

BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
North District

ERNIE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR.  
West District

DR. JESSICA LIGON  
South District



CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

LINDA K. STATON  
Director of Finance and  
Human Resources

**AGENDA**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**APRIL 9, 2024**  
**THE REGULAR MEETING CONVENES AT 2:00 P.M. IN THE**  
**GENERAL DISTRICT COURTROOM AT THE COURTHOUSE IN LOVINGSTON**

- I. CALL TO ORDER**
  - A. Moment of Silence
  - B. Pledge of Allegiance
  
- II. PUBLIC COMMENTS**
  
- III. CONSENT AGENDA**
  - A. Resolution – R2024-19 Minutes for Approval
  - B. Resolution – R2024-20 Budget Amendment
  - C. Resolution – R2024-21 Recognition of Armand and Bernice Thieblot
  - D. Resolution – R2024-22 Public Safety Telecommunicators Week
  - E. Resolution – R2024-23 Animal Care and Control Appreciation Week
  - F. Resolution – R2024-24 April is Fair Housing Month
  - G. Resolution – R2024-25 April is Child Abuse Prevention Month
  
- IV. RESOLUTION – RECOGNITION OF SUSAN HUFFMAN (R2024-26)**
  
- V. PRESENTATIONS**
  - A. VDOT Report
  - B. VDOT Secondary Six Year Plan Work Session (R2024-27)
  
- VI. NEW & UNFINISHED BUSINESS**
  - A. County and Schools Project Financing (R2024-28)
  - B. Real Estate Tax Exemption Applications
  - C. Lovingston Logo Usage Agreement (R2024-29)
  - D. Authorization for Public Hearing on FY25 Budget (R2024-30)
  
- VII. REPORTS, APPOINTMENTS, DIRECTIVES AND CORRESPONDENCE**
  - A. Reports
    - 1. County Administrator’s Report
    - 2. Board Reports
  - B. Appointments
  - C. Correspondence
  - D. Directives
  
- IX. ADJOURN AND CONTINUE – EVENING SESSION AT 7PM**

**EVENING SESSION  
7:00 P.M. – NELSON COUNTY COURTHOUSE**

- I. CALL TO ORDER**
- II. PUBLIC COMMENTS**
- III. 2042 COMPREHENSIVE PLAN (R2024-31)**
- IV. CLOSED SESSION PURSUANT TO §2.2-3711 (A)(3)**
- V. OTHER BUSINESS (AS PRESENTED)**
- VI. ADJOURN AND CONTINUE TO APRIL 11, 2024 AT 4 P.M. FOR A BUDGET WORK SESSION.**



BOARD OF SUPERVISORS

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**RESOLUTION R2024-19  
NELSON COUNTY BOARD OF SUPERVISORS  
APPROVAL OF MINUTES  
(January 9, 2024)**

**RESOLVED**, by the Nelson County Board of Supervisors that the minutes of said Board meetings conducted on **January 9, 2024** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

Approved: April 9, 2024

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

January 9, 2024

**Virginia:**

AT A REGULAR MEETING of the Nelson County Board of Supervisors at 2:00 p.m. in the General District Courtroom located on the third floor of the Nelson County Courthouse, in Lovingston, Virginia.

Present: Jesse N. Rutherford, East District Supervisor – Chair  
J. David Parr, West District Supervisor – Vice Chair  
Ernie Q. Reed, Central District Supervisor  
Dr. Jessica L. Ligon, South District Supervisor  
Candice W. McGarry, County Administrator  
Amanda B. Spivey, Administrative Assistant/Deputy Clerk  
Linda K. Staton, Director of Finance and Human Resources

Absent: Thomas D. Harvey, North District Supervisor

**I. CALL TO ORDER**

Mr. Rutherford called the meeting to order at 2:00 p.m. with four (4) Supervisors present to establish a quorum and Mr. Harvey being absent.

- A. Moment of Silence
- B. Pledge of Allegiance – Mr. Parr led in the Pledge of Allegiance.

Mr. Rutherford noted that it had been a great pleasure serving as Chair for the last two (2) years.

**II. REORGANIZATION OF THE BOARD AND ANNUAL ORGANIZATIONAL MEETING**

- A. Election of Chair and Vice Chair

Mr. Rutherford turned the meeting over to Ms. McGarry who noted that State law and County Code required the Board to conduct an annual organizational meeting at which the Chair and Vice Chair are elected.

Ms. McGarry opened the floor for Chair nominations for 2024. Mr. Reed nominated Mr. Parr to serve as Chair. Mr. Rutherford seconded the nomination. There were no other nominations for Chair and the floor was closed. There being no further discussion, Supervisors voted (4-0) by roll call vote to approve the motion to elect Mr. Parr as Chair.

Ms. McGarry then opened the floor for Vice Chair nominations for 2024. Mr. Rutherford nominated Mr. Reed as Vice Chair. Mr. Parr seconded the nomination. There were no other nominations for Vice Chair and the floor was closed. There being no further discussion, Supervisors voted unanimously (4-0) to approve the nomination and elect Mr. Reed as Vice Chair.

- B. Resolution – **R2024-01** Annual Organizational Meeting of the Board

Ms. McGarry reviewed R2024-01 Annual Organizational Meeting of the Board.

Mr. Rutherford moved to approve **Resolution R2024-01** as amended to appoint Dr. Ligon to the Piedmont Workforce Network Council. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the following resolution was adopted:

January 9, 2024

**RESOLUTION R2024-01  
NELSON COUNTY BOARD OF SUPERVISORS  
ANNUAL MEETING**

**JANUARY 9, 2024**

**WHEREAS**, pursuant to the applicable provisions of §15.2-1416 of the Code of VA and Chapter 2, Article 2 of the Code of the County of Nelson, VA, the Nelson County Board of Supervisors conducts an annual organizational meeting at the Board’s first meeting in January of each year; and,

**WHEREAS**, matters to be determined by the Board of Supervisors in addition to the appointment of a Chairman and Vice-Chairman include the establishment of a schedule of regular and, as applicable, special meetings, the establishment of rules of order, the establishment of (a) meeting agenda(s), and the establishment of Board appointments, including a Clerk and Deputy Clerk to the Board of Supervisors, a Zoning Administrator and a Hazardous Material Coordinator.

**NOW THEREFORE BE IT RESOLVED**, by the Nelson County Board of Supervisors as follows:

Regular meetings of the Board of Supervisors shall be conducted during Calendar Year 2024 in the General District Courtroom located in the Nelson County Courthouse in Lovingston, VA on the second Tuesday of each month, beginning at 2:00 p.m., and reconvening thereafter at 7:00 p.m. Should the regular meetings fall on any legal holiday, the meeting shall be held on the next following regular business day, without action of any kind by the Board; unless otherwise cancelled. Should the Chairman or Vice Chairman (if the Chairman is unable to act) find and declare that weather or other conditions are such that it is hazardous for members to attend regular meetings; the meeting(s) will be continued on the following Tuesday. Such finding shall be communicated to the members, staff, and the press as promptly as possible. All hearings and other matters previously advertised shall be conducted at the continued meeting(s) and no further advertisement is required.

Special meetings of the Board of Supervisors may be convened from time to time, as determined by the Board of Supervisors in accordance with the applicable provisions of the Code of VA and the Code of the County of Nelson, VA.

In accordance with the Code of the County of Nelson, VA, Robert’s Rules of Order, shall be observed as the rules for conducting the business of the Board of Supervisors and the agenda for all meetings of the Board of Supervisors shall be established by the Clerk of the Board in consultation with the Chairman.

Board of Supervisors appointments for Calendar Year 2024 shall be as follows:

Thomas Jefferson Planning District Commission:	Jesse N. Rutherford
Thomas Jefferson Planning District Commission:	Ernie Q. Reed
Director of Emergency Services:	Board of Supervisors Chair
Emergency Services Coordinator:	John Adkins
Piedmont Workforce Network Council:	Jessica Ligon
Clerk to the Nelson County Board of Supervisors:	Candice W. McGarry
Deputy Clerk to the Nelson County Board of Supervisors:	Amanda B. Spivey
Zoning Administrator:	Dylan M. Bishop
Hazardous Materials Coordinator:	John Adkins
Thomas Jefferson EMS Council:	John Adkins
Nelson County EMS Council:	J. David Parr
Thomas Jefferson Community Criminal Justice Board:	Daniel L. Rutherford

January 9, 2024

Nelson County Social Services Board:  
Nelson County Planning Commission:

J. David Parr  
Ernie Q. Reed

### III. PUBLIC COMMENTS

*William Percy*

Mr. Percy was absent at the moment and Mr. Parr indicated that they would circle back to him.

*Alex Casillas - Shipman, VA*

Mr. Casillas commented that he was with the Virginia Rural Water Association. He explained that they were working on projects for decentralized wastewater systems, such as septic systems, or cluster systems for subdivisions. He noted that the federal government had set aside funds to address these problems in rural Virginia. He noted that septic systems would eventually fail. Mr. Casillas commented that he wanted to try and get people in contact with their funds for the Clean Water State Revolving Fund USDA Rural Development. He indicated that if someone needed help with their septic systems, they could contact Mr. Casillas for more information.

*John Tani - Nellysford, VA*

Mr. Tani stated that Aqua was a water and sewer provider to 445 Nelson County homes in the Stoney Creek subdivision. He noted that the Stoney Creek system was up-to-date and operating below capacity, which required minimal, normal preventative maintenance. He stated that Aqua customers were facing a substantial increase in water and sewer bills beginning in January 2024. He reported that the rates for 3,000 gallons per month would increase from \$25 to \$38 for water (52 percent increase), and from \$47.90 to \$60 for sewer (25 percent increase). Mr. Tani also noted that there were proposed tariff increases based on a volumetric basis. He explained that charges for usage of over 3,000 gallons per month would increase 44 percent for water, and 62 percent for sewer, if the rate increases were approved. He commented that Aqua had been an aggressive rate hiker since they assumed control of the water in 2015. He noted that since 2015, rates had risen 90 percent for water and 36 percent for sewer. Mr. Tani commented that based on Aqua's history, they anticipated future rate increase applications every two to three years. He reported that several members of the community had been meeting over the past few weeks to determine what could be done to stop the rate increase and how to best proceed. He noted that a complaint had been submitted to the SCC. Mr. Tani noted that the Aqua increase was statewide and the SCC had received numerous comments from other communities. He reported that the County Boards of Botetourt and Caroline, in solidarity with their residents, had engaged legal counsel to fight the increase. He commented that the citizens of Nelson County affected by the increase, would appreciate if the Board of Supervisors followed the lead of their counterparts in Botetourt and Caroline counties. He stated that they believed the rate increase was unjustified because the increase was excessive. He noted that Virginia law called for a gradual rate increase over time. He commented that the increase in the January bill would sudden, not gradual. He noted that they did not believe Aqua had provided sufficient justification for the rate increase. Mr. Tani noted that in Aqua's application, the utility supported the rate increase, in large part, on prospective infrastructure improvements to water and sewer systems in other communities across the state. He stated that Nelson County customers should not have to pay for the proposed costs of other counties. He noted that they were capital costs, not operating costs. He commented that many Aqua customers claimed that Aqua had not invested in maintaining their systems, and had allowed them to deteriorate.

*William Mays – President of the Nelson County Farm Bureau Board of Directors*

January 9, 2024

Mr. Mays stated that he was there to address some confusion and clear up some confusion that happened in the last several weeks over land use in Nelson County. He noted that his phone had been busy over it, as well as others on his Board. He commented that there was a misunderstanding with something taken out of context in a previous Board meeting when Mr. Parr asked a question. He stated that he valued the working relationship that the two Boards had, noting it was the most important thing they had to go on, to work towards positive outcomes for agriculture in Nelson County. He commented that he valued the relationship very much, noting that the ability to have good dialogue over issues that affected agriculture and forestry in the County. He congratulated the Board on working toward fiscal responsibility over the past decades to put the County in a position to do capital improvements. He noted there was a need for capital improvement but they also needed to be fiscally responsible and live within their means. He commented that Nelson County agriculture and forestry represented a big part of Nelson County's economy. He noted that he and his Board would continue to strive for a good working relationship with the Board of Supervisors. He thanked the Board for the time and wished them all the best in 2024.

*Elwood Waterfield III*

Mr. Waterfield stated that there was a culture of corruption and cover ups in the County. He indicated that he had not been able to get a meeting with Sheriff or the Commonwealth Attorney in over six (6) years. He noted that the new Sheriff had stated that he would be safe in talking with him and would not be arrested. He stated that he was homeless because the Sheriff's Department did not investigate crimes and very seldom show up, noting that was prior to Mr. Embrey taking office. He referenced FOIA requests and stated that the words "ethics, integrity and trustworthiness" should not be used when talking about the Nelson County administration. He noted that he had lived on his home for 21 years and was then given three (3) hours to vacate the premises. He stated that Ms. Ligon should be made Chairman of the Board. He commented that the East District and South District were nastiest and filthiest places in the County. He stated that no one had done more in the County to clean it up than he had. He referenced Keep Nelson Beautiful and asked why anyone would get rid an organization called keep anything beautiful. He noted he had applied five (5) times to serve on that board and he was not considered for appointment until he mentioned the word litigation in a Board of Supervisors meeting. He commented that at his first meeting, it was announced that the Board did not exist anymore. Mr. Waterfield stated that he had filed an anti-SLAPP motion, and they all should be gone.

Mr. Parr called for Mr. Percy again at the end of public comments, but Mr. Percy was not present to speak.

**IV. CONSENT AGENDA**

Mr. Rutherford moved to approve the Consent Agenda as presented. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the following resolutions were adopted:

A. Resolution – **R2024-02** Minutes for Approval

**RESOLUTION R2024-02  
NELSON COUNTY BOARD OF SUPERVISORS  
APPROVAL OF MINUTES  
(July 11, 2023)**

**RESOLVED**, by the Nelson County Board of Supervisors that the minutes of said Board meetings

January 9, 2024

conducted on **July 11, 2023** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

B. Resolution – **R2024-03** Budget Amendment

**RESOLUTION R2024-03 \*CORRECTION\***  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AMENDMENT OF FISCAL YEAR 2023-2024 BUDGET**  
January 9, 2024

<b>I. Appropriation of Funds (General Fund)</b>		
<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$ 306.00	3-100-001899-0040	4-100-031020-5419
<u>\$ 306.00</u>		
<b>II. Transfer of Funds (General Fund to Transfer Account)</b>		
<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$2,766,838.68	4-100-091030-5619	4-100-093100-9203
<u>\$2,766,838.68</u>		
<b>III. Transfer of Funds (Transfer Account to School Fund)</b>		
<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$2,766,838.68	3-205-004105-0001	4-205-066100-9305
<u>\$2,766,838.68</u>		

\*Correction made to budget amendment following the meeting to use the correct Revenue Account number for the Transfer of Funds (Transfer Account to School Fund).

**V. PRESENTATIONS**

A. VDOT Report

Mr. Brown provided the following report:

Mr. Brown reported that they were still working on the Blundell Hollow structure replacement. He noted that he was hoping they would finish up that week. He indicated that winter operations had been going on for the past week. He noted that they had some activity on the mountain that past weekend due to some ice, sleet and snow.

Mr. Brown reported that VDOT was still trying to take care of routine maintenance activities. He noted that brush cutting along the highways in Nelson had been taking place, along with shoulder work along the roadways.

Mr. Rutherford:



January 9, 2024

Mr. Rutherford noted that they had discussed Whippoorwill and he asked Mr. Brown to look at his schedule to set up a meeting there. He also asked if Mr. Brown could attend a Lovington Village Association meeting regarding the gateway signs. Mr. Brown noted he could meet and asked Mr. Rutherford to let him know when to meet.

Mr. Reed:

Mr. Reed noted that he and the County Administrator had some discussion about the procedure to look at reducing the speed limit and restricting thru truck traffic on 151 in the Rockfish Valley. He wanted Mr. Brown to know they were looking into the process, and they may need clarification on the procedures. Mr. Brown asked Ms. McGarry if she still had the truck restriction link that he had sent. Ms. McGarry noted that she did have the link. She commented that she believed the Board could request VDOT to conduct a speed study as the first step in the process to reduce the speed limit.

Dr. Ligon:

Dr. Ligon asked to add another area for a speed study. She asked about extending the 45 mph speed limit on Route 29 from Lovington to the high school. She noted that it was dangerous to get on Route 29 in that area. Mr. Rutherford noted he was interested in looking at intersection at Blue Moon and Vito's. Dr. Ligon agreed that was a bad spot and noted the next two intersections headed south on Route 29. Mr. Rutherford suggested looking at all of the intersections in the area. Dr. Ligon suggested that a speed reduction could help. Mr. Brown noted that VDOT liked access management and noted that some of those intersections should probably be closed.

Mr. Brown reported that the school zone area at the high school was being studied, and he was not sure what the recommendations would be. He explained that all of the traffic was collecting at the light in Lovington, and when the light turned green, it created difficulty for school bus traffic trying to cross the southbound lanes. He noted that VDOT had placed a traffic camera in that area to study it. He noted that they would hopefully have some recommendations to help that situation.

Mr. Parr:

Mr. Parr asked if Campbell's Mountain had been hard surfaced all the way to the end. Mr. Brown confirmed that it had be completed. Mr. Parr noted that there was a gravel road sign still in place on the road. Mr. Brown indicted that they would take the sign down. Mr. Parr asked about culvert work taking place across from Saunders Brothers on Route 56. He commented that area had issues with standing water. He asked if Saunders was doing the work or VDOT. Mr. Brown was not sure.

Mr. Reed made a motion to do a speed study on Route 151 in the Rockfish Valley, with the intention of a speed reduction to 45 mph along that corridor. Mr. Rutherford seconded the motion. Mr. Brown asked what the boundary limits were for the study. Mr. Reed noted the County line in Afton down to Beech Grove. There being no further discussion, Supervisors approved the motion by vote of acclamation.

Dr. Ligon asked if a separate approval needed to be done for a speed study on Route 29. The Board was in consensus to request a speed study on Route 29 in Lovington also.

B. Thomas Jefferson Soil and Water Conservation District Programs Update

January 9, 2024

Anne Coates and Luke Longanecker of the Thomas Jefferson Soil and Water Conservation District (TJSWCD) were present to provide an update on the Thomas Jefferson Soil and Water Conservation District Programs. Ms. Coates noted that she was the Executive Director of the Thomas Jefferson Soil and Water Conservation District (TJSWCD). She introduced Mr. Longanecker as the Director of Programs for Agriculture. Ms. Coates explained that the TJSWCD was often confused as a non-profit 501c-3, but they were actually a government agency, just like the County. She noted that conservation districts were formed in the 1930's in response to the Dust Bowl. She noted that one of the primary differences with a conservation district versus a non-profit or other government agencies, was that they had elected local directors, which were made up of local landowners. She explained that they made local decisions on how to use Federal and State funding. She reported that there were 3,000 conservation districts in the United States, with 47 districts being in Virginia. She noted that not all land in Virginia was covered by a conservation district. She indicated that all of Nelson County was covered, which meant they were eligible for 100 percent of the funding that was available.

Ms. Coates reported that the TJSWCD was part of the National Association of Conservation Districts, as well as the Virginia Association of Soil and Water Conservation Districts. She noted that the associations did a lot of legislative lobbying for the TJSWCD, and went after funding for them. She indicated that they did have a process to help get community interests filtered up the ladder to try and get some changes at a legislative level.

Ms. Coates explained that Soil and Water Conservation Districts were a political subdivision of the state authorized through Code of Virginia §10.1-546 and governed locally by an elected Board of Directors. She noted that Mark Campbell and David Collins were the two (2) elected Directors for Nelson County. She indicated that the TJSWCD was geographically the second largest conservation district in the state, with Culpeper being the largest district. She reported that the TJSWCD had the largest staff in the state, noting that they were doing a lot of work. She noted that they were proud of their team, and they had a supportive Board of Directors to help them.

Mr. Longanecker reported that he managed the Ag and septic programs for the district. He explained that he and his team worked one on one with farmers and landowners in the TJSWCD to get to know them and their operation, determine what worked and what did not work, and come up with technical resources, grant funds, and educate them on best practices. He noted that they tried to help farmers and landowners improve their herd, land management, or anything else they may be able to assist with. He indicated that they had record funding at the state level to provide significant cost share dollars to the farmers, to do a variety of conservation programs that benefitted the land, and water quality, as well as the farmer with improved efficiency, improved land management, herd health. Mr. Longanecker noted that these were voluntary incentive programs, farmers called the TJSWCD for assistance. He indicated that they were not regulatory and they did not want to be regulatory. He noted they were there help answer questions and provide assistance in any way they could. He commented that over the years of building the program, they had become a resource for farmers, and they hoped that would continue in the future.

Mr. Longanecker reported on TJSWCD's agricultural impact in Nelson County since 1998. He noted that they started tracking their metrics in 1998. He noted that the data was from a 25-year span, but indicated that the bulk on the money had been put on the ground in the last 5 to 6 years. He pointed out that it created an economic boost to the local economy as well. He showed the accomplishments of the TJSWCD.

**ACCOMPLISHMENTS**

**55**  
Miles of Stream  
Bank Protected

**353**  
Acres of Trees Planted

**670**  
Acres of Riparian  
Buffer Protected

**6,690**  
Acres of Cover  
Crop Planted

**168**  
Acres of Cropland  
Conversion

over **\$2.9** million  
Cost Share Paid  
to Landowners

over **\$1** million  
Landowner  
Contribution

over **\$1** million  
Partner  
Contribution

Mr. Longanecker reported that the TJSWCD was providing funding, but noted that farmers and landowners were putting forth their money also, because they believed in the programs. He noted there had been over \$1 million in landowner contribution for these conservation efforts. He explained that they worked primarily with livestock and cropland producers to further their education, and give them resources to improve their overall operation. He noted that they also work some with vineyards and orchards. He indicated that what was available had greatly expanded and there was a lot more flexibility in how they put the projects on the ground. He noted that they worked a lot with livestock producers to give them the resources to graze in a more efficient way, provide a clean water supply to the herd and get the livestock out of the wet and muddy areas.

Mr. Longanecker noted that they had about 100 different practices they could put on the ground that were available to farmers and landowners in our area. He reported that the TJSWCD helped landowners with riparian buffers and erosion control as well. He showed an example of erosion control that was done on a farm at the Nelson-Albemarle line. He explained that the TJSWCD was able to provide funding and technical assistance. He showed a picture of the property before, and then a picture four years later to show the improvements made.

# Riparian Buffers and Erosion Control



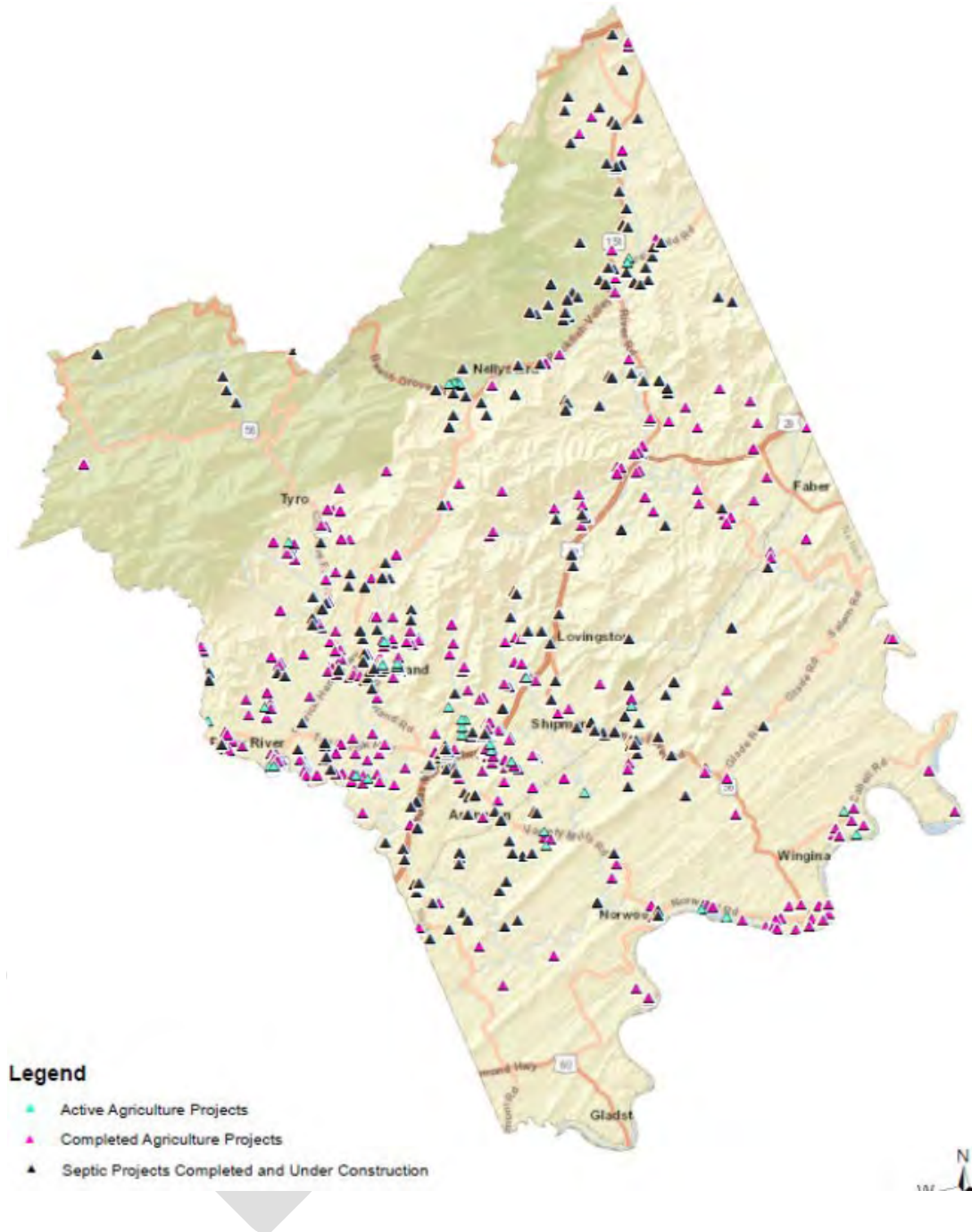
Before ↑

**670 Acres of  
Buffer Area  
Protected**

↓ **After**

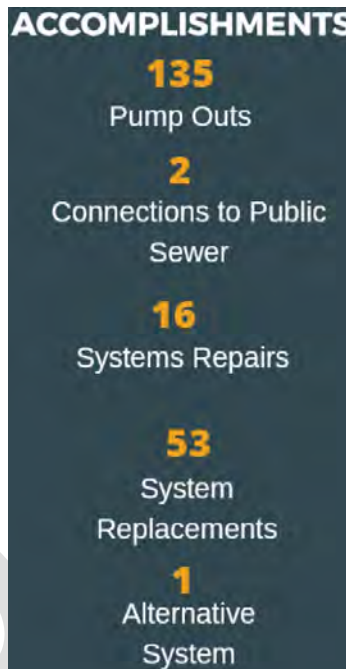


Mr. Longanecker reiterated that there were a variety of practices, from cover crops to nutrient management plans, to animal waste facilities for larger operations. He showed a map of Nelson to represent the areas they were working. He indicated that the pink triangles represented completed agriculture projects since 1998, the green triangles represented active agriculture projects in the current fiscal year, and the black triangles represented septic projects that had been completed or were under construction.



Mr. Longanecker reported that over 585 BMPs (Best Management Practices) had been completed since 1998, with the bulk of that being within the last five (5) to six (6) years. He noted that there were currently 36 agricultural projects under construction, totaling \$1,271,120. He indicated that 19 of those 36 projects involved structural practices. He noted they were doing buildings for animal waste, chemical handling facilities for some orchards, as well as agronomic practices. He reviewed the Tye River Watershed TMDL and explained that a 2012 study showed there were elevated levels of fecal coliform and E. coli in the Tye River Water shed. He noted that they were able to work with DEQ to get them to provide a stable funding source for the Agriculture Program and the Septic Program. He explained that the Septic BMPs were either

repairs, replacements or connection to public sewer. He reported that the Septic Program had started in 2013 and it was still available. He noted that they were in their third round of the grant, and they had been able to reapply for the grant every two (2) to three (3) years for the last 10 years or so. He noted that since 2014, there had been over \$600,000 in contributions from the program, which included the funds contributed by the landowners themselves. He reported that there had been 53 full replacements of failed drain fields and distribution boxes since 2014. He noted that everyone qualified for the program, but they had many good situations where they were able to help low income families by paying up to 80 to 90 percent of the total cost to fix their system. He commented that the repairs had cost about \$6,000 but they were now around \$10,000 to \$12,000. He noted that an alternative system was \$30,000 to \$40,000.



Ms. Coates noted that the TJSWCD had been able to provide \$2.9 million since 1998. She reported that the TJSWCD's cost-share allocation from the state was \$5.5 million for the current year. She noted that the more they could get landowners in Nelson County to participate, the more of that funding they would be eligible for. She noted that the funding was for the entire TJSWC District. Ms. Coates reported that the TJSECD was being asked if they could absorb and deliver \$10 million in projects. She noted that they were not sure if they do that but the big piece of that was getting the word out that funding was available.

Ms. Coates reported on the TJSWCD's Education and Residential Programs. She explained that they worked with educators in the community (teachers, non-profits, school groups) to provide hands-on watershed education programs. She explained that the Residential Program had available on a state-wide level, \$4 million per year, to deliver conservation for residential landowners. She noted that could include rain gardens around the home to help with erosion issues, or a meadow of up to an acre of conservation landscaping with native wildflowers. She explained that the Education Program provided opportunities with field trips, scholarships, Youth Conservation Camp, Youth Conservation Leadership Institute, and the Envirothon competition. Ms. Coates also noted that the TJSWCD provided educational resources to educators. She explained that they had kits available to give to teachers, and noted that they could also loan an Enviroscope model and other equipment out as well.

Ms. Coates commented that the Residential Program was to help treat and control stormwater runoff. She noted they were looking at small projects around the residence, not large scale projects. She noted that eligible practices included dry wells, and impervious driveways. She reported that the cost-share was around 80 percent for the program and 20 percent for the landowner.

Ms. Coates noted that districts were receiving over \$200 million statewide that would be distributed directly to farmers. She explained that these funds did not go to cover staff time. She indicated that funding from Nelson, Albemarle, Fluvanna, Charlottesville and Louisa helped to pay TJSWCD staff, which in turn helped them to bring the funds to the community. Ms. Coates thanked the Board for their continued support and offered to answer any questions.

Mr. Rutherford asked how they were able to do 12 septic projects at \$35,000. Mr. Longanecker noted that they were not 12 full replacements, they were smaller projects. Mr. Rutherford noted that the septic conversation was important in this community because 100 percent reserve drainfields were required. He commented that today's septic systems were only designed to last 30 years.

Mr. Rutherford asked if a home with access to County sewer that was still on private septic would be eligible for TJSWCD to help cover the cost to connect to the County sewer. Mr. Longanecker noted if there was a problem, or failed septic system, the TJSWCD could help provide funding for the connection. Mr. Rutherford noted there were some residents in Schuyler that were connected to County water, but had not connected to County sewer. Ms. Coates noted that this would be for properties located in the Tye River Watershed. Mr. Longanecker explained that their septic funding was geographic based on watershed. He noted that they had historically had a program for the Rockfish and the Tye, but the Rockfish program ended around 2018. He noted they had been working in the Tye River Watershed since 2013 and there was still a good amount of funding left. He noted that the program was currently watershed specific, but the TJSWCD was always exploring other options to make sure everyone had that opportunity. Ms. Coates noted that DEQ was revisiting TMDLs and they would allow those to come back into the cycle for funding, but they were not sure when that would happen.

Dr. Ligon noted huge septic issues in Shipman. Ms. Coates commented that if people were located in the in Tye River watershed, they should call TJSWCD. Mr. Longanecker noted that the entire area of Shipman was in the Tye River watershed and funding was available. Dr. Ligon noted there were a lot of homes on shared septic systems that were failing. Mr. Longanecker asked Dr. Ligon to put people in contact with him regarding any septic issues.

The Board had no other questions or comments.

## **VI. NEW & UNFINISHED BUSINESS**

### **A. Interest Free Loan Request – Wintergreen Rescue Squad (R2024-04)**

Ms. McGarry and Chief Curtis Sheets were present to discuss Wintergreen Rescue Squad's request. Ms. McGarry reported that Wintergreen Rescue Squad was requesting a \$100,000 loan from the County's Interest Free Loan Fund to help purchase a 2022 Ford F-450 ambulance. She noted that the requests usually came from the agencies and went to the Emergency Services Council, and if approved, the request was then sent to the Board for final approval.

Chief Sheets noted that the agencies all considered these types of loans to be callable notes. He explained that if an agency had some type of crisis while the \$100,000 was still owed, typically, the leaders of the agencies would meet to see if any of the agencies had the ability to make an extra payment that month to help put money back in the fund and help the agency that needed a little more money. He noted that in the

January 9, 2024

20 years he had seen the program in operation, he had never seen the program not work. He noted if the \$100,000 was approved and in a year, another agency needed the funds more than Wintergreen, they would do their part to put the funds back into the program. Chief Sheets indicated that the ambulance cost well over \$200,000. He explained that the loan funding would assist with cash flow and help them get back to a safer buffer. He confirmed that the request was approved by the Emergency Services Council. Mr. Reed asked if they were locked in for the 2022 Ford F-450 ambulance. Chief Sheets confirmed that they were and noted it was already in the garage.

Mr. Reed moved to approve Resolution R2024-04 and Mr. Rutherford seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the following resolution was adopted:

**RESOLUTION R2024-04  
NELSON COUNTY BOARD OF SUPERVISORS  
APPROVAL OF INTEREST FREE LOAN REQUEST FOR  
WINTERGREEN RESCUE SQUAD**

**BE IT RESOLVED**, that the Nelson County Board of Supervisors hereby approves an interest free loan request from Wintergreen Rescue Squad in the amount of \$100,000 to help purchase a 2022 Ford F-450 Ambulance.

Ms. McGarry noted that the account balance on the Emergency Services Interest Free Loan account, prior to the approval, was \$548,480.

**B. Nelson EMS Proposed FY25 Shift Schedule Change**

Ms. McGarry noted that the subject of the Nelson EMS Proposed Shift Schedule Change had come up in conversations between herself, Chief Sheets, and John Adkins. She explained that they were having issues retaining and attracting people (specifically Advanced Life Support (ALS) and Paramedic staff) to Nelson EMS. Ms. McGarry explained to Dr. Ligon that in addition to the County's volunteer Rescue Squads, the County contracted with Wintergreen Fire and Rescue to provide paid EMS services, which consisted of two crews of 24/7 coverage within the County. She noted that they would like to move to a new shift schedule that would provide 24 hours on and 72 hours off. Ms. McGarry explained that surrounding localities (Augusta, Amherst, Buckingham and Fluvanna) had shifted to this schedule. She noted that Nelson was competing with EMTs and Paramedics with those agencies.

Chief Sheets apologized for being present out of a budget cycle. He commented that he was glad they were not talking about calls being dropped, or complaints from other jurisdictions around Nelson about having to come in to Nelson to handle the workload. He explained they were not at that point, but they were their running system in an expensive way, having to pay a lot of overtime and shift differentials to fill holes in the schedule that would not normally be there. He noted that they had been the contract EMS provider for Nelson County since 2006. He reported that when Buckingham created their Department of Emergency Services about three (3) years ago, they chose a schedule model that was 24 hours on and 72 hours off. He noted that at the time, that schedule was unconventional but it stayed and more agencies started to follow the schedule model. He indicated that he had started planning for the schedule problem about three (3) years ago, but the problem came sooner than he thought it would. He explained that for most people in the room, the work schedule was 2,080 hours per year. He noted that using the old schedule, the traditional firefighter/EMT schedule was working 2,920 hours per year. He commented that as the market got more competitive, in addition to paying more, people started reducing the number of work hours to provide a work/life balance.



January 9, 2024

Chief Sheets reported that they had started skip shifts three (3) years ago, which allowed their employees to pick shifts that they did not want to work on that month's schedule, and it did not go against their vacation time. He indicated that they would need to have 30 skip shifts in a year, in order to be competitive with Amherst, Buckingham or Augusta. He noted they had gotten up to 12 skip shifts. He commented that they had hoped to be up to 30 in three years' time, but in the last year, they had lost half of their staff to competing agencies around Nelson due to the current schedule. Chief Sheets reported that they had been advertising for months, and had not been able to find qualified applicants at the paramedic level. He explained that the last three (3) hires for the NEMS (Nelson EMS) crew were all relatively new EMTs. He commented that they could handle one of those EMTs on each of their shifts, but if they had more than one new EMT per shift, it would be problematic. He explained that their transport times were lengthy and patient acuity tended to be high. He noted that they were setting themselves up for a bad patient experience if they did not have enough paramedics in their system. Chief Sheets asked the Board to conceptually agree that they would need to be using a 24/72 schedule on July 1st in order to be competitive with the surrounding localities. He noted that they could begin advertising that now, to hopefully get some applicants in to evaluate and hire, with the caveat that they were not on a 24/72 schedule yet but they would be switching to that schedule in July.

Mr. Rutherford asked if there was any interest in utilizing the Faber Rescue location, or if they were staying central to the Lovingson facility. Chief Sheets noted that the call data had indicated that they should keep both trucks centrally located. He noted that Wintergreen Rescue Squad at the Nellysford station really acted as a third County ambulance. He indicated that ambulance went out if the two Lovingson trucks were not available. He noted that if that arrangement ended, they have to decentralize the two trucks, and put one on one side of the County, and one on the other side.

Mr. Rutherford asked if a mutual aid agreement was in place with Albemarle. Chief Sheets confirmed that there were mutual aid agreements in place with all of the localities around Nelson, as required by Code. He noted that they had to review those agreements every two (2) years. Mr. Rutherford asked if there had been any instances where Albemarle had been able to assist. Chief Sheets noted Western Albemarle Rescue Squad had been able to assist some on the northern 151 area. He reported that every once in a while they may do a medic intercept where a basic truck headed north out of Lovingson picks up a medic off of a Charlottesville truck. Chief Sheets noted that they used Augusta in the Afton area, and Waynesboro First Aid Crew helped out as well. He indicated that Buckingham and Amherst helped out occasionally. Chief Sheets noted that Nelson EMS also responded in those areas to assist.

Dr. Ligon asked how many more staff would be needed to be fully staffed with the new schedule. Chief Sheets reported that they currently had three (3) shifts of four (4) people. He noted that the new schedule would add a fourth shift. He explained that it would affect the payroll over 33 percent because one of those four (4) staff members would need to be a supervisor. He noted they would really be hiring a Lieutenant and three (3) providers. Chief Sheets reported that the schedule problem would affect Wintergreen Fire and Rescue as well. He noted that the EMS only crews were transitioning quicker to the 24/72 schedule due to the call volume and issues related to patient safety, and errors are made with medication when people are fatigued. Chief Sheets reported that Wintergreen Fire and Rescue was going to have to work to make the schedule change also, but they would likely be two (2) years behind the County, if the County were to go ahead and make the change. He noted that may mean some of their providers at Wintergreen may ask to transfer to NEMS during that time to take advantage of a better schedule. He indicated that Wintergreen and Nelson benefitted from each other in working to cover calls.

Mr. Rutherford asked how many continuing education hours were required for ALS. Chief Sheets noted that a nationally registered paramedic was required to complete 100 hours every cycle, which was about the same amount it took to become an EMT. He indicated that the NEMS budget for training was about \$2,500 to \$3,000 which was a very low number. He explained that the budget was so low because they had

January 9, 2024

been able to get NEMS in on continuing education classes with Wintergreen. He noted now that they were hiring EMTs for NEMS who wanted to become paramedics, they had already received a request from an EMT for tuition to UVA's EMT program. He reported that the tuition was \$10,000. He noted that they would have to build that into the NEMS budget.

Ms. McGarry reported that for FY25, they would be looking at a payroll increase of about \$281,000 in order to implement the new schedule. She noted that the current FY24 budget for the Paid EMS program was about \$1.4 million. She indicated that the schedule change would add another \$300,000 which would bring that budget to about \$1.7 million. Mr. Rutherford asked how that would impact residual recurring revenue. Ms. McGarry noted that right now, if they were running fewer Advanced Life Support calls, it did impact the revenues they brought in because they could charge higher rates for the higher level of service. Mr. Rutherford asked if that was a breakeven scenario. Ms. McGarry reported that currently, their budgeted revenue recovery was roughly \$720,000, which was about half of the \$1.4 million.

Dr. Ligon asked what percentage of bills for ambulance transport were not paid. Ms. McGarry indicated that they had the information but she did not have it with her at the moment. She noted that there was always some Accounts Receivable in that situation. She explained that they had a soft billing program where if people were not able to pay, and they got billed a few times and did not pay, it became a write off. She also that there were hardship waivers, and she stated that no one was ever denied transport or services.

Mr. Rutherford commented that the only way to offset the \$300,000 increase, would be to change the transport rate. Ms. McGarry agreed and noted that the transport rates had not been changed since about 2012. She noted that the Board could consider changing the rates in the upcoming budget year. Dr. Ligon asked Ms. McGarry if she could come up with some numbers for further discussion. She noted that costs had gone and the cost for fuel had gone up. Ms. McGarry noted they could determine what an average bill might be.

Mr. Rutherford asked Chief Sheets what other localities' transport rates looked like. Chief Sheets noted if Nelson' rates had not changed since 2012, he was certain other localities around had bumped up their rates more frequently than that. Mr. Rutherford suggested it would be beneficial to determine what the rates were in other localities, particularly as they were going into the budget. Ms. McGarry noted that staff could provide a lot of detail for discussion at that time. Dr. Ligon indicated that the cost of goods in her office had increased at least 200 to 300 percent in the last two years, so she assumed that it was even worse in the human world. She commented that not keeping up with the rates could be a problem. Mr. Rutherford pointed out that the insurance companies were normally paying the transport bill. Ms. McGarry confirmed that the primary payers were mostly insurance companies, Medicare and Medicaid.

Mr. Rutherford asked what action needed to be taken. Ms. McGarry indicated that a general commitment to go to a 24/72 schedule as of July 1, 2024, so that Chief Sheets could advertise that, in hopes of improving recruitment and retention. Ms. McGarry noted that the cost was about \$281,000 but it would actually be a net increase of \$195,000 since \$86,000 had already been budgeted in the County's Paid EMS budget for phasing of reduced work hours (skip shifts). Mr. Parr asked if they were comfortable with absorbing that cost from a budget standpoint. Ms. McGarry stated that she was pretty confident that they could cover the cost, noting that it was an important cost to cover. Mr. Parr noted that neighboring counties were already doing this schedule and taking staff from Nelson. Ms. McGarry commented that she did not think they had much of a choice, other than to do it.

Mr. Rutherford made a motion to accept the proposed FY25 Nelson EMS Shift Schedule Change as presented. Mr. Reed seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote.

Mr. Reed asked when transport billing rates would be considered. Ms. McGarry noted that would be up to the Board, but the rates could be adjusted any time during the year. Mr. Rutherford suggested they consider them during the budget.

C. NCCDF Request for Support of Housing Opportunities via Fee Waivers (R2024-05)

Ms. McGarry introduced NCCDF's request, noting that Margaret Clair, the Executive Director of the Nelson County Community Development Foundation (NCCDF) was present to speak to her request if necessary. Ms. McGarry explained that the request was something that the Board had done in the past, noting that it was last done in July of 2020. She noted that the Board basically authorized a waiver of the tipping fees for NCCDF's community housing projects. She indicated that NCCDF was asking for a waiver of the tipping fees at the County's Transfer Station for debris generated by the projects, and a 24-month payment period for connections fees to County operated water and sewer systems on NCCDF-owned properties. She noted that the request also asked that this be reviewed annually at each July meeting of the Board of Supervisors going forward.

Ms. Clair noted that typically, the money was spent on smaller renovations for homeowners, similar to the septic systems noted earlier. She explained that in past years, when George Krieger was the director of NCCDF, he did more builds. She noted that she just getting geared up to start more builds soon. She reported that they had an additional \$350,000 in HOME-ARP funds to build a multi-plex for elderly and/or disabled people in Nelson County. She noted she had 24 months to complete it. She asked if connection fees could be reduced or removed. Ms. Clair reported that NCCDF had recently bought a home in Lovington to renovate and sell at an affordable price to someone who lived and/or worked in Nelson. She noted that the house would generate some tipping fees costs as part of the renovation. She indicated that she was looking to bring the project costs down. Ms. Clair also indicated that they were going to be doing a renovation in Schuyler on Gold Mine Lane that would also create a large amount of debris for the Transfer Station. She noted that one of NCCDF's homes also needed to be renovated in Gladstone.

Ms. Clair explained that any assistance from the County to remove or reduce the costs for waste and connection fees would help to put money into projects. She noted that all of the properties came back and paid Real Estate taxes and she reported that NCCDF paid Real Estate taxes on the properties they owned. She noted that people rented the NCCDF owned properties for much lower than the going rental rate. Mr. Reed asked if the amount of waste could be quantified. Ms. Clair noted that she was not sure yet, but she could come back with those numbers. She indicated that the NCCDF had not paid any tipping fees since she had been in the role. She commented that she had been told by a few people that it would take a few dumpsters for one house. Mr. Rutherford commented that it could cost about \$500 to \$800 for trash when flipping a house. Ms. Clair noted that it would probably not break the bank if the Board said no, but she would appreciate if they said yes to her request.

Ms. McGarry noted that the cost of trash was \$55 per ton.

Mr. Rutherford thought it would be good to return with a quantifiable number. He commented that a blank waiver could end up costing a few thousand dollars if they had block and rock to dispose of. Mr. Reed noted Ms. Clair had said it was not major work. Ms. Clair noted that it was mostly cosmetic renovations. Mr. Reed commented that it was a fairly insignificant amount of money in the grand scheme of things. He noted it would help Ms. Clair in her mission and allow for the project money to go farther. Mr. Reed indicated that he would be in favor of making a motion to pass Resolution 2024-05. Mr. Rutherford asked how much it cost previously. Ms. Clair noted that the last time it was done; they did not need to use it. Ms. Clair noted that she thought there had been a great working relationship between the County and NCCDF over the last 35 years. She indicated to the Board that she provided reports quarterly to Ms. McGarry on

current projects. She noted that she could provide estimates to Ms. McGarry once she has them. Ms. McGarry asked what time period the waiver would be for. Ms. Clair noted that she should have done it in July, but she was trying to see when the projects would line up. Ms. Clair explained that the connection fees would be specifically for the ARP project. Ms. Clair indicated that the tipping fee waiver was through July and it could be revisited then. Ms. McGarry noted that the budgeted number for tipping fees was \$216,000 for a full fiscal year. Mr. Rutherford noted if he were interested in passing the resolution, it would need to have an up to amount. He commented that if it were up to \$500, there would be a stop gap. He noted that was a lot of trash. Ms. Clair noted that she would just pay for the trash.

Mr. Reed moved to adopt Resolution R2024-05. Mr. Rutherford stated that he would amend that motion to be up to \$500. Mr. Parr noted that they had Mr. Reed's motion on the table and asked Mr. Reed if he accepted the amendment. Mr. Reed commented that the original motion was on the table before it was seconded. Mr. Rutherford said an amendment of a motion could happen while that motion was on the table. Dr. Ligon seconded the amended motion. Ms. McGarry commented that she believed the amendment had to be accepted by the person making the original motion. Mr. Rutherford said they did not have to by Robert's Rules. Mr. Reed noted that if he did not accept the amendment, the original motion was on the table, and if it did not get seconded, then Mr. Rutherford could have a motion. Mr. Rutherford rescinded his amendment for the time being. Mr. Parr returned to the original motion by Mr. Reed to approve Resolution R2024-05 as presented. There was no second. Mr. Parr stated that the motion died for lack of a second.

Mr. Rutherford moved to approve **Resolution R2024-05** with the amendment of up to \$500. Dr. Ligon seconded the motion. Mr. Reed asked what the time frame was for the \$500 cap. The Board decided it would be until June 30, 2024 and it would then be revisited in July. Dr. Ligon suggested that the amount be reported back to the Board for future reference. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the following resolution was adopted:

**RESOLUTION R2024-05**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**SUPPORT OF HOUSING OPPORTUNITIES-FEE WAIVERS FOR**  
**NELSON COUNTY COMMUNITY DEVELOPMENT FOUNDATION**  
**HOUSING PROJECTS**

**WHEREAS**, historically the County has demonstrated its affirmative support for increasing housing opportunities by working with NCCDF to reduce the cost of housing projects by waiving tipping fees at the transfer station for debris generated by these projects; and

**WHEREAS**, in addition, the County previously agreed to waive connection (not installation) fees to County-operated water and sewer systems as part of CDBG or other grant-funded projects, and/or allow a 24-month payment period for connection fees on NCCDF-owned property,

**NOW THEREFORE BE IT RESOLVED**, that in support of increasing housing opportunities, the Nelson County Board of Supervisors does hereby continue to waive tipping fees up to five hundred dollars (\$500.00) at the County transfer station for debris generated by NCCDF projects, and allow a 24-month payment period for connection fees to county-operated water and sewer systems on NCCDF-owned property; and that this support be reviewed for adoption annually at each July meeting of the Board of Supervisors going forward.

## VII. REPORTS, APPOINTMENTS, DIRECTIVES AND CORRESPONDENCE

### A. Reports

#### 1. County Administrator's Report

##### A. Welcome to new South District Supervisor Jessica Ligon!

B. **Comprehensive Plan:** The project website is [www.Nelson2042.com](http://www.Nelson2042.com). Board and Planning Commission members have received final draft documents for review. The final draft of the 2042 Comprehensive Plan has been posted on the project website for public review and a press release issued regarding public review of the draft by the Planning Commission and Board of Supervisors. Public Hearings have been scheduled, the first with the Planning Commission is on January 31st, 2024, at 7:00 PM., and the second with the Board of Supervisors is on March 20th, 2024, also at 7:00 PM. Both hearings will take place at Nelson County High School, 6919 Thomas Nelson Highway, Lovingston, Virginia 22949. Dissemination of this information is in progress.

C. **Nelson County Service Authority (NCSA) Term Engineering Contract:** County and NCSA staff are meeting with CHA, the contracted consultants on Wednesday, January 10th to establish the scope of the PERs for evaluation of the Lovingston water and wastewater system capacities, which will include evaluation of the Dillard Creek area for a water impoundment and treatment plant and revitalization/modernization of the old Lovingston wastewater treatment plant. Staff will advise the Board of the cost proposals for this work upon receipt.

D. **DSS Building:** The next work group meeting will be held on January 16th to review a preliminary floor plan and to discuss preliminary building interior and exterior design concepts. Staff has a zoom call scheduled with Davenport and Sands Anderson on financing options and timeline on January 11th.

