

<p style="text-align: center;"><b>ACTIONS</b>  <b>Board of Supervisors Meeting of November 15, 2023</b></p>		
		November 21, 2023
<b>AGENDA ITEM/ACTION</b>	<b>ASSIGNMENT</b>	<b>VIDEO</b>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> <li>The meeting was called to order at 1:00 p.m., by the Chair, Ms. Price. All BOS members were present. Also present were Jeff Richardson, Steve Rosenberg, Claudette Borgersen, and Travis Morris.</li> </ul>		
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> <li>Item #8.3 was removed from the consent agenda.</li> <li>By a vote of 6:0, <b>ADOPTED</b> the final agenda as amended.</li> </ul>		
<p>5. <u>Jim Andrews:</u></p> <ul style="list-style-type: none"> <li>Stated that he and Ms. McKeel had attended an update on the Southwood project, met with the representatives of the Monacan Nation, and toured the back of the village where there will be a Monacan Indian Nation tribute park. During the meeting, the National Native American Heritage Month proclamation was presented.</li> </ul> <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> <li>Commented on the sessions he attended at the Virginia Association of Counties conference (VACo) and remarked that he was particularly interested in the crisis intervention strategies, as it aimed to reduce the need for local jailing due to mental health or behavioral health crises.</li> </ul> <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> <li>Remarked on the Veterans Day program held in Lane Auditorium, which was sponsored by the Charlottesville-Albemarle American Legion Post 74.</li> <li>Commented on the Southwood tour and added that there were plans to conduct Zoom meetings with representatives from the Monacan Indian Nation to determine their preferences and vision for the park's development.</li> </ul> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>Commented on the VACo breakout sessions she attended and that she had and shared PowerPoints with the Board.</li> </ul> <p><u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> <li>Expressed that she enjoyed the VACo conference and that each Supervisor who attended went to different sessions for the Board to receive information on as many topics as possible.</li> <li>Stated that on Veterans' Day she had attended the opening of the Rosenwald School Community Center and shared background information on the Rosenwald Rural Schools Initiative.</li> </ul> <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> <li>Shared a photograph of Ann Mallek assuming the presidency of VACo. She mentioned that Supervisor Mallek has served on VACo for 17 years and has held 30 different leadership</li> </ul>		

[Link to Video](#)

	<p>positions within County, regional, state, and national organizations.</p> <ul style="list-style-type: none"> <li>• Consensus to move recess from 2:00 p.m. to 3:45 p.m.</li> <li>• Commented on the sessions she attended at VACo.</li> <li>• Expressed her appreciation to Peter Thompson, who was about to retire from the Center.</li> <li>• Thanked Jeff Richardson for his work on Fire Rescue workforce stabilization.</li> <li>• Commented that she joined Jeff Richardson at the University of North Carolina at Chapel Hill where he presented to both Public Administration master's degree students and ICMA fellows.</li> <li>• Mentioned that the previous weekend, she had the opportunity to visit the Vinegar Hill Theater and watch the Adrenaline Film Project where the winning team consisted of three students from Albemarle County High School.</li> <li>• Announced that there would be a work session on December 4 on Developers Incentives.</li> <li>• Urged safe travels during the Thanksgiving holiday.</li> </ul>	
6.	<p>Proclamations and Recognitions.</p> <ul style="list-style-type: none"> <li>• There were none.</li> </ul>	
7.	<p>From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <li>• <u>The following individuals spoke towards item #9 on the agenda:</u> <ul style="list-style-type: none"> <li>○ Susan Perry</li> <li>○ John Hall</li> <li>○ Harold Foley</li> <li>○ Ruby Turion</li> <li>○ Lisa Drain</li> <li>○ Deirdre Gilmore</li> <li>○ Rosie O'Parker</li> </ul> </li> <li>• <u>Doug Earl, Scottsville District</u>, spoke towards Ranked Choice Voting.</li> <li>• <u>Daniel Funk, Scottsville District</u>, spoke regarding rezoning the Moose Lodge at 3756 Richmond Road.</li> <li>• <u>Connor O'Donnell, Jack Jouett District</u>, spoke regarding rezoning for small-scale artisan manufacturing.</li> </ul>	
8.2	<p>Thomas Jefferson Soil and Water Conservation District Agreement – ACAP</p> <ul style="list-style-type: none"> <li>• <b>APPROVED</b> the new ACAP agreement and <b>AUTHORIZED</b> the County Executive to execute the agreement after approved as to form and substance by the County Attorney.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Facilities and Environmental Services, and County Attorney's office. (Attachments 1)</p> <p><u>Facilities and Environmental Services:</u> Provide clerk with fully executed copy of agreement. (Attachment 2)</p>
8.3	<p>Biscuit Run Maintenance Facility Design-Build Procurement</p> <ul style="list-style-type: none"> <li>• <b>Removed from the agenda.</b></li> </ul>	
8.4	<p>Renumbering the C-PACE Ordinance.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> the ordinance to renumber the previously adopted ordinance within the County Code.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed ordinance to the County Attorney's office (Attachment 3)</p>

8.5	<p>SE202300028 Mechums Trestle Parking Special Exception.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> the Resolution to approve the special exception to reduce the minimum number of parking spaces otherwise required by County Code § 18-4.12.6.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and the County Attorney's office (Attachment 4)</p>	
9.	<p>Albemarle-Charlottesville Regional Jail (ACRJ) Renovation Project Interim Financing.</p> <ul style="list-style-type: none"> <li>• <b>APPROVED</b> the Jail Board Authority's issuance of obligations for interim financing.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Budget and Finance, and the County Attorney's office. (Attachment 5)</p>	
10.	<p><b>Work Session:</b> Five-Year Financial Plan.</p> <ul style="list-style-type: none"> <li>• <b>HELD.</b></li> </ul>		
	<p><b>Recess.</b> 3:47 p.m. the Board recessed and reconvened at 4:00 p.m.</p>		
11.	<p><b>Presentation:</b> Clean Earth Fill and Inert Waste Activity Program Update.</p> <ul style="list-style-type: none"> <li>• <b>RECEIVED.</b></li> </ul>		
12.	<p>Closed Meeting.</p> <ul style="list-style-type: none"> <li>• At 4:33 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia: <ul style="list-style-type: none"> <li>○ Under Subsection (1), to discuss and consider: <ul style="list-style-type: none"> <li>○ appointment of the County's director of economic development; and</li> <li>○ the annual performance of the county attorney; and</li> </ul> </li> </ul> </li> <li>• under subsection (7), to consult with legal counsel and receive briefings by staff members pertaining to actual litigation in the case styled County of Albemarle v. The Vine and Fig Tree Farm, LLC, Jason Williamson and Susan Williamson, where consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the County and the Board;</li> <li>• under subsection (8), to consult with legal counsel regarding specific legal matters requiring legal advice related to alcoholic beverage control laws and decisions of administrative law judges of the Virginia Alcoholic Beverage Control Authority; and</li> <li>• under subsection (29), to discuss the award of a public contract involving the expenditure of public funds for photo speed monitoring devices in school crossings and highway work zones, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the County and the Board.</li> </ul>		
13.	<p>Certify Closed Meeting.</p> <ul style="list-style-type: none"> <li>• At 6:01 p.m., the Board reconvened into open meeting and certified the closed meeting.</li> <li>• By a vote of 6:0, <b>ADOPTED</b> the resolution to appoint Barry Albrecht as the Director of Economic Development effective on and after December 18, 2023.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Human Resources, Budget and Finance, and the County Attorney's office. (Attachment 6)</p>	
14.	<p>From the County Executive: Report on Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> <li>• Presented the County Executive's monthly report.</li> </ul>		
15.	<p>From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <li>• <u>Matthew Helt, White Hall District</u>, spoke</li> </ul>		

