

ACTIONS
Board of Supervisors Meeting of January 15, 2025

January 16, 2025

AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
<p>1. Call to Order.</p> <ul style="list-style-type: none"> The meeting was called to order at 1:02 p.m. by the Chair, Mr. Andrews. All BOS members were present. Also present were Jeff Richardson, Andy Herrick, Claudette Borgersen, 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 the final agenda. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Reminded community members to ensure that their sidewalks were shoveled promptly to allow their neighbors to safely walk, and to keep pets indoors when the temperature dropped below single digits. Expressed appreciation for the recent emergency preparedness coordination by Albemarle County staff. <p><u>Mike Pruitt:</u></p> <ul style="list-style-type: none"> Provided an update on upcoming state and local elections, and on several state constitutional amendments. He reminded community members that this was a time when politics was most proximate to the public. Commented on recent fires in California and the water crisis in Richmond, VA, which he said highlighted the need for the County's investments in essential services, which were critical to the well-being of the community <p><u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> Commented on the L.A. fires and noted that it was even more reason to prioritize health and safety, ensuring the County had sufficient firefighters and police officers to keep everyone safe. <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> Noted that the County policies and work on water infrastructure had not kept pace with the needs brought about by climate change and that she believed it was essential for the Board to consider infrastructure, particularly in areas where it has a significant impact on their daily lives. Mentioned the Charlottesville Regional Chamber of Commerce's State of the Community event would be held on Friday, February 21, 2025, from 8:00 a.m. to 10:00 a.m. at Piedmont Virginia Community College's (PVCC) Advanced Technology and Student Success Center. <p><u>Jim Andrews:</u></p> <ul style="list-style-type: none"> Express his gratitude to Virginia Department of Transportation and the utilities for maintaining power during the recent winter storms and encouraged staff to be prepared to provide warming shelters, if needed. 		
6. Proclamations and Recognitions.		

<p>a. Proclamation Celebrating Martin Luther King Jr. Day.</p> <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED proclamation and presented to Ms. Sue Erhardt and Ms. Mariah Payne. 	(Attachment 1)	
<p>7. Public Comment on: Matters Previously Considered or Currently Pending Before the Board (Other than Scheduled Public Hearings).</p> <ul style="list-style-type: none"> • <u>The following individuals address the Board concerning the AC44 Comprehensive Plan Update as it relates to biosolids:</u> <ul style="list-style-type: none"> • <u>Stuart Overbey</u> • <u>Sophie Massie</u> 		
<p>8.1 Fiscal Year 2025 Appropriations.</p> <ul style="list-style-type: none"> • ADOPTED resolution approving appropriations #2025021; 2025022; 2025023; 2025024; 2025025; #2025026; and #2025027 for County government and Public Schools projects and programs. 	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget, and County Attorney's office. (Attachment 2)</p>	
<p>8.2 Resolution to Delegate to ABBA Authority to Issue BEAD Letters of Support on the County's Behalf.</p> <ul style="list-style-type: none"> • ADOPTED resolution delegating authority to ABBA to issue BEAD letters of support on behalf of the County. 	<p><u>Clerk:</u> Forward copy of signed resolution to Office of Broadband office. (Attachment 3)</p>	
<p>8.3 Rivanna River Bicycle and Pedestrian Crossing Planning Study – RAISE Application.</p> <ul style="list-style-type: none"> • SUPPORTED CA-MPO's FY25 RAISE Grant Program application for the preliminary engineering phase of the Rivanna River Bike/Ped Bridge and AUTHORIZED the Board Chair to sign a letter of support. 	<p><u>Broadband Office:</u> Proceed as authorized.</p>	
<p>8.4 Resolution to Accept Road(s) in the Village at Chestnut Grove Subdivision into the State Secondary System of Highways. (<i>White Hall Magisterial District</i>)</p> <ul style="list-style-type: none"> • ADOPTED resolution. 	<p><u>Clerk:</u> Forward copy signed resolution to Community Development. (Attachment 4)</p>	
<p>8.5 Resolution to Accept Road(s) in the Belvedere Phase 2A and 2B Subdivision into the State Secondary System of Highways. (<i>Rio Magisterial District</i>)</p> <ul style="list-style-type: none"> • ADOPTED resolution. 	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development. (Attachment 5)</p>	
<p>8.6 Resolution to Accept Road(s) in Glenbrook Phase 1 Subdivision into the State Secondary System of Highways. (<i>White Hall Magisterial District</i>)</p> <ul style="list-style-type: none"> • ADOPTED resolution. 	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development. (Attachment 6)</p>	
<p>9. Innisfree Village - Private Central Sewerage System and Critical Slopes Waiver (SE2024-34) Request.</p> <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED resolution approving the installation of a central sewerage system, with Condition 4 amended to read: "The owner must annually document to the County Engineer compliance with all State operation and maintenance requirements." • By a vote of 6:0, ADOPTED the revised Resolution to Approve SE202400034 Innisfree Village - Critical Slopes Special Exception, dated January 14, 2025. 	<p><u>Clerk:</u> Forward copies of signed resolutions to Community Development and County Attorney's office. (Attachments 7 and 8)</p>	
<p>10. Presentation: Calendar Year 2025 Real Estate Reassessment Update.</p> <ul style="list-style-type: none"> • RECEIVED. 		