E. **FY24-25 Budget:** The Agency request binder is being provided to the Board for review while staff develops the draft General Fund revenues and expenditures. A proposed budget calendar has been developed which includes General Fund budget introduction at the March 12th regular meeting, work-sessions to follow on Tuesdays and Thursdays through March and into April if necessary, public hearing at the May 14th regular meeting, and adoption and appropriation at the June 11th regular meeting. These dates are subject to change pending Board input and rate of progress.

F. **Route 151 Corridor Study Update:** VDOT's online public survey on the updated plan concluded on January 2, 2024. Next steps will be coordinated between VDOT and staff.

G. **Piney River Solar, LLC Special Exception 2023-369 – Amherst County: NO CHANGE** This matter has been further deferred until February 20th.

Ms. McGarry reported on the following community meetings scheduled to take place:

She reported that a DEQ Community meeting on the Hat and Black Creek Water Quality Study would take place from 3:00-4:30 p.m. at the Nelson Memorial Library on January 10, 2024. She noted that both creeks were being monitored for phosphorus and sediment TMDLs. She also noted that a public meeting on the proposed Shipman Historic District would take place at 6 p.m. on January 10<sup>th</sup> at Nelson Memorial Library.

H. **Staff Reports:** Department and office reports for January have been provided.

#### 2. Board Reports

Dr. Ligon:

Dr. Ligon had no report.

Mr. Reed:

Mr. Reed reported that he had met with Mr. Tani who spoke during public comments, as well as other Stoney Creek residents about the Aqua rate increase. He also reported that he reviewed the SCC filing and had also spoken with Mr. O'Brien on the Fluvanna Board of Supervisors. He noted that half of Fluvanna's population was Lake Monticello. Mr. Reed explained that the rate increases would apply to all Aqua Virginia holdings in the Commonwealth, which meant the rates would apply to all accounts in Virginia. He noted that the uniqueness of the water system did not apply. He reported that the Stoney Creek system was a cost effective system to run. He noted that the water was mostly well water, and there was very little water treatment that took place. Mr. Reed indicated that the majority of other Aqua systems required much more extensive water treatment facilities, which required, staff, materials, and infrastructure. He noted that since Stoney Creek did not have that infrastructure in place, the Stoney Creek system became a profit generator for Aqua. He commented that he was sympathetic to the Stoney Creek residents, noting that getting any resolution on the matter was extremely unlikely. He stated that it was not in the Board's best interest to sign off and provide money for the legal challenges that may happen. He noted that the only long term solution he could see, was, somehow dealing with the relationship between Stoney Creek and Aqua Virginia. He reported that Aqua Virginia owned the water system. He commented that he was open to considering what a longer term solution to Stoney Creek's problems with Aqua Virginia might look like.

Mr. Rutherford:

Mr. Rutherford welcomed Dr. Ligon as the first female representative in the South District. He reported that he had a brief meeting with Sheriff Embrey regarding vehicle needs for the department. He noted that the TJPDC meeting in December was brief. He reported that the Regional Housing Partnership was in limbo at the moment, but they would have quarterly meetings coming up soon. He noted that Lovington Village Association had some exciting things coming up soon. He reported that the Board would be receiving the request for funding for the Fourth of July fireworks very soon.

Mr. Parr:

Mr. Parr thanked Board for their confidence in him, noting that he looked forward to serving as Chair for the next year. He reported that the Social Services building was moving forward. He noted that the building committee would be meeting on January 16<sup>th</sup> to look at preliminary floor plans and design ideas. He commented that he was excited to see some concepts of the building and an interior design layout. He explained that the idea to build from the inside out. He noted they would build based on the needs of the staff, with future growth accounted for in the plan.

B. Appointments

Thomas Jefferson Water Resources Protection Foundation

Mr. Rutherford made a motion to reappoint Andy Wright to the Thomas Jefferson Water Resources Protection Foundation. Mr. Reed seconded the motion. There being no further discussion, Supervisors approve the motion by vote of acclamation.

### C. Correspondence

Dr. Ligon asked about the vote on the Transient Occupancy Tax in December. She commented that there was not an opportunity for public comment, and asked if that was allowed.

Ms. McGarry reported that the Board of Supervisors held two (2) public hearings, and only one (1) was necessary by code. She noted that they followed State Code §15.2-1427 in the adoption of ordinances. She reported that the first public hearing was held on April 28, 2022, noting that no action was taken at that time on the proposed amendment. She noted that proposed ordinance was deferred until the May 10, 2022 meeting. She reported that the ordinance was considered at the meeting, but no action was taken. She noted that the committee was created to review the tax payment enforcement efforts. She explained that the committee met throughout the year, and because no action was taken on the previous ordinance, a new public hearing was not required by statute. Ms. McGarry reported that the Board did authorize a second public hearing at the April 8, 2023 continued meeting and the public hearing was held on May 9, 2023. She reported that action was deferred after the May 9, 2023 public hearing. She explained that when the Board held public hearings on ordinances, they could opt to take action that evening, or choose to defer action to a future date. She noted that there was no timeframe or statute of limitations in which the Board had to act.

Dr. Ligon reported that in speaking with members of the Piney River and Lovingston Volunteer Fire Departments, there were quite a few volunteers who did not reside in Nelson County. She noted that the tax breaks did not benefit those who did not reside in Nelson. She commented that the Fire Chief in Piney River lived in Amherst. She indicated that she wanted to advocate for another form of compensation instead of a tax break, for those volunteers who did not reside in the County. Ms. McGarry noted that was a good point to bring up at the public hearing that evening. She suggested that they hold the public hearing on the ordinance as proposed and discuss it further. Mr. Rutherford suggested having the Emergency Services Council to help determine what that might look like. He commented that they could hold the public hearing and then send directives to the appropriate entities to get a better idea of what would make sense. Mr. Parr noted Piney River was in a unique situation as was Gladstone. He agreed that it was a good point. He noted that it was something that they needed to discuss with staff. He commented that there was a fine line between giving someone a credit and taking away an expense, and paying someone. He indicated that they had leaders and very active firemen in Piney River that lived in Amherst. Mr. Rutherford noted those living outside of Nelson had not been receiving anything. Mr. Parr suggested they look at the options, noting that it did not take away from what they were doing that evening.

### D. Directives

Mr. Rutherford indicated that the Lovingston gateway sign may be coming up in the future.

Mr. Rutherford asked if Lovingston Beautification money disbursement was figured out. Ms. Staton reported that the ladies were receiving a check in both of their names so that there was some accountability. She noted that the ladies had a directive from Finance to provide an expenditure report periodically so that they could track how far the money went. Ms. Staton noted they had a two (2) year period to spend the money. She reported that the check had been written that day.

Mr. Rutherford asked about scheduling a retreat soon. Ms. McGarry noted it would be difficult to fit it into the schedule. Mr. Rutherford noted it had been a few years since they had held a retreat to discuss goals and capital improvements. Ms. McGarry confirmed that the last retreat was held in December 2021. Dr. Ligon noted that she and Mr. Rutherford were attending a conference on goal setting and she suggested that they could work towards scheduling after that. Ms. McGarry noted there were capital improvement items already in motion, so she was not sure how much more they needed to discuss them. Mr. Rutherford noted they had not held any public hearings for bond creation yet, and the decisions they would make over the

next few years would have 20 years' worth of impact in terms of debt service. He indicated that he would defer to Mr. Parr and Ms. McGarry to figure out a game plan, and then report back to the Board for a consensus. He noted his hope of getting the budget work completed in a few, very long days. Ms. McGarry noted that Mr. Reed was out of town for the remainder of January, so any retreat would be sometime after that. Mr. Parr confirmed that he and Ms. McGarry would get together to discuss it.

## **VIII. ADJOURN AND CONTINUE – EVENING SESSION AT 7PM**

At 3:52 p.m., Mr. Rutherford made a motion to adjourn and reconvene at 7:00 p.m. and Mr. Reed seconded the motion. There being no further discussion, Supervisors approved the motion by vote of acclamation and the meeting adjourned.

### **EVENING SESSION 7:00 P.M. – NELSON COUNTY COURTHOUSE**

#### **I. CALL TO ORDER**

Mr. Parr called the meeting to order at 7:00 p.m. with four (4) Supervisors present to establish a quorum and Mr. Harvey being absent.

#### **II. PUBLIC COMMENTS**

*Jeri Lloyd - Afton, VA*

Ms. Lloyd asked what was happening with Justin Shimp's project on Route 6. She asked if there was a year limit on working on something that had a special use permit. Ms. McGarry noted that there was typically a year, unless the Board has granted a conditional extension. Mr. Rutherford indicated that was a question for Planning and Zoning and noted that they did not interact with the public directly during Public Comments.

#### **III. PUBLIC HEARINGS**

##### **A. Ordinance O2023-08 – Amendment to Chapter 11, Taxation, Article I, Sec. 11-5.1 Exemption for Volunteer Fire and Rescue Members**

The purpose of the public hearing is to receive public input on an Ordinance proposed for passage to amend Chapter 11, Taxation, Article I, Sec. 11-5.1 Exemption for Volunteer Fire and Rescue Squad Members. Proposed amendments to Section 11-5.1 would change the exempted amount of personal property taxes from the first five thousand dollars (\$5,000.00) of assessed value to a credit of three hundred dollars (\$300.00) on the personal property tax bill of eligible volunteer fire and rescue squad members.

Ms. McGarry provided a presentation on proposed Amendment to Chapter 11, Taxation, Article I, Sec. 11-5.1 Exemption for Volunteer Fire and Rescue Members. She reported that the Board of Supervisors authorized the public hearing on the proposed County Code amendment on December 12, 2023, via the adoption of Resolution R2023-78. She noted that the public hearing noted was published in the December 28, 2023 and January 4, 2024 editions of the Nelson County Times in compliance with State Code §15.2-1427. She explained that Title 58.1 Taxation, Subtitle III Local Taxes Chapter 35, Tangible Personal



January 9, 2024

Property, Machinery and Tools and Merchants' Capital, gave the County its authority to deal with Personal Property Tax.

Ms. McGarry reviewed the following information:

**State Code Authority: §58.1-3506 Other classifications of tangible personal property**

**§58.1-3506 A (15) & B** provides for the separate classification of property from other classifications of tangible personal property provided in Chapter 35. **Subsection A (15)** speaks to separate classification of motor vehicles owned or leased by qualifying volunteer fire and rescue personnel and **Subsection B** provides that the Governing Body of any County may levy a personal property tax at a different rate of tax and rate of assessment from the tax levied on other tangible personal property but not exceeding that applicable to the general class of tangible personal property.

Ms. McGarry then reviewed the Current Tax Relief for Volunteer Fire and Rescue Personnel as of the 1993 Ordinance.

Personal Property Tax Exemption, Chapter 11 Taxation, Article I In General:

**Sec. 11-5.1. - Exemption for volunteer fire and rescue squad members**

Members of the Nelson County Volunteer Fire Department and Rescue Squads **shall be exempted from paying taxes on the first five thousand dollars (\$5,000.00) of assessed value on their personal property tax bill.** The chief or captain of each squad/department shall provide to the Commissioner of the Revenue by June 1st of each year a certified list of all members who are eligible for the exemption during that year.

A qualifying volunteer must have completed one hundred (100) hours of volunteer activities during the preceding twelve (12) months.

Ms. McGarry reviewed proposed Ordinance O2023-08 noting that it proposed to strike the text in red "exempted from paying taxes on the first five thousand dollars (\$5,000.00) of assessed value" and change it to "granted a credit of up to three hundred dollars (\$300.00)" on their personal property tax bill. She noted that was the only proposed change in the ordinance.

## Sec. 11-5.1. - Exemption for volunteer fire and rescue squad members

- ▶ (a) Members of the Nelson County Volunteer Fire Department and Rescue Squads shall be ~~exempted from paying taxes on the first five thousand dollars (\$5,000.00) of assessed value~~ *granted a credit of up to three hundred dollars (\$300.00)* on their personal property tax bill. The chief or captain of each squad/department shall provide to the Commissioner of the Revenue by June 1st of each year a certified list of all members who are eligible for the exemption during that year.
- ▶ (b) A qualifying volunteer must have completed one hundred (100) hours of volunteer activities during the preceding twelve (12) months.

Ms. McGarry reported on the fiscal impact of the proposed change for the 2024 tax year. She explained that the value of the 2023 Personal Property Tax Relief for Fire and Rescue Volunteers was currently estimated at \$28,942. She noted that the amount of \$67,301 previously reported, included Disabled Veteran Tax Relief of approximately \$38,359.

Ms. McGarry explained that \$5,000 in assessed value was equivalent to \$139.50 in tax relief per exemption. She noted that there were 207 eligible fire and rescue volunteers. She reported that the value of the proposed 2024 Personal Property Tax Relief for Fire and Rescue Volunteers was estimated at a maximum of \$62,100 for approximately 207 eligible fire and rescue volunteers. She explained that the estimate was computed by multiplying the up to \$300 by the 207 eligible volunteers ( $\$300 \times 207$ ), which equaled \$62,100.

Ms. McGarry also noted that volunteer fire and rescue members also received other relief. She reported that volunteers received an exemption of the Motor Vehicle License Fee for one vehicle in accordance with Vehicle License Fee Exemptions, Chapter 7 Motor Vehicles and Traffic, Article II Local License Fee Sec. 7-30. She reported that the value of the 2023 Vehicle License fee was \$38.75 per automobile and \$18 per motorcycle. She then reported the value of the 2023 Vehicle License Fee relief for Fire and Rescue members was \$8,910 total (\$8,874 automobiles + \$36 motorcycles). She noted that the 2023 total Personal Property Tax and Vehicle License Fee relief provided in 2023 was \$37,852 (\$28,942 + \$8,910). Ms. McGarry reported that the proposed 2024 Personal Property Tax and Vehicle License Fee Relief (using the 2023 data) was a total of \$71,010.

Ms. McGarry provided additional information on exemptions and incentives for volunteer Fire and Rescue Squad members provided by other localities in the area.

January 9, 2024

<u>Locality</u>	<u>Exemptions and Incentives</u>
Albemarle County	\$300 voucher for volunteers who complete 100 or more hours of service
Appomattox County	2 vehicle license fees \$35.00 each - \$70
Amherst County	1 vehicle license fee \$25
Campbell County	1 vehicle license fee \$27
Augusta County	None
Rockbridge County	\$200 Maximum Personal Property Exemption

Ms. McGarry explained that the next steps would be to conduct the public hearing to receive citizen input on proposed Ordinance amendment O2023-08; and then obtain input from staff if desired. She noted that the Board could then consider adoption of Ordinance O2023-08 to be effective January 1, 2024 for the 2024 tax year. She indicated that the Board could adopt the ordinance as presented, or amended, or the Board could choose to take action at a later date.

The Board had no questions for Ms. McGarry.

Mr. Parr opened the public hearing.

*Jeri Lloyd - Afton VA*

Ms. Lloyd commented that she thought it was a great idea. She noted the hard work put in by the volunteers.

*Phillip Purvis - Shipman VA*

Mr. Purvis commented that it was a no brainer, noting that the guys and gals needed all the help they could get. He stated that he was in support of the ordinance and whatever else they could do to help them. He noted that the volunteers deserved a lot of credit, and he was in favor of supporting them for putting their lives on the line for free.

There were no others wishing to speak and the public hearing was closed.

Mr. Rutherford commented that he liked an idea brought up by Dr. Ligon, to study what this meant for volunteers who did not live in Nelson. He suggested that they consider sending staff to the Emergency Services Council to see what that would look like, possibly a \$300 check for 100 hours of service. He

January 9, 2024

thought that 100 hours of service was a good number. He asked how the hours of service were confirmed or documented. Mr. Rutherford noted that there were Amherst residents who volunteered in Nelson, as well as Albemarle residents who volunteered at Faber. Dr. Ligon commented that she believed that the records would be sufficient to make sure 100 hours were achieved.

Mr. Reed stated that he was not in favor of direct cash payments from the County to individuals for services that were not contracted services. He noted that he understood the attempt to be equitable. HE commented that he felt the amendment as presented was good, because it did provide a higher level of compensation to the volunteers.

Mr. Parr commented that he thought they were all in agreement to determine something for the out of County volunteers. He did not want to muddy the water on Ordinance O2023-08. He noted that they were talking about the ordinance that evening. He commented that he thought it was prudent that they meet with the Emergency Services Council, talk with staff and brainstorm ideas. He commented that they needed to focus on the ordinance presented that evening. He suggested that they direct staff to see what could be worked out with Emergency Services Council. Mr. Parr also volunteered to work on this with staff, noting he was on Emergency Services Council.

Ms. McGarry suggested that another option could be to adopt the ordinance as is, and then direct staff to determine a non-resident volunteer incentive option. Mr. Parr and Mr. Rutherford were in agreement with Ms. McGarry's suggestion.

Mr. Parr asked about the 207 eligible Fire and Rescue volunteers, and where that number came from. Ms. McGarry noted that the information was provided by the Commissioner of Revenue from the certified registers of volunteers. Mr. Rutherford asked how many served at Piney River. Mr. Parr noted that there were probably seven (7) out of the thirty (30) volunteers with pagers actively and consistently serving. He indicated that they definitely wanted to have a conversation with the decision makers in those departments to make sure they were verifying that information. He noted it was pretty easy to verify, as Dr. Ligon had said, because there were reports on every call that indicated who was there and what took place. Ms. McGarry noted that the 100 hours were for volunteer activities, so that could be a broad range. Mr. Parr indicated that there was a lot of work that went on like changing oil, washing trucks, driving in the parade. He noted that he trusted the departments to verify the numbers.

The Board discussed whether they wanted to take action on the ordinance that evening, or wait. Mr. Parr noted that he thought they all wanted to take action on the ordinance. He suggested that dealing with the out of County volunteers could either be an amendment to the ordinance, or it could be its own standalone item. Ms. McGarry explained that once the ordinance was adopted, the Board would need to go back through the public hearing process to amend it further to include the non-resident volunteer incentives. Mr. Parr suggested that the Board go ahead and take care of the ordinance that evening.

Mr. Rutherford moved to adopted **Ordinance O2023-08** to be effective January 1, 2024. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the following ordinance was adopted:

January 9, 2024

**ORDINANCE O2023-08**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AMENDMENT OF THE CODE OF NELSON COUNTY, VIRGINIA**  
**CHAPTER 11, TAXATION, ARTICLE I, SEC. 11-5.1**  
**EXEMPTION FOR VOLUNTEER FIRE AND RESCUE MEMBERS**

**Sec. 11-5.1. Exemption for volunteer fire and rescue squad members.**

(a) Members of the Nelson County Volunteer Fire Department and Rescue Squads shall be ~~exempted from paying taxes on the first five thousand dollars (\$5,000.00) of assessed value~~ *granted a credit of up to three hundred dollars (\$300.00)* on their personal property tax bill. The chief or captain of each squad/department shall provide to the Commissioner of the Revenue by June 1st of each year a certified list of all members who are eligible for the exemption during that year.

(b) A qualifying volunteer must have completed one hundred (100) hours of volunteer activities during the preceding twelve (12) months.

**BE IT FURTHER ORDAINED**, that this ordinance becomes effective January 1, 2024.

Mr. Parr noted that he and Ms. McGarry would speak with Danny Johnson and the Emergency Services Council to come up with some ideas. Dr. Ligon asked if there was a goal to circle back with the information. Mr. Parr indicated that the goal would be to circle back next month.

**IV. OTHER BUSINESS (AS PRESENTED)**

The Board had no other business to discuss.

**V. ADJOURNMENT**

At 7:18 p.m., Mr. Rutherford moved to adjourn the meeting and Mr. Reed seconded the motion. There being no further discussion, Supervisors approved the motion by vote of acclamation and the meeting adjourned.



BOARD OF SUPERVISORS

THOMAS D. HARVEY  
North District

ERNE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR  
West District

DR. JESSICA LIGON  
South District

CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

LINDA K. STATON  
Director of Finance and  
Human Resources

**RESOLUTION R2024-20  
NELSON COUNTY BOARD OF SUPERVISORS  
AMENDMENT OF FISCAL YEAR 2023-2024 BUDGET  
April 9, 2024**

**I. Appropriation of Funds (General Fund)**

<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$ 4,718.00	3-100-002404-0017	4-100-021060-3160
\$ 10,310.00	3-100-002404-0017	4-100-021060-3160
\$ 1,443.00	3-100-002404-0034	4-100-031020-1014
\$ 1,560.00	3-100-002404-0034	4-100-031020-1014
\$ 176.00	3-100-003303-0026	4-100-033010-3002
<b>\$ 18,207.00</b>		

**II. Appropriation of Funds (School Fund)**

<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$ 741,000.00	3-205-004105-0001	4-205-063100-9303
<b>\$ 741,000.00</b>		

**III. Transfer of Funds (From General Fund to School Fund)**

<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$ 741,000.00	3-100-009999-0001	4-100-093100-9203
<b>\$ 741,000.00</b>		

**IV. Transfer of Funds (General Fund Departmental)**

<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$ 5,500.00	4-100-022010-1001	4-100-031020-1001
<b>\$ 5,500.00</b>		

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

## EXPLANATION OF BUDGET AMENDMENT

- I. Appropriations are the addition of unbudgeted funds received or held by the County for use within the current fiscal year budget. These funds increase the budget bottom line. The General Fund Appropriations of \$18,207.00 reflect requests of (1)(2) \$15,028.00 appropriation requests for FY24 Circuit Court Records Preservation (CCRP) Grant funds awarded in FY24; (3)(4) \$3,003.00 appropriation request for Sheriff's Department FY24 DCJS Temporary Detention Order & Emergency Custody Order transport wages funding February/March 2024; (5) \$176.00 appropriation request for FY23 State Criminal Alien Assistance Program (SCAAP) Grant funds received and expensed in FY24. *Total appropriation request for this period is below the 1% of expenditure budget limit of \$759,528.52 for April.***
- II. Appropriations are the addition of unbudgeted funds received or held by the County for use within the current fiscal year budget. These funds increase the budget bottom line. The School Fund Supplemental Appropriation of \$741,000.00 is requested in the amount of (1) \$741,000.00 for reappropriation of FY23 Environmental Protection Agency (EPA) Grant funds received in FY23 for the purchase of two (2) electric school buses and charging stations received and purchased in FY24. *The total appropriation request for this period is below the 1% of expenditure budget limit of \$759,528.52 for April.***
- III. Transfers represent funds that are already appropriated in the budget but are moved from one line item to another. Transfers do not affect the bottom line of the budget. A Transfer from the General Fund Year Ending Balance to the School Fund in the amount of \$741,000.00 is requested as follows: (1) \$741,000.00 is requested to reappropriate EPA Grant funds received in FY23 for the purchase of two (2) electric school buses and charging stations purchased in FY24.**
- IV. Transfers represent funds that are already appropriated in the budget but are moved from one line item to another. Transfers do not affect the bottom line of the budget. A Transfer between General Fund Departmental Accounts in the amount of \$5,500.00 is requested as follows: (1) \$5,500.00 is requested to reallocate a portion of FY24 Local Share of Drug Court funding from the Commonwealth Attorney's departmental budget to the Sheriff's Departmental budget for employee wage costs associated with additional Drug Court responsibilities pursuant to the Commonwealth Attorney's directive.**

**COPY**

CCRP GRANTS PROGRAM AWARD CERTIFICATION FORM

Locality: Nelson County

Date of Award: 2 /13/2024

Grant #: 2024FY-114

Amount of Grant Award: \$4,718.00

Grant Type: Item Conservation

Amount of Grant Request: \$4,718.00

By signing this document, I agree to the three statements below, as well as the decision of the CCRP Grants Review Board:

  
\_\_\_\_\_  
Signature of Circuit Court Clerk

LISA D. BRYANT  
\_\_\_\_\_  
Typed or Printed Name of Circuit Court Clerk

**Statement regarding expenditure of funds:**

I will abide by applicable state and local procurement rules and agree that funds granted under the Virginia Circuit Court Records Preservation Program will be spent only in accordance with the plan of work and budget statement presented in this application, and that any changes in the submitted proposal of work and/or budget will be submitted in writing to the grants office for approval in advance. I understand that grant funds will only be released upon receipt of verification form indicating that the proposal of work has been fully completed. I will ensure that any agreements for goods or services to be paid for with grant funds will be consistent with the project requirements set forth in the CCRP Program Manual.

**Statement regarding archival and records management policies and procedures:**

I agree to comply with all policies and procedures required by the Code of Virginia, and the decisions of the Circuit Court Records Preservation Grants Review Board and the Library of Virginia concerning the management, preservation, reproduction, and storage of public records, as well as those pertaining to the official recording of such records in government offices, whether on paper, microfilm, digital image, or any other medium.

**Statement regarding project status and financial expenditure reports:**

I agree to submit program status and financial expenditure reports as required by the Library of Virginia. I also agree to account for all grant funds, to maintain separate financial and programmatic records on this project, and to retain such source documentation as canceled checks, paid bills, payroll, or other accounting documentation, in conjunction with the fiscal office of this locality, that would facilitate an audit. I understand that failure to submit the status and financial reports will result in grant funds not being released and this office becoming ineligible to receive future grant funding, until such time that the delinquent reports have been successfully





## LIBRARY OF VIRGINIA

Sandra Gioia Treadway  
Librarian of Virginia

Feb. 21, 2024

Grant Agreement Number: 2024FY-114

The Honorable Lisa Bryant  
Clerk of the Circuit Court  
Nelson County  
P.O. Box 10  
Lovingsston, VA 22949

Dear Ms. Bryant,

The Circuit Court Records Preservation Grants Review Board met on Tuesday, Feb. 13<sup>th</sup>, 2024 to consider 124 applications submitted from 101 localities. It is our pleasure to inform you that your Item Conservation grant application to the Virginia Circuit Court Records Preservation Program has been **approved in the full amount of \$4,718.00**. The following item(s) have been approved by the Review Board: **Minute Book 1827-1830**. This grant is subject to the stated amount, availability of funds, and any provisos listed in this letter or on the enclosed CCRP Grants Program Application Certification form. Please review these provisos carefully to determine the scope and/or limitations of the project.

You will find the Award Certification form included with this letter. This agreement, along with the original grant application, details the term of your project, the portion of your project supported with grant funds, and the specific work that is to be accomplished. It will also indicate your fiscal and program reporting requirements. Please read the agreement carefully and return it electronically or by mail **within fifteen days of receipt** to Michelle Washington at the Library of Virginia ([Michelle.Washington@lva.virginia.gov](mailto:Michelle.Washington@lva.virginia.gov)). Contact your item conservation vendor representative to make arrangements for them to collect the approved items. If you have any questions regarding this award or agreement, please contact Greg Crawford at (804) 692-3505.

We appreciate your interest in preserving Virginia's documentary heritage and extend our best wishes for a successful project. We will look forward to working with this year in preparation for the 2025FY grant cycle.

Sincerely,

---

Gregory E. Crawford  
State Archivist

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Teresa Hash Dobbins  
President, Virginia Court Clerks' Association

CCRP GRANTS PROGRAM AWARD CERTIFICATION FORM

COPY

Locality: Nelson County

Date of Award: 2/13/2024


Grant #: 2024FY-115

Amount of Grant Award: \$10,310.00

Grant Type: Item Conservation

Amount of Grant Request: \$10,310.00

By signing this document, I agree to the three statements below, as well as the decision of the CCRP Grants Review Board:

  
Signature of Circuit Court Clerk

LISA D. BRYANT  
Typed or Printed Name of Circuit Court Clerk

**Statement regarding expenditure of funds:**

I will abide by applicable state and local procurement rules and agree that funds granted under the Virginia Circuit Court Records Preservation Program will be spent only in accordance with the plan of work and budget statement presented in this application, and that any changes in the submitted proposal of work and/or budget will be submitted in writing to the grants office for approval in advance. I understand that grant funds will only be released upon receipt of verification form indicating that the proposal of work has been fully completed. I will ensure that any agreements for goods or services to be paid for with grant funds will be consistent with the project requirements set forth in the CCRP Program Manual.

**Statement regarding archival and records management policies and procedures:**

I agree to comply with all policies and procedures required by the Code of Virginia, and the decisions of the Circuit Court Records Preservation Grants Review Board and the Library of Virginia concerning the management, preservation, reproduction, and storage of public records, as well as those pertaining to the official recording of such records in government offices, whether on paper, microfilm, digital image, or any other medium.

**Statement regarding project status and financial expenditure reports:**

I agree to submit program status and financial expenditure reports as required by the Library of Virginia. I also agree to account for all grant funds, to maintain separate financial and programmatic records on this project, and to retain such source documentation as canceled checks, paid bills, payroll, or other accounting documentation, in conjunction with the fiscal office of this locality, that would facilitate an audit. I understand that failure to submit the status and financial reports will result in grant funds not being released and this office becoming ineligible to receive future grant funding, until such time that the delinquent reports have been successfully



## LIBRARY OF VIRGINIA

Sandra Gioia Treadway  
Librarian of Virginia

Feb. 21, 2024

Grant Agreement Number: 2024FY-115

The Honorable Lisa Bryant  
Clerk of the Circuit Court  
Nelson County  
P.O. Box 10  
Lovingsston, VA 22949

Dear Ms. Bryant,

The Circuit Court Records Preservation Grants Review Board met on Tuesday, Feb. 13<sup>th</sup>, 2024 to consider 124 applications submitted from 101 localities. It is our pleasure to inform you that your Item Conservation grant application to the Virginia Circuit Court Records Preservation Program has been **approved in the full amount of \$10,310.00**. The following item(s) have been approved by the Review Board: **Land Books 1890-1892; Land Books 1893-1895; Land Books 1896-1898; Marriage Records 1847-1852; Voter Registrations: New Market Precinct List, Colored, 1897**. This grant is subject to the stated amount, availability of funds, and any provisos listed in this letter or on the enclosed CCRP Grants Program Application Certification form. Please review these provisos carefully to determine the scope and/or limitations of the project.

You will find the Award Certification form included with this letter. This agreement, along with the original grant application, details the term of your project, the portion of your project supported with grant funds, and the specific work that is to be accomplished. It will also indicate your fiscal and program reporting requirements. Please read the agreement carefully and return it electronically or by mail **within fifteen days of receipt** to Michelle Washington at the Library of Virginia ([Michelle.Washington@lva.virginia.gov](mailto:Michelle.Washington@lva.virginia.gov)). Contact your item conservation vendor representative to make arrangements for them to collect the approved items. If you have any questions regarding this award or agreement, please contact Greg Crawford at (804) 692-3505.

We appreciate your interest in preserving Virginia's documentary heritage and extend our best wishes for a successful project. We will look forward to working with this year in preparation for the 2025FY grant cycle.

Sincerely,

Gregory E. Crawford  
State Archivist

Teresa Hash Dobbins  
President, Virginia Court Clerks' Association



# COMMONWEALTH of VIRGINIA

## Department of Criminal Justice Services


The Honorable Jackson H. Miller  
Director

Tracy Louise Winn Banks, Esq.  
Chief Deputy Director

Washington Building  
1100 Bank Street  
Richmond, Virginia 23219  
(804) 786-4000  
[www.dcjs.virginia.gov](http://www.dcjs.virginia.gov)

January 31, 2024

**TO:** Virginia Sheriffs, Police Departments and Jail Superintendents

**FROM:** Jackson H. Miller, Director, Virginia Department of Criminal Justice Services 

**RE:** Available funding to reimburse Departments for carrying out Temporary Detention Orders and Emergency Custody Orders

---

In the amended fiscal year 2024 budget the Virginia General Assembly provided funding to the Virginia Department of Criminal Justice Services (DCJS) to provide monetary reimbursement to Virginia Sheriffs, local Police departments, and local and regional jails that carryout temporary detention orders (TDO) and emergency custody orders (ECO). Previously, the Virginia Department of Behavioral Health and Developmental Disabilities Services (DBHDS) was contracting with Sheriff and Police departments and reimbursing them for TDO/ECO assignments.

DBHDS is no longer providing this reimbursement because this new funding is available. DCJS will be providing reimbursement to agencies for their TDO/ECO work.

The appropriation for this program is one-time funding of \$5M available across the Commonwealth. DCJS is allocating the funding using the seven Virginia State Police (VSP) regions so that all localities will have access to these funds. The funds will remain allocated to each VSP region until the funding is exhausted.

Attached are the forms required to request reimbursement along with instructions on completing the forms. We have tried to make the reimbursement process as simple as possible while maintaining accountability for the funding.

If you have any questions, please contact one of the following DCJS staff:

Amy Sink	<a href="mailto:amy.sink@dcjs.virginia.gov">amy.sink@dcjs.virginia.gov</a>	804-786-7898
Lisa Thornton	<a href="mailto:lisa.thornton@dcjs.virginia.gov">lisa.thornton@dcjs.virginia.gov</a>	804-786-4154
Cindy Hayes	<a href="mailto:cindy.hayes@dcjs.virginia.gov">cindy.hayes@dcjs.virginia.gov</a>	804-225-1847
Payne Tarkenton	<a href="mailto:payne.tarkenton@dcjs.virginia.gov">payne.tarkenton@dcjs.virginia.gov</a>	804-786-3051

Attachments

\* Feb. 2024  
#1,443<sup>00</sup>



Virginia Department of Criminal Justice Services

**Temporary Detention Order (TDO)/Emergency Custody Order (ECO)**

**Reimbursement Request Form**

Name of Law Enforcement Agency: Nelson County Sheriff's Office

Street Address: 84 Courthouse Square

City: Lovingston State: Va Zip Code: 22949

FIPS Code: 125

Approved by: *Mark E. Embrey*

*Signature of Chief of Police or Sheriff or Jail Superintendent*

I certify that the information submitted in this reimbursement request is, to the best of my knowledge, accurate and complete.

Name: MARK E. EMBREY Phone: 434-263-7051  
*Please print*

Agency: NELSON COUNTY SHERIFF'S OFFICE

DCJSTD  
3-100-2404-0034

(DCJS Sheriff's TDO/ECO)

#1,443<sup>00</sup>



Virginia Department of Criminal Justice Services

**Temporary Detention Order (TDO)/Emergency Custody Order (ECO)**

**Reimbursement Request Form**

Name of Law Enforcement Agency: Nelson County Sheriff's Office

Street Address: 84 Courthouse Square

City: Lovington State: Va Zip Code: 22949

FIPS Code: 125

Approved by: 

*Signature of Chief of Police or Sheriff or Jail Superintendent*

I certify that the information submitted in this reimbursement request is, to the best of my knowledge, accurate and complete.

Name: MARK E. EMBREY Phone: 434-263-7051  
*Please print*

Agency: NELSON COUNTY SHERIFF'S OFFICE

\* March 2024 \$1,560<sup>00</sup> (DCJSTD - 3-100-2404-0034)

**Linda Staton**

**From:** Linda Staton  
**Sent:** Monday, January 29, 2024 9:27 AM  
**To:** Angela F Hicks  
**Subject:** RE: "Grant" funds received

These are code SCAAP funds. Thank you!

*Linda*

**From:** Angela F Hicks  
**Sent:** Monday, January 29, 2024 8:37 AM  
**To:** Linda Staton <lstaton@nelsoncounty.org>  
**Subject:** "Grant" funds received

Good morning Linda,  
The funds below were deposited this morning into the General Operating account. Are they County funds? If so, do you know where they should be posted? Thanks! -Angi

**Operating Account - Checking - [REDACTED]**

Post Date	Reference	Additional Reference	Description	Debit	Credit	Calculated Balance
01/29/2024 08:31 AM (ET)			PREAUTHORIZED ACH CREDIT ASAP/GRANT PAY		\$176.00	
01/29/2024	Totals			\$0.00	\$176.00	

Showing 1 - 1 of 1

*FY23 SCAAP Grant  
TR: SCAAP*

Angela F Hicks, MGT  
Nelson County Treasurer  
84 Courthouse Sq  
PO Box 100  
Lovingston VA 22949  
(P) 434-263-7060  
(F) 434-263-7064

**Confidential & Proprietary:**

This e-mail may contain confidential and/or privileged material for the sole use of the intended recipient. Any view or distribution by others is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies. Thank You

Mrs. Shannon Powell, Chair  
West District

Mrs. Janet Turner-Giles, Trustee  
North District

Mrs. Margaret Clair, Trustee  
Central District



Mr. Ceaser Perkins, Vice Chair  
South District

Mr. George Cheape, Trustee  
East District

Dr. Amanda C. Hester  
Division Superintendent

## Nelson County Public Schools

March 14, 2024

Nelson County Board of Supervisors  
84 Courthouse Square  
Lovingson, VA 22949

RE: Request for Supplemental Appropriation

Hello,

I am writing to request a supplemental appropriation for items ordered last fiscal year but were received and paid for this fiscal year due to supply chain issues. I am requesting \$770,292 for the purchase of 2 electric buses, \$108,610 for the electric charging stations and \$11,434.92 for portable radios and chargers. These items were ordered with the understanding that they would be paid for with a combination of grant funds and local match requirements. Funds were received from the EPA for the Electric Buses and the VDOE for the school security equipment grant last year and reverted to the County on June 30, 2023.

Attached are copies of the invoices for the purchases for your review. Please advise if you have any questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read 'Shannon T. Irvin'.

Shannon T. Irvin, Assistant Superintendent





OFFICE OF  
THE COMMONWEALTH'S ATTORNEY  
NELSON COUNTY



COMMONWEALTH'S ATTORNEY  
DANIEL L. RUTHERFORD  
DEPUTY COMMONWEALTH'S ATTORNEY  
ERIK A. LAUB

84 COURTHOUSE SQUARE  
POST OFFICE BOX 447  
LOVINGSTON, VIRGINIA 22949

ASSISTANT COMMONWEALTH'S ATTORNEY  
BENJAMIN A. BELLES  
(434) 263-7010 (telephone)  
(434) 263-7013 (facsimile)

March 5, 2024

TO: Mrs. Candice McGarry, Administrator  
Mrs. Linda Staton, Director of Finance and Human Resources

SUBJECT: Drug Court Grant

As part of the Drug Court Grant, my office is to receive \$15,000.00 in employment supplements to assist in operating Drug Court. I have received commitments from the Nelson County Sheriff's Office that they will be assisting in Drug Court.

With this, it is my understanding that I have \$5,500.00 in unallocated funds from the County's drug court supplements, and I would like to allocate it to the Nelson County Sheriff's Office to supplement the pay of Ms. Jennifer Campbell as she will be assisting from the Sheriff's Office. This is to begin April 1, 2024 and paid out based on a 12-month schedule, and to continue until rescinded by my office, or until Drug Court is no longer operational and the supplements are rescinded. If you have any questions, please do not hesitate to contact me.

Should you have any questions, please do not hesitate to contact me. I remain,

Very truly yours,

Daniel L. Rutherford  
Commonwealth's Attorney  
Nelson County

Cc: Sheriff Mark Embrey

BOARD OF  
SUPERVISORSTHOMAS D. HARVEY  
North DistrictERNIE Q. REED  
Central DistrictJESSE N. RUTHERFORD  
East DistrictJ. DAVID PARR  
West DistrictDR. JESSICA LIGON  
South DistrictCANDICE W. MCGARRY  
County AdministratorAMANDA B. SPIVEY  
Administrative Assistant/  
Deputy ClerkLINDA K. STATON  
Director of Finance and  
Human Resources

**RESOLUTION R2024-21**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**RECOGNITION OF ARMAND AND BERNICE THIEBLOT**

**WHEREAS**, in 1991, Armand and Bernice Thieblot acquired over 600 acres of land in the Schuyler region of Nelson County, including portions of a former soapstone quarry which had once been actively mined but had fallen into use as a refuse dumpsite; and

**WHEREAS**, the Thieblots dedicated over 20 years of their lives to reclaiming and restoring this land, eventually opening the Quarry Gardens, designated a Virginia Treasure by Governor Terry McAuliffe in 2016 as a site that serves to “preserve, protect and highlight Virginia’s most important ecological, cultural, scenic and recreational assets as well as its special lands;” and

**WHEREAS**, the Thieblots have each offered occupational and life skills training to individuals incarcerated at the Albemarle-Charlottesville Regional Jail; and

**WHEREAS**, in January 2021, Armand Thieblot was appointed to the Nelson County Electoral Board, serving in the position of Chairman until his departure in March 2023; and

**WHEREAS**, Bernice Thieblot also served three years as an Officer of Election for the Faber Precinct; and

**WHEREAS**, during their tenure the Thieblots endeavored to support and sustain Nelson County’s standard of excellence in election administration; and

**WHEREAS**, Armand and Bernice are tremendous assets to this community through their endeavors as public servants and as private citizens;

**WHEREAS**, Armand and Bernice Thieblot truly exemplify the noble aim to leave a place better than when found and in doing so, inspire all of us to do the same;

**NOW THEREFORE BE IT RESOLVED** that the Nelson County Board of Supervisors, in recognition of the outstanding contributions of Armand and Bernice Thieblot, do hereby encourage all citizens to thank the Thieblots for their contributions and dedicated service to our community, wish them the very best as they embark on a new life in Texas, and honor them by perpetuating their legacy of service and support for our neighbors.

Approved: April 9, 2024

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors



BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
North District

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Central District

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Director of Finance and  
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**RESOLUTION R2024-22**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**  
**April 14-20, 2024**

**WHEREAS**, emergencies can occur at any time that require law enforcement, fire or emergency medical services; and

**WHEREAS**, when an emergency occurs the prompt response of law enforcement, firefighters and paramedics is critical to the protection of life and preservation of property; and,

**WHEREAS**, the safety of our first responders is dependent upon the quality and accuracy of information obtained from citizens who telephone into the Nelson County Emergency Communications Center; and

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our deputies and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**NOW THEREFORE BE IT RESOLVED**, that the Nelson County Board of Supervisors declares the week of April 14-20, 2024 as National Public Safety Telecommunicators Week in Nelson County, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

Approved: April 9, 2024

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

BOARD OF  
SUPERVISORSTHOMAS D. HARVEY  
North DistrictERNIE Q. REED  
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Deputy ClerkLINDA K. STATON  
Director of Finance and  
Human Resources

**RESOLUTION R2024-23**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**ANIMAL CARE AND CONTROL APPRECIATION WEEK**

**WHEREAS**, the National Animal Care & Control Association (NACA) is committed to setting the standard of professionalism in animal welfare and public safety through training, networking, and advocacy; and

**WHEREAS**, animal care and control professionals dedicate their lives to the health and safety of at-risk and helpless animals; and

**WHEREAS**, animal care and control professionals work to rescue and protect animals from injury, disease, abuse, and starvation; and

**WHEREAS**, NACA has designated the second full week of April as Animal Care and Control Officer Appreciation Week; and

**WHEREAS**, federal, state, and local government officials throughout the nation take this time to recognize, thank, and commend all animal care and control professionals for the dedicated services they perform and for fulfilling the commitment to providing the highest and most efficient level of customer service;

**NOW, THEREFORE**, the Nelson County Board of Supervisors does hereby recognize April 14-20, 2024, as **ANIMAL CARE AND CONTROL APPRECIATION WEEK** in Nelson County, and we call this observance to the attention of our citizens.

Adopted: April 9, 2024

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors



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**RESOLUTION R2024-24  
NELSON COUNTY BOARD OF SUPERVISORS  
APRIL 2024 IS FAIR HOUSING MONTH**

**WHEREAS**, April is Fair Housing Month and marks the 56<sup>th</sup> anniversary of the passage of the federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988); and

**WHEREAS**, the Fair Housing Act provides that no person shall be subjected to discrimination because of race, color, national origin, religion, sex, disability, or familial status in the rental, sale, financing or advertising of housing) and the Virginia Fair Housing Law also prohibits housing discrimination based on elderliness); and

**WHEREAS**, the Fair Housing Act supports equal housing opportunity throughout the United States; and

**WHEREAS**, NACA has designated the second full week of April as Animal Care and Control Officer Appreciation Week; and

**WHEREAS**, fair housing creates healthy communities and housing discrimination harms us all;

**NOW THEREFORE BE IT RESOLVED**, that the Nelson County Board of Supervisors supports equal housing opportunity and seeks to affirmatively further fair housing not only during Fair Housing Month in April, but throughout the year.

Adopted: April 9, 2024

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors



BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
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Human Resources

**RESOLUTION R2024-25**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**APRIL IS CHILD ABUSE PREVENTION MONTH**

**WHEREAS**, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

**WHEREAS**, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

**WHEREAS**, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

**WHEREAS**, all citizens should become involved in supporting families in raising their children in a safe, nurturing environment; and

**WHEREAS**, effective child abuse prevention programs succeed because of partnerships created among families, social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

**NOW THEREFORE BE IT RESOLVED**, that the Nelson County Board of Supervisors do hereby recognize April as Child Abuse Prevention Month and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and neglect and strengthening the communities in which we live.

Adopted: April 9, 2024

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors



BOARD OF  
SUPERVISORS

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**RESOLUTION R2024-26**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**RECOGNITION OF SUSAN HUFFMAN**

**WHEREAS**, Susan Huffman has retired as of March 31, 2024, after serving Nelson County for nearly 10 years as the librarian and branch manager at Nelson Memorial Library; and

**WHEREAS**, Ms. Huffman guided the library through a major renovation and expansion to the building which doubled the size of the library, all while maintaining service to the citizens of the County; and

**WHEREAS**, Ms. Huffman brought together the Grow Nelson Library fundraising group that supported the library expansion with a new collection of books and materials, and continues to provide support for special projects; and

**WHEREAS**, Ms. Huffman has continued to find ways to provide 24/7 library access to the County with the addition of a holds locker located on the exterior of Nelson Memorial Library, a newly added book kiosk in Nellysford, a bookmobile, and an Outreach vehicle to bring story times and programming to the County; and

**WHEREAS**, with the support of Grow Nelson Library, Ms. Huffman brought a makerspace to the Nelson Memorial Library Business Center that includes: a laser engraver, vinyl cutter, poster printer, digital converter for VHS tapes as well as film scanning, a Cricut, book scanner, sewing machine, and a laminator all for public use; and

**WHEREAS**, Ms. Huffman pioneered the “Nelson Reads” program within both elementary schools, which has students read and rank books to select one winning children’s book each year; and

**WHEREAS**, Ms. Huffman worked to bring Dolly Parton’s Imagination Library to Nelson, which provides children from birth to age five with one free book per month, mailed to their home to grow their very own library; and

**WHEREAS**, Ms. Huffman has dedicated herself to our community and library in countless other ways;

**NOW, THEREFORE, BE IT RESOLVED** that the Nelson County Board of Supervisors wishes Susan Huffman continued health, happiness and prosperity upon her well-deserved retirement.

Adopted: April 9, 2024

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors



BOARD OF SUPERVISORS

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**RESOLUTION R2024-27  
NELSON COUNTY BOARD OF SUPERVISORS  
AUTHORIZATION FOR PUBLIC HEARING  
FY25-FY30 SECONDARY SIX-YEAR ROAD PLAN  
AND CONSTRUCTION PRIORITY LIST**

**WHEREAS**, The Virginia Department of Transportation and the Board of Supervisors of Nelson County, in accordance with Sections 33.2-331 and 33.2-332 of the Code of Virginia, are required to conduct a public hearing to receive public comment on the proposed Secondary Six-Year Plan for Fiscal Years 2025 through 2030 in Nelson County and on the Secondary System Construction Budget for Fiscal Year 2025,

**NOW THEREFORE BE IT RESOLVED**, that a public hearing will be held for this purpose in the General District Courtroom of the Nelson County Courthouse, 84 Courthouse Square, Lovingston, Virginia at 7:00 pm on Tuesday, May 14, 2024.

Approved: April 9, 2024

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors



Code of Virginia

Title 33.2. Highways and Other Surface Transportation Systems

Subtitle II. Modes of Transportation: Highways, Bridges, Ferries, Rail, and Public Transportation

Chapter 3. Highway Systems

Article 3. Secondary State Highway System

## § 33.2-331. Annual meeting with county officers; six-year plan for secondary state highways; certain reimbursements required

For purposes of this section, "cancellation" means complete elimination of a highway construction or improvement project from the six-year plan.

The governing body of each county in the secondary state highway system may, jointly with the representatives of the Department as designated by the Commissioner of Highways, prepare a six-year plan for the improvements to the secondary state highway system in that county. Each such six-year plan shall be based upon the best estimate of funds to be available to the county for expenditure in the six-year period on the secondary state highway system. Each such plan shall list the proposed improvements, together with an estimated cost of each project so listed. Following the preparation of the plan in any year in which a proposed new funding allocation is greater than \$100,000, the board of supervisors or other local governing body shall conduct a public hearing after publishing notice in a newspaper published in or having general circulation in the county once a week for two successive weeks, with the first publication appearing no more than 14 days before the hearing, and posting notice of the proposed hearing at the front door of the courthouse of such county 10 days before the meeting. At the public hearings, which shall be conducted jointly by the board of supervisors and the representative of the Department, the entire six-year plan shall be discussed with the citizens of the county and their views considered. Following the discussion, the local governing body, together with the representative of the Department, shall finalize and officially adopt the six-year plan, which shall then be considered the official plan of the county.

At least once in each calendar year in which a proposed new funding allocation is greater than \$100,000, representatives of the Department in charge of the secondary state highway system in each county, or some representative of the Department designated by the Commissioner of Highways, shall meet with the governing body of each county in a regular or special meeting of the local governing body for the purpose of preparing a budget for the expenditure of improvement funds for the next fiscal year. The representative of the Department shall furnish the local governing body with an updated estimate of funds, and the board and the representative of the Department shall jointly prepare the list of projects to be carried out in that fiscal year taken from the six-year plan by order of priority and following generally the policies of the Board in regard to the statewide improvements to the secondary state highway system. In any year in which a proposed new funding allocation is greater than \$100,000, such list of priorities shall then be presented at a public hearing duly advertised in accordance with the procedure outlined in this section, and comments of citizens shall be obtained and considered. Following this public hearing, the board, with the concurrence of the representative of the Department, shall adopt, as official, a priority program for the ensuing year, and the Department shall include such listed projects in its secondary highways budget for the county for that year.

At least once every two years following the adoption of the original six-year plan, the governing body of each county, together with the representative of the Department, may update the six-

year plan of the county by adding to it and extending it as necessary so as to maintain it as a plan encompassing six years. Whenever additional funds for secondary highway purposes become available, the local governing body may request a revision in its six-year plan in order that such plan be amended to provide for the expenditure of the additional funds. Such additions and extensions to each six-year plan shall be prepared in the same manner and following the same procedures as outlined herein for its initial preparation. Where the local governing body and the representative of the Department fail to agree upon a priority program, the local governing body may appeal to the Commissioner of Highways. The Commissioner of Highways shall consider all proposed priorities and render a decision establishing a priority program based upon a consideration by the Commissioner of Highways of the welfare and safety of county citizens. Such decision shall be binding.

