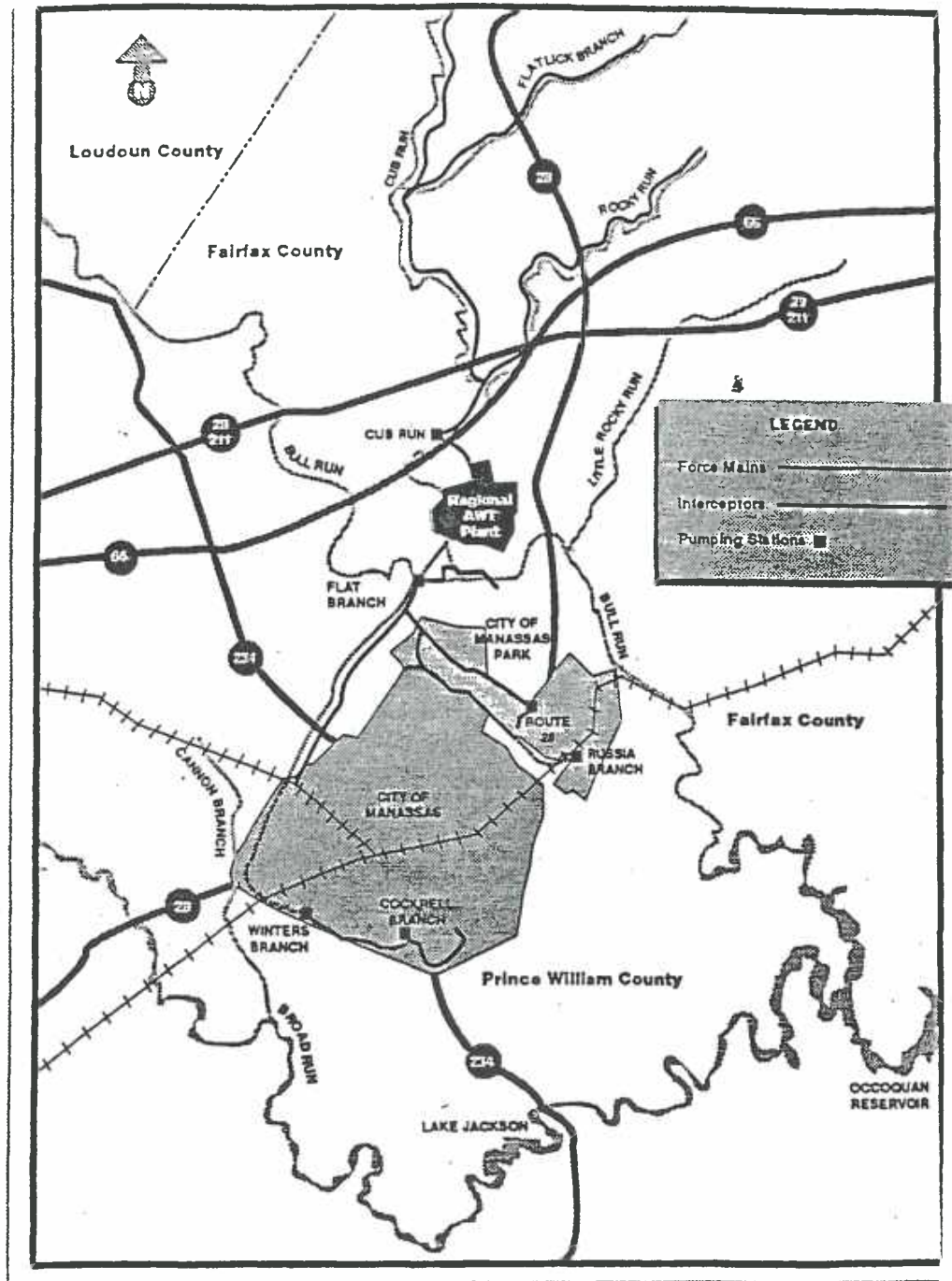
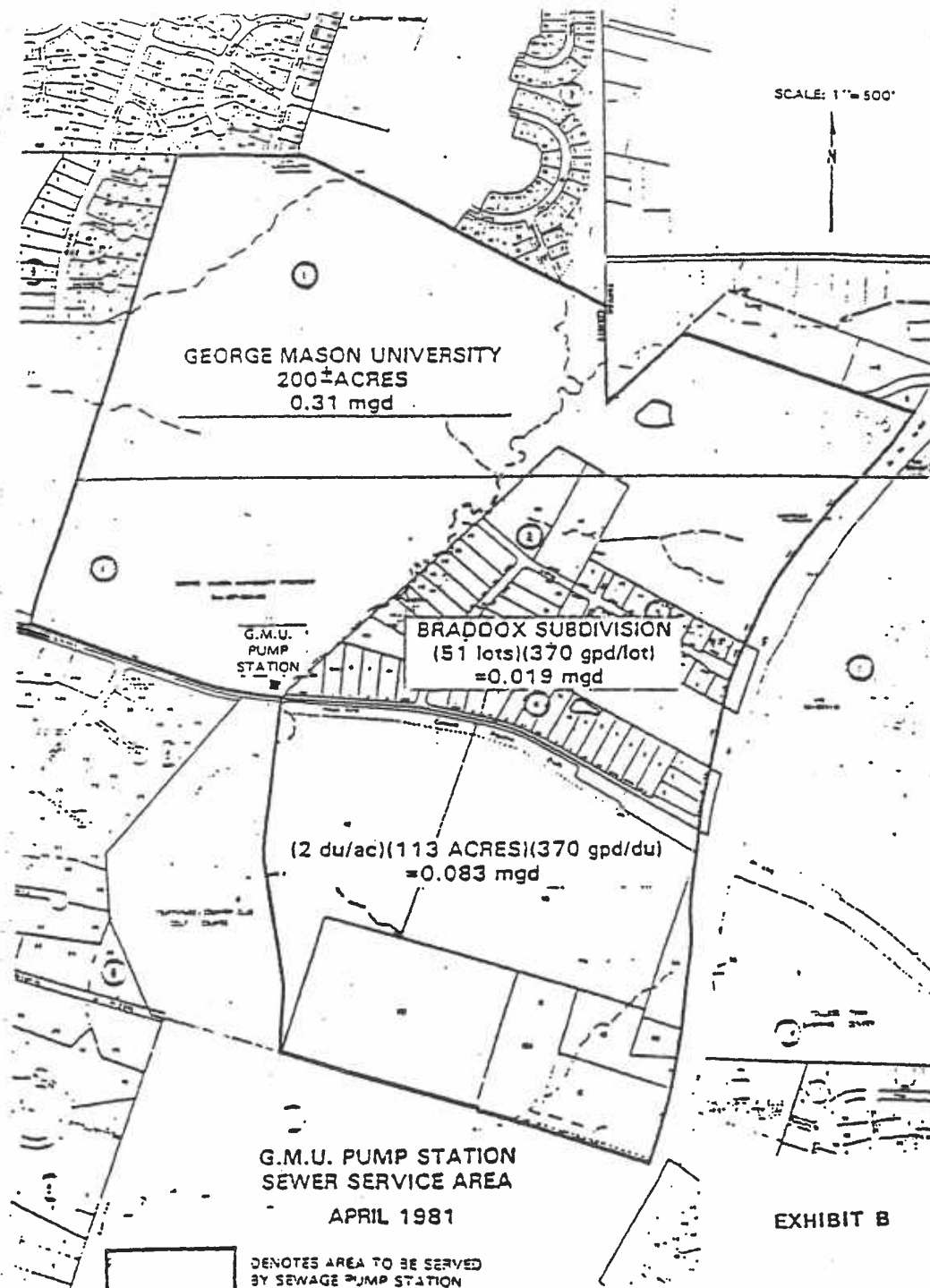