	Recess. At 3:13 p.m., the Board recessed and reconvened at 3:24 p.m.	
11.	Presentation: Lambs Lane Loop Road Study Update. • RECEIVED.	
12.	Presentation: MicroCAT Update. • RECEIVED.	
13.	Closed Meeting. • At 5:00 p.m., the Board went into Closed Meeting pursuant to section 2.2-3711(A) of the Code of Virginia under subsection (1), to discuss and consider both: • the performance of the Interim County Attorney; and • the appointment of a County Attorney.	
14.	Certify Closed Meeting. • At 6:03 p.m., the Board reconvened into an open meeting and certified the closed meeting.	
15.	From the County Executive: Report on Matters Not Listed on the Agenda. • There were none.	
16.	Public Comment on: Matters Previously Considered or Currently Pending Before the Board (Other than Scheduled Public Hearings). • There were none.	
17.	<u>Public Hearing to Consider the Adoption of an Ordinance to Modify Real Estate Tax Relief for Elderly and Disabled Persons.</u> • By a vote of 6:0, ADOPTED ordinance.	<u>Clerk:</u> Forward copy of signed ordinance to Finance and Budget and County Attorney's office. (Attachment 9)
18.	<u>Pb. Hrg.: SP202300017 Walnut Creek Substation.</u> • By a vote of 6:0, ADOPTED resolution to approve SP202300017, and landscape exhibit dated 10-11-24, with condition 3 amended to read: Prior to final zoning approval of each phase of construction, the owner must have demonstrated that it will attenuate noise at the property line to no more than 32 dBA, to the satisfaction of the Zoning Administrator.	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 10)
19.	<u>Pb. Hrg.: Proposed Lease of a Portion of Yancey Community Center Property.</u> • By a vote of 6:0, ADOPTED resolution to authorize the County Executive to sign a proposed lease agreement.	<u>Clerk:</u> Forward copy of signed resolution to Broadband office and County Attorney's office. (Attachment 11) <u>County Attorney:</u> Provide Clerk with copy of fully executed lease agreement. (Attachment 12)
20.	From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Ann Mallek:</u> • Commented that she would like the Board to consider revisiting the ordinance to require landowners to shovel sidewalks. • Mentioned that she had recently reviewed a bill by Schuyler VanValkenburg from Henrico that required every County in Virginia to increase its housing units by 7.5% and she worried that the County could not sustain such rapid growth and provide the necessary infrastructure to support it.	

<p><u>Mike Pruitt:</u></p> <ul style="list-style-type: none"> Commented that he was reaching out individually to members of the Boards of Supervisors of neighboring and regional jurisdictions to learn more about the region and his peers. <p><u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> Provided an update from the Solid Waste Alternatives Advisory Committee (SWAAC) meeting where it was noted that the County collected approximately \$100,000 through the plastic bag tax and that 961 bags of trash and litter were cleaned up in one year. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Mentioned that the Thomas Jefferson Planning District Commission (TJPDC) had held a special meeting earlier this month to provide direction for a compensation study that the TJPDC would be conducting. 		
<p>21. Adjourn to January 22, 2025, 1:00 p.m. Lane Auditorium.</p> <ul style="list-style-type: none"> The meeting was adjourned at 9:24 p.m. 		

