

<p style="text-align: center;">ACTIONS Board of Supervisors Meeting of January 18, 2023</p>		
		January 19, 2023
AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
<p>1. Call to Order.</p> <ul style="list-style-type: none"> 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 and Travis Morris. 		Link to Video
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED final agenda. 		
<p>Announcement.</p> <ul style="list-style-type: none"> Chair Price announced that for the February 1, 2023 Board of Supervisors meeting, there will be a temporary change to the Zoom meeting link for virtual participation, and for the February 15 meeting, a permanent change to the Zoom meeting link will occur. After the change to the meeting link for the February 15 meeting, the link is not expected to change. Community members are advised to go to the Participation Guide for Public Meetings on the Albemarle County Board of Supervisors webpage to access the correct Zoom link for each meeting. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> Announced that there will be a discussion at the next Pantops Community Advisory Committee meeting on a proposal for Free Bridge Lane. <p><u>Jim Andrews:</u></p> <ul style="list-style-type: none"> Commented that he was curious as to how the archeological work that started at the Levy Opera House this morning went. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Reported on the Defense Appropriation Act. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Congratulated the Rio District School Board member who was named the Chair of the Albemarle County School Board at its most recent meeting. In honor of Martin Luther King, Jr. Day, reflected on and read a passage on race from Barack Obama's recent book, and reflected on Martin Luther King Jr.'s idea of community. <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> Reflected on Dr. Martin Luther King Jr., and encouraged everyone to listen to Dr. King's "Where Do We Go From Here" speech. Reported on SB1287 and thanked State Sen. Creigh Deeds for carrying the bill that if passed would allow Albemarle County and the City of Charlottesville to have a local option to increase sales tax by 1% with funds going directly and specifically to new school construction. 		
<p>7. From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> <u>Hannah Huggins</u>, White Hall district, spoke toward agenda item # 9. SE202200062 Edgefield LLC Homestay. 		

8.1	Replacement of the Telework and Alternate Schedules Administrative Policy, AP-16, with Remote Work Policy. • ADOPTED the updated Remote Work Policy.	(Attachment 1)	
8.2	Tax Refund Approval Request. • APPROVED the refund request and AUTHORIZED the Department of Finance and Budget to initiate the refund payments.	<u>Finance and Budget:</u> Proceed as approved and authorized.	
8.3	SE202200063 Verizon-Greenbrier/City Church Wireless Special Exception. • ADOPTED Resolution to approve the special exception, provided that no antenna exceeds 1,881 square inches in size.	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 2)	
9.	SE202200062 Edgefield LLC Homestay. (<i>White Hall Magisterial District</i>) • By a vote of 6:0, DEFERRED SE202200062 Edgefield LLC Homestay to February 15, 2023.	<u>Clerk:</u> Schedule on February 15, 2023 agenda. <u>Community Development:</u> Proceed as discussed.	
10.	Work Session: Charlottesville Area Transit Micro-transit Feasibility Analysis. • Held.	<u>Community Development:</u> Proceed as discussed.	
	Recess. At 3:06 p.m., the Board recessed and reconvened at 3:15 p.m.		
11.	Work Session: Drainage Infrastructure Management Program. • Held.		
12.	Closed Meeting. • At 4:23 p.m., the Board went into closed meeting pursuant to section 2.2-3711(A) of the Code of Virginia: • under subsection (7), to consult with legal counsel and receive briefings by staff members pertaining to actual litigation concerning alleged violations of the Virginia Freedom of Information Act, in the case styled <i>Schilling v. Albemarle County Board of Supervisors</i> ; and • under subsection (4), concerning a matter implicating the protection of the privacy of individuals in personal matters not related to public business.		
13.	Certify Closed Meeting. • At 6:00 p.m., the Board reconvened into open meeting and certified the closed meeting.		
	Announcement. • Chair Price announced that for the February 1, 2023 Board of Supervisors meeting, there will be a temporary change to the Zoom meeting link for virtual participation, and for the February 15 meeting, a permanent change to the Zoom meeting link will occur. After the change to the meeting link for the February 15 meeting, the link is not expected to change. Community members are advised to go to the Participation Guide for Public Meetings on the Albemarle County Board of Supervisors webpage to access the correct Zoom link for each meeting.		
14.	From the County Executive: Report on Matters Not Listed on the Agenda. <u>Jeff Richardson:</u> • Presented the monthly County Executive's report.		
15.	From the Public: Matters on the Agenda but Not Listed for Public Hearing or on Matters Previously		