	regarding the completion of Western Park.	
16.	<p><b><u>Pb. Hrg.: SP202200022 and SE202200047 Walnut Creek Park Tier III PWSF.</u></b></p> <ul style="list-style-type: none"> <li>By a vote of 5:1 (Mallek), <b>ADOPTED</b> the resolution to approve SP202200022 with conditions.</li> <li>By a vote of 6:0, <b>ADOPTED</b> the resolution to approve SE202200047.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolutions to Community Development, and the County Attorney's office. (Attachments 7 and 8)</p>
17.	<p><b><u>Pb. Hrg.: SP202300004 Briery Creek Farm (Reventon Farm) – Water Related Uses and SP202300005 Reventon Farm – Boarding.</u></b></p> <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>ADOPTED</b> resolution to approve SP202300004 with conditions.</li> <li>By a vote of 6:0, <b>ADOPTED</b> resolution to approve SP202300005.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolutions to Community Development, and the County Attorney's office. (Attachments 9 and 10)</p>
18.	<p><b><u>Pb. Hrg.: ZTA2023-00003 Residential Density Bonus Factors.</u></b></p> <p>By a vote of 5:1 (Price), <b>ADOPTED</b> Ordinance ZTA202300003 Residential Bonus Density Factors, as amended to read "Chapter 18. Zoning."</p>	<p><u>Clerk:</u> Forward copy of signed resolutions to Community Development and the County Attorney's office. (Attachment 11)</p>
19.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> <li>Announced that on January 10, 2024, there would be a safety summit which was the kickoff for the Safe Streets for All grant.</li> <li>Reported that the Thomas Jefferson Planning District Commission had conducted their annual audit and received a clean report with no issues.</li> <li>Commented that the Regional Housing Partnership (RHP) had held their quarterly meeting and that the RHP would join the Board for the developer's incentive meeting on December 4.</li> <li>Made remarks concerning the maintenance and security of buildings for businesses that had closed where no new business had yet taken over the building.</li> </ul> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>Mentioned that the County Office Building was featured on the National Association of Counties (NACo) site for Operation Green Light and expressed her gratitude to the staff for their ingenious and reasonable efforts in making the building look spectacular for veterans.</li> <li>Commented that she would be forwarding to the Board a draft letter to Congress regarding the larger trucks bills and encouraged Board members to review and modify the text as needed before sending their own versions to their congressional delegation.</li> </ul> <p><u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> <li>Mentioned that the Board should have received a copy of the Virginia State Fund Budget, Outlook, and issues with K-12 funding and that the outlook was more positive than initially anticipated.</li> </ul> <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> <li>Announced that there was a joint work session scheduled for December 4 on developers' incentive and on December 7,</li> </ul>	

	there would be a meeting with their legislative delegation.		
20.	Adjourn to December 6, 2023, 1:00 p.m. Lane Auditorium. • The meeting was adjourned at 9:03 p.m.		

ckb/tom

Attachment 1 – Resolution to Approve Revised Agreement Between the County of Albemarle and the Thomas Jefferson Soil and Water Conservation District

Attachment 2 – Revised Agreement Between the County of Albemarle and the Thomas Jefferson Soil and Water Conservation District

Attachment 3 – Ordinance No. 23-15(2)

Attachment 4 – Resolution to Approve SE202300028 Mechums Trestle Parking

Attachment 5 – Resolution Approving the Issuance of Obligations for Improvements to the Albemarle-Charlottesville Regional Jail Authority Facilities

Attachment 6 – Resolution Appointing Barry Albrecht as The Director of Economic Development

Attachment 7 – Resolution to Approve SP202200022 Verizon – Walnut Creek Park Tier III PWSF

Attachment 8 – Resolution to Approve SE 2022-00047 Verizon – Walnut Creek Park Tier III Personal Wireless Service Facility

Attachment 9 – Resolution to Approve SP 202300004 Briery Creek Farm (Reventon Farm) – Water Related Uses

Attachment 10 – Resolution to Approve SP202300005 Briery Creek Farm (Reventon Farm) - Boarding Camp

Attachment 11 – Ordinance No. 23-18(2)

**RESOLUTION TO APPROVE REVISED AGREEMENT  
BETWEEN THE COUNTY OF ALBEMARLE AND  
THE THOMAS JEFFERSON SOIL AND WATER CONSERVATION DISTRICT**

**WHEREAS**, the Board of Supervisors finds it is in the best interest of the County to revise its Agreement with the Thomas Jefferson Soil and Water Conservation District for administration of the Albemarle Conservation Assistance Program.

**NOW, THEREFORE, BE IT RESOLVED** that, the Board of Supervisors of Albemarle County, Virginia hereby approves the Agreement between the County of Albemarle and the Thomas Jefferson Soil and Water Conservation District and authorizes the County Executive to execute the agreement on behalf of the County after it is approved as to form and substance by the County Attorney.

## MEMORANDUM OF AGREEMENT

Between

ALBEMARLE COUNTY

And the

THOMAS JEFFERSON SOIL AND WATER CONSERVATION DISTRICT

This Memorandum of Agreement (MOA) is made and entered into the 7<sup>th</sup> day of December, 2023, by and between Albemarle County ("County") and the Thomas Jefferson Soil and Water Conservation District ("TJSWCD").

**WHEREAS**, TJSWCD has established a Conservation Assistance Program funded by the Commonwealth of Virginia (VCAP), to provide monetary assistance to landowners as an incentive for implementation of measures that will reduce their stormwater footprint and improve water quality; and

**WHEREAS**, the County has established an incentive program known as the Albemarle Conservation Assistance Program (ACAP), whereby funding appropriated by the County Board of Supervisors could be applied, in addition to any VCAP funding that may be available for a particular practice or facility, as an incentive for County property owners to implement practices that will achieve permanent reductions in stormwater flow of pollutant loadings and/or enhance native wildlife habitat and help conserve biological diversity; and

**WHEREAS**, TJSWCD has agreed to administer ACAP in conjunction with the VCAP, as applicable;

**NOW THEREFORE**, the parties do hereby set forth their agreement as follows:

**ARTICLE ONE – THE COUNTY AGREES TO:**

1. Provide payment for TJSWCD to administer and implement **ACAP** for eligible County property owners.
2. Albemarle County Board of Supervisors will allocate funding for ACAP on an annual basis, the specific amount to be determined during the County budget approval process;
3. Funding budgeted and appropriated for ACAP will be disbursed to TJSWCD in a lump sum in Quarter One of each Fiscal Year. The process for documenting and exchanging these funds will proceed as follows:
  - a. County Staff will provide TJSWCD with a Purchase Order (PO) for the corresponding amount approved by the Board of Supervisors by July 7<sup>th</sup> or

the next closest business day thereafter.

- b. Within thirty (30) days of receipt of the Purchase Order, TJSWCD will provide the County with an Invoice for the amount of the Purchase Order; and,
- c. Within thirty (30) days of receipt of the Invoice, the County will provide TJSWCD with a check for the lump sum amount allocated by the Board of Supervisors to go towards ACAP funding.
  - i. From these funds, a mutually agreed upon amount of each annual allocation for ACAP will be used to support administration of the program and the provision of technical assistance to property owners provided by TJSWCD unless or until otherwise allocation is modified by the Board of Supervisors.
- 4. Appoint a staff liaison to assure a consistent line of communication between the County and TJSWCD. The staff liaison will meet as needed with TJSWCD to discuss program administration, outreach, successes and challenges.
- 5. Provide outreach and information to County property owners regarding ACAP.
- 6. Provide copies of materials developed by TJSWCD (including application forms) to potential ACAP applicants.