ckb/tom

- Attachment 1 – Proclamation Celebrating Martin Luther King, Jr. Day
- Attachment 2 – Resolution to Approve Additional FY 2025 Appropriations
- Attachment 3 – Resolution to Delegate to ABBA Authority to Issue Bead Grant Letters of Support for Internet Service Provider Grant Applications
- Attachment 4 – Resolution to Accept Road(s) in the Village at Chestnut Grove Subdivision into the State Secondary System of Highways.
- Attachment 5 – Resolution to Accept Road(s) in the Belvedere Phase 2a and 2b Subdivision into the State Secondary System of Highways.
- Attachment 6 – Resolution to Accept Road(s) in Glenbrook Phase 1 Subdivision into the State Secondary System of Highways.
- Attachment 7 – Resolution to Approve Innisfree Village Central Sewerage System
- Attachment 8 – Resolution to Approve SE202400034 Innisfree Village - Critical Slopes Special Exception
- Attachment 9 – Ordinance No. 25-15(3)
- Attachment 10 – Resolution to Approve SP202300017 Walnut Creek Substation
- Attachment 11 – Resolution Approving Communications Site Lease between the County of Albemarle and Central Virginia Services, Inc.
- Attachment 12 – Communications Site Lease Agreement

Proclamation Celebrating Martin Luther King, Jr. Day

WHEREAS, Just a century after the Emancipation Proclamation, in 1963, Dr. King and allied forces marched on Washington and delivered the revered “I have a Dream” speech, advocating for the end of racial segregation and societal inequality; and,

WHEREAS, Dr. Martin Luther King, Jr. and other civil rights leaders devoted their lives to the expansion of civil rights and public service to *all* Americans; and

WHEREAS, In honoring his legacy, MLK Day is the only federal holiday designated as a National Day of Service to encourage all Americans to volunteer to improve their communities; and,

WHEREAS, Albemarle County has invested in creating a more equitable and inclusive society by centering Community as an organizational value which states that “we expect diversity, equity, and inclusion to be integrated into how we live our mission” to serve all members of our community; and,

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Albemarle County Board of Supervisors, do hereby honor and celebrate January 20, 2025, as Martin Luther King, Jr. Day and encourage our employees and residents to work towards his vision for a more equitable and inclusive society.

Signed this 15th day of January 2025

**RESOLUTION TO APPROVE
ADDITIONAL FY 2025 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That the FY 25 Budget is amended to increase it by \$421,210;
- 2) That Appropriations #2025021; #2025022; #2025023; #2025024; #2025025; #2025026; and #2025027 are approved;
- 3) That the appropriations referenced in Paragraph #1, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2025.

RESOLUTION TO DELEGATE TO ABBA AUTHORITY TO ISSUE BEAD GRANT LETTERS OF SUPPORT FOR INTERNET SERVICE PROVIDER GRANT APPLICATIONS

WHEREAS, the Commonwealth of Virginia has been awarded \$1.48 billion from the federal Broadband Equity, Access, and Deployment (BEAD) Program to finish the job on extending broadband access and make long-term, transformational investments into broadband affordability and adoption; and

WHEREAS, the Commonwealth's Department of Housing and Community Development (DHCD) is administering the application and award process for the BEAD Program; and

WHEREAS, DHCD's application guidelines provide evaluation points for grant applicant internet service providers to submit Letters of Support from a Virginia locality's governing body; and

WHEREAS, DHCD's application process allows a locality's governing body to delegate to a broadband authority; and

WHEREAS, the Albemarle Broadband Authority is an appropriate public body to evaluate internet service providers intending to apply for the BEAD Program and is willing and able to draft and submit Letters of Support as deemed appropriate to DHCD; and

WHEREAS, it serves the best interests of the County for this Board to delegate such authority to ABBA.

NOW, THEREFORE, BE IT RESOLVED, on this date, 15 January, 2025, that the County's authority to issue BEAD Program Letters of Support to the Virginia Department of Housing and Community Development is hereby delegated to the Albemarle Broadband Authority.