	<p>Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> There were none. 	
16.	<p><u>Pb. Hrg.: Ordinance to Establish a Fraud, Waste, and Abuse Reporting System.</u></p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED ordinance to establish an office of fraud, waste, and abuse auditor. By a vote of 6:0, ADOPTED resolution appointing the Chief of Shared Services, Enterprise Risk Management & Analytics as the Fraud, Waste, and Abuse Auditor. 	<p><u>Clerk:</u> Forward copy of signed ordinance and resolution to Finance and Budget and County Attorney's office. (Attachments 3 and 4)</p>
17.	<p><u>Pb. Hrg.: SP202200019 The Keswick School.</u></p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED Resolution to approve SP202200019 The Keswick School with revised conditions. 	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 5)</p>
18.	<p><u>Pb. Hrg.: SP202200018 St. Paul's Ivy Church Preschool.</u></p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED Resolution to approve SP202200018 for a preschool of up to 24 students per day. 	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 6)</p>
20.	<p><u>Pb. Hrg.: SP202200021 Hollymead Substation Expansion.</u></p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED Resolution to approve SP202200021 with only Condition 1 that requires general accord with the Conceptual Plan. 	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 7)</p>
21.	<p><u>Pb. Hrg.: Lease of County-Owned Meadows Community Center.</u></p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution authorizing the County Executive to sign a proposed lease to PHA of the Meadows Community Center, once the lease is approved by the County Attorney as to form and substance. 	<p><u>Clerk:</u> Forward copy of signed resolution to Facilities and Environmental Services and County Attorney's office. (Attachment 8)</p> <p><u>County Attorney:</u> Provide Clerk with copy of fully executed lease. (Attachment 9)</p>
22.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p>a. Scheduling Community Meetings. <u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Clarified that staff had answered her questions which were where in the overall process, and language to use to explain to residents how the community meetings fit into the overall process of the Comprehensive Plan. <p>b. Stream Overlay Districts.</p> <ul style="list-style-type: none"> Discussed. <p>c. Other Matters. <u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> Provided the Board with an update on the Parks Foundation process and reported that the exploration team has five or six members as well as a pro bono attorney and is in search of a certified public accountant (CPA). <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Mentioned that the Natural Heritage Committee developed a Native Plant list that was never adopted and asked the County Executive to provide the Board with a timeline of when the list can be formally adopted. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Provided an update on TJPDC's Regional Housing Partnership. <p><u>Donna Price:</u></p>	<p>County Executive: Proceed as requested.</p>

<ul style="list-style-type: none"> • Mentioned that she and Mayor Snook made a presentation to the Senior Lawyers of the Charlottesville Albemarle Bar Association. • Reported on her attendance at the Scottsville Town Council meeting and made comments on the consequences and impacts of decisions made by boards. 		
23. Adjourn to February 1, 2023, 1:00 p.m., Lane Auditorium. <ul style="list-style-type: none"> • The meeting was adjourned at 8:01 p.m. 		

ckb/tom

Attachment 1 – Remote and Alternative Schedules Policy

Attachment 2 – Resolution to Approve SE 2022-00063 Greenbrier Park/City Church Wireless

Attachment 3 – Ordinance No. 23 – A(1)

Attachment 4 – Resolution Appointing a Fraud, Waste, and Abuse Auditor

Attachment 5 – Resolution to Approve SP202200019 The Keswick School

Attachment 6 – Resolution to Approve SP202200018 St. Paul's Ivy Church Preschool

Attachment 7 – Resolution to Approve SP202200021 Dominion Hollymead Substation Expansion

Attachment 8 – Resolution to Lease Meadows Community Center to Piedmont Housing Alliance

Attachment 9 – Proposed Meadows Community Center Lease (DRAFT)

Document ID: §P 24.0	Title: Remote and Alternative Schedules Policy	Approved Date: Pending
Revision #: N/A	Prepared By: Human Resources	Adopted Date: Pending
Policy Name: Remote and Alternative Schedules Policy		

A. PURPOSE

Albemarle County recognizes that controlled flexibility in work location and work times can lead to a more effective and efficient workforce resulting in better service delivery for Albemarle County's residents. While not feasible for all positions and for all staff, when feasible, the County expects that employees and supervisors will work together to enable reasonable flexibility in work schedules and work location where position responsibilities and work requirements advance program goals. These arrangements are considered feasible when they do not diminish employee performance, service delivery, inter-departmental collaboration, or professional accountability.

B. DEFINITIONS

Alternative Schedules: An arrangement that permits a variation from the employee's normal work hours but does not alter the total number of hours worked in the relevant period.

Remote Work: An arrangement where an employee performs work at a site other than an Albemarle County office or County-owned location.

C. ELIGIBILITY CONSIDERATIONS

Requests for remote or alternative schedule arrangements should be considered when:

1. The quality and quantity of service can be maintained or improved and is appropriate considering the nature of the employee's job.
2. Both the employee and supervisor agree that a remote or alternative schedule would be beneficial and not undermine the business needs of the department and County.
3. The remote or alternative schedule does not require the employee to permanently relocate to another state, outside of Virginia.

D. ROLES AND RESPONSIBILITIES

1. Employees:

Employees who are approved for remote work or an alternative schedule must:

- a) Possess or exhibit the following characteristics:
 - i. Be able to work independently without close supervision.
 - ii. Have the ability to prioritize work effectively and utilize good time management skills.
 - iii. Be effective at meeting deadlines and possess proactive communication and planning skills.
 - iv. Be disciplined, reliable, and professionally motivated, and show a high sense of responsibility in accomplishing work assignments.
 - v. Have exhibited performance that, at minimum, meets expectations in accordance with Albemarle County's performance appraisal process.