**ARTICLE TWO – TJSWCD AGREES TO:**

- 1. Administer and implement ACAP in conjunction with VCAP for property located within the limits of Albemarle County. Administrative and implementation tasks include, but are not limited to:
  - a. Financial administration (all financial records and other program records shall be maintained throughout the performance of this MOA, and for a period of three (3) years following the expiration or termination of this MOA, and such financial records shall be made available to the County for inspection, at any time, upon request of the County).



- b. Provide forms and program/practice information to ACAP participants.
  - c. Provide outreach and outreach materials to maximize participation in the program.
  - d. Provide guidance and technical assistance to applicants during the application process and during practice installation.
  - e. Provide final practice installation inspections/certification prior to payment of funds to property owners.
  - f. Provide periodic spot checks to ensure practice maintenance in accordance with VCAP standards.
  - g. Provide quarterly reports in the form of accounting which should include, but not be limited to:
    - Projects completed with ACAP funds
    - ACAP funds Obligated, Approved, and Committed
    - Total amount of ACAP funds expended during the reporting period
2. For persons and practices eligible for ACAP funding, provide supplemental VCAP funding, as available, to enhance incentives for County property owners.
  - a. TJSWCD shall provide funding to applicants selected for the ACAP program using either ACAP funds, VCAP funds or a combination of the two, depending upon eligibility and the availability of funding.
  - b. In the event that funding for ACAP is fully expended prior to the end of the County's fiscal year, the County may, upon written notice to TJSWCD, temporarily suspend performance of this agreement until such time as additional ACAP funding is available and has been appropriated by Albemarle County Board of Supervisors, and, at the County's option, the County may terminate this MOA as provided in Article Four.
3. Appoint a staff liaison to provide a consistent line of communication between the County and TJSWCD. The staff liaison will meet as needed with the County to discuss program administration, outreach, successes and challenges.
4. Keep the County liaison informed of program issues which may arise between meetings.
5. Provide supervision and training for TJSWCD staff, adequate to ensure familiarity

with, and competent administration and implementation of the ACAP program.

**ARTICLE THREE – PRACTICES ELIGIBLE FOR FUNDING THROUGH ACAP/VCAP:**

The County has agreed to provide TJSWCD with supplemental funding to support the ACAP. The practices eligible for funding under ACAP are set forth at Addendum I, which is incorporated herein, and is to be automatically renewed each year simultaneous with the renewal of this MOA, unless properly modified by an action of the Board of Supervisors. Prioritization considerations for practices eligible for ACAP funding shall be added to and maintained within Addendum I, as appropriate.

**ARTICLE FOUR - COMMENCEMENT; TERMINATION**

The parties shall commence performance of their obligations under this MOA upon the date of the final signature below and shall continue performance until the MOA is terminated by either party hereto, following at least 60 days' advance written notice to the other party.

**COUNTY:**

By: 

Date: 11/28/23

**TJSWCD:**

By:   
ANNE COATES  
6DB45E82C68E472

Date: 12/7/2023

## ADDENDUM I – PRACTICES ELIGIBLE TO RECEIVE ACAP FUNDING

This Addendum is supplemental to a Memorandum of Agreement entered into between Albemarle County and the Thomas Jefferson Soil and Water Conservation District. This Addendum has been incorporated in its entirety into the aforementioned Memorandum of Agreement and is subject to all terms and conditions set forth therein.

Subject to the terms and conditions of the Memorandum of Agreement, the following categories of conservation practices are eligible to receive ACAP Funding.

**Category I:** Conservation projects based in Albemarle County that would otherwise qualify for VCAP funding.

**Category II:** Conservation projects located in lower-income geographic areas of 60% and above, based on EJ Screen maps, and approved for VCAP funds at 80% of the total cost are then eligible to receive an additional 15% of the total cost share from ACAP funds.


**Category III:** Projects promoting and funding the planting of native tree species throughout Albemarle County independent of VCAP eligibility criteria.

### COUNTY:

By: 

Date: 11/28/23

### TJSWCD:

By:   
ANNE COATES  
6DB45E82C68E472

Date: 12/7/2023

**ORDINANCE NO. 23-15(2)**

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 15, TAXATION, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 15, Taxation, of the Code of the County of Albemarle, Virginia, is hereby renumbered as follows:

**By Renumbering:**

15-1601 Purpose.

15-1602 Definitions

15-1603 Effective date.

15-1604 C-PACE Program; Eligible Improvements.

15-1605 C-PACE Loan requirements; Program Fees; reporting; Program Administrator; Program Guidelines.

15-1606 Levy of assessment; recordation; priority; amendment; enforcement and collection costs.

15-1607 Role of the County; limitation of liability.

15-1608 Severability.

**Chapter 15. Taxation****ARTICLE 16****Article 16 Commercial Property Assessed Clean Energy (C-PACE) Financing Program****Section 15-1601 - Purpose.**

The purpose of this chapter is to create the "County of Albemarle Commercial Property Assessed Clean Energy (C-PACE) Financing Program," to operate in coordination with the statewide C-PACE program, all in accordance with Virginia Code § 15.2-958.3 (hereinafter, the "C-PACE Act"). The local and statewide C-PACE programs, working together, will facilitate Loans made by Capital Providers to Property Owners of Eligible Properties to finance Eligible Improvements thereon. Subject to the limitations set forth in this chapter, the C-PACE Act, and other applicable law, each C-PACE Loan, inclusive of principal, interest, and any financed fees, costs, or expenses, will be secured by a voluntary special assessment lien on the Property that is the subject of such Loan.

**Section 15-1602 - Definitions.**

(a) *Assessment Payment Schedule* means the schedule of installments of C-PACE Payments to be made in the repayment of the C-PACE Loan, which schedule will be attached as Exhibit B to the C-PACE Program Agreement.

(b) *Board of Supervisors* means the Board of Supervisors of the County of Albemarle, Virginia.

(c) *Capital Provider* means (i) a private lending institution that has been approved by the Program Administrator in accordance with the Program Guidelines to originate a C-PACE Loan and the institution's successors and assigns; or (ii) the current holder of a C-PACE Loan.

(d) *Clerk's Office* means the Office of the Clerk of the Circuit Court of the County of Albemarle, Virginia.

(e) *Commonwealth* means the Commonwealth of Virginia.

(f) *County* means the County of Albemarle, Virginia.

(g) *C-PACE* means Commercial Property Assessed Clean Energy.

(h) *C-PACE Act* means Virginia's "Commercial Property Assessed Clean Energy (C-PACE) financing programs" law, codified at Virginia Code § 15.2-958.3.

(i) *C-PACE Amendment* means an amendment of the C-PACE Lien executed by the Capital Provider, the Property Owner, and the Program Manager, as permitted in the C-PACE Documents, which

C-PACE Amendment must be recorded in the Clerk's Office to evidence each amendment to the C-PACE Loan and the C-PACE Lien.

(j) *C-PACE Assignment (CP)* means a written assignment by one Capital Provider to another Capital Provider of the C-PACE Payments and/or C-PACE Lien pursuant to the terms of the assignment document.