EXHIBIT A

General Location Map
UOSA Delivery System



2022 RESTATED AND AMENDED SERVICE AGREEMENT

THIS AGREEMENT, made as of the 15th day of May, 1972, and restated and amended herein, by and between the UPPER OCCOQUAN SEWAGE AUTHORITY (UOSA), a public body politic and corporate duly created pursuant to the Virginia Water and Waste Authorities Act, and the CITY OF MANASSAS and the CITY OF MANASSAS PARK, municipal corporations of the Commonwealth of Virginia, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY and the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, acting for and on behalf of said counties and the sanitary districts thereof, which are located in whole or in part within the Service Area (hereinafter defined) (such four parties being called collectively the Political Subdivisions and individually a Political Subdivision), provides that:

WHEREAS, the parties entered into a Service Agreement dated as of the 15th day of May, 1972 (the Service Agreement), providing for the treatment of sewage at a regional sewage treatment plant; and

WHEREAS, the Service Agreement has been amended and restated from time to time; and

WHEREAS, the parties desire to restate and amend their Service Agreement and to change the same;

NOW THEREFORE, the Service Agreement is hereby restated and amended as follows:

ARTICLE I

Definitions and Warranties

Section 1.1. The following words as used in this Agreement shall have the following

meanings:

"Act" shall mean the Virginia Water and Waste Authorities Act (§15.2-5100, et seq., Code of Virginia of 1950, as amended, and as it may be amended from time to time).

"Authority" shall refer to any entity other than UOSA formed in accordance with the Act.

"Auxiliary Facility" shall mean any sewage treatment facility other than the UOSA Plant and the UOSA Delivery System, which is 1) limited to the treatment and/or disposal of Industrial Wastewater, 2) sponsored by a Political Subdivision, and 3) to remain at all times under the exclusive operation and control of UOSA.

"Auxiliary Facility Agreement" shall mean a written contract between UOSA and a sponsoring Political Subdivision(s) with respect to an Auxiliary Facility as set forth herein.

"Auxiliary Facility Expense" shall mean all expenses, obligations, damages, costs of whatever nature, including charges by UOSA for indirect costs of administration and overhead, whether directly or indirectly relating to an Auxiliary Facility, its construction, operation, maintenance, de-mobilization and consequential cost, expenses, and damages.

"Bonds" wherever used, shall include notes, bonds, bond anticipation notes or other debt obligations of UOSA whether now outstanding or to be issued in the future.

"Cost" when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the purchase price of any sewage treatment system or the cost of acquiring all of the capital stock of the corporation owning such system and the amount to be paid to discharge all of its obligations in order to vest title to the system or any part thereof in UOSA, the Cost of Replacements and Necessary Improvements, the cost of all lands, properties, rights, easements, franchises and permits acquired, the cost of all machinery and equipment, financing charges,

interest prior to and during construction and for one year after completion of construction, any deposit to any Bond interest and sinking fund reserve account, cost of engineering and legal services, plans, specifications, surveys, estimates of costs and of revenues, other expenses necessary or incident to the determining of the feasibility or practicability of any such acquisition, improvements, or construction, administrative expenses, and such other expenses as may be necessary or incident to the financing herein authorized, to the acquisition, improvements, construction or expansion of the UOSA Plant and the UOSA Delivery System. Any obligation or expense incurred by UOSA in connection with any of the foregoing items of cost and any obligation or expense incurred by UOSA prior to the issuance of Bonds by UOSA for engineering studies and for estimates of cost and of revenues and for other technical or professional services which may be utilized in the acquisition, improvement or construction or expansion of such system, may be regarded as a part of the cost of such system.

"Cost of Replacements and Necessary Improvements" when used with respect to the UOSA Plant and the UOSA Delivery System, shall mean the cost of acquiring, installing or constructing replacements and necessary improvements which do not increase the capacity or scope of the UOSA Plant and the UOSA Delivery System, and shall embrace the cost of all labor and materials, the cost of all lands, property, rights, easements, franchises and permits acquired which are deemed necessary for such acquisition, installation or construction, interest during any period of disuse during such acquisition, installation or construction, the cost of all machinery and equipment, financial charges, cost of engineering and legal expenses, plans, specifications, and such other expenses as may be necessary or incident to such acquisition, installation or construction.

"DEQ" shall mean the Virginia Department of Environmental Quality and/or the State

Water Control Board or any other agency or agencies of the Commonwealth of Virginia or the United States, which may succeed to their duties.

"Industrial Wastewater" shall mean any water which, during manufacturing, processing or assembling operations, comes into direct contact with or results directly from the processes of production or use of any raw material, intermediate product or finished product. As used herein, the word sewage shall include Industrial Wastewater.

"Meters" shall mean any device for measuring the flow of sewage.

"mgd" shall mean million gallons per day based on the highest average of any 30 consecutive day flow.

"Occoquan Policy" shall mean the DEQ State Water Control Board's Policy for Waste Treatment and Water Quality Management in the Occoquan Watershed, dated July 26, 1971, as the same has been or may be revised from time to time.

"Partial Cash Funded Project" shall mean one or more facilities or portions thereof (including replacements or improvements) which is described in and qualified under Sections 4.11 and 4.12 herein.

"Points of Delivery" shall mean the location of the connections made by Political Subdivisions at any point along the UOSA Delivery System for the delivery of sewage to UOSA. Connections may be added or changed to other locations along the UOSA Delivery System only by agreement between UOSA and the Political Subdivisions making such connection.

"Political Subdivisions" shall mean the Cities of Manassas and Manassas Park, as municipal corporations of the Commonwealth of Virginia, and the Counties of Fairfax and Prince William, as counties of the Commonwealth, as they now or may be hereafter constituted.

"Project" shall mean UOSA's advanced waste treatment system, consisting of the

UOSA Delivery System, the UOSA Plant, and Auxiliary Facilities approved and undertaken at the discretion of UOSA pursuant to the terms of this Agreement, including any replacements, modifications, improvements or authorized expansions.

"Reserves" shall mean (unless modified with the approval of all Political Subdivisions) all amounts held by UOSA as reserves which shall not exceed (1) an amount equal to the next year's estimated expenditures for operation and maintenance; (2) depreciation in a minimum amount required by law and the Trust Agreement; (3) funds necessary to pay principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds as they become due and payable; and (4) a margin of safety for making debt service payments not to exceed the highest year's payments for principal (whether at maturity or by required sinking fund payment), premium, if any, and interest on the Bonds.