- b) Maintain the agreed upon work schedule, including days and hours; they may deviate from that work schedule only with the supervisor's consent.
- c) Work on-site, when required by their supervisor with 24-hour notice.
- d) Reside in Virginia and maintain a Virginia home address.
- e) Update address information with Human Resources when there is an address change within 14 days of the change.
- f) Report an absence to their supervisor when they wish to be relieved of responsibility for work and use appropriate leave (such as annual leave, sick leave, etc.).
- g) Be on-site as necessary to attend meetings, training sessions, for coverage purposes, etc.
- h) Be available during the approved working hours.
- i) Maintain a normal workload and meet the same performance standards and expectations while working a remote or alternative schedule.
- j) Return County-issued equipment at their expense, in the same condition in which it was originally received, excepting normal wear and tear.
- k) Maintain the same standards of conduct and professional behavior as would be expected of them at the work site.
- l) If placed on a Performance Improvement Plan (PIP), may be required to work on-site and may have any remote work or alternative schedules revoked or modified.

2. Supervisors:

- a) Review and approve or disapprove employees' remote work schedule requests. Supervisors may revoke the arrangement at their discretion.
- b) Ensure that work continues to be completed in a timely, efficient, and effective manner. This may include requiring work reports or utilizing other reporting tools to monitor the successful completion of work assignments.
- c) Communicate with the employee if work performance suffers or work product delivery diminishes.
- d) Communicate with the employee if they need to report in-person for a meeting, training sessions, for coverage purposes, etc.
- e) Assure employees maintain a Virginia residency and home address. Report any change to Human Resources.

3. Department Heads:

- a) Ensure equitable availability of remote and alternative schedule arrangements between similarly situated positions, when such arrangements are feasible, and service delivery expectations can be maintained.
- b) Hold accountable supervisors and employees to ensure effective and efficient service delivery is maintained, while also affording employees the benefit of flexibility when feasible.
- c) Hold accountable supervisors and employees to ensure employees work their position's requisite number of hours and follow all applicable personnel policies.
- d) Keep the department open to the public on all regular business days other than posted holidays and emergency closings.

4. Human Resources:

- a) Review remote work or alternative schedule requests.

- b) Assist supervisors to determine eligibility (focusing on essential functions of the job description).
- c) Update all job descriptions with the proper remote work determination. Even if a position is determined to be remote work eligible, supervisors maintain discretion as to whether a given employee is eligible, based upon performance and the business needs of the County.

E. OUT-OF-STATE WORK

An employee who moves out of Virginia may not continue to work for the County and must give notice of the intent to move out of Virginia before doing so. Where an employee gives notice before moving out of Virginia, the move is treated as a resignation of employment in all respects, including sufficiency of notice. Where an employee does not give notice before moving out of Virginia, that move may be treated as a violation of the County's Standards of Conduct, and the employee is subject to immediate dismissal. See §P-07 (Standards of Conduct) and §P-36 (Separation of Employment).

F. OTHER CONSIDERATIONS

Employees should be aware of these considerations prior to agreeing to a telework or alternative schedule arrangement:

- 1. Employees are not eligible for home office improvement funds. Accessibility accommodations may be considered on a case-by-case basis.

G. PROCEDURE

Step 1. Employee submits a Remote Work Request to the Supervisor.

Step 2. The Supervisor assesses the position's remote work eligibility and determines whether to allow the employee a remote work arrangement.

- a) Remote work should be allowed for employees who can accomplish their assigned tasks under a remote work arrangement. Those who can accomplish some, but not all, of their assigned tasks under a remote work arrangement, should be allowed a partial remote work arrangement.

Step 3. If an employee is remote work-eligible, the supervisor will seek assistance from Human Resources to determine how much of the position can be performed under a remote work arrangement, focusing on essential functions of the job description.

Step 4. The supervisor and employee work together to determine the remote work arrangement. Then, both sign a Remote Work Request Form.

Step 5. The supervisor may require work reports or other measures to ensure that work continues to be completed in a timely and effective manner.

H. RESOURCES

[Remote Work Request Form](#)

**RESOLUTION TO APPROVE
SE 2022-00063 GREENBRIER PARK/CITY CHURCH WIRELESS**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE 2022-00063 Greenbrier Park City/Church Wireless application and the attachments thereto, including staff's supporting analysis, any comments received, all of the factors relevant to the special exceptions 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)(b) as to Parcel ID 06100-00-00-153A1, provided that no antenna authorized hereby may exceed 1,881 square inches in size.

ORDINANCE NO. 23-A(1)

AN ORDINANCE TO ESTABLISH AN OFFICE OF FRAUD, WASTE, AND ABUSE AUDITOR

WHEREAS, Section 15.2-2511.2 of the Code of Virginia permits the County to adopt an ordinance establishing an office of Fraud, Waste, and Abuse Auditor to perform certain functions specified in that section; and

WHEREAS, the Board of Supervisors recognizes that fraud, waste, and abuse of County resources is harmful to the residents of Albemarle County and undermines the efficient administration of County government.

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors of the County of Albemarle, Virginia, that:

There is created within the Department of Finance an office of Fraud, Waste, and Abuse Auditor ("Auditor"). The Auditor is responsible for conducting investigations of any officers, departments, or programs for fraud, waste, and abuse, as those terms are defined in Section 15.2-2511.2 of the Code of Virginia.