(k) *C-PACE Assignment (Locality)* means a written assignment by the County to the Capital Provider to whom the C-PACE Loan is then due, wherein the County relinquishes and assigns its right to enforce the C-PACE Lien to the Capital Provider, substantially in the form attached as Addendum 1 to the C-PACE Lien Certificate.

(l) *C-PACE Documents* means the C-PACE Program Agreement, Financing Agreement, C-PACE Lien Certificate, C-PACE Assignment (CP) (if any), C-PACE Assignment (Locality) (if any), C-PACE Amendment (if any), and any other document, agreement, or instrument executed in connection with a C-PACE Loan.

(m) *C-PACE Lien* or *Lien* means the voluntary special assessment lien levied against the Property as security for the C-PACE Loan.

(n) *C-PACE Lien Certificate* means the voluntary special assessment lien document duly recorded among the Land Records against an Eligible Property to secure a C-PACE Loan.

(o) *C-PACE Loan* or *Loan* means a loan from a Capital Provider to finance a Project, in accordance with the Program Guidelines.

(p) *C-PACE Payment* means the periodic installment payments of the C-PACE Loan by a Property Owner, due and payable to the County or Capital Provider as permitted by the C-PACE Act in such amounts and at such times as described in the Assessment Payment Schedule.

(q) *C-PACE Program* means the program established by the County through this chapter, in accordance with the C-PACE Act, which in coordination with the Statewide Program facilitates the financing of Eligible Improvements and provides for a C-PACE Lien to be levied and recorded against the Property to secure the C-PACE Loan.

(r) *C-PACE Program Agreement* means the agreement executed among the Property Owner, the County, the Director of Finance, and the Capital Provider, and their respective successors and assigns, which includes the terms and conditions for participation in the C-PACE Program and the Property Owner's acknowledgment and consent for the County to impose a voluntary special assessment, record a C-PACE Lien Certificate against the Property Owner's Eligible Property and, if the County so determines, assign the rights to enforce the C-PACE Lien and C-PACE Lien Certificate to the Capital Provider (and if so assigned, also a consent of the Director of Finance to such assignment). The C-PACE Program Agreement will be substantially in the form attached hereto as Appendix A.

(s) *Delinquent Payment* means any C-PACE Payment that was not paid by a Property Owner in accordance with the C-PACE Documents.

(t) *Director of Finance* means the Director of Finance of the County, who is the official executing the tax collection duties that would otherwise be carried out by a Treasurer.

(u) *Eligible Improvements* means the initial acquisition and installation of any of the following improvements made to Eligible Properties:

- (1) Energy efficiency improvements;
- (2) Water efficiency and safe drinking water improvements;
- (3) Renewable energy improvements;
- (4) Resiliency improvements;
- (5) Stormwater management improvements;
- (6) Environmental remediation improvements; and
- (7) Electric vehicle infrastructure improvements.

Eligible Improvements may be made to both existing Properties and new construction, as further prescribed in this chapter and the Program Guidelines. Eligible Improvements will include types of authorized improvements added by the General Assembly to the C-PACE Act after the date of adoption of this chapter, without need for a conforming amendment of this chapter. In addition to the elaboration on the types of Eligible Improvements provided in Section 15-1504(a), below, a Program Administrator

may include definitions, interpretations, and examples of these categories of Eligible Improvements in its Program Guidelines or other administrative documentation.

(v) *Eligible Property or Property* means all assessable commercial real estate located within the County, with all buildings located or to be located thereon, whether vacant or occupied, improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the County, excluding (i) a residential dwelling with fewer than five units, and (ii) a residential condominium as defined in Virginia Code § 55.1-2100. Common areas of real estate owned by a cooperative or a property owners' association described in Virginia Code Title 55.1, Subtitle IV (§ 55.1-1800 et seq.), that have a separate real property tax identification number are Eligible Properties. Eligible Properties will be eligible to participate in the C-PACE Program.

(w) *Financing Agreement* means the written agreement, as may be amended, modified, or supplemented from time to time, between a Property Owner and a Capital Provider, regarding matters related to the extension and repayment of a C-PACE Loan to finance Eligible Improvements. The Financing Agreement may contain any lawful terms agreed to by the Capital Provider and the Property Owner.

(x) *Land Records* means the Land Records of the Clerk's Office.

(y) *Lender Consent* means a written subordination agreement executed by each mortgage or deed of trust lienholder with a lien on the Property that is the subject of a C-PACE Loan, which agreement allows the C-PACE Lien to have senior priority over the mortgage or deed of trust liens.

(z) *Loan Amount* means the original principal amount of a C-PACE Loan.

(aa) *Locality Agreement* means the Virginia Energy – Locality Commercial Property Assessed Clean Energy Agreement between Virginia Energy and the County, pursuant to which the County elects to participate in the Statewide Program. The Locality Agreement will be substantially in the form attached hereto as Exhibit B.

(bb) *Program Administrator* means the private third party retained by Virginia Energy to provide professional services to administer the Statewide Program in accordance with the requirements of the C-PACE Act, this chapter, the Locality Agreement, and the Program Guidelines.

(cc) *Program Fees* means the fees authorized by the C-PACE Act and charged to participating Property Owners to cover the costs to design and administer the Statewide Program, including, without limitation, compensation of the Program Administrator. While Capital Providers are required to service their C-PACE Loans, if a Capital Provider does not do so and the Program Administrator assumes the servicing responsibility and charges a servicing fee, the servicing fee will also be included among the Program Fees.

(dd) *Program Guidelines* means a comprehensive document setting forth the procedures, eligibility rules, restrictions, Program Fees, responsibilities, and other requirements applicable to the governance and administration of the Statewide Program.

(ee) *Program Manager* means the County Executive or such person designated in writing by the County Executive to (i) supervise the County's C-PACE Program and participation in the Statewide Program, (ii) act as liaison with the Program Administrator and (iii) advise the Program Administrator as to who will sign the C-PACE Documents to which the Locality is a party on the Locality's behalf. If the employee of the County who customarily signs agreements for the Locality is not the person designated as Program Manager, then references in this Ordinance and in the C-PACE Documents to the Program Manager signing certain C-PACE Documents on behalf of the Locality will be construed to also authorize such customary signatory for the County to execute such C-PACE Documents.

(ff) *Project* means the construction or installation of Eligible Improvements on Eligible Property.

(gg) *Property Owner* means (i) the Property Owners of Eligible Property who voluntarily obtain a C-PACE Loan from a Capital Provider in accordance with the Program Guidelines; or (ii) a successor in title to the Property Owner.

(hh) *Property Owner Certification* means a notarized certificate from a Property Owner, certifying that (i) the Property Owner is current on payments on Loans secured by a mortgage or deed of trust lien on the Property and on real estate tax payments, (ii) that the Property Owner is not insolvent or in bankruptcy proceedings, and (iii) that the title of the Property is not in dispute, as evidenced by a title

report or title insurance commitment from a title insurance company acceptable to the Program Administrator and Capital Provider.

(ii) *Statewide Program* means the statewide C-PACE financing program sponsored by Virginia Energy, established to provide C-PACE Loans to Property Owners in accordance with the C-PACE Act, this chapter, the Locality Agreement, the C-PACE Documents, and the Program Guidelines.

(jj) *Useful Life* means the normal operating life of the fixed asset.

(kk) *Virginia Code or Va. Code* means the Code of Virginia of 1950, as amended.

(ll) *Virginia Energy* means the Virginia Department of Energy.

**Sec. 15-1603 - Effective date.**

This chapter will become effective immediately following its adoption.