Nothing in this section shall preclude a local governing body, with the concurrence of the representative of the Department, from combining the public hearing that may be required pursuant to this section for revision of a six-year plan with the public hearing that may be required pursuant to this section for review of the list of priorities, provided that notice of such combined hearing is published in accordance with procedures provided in this section.

All such six-year plans shall consider all existing highways in the secondary state highway system, including those in the towns located in the county that are maintained as a part of the secondary state highway system, and shall be made a public document.

If any county cancels any highway construction or improvement project included in its six-year plan after the location and design for the project has been approved, such county shall reimburse the Department the net amount of all funds expended by the Department for planning, engineering, right-of-way acquisition, demolition, relocation, and construction between the date on which project development was initiated and the date of cancellation. To the extent that funds from secondary highway allocations have been expended to pay for a highway construction or improvement project, all revenues generated from a reimbursement by the county shall be deposited into that same county's secondary highway allocation. The Commissioner of Highways may waive all or any portion of such reimbursement at his discretion.

The provisions of this section shall not apply in instances where less than 100 percent of the right-of-way is available for donation for unpaved highway improvements.

Code 1950; 1970, c. 322, § 33.1-70.01; 1977, c. 578; 1979, c. 64; 1981, c. 240; 1993, c. 802; 2001, cc. 105, 130; 2005, c. 645; 2011, cc. 434, 493; 2014, c. 805; 2015, c. 684; 2019, cc. 81, 400; 2023, cc. 506, 507.

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

Code of Virginia

Title 33.2. Highways and Other Surface Transportation Systems

Subtitle II. Modes of Transportation: Highways, Bridges, Ferries, Rail, and Public Transportation

Chapter 3. Highway Systems

Article 3. Secondary State Highway System

## § 33.2-332. Requesting Department of Transportation to hard-surface secondary highways; paving of certain secondary highways within existing rights-of-way; designation as Rural Rustic Road

A. Whenever the governing body of any county, after consultation with personnel of the Department, adopts a resolution requesting the Department to hard-surface any secondary highway in such county that carries 50 or more vehicles per day with a hard surface of width and strength adequate for such traffic volume, the Department shall give consideration to such resolution in establishing priority in expending the funds allocated to such county. The Department shall consider the paving of highways with a right-of-way width of less than 40 feet under this subsection when land is, has been, or can be acquired by gift for the purpose of constructing a hard-surface highway.

B. Notwithstanding the provisions of subsection A, any unpaved secondary highway that carries at least 50 but no more than 750 vehicles per day may be paved or improved and paved within its existing right-of-way or within a wider right-of-way that is less than 40 feet wide if the following conditions are met:

1. The governing body of the county in which the highway is located has requested paving of such highway as part of the six-year plan for the county under § 33.2-331 and transmitted that request to the Commissioner of Highways; and

2. The Commissioner of Highways, after having considered only (i) the safety of such highway in its current condition and in its paved or improved condition, including the desirability of reduced speed limits and installation of other warning signs or devices; (ii) the views of the residents and owners of property adjacent to or served by such highway; (iii) the views of the local governing body making the request; (iv) the historical and aesthetic significance of such highway and its surroundings; (v) the availability of any additional land that has been or may be acquired by gift or other means for the purpose of paving such highway within its existing right-of-way or within a wider right-of-way that is less than 40 feet wide; and (vi) environmental considerations, shall grant or deny the request for the paving of such highway under this subsection.

C. Notwithstanding the provisions of subsections A and B, the governing body of any county, in consultation with the Department, may designate a highway or highway segment as a Rural Rustic Road, provided such highway or highway segment is located in a low-density development area and has an average daily traffic volume of no more than 1,500 vehicles per day. For a highway or highway segment so designated, improvements shall utilize a paved surface width based on reduced and flexible standards that leave trees, vegetation, side slopes, and open drainage abutting the highway undisturbed to the maximum extent possible without compromising public safety. Any highway designated as a Rural Rustic Road shall be subject to § 62.1-44.15:34. The Department, in consultation with the affected local governing body, shall first consider the paving of a highway or highway segment meeting the criteria for a Rural Rustic Road

in accordance with this subsection before making a decision to pave it to another standard as set forth in this section.

D. The Commonwealth and its agencies, instrumentalities, departments, officers, and employees acting within the scope of their duties and authority shall be immune for damages by reason of actions taken in conformity with the provisions of this section. Immunity for the local governing body of any political subdivision requesting paving under this section and the officers and employees of any such political subdivision shall be limited to that immunity provided pursuant to § 15.2-1405.

1973, c. 360, § 33.1-70.1; 1977, c. 578; 1985, c. 440; 1997, cc. 715, 729; 1999, cc. 306, 320; 2001, cc. 355, 366; 2002, c. 414; 2003, c. 599; 2006, c. 546; 2008, c. 195; 2011, c. 400; 2013, cc. 756, 793; 2014, c. 805.

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

## Amanda Spivey

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**From:** Brown, Robert G. (VDOT) <Robert.Brown@VDOT.Virginia.gov>  
**Sent:** Thursday, March 28, 2024 4:35 PM  
**To:** Amanda Spivey  
**Cc:** Candy McGarry; Sayre, Jeffery D. (VDOT); Brown, Daniel J., P.E. (VDOT)  
**Subject:** Draft FY25- 30 Nelson County Secondary Road Six Year Improvement Plan and Unpaved Road Priority List  
**Attachments:** Nelson County - GenMod - FY25-FY30 (1).xlsx; FY 25-30 Nelson Co. Rural Rustic Unpaved Rpad Priority List.xlsx

Amanda,

Please find attached drafts of the Nelson County Secondary Road Six Year Improvement Plan and the Nelson County Unpaved Road Priority List. It should be noted that there are no projects shown on the Unpaved Road Priority List. We were able to fund all projects on the FY 24- 29 Unpaved Road List into the Draft FY 25- 30 Nelson County Secondary Road Six Year Improvement Plan.

I can advise the BOS to add any projects to the Unpaved Road Priority List. I will recommend some projects that VDOT considers a priority.

Please advise if you have any questions or need additional information.

Sincerely,  
Robert,



**Robert Brown**

*Residency Administrator / Appomattox Residency*

Virginia Department of Transportation

434-352-6674

[robert.brown@VDOT.Virginia.gov](mailto:robert.brown@VDOT.Virginia.gov)

NELSON COUNTY RURAL RUSTIC PRIORITY LIST FY25-FY30

PRIORITY	UPC	ROUTE	STREET NAME	START LOCATION	START STATE MILEPOINT	END LOCATION	END STATE MILEPOINT	LENGTH	ESTIMATE	PLANNED CN SEASON	Previous Yr Allocations		FY25 Allocations		FY26 Allocations		FY27 Allocations		FY28 Allocations		FY29 Allocations		FY30 Allocations		Total Programmed	Difference
											Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees	Unpaved	Tele-Fees		
2.01	121341	674	COW HOLLOW ROAD	RTE 780	4.300	RTE 56	5.430	1.100	\$ 197,838	2024	179,663		671,748	36,186	454,996	36,186	454,996	36,186	454,996	36,186	454,996	36,186	414,881	36,186	197,838	-
									150,000				47,838													
2.02	121342	623	DAVIS CREEK ROAD	DEAD END	0.880	RTE 625	2.640	1.700	\$ 399,168	2024	29,663		369,505												399,168	-
2.03	T29348	646	HUNTING LODGE RD	RTE 604		RTE 645		2	\$400,000	2025			154,405		245,595										400,000	-
2.04	T29349	674	JENNYS CREEK RD	RTE 56		RTE 151		1.2	\$250,000	2025			100,000		150,000										250,000	-
2.05	T29354	606	BUFFALO STATION RD	RTE 626		1.4 MILE EAST OF RTE 626		1.4	\$260,000	2026					29,401		230,599								260,000	-
2.06	T29356	667	FORT MOUNTAIN RD	1.29 MILE NORTH OF RTE 56		2.29 MILE NORTH OF RTE 56		1	\$225,000	2026				30,000		195,000									225,000	-
2.07	T29358	629	GULLEYSVILLE LN	RTE 634		DEAD END		1.27	\$200,000	2027						15,397		184,603							200,000	-
2.08	T29359	613	BERRY HILL RD	RTE 788		1.10 MILE SOUTH OF RTE 788		1	\$200,000	2027						14,000		186,000							200,000	-
2.09	T29361	640	WHEELERS COVE RD	RTE 620		1.50 MILE SOUTH OF RTE 620		1.5	\$300,000	2028							84,393		215,607						300,000	-
2.10	T29363	764	WALK AROUND LN	RTE 628		DEAD END		0.6	\$150,000	2028									150,000						150,000	-
2.11	T29364	721	GREEN FIELD DR	.70 MILES NORTH OF RTE 626		2.8MILE NORTH OF RTE 626		2.1	\$450,000	2029											89,389		360,611		450,000	-
2.12	T29366	648	EAGLE MOUNTAIN DRIVE	RTE 703		RTE 56		0.5	\$150,000	2029									23,358		36,186		54,270	36,186	150,000	-
											-	-	-	36,186	-	36,186	-	36,186	-	12,828	-	-	-	-		

close out 07/01/2024

Nelson County  
Rural Rustic Draft Priority List - FY25/30

PRIORITY	ROUTE	NAME	FROM	TO	LENGTH	TC - VPD
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Estimates based on  
\$250,000 per mile

Nelson County  
Rural Rustic Priority List FY24/29

Approved 5/9/23

PRIORITY	ROUTE	NAME	FROM	TO	LENGTH	TC - VPD	NOTES
1	646	Hunting Lodge Road	Rte 604	Rte 645	2.00 Mi	50	\$400,000
2	674	Jennys Creek Rd	Rte 56	Rte 151	1.2 Mi	60	\$250,000
3	606	Buffalo Station	Rte 626	1.4 Mi East	1.4 Mi	60	\$260,000
4	667	Fork Mt	1.29 Mi North Rt 56	2.29 Mi N	1.00 Mi	130	\$225,000
5	640	Wheelers Cove Rd	Rte 620	1.50 Mi	1.5 Mi	80	\$200,000
6	613	Berry Hill Rd	Rte 788	1.10 Mi S	1.00 Mi	60	\$200,000
7	629	Gullysville Lane	Rte 634	Dead End	1.27 Mi	60	\$300,000
8	764	Walk Around Ln	RTE 628	Dead End	0.60 Mi	50	\$150,000
9	721	Green Field Dr	.70 Mi N RTE 626	2.8 Mi N	2.1 Mi	70	\$450,000
10	648	Eagle Mtn Dr	Rte 703	Rte 56	0.5	70	\$150,000
							\$2,585,000

Estimates based on  
\$200,000- \$250,000  
per mile



# Discussion Materials | Bank RFP Results

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## Nelson County, Virginia



April 2024



- Davenport’s Debt Capacity/Affordability Analysis has included two (2) projects that are moving forward at this time, including:
  - The construction of a new facility that will house the County’s Department of Social Services (the “DSS Building”) estimated to cost \$9.5 Million; and
  - The renovation of Nelson County High School estimated to cost \$25.0 Million (with \$2.5 Million of that amount funded from a grant that has already been awarded for the project).
  
- On behalf of the County, Davenport distributed a request for proposals (“RFP”) to over 100 local, regional, and national banks for two (2) Tax-Exempt Lease Revenue Bond Anticipation Notes (the “2024 Notes”), as follows:
  - A \$2.5 Million\* Lease Revenue Bond Anticipation Note, Series 2024A, (the “2024A Note”) that would fund initial costs related to the renovation of Nelson County High School; and
  - A \$1.7 Million\* Lease Revenue Bond Anticipation Note, Series 2024B, (the “2024B Note”) that would fund initial costs related to the construction of the DSS Building.



# Overview | Bank RFP Process (*Continued*)

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- The RFP requested proposals for a direct bank loan with a final maturity in two (2) years that only require payments of interest until the two-year term is complete.
  - A structure of this nature allows the County to fund design and architectural work that is ongoing or will occur leading up to the permanent financing of these projects in late CY 2024 or early CY 2025.
  - This approach also allows the County to take advantage of the current investment environment for its general funds (i.e., maximizing interest earnings).
  - At that time, the Interim Financing would be paid off from proceeds of the permanent financing, converting it from a short-term to a long-term borrowing.
  
- The RFP contemplated the use of Tye River Elementary School as collateral for the 2024 Notes.
  
- As has previously been done in the County (most recently in 2022), the legal framework in Virginia for a financing that utilizes real property as collateral would require the inclusion of the Economic Development Authority (“EDA”) as the conduit issuer.
  - Under this structure, the County would make the payments on the loan, and the EDA’s only role would be ‘on paper’, with no financial commitment required of the EDA.



# Proposal Comparison

- Ahead of the deadline on March 25, the County received proposals from four (4) banks:
  - A summary of the proposed interest rates and key terms is shown below.

	First National	Truist Bank	U.S. Bank	Webster Bank
<b>2024A Note</b>				
Proposed Interest Rate	4.70%	5.05%	5.08%	4.645%
Annual Interest Cost	\$117,500	\$126,250	\$127,000	\$116,125
<b>2024B Note</b>				
Proposed Interest Rate	4.70%	5.22%	5.08%	4.645%
Annual Interest Cost	\$79,900	\$88,740	\$86,360	\$78,965
<b>Key Terms</b>				
Prepayment	Any time, whole or part, no penalty	Any time after 6 months without penalty	Prepayable on May 1, 2025	Prepayable in whole after 18 months without penalty
Drawdown	Line of Credit OR All drawn at closing	All drawn at closing	All drawn at closing	All drawn at closing
Real Estate	Requires evidence of title or title search	Not specified	Not specified	Requires title search & insurance, env. Survey
Other Fees	Lender's Counsel \$7,500	Lender's Counsel \$8,000	Lender's Counsel \$5,000	Lender's Counsel \$5,000

Note: First National would allow for a Line of Credit (interest would only be paid on amounts drawn down). For the purposes of the comparison above, all funds are assumed to be drawn at closing.



# Recommendation & Next Steps

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- Davenport respectfully recommends that the County move forward with the First National Bank line of credit proposal because it meets all of the County’s goals and objectives for the financing, including:
  - Flexibility to prepay the 2024 Notes, in whole or part, at any time without penalty.
  - Ability to draw down funds as needed and only pay interest on those amounts drawn down.

Timing	Action
April 9	Board of Supervisors considers selecting winning proposal and final approvals.
April 10	EDA Board considers approval of documents and collateral.
April 11	School Board considers approval of documents and collateral.
By April 30	Close on the 2024 Notes.

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# Disclosure



The enclosed information relates to an existing or potential municipal advisor engagement.

The U.S. Securities and Exchange Commission (the “SEC”) has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC (“Davenport”) has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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BOARD OF  
SUPERVISORS

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North District

ERNIE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR  
West District

DR. JESSICA LIGON  
South District

CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

LINDA K. STATON  
Director of Finance and  
Human Resources

## RESOLUTION R2024-28 NELSON COUNTY BOARD OF SUPERVISORS AUTHORIZATION OF FINANCING

**WHEREAS**, the Board of Supervisors (the **“Board of Supervisors”**) of the County of Nelson, Virginia (the **“County”**) requested the County's financial advisor Davenport & Company LLC (the **“Financial Advisor”**) to prepare and distribute a request for proposals (the **“RFP”**) to obtain financing proposals to finance (a) the design, improvement, expansion, renovation, construction and equipping of public school facilities, including design work for renovation and improvements to Nelson County High School (the **“School Project”**) and (b) the design, improvement, expansion, renovation, construction and equipping of County office facilities, including design work for facilities to be used for building inspection, planning and zoning, and department of social services purposes (the **“County Project”** and, together with the School Project, the **“Projects”**);

**WHEREAS**, the Financial Advisor reviewed responses to the RFP for the financing of the Projects and along with County staff recommends that the Board of Supervisors accept the proposal (the **“Proposal”**) from First National Bank (the **“Lender”**) for such financing with a selected interest rate as set forth in such Proposal and subject to such other terms as set forth therein;

**WHEREAS**, the Board of Supervisors requests the Economic Development Authority of Nelson County, Virginia (the **“Authority”**) to (a) issue, offer and sell its lease revenue bond anticipation notes in an amount not to exceed \$2,500,000 for the School Project (the **“2024A Note”**) and in an amount not to exceed \$1,700,000 for the County Project (the **“2024B Note”** and together with the 2024A Note, the **“Notes”**) to finance the Projects and pay certain costs of issuing the Notes, (b) lease the Tye River Elementary School (the **“Leased Property”**) from the Nelson County School Board (the **“School Board”**) under a Ground Lease (as defined below), and in turn, lease the Leased Property to the County under a Lease Agreement (as defined below) and (c) secure the Notes by an assignment of its rights under such Lease Agreement (except the right to receive indemnification, to receive notices and to give consents and to receive its administrative expenses) and the Ground Lease under an Assignment Agreement (as defined below), which is to be acknowledged and consented to by the County, all in accordance with a Note Purchase Agreement (as defined below);

**WHEREAS**, there have been presented to this meeting drafts of the following documents (collectively, the **“Documents”**) in connection with the transactions described above, copies of which shall be filed with the records of the Board of Supervisors:

- a. a Ground Lease, dated as of April 15, 2024, among the County, the School Board and the Authority conveying to the Authority a leasehold interest in the Leased Property (the **“Ground Lease”**);
- b. a Lease Agreement, dated as of April 15, 2024, between the Authority and the County (the **“Lease Agreement”**) conveying to the County a leasehold interest in the Leased Property which is to be consented and agreed to by the School Board;

- c. a Note Purchase Agreement, dated as of April 15, 2024 among the Authority, the County and the Lender, pursuant to which the Notes are to be issued (**the “Note Purchase Agreement”**);
- d. an Assignment Agreement, dated as of April 15, 2024 between the Authority and the Lender, assigning to the Lender certain of the Authority’s rights under the Lease Agreement and the Ground Lease, which is to be acknowledged and consented to by the County and the School Board (**the “Assignment Agreement”**); and
- e. a Specimen 2024A Note and a Specimen 2024B Note.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Nelson, Virginia:

1. All costs and expenses in connection with the issuance of the Notes, including the Authority’s expenses, the fees and expenses of the County, and the fees and expenses of Sands Anderson PC as the County's Bond Counsel ("**Bond Counsel**"), the County Attorney, the Financial Advisor and the Lender, and other fees and expenses related thereto, for the sale of the Notes, shall be paid from the proceeds therefrom or other funds of the County.
2. The Board of Supervisors hereby instructs the Financial Advisor and Bond Counsel to take all such action as necessary or appropriate to accept the Proposal and conclude the purchase of the Notes, or either of them, by the Lender.
3. The following plan for financing the Projects is approved. The Authority shall use the proceeds from the issuance of the 2024B Note to finance the County Project and shall use the proceeds from the issuance of the 2024A Note to finance the School Project. The Authority shall lease the Leased Property from the School Board under the Ground Lease, and lease the Leased Property to the County under the Lease Agreement for a lease term not less than the term of the latest to mature of the 2024B Note and the 2024A Note at a rent sufficient to pay when due the interest and principal on the Notes. The obligation of the Authority to pay principal and interest on the Notes will be limited to rent payments received from the County under the Lease Agreement. The obligation of the County to pay rent under the Lease Agreement will be subject to the Board of Supervisors of the County making annual appropriations for such purpose. The Board of Supervisors on behalf of the County has adopted this resolution as its moral obligation to the repayment of the Notes and as a statement of its intent to consider the appropriation of funds sufficient to pay rent under the Lease Agreement annually during the term thereof. The Notes will be secured by an Assignment Agreement to the Lender as the holder thereof. If the Board of Supervisors exercises its right not to appropriate money for rent payments, the Lender may terminate the Lease Agreement or otherwise exclude the County from possession of the Property. The issuance of the Notes on the terms set forth in the Note Purchase Agreement is hereby approved.
4. The Board of Supervisors hereby approves the Proposal and the Documents. The Board of Supervisors approves the form of the 2024A Note in the principal amount of not to exceed \$2,500,000, with a fixed annual interest rate not to exceed 4.70% , and a maturity date of on or about May 1, 2026, subject to other terms as set forth therein with such changes, including but not limited to changes in the amounts, dates, payment dates and rates as may be approved by the officer executing it whose signature shall be conclusive evidence of his or her approval of the same. The Board of Supervisors further approves the form of the 2024B Note in the principal amount of not to exceed \$1,700,000, with a fixed annual interest rate not to exceed 4.70%, and a maturity date of on or about May 1, 2026, subject to other terms as set forth therein with such changes, including but not limited to changes in the amounts, dates, payment dates and rates as may be approved by the officer executing it whose signature shall be conclusive evidence of his or her approval of the same. The County Administrator or Chairman is hereby authorized to determine the final terms of each of the Notes, including, but not limited to the principal amount, maturity, number of Notes and amortization, whose determination shall be conclusive, as evidenced by his or her execution of the Documents to which the County is a party.



5. The Chairman or Vice Chairman of the Board of Supervisors, or either of them, and the County Administrator and Clerk of the Board of Supervisors are each hereby authorized and directed to execute the Documents and such other instruments, agreements and documents as are necessary to create and perfect a complete assignment of the rents and profits due or to become due in favor of the Lender, to encumber leasehold interests in the Leased Property for the benefit of the Lender, to issue the Notes or either of them, and to lease the Leased Property. The County hereby requests the Authority to issue the Notes pursuant to and in accordance with the Documents. The Board of Supervisors consents to Sands Anderson PC serving as bond counsel and acting in such capacity as well as Authority counsel in this financing.
6. The County represents and covenants that it shall not take or omit to take any action the taking or omission of which will cause the Notes to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (**the “Code”**) or otherwise cause the interest on the Notes to be includable in gross income for Federal income tax purposes under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the Authority or the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds from the sale of the Notes.
7. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.
8. All other acts of the officers of the County that are in conformity with the purposes and intent of this resolution and in furtherance of the plan of financing, the issuance and sale of the Notes and the financing of the Projects, are hereby approved and ratified.
9. The County by acceptance of this financing agrees to indemnify, defend and save harmless, to the extent permitted by law, the Authority, its officers, directors, employees and agents from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses in any way connected with the Authority, the issuance of the Notes or the lease of the Property.
10. Nothing in this Resolution, the Notes or any documents executed or delivered in relation thereto shall constitute a debt or a pledge of the faith and credit of the Authority or the County, and the Authority shall not be obligated to make any payments under the Note or the Documents except from payments made by or on behalf of the County under the Lease Agreement pursuant to annual appropriation thereof in accordance with applicable law.
11. This resolution shall take effect immediately.

ADOPTED THIS 9<sup>th</sup> DAY OF April, 2024.

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

**CERTIFICATION OF ADOPTION OF RESOLUTION**

The undersigned Clerk of the Board of Supervisors of the County of Nelson, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on April 9, 2024, by the Board of Supervisors with the following votes:

Aye:

Absent:

Nay:

Abstentions:

Signed this \_\_\_ day of April, 2024.

By: \_\_\_\_\_  
Clerk, Board of Supervisors

**EXEMPT FROM CLERK'S FEE PURSUANT TO VIRGINIA CODE SECTION 17.1-266**

**EXEMPT FROM RECORDATION TAXES PURSUANT  
TO VIRGINIA CODE SECTION 58.1-811.E**

**GROUND LEASE**

**THIS GROUND LEASE**, dated as of the 15<sup>th</sup> day of April, 2024 (the **“Ground Lease”**), is a deed of lease and is between and among the **COUNTY OF NELSON, VIRGINIA** (the **“County”**) and the **NELSON COUNTY SCHOOL BOARD** (the **“School Board”**), each as lessor and grantor for indexing purposes, and the **ECONOMIC DEVELOPMENT AUTHORITY OF NELSON COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (the **“Authority”**), as lessee and grantee for indexing purposes.

**WITNESSETH:**

**WHEREAS**, the Authority and the Board of Supervisors (the **“Board of Supervisors”**) of the County desire to finance (a) the design, improvement, expansion, renovation, construction and equipping of public school facilities, including design work for renovations and improvements to Nelson County High School (the **“School Project”**) and (b) the design, improvement, expansion, renovation, construction and equipping of County office facilities, including design work for facilities to be used for building inspection, planning and zoning, and department of social services purposes (the **“County Project”** and, together with the **School Project, the “Projects”**) and pay certain costs of issuance of the Notes (as defined below) through the issuance of the Notes;

**WHEREAS**, the Authority desires to acquire a leasehold interest in Tye River Elementary School, as more fully described in Exhibit A (the **“Leased Property”**) to provide funds to finance the Projects through the issuance by the Authority of its not to exceed (a) \$2,500,000 Lease Revenue Bond Anticipation Note, Series 2024A (to be issued for the School Project) and (b) \$1,700,000 Lease Revenue Bond Anticipation Note, Series 2024B (to be issued for the County Project) (**together, the “Notes”**); and

**WHEREAS**, the Authority, the County and First National Bank (the **“Lender”**) have entered into a Note Purchase Agreement, dated as of April 15, 2024 (the **“Note Purchase Agreement”**), to provide the terms for the issuance of the Notes, to provide funds to finance a portion of the Projects as described above and to pay costs of issuing the Notes; and

**WHEREAS**, the School Board hold the fee simple title to the Leased Property; and

**WHEREAS**, the School Board desire to lease the Leased Property to the Authority and, in turn, such Leased Property will be leased to the County pursuant to a Lease Agreement,

Prepared by and return to:  
Sands Anderson PC  
Paul C. Jacobson, Esquire  
P.O. Box 1998  
Richmond, Virginia 23219  
(804) 648-1636  
VSB # 32517

between the Authority and the County, dated as of the date hereof (**the “Lease Agreement”**) to accomplish the financing of the Projects; and

**WHEREAS** the Authority desires to enter into this Ground Lease with the County in order to finance the Projects; and

**WHEREAS**, pursuant to Section 15.2-1800(B) of the Code of Virginia of 1950, as amended (**the "Virginia Code"**), the County is authorized to enter into leases of real property;

**WHEREAS**, pursuant to Section 22.1-129(B) of the Virginia Code, the School Board is authorized to enter into leases of real property;

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

**Section 1. Lease of Leased Property.** The School Board and, to the extent of its interest, the County, hereby demises and leases to the Authority, and the Authority hereby leases from the School Board and to the extent of its interest, the County, the Leased Property, together with all improvements now or hereafter located thereon or situated thereon, subject to the terms and provisions of this Ground Lease.

**Section 2. Term.** The term of this Ground Lease shall commence on the execution hereof and shall expire at 11:59 p.m., \_\_\_\_\_, 2031 (but only if all Rental Payments (as defined below) due under the Lease Agreement with respect to the Notes have been paid), unless such term is sooner terminated as hereinafter provided.

**Section 3. Rental.** The Authority shall pay to the County and the School Board, upon the execution hereof, as and for rental hereunder the sum of \$10.00 from the proceeds of the Notes and other valuable consideration upon the execution of this Ground Lease, receipt of which is hereby acknowledged, representing rental of the Leased Property in advance for the term of this Ground Lease.

**Section 4. Purpose.** The Authority shall use the Leased Property for leasing of the Leased Property to the County pursuant to the terms of the Lease Agreement, as well as for such purposes as may be incidental thereto; provided, however, that upon the occurrence of any event of default under the Lease Agreement (which is not cured within any applicable notice and cure period) or failure by the County to appropriate funds to make payments of Basic Rent and Additional Rent (each as defined in the Lease Agreement) (**together, the “Rental Payments”**), the Lender shall be entitled to use the Leased Property for any use in accordance with all applicable laws for the remainder of the term hereof and the Authority may exercise the remedies provided for in the Lease Agreement, subject to any limitations and conditions set forth therein.

**Section 5. Title to Leased Property.** The School Board represents and warrants that it is the owner in fee simple of the Leased Property and that its title is good and marketable. The County enters into this Ground Lease to the extent it has an interest in the Leased Property pursuant to Section 15.2-1800.1 of the Code of Virginia of 1950, as amended.

**Section 6. Assignment and Sublease.** The Authority may assign its rights under this Ground Lease or encumber its rights hereunder or sublet the Leased Property without the consent of the County and the School Board (a) in connection with the lease of the Leased Property pursuant to the Lease Agreement and any assignment of its rights under the Lease Agreement, (b) if the Lease Agreement is terminated for any reason, including without limitation, because of a failure of appropriation or (c) if an event of default under the Lease Agreement has occurred and is continuing. The Authority shall not assign its interest in this Ground Lease or encumber its rights hereunder or sublet the Leased Property without the consent of the Lender.

**Section 7. Fees and Expenses.** The County has agreed under the Lease Agreement to pay, subject to appropriation by the County, all reasonable expenses of the Authority arising out of the transactions contemplated by the Basic Agreements (as defined in the Lease Agreement).

**Section 8. Termination.**

(a) In the event the County makes all of the Rental Payments provided for in the Lease Agreement or upon the expiration of the stated term hereof, the leasehold estate of the Authority hereunder shall be transferred, conveyed and assigned by the Authority to the School Board. The Authority agrees, upon such transfer, conveyance, assignment and termination, to surrender the Leased Property to the School Board, or as instructed by the County, after taking all actions necessary by law to permit such transfer, conveyance and assignment and, upon the request of the County, to execute an appropriate instrument evidencing such transfer, conveyance and assignment.

(b) Neither the County nor the School Board shall not have the right to exclude the Authority from the Leased Property or take possession of the Leased Property other than pursuant to the Lease Agreement or to terminate this Ground Lease prior to the expiration of its term upon any default by the Authority of its obligations hereunder, except that if, upon payment by the County of all amounts specified in Section 4.12 of the Lease Agreement and satisfaction of all other obligations of the School Board thereunder, the Authority fails to convey its leasehold estate hereunder to the School Board, then the School Board shall have the right to terminate this Ground Lease, such termination to be effective 30 days after giving notice of such termination to the Authority and, itself, convey its interest in the Leased Property to the School Board. However, in the event of a default by the Authority hereunder, the County or the School Board may maintain an action for specific performance.

**Section 9. Quiet Enjoyment.** Subject to the Lease Agreement, the Authority at all times during the term of this Ground Lease shall peaceably and quietly have, hold and enjoy the entire leasehold estate created hereunder.

**Section 10. Notices.** All notices to be given under this Ground Lease shall be in writing and shall be deemed to have been given when delivered in person, when mailed by first class registered or certified mail, postage prepaid, or sent by recognized commercial delivery service, addressed (a) if to the Authority, P.O. Box 636, 8519 Thomas Nelson Highway,

Lovingston, Virginia 22949 (Attention: Chairman), or (b) if to the County, c/o Nelson County Administration Office, P.O. Box 336, 84 Courthouse Square, Lovingston, Virginia 2949 (Attention: County Administrator) or (c) if to the School Board, c/o Nelson County School Superintendent, P.O. Box 276, 84 Courthouse Square, Lovingston, Virginia 22949

**Section 11. Severability.** If any provision of this Ground Lease shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

**Section 12. Additional Provisions.** All costs and expenses in connection with the financing of the Projects and the issuance of the Notes, including the Authority's expenses, the fees and expenses of the County and its counsel, the fees and expenses of the Bond Counsel and the Lender and its counsel and other related costs of issuance, for the sale of the Notes, shall be paid for the proceeds therefrom as applicable, or other funds of the County. If for any reason the Notes is not issued, it is understood that all such expenses shall be paid by the County and that the Authority and the School Board shall have no responsibility therefor.

**Section 13. Indemnification.** The County, by acceptance of this financing under the Lease Agreement, has agreed to indemnify, defend and save harmless, to the extent permitted by law, the Authority and the School Board, its officers, members, directors, employees and agents from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses in any way connected with the issuance of the Notes.

**Section 14. Liability of Authority.** Notwithstanding any provision of this Ground Lease to the contrary, the obligations of the Authority under this Ground Lease are not general obligations of the Authority, but are limited obligations payable solely from payments of Basic Rent and Additional Rent, if any. No director or officer of the Authority shall be personally liable on the Authority's obligations hereunder.

**Section 15. Successors and Assigns.** This Ground Lease shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**Section 16. Counterparts.** This Ground Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same Ground Lease.

**Section 17. Governing Law.** This Ground Lease shall be governed by the laws of the Commonwealth of Virginia.

**Section 18. No Merger.** The reversionary and leasehold estates in and to the Leased Property created by this Ground Lease shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates by purchase or otherwise in the Authority, the County, the Lender, any lessee or any third party, unless the person holding both of such estates shall expressly elect in writing for them to merge.

**IN WITNESS WHEREOF**, the parties have caused this Ground Lease to be duly executed as of the date first above written, by their duly authorized representatives.

**ECONOMIC DEVELOPMENT AUTHORITY  
OF THE COUNTY OF NELSON, VIRGINIA**

By: \_\_\_\_\_  
Chairman

COMMONWEALTH OF VIRGINIA)  
COUNTY OF NELSON (AT LARGE))

The foregoing instrument was acknowledged before me in the County of Nelson, Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as Chairman of the Economic Development Authority of Nelson County, Virginia.

My commission expires: \_\_\_/\_\_\_/\_\_\_

My Commission ID number is \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**[Signature Page to Ground Lease]**

**COUNTY OF NELSON, VIRGINIA**

By: \_\_\_\_\_  
Chair, Board of Supervisors

COMMONWEALTH OF VIRGINIA)  
COUNTY OF NELSON (AT LARGE))

The foregoing instrument was acknowledged before me in the County of Nelson, Virginia, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, Chair of the Board of Supervisors of the County of Nelson, Virginia, on behalf of the County.

My Commission Expires: \_\_/\_\_/\_\_

My Commission ID number is \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**[Signature Page to Ground Lease]**



**NELSON COUNTY SCHOOL BOARD,**

By: \_\_\_\_\_  
Superintendent

COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me in \_\_\_\_\_, Virginia, this  
\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, Superintendent of the Nelson County  
School Board, on behalf of the School Board.

My Commission Expires: \_\_/\_\_/\_\_

My Notary Registration number is: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**[Signature Page to Ground Lease]**

## **Exhibit A**

### **Property Description**

All that certain real property located in Nelson County, Virginia and more particularly described as follows:

**LEASE AGREEMENT**

**between**

**ECONOMIC DEVELOPMENT AUTHORITY OF NELSON COUNTY, VIRGINIA**

**and**

**COUNTY OF NELSON, VIRGINIA**

**Dated as of April 15, 2024**

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**ALL BASIC RENT (AS DEFINED HEREIN) PAYABLE UNDER THIS LEASE HAS BEEN ABSOLUTELY ASSIGNED TO, AND IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF FIRST NATIONAL BANK, ITS SUCCESSORS OR ASSIGNS PURSUANT TO AN ASSIGNMENT AGREEMENT WITH THE ECONOMIC DEVELOPMENT AUTHORITY OF NELSON COUNTY, VIRGINIA AND FIRST NATIONAL BANK, DATED AS OF APRIL 15, 2024, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME.**

**This Lease Agreement is exempt from recording taxes under Section 58.1-807 of the Code of Virginia of 1950, as amended, pursuant to Section 58.1-811E of the Code of Virginia of 1950, as amended.**

**This Lease Agreement is exempt from clerk's fee pursuant to Section 17.1-266 of the Code of Virginia of 1950, as amended.**

Prepared by and return to:  
Paul C. Jacobson, Esquire  
Sands Anderson, PC  
P.O. Box 1998  
Richmond, Virginia 23219  
(804) 648-1636  
VSB# 32517

**THIS LEASE AGREEMENT**, dated as of April 15, 2024, is a deed of lease and is between the **ECONOMIC DEVELOPMENT AUTHORITY OF NELSON COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (**the “Authority”**) and grantor for indexing purposes and the **COUNTY OF NELSON, VIRGINIA**, a county and political subdivision of the Commonwealth of Virginia (**the “County”**) and grantee for indexing purposes;

**WITNESSETH:**

**WHEREAS**, the Authority is a political subdivision of the Commonwealth of Virginia duly created under the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (**the “Act”**);

**WHEREAS**, the Authority is authorized to exercise all the powers set forth in the Act, which include, among other things, the power to finance and lease facilities for use by a locality, to issue its revenue bonds, notes and other obligations from time to time for this purpose, and to pledge all or any part of the revenues to secure the payment of such obligations;

**WHEREAS**, the Authority and the Board of Supervisors (**the “Board of Supervisors”**) of the County desire to finance (a) the design, improvement, expansion, renovation, construction and equipping of public school facilities, including design work for renovation and improvement to Nelson County High School (**the “School Project”**) and (b) the design, improvement, expansion, renovation, construction and equipping of County office facilities, including design work for facilities to be used for building inspection, planning and zoning, and department of social services purposes (**the “County Project” and together with the School Project, the “Projects”**) as more fully described in **Exhibit A** to the Ground Lease (as defined below) and in **Exhibit B** hereto, for County purposes and to pay certain costs of issuance of the Notes (as defined below) through the issuance of the Notes;

**WHEREAS**, pursuant to a ground lease entered into between the Authority, the Nelson County School Board (**the “School Board”**) and the County as of the date hereof (**the “Ground Lease”**), the Authority is acquiring simultaneously with the execution hereof a leasehold interest in Tye River Elementary School, as more fully described in **Exhibit A** to the Ground Lease and in **Exhibit B** hereto (**the “Leased Property”**); and

**WHEREAS**, the Authority has agreed to cause the Projects to be acquired as provided for herein and to lease the Leased Property to the County and the County has agreed to finance costs of the Projects and to lease the Leased Property from the Authority.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, the parties hereto do hereby agree as follows:

**ARTICLE I.  
DEFINITIONS**

**Section 1.1 Definitions.** The following words as used in this Lease Agreement shall have the following meanings unless the context otherwise requires.

**“Additional Bond”** or **“Additional Note”** shall mean any bonds or notes issued to finance the development of facilities at or on Projects property or to refund the Notes or any Additional Bonds or Additional Notes, secured by rent from the lease of the Leased Property under a Supplemental Lease Agreement on a parity basis with the Notes and any other Additional Bonds and Additional Notes.

**“Additional Rent”** has the meaning given to it in Section 4.2(b).

**“Assignment Agreement”** shall mean the Assignment Agreement entered into as of the date hereof, by the Authority and First National Bank, relating to the assignment by the Authority of its rights under the Ground Lease and this Lease Agreement, and any and all amendments thereto, as acknowledged and consented to by the County.

**“Authority”** shall mean the Economic Development Authority of Nelson County, Virginia a political subdivision of the Commonwealth of Virginia, its successors and assigns.

**“Basic Agreements”** shall mean the Ground Lease, the Note Purchase Agreement, the Assignment Agreement, and this Lease Agreement.

**“Basic Rent”** shall mean the payments payable by the County pursuant to Section 4.2(a) during the Lease Term.

**“Board of Supervisors”** shall mean the Board of Supervisors of Nelson County, Virginia, as the governing body of the County.

**“Code”** shall mean the Internal Revenue Code of 1986, as amended, including applicable regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended.

**“County”** shall mean the County of Nelson, Virginia.

**“Environmental Laws”** shall mean all federal, state and local laws (including common or decisional law), statutes, ordinances and regulations relating to pollution or protection of human health or the environment (including without limitation ambient air, surface, water, ground water, wetlands, land surface or subsurface strata), including without limitation laws and regulations relating to emissions, discharges, releases or threatened releases of Hazardous Materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials. Environmental Laws include but are not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (**“CERCLA”**), the Federal Insecticide, Fungicide and Rodenticide Act, as amended (**“FIFRA”**), the Resource Conservation and Recovery Act, as amended (**“RCRA”**) and the Superfund Amendments and Reauthorization Act of 1986, as amended (**“TSCA”**).

**“Environmental Liabilities”** shall mean any and all obligations to pay the amount of any judgment or settlement, the cost of complying with any settlement, judgment or order for injunctive or other equitable relief, the cost of compliance, cleanup, remediation, response or other corrective action in response to any notice, demand or request from a governmental authority, the amount of any civil penalty or criminal fine, and any court costs and reasonable

amounts for attorney's fees, fees for witnesses and experts, and costs of investigation and preparation for defense of any claim or proceeding, regardless of whether such proceeding is threatened, pending or completed, that have been or may be asserted against or imposed upon the Authority, the County or the Leased Property and arise out of:

(a) Failure of the County or the Leased Property to comply at any time with all Environmental Laws;

(b) Presence of any Hazardous Materials on, in, under, at or in any way affecting the Leased Property at any time;

(c) A release at any time of any Hazardous Materials on, in, at, under or in any way affecting the Leased Property or at, on, in, under or in any way affecting any adjacent site or facility;

(d) Identification of the Authority, the School Board or the County as a potentially responsible party under CERCLA or under any Environmental Law similar to CERCLA;

(e) Presence of any above-ground and/or underground storage tanks, as defined in RCRA or in any applicable Environmental Law on, in, at, under or in any way affecting the Leased Property or on, in, at, under or in any way affecting any adjacent site or facility; or

(f) Any and all claims for injury or damage to persons or property arising out of exposure to Hazardous Materials originating at the Leased Property or resulting from operation thereof or located at the Leased Property or any adjoining property.

**“Ground Lease”** shall mean the Ground Lease between the County, the School Board and the Authority, entered into as of the date hereof, and any and all amendments thereto.

**“Hazardous Materials”** shall mean chemicals, pollutants, contaminants, wastes and toxic substances, including without limitation:

(a) Solid or hazardous waste, as defined in RCRA or in any Environmental Law;

(b) Hazardous substances, as defined in CERCLA or in any Environmental Law;

(c) Chemical substances and mixtures, as defined in TSCA or in any Environmental Law;

(d) Pesticides, as defined in FIFRA or in any Environmental Law; and

(e) Crude oil or fractions thereof, gasoline or any other petroleum product or byproduct, polychlorinated biphenols, asbestos, urea formaldehyde, fluorinated hydrocarbons and radon.

**“Lease Agreement”** shall mean this Lease Agreement and any and all amendments hereto.

**“Lease Term”** shall mean the duration of the leasehold estate created in the Leased Property as provided in Section 4.1.

**“Leased Property”** shall mean the real estate and building improvements thereon located in the County, as further described in **Exhibit A** to the Ground Lease and **Exhibit B** to this Lease Agreement.

**“Net Proceeds”** shall mean the gross proceeds from any insurance recovery or condemnation or eminent domain award in connection with the Leased Property less payments for attorney’s fees and other expenses incurred in the collection of such gross proceeds.

**“Notes”** shall mean the Authority’s (a) Lease Revenue Bond Anticipation Note, Series 2024A (to be issues for the County Project) and (b) Lease Revenue Bond Anticipation Note, Series 2024B ( to be issued for the School Project) issued pursuant to the Note Purchase Agreement to finance the Projects.

**“Noteholder”** shall initially mean First National Bank, as the purchaser of the Notes, and subsequently its successors and assigns.

**“Note Purchase Agreement”** shall mean that certain Note Purchase Agreement among the Authority, the County, and the Noteholder, dated as of April 15, 2024.

**“Payment of Basic Rent”** shall mean payment in full of all Basic Rent due and to become due to and including May 1, 2026.

**“Permitted Encumbrances”** shall mean, as of any particular time as to the Leased Property, (a) liens for taxes and special assessments not then delinquent, (b) liens for taxes and assessments which are delinquent but the validity of which is being contested in good faith and with respect to which the County or the School Board shall have set aside adequate reserves, unless thereby any of the Leased Property or the interest of the County or the School Board therein may be in danger of being lost or forfeited, (c) this Lease Agreement and any security interests or other liens created thereby, (d) mechanics’ and materialmen’s liens incident to construction or maintenance now or hereafter filed of record which are being contested in good faith and have not proceeded to judgment, provided that the County or the School Board shall have set aside adequate reserves with respect thereto, (e) restrictions, mineral rights, easements, rights of way, exceptions or reservations for the purpose of utilities (including but not limited to water and gas pipelines, sanitary and storm sewers, telephone lines, telegraph lines, power lines, substations and other facilities and equipment used in connection with such utilities), roads, streets, alleys, highways, railroads, dikes, canals, laterals, ditches, and other like purposes, or for the joint or common use of real property, in each case which do not materially impair the use of the Leased Property for the purposes for which it is or may reasonably be expected to be held, (f) such defects, irregularities, encumbrances, easements, rights of way and clouds on title as normally exist with respect to property owned or leased by the County or the School Board for essential governmental purposes and similar in character to the Leased Property and as will not, in an opinion of the County Attorney, impair the use of the Leased Property affected thereby for the purpose for which it is or may reasonably be expected to be held by the County or the School Board (and must be in form and substance reasonably acceptable to the Noteholder), (g) present

or future zoning laws and ordinances, and (h) liens, property interests and rights related to the Notes or any Additional Bonds or Additional Notes.

**"Projects"** shall mean the design, improvement, expansion, renovation, construction and equipping of the Leased Property.

**"School Board"** shall mean the Nelson County School Board.

**"Supplemental Lease Agreement"** shall mean any lease on parity with this Lease Agreement, under which any Additional Bonds or Additional Notes are issued.

**Section 1.2 Rules of Construction.** The following rules shall apply to the construction of this Lease Agreement unless the context otherwise requires:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Words importing the redemption or calling for redemption of the Notes shall not be deemed to refer to or connote the payment of the Notes at its stated maturity.

(c) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Lease Agreement.

(d) The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Lease Agreement nor shall they affect its meaning, construction or effect.

All references herein to payment of the Notes are references to payment of principal of and premium, if any, and interest on the Notes.

## **ARTICLE II. REPRESENTATIONS**

**Section 2.1 Representations by Authority.** The Authority makes the following representations:

(a) The Authority is a political subdivision of the Commonwealth of Virginia duly created by an ordinance of the County pursuant to the Act;

(b) The undertaking by the Authority (i) to finance a portion of the costs of the Projects and the costs of issuing the Notes and (ii) to lease the Leased Property to the County, has been authorized, in compliance with the Act and the Authority's Bylaws, by the affirmative vote of not less than a majority of the directors of the Authority present at a meeting at which a quorum was present and acting throughout;

(c) Pursuant to the Act, the Authority has full power and authority to enter into the Basic Agreements and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered the Basic Agreements and has issued the Notes;



(d) The execution, delivery and compliance by the Authority with the terms and conditions of the Basic Agreements will not conflict with or constitute or result in a default under or violation of, (1) the Act, the Authority's Bylaws or the ordinance creating the Authority, (2) any existing law, rule or regulation applicable to the Authority, or (3) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or other restriction of any kind to which the Authority or any of its assets is subject;

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any official, federal, state or local, is required in connection with the execution or delivery of or compliance by the Authority with the terms and conditions of the Basic Agreements;

(f) There is no litigation at law or in equity or any proceeding before any governmental agency involving the Authority pending or, to the knowledge of the Authority, threatened with respect to (1) the creation and existence of the Authority, (2) its authority to execute and deliver the Basic Agreements or the Notes, (3) the validity or enforceability of the Basic Agreements or the Authority's performance of its obligations thereunder, (4) the title of any officer of the Authority executing the Basic Agreements or the Notes, or (5) the power to finance the costs of the Projects; and

(g) The Authority is the owner of a leasehold estate in the Leased Property granted by the Ground Lease, which leasehold estate is being leased to the County pursuant to this Lease Agreement.

**Section 2.2 Representations by County.** The County makes the following representations:

(a) The County is a county and political subdivision of the Commonwealth of Virginia;

(b) The lease of the Leased Property to the County pursuant to this Lease Agreement will provide for the construction or has provided for the construction of certain capital projects that will serve functions which are essential to the proper operations of the County and the welfare of its residents;

(c) The County has full power and authority to enter into the Basic Agreements to which it is a party and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Basic Agreements;

(d) The County is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in an event of default thereunder;

(e) The County is not in default under or in violation of, and the execution, delivery and compliance by the County with the terms and conditions of the Basic Agreements to which it is a party will not conflict with or constitute or result in a default under or violation of,

(1) any existing law, rule or regulation applicable to the County, or (2) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the County or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation;

(f) No further approval, consent or withholding of objection on the part of any regulatory body or any official, federal, state or local, is required in connection with the execution or delivery of or compliance by the County with the terms and conditions of the Basic Agreements to which it is a party;

(g) There is no litigation at law or in equity or any proceeding before any governmental agency involving the County pending or, to the knowledge of the County, threatened with respect to (1) the authority of the County to execute and deliver the Basic Agreements to which it is a party, (2) the validity or enforceability of such Basic Agreements or the County's performance of its obligations thereunder, (3) the title of any officer of the County executing such Basic Agreements, (4) the power to finance a portion of the costs of the Projects, or (5) that will materially or adversely affect the County's financial condition or ability to occupy the Leased Property;

(h) There are no present or, nor to the knowledge of the County, past actions, activities, circumstances, conditions, events or incidents, including without limitation, any release of any Hazardous Materials which have not been appropriated, remediated or addressed, that could form the basis for assertion of any Environmental Liability with respect to the Leased Property against the County or the Authority. The County will comply with all Environmental Laws applicable to the County and the Leased Property, as they may exist from time to time. The County has not received any communication in any form from any governmental environmental authority alleging that the County, with respect to the Leased Property is not in compliance with any Environmental Law; and

(i) Until termination of the Lease Term, the County intends to operate the Leased Property, or to cause it to be operated and utilized by the School Board, as described in this Lease Agreement or for any other use which is permissible under the Act, the Code and the Code of Virginia of 1950, as amended. The County and the School Board will not use or occupy the Leased Property or permit any portion thereof to be used or occupied (i) contrary to any law or regulation in effect now or in the future (and without regard to any change of government policy) or (ii) in any manner which will (a) cause structural injury to any part of the Leased Property, (b) cause the value or the usefulness of the Leased Property to diminish (ordinary wear and tear excepted), (c) constitute a public or private nuisance or (d) result in waste to the Leased Property; nor will it do or permit anything to be done on or about the Leased Property that will affect, impair or contravene any policies of insurance that may be carried on the Leased Property or with respect to its use, or adversely impact the tax-exempt status of interest on the Notes or any Additional Bonds or Additional Notes for federal income tax purposes, if applicable, or the bank qualified status of the Notes.

### ARTICLE III.

#### CONSTRUCTION OF THE PROJECTS AND LEASING OF THE LEASED PROPERTY

**Section 3.1 Demise of Leased Property.** The Authority demises and leases to the County for use by the School Board and the County leases from the Authority, the Leased Property, for the term set forth in Section 4.1 and the Basic Rent and Additional Rent and in accordance with the terms of this Lease Agreement. The Authority hereby agrees to perform the obligations imposed upon it as lessee under the Ground Lease. Subject to the provisions of Articles VI and VII, the County shall be entitled to possession of the Leased Property during the term of this Lease Agreement.