"Septage Receiving Facility" shall mean that portion of the UOSA Plant, which accepts septage for treatment.

"Service Area" shall mean that portion of the watershed of Occoquan Creek and its tributaries lying above the confluence of Occoquan Creek and Bull Run, save and except the Cedar Run Watershed and that portion of the Occoquan Creek Watershed in Prince William County lying generally to the south of the centerline of Occoquan Creek, and being within the geographic boundaries of the Political Subdivisions. These geographic boundaries of the Service Area shall be determined more exactly from time to time by UOSA.

"Trust Agreement" shall mean, collectively, any resolution, trust agreement or indenture authorizing and securing Bonds to which UOSA is a party.

"Trustee" shall mean the trustee designated in any Trust Agreement.

"UOSA" shall mean the Upper Occoquan Sewage Authority, a public body politic and

corporate duly created pursuant to the Act by the Councils of the Cities (then Towns) of Manassas and Manassas Park and the Boards of Supervisors of Fairfax and Prince William Counties and by a certificate of Incorporation issued by the State Corporation Commission of Virginia on April 1, 1971.

"UOSA Delivery System" shall mean the regional delivery system of trunk or interceptor sewers now existing or to be expanded, constructed or modified, owned and/or operated by UOSA, including power supplies, pumping facilities, force mains, flow measurement devices and retention basins, to transport sewage from Points of Delivery to the UOSA Plant, all as shown on Exhibit A attached hereto.

"UOSA Plant" shall mean the advanced waste treatment plant now existing and as it may be expanded, constructed, or modified, owned and operated by UOSA, including administration buildings, plant offices, laboratory building, retention and ballast basins, power supplies and necessary appurtenances and equipment, for the treatment of sewage and the utilization and/or disposal of residuals and by-products in conformance with requirements of the Occoquan Policy and DEQ.

"VPDES Permit" shall mean the Virginia Pollution Discharge Elimination System permit or any permit of a different name which may hereafter authorize what is now permitted by a VPDES permit.

Section 1.2. UOSA and the Political Subdivisions each represent and warrant that they have full power and authority to enter into and perform this Agreement.

ARTICLE II

Term of Agreement

Section 2.1. This Agreement shall remain in full force and effect until December 31, 2049, and thereafter as may be provided by concurrent resolution of the member Political Subdivisions, which are then parties thereto. This Agreement may not be terminated by or as to any party until December 31, 2012 and thereafter until all Bonds have been paid or provision made for their payment.

Section 2.2. Subject to the limitation of Section 2.1, and the fulfillment of all conditions therein, any party to this Agreement may withdraw from UOSA and terminate all of its obligations under this Agreement. No sponsoring Political Subdivision of an Auxiliary Facility may withdraw from UOSA so long as the Auxiliary Facility Agreement is in effect. No such termination shall become effective until three years after written notice thereof shall have been given to each of the other parties hereto. Withdrawal and termination by one Political Subdivision shall not terminate this Agreement as to any other Political Subdivision.

ARTICLE III

Financing, Construction and Operation of Facilities

Section 3.1. UOSA is authorized and directed to proceed with the expansion of the capacity of the UOSA Plant to 54 mgd and sewerage system improvements identified as Phases I, II, and III of the CH2M HILL Preliminary Engineering Report, dated July 1987 (PER) that are part of the UOSA Delivery System, the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 54 mgd.

Section 3.2. UOSA is authorized and directed to proceed with the expansion of the

UOSA Flat Branch Delivery System from 54 mgd to 64 mgd as identified in the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and such other improvements as are necessary to make related improvements to the UOSA Delivery System.

Section 3.3. UOSA is authorized and directed to proceed with the construction, alterations and improvements required by DEQ to install nutrient reduction facilities and systems in the UOSA Plant and such other improvements as are necessary or beneficial to ensure compliance with DEQ regulations.

Section 3.4 UOSA is authorized and directed to proceed with the construction, alterations and improvements referred to as "hydraulic improvements", which are only those improvements that are specifically identified in the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, and such beneficial changes as are necessary to carry out the project identified therein and comply with regulatory requirements.

Section 3.5. UOSA has acquired approximately 210 acres of additional land in anticipation of its future needs. Such acquisition cost and/or debt shall be charged to the Political Subdivisions as may be necessary as an item specified in Section 6.1(c).

Section 3.6. UOSA shall direct the Trustee to deposit any balance of construction funds remaining from any issue of Bonds after completion of the improvements for which such Bonds were issued in a separate account pursuant to the Trust Agreement. Such funds shall be used and credited by UOSA as set forth in Section 6.4 (h).

Section 3.7. A Political Subdivision shall have the right to approve additional locations and capacity of sewer lines forming a part of the UOSA Delivery System, which are located within its boundaries and are not authorized by the expansion referenced in Section 3.1. UOSA

shall not construct additional lines within a Political Subdivision without prior authorization of that Political Subdivision.

Section 3.8. UOSA shall expand (as herein authorized), operate and maintain the UOSA Plant and the UOSA Delivery System in an efficient and economical manner, making all necessary and proper repairs, improvements, replacements and renewals, consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of DEQ and the Occoquan Policy.

Section 3.9. UOSA is authorized and directed to proceed with the expansion of the UOSA Plant and Delivery System to 60 mgd as identified in the October 2020 Master Plan to Address Increasing Flows and Loads at the Millard H. Robbins, Jr. Water Reclamation Plant prepared by Jacobs, and such other improvements as are necessary or beneficial to expand the UOSA Plant and Delivery System to 60 mgd.

ARTICLE IV

Obligations of Political Subdivisions

Section 4.1. The Political Subdivisions shall deliver to UOSA at Points of Delivery all sewage collected by them in the Service Area and, except as expressly permitted by this Agreement, shall not permit or provide for the treatment of sewage collected by them in the Service Area in any other manner. The Political Subdivisions shall be responsible for delivering sewage collected by them in the Service Area to UOSA at Points of Delivery and for financing, construction, operation and maintenance of all facilities for the collection and delivery of sewage to Points of Delivery.

Section 4.2. The Political Subdivisions recognize that the capacity of the UOSA Plant

will be regulated by DEQ and that allocations of UOSA Plant capacity will have to be made to avoid overloading. Each of the Political Subdivisions covenants and agrees not to exceed its UOSA Plant capacity as allocated from time to time. Each Political Subdivision has the primary responsibility for the necessary actions to insure that its wastewater flows to the UOSA Plant remain within such Political Subdivision's allocated share of DEQ certified flow capacity for the UOSA Plant.

Section 4.3. At such time as any Political Subdivision is advised by UOSA that for each month during any three consecutive month period, that Political Subdivision's 30 day rolling average flow exceeded 95% of its allocated capacity in the UOSA Plant, such Political Subdivision shall temporarily terminate the issuance of permits which allow- start of construction on projects in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's UOSA Plant capacity is increased by reason of reallocation, arrangements are made for sewage from the Service Area in excess of its allocation to be treated outside the Occoquan Watershed, or it has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked.