**Sec. 15-1604 - C-PACE Program; Eligible Improvements.**

(a) *C-PACE Program*. The C-PACE Program will be available throughout the County, provided that the Property Owner, the Property, the proposed Eligible Improvements, the Capital Provider, and the principal contractors all qualify for the Statewide Program. The following types of Eligible Improvements may be financed with a C-PACE Loan:

(1) Energy usage efficiency systems (e.g., high efficiency lighting and building systems, heating, ventilation, and air conditioning (HVAC) upgrades, air duct sealing, high efficiency hot water heating systems, building shell or envelope improvements, reflective roof, cool roof, or green roof systems, and/or weather-stripping), or other capital improvements or systems that result in the reduction of consumption of energy over a baseline established in accordance with the Program Guidelines;

(2) Water usage efficiency and safe drinking water improvements (e.g., recovery, purification, recycling, and other forms of water conservation), or other capital improvements or systems that result in the reduction of consumption of water over a baseline established in accordance with the Program Guidelines;

(3) Renewable energy production facilities (e.g., solar photovoltaic, fiber optic solar, solar thermal, wind, wave and/or tidal energy, biomass, combined heat and power, geothermal and fuel cells), whether attached to a building or sited on the ground, and the storage and/or distribution of the energy produced thereby, whether for use on-site or sale or export to a utility or pursuant to a power purchase agreement with a non-utility purchaser;

(4) Resiliency improvements that increase the capacity of a structure or infrastructure to withstand or recover from natural disasters, the effects of climate change, and attacks and accidents, including, but not limited to:

- a. Flood mitigation or the mitigation of the impacts of flooding;
- b. Inundation adaptation;
- c. Natural or nature-based features and living shorelines, as defined in Virginia Code § 28.2-104.1;
- d. Enhancement of fire or wind resistance, including but not limited to reinforcement and insulation of a building envelope to reduce the impacts of excessive heat or wind;
- e. Microgrids;
- f. Energy storage; and
- g. Enhancement of the resilience capacity of a natural system, structure, or infrastructure;

(5) Stormwater management improvements that reduce onsite stormwater runoff into a stormwater system, such as reduction in the quantity of impervious surfaces or providing for the onsite filtering of stormwater;

(6) Environmental remediation improvements, including but not limited to:

- a. Improvements that promote indoor air and water quality;
- b. Asbestos remediation;
- c. Lead paint removal; and

d. Mold remediation;

(7) Soil or groundwater remediation;

(8) Electric vehicle infrastructure improvements, such as charging stations;



(9) Construction, renovation, or retrofitting of a Property directly related to the accomplishment of any purpose listed in subsections (1) – (8) above, whether such Eligible Improvement was erected or installed in or on a building or on the ground; it being the express intention of the County to allow Eligible Improvements that constitute, or are a part of, the construction of a new structure or building to be financed with a C-PACE Loan; and

(10) Any other category of improvement (i) approved by the Program Administrator with the consent of the Program Manager as qualifying for financing under the Statewide Program, in accordance with the C-PACE Act (including amendments thereto that authorize additional types of Eligible Improvements), or (ii) added by the General Assembly to the C-PACE Act after the date of adoption of this chapter, without need for a conforming amendment of this chapter. In addition, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations, and examples of these categories of Eligible Improvements.

(b) *Use of C-PACE Loan proceeds.* The proceeds of a C-PACE Loan may be used to pay for the construction, development, and consulting costs directly related to Eligible Improvements, including without limitation, the cost of labor, materials, machinery, equipment, plans, specifications, due diligence studies, consulting services (e.g., engineering, energy, financial, and legal), program fees, C-PACE Loan fees, capitalized interest, interest reserves, and C-PACE transaction underwriting and closing costs.

(c) *Program applications; prioritization.* The Program Administrator will make available the Statewide Program's program application process, to provide for the review and approval of proposed Eligible Improvements and C-PACE Documents. Program applications will be processed by the Statewide Program in accordance with the eligibility requirements and procedures set forth in the Program Guidelines.

**Section 15-1605 - C-PACE Loan requirements; Program Fees; reporting; Program Administrator; Program Guidelines.**

(a) *Source of Loans.* C-PACE Loans will be originated by Capital Providers. The County and/or its respective governmental entities will have no obligation to originate or guarantee any C-PACE Loans.

(b) *C-PACE Loan Amount thresholds.* The minimum Loan Amount that may be financed for each Project is fifty thousand dollars (\$50,000.00). There is no maximum aggregate amount that may be financed with respect to an Eligible Property, except as stipulated in the Program Guidelines. There will be no limit on the total value of all C-PACE Loans issued under the C-PACE Program.

(c) *C-PACE Loan refinancing or reimbursement.* The Program Administrator may approve a Loan application submitted within two years of the County's issuance of a certificate of occupancy or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the County and that such Loan may refinance or reimburse the Property Owner for the total costs of such Eligible Improvements.

(d) *C-PACE Loan interest.* The interest rate of a C-PACE Loan will be as set forth in the C-PACE Documents.

(e) *C-PACE Loan term.* The term of a C-PACE Loan must not exceed the weighted average Useful Life of the Eligible Improvements, as determined by the Program Administrator.

(f) *Apportionment of costs.* All of the costs incidental to the financing, administration, collection, and/or enforcement of the C-PACE Loan must be borne by the Property Owner.

(g) *Financing Agreements.* Capital Providers may use their own Financing Agreements for C-PACE Loans, but the Financing Agreement may not conflict with the provisions of this chapter, the C-PACE Act, or the C-PACE Program Agreement. To the extent of any conflict, this chapter, the C-PACE Act, and the C-PACE Program Agreement will prevail.

(h) *C-PACE Program Agreement.* In order to participate in the C-PACE Program, the Property Owner and the Capital Provider must enter into a C-PACE Program Agreement, which sets forth certain terms and conditions for participation in the C-PACE Program. The Program Manager is authorized to approve the C-PACE Loan and execute the C-PACE Program Agreement on behalf of the County without further action by the Board of Supervisors. The Director of Finance is also authorized to execute the C-PACE Program Agreement without further action by the Board of Supervisors. The C-PACE Program Agreement will be binding upon the parties thereto and their respective successors and assigns until the C-PACE Loan is paid in full. The Program Administrator may modify the C-PACE Program Agreement as necessary to further the Statewide Program's purpose



and to encourage Program participation, so long as such modifications do not conflict with the Program Guidelines, this chapter, the Locality Agreement, or the C-PACE Act.

(i) *Repayment of C-PACE Loan; collection of C-PACE Payments.* C-PACE Loans will be repaid by the Property Owner through C-PACE Payments made in the amounts and at such times as set forth in the Assessment Payment Schedule, the C-PACE Documents and Program Guidelines. The Capital Provider will be responsible, subject to and in accordance with the terms of the C-PACE Program Agreement and other C-PACE Documents, for the servicing of the C-PACE Loans and the collection of C-PACE Payments. If a Capital Provider fails to service a C-PACE Loan, such C-PACE Loan will be serviced by the Program Administrator. Nothing herein will prevent the Capital Provider or the Program Administrator from directly billing and collecting the C-PACE Payments from the Property Owner to the extent permitted by the C-PACE Act or other applicable law. The enforcement of C-PACE Loans and their C-PACE Documents during an event of default thereunder is governed by Section 15-1506(e).