* * * * *

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 15th day of January 2025, adopted the following resolution:

RESOLUTION

WHEREAS, the street(s) in **The Village at Chestnut Grove**, as described on the attached Additions Form AM-4.3 dated **15th day of January 2025**, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised the Board that the street(s) meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle Board of County Supervisors requests the Virginia Department of Transportation to add the street(s) in **The Village at Chestnut Grove**, as described on the attached Additions Form AM-4.3 dated **15th day of January 2025**, to the secondary system of state highways, pursuant to §33.2-705, Code of Virginia, and the Department's Subdivision Street Requirements; and

BE IT FURTHER RESOLVED that the Board guarantees a clear and unrestricted right- of-way, as described, exclusive of any necessary easements for cuts, fills and drainage as described on the recorded plats; and

FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 15th day of January 2025, adopted the following resolution:

RESOLUTION

WHEREAS, the street(s) in **Belvedere Phase 2A and 2B Subdivision**, as described on the attached Additions Form AM-4.3 dated **15th day of January 2025**, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised the Board that the street(s) meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle Board of County Supervisors requests the Virginia Department of Transportation to add the street(s) in **Belvedere Phase 2A and 2B Subdivision**, as described on the attached Additions Form AM-4.3 dated **15th day of January 2025**, to the secondary system of state highways, pursuant to §33.2-705, Code of Virginia, and the Department's Subdivision Street Requirements; and

BE IT FURTHER RESOLVED that the Board guarantees a clear and unrestricted right- of-way, as described, exclusive of any necessary easements for cuts, fills and drainage as described on the recorded plats; and

FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 15th day of January 2025, adopted the following resolution:

RESOLUTION

WHEREAS, the street(s) in **Glenbrook Phase 1**, as described on the attached Additions Form AM-4.3 dated **15th day of January 2025**, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised the Board that the street(s) meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle Board of County Supervisors requests the Virginia Department of Transportation to add the street(s) in **Glenbrook Phase 1**, as described on the attached Additions Form AM-4.3 dated **15th day of January 2025**, to the secondary system of state highways, pursuant to §33.2-705, Code of Virginia, and the Department's Subdivision Street Requirements; and

BE IT FURTHER RESOLVED that the Board guarantees a clear and unrestricted right- of-way, as described, exclusive of any necessary easements for cuts, fills and drainage as described on the recorded plats; and

FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

RESOLUTION TO APPROVE INNISFREE VILLAGE CENTRAL SEWERAGE SYSTEM

WHEREAS, Innisfree Incorporated is seeking approval of a central sewerage system to serve up to 21 connections on Parcels 01400-00-00-00200, 01400-00-00-00300, 01400-00-00-003A0, 01400-00-00-003B0, 01400-00-00-00600, 01400-00-00-00900, 01400-00-00-009B0, 01400-00-00-01000, 01400-00-00-010A0, 01400-00-00-010A1, 01400-00-00-010A2, 01400-00-00-010A3, 01400-00-00-010A4, 01400-00-00-010C0, 01400-00-00-010F0, and 01400-00-00-010F1 (collectively, "Innisfree Village").

NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the foregoing, the staff report prepared for this request and all of its attachments, the information presented to the Board of Supervisors, and the factors relevant to central sewerage systems in County Code Chapter 16 and the Albemarle County Comprehensive Plan, the Albemarle County Board of Supervisors hereby approves a new central sewerage system, as proposed in the submitted materials, to serve up to 21 connections on Parcels 01400-00-00-00200, 01400-00-00-00300, 01400-00-00-003A0, 01400-00-00-003B0, 01400-00-00-00600, 01400-00-00-00900, 01400-00-00-009B0, 01400-00-00-01000, 01400-00-00-010A0, 01400-00-00-010A1, 01400-00-00-010A2, 01400-00-00-010A3, 01400-00-00-010A4, 01400-00-00-010C0, 01400-00-00-010F0, and 01400-00-00-010F1, subject to the conditions attached hereto.

* * *

Innisfree Village Central Sewerage System Conditions

1. The central sewerage system must be constructed in accord with the Innisfree Village Wastewater Management System Upgrades plan, the Innisfree Village AOSS Engineering Report, and the VDH Construction Permit, each as submitted;
2. Prior to issuance of any certificate of occupancy for the system, the owner must submit at least the following documentation that the system was constructed in accord with the approved construction permit to the satisfaction of the County Engineer :
 - a. the Operations and Maintenance agreement between the owner and operator,
 - b. the final inspection report and completion statement, and
 - c. the VDH Operation Permit.
3. The owner(s) of Parcel ID numbers 01400-00-00-00200, 01400-00-00-00300, 01400-00-00-003A0, 01400-00-00-003B0, 01400-00-00-00600, 01400-00-00-00900, 01400-00-00-009B0, 01400-00-00-01000, 01400-00-00-010A0, 01400-00-00-010A1, 01400-00-00-010A2, 01400-00-00-010A3, 01400-00-00-010A4, 01400-00-00-010C0, 01400-00-00-010F0, and 01400-00-00-010F1 must assume full responsibility for the operation and maintenance of the sewerage system; and
4. The owner must annually document compliance with all State operation and maintenance requirements.