The Auditor shall administer a telephone hotline and a website through which employees and residents of the County may report anonymously any incidence of fraud, waste, or abuse committed by any officer, or within any department or program, of the County.

The Auditor shall determine the materiality and authenticity of every allegation received on the hotline or website and ensure that investigation and resolution activities are undertaken in response to material and authentic allegations in the most cost-effective and confidential manner available. What manner is most cost-effective and confidential is within the Auditor's discretion.

However, the Auditor shall assign responsibility for investigation and resolution to other investigative and law-enforcement personnel where such responsibility is prescribed by general law and where appropriate to avoid duplicating or replacing existing investigation and resolution functions.

The Auditor may set the conditions of anonymity that apply to employee and resident reports.

The Auditor may advertise the hotline and website, and the conditions of anonymity, through the conspicuous posting of announcements in the locality's personnel newsletters, articles in local newspapers issued daily or regularly at average intervals, hotline posters on local employee bulletin boards, periodic messages on local employee payroll check stubs, or through other reasonable efforts.

This ordinance shall become effective on February 1, 2023.

**RESOLUTION
APPOINTING A FRAUD, WASTE, AND ABUSE AUDITOR**

BE IT RESOLVED by the Board of Supervisors of the County of Albemarle, Virginia (the "Board" and the "County") that, upon the recommendation of the Director of Finance, the Chief, Shared Services, Enterprise Risk Management & Analytics is hereby appointed the Fraud, Waste, and Abuse Auditor ("Auditor") for the County under Virginia Code § 15.2-2511.2, and this appointment is effective on and after February 1, 2023; and

BE IT FURTHER RESOLVED that, at such time as the County establishes the position of Internal Auditor, the Internal Auditor shall be substituted for the Chief, Shared Services, Enterprise Risk Management & Analytics, as the Auditor for purposes of this resolution and Ordinance 23-A(1); and

BE IT FURTHER RESOLVED that the Auditor will serve at the pleasure of the Board for an indefinite tenure under Virginia Code § 15.2-513; and

BE IT FURTHER RESOLVED that the Auditor will have the powers and duties stated in Virginia Code § 15.2-2511.2 and in Ordinance 23-A(1); and

BE IT FURTHER RESOLVED that the Auditor shall act under the supervision of the Director of Finance.

**RESOLUTION TO APPROVE
SP202200019 THE KESWICK SCHOOL**

WHEREAS, upon consideration of the staff reports prepared for SP 202200019 The Keswick School and all of their attachments, including staff's supporting analysis, the information presented at the public hearings, any comments received, and all of the factors relevant to the special use permit in Albemarle County Code §§ 18-10.2.2(5) 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, 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 202200019 The Keswick School, subject to the conditions attached hereto.

* * * * *

SP202200019 The Keswick School Special Use Permit Conditions

1. Development of the use must be in general accord (as determined by the Director of Planning and the Zoning Administrator) with the conceptual plan titled "SP202200019 Keswick School Concept Plan," last revised September 26, 2022. To be in general accord with the Conceptual Plan, development must reflect the location of buildings and parking areas, which is essential to the design of the development. Minor modifications to the plan that do not conflict with this essential element may be made to ensure compliance with the Zoning Ordinance or improve safety.
2. Along the eastern-most boundary with Parcel 80-114A, a planting screen approximately 124 feet long and 17 feet wide, as shown on the Conceptual Plan, must be established and maintained. The planting material must consist of either:
 - a. a minimum of 17 Leyland Cypress, each a minimum of eight feet in height, planted approximately six feet on center; or
 - b. landscaping included in the Albemarle County Recommended Plants List and to the satisfaction of the Director of Planning.
3. Along the other boundary with Parcel 80-114A, a planting screen approximately 340 feet long and 40 feet wide must be established and maintained from the existing gym building to the Depot building, as shown on the Conceptual Plan. The planting material must consist of either:
 - a. Starting at the gym and proceeding towards the Depot building, the first 260 feet in length must be planted with a minimum of 45 Juniperus Virginia, each a minimum of eight feet in height, planted approximately six feet on center. The remaining 80 feet in length must be planted with a minimum of 13 Leyland Cypress, each a minimum of six feet in height, planted approximately six feet on center; or
 - b. landscaping included in the Albemarle County Recommended Plants List and to the satisfaction of the Director of Planning.
4. Enrollment must not exceed 35 students.

**RESOLUTION TO APPROVE
SP202200018 ST. PAUL'S IVY CHURCH
PRESCHOOL**

WHEREAS, upon consideration of the staff reports prepared for SP 202200018 St. Paul's Ivy Church Preschool and all of their attachments, including staff's supporting analysis, the information presented at the public hearings, any comments received, and all of the factors relevant to the special use permit in Albemarle County Code §§ 18-10.2.2(7) 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 *County Code* §18-5, 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 202200018 St. Paul's Ivy Church Preschool, subject to the conditions attached hereto.