(j) *C-PACE Loan assumed.* A party that acquires a Property that is subject to a C-PACE Lien, whether it obtained ownership of the Property voluntarily or involuntarily, becomes the Property Owner under the C-PACE Documents and, by virtue of the C-PACE Lien running with the land, assumes the obligation to repay all remaining unpaid C-PACE Payments that are due and that accrue during such successor Property Owner's period of ownership. Only the current C-PACE Payment and any Delinquent Payments, together with any penalties, fees and costs of collection, will be payable at the settlement of a Property upon sale or transfer, unless otherwise agreed to by the Capital Provider.

(k) *Transfer of C-PACE Loans.* C-PACE Loans may be transferred, assigned, or sold by a Capital Provider to another Capital Provider at any time until the C-PACE Loan is paid in full provided that the Capital Provider must (i) notify the Property Owner and the Program Administrator of the transfer prior to the billing date of the next C-PACE Payment due (and within 30 days if the C-PACE Loan is serviced by the Program Administrator), (ii) record a C-PACE Assignment (CP) among the Land Records, and (iii) deliver a copy of the recorded C-PACE Assignment (CP) to the Property Owner, the County, and the Program Administrator. Recordation of the C-PACE Assignment (CP) will constitute an assumption by the new Capital Provider of the rights and obligations of the original Capital Provider contained in the C-PACE Documents.

(l) *Program Fees.* The Statewide Program is self-financed through the Program Fees charged to participating Property Owners, together with any funds budgeted by the General Assembly to support the Statewide Program. The Program Fees are established to cover the actual and reasonable costs to design and administer the Statewide Program, including the compensation of a third-party Program Administrator. The amount of the Program Fees will be set forth in the Program Guidelines. Program Fees may be changed by the Program Manager from time to time and will only apply to C-PACE Loans executed after the date the revised fees are adopted.

(m) *Locality Agreement.* The County will opt into the Statewide Program by entering into the Locality Agreement, adopting the Statewide Program as the County's own C-PACE Program. In accordance with the C-PACE Act, opting into the C-PACE Program will not require the County to conduct a competitive procurement process. The Program Manager is authorized to execute the Locality Agreement on behalf of the County without further action by the Board of Supervisors.

(n) *Program Guidelines.* The Program Administrator, under the direction of and in consultation with Virginia Energy, has designed the Program Guidelines to create an open, competitive, and efficient C-PACE Program. The Program Administrator may modify the Program Guidelines from time to time, provided such amendments are (i) consistent with the C-PACE Act and (ii) approved by Virginia Energy before taking effect.

(o) *Indemnification.* The Program Administrator must indemnify, defend, and hold the County harmless against any claim brought against the County or any liability imposed on the County as a result of any action or omission to act by the Program Administrator.

**Section 15-1606 - Levy of assessment; recordation; priority; amendment; enforcement and collection costs.**

(a) *Levy of voluntary special assessment lien.* Each C-PACE Loan made under the C-PACE Program will be secured by a voluntary special assessment lien (i.e., a C-PACE Lien) levied by the County against each Property benefitting from the Eligible Improvements financed by such C-PACE Loan. The C-PACE Lien will be in the Loan Amount, but will secure not only the principal of the C-PACE Loan, but also all interest, delinquent interest, late fees, penalties, Program Fees, and collection costs (including attorneys' fees and costs) payable in connection therewith.

(b) *Recordation of C-PACE Lien Certificate.* Each C-PACE Lien will be evidenced by a C-PACE Lien Certificate in the Loan Amount, but will also expressly state that it also secures all interest, delinquent interest, late fees, other types of fees, penalties, and collection costs (including attorneys' fees and costs) payable in connection therewith, and a copy of the Assessment Payment Schedule will be attached thereto as an exhibit. The Program Manager is hereby authorized to, and will promptly, execute the C-PACE Lien Certificate on behalf of the County and deliver it to the Capital Provider, without any further action by the Board of Supervisors. Upon the full execution of the C-PACE Documents and funding of the C-PACE Loan, the Capital Provider must record the C-PACE Lien Certificate in the Land Records.

(c) *Priority.* The C-PACE Lien will have the same priority as a real property tax lien against real property, except that it will have priority over any previously recorded mortgage or deed of trust lien on the Property only if prior to the recording of the C-PACE Lien:

- (i) the Property Owner has obtained a written Lender Consent, in a form and substance acceptable to the holder of such prior mortgage or deed of trust in its sole and exclusive discretion, executed by such lienholder and recorded with the C-PACE Lien Certificate in the Land Records; and
- (ii) prior to the recording of the C-PACE Lien Certificate, the Property Owner has delivered an executed Property Owner Certification to the County in connection with the C-PACE Loan closing.

Only the current C-PACE Payment and any Delinquent Payments will constitute a first lien on the Property. The C-PACE Lien will run with the land and that portion of the C-PACE Lien under the C-PACE Program Agreement that has not yet become due will not be eliminated by foreclosure of a real property tax lien.

(d) *Amendment of lien.* Upon written request by a Capital Provider in accordance with the Program Guidelines, the Program Manager, without any further action by the Board of Supervisors, will join with the Capital Provider and the Property Owner in executing a C-PACE Amendment of the C-PACE Loan and the C-PACE Lien after the closing of a C-PACE Loan. The C-PACE Amendment must be recorded in the Land Records.

(e) *Enforcement and collection costs.* In the event of Property Owner's default under the terms of the C-PACE Documents, the County, acting by and through the Director of Finance, may enforce the C-PACE Lien for the amount of the Delinquent Payments, late fees, penalties, interest, and any costs of collection in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39, Article 4 of the Virginia Code. If the County elects not to enforce the C-PACE Lien, which election will be made within 30 days of receipt by the County from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the County, acting by and through the Director of Finance, will, within 15 days of the County's determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and delivering such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and will, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the County and its Director of Finance, and this right to enforce expressly includes authorization for the Capital Provider to engage legal counsel to advise the Capital Provider and conduct all aspects of such enforcement. Such legal counsel, being authorized to institute suit in the name of the County and its Director of Finance, will have the status of "Special Counsel to the County and its Director of Finance" and an "attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Virginia Code § 58.1-3966 and § 58.1-3969, with the express authority to exercise for the benefit of the Capital Provider every power granted to a local government and/or its Director of Finance and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The County, on its behalf and on behalf of the Director of Finance, waives its right to require such legal counsel to post the optional bond described in Virginia Code § 58.1-3966. All collection and enforcement costs and expenses (including legal fees and costs), interest, late fees, other types of fees, and penalties charged by the County or Capital Provider, as applicable and consistent with the C-PACE Act and the Virginia Code, will (i) be added to the Delinquent Payments being collected, (ii) become part of the aggregate amount sued for and collected, (iii) be added to the C-PACE Loan, and (iv) be secured by the C-PACE Lien. Nothing herein will prevent the Capital Provider to which the C-PACE Lien has been assigned from enforcing the C-PACE Lien to the fullest extent permitted by the C-PACE Documents,

the C-PACE Act or general law. The Property Owner of a Property being sold to pay Delinquent Payments, or other interested party, may redeem the Property at any time prior to the Property's sale, in accordance with Virginia Code § 58.1-3974 and § 58.1-3975.