Agreement to Finance, Construct and Develop the Projects. Contemporaneously with the execution and delivery hereof, the Authority shall issue the Notes to finance the County's construction of the Leased Property and a portion of the costs of the Projects, which amount, together with other funds the County expects to be available, the County reasonably believes to be sufficient to complete the Projects and pay the costs of issuing the Notes.

The County, as agent for the Authority, shall cause the Projects to be constructed, designed, equipped and developed and shall obtain or cause to be obtained all permits, approvals and consents necessary for completion of the Projects. Upon request of the Bondholder, the County shall provide copies of such permits, approvals and consents.

The County recognizes that since the Leased Property has been undertaken at the County's request and by contractors and suppliers selected by the County in accordance with plans and specifications prepared by architects or engineers selected by the County.

In order to effectuate the purposes of this Lease Agreement, the County or the School Board, as agent for the Authority, has made, executed, acknowledged and delivered, or caused to be made, executed, acknowledged and delivered, all contracts, orders, receipts, writings and instructions, in the name of the County, the School Board, or otherwise, with or to other persons, firms or corporations, and in general has done or caused to be done all such other things as may be requisite or proper for the occupation and use of the Leased Property and fulfillment of the obligations of the County under this Lease Agreement.

**THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY THAT THE COUNTY OR THE SCHOOL BOARD WILL HAVE QUIET AND PEACEFUL POSSESSION OF THE PROJECTS OR THE LEASED PROPERTY,** except that the Projects and the Leased Property are each free from encumbrances done, made or knowingly suffered by the Authority or anyone claiming by, through or under it. The County recognizes that since the Projects have been designed, constructed, equipped and furnished at the County's or the School Board's request and by contractors and suppliers selected by the County in accordance with plans and specifications prepared by architects or engineers selected by the County or the School Board, **THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECTS OR THEIR SUITABILITY FOR THE COUNTY'S OR SCHOOL BOARD'S PURPOSE OR NEEDS.**

**Section 3.3 Default in Contractor's Performance.** In the event of default of any contractor or subcontractor under any construction contract in connection with the Projects, the

County (or the School Board) will promptly proceed, either separately or in conjunction with others, to exhaust the remedies of the Authority or the County (or the School Board), as agent for the Authority, against the contractor or subcontractor in default and against each surety for the performance of such contractor. The County agrees to advise the Authority and the Noteholder, in writing, of the steps it intends to take in connection with any such default. The County (or the School Board) may, in good faith and at the expense of the County (or the School Board) in its own name or in the name of the Authority, by notice from the County (or the School Board) to the Authority and the Noteholder, prosecute or defend any action or proceeding or take any other action involving such contractor, subcontractor or surety which the County deems reasonably necessary, and in such event the Authority hereby agrees to cooperate fully with the County (or the School Board). Any amounts recovered by way of damages, refunds, adjustments or otherwise, net of reasonable expenses related thereto, in connection with the foregoing shall be paid subject to any requirements of the Code, to the County (or to the School Board), to reimburse the County (or the School Board) for any costs it incurred in connection with the foregoing and then to the Noteholder for payment of the Notes or any Additional Bonds.

**ARTICLE IV.  
LEASE TERM; PAYMENT OF RENTALS;  
MAINTENANCE; INSURANCE; CERTIFICATION AND TAXES**

**Section 4.1 Lease Term.** The Lease Term shall commence on the date of execution hereof and, unless sooner terminated in accordance with the provisions hereof, shall terminate at the later of (a) 11:59 p.m. on May 1, 2026, or (b) if all payments required by this Lease Agreement or in respect of the Notes (including any Additional Bonds or Additional Notes) have not been made on such date, the date on which all such payments shall have been made.

**Section 4.2 Rental Payments.**

(a) The County shall pay the Basic Rent to the Noteholder on behalf of the Authority, subject to Section 4.5, as shown on **Exhibit A**. During the Lease Term, commencing on November 1, 2024, and each May 1 and November 1 thereafter during the Lease Term, the County shall pay Basic Rent in the amount shown in the column “Total Debt Service” on **Exhibit A** hereto as it may be amended on the date such Basic Rent is due and subject to adjustment upon a Determination of Taxability (as defined in the Notes). Each Basic Rent Payment, which shall include an interest component (under the column labeled “Interest,” subject to adjustment as described in the preceding sentence), may include a principal component (under the column labeled “Principal”) as set forth on **Exhibit A**, and shall be paid in lawful money of the United States of America. In the event the County fails to make any Basic Rent payments when due, interest on the principal component of such Basic Rent shall accrue from such date until paid at the rate per annum that will yield the amount necessary to pay interest due on the Notes on the date the late payment of Basic Rent is made. Interest components of Basic Rent may be adjusted as provided in the Notes.

(b) The County shall also pay when due any additional rent (“**Additional Rent**”) which shall include amounts under Section 4.2(b), Section 4.2(c), Section 4.3 and Section 6.6 hereunder, as applicable, and otherwise as required by any obligations or agreements made hereunder or in connection with the Note Purchase Agreement, including but not limited to any amounts due to the United States of America as required by the arbitrage rebate requirements of Section 148 of the Code applicable to the Notes (**the “Rebate Amount”**). The

County shall, if necessary, calculate and timely pay as Additional Rent the Rebate Amount, if any, in amounts required by Section 148 of the Code and regulations promulgated thereunder, and the County and the Authority covenant to comply with all applicable requirements in this regard. The obligations of the County to make the payments of Basic Rent and Additional Rent, if any, and to perform and observe the other obligations and agreements contained herein shall be absolute and unconditional except as provided in Section 4.5.

(c) If the County fails to make any payment of Basic Rent or Additional Rent within 7 days after the date on which such payment(s) is due and payable hereunder, the County shall pay a late payment charge equal to five percent (5.00%) of the overdue payment(s).

**Section 4.3 Prepayment of Rentals; Option to Purchase.** The County may, on any date, at its option, elect by not less than 10 business days' prior written notice to the Noteholder and the Authority, make prepayment of the principal component of Basic Rent on the Notes, in whole or in part, in an amount equal to the principal component of Basic Rent so prepaid and any interest accrued on the amount prepaid to the redemption or prepayment date. The Noteholder shall apply the amounts so prepaid in such manner as shall be consistent with the provisions hereof to redeem, prepay or defease the Notes. Any such prepayment of principal components of Basic Rent paid plus interest accrued to the redemption or prepayment date shall be considered as Additional Rent hereunder.

**Section 4.4 Additional Bonds and Additional Notes.** Subject to the Noteholder's prior written consent, Additional Bonds and Additional Notes may be issued pursuant to a Supplemental Lease Agreement and shall be equally and ratably secured with the Notes without preference, priority or distinction; provided, however, that any moneys in any debt service reserve account that may be established shall secure only the applicable bond or note to which it applies, and provided further that any particular bonds or notes may have other security pledged to their payment.

**Section 4.5 Appropriations of Basic Rent and Additional Rent, if any.** The Board of Supervisors reasonably believes that funds sufficient to make all payments of Basic Rent and Additional Rent during the term of this Lease Agreement can be obtained. While recognizing that it is not empowered to make any binding commitment to make payments of Basic Rent and Additional Rent, if any, beyond the current fiscal year, the Board of Supervisors in authorizing the execution of this Lease Agreement has stated its intent to make annual appropriations sufficient to make the payments of Basic Rent and Additional Rent, if any, and it has recommended that future Boards of Supervisors continue to do so during the term of this Lease Agreement.

The Board of Supervisors anticipates that the need for the Leased Property will not change during the term of this Lease Agreement. Notwithstanding anything in this Lease Agreement to the contrary, the County's obligations to pay the cost of performing its obligations under this Lease Agreement, including without limitation its obligations to pay all Basic Rent and Additional Rent, shall be subject to and dependent upon appropriations being made from time to time by the Board of Supervisors for such purpose; provided, however, that the County Administrator or other officer charged with the responsibility for preparing the County's annual budget shall include in the budget for each fiscal year the amount of the Basic Rent and Additional Rent, if any, due during such fiscal year. Throughout the Lease Term, the County Administrator shall deliver to the Noteholder and the Authority within ten days after the adoption

of the budget for each fiscal year, but not later than July 10<sup>th</sup>, a certificate stating whether an amount equal to the Basic Rent and Additional Rent which will be due during the fiscal year beginning July 1<sup>st</sup> has been appropriated by the Board of Supervisors in such budget. If, by July 15, the Board of Supervisors has not appropriated Basic Rent for the then current Fiscal Year, the County Administrator shall give written notice to the Board of Supervisors of the consequences of such failure to appropriate, including the right of the Noteholder to terminate this Lease Agreement in accordance with Article VII.

**Section 4.6 Insurance.** The County (or the School Board) shall continuously maintain insurance against such risks and in such amounts as are customary for public bodies owning similar projects, including without limitation:

(a) public liability insurance to the extent of \$1,000,000 per occurrence against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of use thereof, arising out of the ownership, operation or occupation of the Leased Property;

(b) workers' compensation insurance with respect to the Leased Property;

(c) coverage to the extent of the full replacement cost of the Leased Property against loss or damage by fire or lightning, with broad form extended coverage, including damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally included within such coverage (limited only as may be provided in the standard form for such coverage at the time in use in the Commonwealth of Virginia), provided that during the period of construction of the Projects, the County may provide or cause to be provided in lieu of the insurance set forth above builders' risk or similar type of insurance to the full replacement cost thereof minus site work not normally insured; and

(d) comprehensive automobile liability insurance against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of use thereof, arising out of the ownership, maintenance or use of the Leased Property.

All such insurance shall be taken out and maintained with generally recognized responsible insurers selected by the County (or the School Board) and acceptable to the Noteholder and may be written with deductible amounts comparable to those on similar policies carried by other public bodies owning and operating similar facilities. The Noteholder may request an increase of coverages on a reasonable basis. If any such insurance is not maintained with an insurer licensed to do business in Virginia or placed pursuant to the requirements of the Virginia Surplus Lines Insurance Law Article, Chapter 1, Title 38.2, Code of Virginia of 1950, as amended, or any successor provision of law, the County shall provide evidence reasonably satisfactory to the Noteholder that such insurance is enforceable under the laws of the Commonwealth of Virginia. In each policy, other than policies of workers' compensation insurance, the Noteholder and the Authority shall be named as additional insureds to the extent their interests may appear. The policies of insurance required by subsection (c) above shall require that all Net Proceeds resulting from any claims be paid to the Noteholder and the County (or the School Board, as appropriate). The County hereby irrevocably assigns, transfers and sets over to the Noteholder all right, title and interest of the County, in such Net Proceeds; provided, however, if the Net Proceeds payable under any one claim shall not exceed \$250,000 and no event has occurred or is continuing that constitutes or that, by notice or lapse of time, or both,

would constitute an event of default under this Lease Agreement, such Net Proceeds shall be paid to the County (or the School Board, as appropriate) to be used for purposes set forth in Section 5.1(b)(1) or (2).

All such policies shall be deposited with the Noteholder, provided that in lieu of such policies there may be deposited with the Noteholder and the Authority a certificate or certificates of the respective insurers attesting to the fact that the insurance required by this Section is in full force and effect. Prior to the expiration of any such policy, the County (or the School Board, as appropriate) shall furnish the Noteholder and the Authority evidence satisfactory to the Noteholder and the Authority that the policy has been renewed or replaced or is no longer required by this Lease Agreement. Unless a policy with such an undertaking is available only at a cost which the County (or the School Board, as appropriate), with the approval of the Noteholder, determines to be unreasonable, each policy shall contain an undertaking by the insurer (in form commercially reasonable for similar insurers) that such policy shall not be modified adversely to the interests of the Noteholder or the Authority or cancelled without at least 30 days' prior notice to the Noteholder and the Authority.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the County (or the School Board, as appropriate) may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs; provided, however, that such alternative is reasonably acceptable to the Noteholder (based on a favorable written opinion of an independent insurance consultant having a favorable reputation for skill and experience in such work).

To the extent losses for any damage to the Leased Property, however caused, are paid from the Net Proceeds of any insurance required by this Section, no claim shall be made and no suit shall be brought against the County (or the School Board, as appropriate) by the Noteholder or anyone else claiming by, through or under it.

**Section 4.7 Maintenance; Expenses of Maintenance; Taxes.** Subject to Sections 4.5, 5.1 and 5.2, the County shall cause the School Board to maintain, preserve and keep the Leased Property, or cause the Leased Property, to be maintained, preserved and kept, in good condition. The County or the School Board shall not abandon the Leased Property, during the Lease Term except pursuant to Section 7.1. Subject to Section 4.5, the County or the School Board shall pay or cause to be paid, in addition to Additional Rent, all of the expenses of maintenance and operation of the Leased Property. The County shall cause the School Board to pay or cause to be paid any and all taxes and assessments payable with respect to the Leased Property.

**Section 4.8 Net Lease.** This Lease Agreement shall be deemed and construed to be a net lease, and during the Lease Term, the County shall pay Basic Rent and Additional Rent, if any, free of all deductions, diminutions and set-offs, and without abatement for casualty, loss of title, condemnation or any other reason whatsoever.

**Section 4.9 Proof of Payment of Taxes, etc.** The County shall pay (or cause the School Board to pay) all taxes, utility charges, insurance premiums, or other charges or payments required to be paid by the County under this Lease Agreement and furnish the Noteholder or the Authority, upon request, proof of payment of any taxes, utility charges,

insurance premiums, or other charges or payments required to be paid by the County under this Lease Agreement.

**Section 4.10 No Encumbrances.** The County shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, or the rights of the County and the Authority as herein provided, other than Permitted Encumbrances. Subject to Section 4.5, the County shall promptly and duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time.

**Section 4.11 Installation of County's Own Furnishings and Equipment.** The County or the School Board may from time to time, in its discretion and at its own expense, install furnishings and equipment at the Leased Property not financed with proceeds of the Notes. All furnishings and equipment so installed by the County or the School Board shall remain property of the County or the School Board in which neither the Authority nor the Noteholder shall have any interest and may be modified or removed at any time while the County is not in default under this Lease Agreement, except that all such furnishings and equipment shall be subject to a landlord's lien to the extent permitted under the laws of the Commonwealth of Virginia. Nothing contained in this Section shall prevent the School Board from purchasing furnishings and equipment and creating purchase money security interests therein pursuant to the Uniform Commercial Code of Virginia as security for the unpaid portion of the purchase price thereof, and each such security interest with respect to furnishings and equipment purchased by it under the provisions of this Section after the delivery of the Assignment Agreement shall, if appropriate financing statements are duly filed for record simultaneously with or prior to the installation of the Leased Property, or the furnishings and equipment covered thereby, be prior and superior to such landlord's lien. The County or the School Board shall pay as due the purchase price of and all costs and expenses with respect to the acquisition and installation of any furnishings and equipment installed by it pursuant to this Section.

**Section 4.12 Transfer at End of Lease Term.** The Authority's leasehold estate in the Leased Property shall be transferred, conveyed and assigned to the County after payment by the County of all payments then due and thereafter to become due through and including, \_\_\_\_\_, whether pursuant to Section 4.2 or 4.3, and Additional Rent, if any, subject to the taking of any actions required by law prior to such consequence, transfer or assignment.

**Section 4.13 Use of Proceeds.** Neither the County nor the Authority shall knowingly (a) take any action, or approve the making of any investment or use of the proceeds of the Notes (including failure to spend the same with due diligence) or taking any other action, which would cause the Notes to be a "arbitrage bonds" within the meaning of Section 148 of the Code or (b) barring unforeseen circumstances, approve the use of the proceeds from the sale of the Notes otherwise than in accordance with the Authority's "non-arbitrage" certificate given immediately prior to the issuance of the Notes.

**Section 4.14 Preservation of Tax Exempt Status of Interest, Representation, Warranties and Covenants.**

(a) General. The County shall not (and shall cause the School Board to not) sublease or convey the Leased Property or the Projects, or any portion thereof, to any entity other than the Commonwealth of Virginia, a city, a county or a town, or any agency or political subdivision



thereof, without an opinion of Bond Counsel that such sublease or other conveyance or availability would not adversely affect the status of the portion of the Basic Rent representing interest on the Notes as provided in Section 4.2 for federal income tax purposes. The County shall (or cause the School Board to) send notice to the Noteholder and the Authority of any sublease or conveyance of the Leased Property or the Projects or any portion thereof within 30 days of entering into such sublease or conveyance. The County and the Authority covenant that the Leased Property and the Projects shall not be used in a manner that would permit the proceeds of the Notes to be used in any manner that would result in (a) 10% or more of such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, provided that no more than 5% of such proceeds may be used in a trade or business unrelated to the County's or the School Board's use of the Leased Property or the Projects, (b) 5% or more of such proceeds being used with respect to any "output facility" (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the County receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Notes from being includable in the gross income for Federal income tax purposes of the registered owner thereof under existing law, the County, the School Board and the Authority need not comply with such covenants.

(b) **Incorporation of Tax and Non-Arbitrage Certificate.** The County hereby makes each of the representations, warranties and covenants contained in the Tax and Non-Arbitrage Certificate delivered with respect to the Notes. By this reference each such Tax and Non-Arbitrage Certificate is incorporated in and made a part of this Lease Agreement.

**Section 4.15 Certification as to Environmental Liabilities.** To the extent permitted by law, the County agrees to defend, indemnify and save harmless the Authority and the Noteholder from and against any and all Environmental Liabilities to which the Authority or the Leased Property is or may become subject or which may be alleged or asserted against the Noteholder or the Authority.

**Section 4.16. Recording and Filing.** The County will, at its expense, record a counterpart of this Lease Agreement, the Ground Lease and the Assignment Agreement in the Office of the Clerk of the Circuit Court of Nelson County, Virginia, on or before the date of delivery of the Notes or as otherwise directed by the Noteholder.

**Section 4.17. Subletting by County.**

(a) Subject to Section 4.14, the County or the School Board may sublease space in the Leased Property without the consent of the Authority and the Noteholder; provided, however, that no sublease will be made if it would (i) have any adverse effect upon or affect or reduce the County's obligations under this Lease Agreement, (ii) be to a party that could not under the Act be the lessee from the Authority of all or any portion of the Leased Property, or (iii) be contrary to law.

(b) Before any sublease is made, the County will cause to be delivered (or cause the School Board to deliver) to the Authority and the Noteholder an opinion of Bond Counsel that the use of such portion of the Leased Property by the sublessee will not cause the

interest on any of the Notes to be included in gross income for purposes of federal income taxation.

(c) No sublease will relieve the County from primary liability for any of its obligations under this Lease Agreement, and the County will continue to remain primarily liable for the payment of Basic Rent and for the observance and performance of all of the County's other agreements under this Lease Agreement in accordance with, and subject to, its terms, including without limitation, the non-appropriation provisions hereof.

(d) Each sublessee pursuant to this Section will, to the extent of the interest subleased to it, in writing (i) assume and agree to perform the obligations of the County under this Lease Agreement and (ii) agree to attorn to the Authority and any other successor in interest to the Authority (whether pursuant to this Lease Agreement, the Assignment Agreement or otherwise).

(e) The County will promptly deliver (or cause the School Board to promptly deliver) executed counterparts of each sublease pursuant to this Section to the Authority and the Noteholder.

## **ARTICLE V. DAMAGE, DESTRUCTION OR CONDEMNATION**

### **Section 5.1 Damage or Destruction.**

(a) The County shall notify the Noteholder and the Authority immediately in the case of damage to or destruction from fire or other casualty of the Leased Property, or any portion thereof during the Lease Term in an amount that the County determines in good faith will cost more than \$100,000 to repair, reconstruct and restore. If the County determines in good faith that such cost will not exceed \$250,000, the County, shall (1) retain the Net Proceeds with respect to such damage or destruction, (2) forthwith repair, reconstruct and restore such portion of the Leased Property so damaged or destroyed to substantially the same condition as it had existed prior to the event causing such damage or destruction, and (3) apply Net Proceeds retained by it to the payment or reimbursement of the costs of such repair, reconstruction and restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, reconstruction and restoration, the County shall, subject to Section 4.5, pay so much thereof as is in excess of such Net Proceeds.

(b) If the Leased Property, or any portion thereof is damaged or destroyed by fire or other casualty during the Lease Term and the County determines in good faith that the cost of repairing, reconstructing and restoring such damage or destruction will exceed \$250,000 then the County shall, upon the following conditions and within 90 days after the date such damage or destruction occurs, elect one of the following two options by giving notice of such election to the Noteholder and the Authority, and the Noteholder shall disburse such Net Proceeds in accordance with the option elected below:

(1) **Option A - Repair and Restoration.** The County may elect to repair, reconstruct and restore the Leased Property. If the County elects this Option A, then the County shall proceed forthwith to repair, reconstruct and restore the Leased Property or cause the School Board to repair, reconstruct or restore the Leased Property to substantially the same condition as

had existed prior to the event causing such damage or destruction, with such alterations and additions as the County may determine to be necessary or desirable and as will not impair the capacity or character of the Leased Property, for the purposes for which it had been used prior to such damage or destruction or is intended to be used. Upon any election of this Option A, the County and the Noteholder shall deposit all Net Proceeds held by it to such damage or destruction in a special account that shall be created by the Noteholder for the portion of the Leased Property as to which such Net Proceeds had been paid to the County. So long as the County is not in default under this Lease Agreement, the Noteholder, upon receipt of request of the County may apply so much as may be necessary of such Net Proceeds to payment of the cost of such repair, reconstruction and restoration, either on completion thereof or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such repair or reconstruction, the County shall pay, subject to Section 4.5, within 45 days of receipt of such Net Proceeds, so much of the cost thereof as may be in excess of such Net Proceeds to the Noteholder for deposit in a special account created by the Noteholder. The County shall not by reason of the payment of such excess cost be entitled to any (A) interest in the Leased Property which it did not possess prior to such payment, (B) reimbursement from the Authority or the Noteholder, or (C) abatement or diminution of Basic Rent or Additional Rent.

(2) **Option B - Prepayment of Basic Rent.** The County may elect to have such Net Proceeds applied to the prepayment of all or a portion of the principal component of Basic Rent, plus interest accrued to the date of prepayment set forth in Section 4.3, and after such election the Noteholder shall (upon receiving such Net Proceeds) redeem the Notes in the amount of such prepayment.

## **Section 5.2 Condemnation and Loss of Title.**

(a) In the case of a taking of all or any part of the Leased Property or any right therein under the exercise of the power of eminent domain or any loss of all or any part of the Leased Property because of loss of title thereto, or the commencement of any proceedings or negotiations which might result in such a taking or loss, the party upon whom notice of such taking is served or with whom such proceedings or negotiations are commenced or who learns of a loss of title shall give prompt notice to the other and to the Noteholder. Each such notice shall describe generally the nature and extent of such condemnation, taking, loss, proceedings or negotiations. All obligations of the County under this Lease Agreement (except obligations to pay Basic Rent when due) shall terminate as to the Leased Property or portion thereof as to which there is a loss of title or which is condemned or taken when such loss of title is finally adjudicated or when title thereto vests in the party condemning or taking the same, as the case may be (hereinafter referred to as the “**Termination Date**”). The County shall pay over to the Noteholder (and hereby irrevocably assigns, transfers and sets over to the Noteholder) all right, title and interest of the County in and to any Net Proceeds payable as to any such loss of title, condemnation or taking during the Lease Term. The Noteholder shall hold such Net Proceeds in accordance with the Note Purchase Agreement for disbursement or use by the County in accordance with the option elected below.

(b) In the event of any such loss of title, condemnation or taking, the County shall, upon the following conditions and within 90 days after the termination date therefor, elect either or both of the following two options by giving notice of such election to the Noteholder and the Authority:

(1) **Option A - Repairs, Restoration and Improvements.** The County may elect to have the Net Proceeds as to such loss of title, condemnation or taking used to repair, restore or reconstruct the Leased Property as to which there has been a loss of title, condemnation or taking to substantially its condition prior to such loss of title, condemnation or taking. Upon any exercise of this Option A, the Noteholder and the County shall deposit any such Net Proceeds held by it in a special account that shall be created by the Noteholder for the Leased Property as to which such Net Proceeds had been paid to the Noteholder. So long as an event of default has not occurred and is not continuing, the Noteholder, upon receipt of request from the County shall apply so much as may be necessary of the Net Proceeds received by it on account of such loss of title, condemnation or taking to payment of such repair, reconstruction or restoration (either on completion thereof or as the work progresses). If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the County shall pay, subject to Section 4.5, within 90 days of receipt of such Net Proceeds, so much of the cost thereof as may be in excess of such Net Proceeds to the Noteholder for deposit in a special account that shall be created by the Noteholder. The County shall not by reason of the payment of such excess cost be entitled to any (A) interest in the Leased Property which it did not possess prior to such payment, (B) reimbursement from the Authority or the Noteholder, or (C) abatement or diminution of the Basic Rent or additional rent, if any.

(2) **Option B - Prepayment of Basic Rent.** The County may elect to have the Net Proceeds payable as to any such loss of title, condemnation or taking applied to the prepayment of all or a portion of the principal component of Basic Rent, plus interest accrued to the date of prepayment as provided under Section 4.3 hereof, and, after such election, the Noteholder shall (upon receiving such Net Proceeds, to the extent and in the manner provided in the Note Purchase Agreement and to the extent of such Net Proceeds) such Net Proceeds shall be used to redeem the Notes or portion thereof available to be redeemed by such Net Proceeds.

(c) The Authority and the Noteholder shall, at the expense of the County cooperate fully with the County or the School Board in the contest of any prospective or pending condemnation proceedings or in any contest over title with respect to the Leased Property, or any part thereof and shall, to the extent they may lawfully do so, permit the County or the School Board to litigate, at the expense of the County or the School Board in any such proceeding in the name and behalf of the Authority. In no event shall the Authority settle, or consent to the settlement of, any prospective or pending condemnation proceedings, or proceedings as to title, with respect to the Leased Property or any part thereof without the consent of the County.

**Section 5.3 Application of Net Proceeds.** The Authority hereby directs the Noteholder to make payments from the proceeds received to pay the costs described in Sections 5.1(b)(1) and 5.2(b)(1) above.

**ARTICLE VI.**  
**EVENTS OF DEFAULT AND REMEDIES**

**Section 6.1 Events of Default.**

(a) The following shall be “events of default” under this Lease Agreement, and the terms “event of default” or “default” shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(1) Failure of the County to pay when due any payment of Basic Rent or Additional Rent;

(2) Failure of the County to pay when due any payment due under this Lease Agreement, other than payments under Sections 4.2 and 4.3, or to observe and perform any covenant, condition or agreement on its part to be observed or performed, which failure shall continue for a period of 30 days after notice is given, or in the case of any such default that cannot with due diligence be cured within such 30 day period but can be cured within the succeeding 60 days after notice is given, failure of the County to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence; or

(3) Bankruptcy or insolvency of the County, the appointment of a receiver of the Leased Property or failure by the County to lift any execution or attachment on the Leased Property, or any portion thereof, which failure shall continue for a period of 60 days after written notice is given, or in the case of any such default that cannot with due diligence be cured within such 60 days period but can be cured within the succeeding 60 days, failure of the County to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence.

(b) The provisions of the foregoing subparagraph (a)(2) are subject to the limitation that if by reason of force majeure the County is unable in whole or in part to perform any of its covenants, conditions or agreements hereunder other than those set forth in Sections 4.2, 4.5, 4.6, 4.7, 4.9 and 4.10, the County shall not be deemed in default during the continuance of such inability. The term “force majeure” as used herein shall include without limitation acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the Commonwealth of Virginia or any political subdivision thereof or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the County as applicable. The County shall remedy with all reasonable dispatch the cause or causes preventing the County from carrying out its covenants, conditions and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the County, and the County shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of any opposing party when such course is in the judgment of the County, not in its best interests.

(c) Notwithstanding anything contained in this Section to the contrary, failure by the County to pay when due any payment required to be made under this Lease Agreement or failure by the County to observe and perform any covenant, condition or agreement on its part to

be observed or performed under this Lease Agreement resulting from failure of the Board of Supervisors to appropriate moneys for such purposes, as described in Section 4.5, shall not constitute an event of default. Upon any such failure to appropriate, the provisions of Article VII shall be applicable.

**Section 6.2 Remedies.** Whenever any event of default shall have happened and is continuing, the Authority or the Noteholder, as assignee of the Authority may take any one or more of the following remedial steps, without further demand or notice: (a) declare the entire unpaid principal balance of Basic Rent due and thereafter to become due through and including August 1, 2027, immediately due and payable; (b) reenter and take possession of any part or all of the Leased Property, with or without terminating this Lease Agreement, exclude the County and the School Board from possession and sell or lease the County's leasehold estate in the Leased Property for the account of the County holding the County liable for all Basic Rent and other payments due up to the effective date of such sale or lease and for the difference between the purchase price, rent and other amounts paid by the purchaser or lessee pursuant to such sale or lease and the rents, interest calculated pursuant to subparagraph (a) above, and the Basic Rent and other amounts payable by the County hereunder; or (c) take whatever action at law or in equity may appear necessary or desirable to collect the Basic Rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Lease Agreement. In any of such cases, all rights and interests created or then existing in favor of the County as against the Authority hereunder shall cease and terminate, and the right to the possession of the Leased Property and all other rights acquired by the County hereunder shall revert to and revest in the Authority without any act of re-entry, or any other act of the Authority to be performed and without any right of the County of return, reclamation or compensation for moneys paid under this Lease Agreement as absolutely, fully and perfectly as if this Agreement and such payments had never been made; and in case of such default all payments theretofore made on this Lease Agreement are to be retained by and belong to the Authority as the agreed and reasonable rent of the Leased Property up to the time of such default. Any amounts received by the Authority pursuant to the foregoing provisions shall be applied first to costs, then to any unpaid interest and then to repayment of principal, and upon payment in full of all amounts due such excess shall be deposited with the Noteholder and credited to the next required payment.

**Section 6.3 Reinstatement after Event of Default.** Notwithstanding the exercise by the Authority of any remedy granted by Section 6.2, unless the Authority shall have sold its leasehold estate in the Leased Property or shall have entered into an agreement providing for the re-letting of the Leased Property for at least one year, if the balance of the Basic Rent shall have been accelerated pursuant to Section 6.2(a) and all overdue Basic Rent, together with any interest thereon, and all Additional Rent shall have been paid, then the County's default under this Lease Agreement shall be waived without further action by the Authority. Upon such payment and waiver, this Lease Agreement shall be fully reinstated and all Basic Rent payments will be due and payable in accordance with Exhibit A, and the County shall be restored to the use, occupancy and possession of the Leased Property; provided, however, if all or any part of the Leased Property have been re-let for less than one year, the County shall not be restored to the use, occupancy and possession thereof until the end of such lease.

**Section 6.4 No Remedy Exclusive.** No remedy conferred by this Lease Agreement upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other

remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof or acquiescence therein, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 6.5 No Additional Waiver Implied by One Waiver.** Failure by the Authority at any time to require performance by the County of any provision hereof shall in no way affect the Authority's right hereunder to enforce the same, nor shall any waiver by the Authority of any breach of any provision hereof be held to be a waiver of any succeeding breach or any such provision, or as a waiver of the provision itself.

**Section 6.6 Attorney's Fees and Other Expenses.** The prevailing party shall be entitled to reasonable fees of attorneys and other reasonable expenses in any action involved in the enforcement of any obligations under this Lease Agreement.

## **ARTICLE VII. TERMINATION OF LEASE**

**Section 7.1 Right to Terminate.** If as a result of failure of the Board of Supervisors to appropriate moneys for such purposes, any payments of Basic Rent or Additional Rent are not made when due, either party hereto or the Noteholder as assignee of the Authority shall have the right to terminate this Lease Agreement by giving notice of the exercise of its rights pursuant to this Section to the other party and the Noteholder. If the Authority terminates this Lease Agreement, its notice to the County and the Noteholder shall specify a date not sooner than 30 days and not later than 90 days thereafter for such termination.

**Section 7.2 Rights upon Termination.** Upon termination of this Lease Agreement, the Authority may exclude the County and the School Board from possession of the Leased Property and sell or lease the County's leasehold estate in the Leased Property, in the manner provided by and subject to Section 6.2(b) and the County must comply with its covenant contained therein.

**Section 7.3 Reinstatement after Termination.** Notwithstanding any termination of this Lease Agreement in accordance with Section 7.1, this Agreement shall be fully reinstated, and the County shall be restored to the use, occupancy and possession of the Leased Property if the conditions set forth in Section 6.3 are satisfied.

## **ARTICLE VIII. ASSIGNMENT AGREEMENT; AND AMENDMENTS**

**Section 8.1 Assignment Agreement.** Simultaneously with the execution of this Lease Agreement, the Authority has entered into the Assignment Agreement with the Noteholder. The County shall not be obligated to take any notice of any sale, assignment, pledge, mortgage, transfer or other disposition of any interest in this Lease Agreement by the Authority, unless such sale, assignment, pledge, mortgage, transfer or other disposition is undertaken in accordance with the Assignment Agreement.

**Section 8.2 Covenants of the County.** The County acknowledges and confirms all covenants and representations set forth with respect to the County in the Note Purchase Agreement and agrees to comply with all other obligations imposed upon it therein.

**Section 8.3 Assignment.** Simultaneously with the execution of this Lease Agreement, the Authority has entered into the Assignment Agreement by which the Authority assigns all of its rights in and to the Ground Lease and this Lease Agreement (except its rights to receive payment of its expenses and to receive notices) to the Noteholder for its benefit as the holder of the Notes. The County hereby (a) consents to such assignments, (b) agrees to execute and deliver such further acknowledgments, agreements and other instruments as may be reasonably requested by the Authority or the Noteholder to effect such assignment, (c) agrees to make all payments due to the Authority under this Lease Agreement directly to the Noteholder (except for payment of its expenses), subject to Section 4.5, and (d) agrees to comply fully with the terms of such assignment so long as such assignment is not inconsistent with the provisions hereof. All references herein to the Authority shall include the Noteholder for its benefit as the holder of the Notes and their successors and assigns, whether or not specific reference is otherwise made to the Noteholder, unless the context requires otherwise.

Notwithstanding the foregoing, no such assignment or reassignment (other than pursuant to the Assignment Agreement) of any of the Authority's right, title or interest in this Lease Agreement or the Leased Property shall be effective unless and until the County shall have received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for the holder of the Notes, it shall thereafter be sufficient that a copy of the trust instrument or agency agreement is no longer in effect. During the Lease Term, the County shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code.

**Section 8.4 Amendments.** This Lease Agreement may not be amended or modified by the County and the Authority without the prior written consent of the Noteholder. Furthermore, this Lease Agreement may be amended by the County and the Authority with the approval of the Noteholder by any Supplemental Lease Agreement relating to the issuance of Additional Bonds or Additional Notes.

**Section 8.5 No Merger.** So long as any Basic Rent remains unpaid and unless the Noteholder otherwise consents in writing, the fee simple and the leasehold estates in and to the Leased Property shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates by purchase or otherwise in the Authority, the Noteholder, the County, any lessee or any third party.

## **ARTICLE IX. MISCELLANEOUS**

**Section 9.1 Notices.** Unless otherwise provided in this Lease Agreement, all demands, notices, approvals, consents, requests, opinions and other communications under this Lease Agreement must be in writing and will be deemed to have been given when delivered in person, or by an overnight delivery service or other express courier service, or when mailed by registered or certified mail, postage prepaid, addressed (i) if to the Authority, c/o Nelson County Economic



Development Authority Office, P.O. Box 636, 8519 Thomas Nelson Highway,, Lovingson, Virginia 22949 (Attention: Chairman), (ii) if to the County, c/o Nelson County Administration Office, P.O. Box 366, 84 Courthouse Square, Lovingson, Virginia 22949 (Attention: County Administrator) and (iii) if to the Noteholder, at \_\_\_\_\_ (Attn: \_\_\_\_\_) and (iii) if to the School Board, c/o Nelson County School Superintendent, P.O. Box 276, 84 Courthouse Square, Lovingson, Virginia 22949. A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given under this Lease Agreement by either the Authority or the County to the other will also be given to the Noteholder. The Authority, the County and the Noteholder may, by notice given under this Lease Agreement, designate any additional or different addresses or persons to which subsequent demands, notices, approvals, consents, requests, opinions or other communications are to be sent.

**Section 9.2 Severability.** If any provision of this Lease Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

**Section 9.3 Amounts Remaining Under Note Purchase Agreement.** It is agreed by the parties to this Lease Agreement that any amount with respect to the Notes remaining in any fund or account created under the Note Purchase Agreement will, after payment of all amounts due from the County or the Authority pursuant to the Basic Agreements, belong to and be paid to the County.

**Section 9.4 Liability of Authority.** Notwithstanding any provision of the Notes or the Basic Agreements to the contrary, the obligations of the Authority under the Notes and the Basic Agreements are not general obligations of the Authority, but are limited obligations payable solely from payments of Basic Rent and Additional Rent, if any. No director or officer of the Authority shall be personally liable on the Authority's obligation hereunder. The Authority shall not be liable for the actions of the County, as its agent, or for any actions of the County under the Basic Agreements.

**Section 9.5 Successors and Assigns.** This Lease Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**Section 9.6 Counterparts.** This Lease Agreement may be executed in any number of counterparts, each of which shall be an original, together shall constitute but one and the same Lease Agreement; except that as to delivery of the original executed copy of this Lease Agreement as required by the Assignment Agreement, the counterpart containing the receipt therefor executed by the Noteholder following the signatures to this Lease Agreement shall be the original.

**Section 9.7 Entire Agreement.** The Basic Agreements express the entire understanding and all agreements between the parties and may not be modified except in writing signed by the parties.

**Section 9.8 Governing Law.** This Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

*[Remainder of this Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties have caused this Lease Agreement to be duly executed as of the date first above written.

**ECONOMIC DEVELOPMENT AUTHORITY  
OF NELSON COUNTY, VIRGINIA**

By: \_\_\_\_\_  
Chairman

COMMONWEALTH OF VIRGINIA)  
At Large )

The foregoing instrument was acknowledged before me in the County of Nelson, Virginia, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, Chairman of the Economic Development Authority of Nelson County, Virginia.

My commission expires: \_\_\_\_\_.

My Notary Registration number is \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**COUNTY OF NELSON, VIRGINIA**

By: \_\_\_\_\_  
Chair, Board of Supervisors

COMMONWEALTH OF VIRGINIA)  
At Large )

The foregoing instrument was acknowledged before me in the County of Nelson, Virginia, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, Chair of the Board of Supervisors of the County of Nelson, Virginia.

My commission expires: \_\_\_\_\_.

My Notary Registration number is: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CONSENT**

The foregoing Lease Agreement, dated as of \_\_\_\_\_, 2024, between the Economic Development Authority of Nelson County, Virginia and the County of Nelson, Virginia, is consented and agreed to.

NELSON COUNTY SCHOOL BOARD,

By: \_\_\_\_\_  
Superintendent

COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me in \_\_\_\_\_, Virginia, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, Superintendent of the Nelson County School Board, on behalf of the School Board.

My Commission Expires: \_\_/\_\_/\_\_

My Notary Registration number is: \_\_\_\_\_.

**RECEIPT**

Receipt of the foregoing original counterpart of the Lease Agreement, dated as of \_\_\_\_\_, 2024, between the Economic Development Authority of Nelson County, Virginia and the County of Nelson, Virginia, is hereby acknowledged.

\_\_\_\_\_

By: \_\_\_\_\_  
Title: [Chief Credit Officer and  
Senior Vice President]

**Exhibit A**

**Schedule of Basic Rent Payments**

## **Exhibit B**

### **Property Description**

All that certain real property located in Nelson County, Virginia and more particularly described as follows:

**TABLE OF CONTENTS**

**Page**

**ARTICLE I. DEFINITIONS ..... 1**  
    Section 1.1 Definitions..... 1  
    Section 1.2 Rules of Construction ..... 5

**ARTICLE II. REPRESENTATIONS..... 5**  
    Section 2.1 Representations by Authority ..... 5  
    Section 2.2 Representations by County ..... 6

**ARTICLE III. CONSTRUCTION OF THE PROJECTS AND LEASING OF THE  
LEASED PROPERTY..... 8**  
    Section 3.1 Demise of Leased Property ..... 8  
    Section 3.2 Agreement to Finance the Projects ..... 8  
    Section 3.3 Default in Contractor’s Performance ..... 8

**ARTICLE IV. LEASE TERM; PAYMENT OF RENTALS; MAINTENANCE;  
INSURANCE; CERTIFICATION AND TAXES..... 9**  
    Section 4.1 Lease Term..... 9  
    Section 4.2 Rental Payments..... 9  
    Section 4.3 Prepayment of Rentals; Option to Purchase ..... 10  
    Section 4.4 Additional Bonds and Additional Notes ..... 10  
    Section 4.5 Appropriations of Basic Rent and Additional Rent, if any; Declaration of  
Essentiality ..... 10  
    Section 4.6 Insurance ..... 11  
    Section 4.7 Maintenance; Expenses of Maintenance; Taxes ..... 12  
    Section 4.8 Net Lease ..... 12  
    Section 4.9 Proof of Payment of Taxes, etc ..... 12  
    Section 4.10 No Encumbrances ..... 13  
    Section 4.11 Installation of County’s Own Furnishings and Equipment..... 13  
    Section 4.12 Transfer at End of Lease Term ..... 13  
    Section 4.13 Use of Proceeds..... 13  
    Section 4.14 Preservation of Tax Exempt Status of Interest, Representation, Warranties and  
Covenants..... 13  
    Section 4.15 Certification as to Environmental Liabilities ..... 14

**ARTICLE V. DAMAGE, DESTRUCTION OR CONDEMNATION..... 15**  
    Section 5.1 Damage or Destruction ..... 15  
    Section 5.2 Condemnation and Loss of Title ..... 16

**ARTICLE VI. EVENTS OF DEFAULT AND REMEDIES ..... 18**  
    Section 6.1 Events of Default ..... 18  
    Section 6.2 Remedies ..... 19  
    Section 6.3 Reinstatement after Event of Default..... 19  
    Section 6.4 No Remedy Exclusive..... 19



Section 6.5	No Additional Waiver Implied by One Waiver .....	20
Section 6.6	Attorney’s Fees and Other Expenses .....	20
<b>ARTICLE VII. TERMINATION OF LEASE .....</b>		<b>20</b>
Section 7.1	Right to Terminate .....	20
Section 7.2	Rights upon Termination .....	20
Section 7.3	Reinstatement after Termination.....	20
<b>ARTICLE VIII. ASSIGNMENT AGREEMENT; AND AMENDMENTS .....</b>		<b>20</b>
Section 8.1	Assignment Agreement.....	20
Section 8.2	Covenants of the County.....	21
Section 8.3	Assignment .....	21
Section 8.4	Amendments .....	21
Section 8.5	No Merger.....	21
<b>ARTICLE IX. MISCELLANEOUS.....</b>		<b>21</b>
Section 9.1	Notices .....	21
Section 9.2	Severability .....	22
Section 9.3	Amounts Remaining Under Note Purchase Agreement .....	22
Section 9.4	Liability of Authority.....	22
Section 9.5	Successors and Assigns.....	22
Section 9.6	Counterparts.....	22
Section 9.7	Entire Agreement .....	22
Section 9.8	Governing Law .....	22

Testimonium  
Signatures  
Acknowledgements  
Receipt

Exhibit A - Schedule of Basic Rent Payments  
Exhibit B - Legal Description

## NOTE PURCHASE AGREEMENT

Dated as of April 15, 2024

Economic Development Authority  
of Nelson County, Virginia  
Lovingsston, Virginia

County of Nelson, Virginia  
Lovingsston, Virginia

**Economic Development Authority of Nelson County, Virginia**  
**\$2,500,000 Lease Revenue Bond Anticipation Note, Series 2024A**  
**\$1,700,000 Lease Revenue Bond Anticipation Note, Series 2024B**

Ladies and Gentlemen:

Acceptance and execution of this letter will confirm the agreement between the ECONOMIC DEVELOPMENT AUTHORITY OF NELSON COUNTY, VIRGINIA a political subdivision of the Commonwealth of Virginia (**the “Authority”**), the COUNTY OF NELSON, VIRGINIA, a county and political subdivision of the Commonwealth of Virginia (**the “County”**), and First National Bank (**the “Lender”**), concerning the purchase by the Lender of the Authority’s (a) \$2,500,000 Lease Revenue Bond Anticipation Note, Series 2024A (to be issued for the School Project) and (b) \$1,700,000 Lease Revenue Bond Anticipation Note, Series 20234B (to be issued for the County Project) (**together, the “Notes”**) dated as of \_\_\_\_\_, 2024, with principal amortizing, subject to optional redemption, and bearing interest at the rates as set forth in the form of the Notes attached as **Exhibit A**.

The proceeds of the Notes will be utilized to finance (a) the design, improvement, expansion, construction and equipping of public school facilities, including design work for renovation and improvements to Nelson County High School (**the “School Project”**) and (b) the design, improvements, expansion, renovation, construction and equipping of County office facilities to be used for building inspection, planning and zoning, and department of social services purposes (**the “County Project”**); and (b); and to pay certain costs of issuance of the Notes.

The Notes will be secured by an Assignment Agreement, dated as of April 15, 2024 (**“Assignment Agreement”**), whereby the Authority, as assignor, assigns to the Lender, as assignee, the rights of the Authority under the Ground Lease (as defined below) and the Lease Agreement (as defined below) (except the right to receive payment of certain expenses, if any, to receive indemnification and to receive notices) and shall be payable, to the extent moneys are not otherwise available therefor, solely from revenues to be derived by the Authority from rental

payments pursuant to a Lease Agreement, dated as of April 15, 2024 (the “**Lease Agreement**”). The Authority, the Nelson County School Board (the “**School Board**”) and the County will enter into a Ground Lease, dated as of April 15, 2024, (the “**Ground Lease**”) providing for the lease to the Authority of the Leased Property (as defined therein). **Hereinafter the Notes, the Lease Agreement, the Ground Lease, the Assignment Agreement and this Note Purchase Agreement shall be referred to as the “Documents.”**

## **Section 1. TERMS AND CONDITIONS**

Upon the terms and conditions and upon the basis of the representations set forth herein, the Lender hereby agrees to purchase from the Authority, and the Authority hereby agrees to sell to the Lender, the Notes at the purchase price of 100% of the aggregate principal amount thereof (the “**Purchase Price**”). The Notes shall be as described in, and shall have the terms and conditions, including but not limited to the payment dates for interest, principal and redemption or prepayment provisions, set forth in the form of the Notes attached as **Exhibit A** hereto and incorporated by this reference. The Documents providing for the issuance of and security for the Notes shall be in the forms heretofore delivered to us, with only such changes as shall be mutually agreeable to the Lender and the Authority.

## **Section 2. REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY**

The Authority represents, warrants and agrees with the Lender that:

(a) the Authority is duly organized and validly existing as an industrial development authority under the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the “**Act**”), and has the power and authority (1) to issue, sell and deliver the Notes to the Lender as provided herein, (2) to pay for the Projects for the County with the proceeds of the Notes and (3) to consummate all transactions contemplated by, and perform its obligations under, this Note Purchase Agreement and the other Documents;

(b) when delivered to, and paid for by the Lender at the Closing in accordance with the provisions of this Note Purchase Agreement, the Notes will have been duly authorized, executed, issued and delivered and will constitute a legal, valid and binding limited obligation of the Authority;

(c) the adoption of the Resolution (as defined below) and the execution and delivery of the Documents and compliance with the provisions thereof, under the circumstances contemplated hereby and thereby, do not and will not (1) violate the Constitution or laws of the Commonwealth of Virginia, including, without limitation, the Act, the ordinances creating the Authority, the Authority’s Bylaws or any other existing law, rule, regulation, order, writ, judgment, injunction, decree, or determination of any court, regulatory agency or other governmental unit by which the Authority is bound, or (2) conflict with, result in a breach of, or constitute a default under, any existing resolution, ordinance, indenture of trust or mortgage, loan or credit agreement, or any other existing agreement or instrument to which the Authority is a party or by which the Authority may be bound;

(d) the Authority has duly authorized, executed and delivered, and approved the performance by the Authority of its obligations contained in the Documents;

(e) prior to the Closing, all approvals, consents and orders, if any, of any governmental authority, board, agency or commission having jurisdiction over the Authority which would constitute a condition precedent to the performance by the Authority of its obligations hereunder and under the Notes and the other Documents have been obtained;

(f) no suit, action, proceeding or investigation is pending or, to the knowledge of the Authority, threatened against or affecting any of the Authority's properties, or against or affecting the Authority, before any court or governmental department, commission, board, bureau, agency or instrumentality which involves or would materially affect any of the transactions contemplated hereby or by the other Documents, or which, if determined adversely, could have a material adverse effect on (i) the organization or existence of the Authority, (ii) the execution and delivery by the Authority of the Documents, (iii) the performance by the Authority of its obligations under the Documents, (iv) the validity or enforceability of the Documents or the transactions contemplated thereby, (v) the title or authority of any Authority or County officials executing the Documents or other documents relating to the transactions contemplated thereby, or (vi) any authority or proceeding relating to the execution and delivery of the Documents on behalf of the Authority;

(g) no set of facts exists that, either immediately upon execution and delivery of any of the Documents or with the passage of time or giving of notice, or both, thereafter, would cause or lead to a default or Event of Default under any of such Documents;

(h) as of the Closing, the Authority will have complied with all the agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing other than those specified hereunder which have been waived by the Lender;

(i) the Authority has not created or suffered to be created or agreed to create or suffer to be created any lien, encumbrance or charge upon the revenues and funds, including but not limited to, the Basic Rent (as defined in the Lease Agreement) and Additional Rent (as defined in the Lease Agreement), if any, to be paid under the Lease Agreement and pledged to secure the Notes except the pledge, lien and charge for the security of the Notes, and covenants and agrees not to sell or allow the creation of any lien, encumbrance or charge upon such revenues and funds, until payment in full, or except in connection with financing or other action to accomplish the payment in full, of all interest, premium, if any, and principal of the Notes; and

(j) the representations and agreements of the Authority herein will be true and correct in all material respects as of the Closing.

### **Section 3. REPRESENTATIONS AND WARRANTIES OF THE COUNTY**

The County makes the following representations and warranties, all of which shall survive the delivery of the Notes:

(a) The County is a political subdivision of the Commonwealth of Virginia.

(b) The County has the power to enter into the Documents and by proper action, has duly authorized the Documents.

(c) The property financed by proceeds of the Note constitute “authority facilities” within the meaning of the Act, whose primary purposes will be for use as County facilities. The County has obtained or will obtain all licenses, permits and consents required for the use and occupancy of the Leased Property and the Project.

(d) The proceeds of the sale of the Note will be applied as described in the Note.