* * * * *

SP202200018 St. Paul's Ivy Church Preschool Special Use Permit Conditions

1. Development of the use must be in general accord with the conceptual plan submitted on 7/15/2022. To be in general accord with the conceptual plan, development must reflect the following major elements essential to the design of the development:
 - a. Location of buildings, preschool, and playground areas;
 - b. Location of parking areas;
 - c. Site access, including pick-up and drop-off location
 Minor modifications to the plan that do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance. Modifications to pick-up and drop-off may be made at the time of a Zoning Clearance and subject to approval by VDOT.
2. Playground fencing is required at the time of Zoning Clearance.
3. Signage for pick-up and drop-off location and circulation may be required at the time of Zoning Clearance to ensure safe vehicular circulation.
4. Enrollment may not exceed twenty-four (24) children/students.
5. The hours of operation for the preschool may not exceed 8:30 a.m.-2:30 p.m. Monday through Friday.

**RESOLUTION TO APPROVE
SP202200021 DOMINION HOLLYMEAD
SUBSTATION EXPANSION**

WHEREAS, upon consideration of the staff reports prepared for SP202200021 Dominion Hollymead Substation Expansion and all of their attachments, including staff's supporting analysis, the information presented at the public hearings, any comments received, and all of the factors relevant to the special use permit in Albemarle County Code §§ 18-13.2.2(6), 18-18.2.2(6), 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 Residential (R-1) and Residential (R-15) zoning districts, with the applicable provisions of *County Code* § 18-5, 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 SP202200021 Dominion Hollymead Substation Expansion Project, subject to the condition attached hereto.

* * * * *

**SP202200004 Dominion Hollymead Expansion
Special Use Permit Condition**

1. Development of the use must be in general accord (as determined by the Director of Community Development and the Zoning Administrator) with the conceptual plan entitled "Preliminary Site and Grading Plan Hollymeade [*sic*] Substation Expansion," prepared by Dominion Energy. To be in general accord with the plan, development must reflect:
 - a. Location of the substation and related infrastructure
 - b. Limits of disturbance and wooded areas to remain
 Minor modifications to the plan that do not conflict with those essential elements may be made to ensure compliance with the Zoning Ordinance.

**RESOLUTION TO LEASE MEADOWS COMMUNITY CENTER TO PIEDMONT
HOUSING ALLIANCE**

WHEREAS, the Board finds that it is in the best interest of the County to lease the Meadows Community Center, located at 5800 Meadows Drive, Crozet, VA 22932 to the Piedmont Housing Alliance;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Albemarle, Virginia, hereby authorizes the County Executive to execute a lease of the Meadows Community Center to the Piedmont Housing Alliance, once approved by the County Attorney as to form and substance.

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made this ____ day of _____, 20____, by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and PIEDMONT HOUSING ALLIANCE, Tenant.

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the rents and covenants herein set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Leased Premises"). The Leased Premises will be occupied by the Tenant.

ARTICLE II. TITLE: QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant will have peaceful and quiet enjoyment, use and possession of the Leased Premises without hindrance on the part of the Landlord or anyone claiming by, through, or under Landlord.

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. This Lease will commence on January 1, 2023 (the "Date of Commencement") and will expire December 31, 2027. All references to the "term" of this Lease will, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. This Lease may be renewed for an additional period as may be mutually agreed by the Landlord and Tenant. If renewal is not agreed upon by the Landlord and Tenant, this Lease will expire upon expiration of the initial term.

Section 3.3. Early Termination. At any time during any term of this Lease, upon six months' written notice to the Tenant, provided pursuant to Section 18.3 herein, the Landlord may terminate this Lease at its discretion, without further obligation after said termination.

ARTICLE IV. RENT

Section 4.1. Annual Rent. Tenant will pay to Landlord annual rent of \$6,426.00, payable in equal monthly installments, in advance, on the first day of each month during the term hereof. Following the initial year of this Lease, the rent for subsequent years of the Lease will be indexed for inflation and will be calculated by first establishing a fraction, the numerator of which will be the level of the CPI Index (as defined herein) as of the first day of June in the subsequent years, and the denominator of which will be the level of the CPI Index as of the Date of Commencement. The resulting fraction will be multiplied by the rent agreed upon or established above for the first year of the term of the Lease to determine the annual rent due for the year. The rental figure will be revised each year based upon this formula. The CPI Index

will be the U.S. Bureau of Labor Statistics Consumer Price Index (all items, all urban consumers, 1982-1984 = 100). If the CPI Index is discontinued, Landlord will designate an appropriate substitute index or formula having the same general acceptance as to use and reliability as the CPI Index and such substitute will be used as if originally designated herein. Notwithstanding the foregoing, in no event will the rent due for any lease year decrease below the rent payable for the first year.

Upon mutual written agreement of the parties, this Lease may be amended to add additional square footage to the Premises. If additional square footage is added to the Premises during any term of this lease, the total rent will be increased by the product of multiplying the additional square footage by the base rental rate for the term during which the additional square footage is to be added and prorated for the number of months remaining in that term. The base rental rate is defined as the then-current total rent for the term during which the additional square footage is to be added divided by the then-current gross square feet for the term during which the additional square footage is to be added.

Section 4.2. Address for Rent Payment. All payments of rent due Landlord pursuant to Section 4.1 will be made to Landlord at the address specified for "Notices" herein, or to such other party or at such other address as hereinafter may be designated by Landlord by written notice delivered to Tenant at least ten (10) days prior to the next ensuing monthly rental payment date.