Section 4.4. Each of the Political Subdivisions covenants and agrees to pay promptly, when due, charges of UOSA as determined pursuant to Article VI and billed to it from time to time; provided, however, that all such charges shall be payable solely from revenues received by each Political Subdivision (or transferee or Authority or other legal entity created thereby as described in Section 4.8) from the charges to be paid by the users of its sewerage system and available to it for such purposes including availability fees, connection fees, service fees or any other fees, and other system revenues.

Section 4.5. Each of the Political Subdivisions covenants and agrees to fix and collect (or

cause to be fixed and collected) from the users of its sewerage system charges sufficient to make the payments required of it under this Agreement. UOSA will provide each Political Subdivision with information as to the minimum charge necessary for such Political Subdivision's required payments.

Section 4.6. Each of the Political Subdivisions will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body, including UOSA. Upon receipt of a notice of violation by an authorized regulatory body, the Political Subdivision shall proceed to comply with such rules or regulations within a reasonable time considering the exigencies of the circumstances.

Section 4.7. Each of the Political Subdivisions covenants and agrees (subject to provisions of its charter, if applicable) that it will not enter into any contract providing for sewage treatment with any party having sewage flows originating within the geographic boundaries of other Political Subdivisions that are members of UOSA without the prior approval of such other Political Subdivision; provided, however, that such right of approval shall not be construed to limit the power of DEQ to fulfill its function under the law.

Section 4.8. (a) Each Political Subdivision agrees not to sell, transfer or dispose of its sewerage system unless:

(i) Such transfer is to another governmental unit within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended;

(ii) The transferee agrees to comply with the terms of this Agreement to the extent applicable to sewage delivered to UOSA;

(iii) The transferee agrees to fix and collect rates and charges sufficient to satisfy the obligation of the transferring Political Subdivision under Section 4.5;

(iv) The transferee agrees to make the payments to UOSA required to be made by the transferring Political Subdivision to the extent such payments are not made by the Political Subdivision; and

(v) The sale, transfer or disposition is approved by UOSA.

Notwithstanding the foregoing, no such sale, transfer or disposition will release the transferring Political Subdivision from any obligation or liability under this Agreement or affect any agreement or understanding between the Political Subdivision and the transferee.

(b) In the event that a Political Subdivision creates or has created an Authority or other legal entity to act as its agent, for the purposes of collecting sewage in the Service Area and/or for billing and collecting fees or charges to be paid by the users of a sewerage system located in the Service Area, such Political Subdivision shall not be relieved of its obligations under this Agreement. Such Political Subdivision shall require any Authority or other legal entity it creates to comply fully with this Agreement with respect to all sewage collected within the Service Area and shall nonetheless remain responsible for any noncompliance. The Political Subdivision shall cause such Authority or other entity to covenant and agree to fix and/or collect from the users of its sewerage system charges sufficient to make the payments required under this Agreement. A Political Subdivision which creates or has created such an entity shall ensure that UOSA has the same rights as that Political Subdivision to enforce the setting and collecting of rates and the payment of charges to UOSA. To the extent that any such Authority or other legal entity agrees to charge, collect and pay all or any part of Political Subdivision's obligations to UOSA, such agreement shall supplement and not be in lieu

of the Political Subdivision's covenant and agreement to charge, collect and pay UOSA as provided in this Agreement.

Section 4.9. All parties hereto and any Authority or other entity described in Section 4.8.(b) will pursue diligently the abatement of inflow and infiltration.

Section 4.10. (a) Notwithstanding anything to the contrary in this Agreement, UOSA may contract with a Political Subdivision(s) to undertake the operation and (with the agreement of UOSA and the sponsoring Political Subdivision(s)) ownership of an Auxiliary Facility sponsored by that Political Subdivision(s) pursuant to an Auxiliary Facility Agreement, when authorized and approved by unanimous consent of the UOSA Board, with all eight members present and voting, in its sole discretion after having confirmed by resolution that:

(i) UOSA has determined that such alternative disposal of Industrial Wastewater to the Auxiliary Facility shall not violate the Occoquan Policy; and

(ii) the Auxiliary Facility shall not be detrimental to UOSA, the water supply, the Project or the operation thereof.

(b) Notwithstanding any other provision of this Agreement, all Auxiliary Facility Expenses shall be the sole and full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility. Any payment UOSA is required to make as a consequence of its undertaking, ownership or operation of the Auxiliary Facility shall be conclusively deemed an expense chargeable to the sponsoring Political Subdivision(s) only and no other Political Subdivisions shall be responsible or required to reimburse UOSA for any expenses, obligations, damages, costs or liabilities whatsoever that are directly or indirectly associated with such Auxiliary Facility.

(c) In addition to such other terms as the Board may decide upon,

the Auxiliary Facility Agreement shall include, and if not there set out shall be deemed to include, the following provisions:

- (i) that any required VPDES permits shall be issued to UOSA and UOSA shall have all necessary authority to ensure compliance with such permits, relevant laws and regulations and the efficient operation and control of such Auxiliary Facility;
- (ii) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall have the sole and full responsibility for all Auxiliary Facility Expenses, and neither UOSA shall be caused a diminution of revenue, nor the other Political Subdivisions be burdened with any Auxiliary Facility Expenses;
- (iii) that the Political Subdivision(s) which sponsors(s) such Auxiliary Facility shall, to the full extent permitted by law, provide indemnification to, and hold harmless, UOSA and the other Political Subdivisions for all such expenses, obligations, damages, costs and liabilities, including attorney fees, court costs and litigation expenses in any way associated with claims or causes of actions arising out of the Auxiliary Facility or the enforcement of the hold harmless obligation and the right to indemnification;
- (iv) that UOSA, in addition to all other rights by law or contract, shall have the right to terminate the operations of the Auxiliary Facility, upon reasonable notice to the sponsoring Political Subdivision, if any of the requirements of this Agreement or the Auxiliary Facility Agreement are breached by the sponsoring Political Subdivision;

(v) that the Political Subdivision(s) which sponsor(s) an Auxiliary Facility shall be responsible for financing, construction, operation and maintenance of all facilities for the collection and delivery of Industrial Wastewater to that Auxiliary Facility and for the conveyance of the treated effluent to the VPDES permit approved point of discharge.

(d) Any Political Subdivision, whether or not a party to an Auxiliary Facility Agreement, may sue to enforce the terms of such Auxiliary Facility Agreement. The party substantially prevailing in such litigation shall be awarded its reasonable attorneys fees and costs incurred with respect to the issues upon which it prevailed.

(e) Any Authority created by a Political Subdivision may be a party to any Auxiliary Facility Agreement to which the Political Subdivision is a party, with such rights, duties and obligations as the parties shall agree. In no event shall such an Auxiliary Facility Agreement be assignable without the written consent of UOSA and such assignment shall be only to another Political Subdivision.

(f) Delivery of Industrial Wastewater by a Political Subdivision to an Auxiliary Facility pursuant to this Section shall be deemed delivery to UOSA as required in Section 4.1 herein.