#### **Section 15-1607 - Role of the County; limitation of liability.**

Property Owners and Capital Providers participate in the C-PACE Program and the Statewide Program at their own risk. By executing the C-PACE Documents, including the C-PACE Program Agreement, or by otherwise participating in the C-PACE Program and the Statewide Program, the Property Owner, Capital Provider, contractor, or other party or participant acknowledge and agree, for the benefit of the County and as a condition of participation in the C-PACE Program and the Statewide Program, that:

- (i) The County undertakes no obligations under the C-PACE Program and the Statewide Program except as expressly stated herein or in the C-PACE Program Agreement;
- (ii) In the event of a default by a Property Owner, the County has no obligation to use County funds to make C-PACE Payments to any Capital Provider including, without limitation, any fees, expenses, and other charges and penalties, pursuant to a Financing Agreement between the Property Owner and Capital Provider;
- (iii) No C-PACE Loan, C-PACE Payment, C-PACE Lien, or other obligation arising from any C-PACE Document, the C-PACE Act, or this chapter will be backed by the credit of the County, the Commonwealth, or its political subdivisions, including, without limitation, County taxes or other County funds;
- (iv) No C-PACE Loan, C-PACE Payment, C-PACE Lien or other obligation arising from any C-PACE Document, the C-PACE Act, or this chapter will constitute an indebtedness of the County within the meaning of any constitutional or statutory debt limitation or restriction;
- (v) The County has not made any representations or warranties, financial or otherwise, concerning a Property Owner, Eligible Property, Project, Capital Provider, or C-PACE Loan;
- (vi) The County makes no representation or warranty as to, and assumes no responsibility with respect to, the accuracy or completeness of any C-PACE Document, or any assignment or amendment thereof;
- (vii) The County assumes no responsibility or liability in regard to any Project, or the planning, construction, or operation thereof;
- (viii) Each Property Owner or Capital Provider must, upon request, provide the County with any information associated with a Project or a C-PACE Loan that is reasonably necessary to confirm that the Project or C-PACE Loan satisfies the requirements of the Program Guidelines; and
- (ix) Each Property Owner, Capital Provider, or other participant under the C-PACE Program, must comply with all applicable requirements of the Program Guidelines.

#### **Section 15-1608 - Severability.**

As provided by Section 1-104 of the Code of the County, the provisions of this chapter are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid, or that the application of any part of the chapter or provision to any person or circumstance is invalid, the remaining provisions of this chapter will not be affected by that decision and continue in full force and effect.

(Ord. 22-15(8), 12-7-23; Ord. 23-15(2), 11-1-23)

State Law reference – Va. Code § 15.2-958.3

**This ordinance is effective immediately.**

**RESOLUTION TO APPROVE  
SE202300028 MECHUMS TRESTLE PARKING**

**BE IT RESOLVED** that, upon consideration of the staff reports prepared in conjunction with SE202300028 and the attachments thereto, including staff's supporting analysis, all of the comments received, and all of the relevant factors in Albemarle County Code §§ 18-4.12.6, 18-4.12.2(c), and 18-33.9, the Albemarle County Board of Supervisors hereby finds that the public health, safety or welfare would be equally or better served by the proposed modification and that the proposed modification would not otherwise be contrary to the purpose and intent of the Zoning Ordinance.

**WHEREUPON**, the Albemarle County Board of Supervisors hereby approves SE202300028 Mechums Trestle Parking to modify Albemarle County Code § 18-4.12.6 to reduce the total required parking spaces from 59 to 51 parking spaces for a restaurant use on Parcel 05700-00-00-031A0.

**RESOLUTION OF THE BOARD OF SUPERVISORS OF ALBEMARLE COUNTY, VIRGINIA,  
APPROVING THE ISSUANCE OF OBLIGATIONS FOR IMPROVEMENTS TO THE ALBEMARLE-  
CHARLOTTESVILLE REGIONAL JAIL AUTHORITY FACILITIES**

**WHEREAS**, the Albemarle-Charlottesville Regional Jail Authority (**the “Authority”**) is a public instrumentality of the Commonwealth of Virginia created pursuant to Article 3.1, Chapter 3, Title 53.1, Code of Virginia of 1950, as amended (**the “Act”**) by resolutions duly adopted by the governing bodies of the County of Albemarle (**the “County”**), the County of Nelson and the City of Charlottesville, Virginia (**collectively, the “Member Jurisdictions”**) for the purpose of developing regional jail facilities, in particular, the regional jail joint security complex located at 1600 Avon Street Extended, Charlottesville, Virginia (**the “Regional Jail”**) to be operated on behalf of the Member Jurisdictions by the Authority;

**WHEREAS**, the Authority and the Member Jurisdictions have entered into an Amended and Restated Service Agreement, dated June 9, 2022 (**the “Service Agreement”**), in which the Authority has agreed to, design, construct and equip the Regional Jail and obtain financing therefor.

**WHEREAS**, the Authority has been authorized by the General Assembly of the Commonwealth of Virginia in 2023 to obtain significant funding (**the “Commonwealth Funds”**) for eligible costs of certain improvements to the Regional Jail (**the “Improvements”**);

**WHEREAS**, the Authority proposes to issue a series of financing, including but not limited to, interim financing relating to the design and construction of the Improvements to the Regional Jail and subsequently issue its revenue notes and bonds to provide longer term financing of the same (**the “Obligations”**) a portion of which Obligations are to be repaid with the Commonwealth Funds;

**WHEREAS**, the Authority’s financial advisor, Davenport & Company LLC has advised the Authority that an interim financing of the Obligations would be in the best interests of the Authority given current market conditions and preliminary nature of cost estimates for the Improvements;

**WHEREAS**, Section 3.1 of the Service Agreement provides that in order for the Authority to issue the Obligations, the governing bodies of each of the Member Jurisdictions are required to approve of the issuance thereof;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF ALBEMARLE, VIRGINIA:**

1. It is determined to be in the best interests of the County and its citizens for the Board of Supervisors as the governing body of the County, to approve the Authority’s issuance of the Obligations for interim financing of the Improvements in amount not to exceed \$4,500,000 by adoption of this resolution.
2. In consideration of the Authority’s undertakings with respect to the issuance of the Obligations, the Chair or Vice-Chair of the Board of Supervisors, is hereby authorized and directed to execute and deliver such instruments and certificates as deemed appropriate and necessary for the issuance of such Obligations by the Authority, including but not limited to a support agreement or agreements relating to its obligations as a Member Jurisdiction under the Service Agreement.
3. The County Executive is hereby authorized and directed to take all proper steps on behalf of the County as may be required, in accordance with the plan of financing set forth above, including, but not limited to, certificates and documents relating to the issuance of the Obligations and the above-referenced support agreement or agreements.
4. Nothing contained herein is or shall be deemed to be a lending of the credit of the County to the Authority, or to any holder of any of the Obligations or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County.
5. All actions previously taken by representatives or agents of the County in furtherance of the plan of financing of the Improvements and the issuance of the Obligations are hereby ratified and approved.
6. This resolution shall take effect immediately.

**RESOLUTION  
APPOINTING BARRY ALBRECHT AS THE  
DIRECTOR OF ECONOMIC DEVELOPMENT**

**BE IT RESOLVED** by the Board of Supervisors of the County of Albemarle, Virginia ("Board") that:

1. upon the recommendation of the County Executive, Barry Albrecht ("Albrecht") is hereby appointed the Director of Economic Development for the County of Albemarle, Virginia, pursuant to Virginia Code § 15.2-512;
2. this appointment will be effective on and after December 18, 2023;
3. Albrecht will serve as Director of Economic Development at the pleasure of the Board and for an indefinite term pursuant to Virginia Code § 15.2-513;
4. Albrecht will serve as the head of the County's Office of Economic Development; and
5. Albrecht will act under the supervision of the County Executive.