**RESOLUTION TO APPROVE SE202400034
INNISFREE VILLAGE - CRITICAL SLOPES SPECIAL EXCEPTION**

WHEREAS, upon consideration of the staff report prepared for SE202400034 Innisfree Village - Critical Slopes Special Exception, the information presented at the public hearing, any comments received, and all of the relevant factors in Albemarle County Code § 18-4.2.5 and § 18-33.9, the Albemarle County Board of Supervisors hereby finds that:

1. The proposed special exception would not be detrimental to the public health, safety or welfare, to the orderly development of the area, or to adjacent properties;
2. The proposed special exception would not be contrary to sound engineering practices; and
3. Strict application of the requirements of Albemarle County Code § 18-4.2 would not forward the purposes of the Zoning Ordinance or otherwise serve the public health, safety or welfare;
4. Alternatives proposed by the developer or subdivider would satisfy the intent and purposes of Albemarle County Code § 18-4.2 to at least an equivalent degree;
5. Due to the property's unusual size, topography, shape, location or other unusual conditions, excluding the proprietary interest of the developer or subdivider, prohibiting the disturbance of critical slopes would effectively prohibit or unreasonably restrict the use of the property or would result in significant degradation of the property or adjacent properties; and
6. Granting the modification or waiver would serve a public purpose of greater import than would be served by strict application of the regulations sought to be modified or waived.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves SE202400034 Innisfree Village - Critical Slopes Special Exception to allow disturbance of a maximum of 300 square feet of critical slopes on those portions of Parcels 01400-00-00-00300, 01400-00-00-003A0, and 01400-00-00-01000 shown as Areas A and B on the applicant's "Special Exception Request (SE202400034)" by Line and Grade Civil Engineering, dated December 16, 2024, provided that an erosion and stormwater management application must be approved and all erosion control perimeter measures must be installed prior to commencing land disturbing activities.

ORDINANCE NO. 25-15(3)

AN ORDINANCE TO AMEND CHAPTER 15, TAXATION, ARTICLE 7, REAL PROPERTY TAX, 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, Article 7, Real Property Tax, is hereby amended as follows:

By Amending:

Sec. 15-709 Real property eligible for an exemption.

Sec. 15-710 Amount of exemption.

Chapter 15. Taxation**Article 7. Real Property Tax****Sec. 15-709 Real property eligible for an exemption.**

Real property that satisfies all of the following requirements is eligible for the exemption established in County Code § 15-708:

- A. *Age or disability.* The eligible owners shall have either:
1. *Age.* Reached the age of 65 years prior to the taxable year for which the exemption is claimed; or
 2. *Disability.* Become permanently and totally disabled prior to the taxable year for which the exemption is claimed.
- B. *Ownership.* The eligible owners shall have title or partial title in the dwelling. Any interest under a leasehold or for term of years is neither title nor partial title. The eligible owners claiming the exemption shall own title or partial title to the real estate for which the exemption is claimed on January 1 of the taxable year.
- C. *Joint ownership.* Jointly owned dwellings are eligible for the exemption in the following circumstances, provided that any other requirements for the exemption are satisfied:
1. *Joint ownership with spouse.* A dwelling jointly owned by a husband and wife may qualify if either spouse is 65 years of age or older or is permanently and totally disabled.
 2. *Joint ownership with person other than spouse.* A dwelling jointly owned by two or more persons, all of whom are either 65 years of age or older or are permanently and total disabled.
- D. *Occupancy of the dwelling.* The eligible owners shall occupy the dwelling as that owner's sole dwelling.
1. *Business uses limited.* The dwelling may not be used in a business that is required to pay a County business license tax or fee.
 2. *Residing in medical or mental care facilities for extended periods does not disqualify.* An eligible owner's residence in a hospital, nursing home, convalescent home, or other facility for physical or mental care for extended periods of time for extended periods does not disqualify the real estate from the exemption. The dwelling continues to be the sole dwelling of the eligible owner during these extended periods in a facility, provided that the real estate is not used or leased to others for consideration.
- E. *Manufactured homes.* A manufactured home is real estate eligible for the exemption if the eligible owner demonstrates to the satisfaction of the Director of Finance that the manufactured home is permanently affixed. Either of the following is evidence that the manufactured home is permanently affixed:
1. *Ownership and connection to water and sewage lines or facilities.* The eligible owner owns title or partial title to the manufactured home and the land on which the manufactured home is located, and the manufactured home is connected to permanent water and sewage lines or facilities; or

2. *Permanent foundation or connected rooms or additions.* The manufactured home rests on a permanent foundation and consists of two or more units which are connected in such a manner that they cannot be towed together on a highway, or consists of a unit and other connected rooms or additions which must be removed before the manufactured home can be towed on a highway.