Section 4.11. If one or more of the Political Subdivisions wants to be permitted to deposit cash to fund all or a portion of that Political Subdivision's costs of one or more projects or a designated portion of an identified UOSA program to be funded by Bonds (or other financing) authorized by this Agreement, then for purposes of this Agreement, such project or projects or portion of a program shall be deemed to be a Partial Cash Funded Project if the additional conditions set forth in this Section and Section 4.12 are met. A

request for a Partial Cash Funded Project shall be made in writing at least 90 days prior to the issuance of such Bonds (or other financing) authorized by this Agreement and shall include:

- (a) The portion or amount of the desired deposit; and
- (b) An acknowledgement that such Political Subdivision shall continue to be obligated under the provisions of Section 6.1(c) to make payments to UOSA to restore the balance in any debt service reserve with respect to the Bonds for such project, even if the entire respective portion of the costs of such project has been deposited by the Political Subdivision and it therefor has no responsibility for regular payments for principal, premium, if any, or interest on such Bonds.

All monies relating to the same project, whether cash or financed funds, shall be maintained and administered in one fund. Any excess monies at the conclusion of the project shall be used for future project costs as may be permitted by the Bond (or other financing) documents in accordance with each member Political Subdivision's allocation of the costs of such project or projects or program.

Section 4.12. Before issuance of the Bonds (or other financing) for the Partial Cash Funded Project shall occur, the following three criteria must be met:

- (a) a unanimous vote by the UOSA Board to allow a project to be a Partial Cash Funded Project;
- (b) evidence satisfactory to it that the ratings on the Bonds for the Partial Cash Funded Project will be at least as high as the ratings on outstanding (but not defeased) Bonds of UOSA with which the Bonds to be issued will be secured in parity, unless the reduced rating can be attributed wholly to matters not associated with the financing qualifying as a Partial Cash Funded Project; and

(c) from the Political Subdivision or Subdivisions making the request under Section 4.11, the deposit with the trustee for the Bonds financing the Partial Cash Funded Project of cash in an amount equal to the portion of the cost of the Partial Cash Funded Project (not including Bond issuance expenses or initial reserve deposits) identified by the Political Subdivision or Subdivisions as the portion for which it intends to provide cash in lieu of a borrowing. Such Deposit shall include that Political Subdivision's share of the project costs to be financed, as well as that Political Subdivision's proportionate share of the fixed costs of borrowing (such as bond rating agency and financial advisor costs, etc.), but shall not include the variable costs of the borrowing which are calculated as a percentage of the borrowing (underwriting fees and initial reserve deposit). The proportionate share of the fixed costs of borrowing is based on the allocation of project costs (as set forth in Section 6.4) compared to the allocation of total project costs being funded. Project cost allocations and the proportionate share of fixed costs for a project to increase UOSA plant capacity beyond 54 mgd would have to be defined through a future Service Agreement Amendment.

ARTICLE V

Obligations of UOSA

Section 5.1. Subject to the provisions of this Agreement, UOSA shall accept and treat all sewage delivered by the Political Subdivisions at Points of Delivery up to their respective allocated (or reallocated per Section 5.4) UOSA Plant capacities. UOSA shall also accept and treat septage delivered to the Septage Receiving Facility in accordance with Section 5.7. UOSA shall be under no obligation to treat sewage at the UOSA Plant delivered by any Political Subdivision in excess of its allocated (or reallocated per Section 5.4) UOSA Plant capacity.

Subject to the other provisions of this Agreement, UOSA shall accept and treat Industrial Wastewater at any Auxiliary Facility in accordance with the terms of the respective Auxiliary Facility Agreement.

Section 5.2. UOSA shall not request DEQ certification for any additional UOSA Plant capacity for a specific Political Subdivision unless so requested by the governing body of such Political Subdivision. Any increase in certified UOSA Plant capacity shall be subject to UOSA and the Political Subdivisions meeting all applicable requirements of the Occoquan Policy. Any increase in certified UOSA Plant capacity shall be allocated to and paid for by Political Subdivisions requesting such increases in certification (to include reimbursement to the other Political Subdivisions for any capital contributions previously made in excess of the revised percentage allocations).

Section 5.3. Prior to DEQ issuing a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the capacity allocation was as follows:

Fairfax County	9.9149 mgd
Prince William County	8.6781 mgd
City of Manassas	6.6813 mgd
City of Manassas Park	1.7257 mgd
	27.0000 mgd

Section 5.4. Any Political Subdivision may reallocate any portion of its allocated UOSA Plant capacity to any other Political Subdivision on such terms as may be mutually agreeable, subject to approval of UOSA. The Political Subdivisions shall give UOSA written notice of any such transfer and UOSA shall change the UOSA Plant capacity allocations on its books and records. However, these reallocations shall not alter the obligations of each Political Subdivision

as set forth in Sections 6.1(b) and (c) and Sections 6.3 and 6.4.

Section 5.5. (a) At such time that DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd but less than 54 mgd, the allocation of the first 27 mgd was as set forth in Section 5.3 and the allocation of capacity above 27 mgd to 54 mgd was in the following percentages:

	<u>Percentage of Additional Capacity</u>
Fairfax County	65.5%
Prince William County	26.4%
City of Manassas	3.7%
City of Manassas Park	<u>4.4%</u>
	100.0%

(b) At such time that DEQ issues a Certificate to Operate the UOSA Plant at a capacity of 60 mgd, the allocation of additional capacity from 54 mgd to 60 mgd shall be as follows:

	<u>Percentage of Additional Capacity</u>
Fairfax County	0%
Prince William County	50%
City of Manassas	50%
City of Manassas Park	0%

Section 5.6 (a) As of January 3, 2005, the date DEQ issued a Certificate to Operate the UOSA Plant at a capacity of 54 mgd, the allocation of capacity became as follows:

	<u>Total Capacity Allocation</u>	<u>Percentage of Total Capacity</u>
Fairfax County	27.5999 mgd	51.1109%
Prince William County	15.7971 mgd	29.2539%
City of Manassas	7.6893 mgd	14.2395%
City of Manassas Park	<u>2.9137 mgd</u>	<u>5.3957%</u>
	54.0000 mgd	100.0000%

(b) At such time as DEQ issues a Certificate to Operate the UOSA Plant at 60

mgd, the allocation of capacity shall be as follows:

	Total Capacity Allocation (mgd)*	Percentage of Total Capacity*
Fairfax County	27.5999	45.9998%
Prince William County	18.7971	31.3285%
City of Manassas	10.6893	17.8155%
City of Manassas Park	2.9137	4.8562%

*Does not include any reallocations or sales of capacity between jurisdictions pursuant to Section 5.4.

Section 5.7. UOSA may, with the consent of the appropriate Political Subdivision and in accordance with rates lawfully established by UOSA, contract with and license any person, corporation or association operating a septic tank cleaning or similar service for the treatment of septage collected in a Political Subdivision. UOSA may also so contract with a Political Subdivision or an Authority which licenses septage haulers for the treatment of septage collected in a Political Subdivision and delivered to the septage Receiving Facility as long as such contract is in accordance with rates lawfully established by UOSA. All such septage shall be counted against the allocated UOSA Plant capacity of the appropriate Political Subdivision. Notwithstanding any provision in this Agreement to the contrary, UOSA shall allocate the costs of operating the Septage Receiving Facility in proportion to the amount of septage received from each Political Subdivision. All revenues derived from the use of the Septage Receiving Facility paid to UOSA from septage hauls originating in a Political Subdivision shall be deducted from that Political Subdivision's costs.