ARTICLE V. UTILITIES AND SERVICES

The Landlord will provide water, sewer, electricity, heating, and cooling. The parties will share the trash collection and janitorial expense as outlined below. The Tenant will provide telephone and all other services.

ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. Tenant will have use of the Leased Premises for a leasing and management office and community center, as detailed below.

- (a) The Tenant will maintain an office in the Leased Premises for leasing and management of the Crozet Meadows and Meadowlands Apartments (hereinafter, the "Apartments").
- (b) A Community Center will operate in the Leased Premises under the supervision of the Tenant during the hours that the leasing office is open.
- (c) Residents of the Apartments may enjoy use of the Community Center during the Tenant's hours of operation, as allowed and supervised by the Tenant.
- (d) Other uses of the Leased Premises may be allowed by the Tenant at its discretion to provide services for the residents of the Apartments and surrounding community during the normal hours of Tenant's leasing office.
- (e) The Tenant may make appropriate charges for the use of the Community Center during the normal hours of Tenant's leasing office as determined by the Tenant.
- (f) After-hours use is understood to be any hours that the PHA leasing office is not

scheduled to be open.

- (g) The Landlord's Parks and Recreation Department will arrange and manage any after-hours use of the Community Center by the community.
- (h) The Tenant will arrange and manage any after-hours use of the Community Center by the residents of the Apartments.
- (i) The Tenant may make appropriate charges for the after-hours use of the Community Center by residents of the Apartments as determined by the Tenant.
- (j) All reservations for the after-hours use of the Community Center will be requested through the Landlord's Parks and Recreation Department, who will maintain a master calendar of building use.
- (k) Reservations requests for use by Apartment residents or for the sole benefit of Apartment residents will be requested through the Tenant. The Tenant's representative will contact the Landlord's Parks and Recreation Department to schedule such requests.
- (l) The Landlord will waive the reservation fee for any reservation scheduled by the Tenant.
- (m) The Tenant will be responsible for the routine cleaning and necessary janitorial supplies incurred (i) during the Tenant's hours of operation and (ii) by after-hours use scheduled by the Tenant.
- (n) The Landlord, through its Parks and Recreation Department, will be responsible for the routine cleaning and necessary janitorial supplies for after-hours community use.

Section 6.2. Parking. Tenant is entitled to the use of parking spaces in the parking lot and an access easement to the Leased Premises.

ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

Section 7.1. Installation by Tenant.

(a) Tenant may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements which do not damage or alter the Leased Premises, provided that Landlord's consent has first been obtained in writing, and provided that Tenant has obtained all required governmental permits for such alterations, additions, or improvements.

(b) Tenant may, from time to time, make interior structural alterations, additions, or improvements, only with Landlord's prior written consent to plans and specifications therefor, which consent will not be unreasonably withheld. Upon the expiration or sooner termination of this Lease, Landlord will have the option (exercisable upon sixty (60) days' notice to Tenant except in the case of a termination of this Lease due to a default by Tenant, in which case no such notice will be required) to require Tenant to remove at Tenant's sole cost and expense any and all improvements made by Tenant to the Leased Premises or to elect to keep such improvement as Landlord's property. In the event Tenant is required to remove any improvements, (i) Tenant will be responsible for the repair of all damage caused by the installation or removal thereof, and (ii) if Tenant fails to properly remove such improvements or provide for the repair of the Leased Premises, Landlord may perform the same at Tenant's cost

and expense.

Section 7.2. Signs. Tenant may place signs on the interior or exterior of the Leased Premises with the prior written approval of Landlord.

ARTICLE VIII MAINTENANCE OF LEASED PREMISES

Section 8.1. Maintenance. Landlord will be responsible for all repairs and maintenance for the Leased Premises, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, including, but not limited to, plumbing, heating, electrical, air conditioning, plate glass and windows. Notwithstanding the foregoing, Tenant will be responsible for all maintenance and repairs necessitated by the negligence of Tenant, its employees, and invitees. Landlord's representative will perform a monthly inspection of the Leased Premises with the Tenant's representative to discuss any immediate or long-range maintenance concerns. The Tenant will notify the Landlord's Parks and Recreation Department promptly if it becomes aware of repairs that require immediate attention, and appropriate Landlord staff will respond.

Section 8.2. Right of Entry. Landlord reserves the right for itself, its agents and employees to enter upon the Leased Premises at any reasonable time to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements will not unreasonably interfere with Tenant's operations. Such right to enter will also include the right to enter upon the Leased Premises for the purposes of inspection.

Section 8.3. Surrender of Leased Premises. At the expiration of the tenancy hereby created, Tenant must surrender the Leased Premises and all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and inform Landlord of all combinations on locks, safes, and vaults, if any, that Landlord has granted permission to have left in the Leased Premises. At such time, the Leased Premises must be broom clean and in good condition and repair, commensurate with its age. If Tenant leaves any of Tenant's personal property in the Leased Premises, Landlord, at its option, may remove and store any or all of such property at Tenant's expense or may deem the same abandoned and, in such event, the property deemed abandoned will become the property of Landlord.