(e) The adoption of the County Resolution (as defined below) and the execution and delivery of the Documents and the performance by the County of its obligations thereunder will not conflict with or constitute a breach or result in a default under (i) any federal or Virginia constitutional or statutory provision, (ii) any agreement or other instrument to which the County is a party or by which it is bound, or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the County or its property.

(f) No consent, approval, authorization or order of any governmental or regulatory authority is required to be obtained by the County as a condition precedent to the execution and delivery by the County of the Documents or the performance by the County of its obligations thereunder.

(g) The County is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument under or subject to which any indebtedness has been incurred. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.

(h) The County is not in violation in any material respect of any existing law, rule or regulation applicable to it and is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the County is a party or by which it is bound or to which any of its assets are subject, and the execution and delivery by the County of the Documents and the compliance with the terms and conditions thereof will not conflict with or result in the breach of or constitute a default under any of the foregoing.

(i) There is no litigation at law or in equity, or any proceeding before any governmental agency, pending or, to the knowledge of the County, threatened, in which any liability of the County is not adequately covered by insurance or in which any judgment or order

directed to the County would have a material adverse effect upon the operations or assets of the County or affect the validity of (i) the organization and existence of the County, (ii) its authority to execute, deliver and perform its obligations under the Documents, (iii) the validity or enforceability of any such instruments or the transactions contemplated thereby, (iv) the titles of the officers who executed or will execute such instruments, or (v) any authority or proceedings relating to the execution and delivery of such instruments by the County.

(j) The audited financial statements of the County fairly present the County's financial condition as of the dates indicated and the results of its operations for the periods specified, and the County has no reason to believe that such summary and financial statements have not been prepared in accordance with generally accepted accounting principles consistently applied. There has been no material adverse change in the condition, financial or otherwise, of the County since June 30, 2023.

(k) no set of facts exists that, either immediately upon execution and delivery of any of the Documents or with the passage of time or giving of notice, or both, thereafter, would cause or lead to a default or Event of Default under any of such Documents.

(l) as of the Closing, the County will have complied with all the agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing other than those specified hereunder which have been waived by the Lender.

(m) the representations and agreements of the County herein will be true and correct in all material respects as of the Closing.

#### **Section 4. CLOSING**

At 10:00 a.m., Nelson County, Virginia time, on \_\_\_\_\_, 2024 (**the "Closing Date"**) or at such other time or date as the Authority, the County and the Lender shall mutually agree upon, the Authority will deliver or cause to be delivered to the Lender, at the offices of Sands Anderson PC, Richmond, Virginia, or at such other place as the Authority, the County and the Lender may mutually agree upon, the Notes in registered form, duly executed by the Authority and the Documents and other items required by subsection 5(b) below. Concurrently with the notification to the Lender that delivery of the Note has been made (**the "Closing"**), the Lender will accept such delivery and will cause the payment to the County on behalf of the Authority, by immediately available funds of [the Purchase Price of the Notes] [not less than \$\_\_\_\_\_ to be advanced as the first advance of the Purchase Price of the Series 2024A Note and not less than \$\_\_\_\_\_ to be advanced as the first advance of the Purchase Price of the Series 2024B Note] on the Closing Date as set forth in the Closing Memorandum prepared by Davenport & Company LLC, as financial advisor to the County (**the "Financial Advisor"**).

**Section 5. CONDITIONS PRECEDENT TO CLOSING**

The Lender has entered into this Note Purchase Agreement in reliance upon the Authority's representations and agreements herein and the performance by the Authority of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Lender's obligations under this Note Purchase Agreement are and shall be subject to the following further conditions:

(a) at the time of Closing, the Documents and the Notes shall have been duly executed and delivered by the parties thereto and shall be in full force and effect and the Documents and the Note shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Lender, and the Authority and the County shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Sands Anderson PC, Richmond, Virginia, Bond Counsel, shall be necessary in connection with the transactions contemplated hereby and thereby;

(b) at the Closing, the Lender shall receive in addition to the Notes and the Documents, the following:

(1) (A) the approving opinion, dated the date of Closing, in form and substance satisfactory to the Lender, of Bond Counsel; and (B) the opinion of the County Attorney and of special Authority Counsel, in the forms attached hereto as **Exhibits B and C**, with such changes in such opinion as Bond Counsel and the Lender shall approve;

(2) Such additional legal opinions, certificates, proceedings, instruments, and other documents, as the Lender or Bond Counsel may reasonably request to evidence (A) compliance by the Authority with legal requirements relating to the issuance of the Note, or the representations set forth in the Tax and Nonarbitrage Certificate, (B) the truth and accuracy, as of the date of Closing, of all representations herein contained, and (C) the due performance or satisfaction by the Authority and the County at or prior to such date of all agreements then to be performed and all conditions then to be satisfied as contemplated under this Note Purchase Agreement;

(3) Resolutions adopted by the Authority on \_\_\_\_\_, 2024 (**the "Resolution"**) and by the Board of Supervisors on \_\_\_\_\_, 2024 (**the "County Resolution"**), each authorizing the appropriate actions for this financing as approved by Bond Counsel; and

(4) Evidence that the Lease, Ground Lease and Assignment Agreement have been recorded in the County land records.

If the Authority shall be unable to satisfy the conditions to the Lender's obligations contained in this Note Purchase Agreement or if the Lender's obligations shall be terminated for any reason permitted by this Note Purchase Agreement, this Note Purchase Agreement shall

terminate, and neither the Authority, nor the Lender shall have any further obligations hereunder, except that (i) the representations and warranties of the Authority and the County set forth in Section 2 and Section 3, respectively, herein (as of the date made) will continue in full force and effect; and (ii) the obligations of the County to pay the expenses and costs set forth in Section 6 shall continue.

**Section 6.     EXPENSES AND COSTS**

The expenses incident to the issuance of the Notes, including the fees and expenses of Bond Counsel and the fees and expenses of special Authority Counsel, fees and expenses of the County Attorney, fees and expenses of the Financial Advisor and the fees and expenses of the Lender and its counsel, shall be paid from the proceeds of the Notes or other monies received by the Authority on behalf of the County, based on the Closing Memorandum of the Financial Advisor.

**Section 7.     DISBURSEMENTS OF PROCEEDS**

At Closing, the Lender will wire in immediately available funds, [the Purchase Price of the Notes] [a portion of the Purchase Price of the Notes] to pay certain costs of issuance of the Notes [and certain costs of the School Project and the County Project, each as defined in the County Resolution], as set forth in the Closing Memorandum prepared by the Financial Advisor. [The full proceeds of the Notes will be disbursed at Closing with no more than four disbursements made by the Lender on behalf of the County.] [Additional disbursement of the proceeds of the Notes shall be made upon filing of requisitions by the County with the Lender providing reasonable detail of the cost of the School Project or the County Project, as applicable, to be reimbursed to the County from such proceeds.]

**Section 8.     FINANCIAL STATEMENTS**

The County shall furnish to the Lender, annually during the term of the Notes, with financial statements of the County as soon as available but no later than 270 days after the end of the County's fiscal year, commencing with the fiscal year ending June 30, 2023. Such financial statements must be in a form and degree reasonably acceptable to the Lender and prepared in accordance with generally accepted accounting principles.

**Section 9.     OPTIONAL PREPAYMENT**

The County may, on any date, at its option, elect by not less than 10 business days' prior written notice to the Noteholder and the Authority, prepay the Notes in whole or in part, in an amount equal to the outstanding principal amount of the Notes to be prepaid and any interest accrued thereon to the redemption or prepayment date is so paid. [No additional advances of principal may be made after any such prepayment.]

**Section 10.    NOTICES**

Any notice or other communication to be given to the parties under this Note Purchase Agreement shall be in writing and shall be deemed delivered if delivered in person, sent by



certified mail, return receipt requested or sent by a recognized commercial delivery service to the parties as follows: if to the Authority, at P.O. Box 636, 8519 Thomas Nelson Highway, Lovingston, Virginia 22949; if to the County at P.O. Box 336, 84 Courthouse Square, Lovingston, Virginia 22949; and if to the Lender, to \_\_\_\_\_ (Attn: \_\_\_\_\_).

**Section 11. LIMITED BENEFIT; SURVIVABILITY**

This Note Purchase Agreement is made solely for the benefit of the Authority, the County and the Lender (including the successor or assigns of the Lender), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. All representations and agreements by the Authority, the County and the Lender in this Note Purchase Agreement shall survive the delivery of and payment for the Notes.

**Section 12. APPLICABLE LAW**

The rights and obligations of the parties to this Note Purchase Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia, exclusive of its conflicts of laws provisions.

**Section 13. ENTIRE UNDERSTANDING AND AMENDMENTS**

This Note Purchase Agreement expresses the entire understanding and agreement of the parties with respect to the Notes, superseding all prior agreements, whether oral or written, and may not be modified, except in writing, signed by the Lender, the County and the Authority.

**Section 14. COUNTERPARTS**

This Note Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature page follows]

Very truly yours,

**FIRST NATIONAL BANK**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ACCEPTED BY:

**ECONOMIC DEVELOPMENT AUTHORITY OF  
NELSON COUNTY, VIRGINIA**

By: \_\_\_\_\_  
Chairman

**COUNTY OF NELSON, VIRGINIA**

By: \_\_\_\_\_  
Chair

**EXHIBIT A**

**Form of Notes**

**[See Tab \_\_]**

**EXHIBIT B**

**Form of Opinion of County Attorney**

[See Tab #\_\_]

**EXHIBIT C**

**Form of Opinion of Authority Counsel**

[See Tab #\_\_]

**EXEMPT FROM CLERK'S FEE PURSUANT TO VIRGINIA CODE SECTION 17.1-266**

**EXEMPT FROM RECORDATION TAXES PURSUANT TO VIRGINIA CODE  
SECTION 58.1-811.E**

**ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT**, dated as of April 15, 2024, between the **ECONOMIC DEVELOPMENT AUTHORITY OF NELSON COUNTY, VIRGINIA** a political subdivision of the Commonwealth of Virginia (**the "Assignor"**) as grantor for indexing purposes and **FIRST NATIONAL BANK**, its successors or assigns as holder of the Notes (as described below) (**the "Assignee"**) as grantee for indexing purposes;

**W I T N E S S E T H:**

**WHEREAS**, the Assignor and the County of Nelson, Virginia (**the "County"**) and the Nelson County School Board (**the "School Board"**) have entered into the Ground Lease, as defined below, which provides that certain Leased Property, as defined below, is leased by the County to the Assignor;

**WHEREAS**, the Assignor, the County and the Assignee (**the "Assignee"**) have entered into a Note Purchase Agreement, dated as of the date hereof (**the "Note Purchase Agreement"**), which provides for the issuance of the Assignor's (a) \$2,500,000 Lease Revenue Bond Anticipation Note, Series 2024A and (b) \$1,700,000 Lease Revenue Bond Anticipation Note, Series 2024B (**together, the "Notes"**) payable from certain payments by the County for rent thereunder (**"Basic Rent," and, as applicable, "Additional Rent"**) for the lease of the Leased Property, as defined below and as described in a Lease Agreement, dated as of the date hereof, between the Assignor and the County (**the "Lease Agreement," together with this Assignment Agreement, the Ground Lease (as defined below) and the Note Purchase Agreement, the "Basic Agreements"**);

**WHEREAS**, the proceeds of the Notes will be utilized to finance the design, improvement, expansion, renovation, construction and equipping of the Projects (as defined in the Lease Agreement) and pay cost of issuance of the Notes; and

**WHEREAS**, the Ground Lease, dated as of April 15, 2024, between and among the Nelson County School Board, the County and the Assignor (**the "Ground Lease"**) provides for the County to lease Tye River Elementary School (**the "Leased Property"**) to the Assignor, and, the Lease Agreement provides for the Assignor to lease the Leased Property to the County and the County to lease the same from the Assignor.

**NOW, THEREFORE,** for and in consideration of the mutual covenants hereinafter contained and other valuable consideration, the receipt of which is acknowledged, the Assignor sells, assigns and delivers to the Assignee, its successors and assigns, all of its rights under the Ground Lease and the Lease Agreement (except the right to receive payment of its expenses, if any, to receive indemnification and to receive notices) as they may be amended from time to time pursuant to their terms, including, without limitation, its rights to (a) receive payments of Basic Rent and certain Additional Rent, (b) receive proceeds of condemnation of, and insurance on, the Leased Property, (c) re-enter and take possession of the Leased Property in the event of non-appropriation of Basic Rent or Additional Rent by the Board of Supervisors of the County and sell or lease the Leased Property, (d) exercise remedies of the Assignor upon default by the County under the Lease Agreement or a failure to appropriate and (e) all rights, interest and privileges which Assignor, as lessor, has and may have in oral or written leases now existing or hereafter made or affecting all or any part of the Leased Property, as such leases may have been, or from time to time hereafter, may be, modified, extended and renewed, with all rents, income and security deposits and profits due and becoming due therefrom including Assignor's rights, interests and privileges in any rents, income or profits derived from any subleases of the Leased Property and all rights and remedies of Assignor upon the occurrence of a default thereunder or a failure of the County to appropriate funds to make payments under the Lease Agreement. Such assignment is without recourse as to the failure of the County to make payments (due to financial inability or otherwise), or to perform any of its responsibilities or duties under the Lease Agreement or the Note Purchase Agreement or any other documentation pertaining to the issuance of the Notes.

All moneys received by the Assignee pursuant to this Assignment Agreement shall be applied toward payment of the Notes, first to interest due and payable thereunder, then to principal due and payable thereunder. Upon repayment of the Notes, in full, and any other obligations of the County under the Lease Agreement or the Note Purchase Agreement, all payments shall be paid to the County and this Assignment Agreement shall be terminated.

The Assignor irrevocably constitutes and appoints the Assignee, or any present or future officer or agent of the Assignee, or the successors or assigns of the Assignee, as its lawful attorney, with full power of substitution and resubstitution, in the name of the Assignor or otherwise, to collect and to sue in any court for payments due from the County under the Lease Agreement, to withdraw or settle any claims, suits or proceedings pertaining to or arising out of the Lease Agreement upon any terms, all without notice to or consent of the Assignor, and to take possession of and to endorse in the name of the Assignor any instrument for the payment of money received on account of the payments due from the County under the Lease Agreement.

The Assignee accepts such assignment as stated herein for its benefit as holder of the Notes.

The Assignor authorizes and directs the County, or its successors and assigns, to pay to the Assignee, or its successors and assigns, all Basic Rent and Additional Rent payments due or to become due under the Lease Agreement from and after the date of this Assignment Agreement by forwarding such payments to the Assignee at the following address:

First National Bank  
\_\_\_\_\_ (Bank Address)  
\_\_\_\_\_ (Bank Address)  
Attn: \_\_\_\_\_

Subsequent successors and assigns of the Assignee shall notify the Assignor and the County of the appropriate address or addresses for payments of all Basic Rent and Additional Rent due or to become due under the Lease Agreement.

The Assignor covenants that, notwithstanding this Assignment Agreement, it will perform all of the Assignor's duties and obligations under the Ground Lease and the Lease Agreement, including its obligation to provide possession of the Leased Property to the County pursuant to Section 3.1 of the Lease Agreement and to transfer, convey and assign its leasehold estate to the County upon payment by the County of all payments due and to become due under the Lease Agreement pursuant to Section 4.12 thereof.

The Assignor shall deliver to the Assignee the original executed Ground Lease and Lease Agreement, and the Assignee shall at all reasonable times have full access to the books and records of the Assignor relating to the Ground Lease and Lease Agreement and payments due from the County under the Lease Agreement and to make extracts from such books and records.

The Assignor will make, execute and deliver any papers, instruments and documents that may be required by the Assignee, or its successors or assigns, to effectuate the purpose intended by this Assignment Agreement.

The assignment effected hereby is absolute and not as security only. The Assignor waives any right, legal or equitable, now existing or hereafter arising, to offset against, attach, levy upon, enjoin or otherwise delay or disrupt any Basic Rent or Additional Rent that may be owing to the Assignee on account of any claim or obligation between the Assignor and the Assignee or the County.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of the leases hereby assigned, included but not limited to the Lease Agreement.

Assignor covenants and represents that, except as contemplated by the Basic Agreements no other assignment of any interest in the leases hereby assigned has been made, and that, except as provided for in the Lease Agreement, including but not limited to modifications relating to the Notes or any Additional Bond (as defined in the Lease Agreement), the Assignor will not hereafter amend, alter, modify, cancel, surrender or terminate any of the leases, exercise any option which might lead to any such amendment, alteration, modification, cancellation, surrender or termination or consent to the release of any party liable thereunder or to the assignment of the interest of any lessee or sublessee or to any subletting without the prior written consent of Assignee.



Assignor hereby authorizes Assignee to give notice in writing of this Assignment at any time to any lessee or sublessee under any of the leases hereby assigned.

The full performance of the Notes and the Basic Agreements according to its terms shall render this Assignment Agreement void.

The net proceeds collected by Assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding.

This Assignment Agreement applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns.

Notwithstanding anything contained in this Assignment Agreement to the contrary, all of the obligations of the Assignor hereunder shall be nonrecourse obligations, and the owner of the Notes and the Assignee shall look solely to Assignor's interest in the Leased Property for the satisfaction of any and all remedies they may have against the Assignor upon a default under one or more of the Basic Agreements. Neither the owner of the Notes nor the Assignee shall enforce or attempt to enforce any deficiency or other personal money judgment against the Assignor with respect to the obligations of the Assignee under the Notes and the Basic Agreements.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease Agreement.

Upon payment of the principal and interest portion of the Notes attributable to the Leased Property by the Authority to the Assignee, the lien of the Assignee as noteholder on such Leased Property shall be released.

This Assignment Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

The Ground Lease, the Lease Agreement, the Note Purchase Agreement, the Notes and this Assignment Agreement express the entire understanding and all agreements between all the parties and may not be modified except in writing signed by the parties.

This Assignment Agreement may be executed in any number of counterparts, each of which shall be an original, together shall constitute but one and the same Assignment Agreement.

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Assignment Agreement to be duly executed as of the date first above written.

**ECONOMIC DEVELOPMENT AUTHORITY  
OF NELSON COUNTY, VIRGINIA -  
ASSIGNOR**

By: \_\_\_\_\_  
Chairman

COMMONWEALTH OF VIRGINIA     )  
AT LARGE                             )

The foregoing instrument was acknowledged before me in the County of Nelson, Virginia, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as Chairman of the Economic Development Authority of Nelson County, Virginia.

My commission expires: \_\_/\_\_/\_\_

My Notary Registration number is: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**FIRST NATIONAL BANK**

By: \_\_\_\_\_

Title: Chief Credit Officer and  
Senior Vice President

STATE OF \_\_\_\_\_ )  
AT LARGE )

The foregoing instrument was acknowledged before me in the County/City of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as Chief Credit Officer and Senior Vice President of First National Bank, as Assignee.

My commission expires: \_\_/\_\_/\_\_

My Notary Registration number is: \_\_\_\_\_.

**NOTICE OF ASSIGNMENT**

The County of Nelson, Virginia and the Nelson County School Board each acknowledge receipt of the assignment by the Assignor of its rights in the Lease Agreement to the Assignee as set forth in the foregoing Assignment Agreement, and each consents thereto.

**COUNTY OF NELSON, VIRGINIA**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

COMMONWEALTH OF VIRGINIA)  
CITY/COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me in the County/City of \_\_\_\_\_, Virginia, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as Chairman of the Board of Supervisors of the County of Nelson, Virginia.

My commission expires: \_\_/\_\_/\_\_

My Notary Registration number is: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**NELSON COUNTY SCHOOL BOARD**

By: \_\_\_\_\_  
Superintendent

COMMONWEALTH OF VIRGINIA)  
CITY/COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me in the County/City of \_\_\_\_\_, Virginia, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as Superintendent of the Nelson County School Board.

My commission expires: \_\_/\_\_/\_\_

My Notary Registration number is: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

REGISTERED  
No. R-1

**UNITED STATES OF AMERICA  
COMMONWEALTH OF VIRGINIA**

**ECONOMIC DEVELOPMENT AUTHORITY  
OF NELSON COUNTY, VIRGINIA**

**\$2,500,000 [Maximum Principal Amount] Lease Revenue Bond Anticipation Note, Series  
2024A**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>ISSUE DATE</u>
4.70%	May 1, 2026	April __, 2024	April __, 2024

**REGISTERED OWNER: FIRST NATIONAL BANK**

**[MAXIMUM] PRINCIPAL AMOUNT: TWO MILLION FIVE HUNDRED THOUSAND  
AND 00/100 DOLLARS (\$2,500,000)**

The **ECONOMIC DEVELOPMENT AUTHORITY OF NELSON COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “**Authority**”), for value received hereby promises to pay, solely from the sources hereinafter provided, to the registered owner hereof, or registered assigns or legal representative, [the sum equal to the amount of principal advances made hereunder but not to exceed] the principal sum stated above on the Maturity Date (specified above), subject to prior redemption or prepayment as hereinafter provided, and to pay, solely from the sources hereinafter provided, interest hereon from the date of this Note on each May 1 and November 1, beginning November 1, 2024, and on the Maturity Date, at the annual rate stated above. The principal of and premium, if any, and interest on this Note are payable by check or draft mailed or delivered to, or in any manner credited to the account of, the registered owner set forth above, its successors or registered assigns (the “**Noteholder**”) at the address of the Noteholder as it appears on the registration books kept by the Secretary of the Authority as registrar. Interest shall be computed on the basis of a year of 360 days and twelve 30-day months. Principal, premium, if any, and interest are payable in lawful money of the United States of America. If the date of any payment due hereunder is not a Business Day (as hereinafter defined) then such payment shall be due on the next following Business Day. “Business Day” shall mean any day other than (1) a Saturday or Sunday or (2) a day on which commercial banks in the Commonwealth are authorized to close.

THIS NOTE AND THE PREMIUM, IF ANY, AND THE INTEREST HEREON ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM THE REVENUES AND RECEIPTS DERIVED BY THE AUTHORITY UNDER THE LEASE AGREEMENT, AS HEREINAFTER DEFINED, WHICH REVENUES AND RECEIPTS HAVE BEEN PLEDGED AND ASSIGNED TO SECURE PAYMENT HEREOF. THIS NOTE AND THE PREMIUM, IF ANY, AND THE INTEREST HEREON SHALL NOT BE DEEMED

TO CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE COMMONWEALTH OF VIRGINIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY AND THE AUTHORITY. NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY AND THE COUNTY SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS NOTE OR OTHER COSTS INCIDENT HERETO EXCEPT FROM THE REVENUES AND RECEIPTS PLEDGED AND ASSIGNED THEREFOR, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA, NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY AND THE COUNTY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS NOTE OR OTHER COSTS INCIDENT HERETO. THE AUTHORITY HAS NO TAXING POWER.

NO COVENANT, CONDITION OR AGREEMENT CONTAINED HEREIN SHALL BE DEEMED TO BE A COVENANT, AGREEMENT OR OBLIGATION OF ANY PRESENT OR FUTURE DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF THE AUTHORITY IN HIS INDIVIDUAL CAPACITY, AND NEITHER THE CHAIR OF THE AUTHORITY NOR ANY OFFICER THEREOF EXECUTING THIS NOTE SHALL BE LIABLE PERSONALLY ON THIS NOTE OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE HEREOF.

This Note is issued pursuant to the Virginia Industrial Development and Revenue Note Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (**the “Act”**), and in accordance with the terms of a Note Purchase Agreement, dated as of April 15, 2024 (**the “Note Purchase Agreement”**) among the County, the Authority and First National Bank (**in such capacity, the “Lender”**). This Note is secured by an Assignment Agreement, dated as of April 15, 2024 (**the “Assignment Agreement”**) for the purposes of (a) financing the design, improvement, expansion, renovation, construction and equipping of the School Project (as defined in the Lease Agreement, as defined below) for County purposes and (b) paying certain costs and expenses incurred in connection with the issuance of this Note.

Certain property securing this Note (**the “Leased Property”**) has been leased to the Authority pursuant to a Ground Lease, dated as of April 15, 2024 (**the “Ground Lease”**), between the Authority and the County and, in turn, the Leased Property has been leased by the Authority to the County pursuant to a Lease Agreement, dated as of April 15, 2024 (**the “Lease Agreement”**), between the Authority and the County, wherein the County has agreed to pay Basic Rent and Additional Rent (each as defined in the Lease Agreement), if any, to the Authority. The Authority has assigned to the Noteholder in the Assignment Agreement its right to receive all Basic Rent and Additional Rent and certain other rights under the Lease Agreement. Reference is made to the Note Purchase Agreement, the Assignment Agreement, the Ground Lease and the Lease Agreement for a description of, among other things, the nature and extent of the security and the terms on which this Note is issued.

**The obligation of the County to make payments under the Lease Agreement does not constitute a debt of the County within the meaning of any constitutional or statutory**

**limitation nor a liability of or a lien or charge upon funds or property of the County beyond any fiscal year for which the Board of Supervisors has appropriated moneys to make such payments. The County has covenanted in the Lease Agreement that the County Administrator shall include in the County's annual budget the amount of payments under such Lease Agreement, but the Board of Supervisors is not obligated to make appropriations for such purpose. The Authority shall not have any obligation or liability to the registered owner hereof with respect to the County's obligations to make payments under the Lease Agreement or with respect to the performance by the County of any other covenant contained therein.**

The County may, on any date at its option, elect by not less than 10 business days' prior written notice to the Noteholder and the Authority, prepay this Note in whole only in an amount equal to the principal amount so prepaid and any interest accrued on the amount prepaid to the redemption or prepayment date is so paid.

The Noteholder shall not be required to present or surrender this Note as a condition of receiving any payment due hereunder.

All acts, conditions and things required to happen, exist or be performed precedent to and in the issuance of this Note have happened, exist and have been performed.



**IN WITNESS WHEREOF**, the Economic Development Authority of Nelson County, Virginia has caused this Note to be signed by the manual signature of its Chairman or Vice Chairman, its seal to be impressed hereon and attested by the manual signature of its Secretary, and this Note to be dated as of the date first set forth above.

**ECONOMIC DEVELOPMENT AUTHORITY  
OF NELSON COUNTY, VIRGINIA**

SEAL

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

**ASSIGNMENT**

**FOR VALUE RECEIVED** the undersigned hereby sell(s), assign(s), and transfer(s)  
unto

\_\_\_\_\_  
(PLEASE PRINT OR TYPE NAME AND ADDRESS, INCLUDING POSTAL ZIP  
CODE OF TRANSFEREE)

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER TAX  
IDENTIFICATION NUMBER OF ASSIGNEE: [\_\_\_\_\_]

the within Note and all rights thereunder, hereby irrevocably constituting and appointing  
\_\_\_\_\_, Attorney, to transfer said Note on the books for the registration  
thereof, with full power of substitution in the premises.

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
Holder and Assignor

REGISTERED  
No. R-1

**UNITED STATES OF AMERICA  
COMMONWEALTH OF VIRGINIA**

**ECONOMIC DEVELOPMENT AUTHORITY  
OF NELSON COUNTY, VIRGINIA**

**\$1,700,000 [Maximum Principal Amount] Lease Revenue Bond Anticipation Note, Series  
2024B**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>ISSUE DATE</u>
4.70%	May 1, 2026	April __, 2024	April __, 2024

**REGISTERED OWNER: FIRST NATIONAL BANK**

**[MAXIMUM] PRINCIPAL AMOUNT: ONE MILLION SEVEN HUNDRED THOUSAND  
AND 00/100 DOLLARS (\$1,700,000)**

The **ECONOMIC DEVELOPMENT AUTHORITY OF NELSON COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “**Authority**”), for value received hereby promises to pay, solely from the sources hereinafter provided, to the registered owner hereof, or registered assigns or legal representative, [the sum equal to the amount of principal advances made hereunder but not to exceed] the principal sum stated above on the Maturity Date (specified above), subject to prior redemption or prepayment as hereinafter provided, and to pay, solely from the sources hereinafter provided, interest hereon from the date of this Note on each May 1 1 and November 1, beginning November 1, 2024, and on the Maturity Date, at the annual rate stated above. The principal of and premium, if any, and interest on this Note are payable by check or draft mailed or delivered to, or in any manner credited to the account of, the registered owner set forth above, its successors or registered assigns (the “**Noteholder**”) at the address of the Noteholder as it appears on the registration books kept by the Secretary of the Authority as registrar. Interest shall be computed on the basis of a year of 360 days and twelve 30-day months. Principal, premium, if any, and interest are payable in lawful money of the United States of America. If the date of any payment due hereunder is not a Business Day (as hereinafter defined) then such payment shall be due on the next following Business Day. “Business Day” shall mean any day other than (1) a Saturday or Sunday or (2) a day on which commercial banks in the Commonwealth are authorized to close.

THIS NOTE AND THE PREMIUM, IF ANY, AND THE INTEREST HEREON ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM THE REVENUES AND RECEIPTS DERIVED BY THE AUTHORITY UNDER THE LEASE AGREEMENT, AS HEREINAFTER DEFINED, WHICH REVENUES AND RECEIPTS HAVE BEEN PLEDGED AND ASSIGNED TO SECURE PAYMENT HEREOF. THIS NOTE AND THE PREMIUM, IF ANY, AND THE INTEREST HEREON SHALL NOT BE DEEMED

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This Note is issued pursuant to the Virginia Industrial Development and Revenue Note Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (**the “Act”**), and in accordance with the terms of a Note Purchase Agreement, dated as of April 15, 2024 (**the “Note Purchase Agreement”**) among the County, the Authority and First National Bank (**in such capacity, the “Lender”**). This Note is secured by an Assignment Agreement, dated as of April 15, 2024 (**the “Assignment Agreement”**) for the purposes of (a) financing the design, improvement, expansion, renovation, construction and equipping of the County Project (as defined in the Lease Agreement, as defined below) for County purposes and (b) paying certain costs and expenses incurred in connection with the issuance of this Note.

Certain property securing this Note (**the “Leased Property”**) has been leased to the Authority pursuant to a Ground Lease, dated as of April 15, 2024 (**the “Ground Lease”**), between the Authority and the County and, in turn, the Leased Property has been leased by the Authority to the County pursuant to a Lease Agreement, dated as of April 15, 2024 (**the “Lease Agreement”**), between the Authority and the County, wherein the County has agreed to pay Basic Rent and Additional Rent (each as defined in the Lease Agreement), if any, to the Authority. The Authority has assigned to the Noteholder in the Assignment Agreement its right to receive all Basic Rent and Additional Rent and certain other rights under the Lease Agreement. Reference is made to the Note Purchase Agreement, the Assignment Agreement, the Ground Lease and the Lease Agreement for a description of, among other things, the nature and extent of the security and the terms on which this Note is issued.

**The obligation of the County to make payments under the Lease Agreement does not constitute a debt of the County within the meaning of any constitutional or statutory**

**limitation nor a liability of or a lien or charge upon funds or property of the County beyond any fiscal year for which the Board of Supervisors has appropriated moneys to make such payments. The County has covenanted in the Lease Agreement that the County Administrator shall include in the County's annual budget the amount of payments under such Lease Agreement, but the Board of Supervisors is not obligated to make appropriations for such purpose. The Authority shall not have any obligation or liability to the registered owner hereof with respect to the County's obligations to make payments under the Lease Agreement or with respect to the performance by the County of any other covenant contained therein.**

The County may, on any date at its option, elect by not less than 10 business days' prior written notice to the Noteholder and the Authority, prepay this Note in whole only in an amount equal to the principal amount so prepaid and any interest accrued on the amount prepaid to the redemption or prepayment date is so paid.

The Noteholder shall not be required to present or surrender this Note as a condition of receiving any payment due hereunder.

All acts, conditions and things required to happen, exist or be performed precedent to and in the issuance of this Note have happened, exist and have been performed.

**IN WITNESS WHEREOF**, the Economic Development Authority of Nelson County, Virginia has caused this Note to be signed by the manual signature of its Chairman or Vice Chairman, its seal to be impressed hereon and attested by the manual signature of its Secretary, and this Note to be dated as of the date first set forth above.

**ECONOMIC DEVELOPMENT AUTHORITY  
OF NELSON COUNTY, VIRGINIA**

SEAL

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

**ASSIGNMENT**

**FOR VALUE RECEIVED** the undersigned hereby sell(s), assign(s), and transfer(s)  
unto

\_\_\_\_\_  
(PLEASE PRINT OR TYPE NAME AND ADDRESS, INCLUDING POSTAL ZIP  
CODE OF TRANSFEREE)

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER TAX  
IDENTIFICATION NUMBER OF ASSIGNEE: [\_\_\_\_\_]

the within Note and all rights thereunder, hereby irrevocably constituting and appointing  
\_\_\_\_\_, Attorney, to transfer said Note on the books for the registration  
thereof, with full power of substitution in the premises.

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
Holder and Assignor

**COUNTY OF NELSON  
Kimberly Taylor Goff  
COMMISSIONER OF REVENUE  
P.O.BOX 246  
LOVINGSTON, VA 22949**

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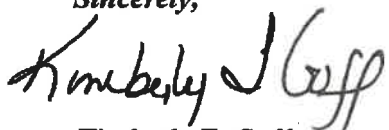
**March 4, 2024**

***Re: University of Virginia Physicians Group    Tax Map#22 A 9A  
Stoney Creek Medical Building  
2871 Rockfish Valley Hwy  
Nellysford, Virginia 22958***

***Nelson County Board of Supervisors,***

***The University of Virginia Physicians Group is seeking exemption on the grounds that "The property is used as a medical provider's office and to educate medical providers." I have visited the property and it is used for a medical provider's office. This entity does not meet any of the requirements for the exemption under the Code of Virginia 58.1-3606 and 3651.***

***Sincerely,***



***Kimberly T. Goff  
Commissioner of Revenue***



APPLICATION FOR TAX EXEMPTION

Map # 22A 9 A Year of application 2023

Owners name as it appears on land book  
University of Virginia Physicians Group Stoney Creek Medical Building  
2871 Rockfish Valley Hwy  
Nellysford, VA 22958

Mailing address

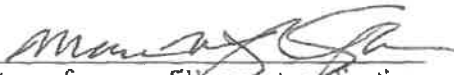
100 Avon Street, Suite 201

Charlottesville, VA 22902

Telephone number 434.295.1000

1. How is the property used that would make it exempt? The property is used as a medical provider's office and to educate medical providers.
2. List the name of any organization, corporation, partnership, or other entity using or conducting affairs on the property that is claiming exemption. University of Virginia Physicians Group
3. Please give an explanation of the nature of the use of the property claimed as exempt categorically by each user listed in response to (2) above. See Attached
4. Date property was first classified as exempt, and copies of supporting documentation. The property could be exempt as 1996 but exemption is requested as of 2023
5. Documentation, if any, of Internal Revenue Code Section 501 (c) tax exemption. See Attached
6. Has the properties occupant filed a return for business taxable income pursuant to Section 512 of the Internal Revenue Code in any of the preceding three years? Copies should be attached.
7. Has the entity filed a state tax return in any of the preceding three years? Copies should be attached.
8. Has the entity collected Virginia retail sales taxes in any of the preceding three years? No
9. Does the entity pay either a food and beverage tax, or lodging tax, or both? No
10. Does the properties occupant have a Virginia ABC Board license that is used in connection with the property? No

11. Does the entity have either licenses or certificates, or both, for food preparation or overnight occupancy, or both, in connection with the property? No
12. Is any part of the exempted property rented to another in return for either money or services, or both? No
13. How many people are employed by the owner of record and of that number how many are performing any work on the property claimed as exempt? 18
14. How much are the annual gross receipts, for each of the preceding three years, generated by sales of goods and services made on or solicited from the property claimed as exempt? See Attached
15. Do any earnings benefit any individual? No

  
Signature of person filling out application

Director of Finance/  
Corporate Treasurer

Marz W. Rickabaugh  
Please print

**Application for Tax Exemption  
Nelson County  
Response to Item 3**

3. Please give an explanation of the nature of the use of the property claimed as exempt categorically by each user listed in response to (2) above.

THE UNIVERSITY OF VIRGINIA PHYSICIANS GROUP (UPG) SUPPORTS THE UNIVERSITY OF VIRGINIA BY EMPLOYING PHYSICIANS WHO ARE FACULTY MEMBERS OF THE UNIVERSITY OF VIRGINIA SCHOOL OF MEDICINE AND PROVIDE PATIENT CARE, TEACH MEDICAL STUDENTS, ENGAGE IN MEDICAL RESEARCH, AND PROVIDE OTHER HEALTHCARE-RELATED SERVICES IN CONJUNCTION WITH THE UNIVERSITY OF VIRGINIA MEDICAL CENTER. UPG ALSO PROVIDES FUNDS TO THE UNIVERSITY OF VIRGINIA IN SUPPORT OF HEALTH RELATED ACTIVITIES OF THE UNIVERSITY OF VIRGINIA MEDICAL CENTER.

Internal Revenue Service  
District Director

Department of the Treasury

DATE: NOV 13 1996

P. O. Box 2508  
Cincinnati, OH 45201

University of Virginia Health  
Services Foundation  
500 Ray C. Hunt Dr.  
Charlottesville, VA 22903-2981

Person to Contact:  
Gordon Schnur  
Telephone Number:  
513-684-3957  
Fax Number  
513-684-5936  
Federal Identification Number:  
[REDACTED]

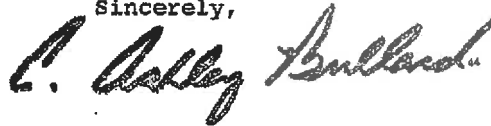
Dear Sir or Madam:

Thank you for submitting the information shown below. The changes indicated do not adversely affect the exempt status of your organization. The exemption letter previously issued continues in effect.

Please advise us of any future change in the character, purpose, method of operation, name, or address of your organization. Such notification is a requirement for retaining exempt status.

Thank you for your cooperation.

Sincerely,



C. Ashley Bullard  
District Director

Item: Amended Articles of Incorporation dated February 3, 1995, and the Amended and Restated Bylaws.

Internal Revenue Service  
Washington, D.C. 20224

Department of the Treasury

Date:

12 [redacted] 1980

Employer Identification Number:

Key District:  
Baltimore

Accounting Period Ending:  
May

Form 990 Required:  Yes  No

The University of Virginia Health Services  
Foundation  
Box 3874 Towers Office Building  
Charlottesville, VA 22901

Person to Contact:  
David Daume  
Contact Telephone Number:  
(202) 566-3403

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(3).

If your sources of support, or your purposes, character, or method of operation change, please let your key district know so that office can consider the effect of the change on your exempt status and foundation status. Also, you should inform your key District Director of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should contact your key District Director. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have questions about excise, employment, or other Federal taxes, contact any Internal Revenue Service office.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income Tax. If Yes is checked, you

(over)

Form M-4280 (Rev. 5-77)

are required to file Form 990 only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

We are informing your key District Director of this action. Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

*Peter K. Bros*

Peter K. Bros  
Chief, Rulings Section 2  
Exempt Organizations Technical Branch

**COUNTY OF NELSON**  
**Kimberly Taylor Goff**  
**COMMISSIONER OF REVENUE**  
**P.O.BOX 246**  
**LOVINGSTON, VA 22949**

---

March 5, 2024

**Nelson County Board of Supervisors**

**Re: The University of Science and Philosophy**

24 Tax Map Numbers/4 Houses/20 are wooded land with no buildings

See attached individual property cards

1. Seeking exemption based on education.
2. Seeking exemption based on meeting rooms & lodging space for students & faculty.
3. Seeking exemption based on meeting rooms & lodging for students & guest free of charge.
4. Seeking exemption based on 467 Russell Way Tax Map# 3A1 1 E 17 has a private burial ground where the founders are buried.

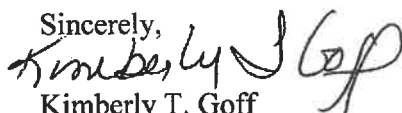
**House #1. Map#3A1 1E 8 (178 Russell Way)** This property is currently being renovated due to water damage. It is empty at this time but will be used for a guesthouse and to also to house students.

**House#2. Map#3A1 1 E 9 (208 Russell Way)** This house is currently lived in by an author.

**House#3. Map#3A1 1 F 17 (243 Russell Way)** This house is currently being renovated due to water damage. It is empty at this time but will be used for the Executive Director.

**House#4. Map#3A1 1 E 17 (467 Russell Way)** This house is lived in by an employee. The burial ground is on the hill of this property located behind the house.

I have visited the property and I observed the above. This entity *does not* meet the requirements for exemption under the **Code of Virginia 58.1-3606 and 3651**. It may be possible for the county assessor to look at the burial ground during the next county assessment and make a portion of that as an exempt cemetery.

Sincerely,  
  
Kimberly T. Goff  
Commissioner of Revenue

DULANEY LAUER THOMAS

ATTORNEYS AND COUNSELORS AT LAW

RICHARD A. DULANEY\*  
CARL N. LAUER  
ANDREW K. THOMAS

DULANEY, LAUER & THOMAS, LLP  
209 NORTH WEST ST  
CULPEPER, VIRGINIA 22701

540 825-6046  
FAX 540 825-6505  
\*OF COUNSEL

October 20, 2023

VIA PRIORITY MAIL

Pam Campbell  
Commissioner of Revenue  
Nelson County  
P.O. Box 246  
Lovingston, VA 22949

RE: Application by the University of Science and Philosophy for Exemption from Real Estate Taxation on Real-Estate Owned by the University of Science and Philosophy in Nelson County, Virginia

Dear Ms. Campbell:

In follow-up to our recent telephone conversation, I am enclosing an application on behalf of the University of Science and Philosophy for exemption by Nelson County from real estate taxation for real estate owned by the University of Science and Philosophy in Nelson County, Virginia, used in connection with its educational activities. The enclosed application has been signed by Michaela Presti, Director of Operations at the University of Science and Philosophy. A separate listing of the questions with answers is attached, along with supporting Exhibits A, B, and C.

As I stated to you in our telephone conversation, the Federal Form 990 is quite lengthy; however, it is available upon request. Please do not hesitate to let me know if you need the Form 990 for the last three years, in which case, I will either mail you copies or provide them to you electronically.

If you see any other information that is needed or have any questions regarding this application, I can be reached at my office at (540) 825-6046, or by mobile at (540) 270-3727.

Cordially yours,



Richard A. Dulaney

RAD/mg

Enclosures

cc: Michaela Presti, Operations Director  
University of Science and Philosophy



APPLICATION FOR TAX EXEMPTION

Map # Multiple Lots, List Attached. Year of application 2023

Owners name as it appears on land book

University of Science & Philosophy

Mailing address

P.O. Box 520

Waynesboro, VA 22980

Telephone number 540-942-9590

1. How is the property used that would make it exempt?
2. List the name of any organization, corporation, partnership, or other entity using or conducting affairs on the property that is claiming exemption.
3. Please give an explanation of the nature of the use of the property claimed as exempt categorically by each user listed in response to (2) above.
4. Date property was first classified as exempt, and copies of supporting documentation.
5. Documentation, if any, of Internal Revenue Code Section 501 (c) tax exemption.
6. Has the properties occupant filed a return for business taxable income pursuant to Section 512 of the Internal Revenue Code in any of the preceding three years? Copies should be attached.
7. Has the entity filed a state tax return in any of the preceding three years? Copies should be attached.
8. Has the entity collected Virginia retail sales taxes in any of the preceding three years?
9. Does the entity pay either a food and beverage tax, or lodging tax, or both?
10. Does the properties occupant have a Virginia ABC Board license that is used in connection with the property?

*\*Answer's to questions  
attached\**

11. Does the entity have either licenses or certificates, or both, for food preparation or overnight occupancy, or both, in connection with the property?
12. Is any part of the exempted property rented to another in return for either money or services, or both?
13. How many people are employed by the owner of record and of that number how many are performing any work on the property claimed as exempt?
14. How much are the annual gross receipts, for each of the preceding three years, generated by sales of goods and services made on or solicited from the property claimed as exempt?
15. Do any earnings benefit any individual?

*mprest*  
Signature of person filling out application

Michaela Presti  
Please print

*Richard A. Duraney*  
*Vice-President / Acting President*  
*University of Science and*  
*Philosophy*  
*10/20/23*

**ATTACHMENT TO APPLICATION FOR TAX EXEMPTION**  
**ANSWERS TO QUESTIONS**

1. How is the property used that would make it exempt?

Answer: The property is located in Nelson County, Virginia, listed on the attached Exhibit A, is utilized by the University of Science and Philosophy for educational purposes including workshops, seminars, and housing for students, volunteers and employees. Four lots on Russell Way have improvements, and the remaining lots are adjacent or contiguous lots used in connection with the improved lots. The 47.792-acre tract, which has a lake and hiking trails, is used for recreational purposes.

The University of Science and Philosophy is a Virginia non-profit educational corporation recognized by the United States Internal Revenue Service as tax exempt under Section 501(C)(3). From 1948 through 1998, the University of Science and Philosophy operated from Swannanoa Palace on Afton Mountain, Virginia. Since 2019, the University of Science and Philosophy has operated from its new headquarters in the City of Waynesboro, Virginia, located at 518 West Main Street, Waynesboro, Virginia 22980.

2. List the name of any organization, corporation, partnership, or other entity using or conducting affairs on the property that is claiming exemption.

Answer: The subject properties are used exclusively by the University of Science and Philosophy, a Virginia non-profit educational corporation recognized as tax-exempt under Section 501(C)(3), of the Internal Revenue Services. Attached as Exhibit B is a copy of the Statement of Purpose and Objection of the University of Science and Philosophy, a summary of its Curriculum on Universal Law, Natural Science and Living Philosophy, and a brochure of the Russell Museum located at 518 West Main Street, Waynesboro, Virginia 22980.

3. Please give an explanation of the nature of the use of the property claimed as exempt categorically by each user listed in response to (2) above.

Answer: The subject property is utilized by the University of Science and Philosophy for educational activities and housing for students, volunteers and employees.

4. Date property was first classified as exempt, and copies of supporting documentation.

Answer: At this time, the University of Science and Philosophy is submitting this application for exemption from real estate taxes in Nelson County, Virginia, based on its use of the subject properties and the nature of affairs conducted on the subject property in connection with its educational activities. No prior application has ever been filed.

5. Documentation, if any, of internal Revenue Code Section 501 (c) tax exemption.

Answer: The University of Science and Philosophy was initially granted tax exemption status by the Internal Revenue Service in December 1958. Attached as Exhibit C are copies of the Exemption Certification initially given in December 1958 to the University of Science and Philosophy, along with an updated Certification dated December 29, 2014. The University of Science and Philosophy files annually Form 990, an information return, with the Internal Revenue Service, which form is quite lengthy. Copies are available for review upon request.

6. Has the properties occupant filed a return for business taxable income pursuant to Section 512 of the Internal Revenue Code in any of the preceding three years?

Answer: No.

7. Has the entity filed a state tax return in any of the preceding three years? Copies should be attached.

Answer: No.

8. Has the entity collected Virginia retail sales taxes in any of the preceding three years?

Answer: No. Retail sales taxes have not been reported with regards to use or affairs conducted on the subject properties located in Nelson County, Virginia. The University of Science and Philosophy does file a retail sales tax return for operations conducted at its headquarters in the City of Waynesboro, located at 518 West Main Street, Waynesboro, Virginia 22980. Copies of the returns filed in connection with activities conducted at his headquarters in Waynesboro, Virginia, are available upon request.

9. Does the entity pay either a food and beverage tax, or lodging tax, or both?

Answer: No.

10. Does the properties occupant have a Virginia ABC Board license that is used in connection with the property?

Answer: No.

11. Does the entity have either licenses or certificates, or both, for food preparation or overnight occupancy, or both, in connection with the property?

Answer: No.

12. Is any part of the exempted property rented to another in return for either money or services, or both?

Answer: The first four properties on the attached list of properties contain improvements located at 178 Russell Way, 243, Russell Way, 467 Russell Way, and 208 Russell Way, Lots E-8, F-17, E-17, and E-9, respectively. The improvements located on those lots are from time to time rented to students, volunteers, and employees of the University of Science and Philosophy in return for either money or services.

13. How many people are employed by the owner of record and of that number how many are performing any work on the property claimed as exempt?

Answer: The University of Science and Philosophy has three paid employees, two of whom live at 467 Russell Way, and who occasionally perform work on the premises of the subject properties.

14. How much are the annual gross receipts, for each of the preceding three years, generated by sales of goods and services made on or solicited from the property claimed as exempt?

Answer: The University of Science and Philosophy has not received any annual gross receipts during the preceding three years generated by sales of goods or services made on or solicited from the property claimed as exempt.

15. Do any earnings benefit any individual?

Answer: No.