Section 5.8. UOSA covenants and agrees that it will endeavor to observe all applicable administrative and technical requirements contained in the Occoquan Policy or legally required by any authorized regulatory body. Upon receipt of a notice of violation by any authorized regulatory body, UOSA shall proceed to comply with such rules and regulations within a

reasonable time considering the exigencies of the circumstances.

ARTICLE VI

Rates and Charges

Section 6.1. UOSA shall fix and determine from time to time charges for the use of the UOSA Plant and UOSA Delivery System. Such charges shall be established by UOSA at such levels as may be necessary to provide funds, together with other available funds, sufficient at all time to pay:

- (a) the cost of operation and maintenance of
 - (1) the UOSA Plant, including reasonable reserves for such purposes,
 - and
 - (2) the UOSA Delivery System, including reasonable reserves for such purposes;
- (b) the Cost of Replacements and Necessary Improvements of
 - (1) the UOSA Plant, including reasonable reserves for such purposes,
 - and
 - (2) the UOSA Delivery System, including reasonable reserves for such purposes; and
- (c) the principal of, premium, if any, and interest on the Bonds, the

Cost of the UOSA Plant and UOSA Delivery System not paid with Bond proceeds, or any other monies due under the Trust Agreement, as the same become due, and required reserves therefore on Bonds issued to finance the Cost of

- (1) the UOSA Plant, and

(2) the UOSA Delivery System.

Reserves accumulated by UOSA may be used to the extent permitted by the Trust Agreement to meet the reasonable Cost of Replacements and Necessary Improvements, which do not increase the capacity or scope of the UOSA Plant and UOSA Delivery System. The Political Subdivisions recognize that reserves may not be available at all times, and they may be billed for the Cost of Replacements and Necessary Improvements as needed.

For purposes of Section 6.4(a) - (f), with respect to any Partial Cash Funded Project, the phrase "all charges due or incurred under 6.1(c)" shall be determined pursuant to Section 6.11.

Section 6.2. The total charges determined pursuant to Section 6.1(a) shall be paid by each Political Subdivision in proportion to the ratio, which its annual flow as metered through the Points of Delivery bears to the total annual flow received at the UOSA Plant. Indirect costs of administration and overhead shall be allocated on the same basis as Section 6.1(a) charges.

Section 6.3. Prior to the time DEQ issued a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) were paid by each Political Subdivision in accordance with the following percentages:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

At such time as DEQ issued or will issue in the future a Certificate to Operate the UOSA Plant at a capacity greater than 27 mgd, the total charges determined pursuant to Section 6.1(b) shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation of all Political Subdivisions.

Section 6.4. The total charges determined pursuant to Section 6.1(c) shall be paid by each Political Subdivision in accordance with the following percentages:

(a) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System up to 27 mgd:

Fairfax County	30.83%
Prince William County	33.03%
City of Manassas	21.19%
City of Manassas Park	14.95%

(b) For all charges due or incurred under 6.1(c) for expanding the UOSA Plant and Delivery System from 27 mgd to 54 mgd:

	<u>I Plant Expansion</u>	<u>II Delivery System Expansion</u>
Fairfax County	65.5%	51.1109%
Prince William County	26.4%	29.2539%
City of Manassas	3.7%	14.2395%
City of Manassas Park	4.4%	5.3957%

* Identified as Sewerage System Improvements Phases I, II and III in the CH2M HILL Preliminary Engineering Report dated July 1987 (PER), the CH2M HILL "Cub Run Gravity Delivery System Evaluation", dated March 2004, and the Hazen and Sawyer "Flat Branch Delivery System Study", dated May 2005, and related Costs.

(c) For all charges due or incurred under 6.1. (c) for expanding the UOSA Flat Branch Delivery System from 54 mgd to 64 mgd:

Prince William County	90%
City of Manassas	10%

The Flat Branch Delivery System costs for expanding from 54 mgd to 64 mgd shall be calculated as 9.3 percent of the total costs for the projects identified in the Hazen and Sawyer engineering analysis, dated July 12, 2005. The remainder, or 90.7 percent, of the total costs identified in that analysis are associated with expanding the Flat Branch Delivery System from 27 mgd to 54 mgd and shall be charged based on the UOSA Delivery System percentage shown in Section 6.4. (b).

(d) For all charges due or incurred under 6.1 (c) for incorporating nutrient reduction facilities and systems into the UOSA Plant authorized by Section 3.3:

Fairfax County	45.5554%
Prince William County	32.9576%
City of Manassas	16.0913%
City of Manassas Park	5.3957%

(e) For all charges due or incurred under 6.1. (c) "Hydraulic Improvements" authorized by Section 3.4:

Fairfax County	28.52%
Prince William County	57.13%
City of Manassas	12.44%
City of Manassas Park	1.91%

Pursuant to the CH2M HILL Technical Memorandum: "Basis for Hydraulic Improvements to the UOSA Regional Water Reclamation Plant", dated July 13, 2006, the Section 3.4. Hydraulic Improvements are based on peak flows of 95 mgd from UOSA's Flat Branch Pump Station and peak flows of 68.5 from pump stations within Fairfax County, for a total peak flow of 163.5 mgd. The Political Subdivisions agree that should additional peak flows necessitate additional hydraulic capacity improvements beyond those identified in the Technical Memorandum, the cost of such additional hydraulic capacity improvements shall be borne by the Political Subdivision(s) which generates the necessity for such additional improvements.

(f) All charges due or incurred under 6.1. (c) for any Cost of Replacements and Necessary Improvements (including repairs and renewals) for which Bonds are issued shall be paid by each Political Subdivision in proportion to the ratio its maximum capacity allocation bears to the total maximum capacity allocation, as set forth in the then current Certificate to Operate, of all the Political Subdivisions.

(g) A Political Subdivision may pre-pay its debt service obligations so long as

such pre-payment does not affect adversely the tax status of any Bonds. UOSA, at its option, may apply all or a portion of any such pre-payment and any earnings therefrom (1) to the subsequent debt service obligations of the pre-paying Political Subdivision as they become due, or (2) to effect a redemption of all or a portion of such Political Subdivision's share of outstanding Bonds. In the event of any such redemption, the pre-paying Political Subdivision's share of debt service obligations (with respect to the Bond issue of which the redeemed Bonds were a part) shall be reduced correspondingly by the amount of the redemption.

(h) Subject to the provisions of the Trust Agreement, residual funds from past or future Bond offerings shall be applied to authorized expansions or Costs of Replacements or Necessary Improvements and shall be credited toward each Political Subdivision's obligation in proportion to the Political Subdivision's obligations in Article VI on the project or projects from which the funds are derived.