ARTICLE IX. INSURANCE

Section 9.1. Liability Insurance of Tenant. Tenant covenants and agrees that it will, at all times during the term of this Lease, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises and the business operated by Tenant and any sub-tenants of Tenant on the Leased Premises in which the limits of public liability for bodily injury and property damage will not be less than One Million Dollars (\$1,000,000) per accident, combined single limit. The policy will name the Landlord as an additional insured. The policy will provide that the insurance thereunder will not be cancelled until thirty (30) days after written notice thereof to all named insureds.

Section 9.2. Fire and Extended Coverage. Landlord agrees that it will, during the initial

and any renewal term of this Lease, insure and keep insured, for the benefit of Landlord and its respective successors in interest, the Leased Premises, or any portion thereof then in being. Such policy will contain coverage against loss, damage or destruction by fire and such other hazards as are covered and protected against, at standard rates under policies of insurance commonly referred to and known as "extended coverage," as the same may exist from time to time. Landlord agrees to name Tenant as an additional insured on such policy, as its interest may appear.

Section 9.3. Evidence of Insurance. Copies of policies of insurance (or certificates of the insurers) for insurance required to be maintained by Tenant and Landlord pursuant to Sections 9.1 and 9.2 will be delivered by Landlord or Tenant, as the case may be, to the other upon the issuance of such insurance and thereafter not less than thirty (30) days prior to the expiration dates thereof.

Section 9.4. Waiver of Subrogation. Tenant hereby releases the Landlord from any and all liability or responsibility to Tenant or anyone claiming through or under it, by way of subrogation or otherwise, from any loss or damage to property caused by any peril insured under Tenant's policies of insurance covering such property (but only to the extent of the insurance proceeds payable under such policies), even if such loss or damage is attributable to the fault or negligence of Landlord, or anyone for whom Landlord may be responsible; provided, however, that this release will be applicable and in force and effect only with respect to loss or damage occurring during such time as any such release will not adversely affect or impair the releasor's policies or insurance or prejudice the right of the releasor to recover thereunder.

ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH GOVERNMENTAL REGULATIONS

Section 10.1. Waste or Nuisance. Tenant must not commit or suffer to be committed any waste or any nuisance upon the Leased Premises.

Section 10.2. Governmental Regulations. During the term of this Lease, Tenant must, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises or Tenant's use and occupancy thereof.

ARTICLE XI. FIRE OR OTHER CASUALTY

If the Leased Premises are damaged so as to render two-thirds (2/3) or more of the Leased Premises untenable by fire or other casualty insured against under the insurance required to be carried by Landlord pursuant to Section 9.2, Landlord may elect to either terminate this Lease as of the date of damage or repair the Leased Premises. Unless Landlord elects to terminate this Lease, such damage or destruction will in no way annul or void this Lease except that Tenant will be entitled to a proportionate reduction of the rent payable under Article IV while such repairs are being made, such proportionate reduction to be based upon the proportion of the Leased Premises rendered untenable as a result of such damage.

Notwithstanding the foregoing, if any damage or destruction from any cause whatsoever has not been repaired and such repairs have not commenced within one hundred eighty (180) days of the date thereof, Tenant may, as its exclusive remedy, terminate this Lease upon thirty (30) days written notice to Landlord.

ARTICLE XII CONDEMNATION

If the whole or any part of the Leased Premises is taken under the power of eminent domain, then this Lease will terminate as to the part so taken on the day when Tenant is required to yield possession thereof, the Landlord will make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition; and the rent payable under Article IV will be reduced proportionately as to the portion of the Leased Premises so taken. If the amount of the Leased Premises so taken is such as to impair substantially the usefulness of the Leased Premises for the purposes for which the same are hereby leased, then either party may terminate this Lease as of the date when Tenant is required to yield possession.

ARTICLE XIII DEFAULT OF TENANT

Section 13.1. Default. The occurrence of any of the following will be deemed a "default" under this Lease:

- (a) Tenant fails to pay when due any amount of rent, additional rent or other monies due under this Lease, including Articles IV and V, and such payment is not received by Landlord within ten (10) days after written notice of such failure is received by Tenant; or
- (b) a default in any of the other provisions of this Lease, and such default continues uncured for a period of thirty (30) days after written notice thereof from Landlord.

Section 13.2. Remedies. In the event of any default or breach hereof by Tenant, Landlord may (in addition to all other rights and remedies provided by law) terminate this Lease or re-enter and take possession of the Leased Premises, peaceably or by force, and remove any property therein without liability for damage to and without obligation to store such property, but may store the same at Tenant's expense, and collect from Tenant all rent then due and which would accrue for the unexpired portion of the term hereof, together with reasonable attorney's fees. In addition, in the event of a failure to pay rent, additional rent or other money within five (5) days of its due date, Tenant must pay to Landlord the greater of Twenty-Five and no/100 Dollars (\$25.00) or one half (1/2) of one percent (1%) of such sum for each month after the fifth day such rent or other money is late.