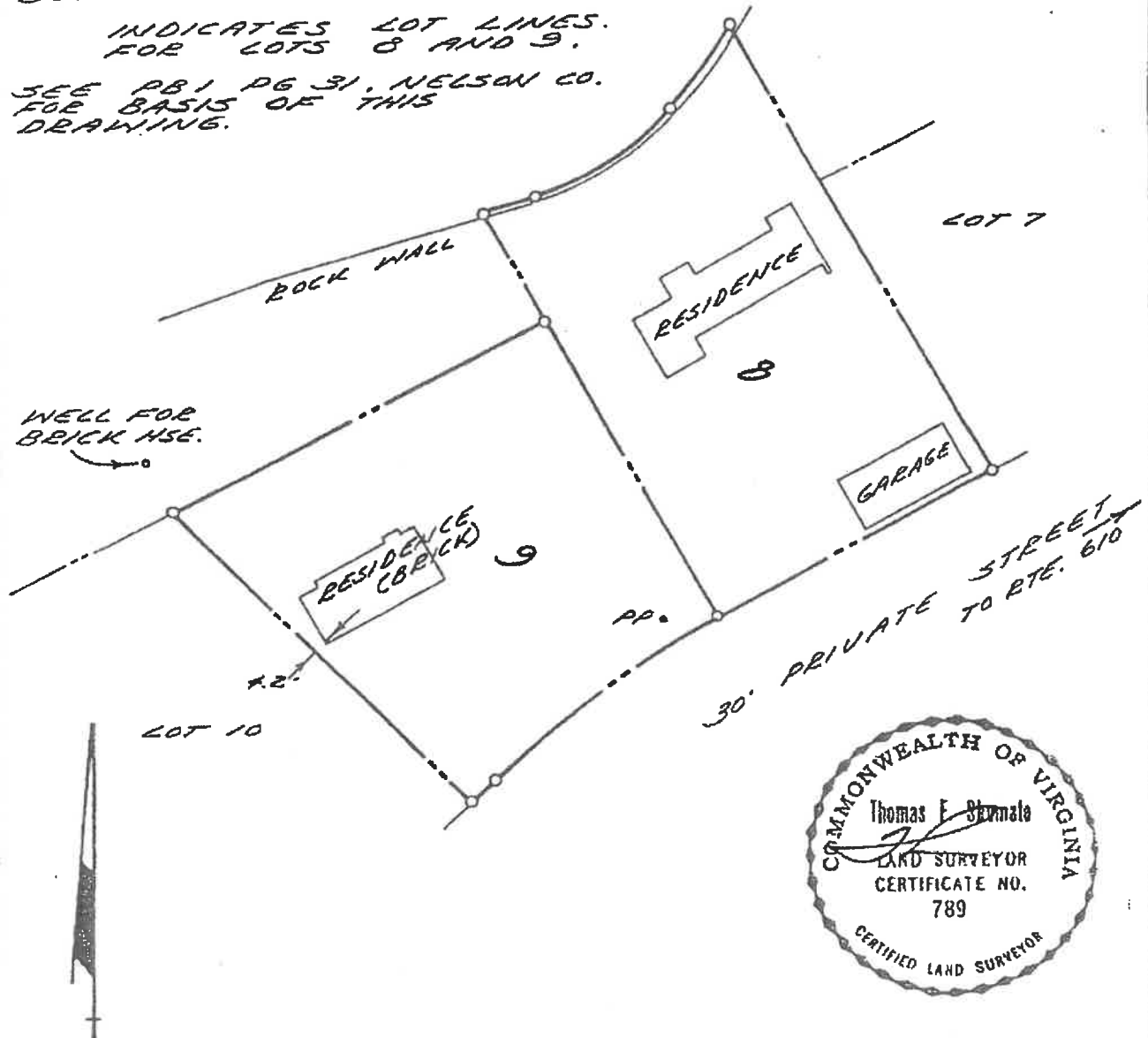
**MAP NUMBER**

1. 3A1 1E 8 - 178 RUSSELL WAY
2. 3A1 1F 17 - 243 RUSSELL WAY
3. 3A1 1E 17 - 467 RUSSELL WAY
4. 3A1 1E 9 - 208 RUSSELL WAY
5. 3A1 1G 13 - 42 ACRES
6. 3A1 1K 1
7. 3A1 1H 1
8. 3A2 1A 1
9. 3A1 1E 11
10. 3A1 1F 18
11. 3A1 1J 12
12. 3A1 1F 14
13. 3A1 1F 15
14. 3A1 1E 2
15. 3A1 1E 13
16. 3A1 1E 1
17. 3A1 1E 3
18. 3A1 1E 14
19. 3A1 1E 16
20. 3A1 1F 10
21. 3A1 1F 11
22. 3A1 1F 16
23. 3A1 1J 16
24. 3A1 1J 17

THIS DRAWING IS BASED  
ON A CURRENT SURVEY  
BUT IS NOT FOR RECORD.

INDICATES LOT LINES.  
FOR LOTS 8 AND 9.

SEE PBI PG 31, NELSON CO.  
FOR BASIS OF THIS  
DRAWING.



DRAWING OF LOTS 8 & 9, BLOCK  
E, SWANNANOA ESTATES INC.

ROCKFISH DIST., NELSON CO., VIRGINIA

SCALE 1" = 50' MARCH 15, 1993

TOM SHUMATE SURVEYOR, INC.

WAYNESBORO, VIRGINIA

NORTH FROM MARCH 1933 MAG. NORTH.

LOTS SHOWN BASED ON PB 1 PG 11.

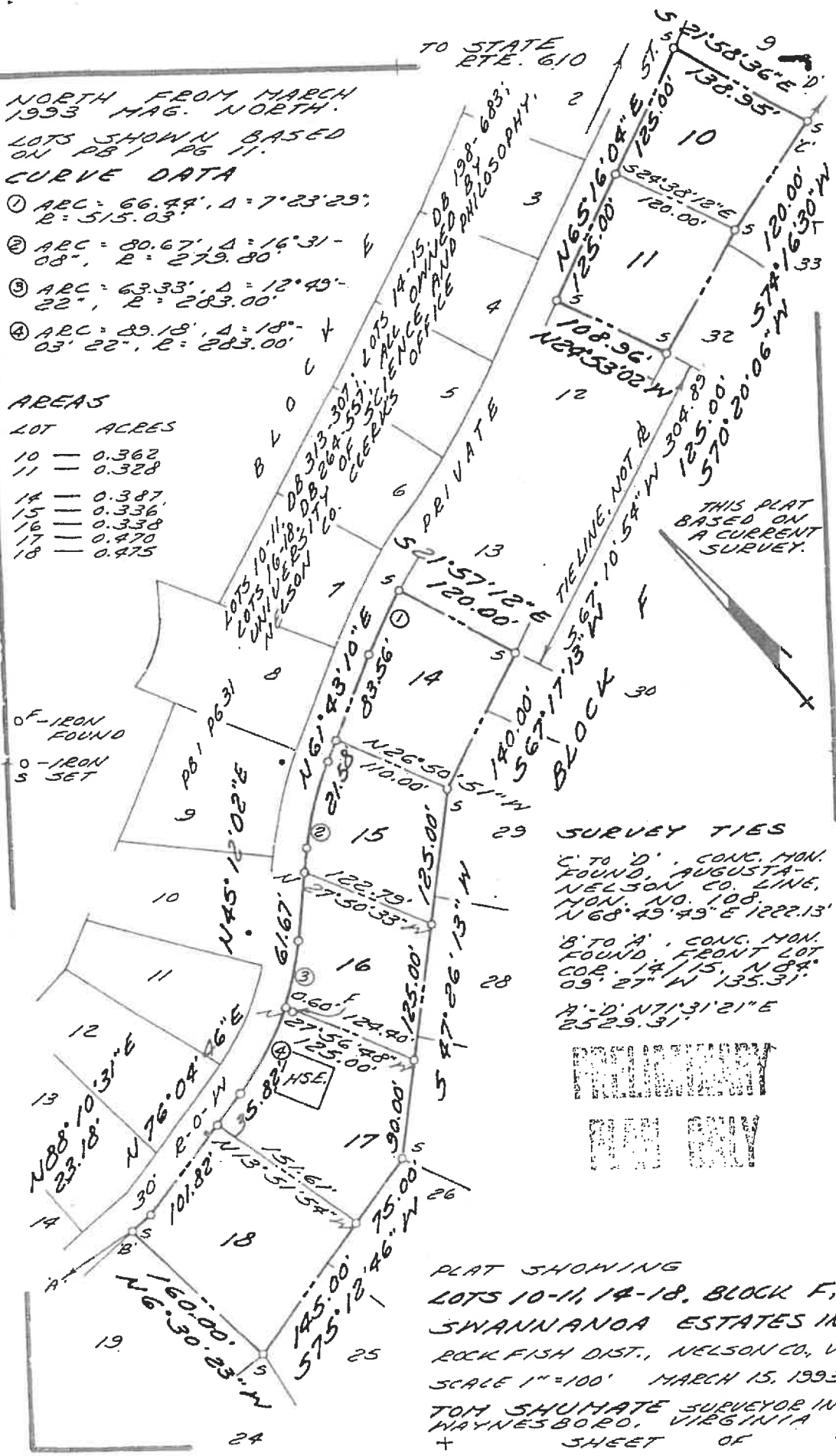
**CURVE DATA**

- ① ARC = 66.44', Δ = 7°23'29", R = 515.03'
- ② ARC = 80.67', Δ = 16°31'08", R = 279.80'
- ③ ARC = 63.33', Δ = 12°49'22", R = 283.00'
- ④ ARC = 89.18', Δ = 18°03'22", R = 283.00'

**AREAS**

LOT	ACRES
10	0.362
11	0.328
14	0.387
15	0.336
16	0.338
17	0.470
18	0.475

0'-IRON FOUND  
0'-IRON SET



THIS PLAT BASED ON A CURRENT SURVEY.

**SURVEY TIES**

C TO D, CONC. MON. FOUND. AUGUSTA-NELSON CO. LINE, MON. NO. 108, N 68°43'49" E 1222.13'

B TO A, CONC. MON. FOUND. FRONT LOT COR. 14/15, N 84°09'27" W 135.31'

A TO D, N 71°31'21" E 2529.31'

**PLAT ONLY**

PLAT SHOWING LOTS 10-11, 14-18, BLOCK F, SWANNANOA ESTATES IN ROCK FISH DIST., NELSON CO., VA. SCALE 1"=100' MARCH 15, 1993 TOM SHUMATE SURVEYOR INC. WAYNESBORO, VIRGINIA SHEET OF





IRS Department of the Treasury  
Internal Revenue Service

Dec. 29, 2014 L TR 4168C

000000 00

00028345

BODC: TE

ATLANTA GA 39901-0001

In reply refer to :

0752453551

UNIVERSITY OF SCIENCE & PHILOSOPHY

% RON SCHAFFERT CPA

PO BOX 520

WAYNESBORO VA 22980-0384

118522

Employer Identification Number : [REDACTED] Person to

Contact : MS. MARTIN

Toll Free Telephone Number : 1-877-829-5500.

Dear Taxpayer :

This is in response to your Dec. 17, 2014, request for information regarding your tax-exempt status .

Our records indicate that you were recognized as exempt under section 501 (c) (3) of the Internal Revenue Code in a determination letter issued in December 1958 .

Our records also indicate that YOU are not a private foundation within the meaning of section 509 (a) of the Code because YOU are described in section 509 (a) (2) .

Donors may deduct contributions to YOU as provided in section 170 of the Code . Bequests, legacies, devises , transfers , or gifts to YOU or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code .

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements . Specifically, section 6033 (j ) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file . We will publish a

list of organizations whose tax-exempt status was revoked under section 6033 (j ) of the Code on our website beginning in early 2011 .

The IRS address must appear in the window.  
0752453551  
BODCD-TE

Use for inquiries only  
Letter Number : LTR4168C  
Letter Date 2014-12-29  
Tax Period 000000



\*546002462\*

INTERNAL REVENUE SERVICE

ATLANTA GA 39901-0001



UNIVERSITY OF SCIENCE & PHILOSOPHY

% RON SCHAFFERT CPA  
PO BOX 520  
WAYNESBORO VA 22980-0384

x

The IRS address must appear in the window.  
0752453551

Use for payments

Letter Number : LTR4168C



U. S. TREASURY DEPARTMENT  
WASHINGTON 25

COMMISSIONER OFFICE OF INTERNAL OF

REVENUE

OEC

195

ADDRESS REPLY TO COMMISSIONER OF INTERNAL REVENUE  
WASHINGTON 2, D. C.  
AND REFER TO

**T.R.E.O.3**

**RWM**

The University of Science and Philosophy  
Swannanoa  
Waynesboro, Virginia

Gentlemen:

We have given careful consideration to your protest of our ruling of April 2b, 1956, addressed to you under your former name, The Walter Russell Foundation, holding you not entitled to exemption from Federal income tax as an organization described 'in section **501(c)(3)** of the Internal Revenue Code of and to the information submitted as a supplement thereto.

In our ruling of April 2b, 1956, this office, for reasons set forth therein, concluded that you were not both organized and operated exclusively for educational purposes and that you were not, therefore, entitled to exemption under the provisions of section 501(c)(3) of the Code.

Your purposes as shown by the articles of incorporation under which you were incorporated on December 2, 1948, were to encourage education in the arts, sciences and philosophy, and to hold and accept by gift, grant, devise or bequest, money and other property and give or distribute, subject to the terms of such gifts, grant, devise or bequest, the net income therefrom and principal thereof, for such scientific, philosophical and artistic purposes, as in the discretion of the board of directors, shall be in furtherance of the public welfare. Your bylaws in effect at that time provide that your property and business shall be managed by a board of directors which shall consist of three members and that during the lifetime of Dr. Walter Russell and Mrs. Lao Russell or either of them there shall be no more than three directors.

By an amendment made to your charter on April 9, 1957, your present name was assumed and your purposes modified.

2 - The University of Science and Philosophy

Your bylaws were amended to provide for a Board of Directors consisting of not less than seven nor more than fifteen members. Provision was also made that your Board of Directors may establish a Board of Regents whose function shall be to study and advise the Board of Directors concerning the overall policy of your organization and special projects or subjects. The Board of Regents shall consist of not less than five nor more than fifteen members and these persons shall not be members of your Board of Directors.

Furthermore, pursuant to assignments executed by Mr. and Mrs. Russell on April 5, 1957, right, title interest in the works of art, artistic, musical and literary works and copyrights, and records, medals, autographs, letters and mementoes, as set forth in schedules attached to the above-mentioned documents were assigned to you.

In view of the changes referred to above and our further consideration of all the other evidence available in your case including the nature of the books and literature distributed by you, it is our opinion that you are exempt from Federal income tax as an organization described in section (c)(3) of the Code beginning with April 9, 1957, as it is shown that beginning with that date you are organized and operated exclusively for religious charitable purposes.

Accordingly, you are not required to file an income tax return for the period April 9, 1957, to December 31, 1957. Income tax returns will not be required for subsequent years unless changes are made in the character of your organization, the purposes for which you were organized or your method of operation. Any such changes should be reported immediately to the District Director of Internal Revenue, Richmond, in order that their effect upon your exempt status may be determined.

3 - The University of Science and Philosophy

You are required, however, to file an information return, Form 990k, annually, with the District Director of Internal Revenue, Richmond, so long as this exemption remains in effect. This form may be obtained from the District Director and is required to be filed on or before the fifteenth day of the fifth month following the close of your annual accounting period.

Contributions made to you on or after April 9, 1957, are deductible by the donors in computing their taxable income in the manner and to the extent provided by section 170 of the Code.

Bequest, legacies, devises, or transfers to or for your use on or after April 9, 1957, are deductible in computing the value of the taxable estate of a decedent for Federal estate tax purposes in the manner and to the extent provided by sections 2055 and 2106 of the 1954 Code. Gifts of property to or for your use on or after April 9, 1957, are deductible in computing taxable gifts for gift tax purposes in the manner and to the extent provided by section 2522 of the 1954 Code.

No liability is incurred by you on or after April 9, 1957 for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you have filed a waiver of exemption certificate in accordance with the applicable provisions of such Act. In the event you desire social security coverage for your employees or have any questions relating to the filing of a waiver of exemption you should take the matter up with your District Director of Internal Revenue.

Our ruling of April 26, 1956, is modified to the extent necessary to conform to this ruling.

The District Director of Internal Revenue, Richmond, is being advised of this action.

Very truly yours,

*[Handwritten signature]*

Director, Tax Rulings Division



U. S. TREASURY DEPARTMENT - INTERNAL  
REVENUE SERVICE

WASHINGTON 25, D. C.

IN REPLY REFER TO

T:R:EO:3  
RFB

JUN 16 1959.

The Unãveraãty of Science and Philosorhy  
Swannanoa  
Waynesboro, Virgin-ia

Gentlemen :

This is in reference to your request for a reconsideration of your status for Federal incorã tax purposeg as a social welfare organization described in section 501 (c) (4) of the Internal Revenue Code of 1954 for the period -from October 5, 1948 through April 8, 1957.

Our records disclose that in a ruling dated December 9, 1958, - ne held that, yt)u are exempt from Federal income tax as a charitable and religious organization described in section 501 (c) (3) of the Code, beginning .AprII 9, 1957, and that contributions made to you on and after that date are deductible by the donors in computing their taxable income in the manner and to the extent provided by section 170 of the Code. That ruling modified our ruling of

April 24, 1956, addressed to you under your former æ-rne, of The Walter Russell Foundation, in Thich we held that you are not exempt as an organization described in section 501 (c) (3) of the Code. Our ruling of December 9, 1958, was based on the additional evidence available Mhich disclosed certain changes in your form of organization: such as an amendment to your charter on April 9, 1957 to provide for the change in nane and modification of purposes, arB certain amendrnt,s to your bylays; the assignrãnts by and Mrs. Walter Russell to you of all right. title and interest in the works of art arx:3 other objects • and papers set forth in schedules submitted by you; ard the nature of the books and literature distributed by your organization.

to April 9, 1957, you were not organized for profit, but operated exclusively for the promotion of social welfare, that, is, you were primarily engaged in activities which promoted the common good and general welfare of the community, and that, you were otherwise qualified for exemption from Federal income tax as a social welfare organization described in section 501 (c) (4) of the Code. It is held, therefore, that you were exempt from Federal income tax as an organization described in section 501 (c) (4) of the Code for the period from October 5, 1948, the

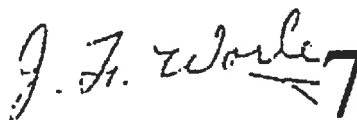
-2-

The University of Science and Philology

date of your organization, through April 8, 1957. Accordingly, this ruling supplemental to our ruling of December 9, 1958. In accordance with this ruling, you are not required to file Federal income tax returns for that period. Our ruling of April 2b, 1956 is modified.

The District Director of Internal Revenue, Richmond, Virginia, being advised of this action.

Very truly yours,



Chief, Exempt Organizations Branch

Internal Revenue Service  
Washington DC 20224



Date:

11-16-70

In reply refer to:

THE UNIVERSITY OF SCIENCE &  
PHYSICS AND ANNA NOVA  
Lynchburg, VA

23234

Gentlemen:

Based on the information you recently submitted, we have classified you as an organization that is not a private foundation as defined in section 509(a) of the Internal Revenue Code.

Your classification is based on the assumption that your operations will be as stated in your notification: Any changes in your purposes, character, or method of operation must be reported to your District Director so he may consider the effect on your status.

Sincerely yours,

Chief, Rulings Section  
Exempt Organizations Branch



## § 58.1-3606. Property exempt from taxation by classification

A. Pursuant to the authority granted in Article X, Section 6 (a)(6) of the Constitution of Virginia to exempt property from taxation by classification, the following classes of real and personal property shall be exempt from taxation:

1. Property owned directly or indirectly by the Commonwealth, or any political subdivision thereof.
2. Real property and personal property owned by churches or religious bodies, including (i) an incorporated church or religious body and (ii) a corporation mentioned in § 57-16.1, and exclusively occupied or used for religious worship or for the residence of the minister of any church or religious body, and such additional adjacent land reasonably necessary for the convenient use of any such property. Real property exclusively used for religious worship shall also include the following: (a) property used for outdoor worship activities; (b) property used for ancillary and accessory purposes as allowed under the local zoning ordinance, the dominant purpose of which is to support or augment the principal religious worship use; and (c) property used as required by federal, state, or local law.
3. Nonprofit private or public burying grounds or cemeteries.
4. Property owned by public libraries, law libraries of local bar associations when the same are used or available for use by a state court or courts or the judge or judges thereof, medical libraries of local medical associations when the same are used or available for use by state health officials, incorporated colleges or other institutions of learning not conducted for profit. This paragraph shall apply only to property primarily used for literary, scientific or educational purposes or purposes incidental thereto and shall not apply to industrial schools which sell their products to other than their own employees or students.
5. Property belonging to and actually and exclusively occupied and used by the Young Men's Christian Associations and similar religious associations, including religious mission boards and associations, orphan or other asylums, reformatories, hospitals and nunneries, conducted not for profit but exclusively as charities (which shall include hospitals operated by nonstock corporations not organized or conducted for profit but which may charge persons able to pay in whole or in part for their care and treatment).
6. Parks or playgrounds held by trustees for the perpetual use of the general public.
7. Buildings with the land they actually occupy, and the furniture and furnishings therein belonging to any benevolent or charitable organization and used by it exclusively for lodge purposes or meeting rooms, together with such additional adjacent land as may be necessary for the convenient use of the buildings for such purposes.
8. Property of any nonprofit corporation organized to establish and maintain a museum.

B. Property, belonging in one of the classes listed in subsection A of this section, which was exempt from taxation on July 1, 1971, shall continue to be exempt from taxation under the rules of statutory construction applicable to exempt property prior to such date.

Code 1950, § 58-12; 1950, p. 61; 1952, c. 50; 1954, c. 65; 1956, c. 478; 1956, Ex. Sess., c. 16; 1958, c. 361; 1960, c. 396; 1962, c. 129; 1964, c. 198; 1966, c. 582; 1968, cc. 37, 807; 1969, Ex. Sess., c. 9; 1970, cc. 83, 562; 1972, c. 667; 1973, c. 438; 1974, c. 469; 1984, c. 675; 1985, c. 495; 2004, c. 492; 2005, c. 928; 2014, cc. 555, 615.

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

Code of Virginia

Title 58.1. Taxation

Subtitle III. Local Taxes

Chapter 36. Tax Exempt Property

Article 4.1. Property Exempted by Local Classification or Designation on or After January 1, 2003

## § 58.1-3651. Property exempt from taxation by classification or designation by ordinance adopted by local governing body on or after January 1, 2003

A. Pursuant to subsection 6 (a)(6) of Article X of the Constitution of Virginia, on and after January 1, 2003, any county, city, or town may by designation or classification exempt from real or personal property taxes, or both, by ordinance adopted by the local governing body, the real or personal property, or both, owned by a nonprofit organization, including a single member limited liability company whose sole member is a nonprofit organization, that uses such property for religious, charitable, patriotic, historical, benevolent, cultural, or public park and playground purposes. The ordinance shall state the specific use on which the exemption is based, and continuance of the exemption shall be contingent on the continued use of the property in accordance with the purpose for which the organization is classified or designated. No exemption shall be provided to any organization that has any rule, regulation, policy, or practice that unlawfully discriminates on the basis of religious conviction, race, color, sex, sexual orientation, gender identity, or national origin.

B. Any ordinance exempting property by designation pursuant to subsection A shall be adopted only after holding a public hearing with respect thereto, at which citizens shall have an opportunity to be heard. The local governing body shall publish notice of the hearing once in a newspaper of general circulation in the county, city, or town where the real property is located. The notice shall include the assessed value of the real and tangible personal property for which an exemption is requested as well as the property taxes assessed against such property. The public hearing shall not be held until at least seven days after the notice is published in the newspaper. The local governing body shall collect the cost of publication from the organization requesting the property tax exemption. Before adopting any such ordinance the governing body shall consider the following questions:

1. Whether the organization is exempt from taxation pursuant to § 501(c) of the Internal Revenue Code of 1954;
2. Whether a current annual alcoholic beverage license for serving alcoholic beverages has been issued by the Board of Directors of the Virginia Alcoholic Beverage Control Authority to such organization, for use on such property;
3. Whether any director, officer, or employee of the organization is paid compensation in excess of a reasonable allowance for salaries or other compensation for personal services which such director, officer, or employee actually renders;
4. Whether any part of the net earnings of such organization inures to the benefit of any individual, and whether any significant portion of the service provided by such organization is generated by funds received from donations, contributions, or local, state or federal grants. As used in this subsection, donations shall include the providing of personal services or the contribution of in-kind or other material services;

5. Whether the organization provides services for the common good of the public;
6. Whether a substantial part of the activities of the organization involves carrying on propaganda, or otherwise attempting to influence legislation and whether the organization participates in, or intervenes in, any political campaign on behalf of any candidate for public office;
7. The revenue impact to the locality and its taxpayers of exempting the property; and
8. Any other criteria, facts and circumstances that the governing body deems pertinent to the adoption of such ordinance.

C. Any ordinance exempting property by classification pursuant to subsection A shall be adopted only after holding a public hearing with respect thereto, at which citizens shall have an opportunity to be heard. The local governing body shall publish notice of the hearing once in a newspaper of general circulation in the county, city, or town. The public hearing shall not be held until at least five days after the notice is published in the newspaper.

D. Exemptions of property from taxation under this article shall be strictly construed in accordance with Article X, § 6 (f) of the Constitution of Virginia.

E. Nothing in this section or in any ordinance adopted pursuant to this section shall affect the validity of either a classification exemption or a designation exemption granted by the General Assembly prior to January 1, 2003, pursuant to Article 2 (§ 58.1-3606 et seq.), 3 (§ 58.1-3609 et seq.) or 4 (§ 58.1-3650 et seq.) of this chapter. An exemption granted pursuant to Article 4 (§ 58.1-3650 et seq.) of this chapter may be revoked in accordance with the provisions of § 58.1-3605.

2003, c. 1032;2004, c. 557;2015, cc. 38, 730;2018, c. 29;2020, c. 1137;2023, cc. 506, 507.

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



BOARD OF SUPERVISORS

THOMAS D. HARVEY  
North District

ERNIE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR  
West District

DR. JESSICA LIGON  
South District

CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

LINDA K. STATON  
Director of Finance and  
Human Resources

**RESOLUTION R2024-29  
NELSON COUNTY BOARD OF SUPERVISORS  
APPROVAL OF THE NELSON COUNTY LOGO USAGE AGREEMENT**

**WHEREAS**, at their February 13, 2024 meeting, the Nelson County Board of Supervisors approved the Lovingston logo; and

**WHEREAS**, the draft usage agreement will ensure that the brand is available for use but not altered, thus creating a consistent message for the village of Lovingston;

**NOW THEREFORE BE IT RESOLVED**, that the Nelson County Board of Supervisors approves the attached Nelson County Logo Usage Agreement for the Lovingston Logo.

Approved: April 9, 2024

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

REQUEST TO USE LOVINGSTON LOGO

1. Requests to use the Lovingston logo must be made to the Nelson County Department of Tourism & Economic Development at [info@nelsoncounty.org](mailto:info@nelsoncounty.org) together with an application fee of \$25.00 payable to \_\_\_\_\_.

2. The applicant must provide detailed information describing how the logo will be used. The applicant must provide the County with a final proof or other visual depiction of the proposed use of the logo prior to final approval by the County. The logo may be either in single or full color and must not be scaled disproportionately.

3. The County reserves the right to approve or reject all uses of the logo.

4. Upon approval, logo will be provided by the County in electronic format.

NELSON COUNTY LOGO USAGE AGREEMENT

THIS AGREEMENT, dated \_\_\_\_\_, shall constitute a non-exclusive license granted by Nelson County, Virginia, (the "County") to \_\_\_\_\_ (User") for the use of the Lovingston logo (the "Logo") under the following terms and conditions:

1. This license shall commence on \_\_\_\_\_ and, unless earlier terminated under other provisions of this Agreement, shall expire upon rebranding or other modification of the Logo by the County.

2. User acknowledges that the Logo is the sole and separate property of the County and any use hereunder shall not give rise to any right of use or ownership except as set forth herein. The license under this Agreement is non-transferable. All use of the Logo must cease upon termination of the license.

3. Use of the Logo beyond that approved by the County will result in immediate termination of this license.

4. The Logo may neither be altered nor modified in any way. Users are prohibited from adopting a sub-brand Logo or any other variation of the Logo as their own primary logo. Failure to follow these guidelines might endanger trademark rights and can result in the immediate termination of the license under this Agreement.

5. Upon any violation of the terms of this Agreement by User, the County may terminate the license forthwith, and upon written notice to User to that effect, User shall cease all use of the Logo or likeness thereof and shall not thereafter use, broadcast, distribute, or display any items, documents or other materials containing the Logo or likeness.

6. In any suit or action instituted by the County to enforce any term of this Agreement, or to protect its trademark, in which the County substantially prevails, the User will reimburse the County for all its costs, legal fees, and related expenses.

Nelson County

By \_\_\_\_\_

\_\_\_\_\_ User

\_\_\_\_\_ User



Primary Logo



BOARD OF SUPERVISORS

THOMAS D. HARVEY  
North District

ERNIE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR.  
West District

DR. JESSICA LIGON  
South District

CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

LINDA K. STATON  
Director of Finance and  
Human Resources

**RESOLUTION R2024-30  
NELSON COUNTY BOARD OF SUPERVISORS  
AUTHORIZATION FOR PUBLIC HEARING ON FY25 BUDGET**

**BE IT RESOLVED**, by the Nelson County Board of Supervisors, that pursuant to §15.2-2503, and §15.2-2506 of the Code of Virginia 1950 as amended that a public hearing on the FY25 Budget is hereby authorized to be held on Tuesday, May 14, 2024 at 7:00 PM in the General District Courtroom of the Courthouse in Lovingston, Virginia.

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors



## § 15.2-2503. Time for preparation and approval of budget; contents

All officers and heads of departments, offices, divisions, boards, commissions, and agencies of every locality shall, on or before the first day of April of each year, prepare and submit to the governing body an estimate of the amount of money needed during the ensuing fiscal year for his department, office, division, board, commission or agency. If such person does not submit an estimate in accordance with this section, the clerk of the governing body or other designated person or persons shall prepare and submit an estimate for that department, office, division, board, commission or agency.

The governing body shall prepare and approve a budget for informative and fiscal planning purposes only, containing a complete itemized and classified plan of all contemplated expenditures and all estimated revenues and borrowings for the locality for the ensuing fiscal year. The itemized contemplated expenditures shall include any discretionary funds to be designated by individual members of the governing body and the specific uses and funding allocation planned for those funds by the individual member; however, notwithstanding any provision of law to the contrary, general or special, an amendment to a locality's budget that changes the uses or allocation or both of such discretionary funds may be adopted by the governing body of the locality. The governing body shall approve the budget and fix a tax rate for the budget year no later than the date on which the fiscal year begins. The governing body shall annually publish the approved budget on the locality's website, if any, or shall otherwise make the approved budget available in hard copy as needed to citizens for inspection.

Code 1950, § 15-575; 1959, Ex. Sess., c. 69; 1962, c. 623, § 15.1-160; 1976, c. 762; 1978, c. 551; 1997, c. 587; 2008, c. [353](#); 2013, c. [747](#).

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

## § 15.2-2506. Publication and notice; public hearing; adjournment; moneys not to be paid out until appropriated

A brief synopsis of the budget that, except in the case of the school division budget, shall be for informative and fiscal planning purposes only, shall be published once in a newspaper having general circulation in the locality affected, and notice given of one or more public hearings, at least seven days prior to the date set for hearing, at which any citizen of the locality shall have the right to attend and state his views thereon. Any locality not having a newspaper of general circulation may in lieu of the foregoing notice provide for notice by written or printed handbills, posted at such places as it may direct. The hearing shall be held at least seven days prior to the approval of the budget as prescribed in § 15.2-2503. With respect to the school division budget, which shall include the estimated required local match, such hearing shall be held at least seven days prior to the approval of that budget as prescribed in § 22.1-93. With respect to the budget of a constitutional officer, if the proposed budget reduces funding of such officer at a rate greater than the average rate of reduced funding for other agencies appropriated through such locality's general fund, exclusive of the school division, the locality shall give written notice to such constitutional officer at least 14 days prior to adoption of the budget. If a constitutional officer determines that the proposed budget cuts would impair the performance of his statutory duties, such constitutional officer shall make a written objection to the local governing body within seven days after receipt of the written notice and shall deliver a copy of such objection to the Compensation Board. The local governing body shall consider the written objection of such constitutional officer. The governing body may adjourn such hearing from time to time. The fact of such notice and hearing shall be entered of record in the minute book.

In no event, including school division budgets, shall such preparation, publication, and approval be deemed to be an appropriation. No money shall be paid out or become available to be paid out for any contemplated expenditure unless and until there has first been made an annual, semiannual, quarterly, or monthly appropriation for such contemplated expenditure by the governing body, except that funds appropriated in a county having adopted the county executive form of government for multiyear capital projects and outstanding grants may be carried over from year to year without being reappropriated.

Code 1950, § 15-577; 1956, Ex. Sess., c. 67; 1959, Ex. Sess., c. 69; 1962, c. 623, § 15.1-162; 1976, c. 762; 1978, cc. 126, 551; 1984, c. 485; 1997, c. 587; 2009, c. 280; 2014, cc. 360, 589; 2021, c. 8; 2021, Sp. Sess. I, c. 155.

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



## Agricultural & Forestal District Advisory Committee

### Citizen Members (Producers) 4

### Term 4 years

Andy Wright [dutchcreekfarm@aol.com](mailto:dutchcreekfarm@aol.com)  
1315 Dutch Creek Lane  
Shipman, VA 22971  
434-263-8938 (H)

May 13, 2023 – May 13, 2027 (T5)

Billy Newman [enviroforllc@netscape.net](mailto:enviroforllc@netscape.net)  
356 Deer Run Lane  
Shipman, VA 22971  
434-263-4172 (H)

May 13, 2023 – May 13, 2027 (T4)

Susan McSwain [losthorseshoe3@gmail.com](mailto:losthorseshoe3@gmail.com)  
3254 Dutch Creek Lane  
Shipman, VA 22971  
434-263-6714 (H)

May 13, 2023 – May 13, 2027 (T5)

Ernie Reed [ereed@nelsoncounty.org](mailto:ereed@nelsoncounty.org)  
971 Rainbow Ridge Road  
Faber, VA 22938  
434-249-8330

May 13, 2023 – May 13, 2027 (T1)

### Citizen Members (Other Landowners) 4

Joyce Burton [joybirdpt@gmail.com](mailto:joybirdpt@gmail.com)  
96 Old Turtle Place  
Nellysford, VA 22958  
434-361-2328

May 13, 2023 – May 13, 2027 (T3)

Sunny Taylor [sunny@virginia.edu](mailto:sunny@virginia.edu)  
464 Front Street  
Lovingston, VA 22949  
434-996-2267 (H)  
434-924-7849 (B)

May 13, 2020 – May 13, 2024 (UT)  
(Appointed 1-12-2021)

Mary Cunningham [mcscherpa@gmail.com](mailto:mcscherpa@gmail.com)  
171 Joshua Lane  
Afton, VA 22920  
434-1587 (H)

May 13, 2023 – May 13, 2027 (T2)

Charlotte L. Rea [the.creac1@gmail.com](mailto:the.creac1@gmail.com)  
411 Bland Wade Ln.  
Afton, VA 22920  
540-456-6509 (H)  
434-996-7291 (Cell)

August 13, 2023 – May 13, 2027 (T2)

### Commissioner of Revenue

Kim Goff [kgoff@nelsoncounty.org](mailto:kgoff@nelsoncounty.org) 434-263-7070  
P.O. Box 246  
Lovingston, VA 22949

## **Board of Supervisors Member**

Jesse Rutherford [jrutherford@nelsoncounty.org](mailto:jrutherford@nelsoncounty.org)

P.O. Box 336

Lovington, VA 22949

434-981-8728

**Establishment:** Established by the Code of Virginia §15.2-4300 et seq. and the Code of Nelson County, Chapter 9, Article V. on February 11, 2003.

**Members:** Consists of 10 members, four (4) agricultural producers, four (4) other landowners, the Commissioner of Revenue and a Board of Supervisors member.

**Term:** Regular terms are 4 years from May 13<sup>th</sup> to May 13<sup>th</sup> with a term limit of 3 consecutive terms except in cases where there are no new applicants to fill the vacancy.

**Summary of Duties:** To advise the Planning Commission and the County governing body and assist in creating, reviewing, modifying, continuing or terminating districts within the county. In particular, the committee shall render expert advice as to the nature of farming and forestry and agricultural and forestal resources with the district(s) and their relation to the entire county.

**Meetings:** Meetings are held on an as needed basis. Members serve on a voluntary basis, but the Board of Supervisors may at its discretion, reimburse each member for actual and necessary expenses incurred in the performance of duties.

MONTICELLO AREA COMMUNITY ACTION AGENCY -MACAA  
BOARD OF DIRECTORS

1 GOVERNMENT REPRESENTATIVE MEMBER

MEMBER

TERM EXPIRATION

Mr. Chris Sandquist  
277 Saddleback Knoll  
Nellysford, VA 22958  
(434) 361-0041  
[chris.sandquist@gmail.com](mailto:chris.sandquist@gmail.com)

March 13, 2024 (UT)

Term(s) of Office: 2 years from date of appointment, No Limits

Summary of Duties: To serve as an advisor representing the interests of Nelson County in furthering MACAA's mission of eradicating poverty and improving the lives of people living in the served communities.

Board of Directors: MACAA's Board of Directors consists of 15-18 members, with equal representation from three sectors of the community - the private sector (businesses, educational institutions, and other non-profit organizations), the public sector (elected officials from each of the jurisdictions served or their appointed representatives) and constituents (elected representatives of low-income groups). Terms vary from one to five years. Individuals from the community may serve as non-voting members of Board committees.

Meetings: The Board meets at 5:30pm on the last Thursday of each month (November and December meetings combined). Committee meetings vary throughout the month. Meetings are held at the MACAA offices: 1025 Park Street, Charlottesville VA 22901. Phone: 434-295-3171, Fax: 434-296-0093 Office Hours: 9am – 5pm M-F.

URL: [www.macaa.org](http://www.macaa.org) MACAA's Executive Director, Sarah Hanks (434) 295-3171  
[shanks@macaa.org](mailto:shanks@macaa.org)

NELSON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

NAME, ADDRESS & PHONE

TERM

Larry Saunders  
1610 Wilson Hill Road  
Arrington, VA 22922  
434-981-1235 (C)  
[Larrya5819@aol.com](mailto:Larrya5819@aol.com)

July 1, 2023 -June 30, 2027  
(First appointed 3-14-23)

John Bruguiera  
1339 Stoney Creek West  
Nellysford VA 22958  
434-277-5516 (W)  
540-456-6778 (H)  
[John@DickieBros.com](mailto:John@DickieBros.com)

July 1, 2023 -June 30, 2027

R. Carlton Ballowe  
19218 Thomas Nelson Hwy  
Faber, VA 22938  
434-263-6285 (H)  
434-996-7796 (W)  
[catbalu1@aol.com](mailto:catbalu1@aol.com)

July 1, 2020 –June 30, 2024  
(First Appointed 3-12-13)

Deborah L. Brown  
23 Windy Acres Drive  
Afton, VA 22920  
434-981-2832 (C)  
[dbrown@alliedconcrete.com](mailto:dbrown@alliedconcrete.com)

July 1, 2020 –June 30, 2024  
(First Appointed 4-10-18)

Richard Averitt  
88 Grace Glen  
Nellysford, VA 22958  
434-262-3418  
[richard@raveritt.com](mailto:richard@raveritt.com)

July 1, 2021 – June 30, 2025  
(Unexpired term, appointed 4-11-23)

Natt A. Hall, Jr.  
462 Horseshoe Mountain Rd.  
Roseland, VA 22967  
434-361-1780  
[natthall69@gmail.com](mailto:natthall69@gmail.com)

July 1, 2022 – June 30, 2026  
**\*\*\*VACANT\*\*\***

J. Alphonso Taylor  
288 Village Rd.  
Shipman, VA 22971  
434-263-5894 (H)  
434-263-6195 (W)  
[alphonsotaylor04@gmail.com](mailto:alphonsotaylor04@gmail.com)

July 1, 2022 – June 30, 2026

Authority:                    **Established pursuant to the Code of Virginia §15.2-4903 et seq.**

Membership:                Consists of seven (7) County Resident members

Term:                         4 years, July – June (Staggered) with **no term limits.**

Summary of Duties:        To administer the provisions of Virginia State Code §15.2-4905

Meetings:                    Meets biannually on the 1<sup>st</sup> Thursday of each month. Members are compensated \$75 per meeting plus mileage.





BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
North District

ERNIE Q. REED  
Central District

JESSE N. RUTHERFORD  
East District

J. DAVID PARR  
West District

DR. JESSICA LIGON  
South District

CANDICE W. MCGARRY  
County Administrator

AMANDA B. SPIVEY  
Administrative Assistant/  
Deputy Clerk

LINDA K. STATON  
Director of Finance and  
Human Resources

**RESOLUTION R2024-31**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**ADOPTION OF THE *NELSON 2042* COMPREHENSIVE PLAN**

**WHEREAS**, Section 15.2.2223 of the Code of Virginia, as amended, requires that localities “prepare and recommend a comprehensive plan for the physical development of the territory within its jurisdiction” and review that plan every five years;

**WHEREAS**, consistent with the County’s ongoing obligation to review its Comprehensive Plan, the Nelson County Planning Commission and Board of Supervisors reviewed the Comprehensive Plan for Nelson County; and

**WHEREAS**, the *Nelson 2042* Comprehensive Plan update draws on community input from outreach efforts including a public survey, community workshops and focus group meetings; and

**WHEREAS**, the Nelson County Planning Commission and Board of Supervisors held a kick-off joint work session on May 31, 2022, to develop the draft Comprehensive Plan and met six times to draft the Comprehensive Plan; and

**WHEREAS**, a public open house was held by the Planning Commission and the Board of Supervisors on August 29, 2023, to present the draft amendments to the County’s Comprehensive Plan; and

**WHEREAS**, the Planning Commission held a joint public hearing on January 31, 2024, after notice in accordance with Section 15.2-2204 of the Code of Virginia, and heard citizen testimony regarding the proposed amendments to the Comprehensive Plan; and

**WHEREAS**, pursuant to the Code of Virginia § 15.2-2223, the Planning Commission finds that the proposed draft *Nelson 2042* Comprehensive Plan will provide a coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity, and general welfare of the inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** that on this 09<sup>th</sup> day of April, 2024, that the Nelson County Board of Supervisors, pursuant to Code of Virginia § 15.2-2226, does hereby approve the *Nelson 2042* Comprehensive Plan.

**BE IT FURTHER RESOLVED** that upon adoption by the Board of Supervisors, the *Nelson 2042* Comprehensive Plan will supersede and replace, in their entirety, the previously adopted Comprehensive Plan of Nelson County, Virginia (adopted 2002).

**BE IT FURTHER RESOLVED** that the Board of Supervisors authorizes County staff to make non-substantive edits, including correction of punctuation, numbering, internal cross-references, citations to any statutes, and any related clerical-type changes to the text and exhibits as necessary to ensure internal consistency of the newly adopted Comprehensive Plan elements and, add language as may be necessary for clarification of information and correct any factual errors.

**AND BE IT FURTHER RESOLVED** that the Board of Supervisors authorizes County staff to include the attached authorized amendments to the draft Comprehensive Plan, *Nelson 2042*, as a result of the January 31, 2024 Planning Commission public hearing and the March 20, 2024 Board of Supervisors' public hearing.

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

# Memo

**To:** Board of Supervisors  
**From:** Dylan M. Bishop, Director of Planning & Zoning *DMB*  
**Date:** April 9, 2024  
**Re:** Adoption of Nelson 2042 Comprehensive Plan

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The Planning Commission conducted a public hearing for the Nelson 2042 Comprehensive Plan Update on January 31, 2024. At their regular meeting on February 28, the Planning Commission recommended approval (6-0) with several amendments. The Board of Supervisors held a public hearing on March 20, and will review Planning Commission's recommendations along with comments received at the public hearings. A summary of recommendations is provided below.

PC Recommendations as presented by Berkley Group (Policy Related Amendments):

1. Remove Montebello from Rural Destination Land Use Category
  - Delete from Future Land Use Map
  - Delete Description on page 41
2. Add a Strategy to Land Use Chapter
  - Discourage the use of large-scale development in Montebello through zoning

Other PC Recommendations (Editorial Corrections):

3. Page 32, Table 3.1 – Check boxes for steep slopes and floodplain for Montebello
4. Page 149, Local Assets – Add Priest and Three Ridges Wilderness areas, and access to primitive recreation
5. Page 67 – Indicate that railway runs through the County but doesn't currently serve its residents
6. Page 90, Housing Quality and Maintenance – remove "..., and 39% of homes are considered vacant. This is relatively high compared to the statewide vacancy rate of 11%."
7. Page 171 – Tuckahoe Clubhouse "Serves as the community center for the Wintergreen area..."
8. Page 172 – Sentara does not offer dermatology
9. Glossary – definition of "easement" should be "conservation easement"
10. Add a definition for "by-right" to the Glossary (see #13 below)

Additional Recommendations Following Public Hearings:

11. Page 44, Core Concept – “Prioritize protection of rural landscape, moderate **small-scale village-style mixed use development**, restoration and connectivity, efficient and effective provision of community services, and improved quality of life.” (Note: There are definitions in the Glossary for ‘small-scale commercial development,’ small-scale multi-family residential development,’ ‘mixed use,’ and ‘traditional neighborhood development’ which includes ‘village-style’ development.)
12. Page 218, Glossary – “Small-Scale Multi-Family Residential: Housing options such as apartments, duplexes, triplexes, or townhomes that are developed in a way to have a small impact to the surrounding area in regard to such things as traffic volume, noise, lighting, **viewshed**, etc. Small-scale multi-family residential should be developed using the same amount of land coverage as a single-family dwelling.
13. Proposed definition for “by-right” – “A use permitted or allowed in the district involved, without review by the governing body, and complies with the provisions of these zoning regulations and all other applicable local, state and federal ordinances and regulations.”
14. Pages 73-75, Table 4.1 and Map 4.8, Recommended Priority Transportation Projects – Add three additional projects including (1) Roundabout at Route 151 and Tanbark Drive, (2) Turn Lane Improvements at Route 151 and Rockfish School Lane, and (3) Turn Lane Improvement at Route 151 and Mill Lane. (These projects have been identified in the recently released Route 151 Corridor Study and are slated for this round of SmartScale applications.)

Attachments:

Public Comments

Draft Minutes from March 20, 2024 Board of Supervisors Meeting

Berkley Group’s March 20, 2024 Presentation

**FW: NELSON COUNTY COMPREHENSIVE PLAN / Public Meeting Announcement**

Maureen A Kelley <makelley@nelsoncounty.org>

Tue 2/20/2024 8:01 PM

To:Dylan Bishop <dbishop@nelsoncounty.org>;Candy McGarry <CMcGarry@nelsoncounty.org>;Amanda Spivey <aspivey@nelsoncounty.org>

**From:** Bill Percy [mailto:trusty110@gmail.com]

**Sent:** Tuesday, February 20, 2024 7:59 PM

**To:** Nelson County Information <info@nelsoncounty.org>

**Subject:** Fwd: NELSON COUNTY COMPREHENSIVE PLAN / Public Meeting Announcement

----- Forwarded message -----

From: **Bill Percy** <[trusty110@gmail.com](mailto:trusty110@gmail.com)>

Date: Tue, Feb 20, 2024 at 7:51 PM

Subject: Fwd: NELSON COUNTY COMPREHENSIVE PLAN / Public Meeting Announcement

To: <[info@nelsoncounty.com](mailto:info@nelsoncounty.com)>

----- Forwarded message -----

From: **Bill Percy** <[trusty110@gmail.com](mailto:trusty110@gmail.com)>

Date: Tue, Jan 23, 2024 at 12:01 AM

Subject: NELSON COUNTY COMPREHENSIVE PLAN / Public Meeting Announcement

To: Bill Percy <[trusty110@gmail.com](mailto:trusty110@gmail.com)>



**NELSON COUNTY**

**COMPREHENSIVE PLAN PLANNING COMMISSION PUBLIC HEARING**

[LovingstonMod0929 \(3\) \(1\).mp4](#) Error! Filename not specified.

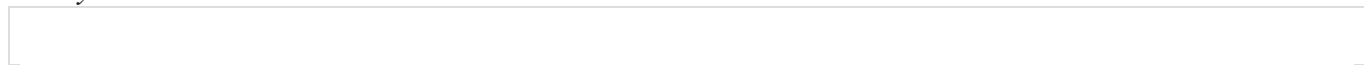
**JANUARY 31, 2024 – 7:00 PM – 6919 THOMAS NELSON HWY, LOVINGSTON, VA 22949**

**Notice is hereby given that the Nelson County Planning Commission will conduct a public hearing on the following item. All interested parties are encouraged to present their views at this hearing.**

NELSON COUNTY COMPREHENSIVE PLAN

[https://76625c9b-4a32-4bbd-8723-e095184894d8.filesusr.com/ugd/900dcf\\_3e12dd2395364ee593c48e2cd6053614.pdf](https://76625c9b-4a32-4bbd-8723-e095184894d8.filesusr.com/ugd/900dcf_3e12dd2395364ee593c48e2cd6053614.pdf)

*\*\*\*my comments as I came to them in order*



*as they are listed in the 'Draft' publication of the "Plan":*

""Freight and Passenger Rail Two major railways run through Nelson County: the Norfolk Southern railway, which travels through Abingdon, Simpson, and Fable, and the CSX railroad, which follows the James River through Gladstone, Norwood, and Wingina. These railroads actively facilitate freight rail through the Commonwealth. In addition, the Norfolk Southern line carries passengers via Amtrak to the cities of Charlottesville and Lynchburg and beyond. \*\*\**either delete this or make a note that neither the freight or passenger trains stop in Nelson County. btw: how much revenue does the county get per yr from CSX and NS?*

#### "" Priority Transportation Projects

This section lists priority transportation projects for the future of Nelson County. These projects have been identified by examining the County's existing and future transportation needs while taking into consideration community input and existing information from the plans and programs included in this Chapter \*\*\* *please add item 17 by popular demand the citizen proposal for an overpass w/ off ramps at Hwy 29 and Callohill Rd (see link here):*

""Wintergreen Resort, a key tourist destination and major employer for Nelson County, can also benefit from diversification. As temperatures trend warmer, artificial snow-making equipment may struggle to keep up with demand. \*\*\* *unless you can cite credible statistical data or scientific study that supports this assumption, politicizing your report invalidates the virtue of an otherwise unbiased presentation. Less than half of the community has bought this globalist myth of wealth redistribution.*

""Business Support Services Economic development is guided by the Office of Nelson County Economic Development Authority, whose mission is to promote the diversity and growth of the County's economic base

""Strategy #17 Continue to work with the regional authority to create a water and sewer master plan to identify current system needs and target long-term strategies to maintain and expand service areas. \*\*\* *maybe make note that a major target issue of the 'Larkin Project' is a water treatment area.*

"" Enhance the Effectiveness & Transparency of County Government Nelson County's Board and administration is committed to transparency, efficient, and accountable government. Keeping the community informed and engaged is an important aspect of this responsibility. Nelson County's website details County facility information, provides all board meeting dates and agendas, and acts as a repository for County news and information. Additional communications efforts, innovative tools, and different information platforms should also be pursued to help keep residents informed of events and important news, as well as the changes and developments of regular governance. Examples include establishing a more robust social media presence, expanding the online geographic information systems (GIS) catalogue, and creating virtual/online service options. \*\*\* *It would be a nice service to the community if the YouTube Video recordings of the Board of Supervisor meetings were audible and somewhat professional. As they are now, it is an insult to our county to post this for public access.*

"" To better centralize and modernize functions that are not located in the County Courthouse, a new office building is proposed for the Social Services, Planning and Zoning, and Building Departments. This new office will help administrators be more efficient and accessible to residents. \*\*\* *maybe mention that there is a project called 'Callohill Business Park' that is being studied to address this issue.*

"" Work with the Virginia Community College system to consider and advocate for a local branch in Nelson County, including collaboration between one or more existing colleges for a satellite branch. \*\*\*  
*We could only hope and dream.*

--

*William Trusty Percy*  
[trusty110@gmail.com](mailto:trusty110@gmail.com)  
757-724-7427

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*William Trusty Percy*  
[trusty110@gmail.com](mailto:trusty110@gmail.com)  
757-724-7427

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*William Trusty Percy*  
[trusty110@gmail.com](mailto:trusty110@gmail.com)  
757-724-7427

**FW: (2) Re: Nelson County: New Item Published - Planning Commission February 28, 2024**

Maureen A Kelley <makelley@nelsoncounty.org>

Tue 2/20/2024 8:01 PM

To:Dylan Bishop <dbishop@nelsoncounty.org>;Candy McGarry <CMcGarry@nelsoncounty.org>;Amanda Spivey <aspivey@nelsoncounty.org>

**From:** Bill Percy [mailto:trusty110@gmail.com]

**Sent:** Tuesday, February 20, 2024 7:56 PM

**To:** info@nelsoncounty.com; Nelson County Information <info@nelsoncounty.org>

**Subject:** (2) Re: Nelson County: New Item Published - Planning Commission February 28, 2024

good to know that Bo made the meeting.