F. *Maximum annual income allowed.* The total combined income shall not exceed ~~\$88,800~~ \$97,650 for the calendar year immediately preceding the taxable year.

G. *Maximum net combined financial worth allowed.* The net combined financial worth shall not exceed ~~\$305,000~~ \$312,000 as of December 31 of the calendar year immediately preceding the taxable year.

(2-15-73; 3-20-75; 11-9-77; 8-13-80; 6-12-85; 5-13-87; Ord of 12-19-90; Ord. of 4-7-93; Ord. 96-8(2), 12-11-96; Code 1988, § 8-26; 9-9-81; Ord.12-19-90; Code 1988, § 8-26.1; § 15-704, Ord. 98-A(1), 8-5-98; Ord. 00-15(2), 9-20-00; Ord. 03-15(2), 11-5-03; Ord. 04-15(2), 12-1-04, effective 1-1-05; Ord. 06-15(3), 11-1-06, effective 1-1-07; Ord. 07-15(1), 10-3-07, effective 1-1-08; Ord. 14-15(3), 9-3-14; § 15-709, Ord. 19-15(1), 4-17-19; Ord. 22-15(1), 4-20-22, effective 1-1-22; Ord. 23-15(1), 4-19-23, effective 1-1-23; Ord. 24-15(1) 4-17-24, effective 1-1-24; Ord. 25-15(3) 11-20-24, effective 1-1-25)

State law reference(s)—Va. Code §§ 58.1-3210 —58.1-3215.

Sec. 15-710 Amount of exemption.

The exemption established by this article shall apply only to the real property taxes for the qualifying dwelling and the land, not exceeding ten acres, upon which it is situated. The amount of the exemption for any taxable year is as follows:

Percentage of Real Estate Tax Exempted		
		Net Combined Financial Worth
		\$0-\$305,000 <u>\$312,000</u>
Total	\$0 to \$44,400 <u>\$48,825</u>	100.00%
Combined	\$44,401 to \$66,600	75.00%
	<u>\$48,826 to \$73,238</u>	
Income	\$66,601 to \$88,800	50.00%
	<u>\$73,239 to \$97,650</u>	

(2-15-73; 11-9-77; 8-13-80; Ord. of 12-19-90; Ord. of 4-7-93; Code 1988, § 8-27; § 15-705, Ord. 98-A(1), 8-5-98; Ord. 00-15(2), 9-20-00; Ord. 04-15(2), 12-1-04; Ord. 06-15(3), 11-1-06, effective 1-1-07; Ord. 07-15(1), 10-3-07, effective 1-1-08; Ord. 11-15(1), 5-11-11; § 15-710, Ord. 19-15(1), 4-17-19; Ord. 22-15(1), 4-20-22, effective 1-1-22; Ord. 23-15(1), 4-19-23, effective 1-1-23; Ord. 24-15(1) 4-17-24, effective 1-1-24; Ord. 25-15(3) 11-20-24, effective 1-1-25)

State law reference(s)—Va. Code § 58.1-3212.

This ordinance is effective on and after tax year 2025 that begins on January 1, 2025.

**RESOLUTION TO APPROVE SP202300017
WALNUT CREEK SUBSTATION**

WHEREAS, upon consideration of the staff report prepared for SP202300017 – Walnut Creek Substation, the recommendation of the Planning Commission and the information presented at the public hearing, any comments received, and all of the relevant factors in Albemarle County Code § 18-10.2.2(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 Rural Areas (RA) district, with the applicable provisions of Albemarle 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 SP202300017 – Walnut Creek Substation, subject to conditions attached hereto.