ARTICLE XIV HOLDING OVER, ASSIGNS, SUCCESSORS

Section 14.1. Holding Over. Any holding over after the expiration of the term hereof, with the consent of Landlord, will be construed to be a tenancy from month-to-month at the same rent herein specified (prorated on a monthly basis) and will otherwise be on the terms and conditions herein specified as far as applicable. If Tenant remains in possession *without*

Landlord's consent after expiration of the term of this Lease Agreement or its termination, the Tenant will pay to Landlord its damages, reasonable attorney's fees, and court costs in any action for possession. Tenant must pay to Landlord as liquidated damages a sum equal to 110% of the Base Rent then applicable for each month or portion thereof Tenant retains possession of the Premises or any part thereof after the termination of this Lease.

Section 14.2. Showing the Leased Premises. During the last ninety (90) days of the term hereof, Tenant will allow Landlord, or its agents, to show the Leased Premises to prospective tenants or purchasers at such times as Landlord may reasonably desire.

Section 14.3. Successors. All rights and liabilities herein given to, or imposed upon the respective parties hereto, will extend to and bind the heirs, executors, administrators, successors and permitted assigns of the parties. All covenants, representations and agreements of Landlord will be deemed the covenants, representations, and agreements of the fee owner from time to time of the Leased Premises and Landlord will be automatically released of all liability under this Lease from and after the date of any sale by Landlord of the Leased Premises. All covenants, representations and agreements of Tenant will be deemed the covenants, representations, and agreements of the occupant or occupants of the Leased Premises.

ARTICLE XV. BROKER'S FEES

Tenant and Landlord hereby warrant that there are no brokerage commissions due in connection with this Lease.

ARTICLE XVI. NO ASSIGNMENT

Tenant may not assign this Lease or sublet all or any portion of the Leased Premises, either directly or indirectly, without the prior written consent of Landlord. No assignment, sublease or transfer of this Lease by Tenant will (i) be effective unless and until the assignee, subtenant or transferee expressly assumes in writing Tenant's obligations under this Lease, or (ii) relieve Tenant of its obligations hereunder, and Tenant will thereafter remain liable for the obligations of the Tenant under this Lease whether arising before or after such assignment, sublease, or transfer.

ARTICLE XVII. SUBORDINATION OF LEASE

This Lease and all rights of Tenant hereunder are and will be subject and subordinate in all respects to (1) any mortgages, deeds of trust and building loan agreements affecting the Leased Premises, including any and all renewals, replacements, modifications, substitutions, supplements, and extensions thereof, and (2) each advance made or to be made thereunder. In confirmation of such subordination, Tenant must promptly upon the request of Landlord execute and deliver an instrument in recordable form satisfactory to Landlord evidencing such subordination; and if Tenant fails to execute, acknowledge or deliver any such instrument within ten (10) days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver any

such instruments on behalf of Tenant. Tenant further agrees that in the event any such mortgagee or lender requests reasonable modifications to this Lease as a condition of such financing, Tenant will not withhold or delay its consent thereto.

ARTICLE XVIII. MISCELLANEOUS

Section 18.1. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant or condition contained herein will not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance or payment of rent hereunder by Landlord or Tenant, respectively, will not be deemed to be a waiver of any breach by Tenant or Landlord, respectively, of any term, covenant, or condition of this Lease regardless of knowledge of such breach at the time of acceptance or payment of such rent. No covenant, term, or condition of this Lease will be deemed to have been waived by Tenant or Landlord unless the waiver be in writing signed by the party to be charged thereby.

Section 18.2. Entire Agreement. This Lease, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises; and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease will be binding upon Landlord or Tenant unless reduced in writing and signed by them.

Section 18.3. Notices. Any notice, demand, request, or other instrument which may be, or is required to be given under this Lease, will be in writing and delivered in person or by United States certified mail, postage prepaid, and will be addressed:

- (a) if to Landlord, at
County of Albemarle
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
or at such other address as Landlord may designate by written notice;
- (b) if to Tenant, at
Piedmont Housing Alliance
Attn: Executive Director
682 Berkmar Circle
Charlottesville, VA 22901
or at such other address as Tenant may designate by written notice.

Section 18.4. Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way do they

affect this Lease.

Section 18.5. Partial Invalidity. If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance to any extent becomes invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant, or condition of this Lease will be valid and be enforced to the fullest extent permitted by law.

Section 18.6. Recording. Upon request of either party, a memorandum of lease will be executed and recorded. Such memorandum will contain any provisions of this Lease which either party requests except for the provisions of Article IV, which will not be included. The cost of recording such memorandum of lease or a short form hereof will be borne by the party requesting such recordation.

Section 18.7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 18.8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

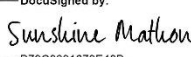
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

TENANT

PIEDMONT HOUSING ALLIANCE

DocuSigned by:

By: 02860E3BD4BC4A7
Crystal Napier, President

DocuSigned by:

By: B76C0031673E48B
Sunshine Mathon, Executive Director

LANDLORD

This Lease is executed on behalf of the County of Albemarle by Jeffrey B. Richardson, County Executive, following a duly-held public hearing, and pursuant to a Resolution of the Albemarle County Board of Supervisors.

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Jeffrey B. Richardson, County Executive

Approved as to form:

Albemarle County Attorney

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All that certain building located at 5735 Meadows Drive, Crozet, Albemarle County, Virginia, consisting of 2,400 square feet, more or less, commonly known as the Crozet/Meadows Community Recreation Building, and more particularly shown on the attached Attachment A.

Attachment A