(i) For all charges due or incurred under 6.1(c) for the construction and expansion of the UOSA Plant and Delivery System from 54 mgd to 60 mgd:

Fairfax County	0%
Prince William County	50%
City of Manassas	50%
City of Manassas Park	0%

Section 6.5. Should DEQ certify additional capacity in the UOSA Plant after a request from a Political Subdivision or Political Subdivisions upon approval by UOSA, the total charges for Section 6.1(c) shall be adjusted as outlined in Section 5.2. The charges determined pursuant to Section 6.1(c) for any additional UOSA Plant capacity added in the future shall be paid in accordance with the maximum capacity allocation specified by the amendment to this Agreement which authorize such additions, or as otherwise provided in such amendments.

Section 6.6. The charges pursuant to Section 6.1(c) to be paid by a Political Subdivision

shall be increased for each month the actual quantity of sewage from such Political Subdivision, as determined by the highest average of any 30 consecutive day flow ending during the calendar month, exceeds its UOSA Plant capacity allocation (or reallocation pursuant to Section 5.4 or Section 6.5). In such an event, a Political Subdivision shall pay additional charges ("Additional Charges") pursuant to Section 6.1(c) as if the UOSA Plant capacity had been available and allocated, provided that such Additional Charges shall not purchase any additional rights for the use of the UOSA Plant by such Political Subdivision and in no way condones such excess flows. These Additional Charges shall be applied to the reimbursement, on a pro rata basis, to such other Political Subdivisions to the extent their highest average of any 30 consecutive day flow ending during that calendar month was less than their allocated capacity . To the extent the Additional Charges exceed such reimbursement, they shall be deposited in an escrow account to be used for the purposes of defraying the Cost of expansion, capital improvements or studies of future expansions of the UOSA Plant and UOSA Delivery System. Any reimbursements under this section shall not alter the Political Subdivision's obligation to pay its share of the charges required by Section 6.1. (c).

Section 6.7. No Political Subdivision shall discharge sewage to UOSA which exceeds its allocated share (or reallocated share pursuant to Section 5.4 or Section 6.5) by weight or concentration of the total design capacity of the UOSA Plant or cause UOSA to exceed any lawful limitations imposed upon its discharge. A Political Subdivision's allocated share of the total designed UOSA Plant loadings shall be the same percentage as its allocated percentage of total UOSA Plant design flow (mgd). At such time as any Political Subdivision is advised by UOSA that during each month of any three consecutive month period, that Political Subdivision's 30 day rolling average pollutant load discharged exceeded its allocated share of

total designed UOSA Plant loadings, such Political Subdivision shall proceed to take such measures as may be necessary to bring its discharges into compliance and shall temporarily terminate the issuance of permits which would result in any increase in the excessive loading in that portion of the UOSA Service Area in the Political Subdivision until the exceeding Political Subdivision's allocated share of total UOSA Plant loadings is increased by reason of reallocation or it has been advised by UOSA that it may deliver additional sewage to UOSA and such advice has not been revoked. During the period of noncompliance, UOSA may assess the Political Subdivision costs for the treatment of the excess loading. All monitoring costs during the noncomplying period shall be borne by the noncomplying Political Subdivision.

Section 6.8. UOSA may present charges (including charges with respect to Auxiliary Facilities) based on budget estimates, subject to adjustment on the basis of an independent audit at the end of each fiscal year. All charges of UOSA shall be payable upon presentation. In the event any Political Subdivision shall fail to make payment in full within 30 days after presentation, interest on such unpaid amounts shall accrue at the highest rate of interest payable by UOSA on any of the Bonds then outstanding until such amounts and interest thereon have been paid in full. UOSA may enforce payment by any remedy available at law or in equity.

Section 6.9. UOSA shall provide Meters where necessary to determine and record on a continuing basis the quantities of sewage delivered by each Political Subdivision. Meters shall be tested by UOSA for accuracy not less than once every two years. At the request of any Political Subdivision, UOSA shall test any Meter for accuracy at any time; provided, however, that should such Meter prove to be accurate within a range of plus or minus 2%, the cost of the Meter test shall be borne by the requesting Political Subdivision. In the event any Meter shall fail to record correctly the flow of sewage for any period of time, UOSA shall estimate the amount of flow on

the basis of prior experience.

Section 6.10. Notwithstanding anything in this Agreement to the contrary:

(a) Industrial Wastewater delivered to and treated at an Auxiliary Facility shall not be considered as flows to the UOSA Plant for the determination of allocated capacity in the UOSA Plant or as annual flows received at the UOSA Plant for the determination of rates and charges under Section 6.2; and

(b) All Auxiliary Facility Expenses, which are the full responsibility of the Political Subdivision(s) proposing and sponsoring such Auxiliary Facility, shall be budgeted, presented and collected by UOSA from the sponsoring Political Subdivision separate from and in addition to the other charges established by this Article VI.

Section 6.11. Political Subdivisions which funded cash deposits for a Partial Cash Funded Project, to the extent such deposits were in lieu of their responsibility for the borrowing, shall not be charged for payment of principal of, premium, if any, and interest on the Bonds for such Partial Cash Funded Project provided such requesting Political Subdivisions shall be responsible in accordance with Section 6.4(a) - (f) (with the specified percentage or other allocation therein determined as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project) and charged for the related Cost of the UOSA Plant and UOSA Delivery System not paid with Bond or financing proceeds, and other monies due under the Trust Agreement, as the same become due. It is acknowledged by the parties hereto that such deposit shall not reduce or otherwise affect the obligation of the Political Subdivisions under Section 6.1(c) to make payments for any deficiencies in any required reserves for such project or on such Bonds or bonds refunding such Bonds as if the one or more financed facilities or portions thereof was not a Partial Cash Funded Project.

The existence of a Partial Cash Funded Project shall not affect the responsibility of any Political Subdivision under any provision of this Agreement other than Section 6.4 and then only as it relates to a Partial Cash Funded Project. If Bonds which funded a Partial Cash Funded Project are subsequently refunded, the responsibility for the payment of principal of, premium, if any, and interest on the refunding Bonds shall be proportionately the same as for the Bonds for the project, with the responsibility for any deficiencies in the reserves after the initial deposit being allocated in the same percentages as for the refunded Bonds including as to the depositing Political Subdivisions.

Section 6.12. In connection with the issuance of publicly offered Bonds, unless a member Political Subdivision determines that the obligations under any continuing disclosure agreement to be executed therefor are materially different, either in the actions required or the types of information to be disclosed, from the obligations under agreements executed in connection with prior UOSA Bonds, then such agreements, at the option of the member Political Subdivision, may be executed on behalf of a Political Subdivision by responsible officers thereof without a specific vote of the governing body thereof.

ARTICLE VII

Miscellaneous

Section 7.1. This Agreement restates and amends the prior Service Agreement.