"" Bo Delk of 173 Roseland Rd in Roseland: Mr. Delk explained that he thought he was just signing in. He noted that he did not have anything to say and thanked the Planning Commission.""

to further my argument regarding the presumption that climate change was settled science, that there are two sides to every pancake:

""[https://www.theepochtimes.com/article/fixation-on-co2-ignores-real-driver-of-temperature-say-experts-5588495?src\\_src=Morningbrief&src\\_cmp=mb-2024-02-20&est=AAAAAAAAAAAAAAAAAdfA%2BZgcVmJCYzLQDv2xVRbd1xkBoValwwSC5CoCBJPrqBoM%3D](https://www.theepochtimes.com/article/fixation-on-co2-ignores-real-driver-of-temperature-say-experts-5588495?src_src=Morningbrief&src_cmp=mb-2024-02-20&est=AAAAAAAAAAAAAAAAAdfA%2BZgcVmJCYzLQDv2xVRbd1xkBoValwwSC5CoCBJPrqBoM%3D)""

I believe that it is altogether improper to assume that 'global warming' is proven science and unnecessarily devalues and politicizes the Planning Commission Nelson 2042 Comprehensive Plan report and that these references should be deleted.

best regards,  
William Percy

On Tue, Feb 20, 2024 at 4:35 PM Nelson County Virginia <[info@nelsoncounty.org](mailto:info@nelsoncounty.org)> wrote:

Hello william percy,

We have published a new update on our website : Planning Commission February 28, 2024

You can view it from this link : <https://www.nelsoncounty-va.gov/planning-commission-february-28-2024/>

You received this email because in the past you have provided us your email address :

[trusty110@gmail.com](mailto:trusty110@gmail.com) to receive notifications when new updates are posted.If you wish to unsubscribe



from our newsletter, click [here](#)



--


*William Trusty Percy*  
[trusty110@gmail.com](mailto:trusty110@gmail.com)  
757-724-7427

Thank you!

jayne hoff <jaynehoff@gmail.com>

Thu 2/1/2024 8:53 AM

To:mkallen@vaems.org <mkallen@vaems.org>;koms@lynchburg.net <koms@lynchburg.net>;proulx@cfw.com <proulx@cfw.com>;Ernie Reed <ereed@nelsoncounty.org>;Charles Amante <camante@nelsoncounty.org>; robin.hauschner@gmail.com <robin.hauschner@gmail.com>;Dylan Bishop <dbishop@nelsoncounty.org>;Emily Hjulstrom <ehjulstrom@nelsoncounty.org>  
Cc:WADE LANNING <wblanning@comcast.net>;Marie Firth <mfohx292@gmail.com>;Alan Firth <otbass@gmail.com>;Karen Cowen <karenc24464@gmail.com>;Mary Hill <mhill6104@gmail.com>;Evans <foltsfolly@gmail.com>;Ray Queen <rayq@pcsda.org>;Sherri Smith <sherri@landercreative.com>

 1 attachments (196 KB)

KMRC Presentation 01.31.24.pdf;

A very good morning to you all, and happy February/leap year month!

Just a quick shout out for the enormous amount of time and effort you, along with the rest of those involved within Nelson County, put in with the Berkley Group in constructing the NC's Comprehensive Plan 2042. It is an incredibly impressive document, and certainly the Keep Montebello Rural Coalition (KMRC) hopes this will be a guide for a positive and product future within our county!

I've attached an electronic copy of our entire presentation from last evening, and we do hope that you will take the 10 min or so to read and digest the information contained therein. We feel it represents both our hopes and concerns well and succinctly.

We are very serious about hosting you all for a visit and tour of our beautiful locale, and invite you to join our entire community during one of our 'Firehouse Cafes'. We gather twice a month - the 2nd and 4th Tuesdays - starting at 10:00 am. The next 2 events are the 13th and 27th of Feb. You would have the opportunity to meet and speak with a large number of residents, and as promised...enjoy some of the best home cookin' in the state. That's a guarantee!

Again, we thank you for your efforts, and look forward to working with you in the future.

--

**when i let go of what i am,**

**i become what i might be.**

- Lao Tzu

February 19, 2024

Dear Members of the Nelson County Planning Commission and Board of Supervisors,

Like many other members of the community, I have been closely following the process of updating the Nelson County Comprehensive Plan (Plan). Surveys, community work sessions, on-line feedback, public hearings, and significant effort on the part of the County and its consultants have resulted in a pretty solid document intended to capture the vision of Nelson County moving forward. Not an easy task, and I'm sure all of you look forward to having this planning stage behind you.

As the process winds down I wanted to take this opportunity to weigh in and share my remaining concerns with the current draft of the Plan, and how it gets reflected in the upcoming updates to the County Zoning and Subdivision Ordinances (Ordinances).

As a resident of Nellysford, I am particularly concerned about unchecked development along the 151 corridor, the impact of such development on infrastructure and the already busy roadway, and how the County intends to preserve additional housing for the needs of County residents vs. feeding the tourism/short term rental beast that is particularly prevalent in the Nellysford area. I have communicated on a number of occasions the need for more specificity in certain defined terms that would impact development in areas of the County deemed suitable for development.

Regarding housing development in general, in a recent communication to Dylan Bishop I indicated that in the last draft of the Plan there were (1) terms that were defined in Appendix B but not used consistently in the text of the Plan (all defined terms should be used with initial caps), (2) defined terms that were incorrect, and (3) key terms impacting development that were not defined at all.

- Inconsistent use of terms: "small-scale" should be "Small-Scale Multi-Family Residential" and "traditional Village development pattern" should be "Traditional Neighborhood Development"
- Incorrect or unclear definitions in Appendix B: "Fourplex": four families in a structure with two dwelling units should read "four dwelling units." "Triplex": three families in a structure with two dwelling units should read "three dwelling units."
- The "Cluster Development" definition references a suburban setting. There is nothing suburban about Nelson County, nor should that even be an implied objective. Perhaps rewording the Cluster Development definition consistent with the Small-Scale Commercial and Small-Scale Multi-Family Residential definitions would be more appropriate: "Cluster Development: A design concept that *achieves* balance between growth and preservation by grouping residential and/or commercial uses

*together in a way that has a minimal impact on the character of the surrounding area."*

With regards to undefined terms, I do not get a sense that the County, for reasons unknown to those of us who are concerned, is willing to provide more clarity in the Plan around terms such as "moderate small village," "Village," "small scale," or "small-scale apartments." If the County was hoping for more flexibility down the road in drafting Ordinance definitions by keeping certain terms vague in the Plan I would urge the County to reconsider.

Clearly-defined terms are critical for providing complete transparency in how the County intends to implement the community-supported Plan moving forward via the amended Ordinances. To avoid conflicts between the community vision/Plan and the governing Ordinances, the two should be using comparable, if not the same, well-defined terms. Future zoning decisions made unilaterally (without public hearing) by the County based on interpretations of ill-defined terms in the Plan, or in the Ordinances themselves, could very well have unintended consequences. If in the future the defined terms no longer reflect the County's vision they can be updated through an amendment process to the Plan and Ordinances which would be subject to public review and comment.

It is my understanding that there is, or will be, an exercise to correct certain issues as part of final editing. Please use well-defined terms in the Plan, specifically around development.

Finally, I want to go on record as opposing Multi-Family Dwellings, Small-Scale Multi-Family Residential dwellings, and similar housing development along 151/Nellysford until the County implements and enforces Ordinances that would limit use of those dwellings for short-term rentals. An expectation that affordable housing along 151/ Nellysford will be available for existing County residents, or those who wish to live and work in Nelson County, is sadly misplaced. Absent short term rental restrictions, developed housing along 151 will by and large be scooped up for investment purposes to take advantage of the tourist trade. We are seeing it take hold within Stoney Creek itself, much to the dismay of its residents who are very concerned about the changing character of the community. I appreciate the economics of a flourishing tourist trade, and the County certainly understands a need to balance the tourist revenue with the housing needs of the County residents. This is a problem in many jurisdictions, and I hope that the County takes aggressive steps to strike a balance between affordable housing and short term rentals in Nelson when it drafts updated Ordinances.

Respectfully,

Jessie Dean

## Comprehensive Plan recommendations

Paulette Albright <britemtn2013@gmail.com>

Tue 2/27/2024 3:02 PM

To:Dylan Bishop <dbishop@nelsoncounty.org>

Cc:Emily Hjulstrom <ehjulstrom@nelsoncounty.org>;Mary Kathryn Allen <mkallen@vaems.org>;Ernie Reed <ereed@nelsoncounty.org>;Michael Harman <koms@lynchburg.net>;Robin Hauschner <robin.hauschner@gmail.com>;Charles Amante <canabte@nelsoncounty.org>;Phillipia Proulx <proulx@cfw.com>