* * *

SP202300017 – Walnut Creek Substation Conditions

1. Development of the use must be in general accord (as determined by the Director of Community Development, or the Director's designee) with the Concept Plan entitled "Site Exhibit - Walnut Creek Substation," prepared by Dewberry and submitted as Attachment A3. To be in general accord with the Plan, development must reflect:
 - a. Location of the substation and related infrastructure, and
 - b. Limits of disturbance and wooded areas to remain
 Land disturbance (including but not limited to: grading, excavation, filling of land, the felling of trees, and removal of stumps) must remain within the Limits of Disturbance (LOD) on the Concept Plan (Site Exhibits).
 Minor modifications to the Concept Plan that do not conflict with the essential elements listed above may be approved by the Zoning Administrator and Director of Planning to ensure compliance with applicable federal, state, and local laws.
2. The owner must submit a sound study (or other documentation satisfactory to the Director of Planning) to demonstrate compliance with the applicable Zoning Ordinance decibel standard(s) prior to the issuance of a building permit, commencement of construction, or both.
3. Prior to final zoning approval of each phase of construction, the owner must have demonstrated that it will attenuate noise at the property line to no more than 32 dBA, to the satisfaction of the Zoning Administrator..
4. The use must comply with *Albemarle County Code* § 18-4.17 (Outdoor lighting).
5. Prior to the issuance of a building permit, commencement of construction, or both, the owner must have completed a revised landscaping plan, approved by the Director of Community Development, that both (a) reflects the new enumerated conditions on the site, (b) adequately protects neighbors from disturbance, and (c) complies with *Albemarle County Code* § 18-32.7.9.7 (Screening).

RESOLUTION APPROVING COMMUNICATIONS SITE LEASE BETWEEN THE COUNTY OF ALBEMARLE AND CENTRAL VIRGINIA SERVICES, INC.

WHEREAS, the County of Albemarle owns Parcel 128A2-00-00-02200 (the "Property"), a 4.5-acre parcel immediately adjacent to the Yancey School Community Center, fronting on Porters Road in Esmont;

WHEREAS, Central Virginia Services, Inc. d/b/a Firefly Fiber Broadband ("CVSI") has requested a lease on a portion of the Property for the construction and maintenance of telecommunication and communication facilities, which are instrumental in CVSI providing broadband Internet accessibility to Albemarle County residents and businesses; and

WHEREAS, a lease would serve the best interests of the public and promote the public's welfare, which are a lease's animating purposes.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves leasing a portion of Parcel 128A2-00-00-02200 to Central Virginia Services, Inc., and authorizes the County Executive to sign such a lease on behalf of the County, once approved as to form and substance by the County Attorney.

COMMUNICATIONS SITE LEASE AGREEMENT

This Communications Site Lease Agreement, dated this _____ day of _____, 2025, is entered into by and between Central Virginia Services, Inc. ("CVSI"), and the County of Albemarle, Virginia (the "County").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Demise. The County does hereby lease to CVSI the following real property:
 - A. Three thousand two hundred twenty (3,220) square feet of land and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit A attached hereto and being part of the property owned by the County and described as the Yancey Community Center, located in Esmont, Albemarle County, Virginia (the "Property");
 - B. a temporary construction easement thirty (30) feet in width around the perimeter of the Premises; and
 - C. any additional land required for permanent erosion and sediment control facilities.
2. Use. The Premises may be used by CVSI for any activity in connection with the provision of telecommunication and communication services. The County will cooperate with CVSI in making application for and obtaining all licenses, permits, and any and all other necessary approvals that may be required for CVSI's intended use of the Premises. CVSI will reimburse the County for all of the County's reasonable costs paid to any third party in connection with such cooperation.
3. Tests and Construction. At any time following the full execution of this Agreement, CVSI may enter the Property for the purposes of (a) making appropriate engineering and boundary surveys, inspections, soil test borings, and other reasonably necessary tests and (b) constructing its facilities.
4. Term. The initial term of this Agreement will be fifty (50) years, unless otherwise terminated as provided in this Agreement, commencing on January 1, 2025. Upon mutual agreement, the parties may extend the Term for up to four (4) successive ten (10) year periods (the "Renewal Terms"). This Agreement will automatically be extended for each successive Renewal Term unless either party notifies the other party of its intention not to renew prior to commencement of the succeeding Renewal Term.
5. Rent. CVSI will pay to the County as rent one and 00/100 DOLLARS (\$1.00) per annum ("Rent").
6. Facilities; Utilities; Access.
 - (a) CVSI may erect, maintain, and operate on the Premises telecommunication and communication facilities, including without limitation utility lines, transmission lines, air-conditioned equipment shelter(s), standby power generator, electronic equipment, radio

transmitting and receiving antennas and supporting equipment and structures thereto ("CVSI Facilities"). The CVSI Facilities are not fixtures and title thereto will remain with CVSI. CVSI may remove all its Facilities at its sole expense on or before the expiration or earlier termination of the Agreement, and, upon such expiration or termination, CVSI must remove CVSI Facilities within 180 days. CVSI must repair any damage to the Premises caused by such removal.