Section 7.2. It is recognized by the parties hereto that this Agreement constitutes an essential part of UOSA's financing plan and that this Agreement cannot be amended, modified, or otherwise altered in any manner that will impair or adversely affect the security afforded hereby for the payment of the principal of, premium, if any, and interest on the Bonds, except as

provided in the Trust Agreement. The obligations of the Political Subdivisions hereunder or the issuance of the Bonds shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth or of any Political Subdivision thereof. The Bonds shall contain a statement on their face substantially to the effect that neither the faith and credit of the Commonwealth nor the faith and credit of any county, city or town of the Commonwealth are pledged to the payment of the principal of or the interest on such Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate the Commonwealth or any county, city or town of the Commonwealth to levy any taxes whatever therefor or to make any appropriations for their payment.

Section 7.3. This Agreement can be modified or amended only with the consent of UOSA, the Political Subdivisions and the Trustee.

Section 7.4. UOSA shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by the Political Subdivisions through their duly authorized agents. UOSA shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the Political Subdivisions.

Section 7.5. The provision of sewer service to the screened area shown on the plat, dated April, 1981, attached hereto as Exhibit B and made a part hereof, by an entity other than UOSA shall not be considered a violation of this Agreement, such area being more particularly described as follows:

Beginning at the southeast corner of the property located on Fairfax County Tax Map 68-1 ((1)) parcel 13, then running along the western right-of-way of Route 123 in a northerly direction approximately 1,900 feet to the centerline of Route 620-Braddock Road, then continuing along the western

right-of-way line of Route 123 in a northeasterly direction approximately 2,600 feet to the northeast corner of property located at tax map No. 57-3 ((1)) parcel 7A; then following from said corner for approximately 1,400 feet in a northwesterly direction, then 600 feet in a southwesterly direction and 550 feet in a northerly direction to a corner common to George Mason University [tax map 57-3 ((1)) parcel 7A] and Richlynn Development, Inc. (University Square Subdivision) then along the George Mason University property line as follows: for approximately 1,900 feet in a northwesterly direction, approximately 2,750 feet in a southwesterly direction to the northern right-of-way line of Route 620-Braddock Road, then along said right-of-way line in a southeasterly direction for approximately 1,400 feet to the East Fork of Popes Head Creek; then across Braddock Road in a southeasterly direction along the property line of Hazel [tax map No. 68-1 ((1)) parcel 16] for approximately 2,000 feet; then in a southeasterly direction along the properties of Hazel and others for approximately 2,100 feet to the point of beginning, containing approximately 360 acres.

At such time as the UOSA Delivery System is extended to serve the above-described area, such area shall be served by UOSA.

Section 7.6. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors.

Section 7.7. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision hereof.

Section 7.8. This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as one original.

Section 7.9. This Agreement shall become effective upon the last date of the parties executing this Agreement, as set forth here below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be restated, amended and executed, and their seals to be affixed and attested by their duly authorized officers, all as of the date appearing next to their signatures.

UPPER OCCOQUAN SEWAGE AUTHORITY

Date: _____

(SEAL)
ATTEST:

City Clerk

Date: _____

BY: _____

CITY OF MANASSAS

BY: _____
Mayor

(SEAL)
ATTEST:

City Clerk

Date: _____

CITY OF MANASSAS PARK

BY: _____
Mayor

(SEAL)
ATTEST:

Clerk

Date: _____

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

BY: _____
Chairman

(SEAL)
ATTEST:

Clerk

Date: _____

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

BY: _____
Chairman

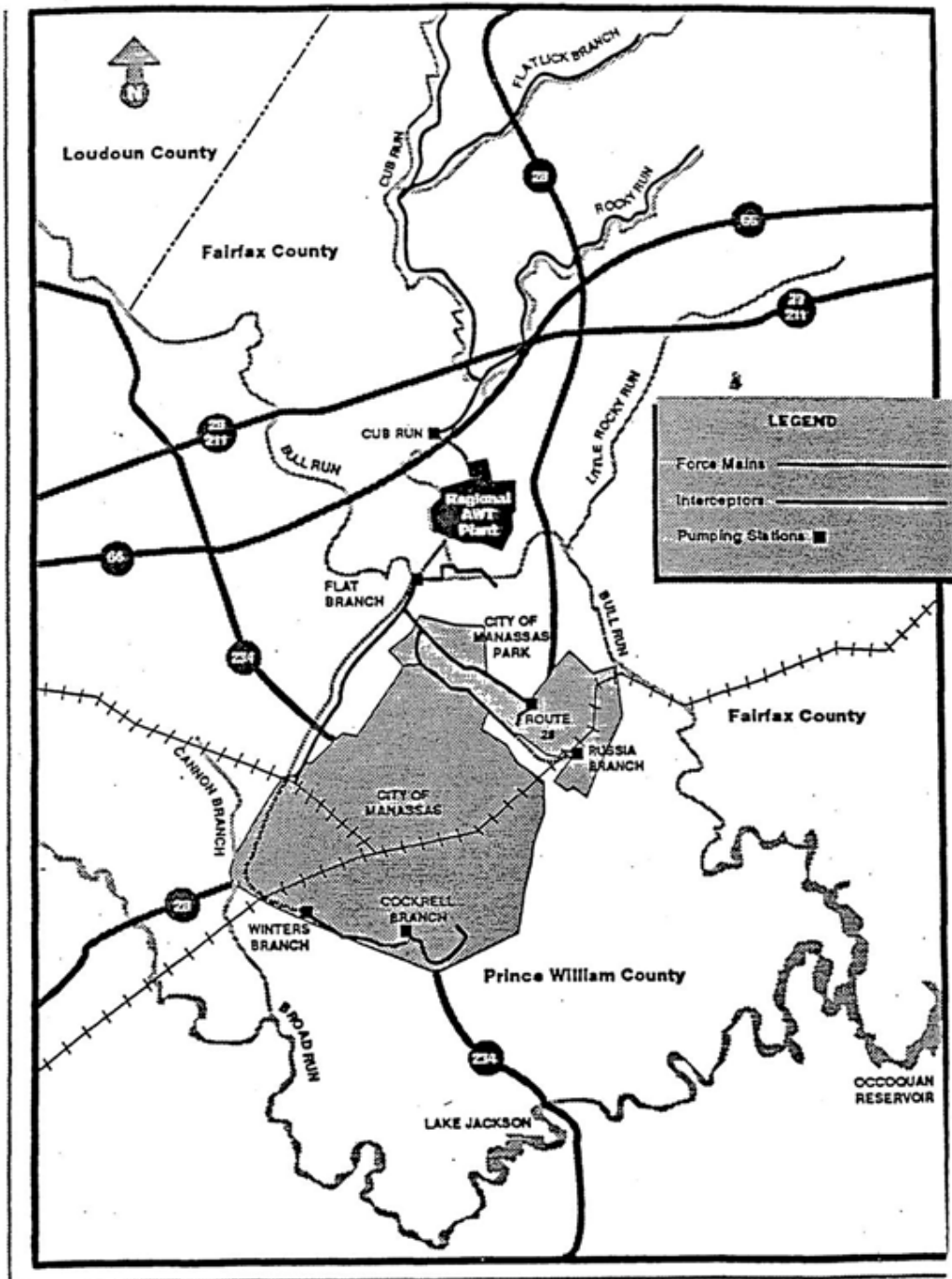


EXHIBIT A

General Location Map
UOSA Delivery System