**RESOLUTION TO APPROVE  
SP202200022 VERIZON – WALNUT CREEK PARK TIER III PWSF**

**WHEREAS**, upon consideration of the staff report prepared for SP202200022 Verizon – Walnut Creek Park Tier III PWSF, the information presented at the public hearing, any comments received, and all of the relevant factors in Albemarle County Code §§ 18-5.1.40, 18-10.2.2(48), and 18-33.8(A), the Albemarle County Board of Supervisors hereby finds that the proposed special use would:

1. not be a substantial detriment to adjacent parcels;
2. not change the character of the adjacent parcels and the nearby area;
3. be in harmony with the purpose and intent of the Zoning Ordinance, with the uses permitted by right in the Rural Areas district, with the applicable provisions of Albemarle County Code § 18-5.1.40, and with the public health, safety, and general welfare (including equity); and
4. be consistent with the Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby approves SP202200022 Verizon – Walnut Creek Park Tier III PWSF, subject to the conditions attached hereto.

\* \* \*

**SP202200022 Verizon – Walnut Park Creek Tier III PWSF**

1. The maximum height of the tower is 175 feet above ground level.
2. The facility must be located and designed in accord with the plans titled “Walnut Creek Park – III Personal Wireless Facility,” prepared by Hillary G. Siegall and dated 6/03/22.

**RESOLUTION TO APPROVE  
SE 2022-00047 VERIZON – WALNUT CREEK PARK TIER III  
PERSONAL WIRELESS SERVICE FACILITY**

**WHEREAS**, upon consideration of the Memorandum prepared in conjunction with the SE 2022-00047 SE 2022-00047 Verizon – Walnut Creek Park – Tier III PWSF application and the attachments thereto, including staff's supporting analysis, any comments received, all of the relevant factors in County Code §§ 18-5.1.40 and 18-33.9, and the information provided at the Board of Supervisors meeting, the Albemarle County Board of Supervisors hereby finds that a modified regulation would satisfy the purposes of the Zoning Ordinance to at least an equivalent degree as the specified requirement, and that the proposed special exception would not have adverse visual impacts.

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby approves a special exception to modify the requirements of County Code § 18-5.1.40(b)(2)(c) on Parcel 10000-00-00-03500, provided that no antenna authorized by this special exception may project more than 18 inches from the face of the monopole to the farthest point of the back of the antenna.



**RESOLUTION TO APPROVE  
SP 202300004 BRIERY CREEK FARM (REVENTON FARM) –  
WATER RELATED USES**

**WHEREAS**, upon consideration of the staff reports prepared for SP 202300004 Briery Creek Farm (Reventon Farm) – Water Related Uses and all of their attachments, the information presented at the public hearings, any comments received, and the relevant factors in Albemarle County Code § 18-30.3.11 and § 18-33.8(A), the Albemarle County Board of Supervisors hereby finds that the proposed special use would:

1. not be a substantial detriment to adjacent parcels;
2. not change the character of the adjacent parcels and the nearby area;
3. be in harmony with the purpose and intent of the Zoning Ordinance, with the uses permitted by right in the Flood Hazard Overlay zoning district, and with the public health, safety, and general welfare (including equity); and
4. be consistent with the Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby approves SP 202300004 Briery Creek Farm (Reventon Farm) – Water Related Uses, subject to the conditions attached hereto.

\* \* \*

**SP202300004 Briery Creek Farm (Reventon Farm)- Water Related Uses**

1. Development of the water-related uses must be in general accord (as determined by the Director of Planning and the Zoning Administrator) with the conceptual plans included in the applicant's submittal for SP202300004 Briery Creek Farm (Reventon Farm) – Water Related Uses (Attachment 2). To be in general accord with the Conceptual Plans, development must reflect the following major elements within the development essential to the design of the development:

- a. The location of improvements must be as shown on the Conceptual Plans.
- b. Structures are limited to the docks and storage racks for boats shown on the Conceptual Plans.

**RESOLUTION TO APPROVE  
SP202300005 Briery Creek Farm (Reventon Farm) - Boarding Camp**

**WHEREAS**, upon consideration of the staff reports prepared for SP 202300005 Briery Creek Farm (Reventon Farm) – Boarding Camp and all of their attachments, the information presented at the public hearings, any comments received, and the relevant factors in Albemarle County Code § 18-10.2.2(20) and § 18-33.8(A), the Albemarle County Board of Supervisors hereby finds that the proposed special use would:

1. not be a substantial detriment to adjacent parcels;
2. not change the character of the adjacent parcels and the nearby area;
3. be in harmony with the purpose and intent of the Zoning Ordinance, with the uses permitted by right in the Rural Areas zoning district, with the applicable provisions of Albemarle County Code § 18-5.1.05, and with the public health, safety, and general welfare (including equity); and
4. be consistent with the Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby approves SP 202300005 Briery Creek Farm (Reventon Farm) – Boarding Camp, subject to the conditions hereto.

\* \* \*

**SP202300005 Briery Creek Farm (Reventon Farm) - Boarding Camp**

1. Development of the camp use must be in general accord (as determined by the Director of Planning and the Zoning Administrator) with the conceptual plans included in the applicant's submittal for SP202300004 Briery Creek Farm (Reventon Farm) – Boarding Camp (Attachment 3). To be in general accord with the Conceptual Plans, development must reflect the following major elements within the development essential to the design of the development:
  - a. The maximum number of cabins in Albemarle County is 210.
  - b. The location of improvements must be as shown on the Conceptual Plans.
2. Use of recreational facilities and other facilities on site is limited to individuals staying in onsite cabins in either Albemarle County or in Fluvanna County as shown on the Conceptual Plans.
3. Prior to commencing the use, the owner(s) must provide contact information for on-site campground management to all owners within 1,000 feet of the exterior boundaries of the area included in the Conceptual Plans. The notice must be re-sent to all owners within 1,000 feet of the exterior boundaries if any contact information changes. The notice must include:
  - a. Telephone number(s) at which the on-site manager may be contacted at any time when the facility is in operation, and
  - b. The County's zoning complaint hotline telephone number, currently 434-296-5834.
4. Other than the owners or their employees or agents, no one may reside on the subject property for more than 180 days in any calendar year.
5. The boundary of the subject property must be posted to alert people that they are approaching the boundary of the property and that they are not permitted to trespass on the abutting property.

**ORDINANCE NO. 23-18(2)**

AN ORDINANCE TO AMEND CHAPTER 18, ZONING, ARTICLE I, GENERAL PROVISIONS, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 18, Zoning, Article I, General is hereby reordained and amended as follows:

**By Amending:**

Sec. 2.4.1        Application of bonus factors

**Chapter 18. Zoning**

...

**Article I. General Provisions**

...

**Sec. 2.4.1 Application of bonus factors.**

Bonus factors will be applied to the gross density-standard level in accordance with the regulations of the applicable district, provided that:

(a) the resulting density may not exceed the recommended density shown in the comprehensive plan, provided that if no density range or maximum density is shown in the comprehensive plan, no bonus factor may be applied; and

(b) the cumulative effect of all density factors may not exceed 50 percent.

Unless otherwise specifically provided, bonus factors will not be permitted for any improvement or design feature required by this ordinance, Chapter 14 of the Code of Albemarle, or any other applicable law or regulation. Where permitted, bonus factors will be applied in toto only.

(§ 20-2.4.1, 12-10-80; 8-14-85; § 18-2.4.1, Ord. 98-A(1), 8-5-98; Ord. 22-18(1) ,1-12-22; Ord. 23-18(2), 11-15-23)