(b) The County will sign such documents or easements as may be required by utility companies to provide services to the Premises, including the grant to CVSI or to the servicing utility company at no cost to the CVSI, of an easement in, over, across or through the Property as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to the County and the servicing utility company.

(c) CVSI, its employees, agents, subcontractors, lenders, and invitees will have pedestrian and vehicular ingress and egress access across the Property to the Premises twenty-four (24) hours a day, seven (7) days a week.

7. Taxes. CVSI must pay the taxes assessed against the CVSI Facilities.

8. Waiver of County's Lien. The County waives any lien rights it may have regarding the CVSI Facilities

9. Termination. This Agreement may be terminated without further liability as follows: (i) on thirty (30) days prior written notice by the County upon the failure by CVSI to cure conditions of non-compliance with the applicable requirements of federal funding and state funding agencies, (collectively "Agencies") within the time frame, or any extensions thereof, prescribed by the Agency, (ii) on thirty (30) days prior written notice by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, or (iii) by CVSI for any reason or for no reason upon CVSI's written notice of early termination to the County.

11. Insurance. CVSI must maintain commercially reasonable liability insurance coverage for tort or statutory liability to its employees, agents, subcontractors, and invitees and to the public.

12. Assignment and Subletting. Neither party may assign, or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of the other; which consent may not be unreasonably withheld, conditioned or delayed. In the event the County conveys the Premises, its grantee will take title subject to this Lease and CVSI must attorn to such grantee.

13. Warranty of Title and Quiet Enjoyment.

(a) The County warrants that: (i) the County owns the Property in fee simple and has rights of access thereto, and no additional ground lease, easement or consent is required from any third party for use of, or access to, the Property; (ii) the Property is free and clear of all liens, encumbrances and restrictions that would prohibit or interfere with CVSI's permitted use; (iii) the County has full right to make and perform this Agreement; and (iv) the County covenants and agrees with CVSI that upon CVSI paying the Rent and observing and performing all the terms, covenants and

conditions on CVSI's part to be observed and performed, CVSI may peacefully and quietly enjoy the Premises.

(b) In the event the Property is encumbered by a mortgage or deed of trust, the County agrees, upon request by CVSI, to obtain and furnish CVSI with a non-disturbance and attornment instrument for each such mortgage or deed of trust.

14. Hazardous Substances.

(a) CVSI agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation.

(b) The County represents, warrants and agrees (1) that neither the County nor, to the County's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Property in violation of any law or regulation and (2) that the Property is free of any condition that might bring the Property within the purview of any federal, state, or local law or regulation regarding environmental protection, pollution, or water quality.

(c) As used in this paragraph, "Hazardous Material" means petroleum or any petroleum product, asbestos, and any substance, chemical or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation.

(d) The provisions of this section will survive termination of this Lease Agreement.

15. Indemnification. CVSI will save, defend, hold harmless, and indemnify the County, and all of its officers, departments, agencies, agents and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, (collectively, "Claims") resulting from, arising out of, or in any way connected with the placement and operation of CVSI Facilities except those Claims arising from the negligence or intentional act of the County.

16. Validity. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

17. Successors. This Agreement will be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

18. Governing Law. This Agreement will be governed by the laws of the Commonwealth of Virginia.

19. Further Assurances. Each of the parties will do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

20. Counterparts. This Agreement may be executed in duplicate counterparts, each of which will be deemed an original.

21. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties will be entitled to any and all remedies available at law or in equity.

22. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first-above written.

COUNTY OF ALBEMARLE, VIRGINIA

CENTRAL VIRGINIA SERVICES, INC.

By: 

By: 

Name: Jeffrey B. Richardson

Name: Bruce Maurhoff

Title: County Executive

Title: Executive VP & COO

Date: 1/27/25

Date: Jan. 13, 2025