Dylan,

Please, forward these comments to the Planning and Zoning Commissioners and the Board of Supervisors. Thanks to you and your staff for all the work done to prepare for these meetings and for helping the public stay informed.

~~~~~

February 27, 2024

Dear Planning and Zoning Commissioners,

As you are about to send your recommendations to the Board of Supervisors regarding the new Comprehensive Plan draft, I want to make comments about the community of Montebello.

Since the previous comprehensive plan was initiated in 2002 Montebello has trended toward a retirement community, but not in the style of Wintergreen. Individuals come here with the intent of embracing a simpler life in the presence of nature. People that move here don't come for the golf course, ski slopes, tennis courts etc. They neither expect or want these things. This attitude is reflected in the fact that the Virginia Outdoor Foundation holds over 1100 acres in conservation easements in Montebello. Other agencies may hold more that I am not aware of. We value our community and want to preserve it as it is.

The comprehensive plan of 2002 attempted to protect the rural character by encouraging agritourism and recreational activity rather than manufacturing or commercial enterprises. The success of that plan has created unforeseen problems that need to be addressed. Although the concept of campgrounds, water sports, or hunting, sound compatible with the remote area of Montebello, they are disruptive to the neighborhood and challenge our natural resources. These kind of businesses require high impact services such as roads, sanitation, water, utilities, and communications. The more remote the area, the more impact these services have on the immediate neighborhood.

Further protection of places like Montebello need to curtail commercial uses that require infrastructure that is antithetical to our existing community.

Thank you.


Paulette Albright

## Concerning Montebello

Stephanie Bryant <Steph.E.Bry@outlook.com>

Mon 1/29/2024 3:32 PM

To: Dylan Bishop <dbishop@nelsoncounty.org>; ehjulsteom@nelsoncounty.org <ehjulsteom@nelsoncounty.org>

 1 attachments (17 KB)

To Whom It May Concern.docx;

**IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender Steph.E.Bry@outlook.com**

Good afternoon,

My name is Stephanie Bryant and I am a concerned resident of Montebello. I know you have been getting a stir from other residents in this area and while my interests are similar, I am apart from their group. I am a legacy resident of the county. Both of my parents' families have resided in Nelson for centuries. My father's family is from up here in Montebello. I attached a letter that I would like to be given to the zoning and planning commissions for the comprehensive plan for the county. I ask that you take my thoughts into consideration and share them with the committees.

Thank you for your time!

Stephanie Bryant

To Whom It May Concern,

My name is Stephanie Bryant. I live in Montebello at the very tip of the western side of Nelson, two miles from the Blue Ridge Parkway. I am a multi-generational resident of Montebello. I have never had a job off the mountain as I have been very fortunate, most must go off the mountain for employment. I am currently employed at the Montebello Camping and Fishing Resort, which has is a 5th business within the county. The store was founded in 1894 and the campground in 1974 and is still owned and run by the Grant family.

I want to start by saying that I have no issue with growth within Nelson County as a whole. I do have an issue with the continued growth in Montebello and how it's impacting us. Montebello is a tiny community that has become more of a retirement community in the last thirty years. We have a lot of older folks and very few children up here. I was lucky enough to grow up in Montebello on Fork Mountain Ln. I was born in 1994 and until the last five to six years, I knew everyone here. I could tell you who was coming by the sound of a vehicle turning off 56 onto Fork Mountain with ease. There was barely any traffic, and we could play in our yards without having to worry because everyone on that road knew who we were and to watch out for us.

With the uptick in traffic, I fear having to raise any children on that road. No one cares now. They fly up and down the road without any regard for if there could be someone in the way. Trucks, cars, SUVs, ATVs, and other recreational vehicles up and down the road from dawn until at least 10-11PM, sometimes the middle of the night. This extreme increase is partly due to Camp Blue Ridge offering horseback riding most of the year and their employees going back and forth. It also has to do with the two Airbnbs and the two camping spots at the end of Fork Mountain Ln. Of course, the Airbnbs have produced the most traffic, and these people get lost easily as there is no cell service or Wifi close to here.

There are some people who come up here to get away from the big cities and then start missing those conveniences. They want change and want it at the expense of our mountain. Or they just purchase large acreage to turn us into another Wintergreen. Our mountain and community cannot handle that much of an increase in development. We can't handle all these cabins and homes and timeshares and Airbnbs to keep opening. All the beauty, quiet, and peace that they fell in love with is going to be gone. It'll be wall-to-wall homes just like Wintergreen and we are not prepared for or desiring that volume of tourism. Our roads can't handle the traffic. The ones who are here as Legacy residents won't be able to afford the property taxes because we must pay for their decisions that increase the land value. Is it fair for us to have to be financially burdened for the rich moving in and taking away from the community that our ancestors put their blood, sweat, and tears into?

I have multiple generations buried on this mountain. Their work is what helped make it possible for the non-locals to move here and make a home or a profit. We don't mind newcomers but there must be some way for the county to help us make sure they don't destroy what my family and several others have built here. We don't want paved roads. We don't want to be run into a ditch because the new landowners or their short-term tenants can't drive the mountain. We don't want strangers coming onto our properties and acting as if they have right to be there. We want the home we've had for centuries to be preserved so our descendants will be able to love and enjoy this mountain as their home, just as we have.



I want it understood that while I work at the store and campground in Montebello, I do NOT wish for these short-term rentals or campground ideas to not be approved because of the business I work for. I am against them as a Legacy resident of Nelson County. Some competition is healthy, and we have our own special niches that keep us apart from the rest. We have healthy relationships with the business managers/owners of The Retreat at Crabtree Falls and the Crabtree Falls Campground. We have friendships with them and other companies within the county. We love our county and our community.

I am asking that as the Comprehensive Plan for Nelson County, Nelson 2042, is designed and implicated for the next twenty years that Montebello is thought in a positive light of preservation. We are small. Our roads are small. We love how undeveloped we are, despite having seen development in recent years. We ask that you look around and see that we don't need two Wintergreen Mountains in Nelson County. Keep development to a minimum. I understand by-rights but there must be some compromise the county can do to ensure that Montebello doesn't grow outside of what it is now to line the pockets of the people who keep moving in only for that reason.

Montebello means 'beautiful mountain'. Don't let these people keep moving in and destroying what we were named after. I am asking this as a 29-year-old Legacy Resident of Nelson County, whose paternal roots are in Montebello, and maternal roots expand down into Massies Mill, Piney River, and Lovington, and whose heart breaks every time I hear of another piece of our home being overtaken for greed.

Sincerely,

Stephanie Bryant

Legacy Resident of Nelson County

Concerned Resident of Montebello

Email: [steph.e.bry@outlook.com](mailto:steph.e.bry@outlook.com)

# **NELSON COUNTY COMPREHENSIVE PLAN**

**Comments about the December 7, 2023 Draft**

**Wade B. Lanning  
5297 North Fork Road  
Montebello, VA**

**Submitted January 30, 2024**

# **Nelson County Comprehensive Plan Comments**

*Wade B. Lanning - January 30, 2024*

## **Recommended Changes to the Comprehensive Plan**

### **1. Revise the Montebello definition in Map 3.1 and described on page 41 as a general geographic region.**

Based on Nelson County data and Central Virginia Electric Cooperative information, an estimated 300 households exist in the Montebello Region as defined below. For the purposes of and throughout the Comprehensive Plan where appropriate, it is recommended that instead of a pinpoint for Montebello as shown in Map 3.1 on page 37 (also see Attachment A below), a section referred to as the term “**Montebello Region**” be used, which would include the general western end of the Rt 56 corridor and adjacent side roads as shown in Attachment B and described as follows:

- From the intersection of Rt 56 and Campbell's Mountain Rd, and extending north up that road to the Blue Ridge Parkway near Love, including Chicken Holler Lane.
- From the Rt 56/Campbell's Mountain Rd intersection, extending west along Rt 56 to the Blue Ridge Parkway, including the side roads off Rt 56, such as North Fork Rd, Meadow Lane (to Crabtree Meadows), Fish Hatchery Lane, Seaman Lane, Fork Mountain Lane, Painter Mountain Road, Zink's Mill School Road, Irish Creek Road (the portion within Nelson County), Bradley Lane, Spy Run Gap Road and Mill Creek School Lane, in addition to smaller intersecting and neighborhood roads along each that exist within the Nelson County footprint.

### **2. Rephrase the term "*focused development is not encouraged*" on page 44.**

On page 36 of the 12/7/23 draft Comprehensive Plan, Montebello is listed as a "**Rural Destination**". On page 44, there is a discussion of Rural Destinations to include the statement that those places and areas are where “...focused development is not encouraged.”. It is suggested that instead of using the term “focused development is not encouraged” that the intent here be more precise and specific. For instance, language such as “**more stringent limitations be initiated for dwelling density and short-term rentals on land tracts in the Montebello Region**” or similar language be used instead. Furthermore, it is suggested that in the Comprehensive Plan, recommendations be made to revise existing zoning ordinances to include specific criteria for zoning districts in the Montebello Region that limit dwelling density and short-term rentals.

The rationale for the two recommendations above is due to the rural character, terrain, road conditions and other reasons, which is discussed below in more detail.

## Reference Information from the Comprehensive Plan

(some text boldface added for emphasis)

- On page 37, Map 3.1, Future Land Use, shows the village of Montebello within a yellow circle surrounded by Rural Areas, High Conservation Value Areas, Natural Corridors, and a Permanently Protected Landscape. (see Attachment A).
- On page 41, Montebello is described as

*"Located in the Southwestern quadrant of the County, Montebello is a gateway to Nelson and a basecamp for outdoor recreation tourists looking to camp, fish, or hike Crabtree Falls or other trails along the Blue Ridge Parkway or in the National Forest. Like other **Rural Destinations**, additional development is limited by steep slopes and protected landscapes, but the community can still benefit from enhanced services, connectivity, and wayfinding projects."*

- On page 36 of the Comprehensive Plan, Montebello is listed as a "**Rural Destination**". On page 44, there is a discussion of Rural Destinations, in which the following description is provided:

*Nelson County's **Rural Destinations** are places with distinct character and identity within the County's rural landscape. These places have specific place names and carry historic and cultural significance for the community but did not develop into larger villages. Today, these places are home to many of the cultural assets and recreation amenities that identify Nelson County. Because of the development constraints that limited and continue to limit development in these areas, **focused development is not encouraged**. Rather, investment should prioritize improving and expanding access to community centers and recreation assets that serve as the backbone for these Rural Destinations and help bolster economic growth throughout the County.*

- On page 39, there is a discussion of Rural Areas with the following description:

*The aspect of Nelson County valued most by the people who live and visit here is its rural character. Rural Areas comprise the majority of the County, aiming to protect rural character by maintaining natural areas and agricultural uses while allowing low density residential development that fits into the landscape. Rural Areas typify the historic and natural landscape of Nelson County that includes prime agricultural areas, forested mountains, and rural homesteads. The area also currently includes some low-density single-family subdivisions. Alterations and retrofits to these developments to enhance resiliency and conform to current health, environmental, zoning and subdivision standards is appropriate and encouraged; however, **expanded, or new subdivisions is not the primary intent of this planning area**. Any new residential development must be carefully planned for, taking into account slope, soil, and septic suitability, viewshed protection, resource impact, and other factors.*

- On page 38, there is a discussion about Conservation Areas in which the following description is included:

*Conservation Areas are those areas with significant environmental sensitivity and/or areas that are currently protected from development through permanent conservation or recreation use. They are established to minimize detrimental impacts to the environment, maximize groundwater recharge capacity, and protect key natural resources. Examples include steep slopes, flood inundation zones, sensitive environmental corridors, and federal and state lands.*

## **Historical Overview**

This is a brief historical overview to help understand the culture and character of the Montebello Region as defined above and to support the recommendations.

Before European immigrants settled in the area that is now Nelson County, it was used as hunting grounds by the Iroquois and other Native Americans. Englishman first explored the area in the early 1700s. Among those early explorers and hunters were John Findlay, for whom Findlay's Mountain near Shipman was named, and Allen Tye for whom the Tye River was named.

Royal Governor Spotswood, as the agent of the English crown, organized and led an expedition in 1716 across the Blue Ridge and into the Shenandoah Valley. In 1722, the Iroquois agreed to stay west of the Blue Ridge, thus removing a source of danger and allowing the colonists to move west with less risk of Indian attacks.

The Virginia Royal government began recording land patents in Amherst County and Nelson County in the 1700's. Dr. William Cabell was the first Englishman to receive a land patent in 1738 for a tract of 4,800 acres in what is now known as Nelson County. The first land patent in the Montebello area was granted almost 30 years later in 1765, to John Drummond and Thomas Doswell for 3980 acres. It included the headwaters of both the North Fork Tye River and the South Fork Tye River and what is now considered the greater region of Montebello.

Land grants were subsequently recorded on Fork Mountain and along the North Fork Tye River, typically a few hundred acres or less, starting in 1775 with two tracts on Fork Mountain by Thomas Doswell, followed by two tracts by Nathaniel Clarke in 1783, James Tilford in 1796, John Tilford in 1797, Edmund Coffey in 1799, Peter Jacobs and Tilman Hight in 1824, as well as others about the same time in the vicinity. Within years, some land owners bought adjoining tracts, creating more extensive tracts such as 1000 acres by Major Dowell, for which Dowell's Ridge is named, and James D. Goodwin who accumulated 1314 acres on Fork Mountain. After Goodwin passed, his heirs sold that entire tract to Lemuel Turner, and then it was divided into smaller tracts following his death in 1878.

During the mid to late 1800's, the settlers raised families in that rugged region. Starting at Campbell's Creek, the elevation rises steadily to the North and South into the mountains. The main western corridor was up the South Fork Tye River, now Rt 56, and included several side roads along the creeks into the hollers, the meadows, and up the ridges, most of which were dead ends. The North Fork Tye River splits off the Tye River at Nash and continues up the mountain, reconnecting with the Rt. 56 corridor at the Zink's Mill School Road and Bradley Lane intersections, and to the Blue Ridge Parkway via Spy Run Gap Road.

Settlers lived along the Tye River's South Fork and North Fork, as well as up in the roads and hollers off those rivers. The terrain was such that transportation was an arduous process for the settlers. Many chose to live in the hollers or up on the ridges, only coming out for necessities. Andy Sorrells, who lived on North Fork Road in the early 1900s, said they had everything they needed to survive in that region. There were schools, churches and small stores that provide all their needs. Grain mills throughout the region allowed the residents to have their grain processed near where they lived.

## **Current Overview**

Local historian Lynn Coffey has documented the lives of the settlers' descendants, their way of life, where they lived, where they worshiped and attended school. She has studied the Montebello region for 45 years, documenting the history in her *Backroads* magazines and numerous books, and continues to do so in cooperation with the Nelson County Historical Society. Mrs. Coffey said that the Montebello region is one of the most unique areas of Nelson County from a historical heritage, cultural and character standpoint, largely influenced by the terrain and geography. Based U.S. Census records, USGS Maps and *Backroads*, "Early Map of Route 687 – North Fork of the Tye River" that show dwellings (See Attachment C), currently there about the same number of dwellings in that valley as there were in the first half of the 1900's. Although the number of dwellings is about the same, the number of inhabitants may have been more years ago due to so many children living in the households.

Most of the original dwellings are gone now, having deteriorated with time and razed, or simply rotted away. However, there are numerous houses left in the Montebello Region dating back to the late 1800's and early 1900's. (See Attachment D). Some of the older houses that are gone were located on what is now National Forest property that consists of hundreds of acres. Photographs of most of the surviving homeplaces in that region are on the Nelson County Historical Society website at the "Backroads" page.

It was fortunate that only a few houses were damaged during Hurricane Camille in the Montebello Region as defined above. Since the Tye River starts at higher elevations, Camille stormwaters mainly damaged the roads, and tore out bridges or bridge approaches in the region. At least a few houses and buildings were moved off their foundations, but no one was documented to have died in the Montebello Region as a result of Camille. (See Attachment E).

Many descendants of the early settlers still live in the Montebello region, including some on the land of their ancestors. Newer houses are often on large land tracts, but not necessarily at the exact location as original dwellings from the 1800's and early 1900's. Now, most full-time residents of the Montebello region live on Rt 56 or within a couple of miles of the Rt 56 entrances to the side roads.

Currently, many residents of the Montebello region live there either full time or part time enjoy the beautiful, quiet environment where neighbors still stop on the road to converse. The rich culture, history and rural character of the Montebello region is vital to preserve so it is not lost forever.

### **Terrain, Health, and Safety**

The roads in this region are narrow and winding. Although Rt 56 and Campbell's Mountain Road are paved, the sharp curves require familiarity and careful driving skills to avoid accidents. Tractor trailers are restricted on Rt.56 and Campbell's Mountain Road because they stall on the steep sections and often get caught on the sharp curves, requiring emergency services extraction. Although they are restricted, some still try to travel through the region. These large trucks pose traffic safety hazards for other vehicles traveling in the opposite direction, delay emergency response by blocking the road, and risk injury to those called to retrieve the stalled trucks and those dropped off the road.

Most side roads in the region are one-lane, dirt, and gravel, presenting safety hazards, such as vehicles having to back up to pass in some sections as well as blind curves. Although not always documented in the police records or discussions in the draft of the Comprehensive Plan, there have been low-speed collisions on these roads or cases of vehicles going off the road. Cellular reception is non-existent in this region, so if there is an accident where emergency services are promptly required, the landline needed can be a mile or more away.

Over-development of the area could also adversely impact the sensitive species, ecological cores, and waterways of the Montebello area. As recorded in the draft Comprehensive Plan, Table 6.2, Nelson County has endangered and threatened species and ecological cores, including the Montebello mountain region. Also, the Tye River, which originates in the Montebello region, is already considered an impaired waterway due to bacteria levels (page 114 of the Nelson County

Comprehensive Plan), impressing upon the County to put measures in place that ensure any development proposed in proximity to the primary watershed and its tributaries be rigorously assessed and monitored, for runoff protection with secure measures established to prevent damage to wildlife and human health and safety.

## Summary

It is for the reasons discussed above that the recommendations above are submitted.

## Reference Sources

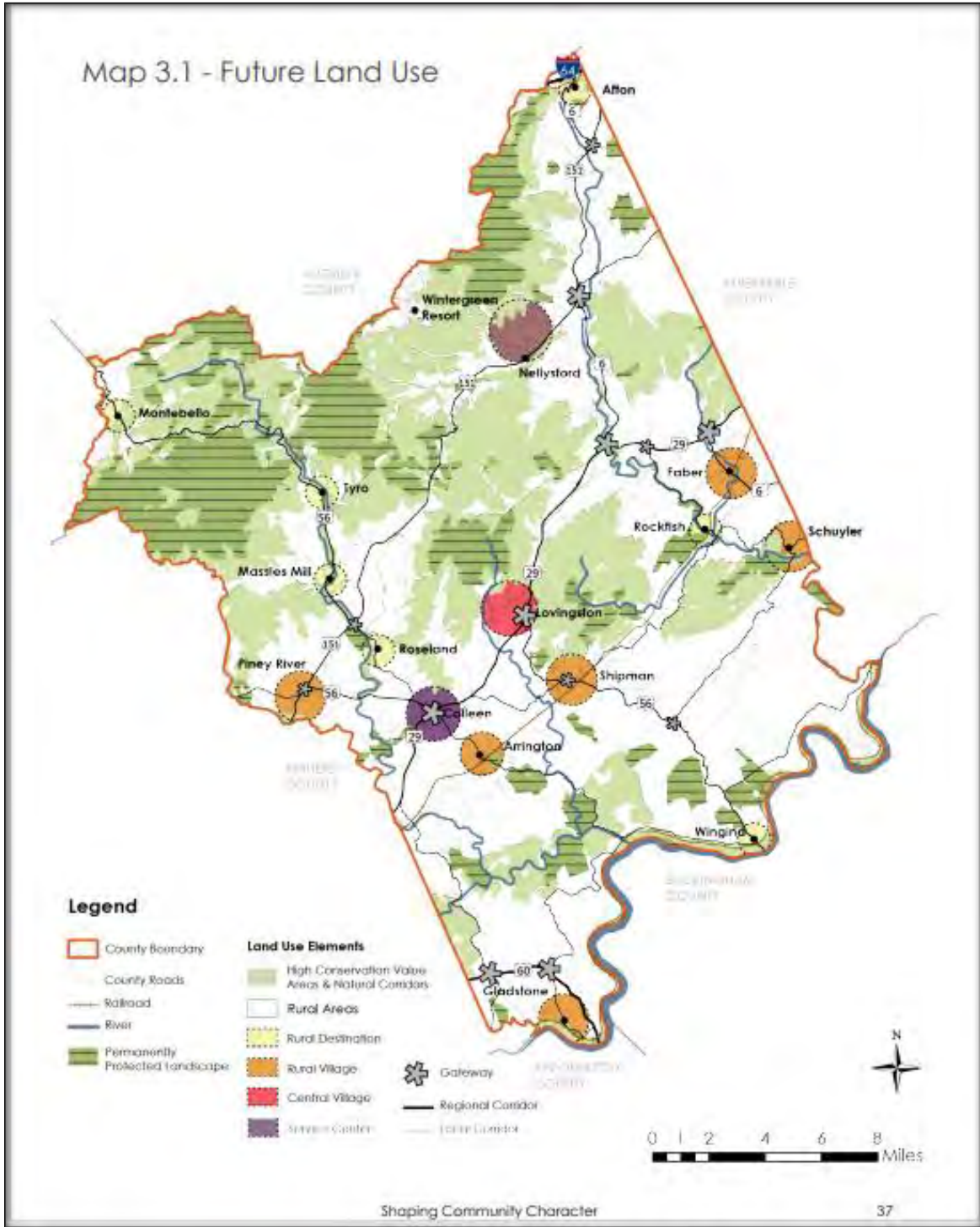
The following documents and sources were used in preparation of this document;

1. Oliver A. Pollard, Jr., *Under the Blue Ledge, Nelson County, Virginia*, The Dietz Press, 1997
2. Library of Virginia, Virginia Land Patent and Grant Archives
3. Department of Commerce, Bureau of the Census, Population Schedules, 1870 – 1950
4. U.S. Department of the Interior, Geological Survey Maps, 1931, 1941 & 1951
5. Lynn Coffey, "Early Map of Route 687 – North Fork of the Tye River," *Backroads*, September 2003 (Attachment C below)
6. Lynn Coffey, (book series), *Backroads, Backroads 2, Backroads 3, Appalachian Heart, Mountain Folk, Crazy Quilt*, Quartet Books, 2009 - 2019
7. Nelson County Virginia, GIS Webpage & Planning and Zoning Dept. (re number of dwellings west and north of the Rt 56/Campbell's Mountain Rd intersections)
8. Central Virginia Electric Cooperative, Power Distribution Map and conversation with Mr. Palmer. (re number of customer/electric meters west of Nash on the 56 corridor)
9. Paul Saunders, *Heartbeats of Nelson*, The Saunders Publishing Company, 2007
10. Nelson County Historical Society, conversation with Hurricane Camille resource William R. Whitehead, January 26, 2024



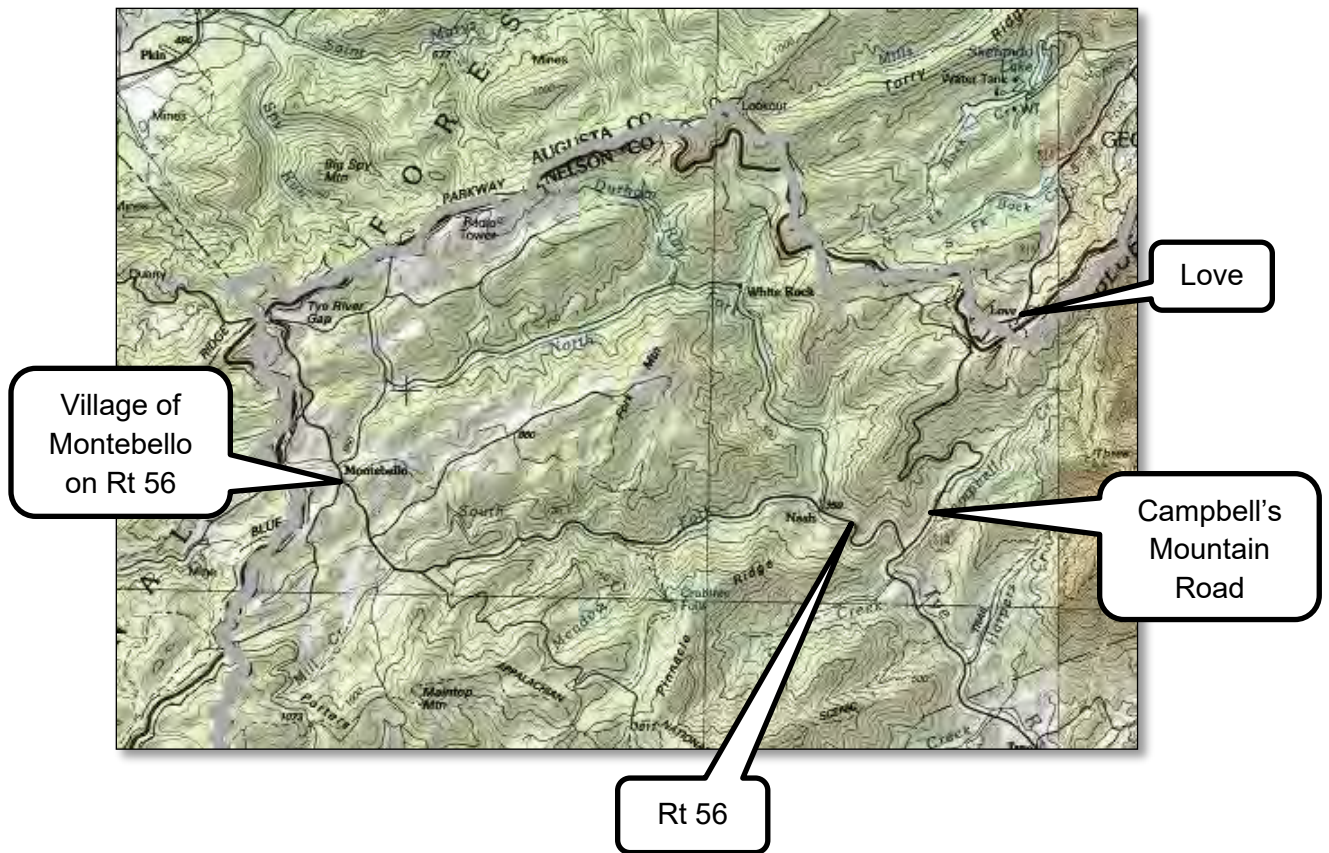
# Attachment A – Map 3.1 Future Land Use

(Page 37 of the Comprehensive Plan)

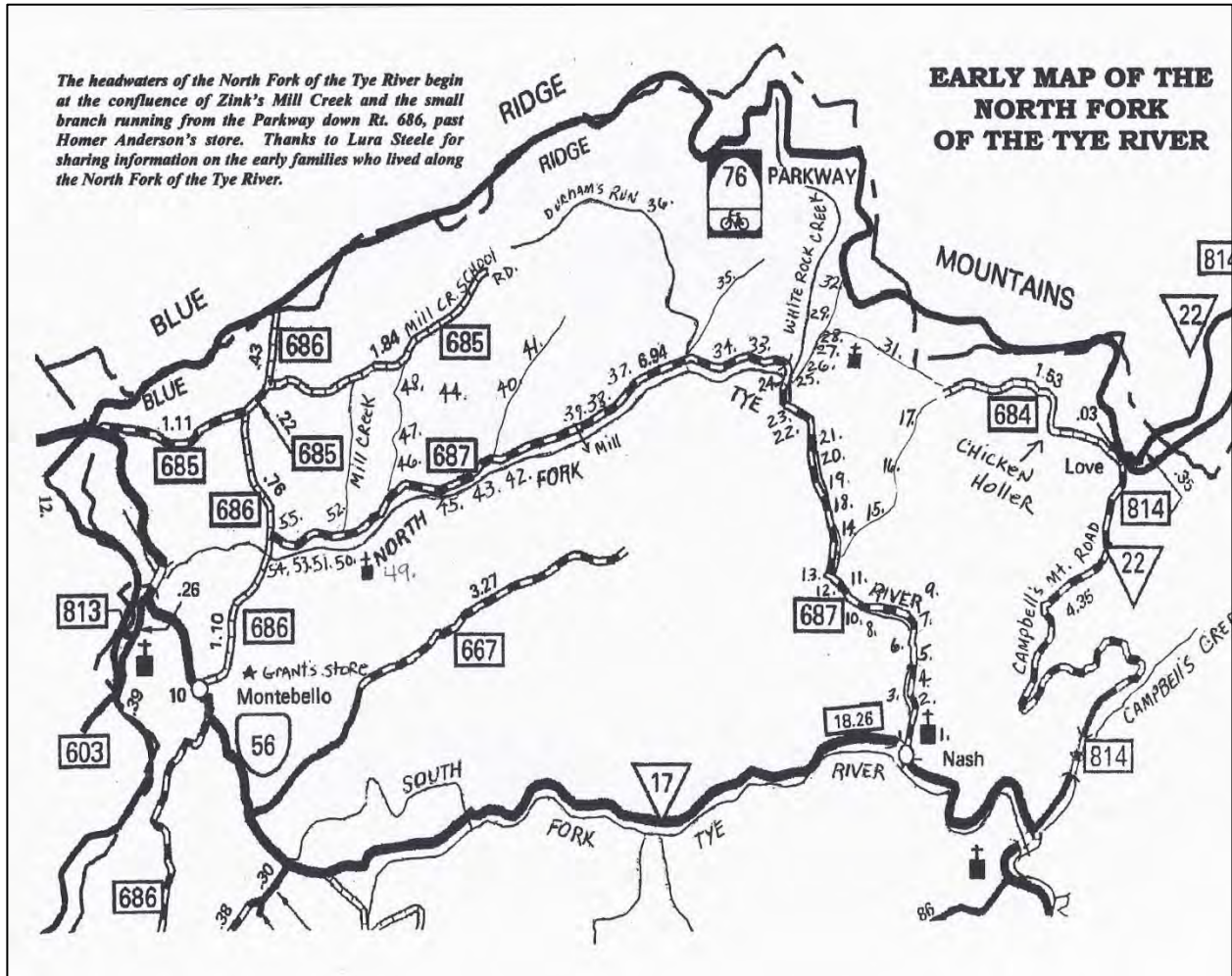


**Attachment B – Recommended “Montebello Region”**

*(Created from Nelson County GIS Webpage)*



**Attachment C – Early Map of Route 687**  
**North Fork of the Tye River**  
 (Courtesy Lynn Coffey, "Backroads", September 2003)



This map is meant to show where many of the old homeplaces, churches, schools and stores were located on Rt 687 from Nash to Zink's Mill School Road near Montebello around the late 1880's to early 1900's. This 7-mile stretch is known as the North Fork (or Prong) of the Tye River. On July 28, 2003, Lura Steele, Phillip Greene, Billy Coffey and Lynn Coffey made the trip up the river. Lura's mother, Burgess Coffey (1902 – 1993) and Annie Carr (1907 – 1997), put together this information many years ago and gave it to Lura to record. We assume most of it is correct but cannot be 100% certain on all points. We have given the mileage to each point shown by number because many of the buildings no longer exist. It is as accurate as we could make it, considering how long ago these places were here.

See Key Next Page. "Homeplaces" are still standing – "Homeplaces" are not as of 2003.

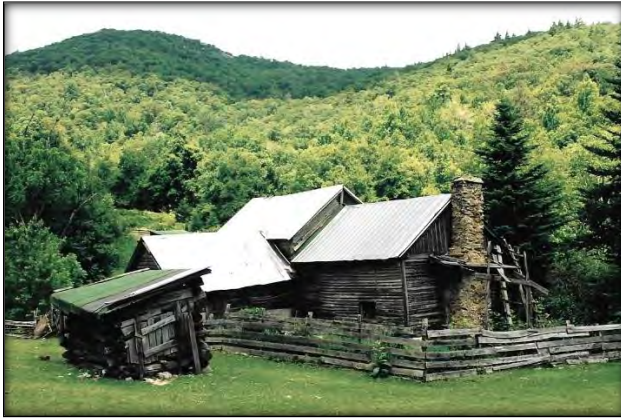
## ***Key to Early Map of Route 687 – North Fork of the Tye River***

1. Evergreen Christian Church, 0.2 miles
2. Andrew Jackson Coffey Graveyard, 0.5 miles
3. Walker & Martha Hatter Homeplace, left of river, 0.5 miles
4. Alec & Salina Coffey Log Cabin, 0.6 miles
5. Benjamin & Betty Coffey Homeplace, 0.7 miles
6. Coffey Family Cemetery, 0.7 miles
7. Lee & Ella Fitzgerald Homeplace, 0.9 miles
8. Fitzgerald Cemetery, 1.4 miles
9. Mitchell & Ella Fitzgerald Homesite, 1.5 miles
10. Marshall & Cora Fitzgerald Homeplace, 1.6 miles
11. Spottswood & Nancy Fitzgerald Homesite, 1.8 miles
12. Boston & Nellie Taylor Homeplace, 2.2 miles
13. White Rock Cemetery, 2.2 miles
14. John & Nettie Taylor Homeplace, 2.3 miles
15. Lewis & Mary Ann Fitzgerald Homeplace, 2.3 miles
16. Elliott & Ellie Fitzgerald Homesite, 2.3 miles (behind Taylor)
17. Mayo & Sally Fitzgerald Homesite, 2.3 miles
18. Holloway Coffey Homesite & Store
19. Baptizing Hole, 2.5 miles
20. The Massie Camp, 2.5 miles
21. Alexander Coffey Homesite, 2.6 miles
22. Eli & Fanny Coffey Homeplace, 3.0 miles
23. Hercy & Burgess Coffey Homeplace, 3.0 miles
24. White Rock Bridge, 3.0 miles
25. Dolphus Coffey Homeplace, 3.0 miles
26. White Rock School, 3.1 miles
27. White Rock Church, 3.1 miles
28. Dolphus & Iolala Coffey Homeplace Store, 3.1
29. Charlie & Teressie Coffey Homesite, 3.1 miles
30. Holloway Coffey Cemetery. 3.1 miles
31. Joe & Mary Jane Fitzgerald Homesite
32. Robb & Etta Coffey Homesite (near BRP)
33. Roy Allen Homesite, 3.1 miles
34. Clearing Branch, 3.4 mile
35. Jake & Grover Allen Property, 3.8 miles
36. Grover & Elvira Allen Homeplace, 3.8 miles
37. Fayette & Lilly Taylor Homesite, 3.9 miles
38. Bill & Nannie Coffey Homesite, 4.1 miles
39. Clarence & Maywood Coffey Homesite/Store, 4.2 miles
40. John & Hester Phillips Homesite, 4.4 miles
41. Hansford & Lee Phillips Homesite, 4.4 miles
42. 42, Jim & Henry & Bessie Phillips Homesite, 4.4 miles
43. Wilda & Ida Sorrell Cabin Homesite, 4.5 miles
44. Wallace & Birdie Oliver Homesite, 5.1 miles
45. Alex & Evaline Fitzgerald Homesite, Mill & Store. 5.2 miles
46. Andy & Jennie (& 2<sup>nd</sup> wife Nettie) Allen Homesite, 5.5 miles
47. Allen Cemetery, 5.5 miles
48. Eugene & Ethel Allen Homeplace, 5.5 miles
49. Holiness Church, 5.5 miles
50. Ed & Nettie Mattox Homesite, 5.7 miles
51. Les & Wille Allen Homesite, 5.9 miles
52. Mill Creek, 6.1 miles
53. Ed & Carlene Allen Homeplace & Mill, 6.3 miles
54. Fitzgerald Land, 6.7 miles
55. Fauber Lands, 7.2 miles

**Appendix D – Some Old Buildings in the Montebello Region**

*(Circa mid-1800s to early 1900's)*

*Photos courtesy Lynn Coffey. More photos on the Nelson County Historical Society website*



*Averil Campbell Homeplace  
below Spy Rock near Montebello*



*Evergreen Church  
North Fork Road*



*Benjamin Coffey Homeplace  
North Fork Road*



*George Washington Coffey Homeplace  
Chicken Holler Lane*



*Cyrus Cash Homeplace  
Meadows Lane*



*Oscar Campbell Homeplace  
Campbell's Mountain Road*

**Appendix E – Hurricane Camille Scenes**  
*North Fork Road - Images by Jack Jeffers*



*White Rock Bridge a few days after Camille*



*Several Days after Camille Midway Upstream on North Fork Road*

## Emily Hjulstrom

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**From:** Candy McGarry  
**Sent:** Wednesday, March 20, 2024 10:09 AM  
**To:** Stephanie Bryant; David Parr  
**Cc:** Amanda Spivey; Dylan Bishop; Emily Hjulstrom  
**Subject:** RE: Board Meeting tonight

Good Morning Ms. Bryant,

Sorry we won't be hearing from you in person tonight, but thank you so much for your input below. Tonight the Board intends to hear the public's views on the draft plan and then they will have a comprehensive discussion at their April 9<sup>th</sup> regular meeting. We will be sure to include your comments for the full Board's review at that time. Thanks again for your engagement!

All the Best,  
Candy McGarry

---

**From:** Stephanie Bryant [mailto:Steph.E.Bry@outlook.com]  
**Sent:** Wednesday, March 20, 2024 9:58 AM  
**To:** David Parr <dparr@nelsoncounty.org>; Candy McGarry <CMcGarry@nelsoncounty.org>  
**Subject:** Board Meeting tonight



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender Steph.E.Bry@outlook.com

Good morning,

I hope this email finds you well. I was planning to go to the meeting tonight but due to personal issues, I will be unable to attend. I simply wanted my points to be put to the Board of Supervisors for this meeting in consideration for the Plan.

The by-right laws in Nelson County are too loose in regards to all of these little ventures over the entirety of the county. The by-rights and zoning ordinances need to be reviewed, updated, and tightened up. Cluster housing developments minimum acreage is 75 acres on Agricultural zoned pieces of parcel. That itself lets opportunists step in and put these cluster housing developments on larger parcels with intent not to be a living situation, but to open up for short term rentals.

People should be able to do as they wish with their properties BUT they should be held up to higher standards because builds exclusively for short term rentals is a commercial venture. AirBnBs are getting out of control and need more structure in opening and running of them. People who are in Richmond, close to the coast, Northern VA, there was even one for New York are coming in and putting up these rentals. How is that okay? How is it okay for someone to buy 100 acres of property and put up 10-25 cabins or housing units without it being reviewed as a commercial venture or being fully reviewed and approved by the rest of the county or surrounding land owners? I'm not only talking about the one most recent that has Montebello in a stir. There are talks of a couple more.

My thoughts:

\*Look at the by rights, make it so the landowners have to go through proper channels such as a full site plan and get rezoned for multiple dwellings or other structures that seem more than just standard living dwellings.

\*Put forth more laws and ordinances to tighten up on AirBnbs.

Not just for Montebello but our county is getting clipped away by people who don't live here full time or are planning to be here, putting up all of these things, and then selling out for their next venture.

Thank you for your time.

Stephanie Bryant



## Emily Hjulstrom

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**From:** Dylan Bishop  
**Sent:** Monday, January 29, 2024 2:07 PM  
**To:** Catherine Redfearn; Chris Musso  
**Cc:** Emily Hjulstrom  
**Subject:** Fw: Comments on the most recent draft Comprehensive Plan

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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**From:** Jessie Dean <juudean@msn.com>  
**Sent:** Wednesday, January 24, 2024 9:44 AM  
**To:** Dylan Bishop <dbishop@nelsoncounty.org>  
**Cc:** Ernie Reed <ereed@nelsoncounty.org>; 'Robin Hauschner' <robin.hauschner@gmail.com>  
**Subject:** Comments on the most recent draft Comprehensive Plan

Hi Dylan-

In advance of this evening's Planning Commission meeting I wanted to share some of my concerns with the latest version of the draft Comprehensive Plan.

At a very high level, I was happy to see an effort to include formal definitions of terms used in the Plan. That said, there are still key terms that are either not defined or terms that are defined in Appendix B but not used consistently in the text of the Plan (all defined terms should be used with initial caps). Given the community concerns about unchecked development in Nellysford I believe it is important that the Comprehensive Plan be drafted for utmost clarity on this issue. This is likely a matter of final editing.

The undefined terms or inconsistent use of terms on page 44 include: small-scale (should be "Small-Scale Multi-Family"), traditional Village development pattern (should be "Traditional Neighborhood Development"), moderate small village, Village, and small-scale apartments (the last three need to be defined in Appendix B). If the County was hoping for more flexibility down the road by keeping certain terms vague I would urge the County to rethink that. If in the future the terms, as formally defined, no longer reflect the County's vision they can be updated through an amendment process to the Comprehensive Plan which would be subject to public review and comment.

The Fourplex and Triplex definitions in Appendix B are particularly unclear. Four families in a structure with two dwelling units? Three families in a structure with two dwelling units? Are these just typos from cutting and pasting the Duplex definition (two families in two dwelling units)?

Although technically a separate exercise from the Comprehensive Plan, but one that dovetails, any changes to the applicable ordinances regarding definitions and approvals for cluster development, and other similar zoning issues, should be consistent with the adopted Comprehensive Plan, and subject to public hearings where the community has the ability to weigh in.

Finally, an affirmation that the BOS will work with VDOT on 151 safety issues may look good on paper but appears to be far more complicated. VDOT representatives expressly stated (at their last public meeting about the 151 study) that efforts to improve safety on 151 by addressing speed and truck traffic are issues that the BOS has to initiate and sell to the applicable Commonwealth commission responsible for approval. VDOT was clear that they can conduct studies and make recommendations but approvals for such changes are not within VDOT's control. At the last joint work session for the Comprehensive Plan there was an acknowledgment that the County's options are somewhat limited regarding such improvements. Is the BOS willing to go to the mat with the Commonwealth? If so, I would suggest something along the lines of: "The Board will make best efforts to pursue the Commonwealth's approval of safety improvements for the 151/6 corridor with the assistance of VDOT."

Thanks, Dylan.

Regards,

Jessie

**01.24.24**

**Dave Parr and Mike Harman of Nelson County  
and Marie Firth and Jayne Hoffman of KMRC**

We're representatives of the newly established **Keep Montebello Rural Coalition (KMRC)**, made up of **residents and friends of Montebello VA.**

**Mission:** The **Keep Montebello Rural Coalition** is committed to preserving our community's unspoiled nature, neighborly relationships, cultural heritage, authenticity and rural character.

This coalition came together as a result of Lacy Montebello LLC (LMLLC) and its actions to pursue commercial development within Montebello. In early 2023, LMLLC submitted a Major Site Plan request for 9 short-term rental cabins (requiring the clear cutting of a large number of trees adjacent to the North Fork Road, as well as construction taking place directly on the floodplain of and immediately abutting our pristine Tye River). This Plan was approved by the Nelson County Board of Supervisors (BOS) in Apr 2023, resulting in 4 of the 9 cabins being completed in the summer. Our community became aware of this commercial endeavor only as building began, as no neighbors had been notified of it (in line with the current zoning ordinances). In August, the same party submitted SUP #1050 for 20 'glamping' sites to be constructed on the same property, further up the steep grade of their mountainside. Due to the notification requirements of the SUP, several residents became aware of the potential for additional commercial construction, and reached out to other neighbors. A group was formed, and attended both the Planning Commission and BOS Public Hearings that took place in Nov and Dec. Ultimately, the requested SUP was voted down by both, however the threat of future commercial development within Montebello and its surrounding area is what sparked our community to come together as the KMRC. We won't be caught unaware in the future.

The mission of KMRC is strongly aligned with the direction included within Nelson County's 2042 Draft Comprehensive Plan. We have studied The Plan document and affiliated zoning ordinances, and noted the following items we have questions and/or concerns about:

**Protect & Connect to Our Rural Environment (pg 21 of The Plan pdf)**

Nelson County's residents who took part in workshops and surveys ranked preserving environmental resources as the top focus area for the county's future. Strategic planning, updating, and implementation of the County's land use policies is necessary to ensure that the rural environment is protected, and that the community has access to the natural world. This includes not only physical access to trails and recreation, but also protecting Nelson County's environmental, natural, cultural and visual resources (pg 27).

KMRC is concerned that the Montebello region may be 'flying outside the radar' of Nelson County and its Planning Commission (PC). Here are a few reasons why Montebello should be considered a 'jewel' of Nelson County:

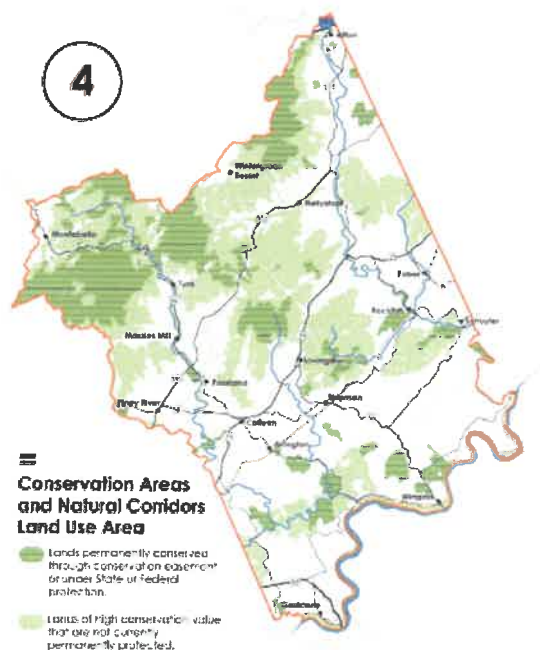
- Montebello is currently surrounded by federally designated forest and wilderness areas
- The greater Montebello area includes sections of the BR Parkway and Appalachian Trail

- Montebello includes more specific featured treasures such as:
  - Spy Rock
  - Crabtree Falls
  - North and South forks of the Tye River (state-designated Scenic River)
  - Other pristine tributaries
  - Unique biological environment (including rare flora and fauna)
  - Steep slopes
  - Close-knit legacy families and their ancestral lands
  - Unique historical background (rural, agricultural, railroad)
  - Multifaceted resources with the potential for conservation designation (environmental, rural, historical, visual)

Considering these many and varied examples of Montebello's resources, why is it not included in the "no growth" areas of Nelson County (p 8)? Could this be due to a lack of community input during that phase of the Plan's info gathering?

We have additional concerns about several things related to Montebello as included within The Plan document:

- The verbiage for Montebello as a 'Rural Destination' (pg 41) isn't accurate according to its residents, and especially as noted within The Plan (Montebello is a gateway to Nelson and a **basecamp** for outdoor recreation tourists looking to camp, fish, or hike Crabtree Falls or other trails along the Blue Ridge Parkway or in the National Forest.)
- Montebello and lands surrounding it are **NOT** listed as 'Lands Permanently conserved through conservation easement under State or Federal protection' (pg 35, map 4), but instead as 'lands of high concentration value that are NOT currently permanently protected'. Why is that?
- What exactly are the physical boundaries of the Greater Montebello area as it pertains to any of these designations (conservation, rural, rural destination, etc.)



- Within The Plan document, Montebello is identified as a '**High Conservation Area** (with lands that are **NOT** currently permanently protected'), a '**Rural Destination** ('places with distinct character and identity within the County's rural landscape', and 'places that have specific place names and carry historic and cultural significance for the community' (pg 40), a '**Rural Area** ('valued most by the people who live and visit here is its rural character. Rural Areas comprise the majority of the County, aiming to protect rural character by maintaining natural areas and agricultural uses while allowing low density residential development that fits into the landscape'). We also are being solicited by Maureen Kelly (affiliated with the Nelson County Visitor's Center and Historical Society) to apply for a designation as the '**Montebello Historic District**'.

All this is great, but it is not clear how any of those designations are meant to protect the wonder and resources of our neighborhood and its surrounding beauty.

Our questions to you are quite simple:

- How do we ensure that the designations Montebello has already received are indeed included within the future state maps and - ultimately - worked into the zoning regulations to follow?
- What is the deadline for final input into The Plan document, and how should we proceed in order to make that input most impactful for review by the Planning Commission and BOS?
- Are there other members of either group that we should be in contact with prior to next Wed's Planning Commission meeting?
- How will the update to zoning ordinances be made? Will the public have an opportunity to review those prior to being adopted?
- Is there specific data or items we should include in our presentation that would make the biggest impact?

We so appreciate the time you've allowed us, and look forward to working with you in the years to come!

Marie Firth

Jayne Hoffman  
(representatives of Keep Montebello Rural Coalition)

## Emily Hjulstrom

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**From:** Candy McGarry  
**Sent:** Wednesday, March 20, 2024 3:21 PM  
**To:** Christy Humphreys; David Parr  
**Cc:** Amanda Spivey; Dylan Bishop; Emily Hjulstrom  
**Subject:** RE: Tonight's Board Meeting 3/20/24

Good Afternoon Ms. Humphreys,

Sorry we won't be hearing from you in person tonight, but thank you so much for your input below. Tonight the Board intends to hear the public's views on the draft plan and then they will have a comprehensive discussion at their April 9<sup>th</sup> regular meeting. We will be sure to include your comments for the full Board's review at that time. Thanks again for your engagement!

All the Best,  
Candy McGarry

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**From:** Christy Humphreys [mailto:montebellochristy@gmail.com]  
**Sent:** Wednesday, March 20, 2024 2:49 PM  
**To:** David Parr <dparr@nelsoncounty.org>; Candy McGarry <CMcGarry@nelsoncounty.org>  
**Subject:** Tonight's Board Meeting 3/20/24



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender montebellochristy@gmail.com

Hello. It was my intention to attend tonight's meeting but I will not be able to make it in person. I appreciate my thoughts on the matter being taken into consideration.

The by-right laws in Nelson County are not stringent enough when it comes to the multiple for-profit construction and renovation projects that are arising within our county, particularly in the most rural of areas. The by-rights and zoning ordinances are in dire need of review and updating. Cluster housing developments minimum acreage requirement is 75 acres on Agricultural zoned parcels of land. That in itself allows opportunists to step in and develop areas with the intent to make money from short term vacation rentals, not to be confused with creating short-term housing where individuals would actually live.

Property owners should be able to do as they wish with their properties within reason and within the limits of the county laws, and they should be held to higher standards because builds exclusively for short term rentals are commercial ventures. AirBnBs are already getting out of control; so many of the houses you see dotted among our mountains is either a family vacation home that they rent out on AirBnB, or is a cabin or house home that someone from out of town purchased or built specifically to turn into an AirBnB. There needs to be more accountability and structure imposed by the county. Is it OK for folks who are not from our area, and have no interest in preserving our natural resources and beauty, to be able to buy up properties and do as they desire simply for a profit?

How is it okay for someone to buy 100 acres of property and put up 10-25 cabins without it being reviewed as a commercial venture or being fully reviewed and approved by the rest of the county or surrounding land owners?

And what message does that send to hundreds of other entrepreneurs whose main goal is to develop rural property for profit.

We need to take a good look at the by rights and make sure that landowners must go through proper channels, such as full site plans and rezoning for multiple dwellings or other structures that are more than standard living dwellings. Develop and enforce more laws and ordinances for AirBnbs. Our goal should be to protect and preserve our natural resources and beautiful landscapes, not only for future generations of tourists and visitors, but also for the generations of families that have been born and raised in this county and in these mountains.

It's so sad that our beautiful county is getting bought up and built up by people who don't even live here and ultimately sell out for their next money making opportunity.

Thank you.

Christina Grant Humphreys

January 30, 2024

Planning Commission  
Nelson County

RE: Comprehensive Plan Public Hearing January 31, 2024

Dear Members;

One of the issues addressed in the draft Comprehensive Plan is short term rentals, which are proliferating in Nelson County. I want to share my experience with such rentals, express my concerns about them and their proliferation, and my agreement with the draft Plan recommendation that such rentals must be more carefully regulated in order to protect the future of Nelson County and its residents.

Everyone is aware of the shortage of affordable housing in the County, a serious concern. Also of concern is the simultaneous boom in short term rental situations of many types and in a wide variety of locations. Such rentals have created an increasing number of issues for residents, such as the following:

1. Instances of fires, bonfires and fireworks, particularly of concern during a drought, as we recently experienced. Last August, while living in our prior residence in Faber, my husband and I witnessed an elaborate display of fireworks set off by visitors to our immediate neighbor's property, which they rarely occupy themselves. The large group of young adults set off many volleys of fireworks in the field between our houses, late at night, in a hayfield not yet mowed, in the midst of a drought. They were creating so much noise between the fireworks and yelling and celebrating that they could not hear us. There had already been one fire at that location, which occurred when the owners were not there, and burned down an accessory building. This time, we were so concerned we got our fire extinguishers and went out on our deck, standing guard until we felt the risk of fire had passed. We are at least 20 minutes from a fire station, so this was obviously worrisome. This is only one of many instances of which we are aware where visitors to Nelson County did not exhibit any concern for neighbors or the surroundings. And the problems are increasing.
2. When more people occupy a site than are technically permitted, it can create significant noise, at all hours, parking issues and more. Many of us living in Nelson County chose to do so specifically because of the quiet, peaceful setting. To permit unregulated rentals immediately adjacent to residential areas, or other inappropriate areas, flies in the face of the reason we're all here and ultimately can change the character of the County. Yet who can you



call to complain about the number of people on site if the owner is not there? What if there is no on-site supervision? Friends of ours have had to call 911 to deal with out of control rental situations.

3. Nelson County apparently simply does not have the ability to enforce all kinds of rules or regulations, since they are generally not a criminal offense involving the police. So who does? The neighbors suffering from the lack of consideration of renters, pitting neighbor against neighbor? Many of these vacationers really don't care about us, our peace and quiet or our regulations. We need structure, ground rules, regulations and the ability to enforce them. Where can they operate? Under what circumstances? Who is responsible for activities on-site? Who can enforce violations? Rules and regulations, without the ability to enforce them, rely on the character of the renters. That is not sufficient. Without addressing these issues, at the rate we're going, with these places popping up everywhere, Nelson County will change significantly.
4. Perhaps these issues can all best be addressed by requiring licensing for short term rentals.

I ask that you all take action to prevent Nelson County residents from increased incidents like these. The new Comprehensive Plan should address all of these issues, and they should be resolved before any additional short term rentals are allowed, particularly by permit.

Thank you,

Susan Luscomb  
780 Stoney Creek East, Nellysford

Amelia McCulley  
395 Pine Needles Lane  
Afton, VA 22920

January 30, 2024

Nelson County Planning Commission

**Re: Nelson County 2042 Comprehensive Plan**

Dear Planning Staff and Members of the Commission,

I'm writing as a property owner and resident of Nelson County. I applaud you for the good work on a much-needed Comprehensive Plan update for our community. I have a few thoughts to share with you.

**Historic Resources** - Please add more action-oriented strategies for protection of historic resources. The listed strategies are somewhat indirect. The listing on page 103 only includes a strategy relating to septic systems. For example, ***consider changes to zoning regulations that incentivize the preservation of, and protect the sustainability of, historic resources. Also consider regulations to support heritage tourism and other ways to embrace and celebrate our history in the economy.***

**Short Term Rentals** – Please add more action-oriented strategies for considering changes to zoning regulations ***that assure residential character is maintained in residential neighborhoods.*** The current language links issues of short term rentals to requiring an inventory and considering the impact on housing stock. For example, many localities have moved to short term rental as accessory to a full-time residence. This maintains the housing stock as well as the residential character.

**Agriculture** – Please add an action-oriented strategy to study zoning regulations that go further in assuring land remains available for farms. Applicable zoning regulations could work well with programs to purchase development rights.

**Fire and Rescue** – this was listed as one of the top-ranked community service priorities. What seems to be missing amidst discussion of EMS planning and staffing, is the need to establish an office of the Fire Marshall within local government. It is concerning that we do not have this now and is critical as Nelson County develops, including with expanded EMS staffing.

The draft Comprehensive Plan has 140 implementation strategies. They all seem to be relevant. While they are sorted into four priorities, this is a daunting list. It would help to reorganize them based on the four priorities.

Thank you for the work you do on behalf of us. Thank you for considering my comments.



Amelia McCulley, A.I.C.P.

**Emily Hjulstrom**

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**From:** Bill Pearcy <trusty110@gmail.com>  
**Sent:** Tuesday, January 23, 2024 12:02 AM  
**To:** Bill Pearcy  
**Subject:** NELSON COUNTY COMPREHENSIVE PLAN / Public Meeting Announcement

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender [trusty110@gmail.com](mailto:trusty110@gmail.com)



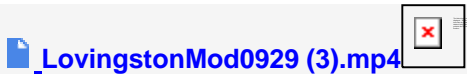
**NELSON COUNTY  
COMPREHENSIVE PLAN PLANNING COMMISSION PUBLIC HEARING**

**JANUARY 31, 2024 – 7:00 PM – 6919 THOMAS NELSON HWY, LOVINGSTON, VA  
22949**

**Notice is hereby given that the Nelson County Planning Commission will conduct a public hearing on the following item. All interested parties are encouraged to present their views at this hearing.**

NELSON COUNTY COMPREHENSIVE PLAN  
[https://76625c9b-4a32-4bbd-8723-e095184894d8.filesusr.com/ugd/900dcf\\_3e12dd2395364ee593c48e2cd6053614.pdf](https://76625c9b-4a32-4bbd-8723-e095184894d8.filesusr.com/ugd/900dcf_3e12dd2395364ee593c48e2cd6053614.pdf)

*\*\*\*my comments as I came to them in order*



*as they are listed in the 'Draft' publication of the "Plan":*

""Freight and Passenger Rail Two major railways run through Nelson County: the Norfolk Southern railway, which travels through Arrington, Shipman, and Faber, and the CSX railroad, which follows the James River through Gladstone, Norwood, and Wingina. These railroads actively facilitate freight rail through the Commonwealth. In addition, the Norfolk Southern line carries passengers via Amtrak to the cities of Charlottesville and Lynchburg and beyond. *\*\*\*either delete this or make a note that neither the freight or passenger trains stop in Nelson County. btw: how much revenue does the county get per yr from CSX and NS?*

"" Priority Transportation Projects  
This section lists priority transportation projects for the future of Nelson County. These projects have been identified by examining the County's existing and future transportation needs while taking into consideration community input and existing information from the plans and programs included in this Chapter *\*\*\* please*

*add item 17 by popular demand the citizen proposal for an overpass w/ off ramps at Hwy 29 and Callohill Rd (see link here):*

*""Wintergreen Resort, a key tourist destination and major employer for Nelson County, can also benefit from diversification. As temperatures trend warmer, artificial snow-making equipment may struggle to keep up with demand. \*\*\* unless you can cite credible statistical data or scientific study that supports this assumption, politicizing your report invalidates the virtue of an otherwise unbiased presentation. Less than half of the community has bought this globalist myth of wealth redistribution.*

*""Business Support Services Economic development is guided by the Office of Nelson County Economic Development Authority, whose mission is to promote the diversity and growth of the County's economic base*

*""Strategy #17 Continue to work with the regional authority to create a water and sewer master plan to identify current system needs and target long-term strategies to maintain and expand service areas. \*\*\* maybe make note that a major target issue of the 'Larkin Project' is a water treatment area.*

*"" Enhance the Effectiveness & Transparency of County Government Nelson County's Board and administration is committed to transparency, efficient, and accountable government. Keeping the community informed and engaged is an important aspect of this responsibility. Nelson County's website details County facility information, provides all board meeting dates and agendas, and acts as a repository for County news and information. Additional communications efforts, innovative tools, and different information platforms should also be pursued to help keep residents informed of events and important news, as well as the changes and developments of regular governance. Examples include establishing a more robust social media presence, expanding the online geographic information systems (GIS) catalogue, and creating virtual/online service options. \*\*\* It would be a nice service to the community if the YouTube Video recordings of the Board of Supervisor meetings were audible and somewhat professional. As they are now, it is an insult to our county to post this for public access.*

*"" To better centralize and modernize functions that are not located in the County Courthouse, a new office building is proposed for the Social Services, Planning and Zoning, and Building Departments. This new office will help administrators be more efficient and accessible to residents. \*\*\* maybe mention that there is a project called 'Callohill Business Park' that is being studied to address this issue.*

*"" Work with the Virginia Community College system to consider and advocate for a local branch in Nelson County, including collaboration between one or more existing colleges for a satellite branch. \*\*\* We could only hope and dream.*

--

*William Trusty Percy  
[trusty110@gmail.com](mailto:trusty110@gmail.com)  
757-724-7427*

The following is something I feel needs to be said. I present this as an additional consideration to the Nelson County Comprehensive Plan 2024. It would be better if many persons weigh in, and their ideas incorporated. I lay out a vision here, understanding I've left a lot out, that maybe we can take this up and shift our focus.

RE: Nelson County Comprehensive Plan 2024

## RESILIENT COMMUNITIES

Technology and modern life have altered our relationship to community. I am not sure we still function as a community in a genuinely self-governing way. We are definitely no longer self-sufficient. These basic functions have been eroded by a system that does not have our best interests at heart, and we've given much away unwittingly. If technology were to fail we would not be able to communicate, to organize, to get news, in short order to travel. What about feeding ourselves? Would we be entirely without skills and tools if this technology were to fail? It is really up to us to recognize and change this situation. Ultimately we are the government, so this is our job. How can we get back to knowing we can take care of ourselves as a community if we had to. Our grandparents and ancestors were able to do this before we were so overly dependent on technology, and it wouldn't hurt us to regain some of the Lost Skills and Knowledge they so meticulously honed for generations. It somewhat feels like our independence is at stake. We have the opportunity to do better.

I am not advocating against technology. Scientific advances to grow a human ear from carrot cellulose is really cool, and appreciated. But we have allowed much of it to change the way we live and interact with one another, and I think we are blind to many of the effects on our lives. Can we be more conscious of the negative effects, and work to change many of those in our lives.

There are problems in society today, and Nelson is no exception. Let us strive to solve these problems at a local level. Affordable housing, local employment (jobs that are engaging), affordable healthcare, feeding ourselves, the ever-increasing gap between rich and poor – these are issues for us to solve, working at both county and multi-county levels. Even down to plastic recycling – the plastic we use should not wind up in the middle of the ocean. It is time for us to take responsibility for our selves through working together as a community. There are tools available to us to do this. There are communities worldwide that have committed themselves to becoming more self-reliant, self-sufficient communities, and they are happier places for it. We can look to these examples to engage our citizenry and to utilize the resources we have, including innovation incorporating old and new. (For Example, see Partnership for Sustainable Communities, in collaboration with the US Dept of Agriculture, “Federal Resources for Sustainable Rural Communities”, 44 pgs, a collaborative effort between 4 government agencies).

Let us engage our citizenry. An engaged and vital constituency where each person works to the top of their abilities to help our nation (union) thrive is each citizen's responsibility (John Dewey, Thomas Jefferson) and is the intended objective of 'The Pursuit of Happiness' in our Declaration of Independence (Jeffrey Rosen, “The Pursuit of Happiness”, Interview on The 1A). Yet somehow we have allowed this purpose to lapse in modern civic life. Also engage our students in community life. Value the contributions of the under-18 crowd to problem solve and to provide value to our community. Can our students be more interactive in community life?

This kind of community commitment will bring younger families into the county who are willing to work toward a positive future with energy and industriousness. But they need our commitment to

provide the direction and structure.

Let us value the land itself, it's gifts, it's beauty, nature, the night sky, the cosmos in all her glory, and find our place in it.

Go back to basics. Let's look at what we need as a rural community. To feed ourselves. Self-rule, self-regulation. Look to how our ancestors survived, and with innovation, do it better. Look to the basics that our forefathers were proponents of, strive to commit to these ideals. We are the government, and this is our work.

Maybe we can't overcome the problems of the world, but we can work to do what's right, right here. We can help ourselves. We can do what we can that builds good will, reaches out to each other, helps ourselves and one another.

If we were tackling our greatest problems seriously, as if we had to solve them ourselves, rather than relying so heavily on outside forces our comprehensive plan might look very differently.

I propose we set aside a process whereby a Self-Sufficiency addendum be added to the county plan, and that aspect be open to revision on an ongoing basis as needed.

Thank you for listening,

Anna Samuels

March 2024

“Never doubt that a small group of thoughtful committed citizens can change the world. Indeed it is the only thing that ever has.” Margaret Mead.

## SPECIFIC INITIATIVES/POSSIBLE IDEAS

### **Place-Based Knowledge and Food Production**

*To become a more self-sufficient resilient community. To urge community members to be involved in food production, and preparation for their families. To create a community agri-Culture.*

- **Designate Nelson as an Agribusiness Agritourist County, and a Resilient Self-Reliant Community:** Feed Ourselves, Regain Lost Knowledge
  - Restructure our county economically as an entity in which we have more say, for the benefit of all, in how our funds are employed. (Are there Amish models of blended governance we can look at, etc)
  - Preserve existing farmland.
  - Help each home in Nelson to grow at least some semblance of their own food
  - Support initiatives that support family homesteading
- **Establish an Agriculture Center/Center for Lost Skills/Foodways Teaching Center** Teaching Museum and Repository of Knowledge – dialogue with the Library, based on:
  - Research and applied techniques for best practices in our type soil, improving soils
  - Methods for how to to prepare and preserve the food we grow.
  - Preparations for our own cleaning supplies, health products and extend this to non-food essentials, such as fiber and rope, other
  - Create a demo Ideal low tech Kitchen, using old and new technologies, based on 10% electrical usage of our average kitchen.
- **Establish a Food Cooperative.** What can we grow ourselves, what can be imported in bulk
- **Grow and research mushrooms.** Mushrooms grow really well here, and could work in conjunction with timber growing operations, another thing Nelson does well.

### **Self-Sufficient Energy Solutions** (in dialogue with CVEC)

*I do not know what CVEC is doing to protect the local grid, but I know they are doing something and have the same concerns residents have*

- Provide each home with a backup solar emergency system to use only 10% of their current usage. Provide solar power to every home to provide that 10%.
- Set up firewalls to isolate our local electric company from the national and regional grid.
- Put in place alternative devices that can function in place of some of the hackable electronic controls

### **Housing and Transportation**

- Establish Home Clusters, in order to:
  - Aid communication and organization (like phone trees) in the event of a major outage.
  - Share a power resource and alternative forms of transportation (e.g., bicycles)
  - Share a small electric vehicle charged by a small charging station, for emergencies (alternatively, have a county garage of driver or driver-less cars for emergencies)
  - Share a central farm, livestock, food processing equipment where possible, for a group

of people

- Create a small housing unit manufacturing facility, to build small units that can be distributed to complement existing clusters or at reasonable junctures throughout the county.

### **Physical and Mental Well-being**

*Find ways to support and add to existing health care that is out of reach financially for some.*

- As a focus of the Teaching Museum mentioned previously, **create a Folk and Natural Medicine Center** which serves as a repository of alternative and complementary medicine to provide an alternative to traditional medicine and pharmaceuticals. Look at historical precedent also.
- **Establish a Lifeways Program in the schools** that emphasizes healthy personal, family and community functioning, so that every student knows what healthy looks like.
  - Include basics for self-care, emotional (as well as practical). There are techniques emerging today that can help students learn to work with their own emotions, providing them pathways to health, particularly body-centered modalities. (For example, see UVA Flourishing Schools Initiative that has been employed in some school districts for 20+ years).

### **Spiritual Well-being**

*Spiritual health includes a sense of one's place in a larger existence beyond oneself, includes understanding and relationship with Cosmos and Nature, creating a sense of one's place in the world. This is essential to good health and further study should be pursued. Importantly, we respect the unique true heart of each person's understanding.*

### **Education**

*The existing Cosmetology Salon at the high school is a good example of what students can do, and says we Value Them, even though they are under 18, they have valuable contributions to make to our community and our world. We value their insights and ideas. I know a 16 year-old who periodically works as a chef. It helps our youth to be engaged, as they have much to offer.*

- **Include the programs listed above in public school curricula**, in an interactive process
- **Make community service a requirement** in schools, allowing students to pursue their unique areas of interest. They can contribute to any of the ideas that would help make their community a better place. They can do research. They can design and/or organize practical applications.
- **Support a blend between home-school and public school**

### **Environment**

- **Declare Nelson a Bird Sanctuary**, light of the fact that bird populations have plummeted, migratory territories destroyed. Give them a home here.



- **Declare a Plastic free county initiative**, in light of the fact that that micro-plastics are now found in every aspect of life tissue
  - Establish our own alternatives in plant and fiber replacements, as much as practicable.
  - Recycle all of our own goods.
  - Take responsibility for our use of plastic, we will figure out how to reuse or process it, limit it as much as possible.
- **Designate a Star-Gazing spot** that any people can come to and experience the beauty of the stars, connect with the wonder and grandeur of the heavens.
- **Establish a Glass Recycling Center.** No one wants the glass. Maybe we can find a use for it, or figure out how to affordably recycle it.
- **Reuse and Rethink Paper Food Wrappings and Containers** – many places are beginning to reuse their paper, cardboard and junk pulp wood for these uses. We can look into this idea as an economic concept. Also be open to developing other natural materials into usable products, such as Hemp Manufacturing for rope, fibers, fabrics and oils, other fibers, products.

### **Civic Connection and Democracy**

*Our government was founded on the intention of Participatory Democracy. To fulfill this civic duty we can change our government functioning on the local level so that we are actually participating in Shared Governance, so that we can function as a rural community in a way that is most vital for us.*

- **Establish an Exploration of Democratic Ideals Initiative and Center for Local Democracy**
  - It is essential that we are independent and self-sufficient for the health of our county, and yet too, we do not undervalue our interdependence with State and Federal governance, we participate and contribute to that as well as have the power to regulate our own governing. Share ideas with other such initiatives
- **Establish an Inter-county Region** – Our Health Dept is part of a seven-county Region, which possibly defines a reasonable 'region' for our purposes. Counties can begin to share some resources with each other to support self-sufficiency.

### **Culture and Music**

- **Establish a Nelson County Music Center** – Nelson County has birthed some exceptional musicians. A music initiative that encourages music-making in the schools and homes recognizes music as an important personal and cultural expression.
- **Establish a Spanish Speaking Center** - Spanish language signs, interpretative services, cultural exchanges

There are plenty of ideas, and these need to be refined, particularly statements involving existing entities such as CVEC, and how we could revise our local structure to work as an agribusiness. Due to time constraints and the magnitude of the project I can only put my ideas out at this time. This is simply a vision statement. I do think there are people in the county who may have additional ideas.

TO: The Nelson County Planning Commission

DATE: January 30, 2024

RE: Comprehensive Plan Public Hearing 1/31

Dear Commission Members:

I am writing, as I am unable to attend tomorrow evening, with respect to one particular aspect of the draft Comprehensive Plan of great concern to me. It is the recommendation that serious efforts be made to identify and protect the sites of historic importance in Nelson County in connection with the Plan, Zoning Ordinances and zoning issues.

I have lived in Nelson County for 50+ years, am a retired teacher, and a long-term member of Rockfish Presbyterian Church. As you know, a special use permit application has been filed seeking to create a campground on the adjacent property. Of the four criteria which are required to be considered in assessing the application, one is essentially to seek to prevent the potential damage to anything of historic importance.

At the entrance to the church is an historic marker erected by the Virginia Department of Natural Resources, citing the church goes back 278 years on this site. It is recognized as a 'contributing factor' - site - in the South Rockfish Historic District. The church also houses a wealth of local historical documents, photos, books and more, all depicting the history of Nelson County going back well back into the early 1800s. You have already seen this information so I will not elaborate.

We are trying to protect our church from risk of damage and loss from a wide variety of activities and risks arising from an adjacent campground. The applicant has challenged whether this site, our church, is actually historic, claiming her wooded lots are in the same district and therefore, just as historic, and thus should be afforded the same protection. This seems absurd. Yet the criteria for evaluating such a permit application **REQUIRES** a finding that the use shall cause no damages or loss to places of historic importance.

This issue is very near and dear to my heart and important to me as a resident of Nelson County. So who decides whether a site is historic and worthy of preserving and protecting? The State of Virginia and the Federal government

consider RPC historic. Why wouldn't Nelson County? How arbitrary is that process going to be? Shouldn't there be a review of historic sites in the County, or at least a particular site prior to zoning changes which impact such a site and put it at risk? Shouldn't there be criteria or a review in connection with the Nelson County Historical Society, done in advance, rather than just being decided in an ad hoc manner when challenged by a person seeking a special use permit, which of course is a permanent change of use, for a commercial operation?

The draft Comprehensive Plan recommends that evaluation be done. I wholeheartedly agree, lest important aspects of our heritage be lost forever. I request it be done as recommended in the draft, in detail, to prevent spot-zoning allowing commercial operations without first protecting our heritage sites. Furthermore, I request that **NO FURTHER PERMITS BE APPROVED** which may adversely impact an historic site until such evaluation is done.

Thank you for your consideration.

Sincerely yours,

Linda Wilk  
6222 Taylor Creek Rd, Afton

# **Keep Montebello Rural Coalition (KMRC) Presentation Prepared for the Nelson County Planning Commission**

**Jan 31, 2024, 7:00 pm, Nelson County High School**

**Presented by Jayne Hoffman**

## **1. Background**

We are the Keep Montebello Rural Coalition (**KMRC**, following in the footsteps of the Montebello Clean Mountain Coalition of the past!), and are committed to preserving our community's unspoiled nature, neighborly relationships, cultural heritage, authenticity and rural character.

## **2. Proposed Boundaries for the Montebello Region**

## **3. Montebello, the 'crown jewel' of Nelson County**

## **4. KMRC's mission is strongly aligned with Nelson County's 2042 Draft Comprehensive Plan**

## **5. Concerns of the KMRC**

## **6. In conclusion**

**Keep Montebello Rural Coalition**  
**Nelson County Board of Supervisors Comprehensive Plan Hearing**  
**March 20, 2024, 7 PM, Nelson County High School**

*The Keep Montebello Rural Coalition (KMRC) is committed to preserving our Community's unspoiled nature, neighborly relationships, cultural heritage, authenticity, and rural character.*

We thank the Planning Commission and the Nelson County Board of Supervisors for the recent changes recommended for the Comprehensive Plan by the Planning Commission on February 28, 2024, and the Nelson County Board of Supervisors on March 12, 2024, pertaining to the Montebello region (see Background & History).

Regarding wording used, we further request that Montebello not be referred to as a “gateway” or “basecamp” for other parts of the County, as stated in the current draft of the Comprehensive Plan. We feel that Montebello is **THE** destination to protect, unique in and of itself. Montebello **IS** a gem for the generations, and we want to assist Nelson County in keeping it that way, distinctive in every way.

**Additional Matters of Concern**

1. The KMRC has researched the use and definition of “by right” use. In this search, KMRC found nothing instructing counties on what to include as a “by right” use. Although there are other references to “by right” in the VA code, there is no definitive definition. Comparing Nelson County's “ by right” uses with other counties in Virginia, we found very little in common, and the uses by other counties do not appear to offer the latitude that Nelson does for short-term rental developers.
  - a. KMRC agrees with the Board of Supervisors’ decision to define “by right” in the comprehensive plan and asks that said definition cover what it is and what it is not. We suggest that this could easily be done without conflict with Virginia codes.
  - b. KMRC further requests that upon finalization of the Comprehensive Plan, the provision of “by right” as pertains to Zoning applications be strictly defined, especially in the context of a Major Site Plan application.

2. As the Board of Supervisors has indicated at public hearings, beyond defining “by right” in the Comprehensive Plan, the “by right” use provision in the County’s zoning ordinances needs to be “fixed.”
  - a. KMRC requests that zoning ordinances be overhauled, updated, and revised per the intentions behind the new Comprehensive Plan. This will protect unique rural regions like Montebello from unwieldy commercial development, expressly yet not limited to commercial development under the vague “by right” use loophole.
  - b. The KMRC respectfully requests that Major Site Plans and Special Use Permits for significant development applications/projects in the Montebello area (subdivisions, groups of cabins, golf courses, etc.) be put on hold until the anticipated zoning revisions are finalized.
3. It appears evident that developers who build groups of cabins or multiple small dwellings are ultimately and intentionally planning them as short-term vacation rentals; therefore, this type of development should be viewed as a commercial endeavor (whether or not this is stated in the building permit or site plan).

Although very small structures (such as cabins) may meet building requirements, if they are discharging into a natural water source, there should be some regulations through DEQ that monitor their high volume of discharge so as not to disrupt the sensitive ecosystem that provides a life source for our native Brook Trout. In addition, during past hurricanes there has been massive property damage and even loss of life from collapse of buildings that have been situated too close to the river in the floodplain. Our great concern is protecting Montebello’s way of life and our headwaters, which ultimately affect every waterway from here to the Chesapeake Bay.

- a. Of note: The Nelson County zoning code does not define the word “cabin.” Therefore, when the word “cabin” is used with a multiple dwelling “by right” use provision in a Major Site Plan application, it suggests that the county must trigger a more profound inquiry to determine commercial intent and the potential development of a campground, thus requiring a Special Use Permit.

- b. The KMRC asks Nelson County to recognize this kind of grouping of dwellings for what it is because commercial endeavors in an area such as Montebello stress rural infrastructure, destroying its pristine nature and rural character, and is contrary to the current A-1 “Agricultural Intent” and C-1 “Conservation Intent” as currently defined by Zoning.

*“A-1 Statement of intent: This district is designed to accommodate farming, forestry, and limited residential use. While it is recognized that certain desirable rural areas may logically be expected to develop residentially, it is the intent, however, to discourage the random scattering of residential, commercial or industrial uses in this district.”*

*“C1 Statement of intent: This district covers portions of the County which are occupied by various open spaces such as steep slopes, forests, parks, farms, marshland, lakes or stream valleys. This district is established for the specific purpose of facilitating existing and future farming operations, conserving water and other natural resources, reducing soil erosion, protecting watersheds, reducing hazards from flood and fire and preserving wildlife areas of the County.”*

- c. KMRC does not want to see our picturesque and rural country roads utilized as primary conduits for traffic destined for scattered campgrounds, groups of short-term rentals, golf courses, or wineries. With only a few roads in this pristine area, KMRC asks Nelson County to respect the extreme need for safety, congestion, and wear and tear prevention, as it seeks to preserve the rural and historical character that our backroads represent.

#### 4. In Conclusion

As members of the **KMRC**, we are looking to Nelson County to assist in fulfilling our community mission of protecting the valued resources and rural character of our Region.

**KMRC** respectfully requests the County's continued support, ensuring that future growth in our community respects the core rural values and attributes we've identified herein with reasonable and substantive changes to the current Comprehensive Plan and to the revision of zoning ordinances that is to follow.

## **BRIEF BACKGROUND & HISTORY**

**(refer to actual presentation documents as previously submitted for full transcripts)**

Montebello, Virginia, offers residents and visitors resources and opportunities unmatched within the Region:

- Surrounded by Federally-designated George Washington National Forest and The Priest and Three Ridges Federal Wilderness Areas
- Includes sections of the Blue Ridge Parkway and Appalachian Trail

Montebello is a pristine area with additional unique features, treasures and topography, such as:

1. Spy Rock
2. Crabtree Falls
3. Montebello (State) Fish Hatchery
4. North and South forks of the Tye River (already a state-designated Scenic River)
5. Unspoiled waterways and is a critical headwater region of the Chesapeake Bay Watershed
6. Unique biosystems, including rare flora and fauna
7. Steep slopes
8. Cultures preserved within close-knit legacy families and their ancestral lands
9. Floodplain
10. Permaculture farming
11. Distinctive historical backgrounds (rural, agricultural)
12. Multifaceted resources with the potential for conservation designation (environmental, rural, historical, visual)

Montebello residents' identity is intimately based on and tied to the area's rural, pristine, and remote geographic nature. Legacy families still live in the area where their ancestors settled. We **KNOW** that visitors to Montebello appreciate the hills, rivers, and forests that surround us.

### **Montebello Community Concerns Conveyed at the January 31, 2024, Nelson County Planning Commission Hearing at Nelson County High School.**

- "By-right," when used concerning Montebello, must be stringently defined and applied. The KMRC requested that the county define this term and its use, or cease using it altogether.
- The KMRC requested that consideration be given to the unique nature of the Montebello Region and that the area be designated for future protection and conservation.
- The KMRC noted concern that the current zoning allows commercial ventures in agricultural and residential areas, which do not have the infrastructure or resources to support them, and requested that more stringent attention be applied when considering future applications.
- The KMRC expressed concern for clustering homes within a parcel of land, noting that zoning district definitions for cluster development density vary greatly,
- The KMRC suggested a hybrid zoning ruling between A-1/C-1 be applied to Montebello or, at the very least, that the A-1 designation takes precedence over R-1.



- The KMRC strongly requested a directive to address the fact that if a parcel of land has more than one zoning designation, the precedent for density will be the conservative limitation (e.g., C-1 over A-1; A-1 over R-1).
- KMRC recommended that the entire Montebello area be designated a conservation area in the Comprehensive Plan, with zoning revisions reflecting this designation.
- The KMRC requested that a notification policy be implemented for Major Site Plans in the area, as is required for a Special Use Permit.
- The KMRC requested that Nelson County take the Montebello Community's concerns seriously as they finalize the Comprehensive Plan.
- KMRC asked for assistance in understanding zoning implications regarding protections and development restrictions to ensure that future growth in the Montebello region respects the core rural values and attributes of the Community with reasonable and substantive changes to the current Comprehensive Plan and zoning ordinances.

#### **Montebello Community Meeting February 22, 2024 Notes.**

- KMRC exists to emphasize that our primary goal is to retain the rural and pristine nature of Montebello.
- To that end, Montebello Community affirmed that it does not want commercialization of the area, as that would affect this stated goal of our coalition (via traffic, trash, potential fire, water pollution, erosion, potential water table changes, and desecration of the wooded environment and waterways).
- The Community feels that the County should apprise the Community of permits for building, whether Major or Special Use permits and is concerned about permits that utilize the Major Site Plan and the "by right" loophole for commercial development.
- It is evident that building a group of cabins, even under a Major Site Plan, constitutes a campground destined to become a commercial endeavor, whether by the developer or a property purchaser.
- Discussion and questions around development permits ensued, with questions covering how the County will monitor and enforce water and sewage matters, the maintenance of public backroads (which is already questionable and will become more so with increased traffic causing potential issues of public safety and emergency service access), increased trash, erosion, and other environmental, health and safety matters.
- The KMRC does not want the Montebello region's country roads utilized as primary conduits for traffic destined for scattered campgrounds, groups of short-term rentals, golf courses, wineries, etc. With only a few roads in this pristine area, KMRC asks Nelson County to respect the extreme need for safety, congestion and wear and tear prevention as it seeks to preserve the rural character that these backroads represent.

**Recommendations about the Montebello region made by the Planning Commission at their February 28, 2024, Meeting, as approved by the Nelson County Board of Supervisors on March 12, 2024.**

- Montebello residents' identity is based on the area's rural, remote, and geographic nature.
- Table 3.1 p. 32 – Note in table that Montebello also has "steep slopes and floodplain"
- P. 36-41 – Remove Montebello from 'Rural Destination' and add to 'Rural Areas' and 'Conservation Areas'
- P. 41 Montebello – in description, add references to Priest and Three Ridges Wilderness areas and access to primitive recreation
- P. 149 Local Assets – add Priest and Three Ridges Wilderness areas and state fish hatchery,
- Glossary – definition of "easement" should be "conservation easement"
- Add "by-right" definition to glossary
- Add strategy #16 to P. 50 "Discourage the use of large-scale development in Montebello through zoning."

March 20, 2024

**Virginia:**

AT A CONTINUED MEETING of the Nelson County Board of Supervisors at 7:00 p.m. at the Nelson County High School Auditorium in Lovingston, Virginia.

Present: J. David Parr, West District Supervisor – Chair  
Ernie Q. Reed, Central District Supervisor – Vice Chair  
Thomas D. Harvey, North District Supervisor  
Jesse N. Rutherford, East District Supervisor  
Dr. Jessica L. Ligon, South District Supervisor  
Candice W. McGarry, County Administrator  
Amanda B. Spivey, Administrative Assistant/Deputy Clerk  
Dylan M. Bishop, Director of Planning and Zoning  
Emily Hjulstrom, Planner  
Catherine Redfearn, Berkley Group  
Chris Musso, Berkley Group

**I. CALL TO ORDER**

Mr. Parr called the continued meeting to order at 7:03 p.m. with five (5) Supervisors present to establish a quorum.

**II. PUBLIC HEARING**

**A. 2042 Comprehensive Plan**

Berkley Group will provide a presentation on the draft 2042 Comprehensive Plan. Following the presentation, the Board will receive public input regarding the draft Comprehensive Plan. The Comprehensive Plan is the County's key policy document for land use, development, housing, infrastructure, transportation, and related economic and social issues.

Ms. Redfearn presented the following information:

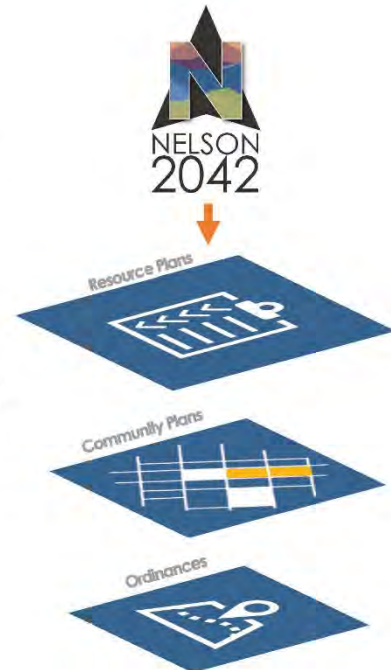
# NELSON COUNTY, VA

## Comprehensive Plan Update



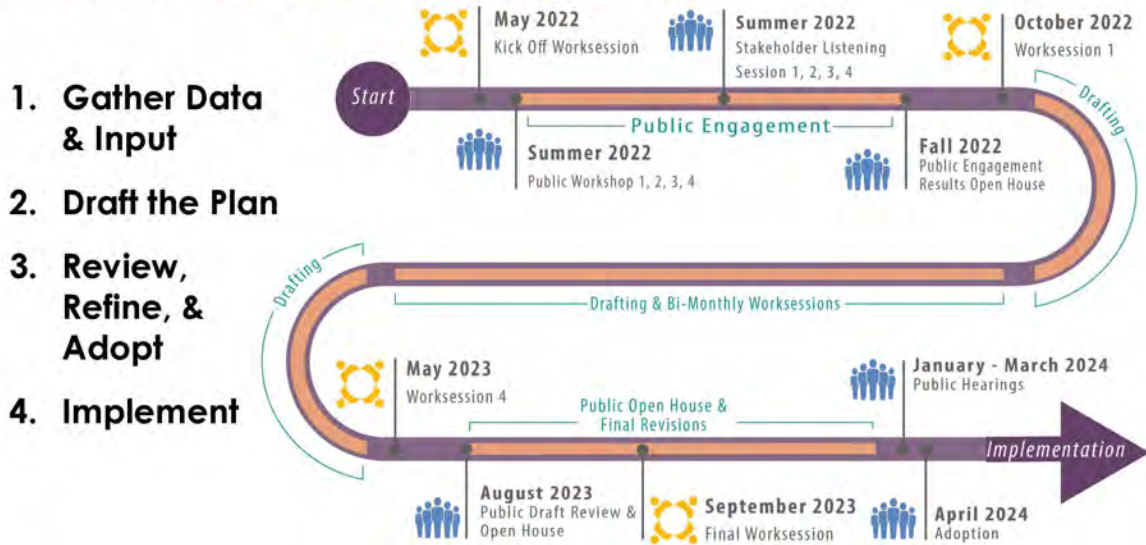
## What is Nelson 2042?

- A community-guided vision for the future of the County
- The guiding framework for the community's planning tools: Zoning Ordinance, Subdivision Ordinance, Capital Improvements Program, and other Plans & Studies
- A legally required document by Virginia State Code Section § 15.2-2223



Ms. Redfearn added that the Berkley Group has been working with Nelson County for the past two years to draft the 2042 Comprehensive Plan. She explained on February 28<sup>th</sup> the Planning Commission recommended to adopt the plan with the inclusion of several edits. She added that most of the edits are editorial in nature but there are two that that incorporate policy changes.

## How Was the Plan Updated?

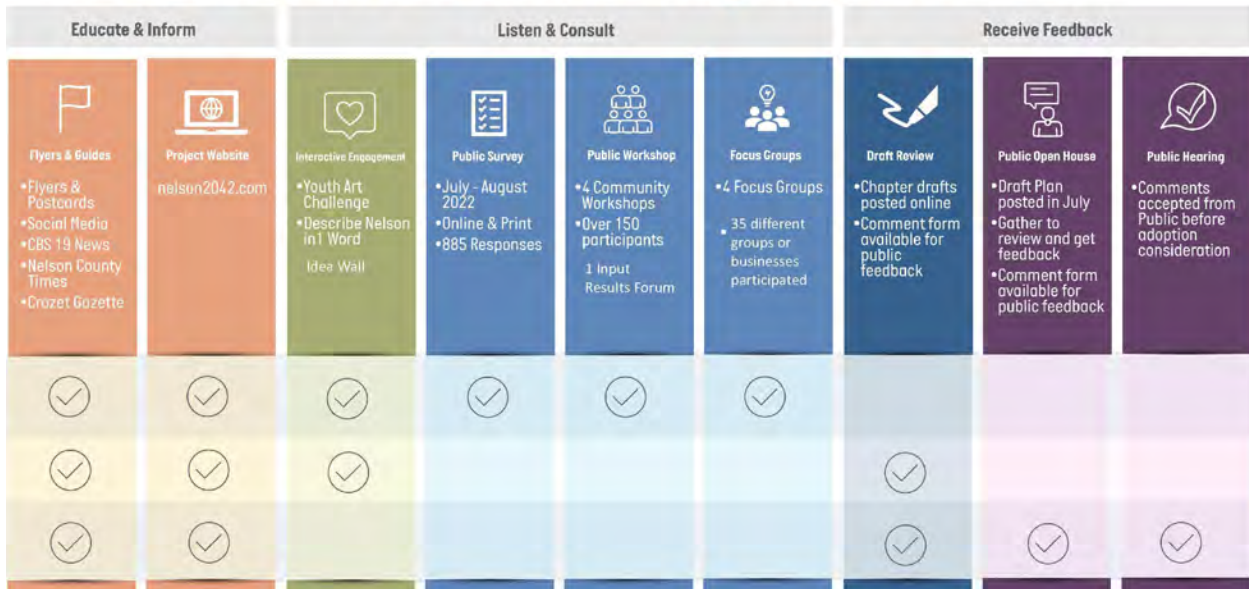


Ms. Redfearn explained that the 2042 Comprehensive Plan update was the culmination of bringing the community together and questioning what was valued, important to the community, and the future direction of the county. She noted that the Comprehensive Plan translated that input, data, and research into a policy and decision making guide for public officials. She added that the plan itself was not regulatory but provided the framework for updating and improving the county's regulatory tools.

Ms. Redfearn explained that implementation was the most important part of the process and the plan would only work if it was utilized. She added that it was their charge, as community members, staff, and

officials to ensure that the vision and policies in the document come into reality.

## How Was the Community Involved?



She explained that this process was designed to be inclusive and robust as possible. She noted that all comments from the community were recorded and considered during plan development and refinement.



Ms. Redfearn pointed out that the beauty and rural environment were what drew people to live and recreate in Nelson County. She noted that it was not surprising that the key takeaway from community

engagement was that there was a rural character that the county must strive to protect as well as environmental resources worthy of protection. She explained that the county must limit new development to specific areas of the county in order to achieve that goal. She added that it must be in balance with the need for housing choice, economic and educational opportunities, improved transportation safety and recreational amenities.

## Key Takeaways from the Community



**Rural character & environment** considered most valued asset



**Any new development should be strategic** and not impact rural character



Nelson has a strong **sense of community and identity**



**Transportation safety** improvements are a top priority



Improving **housing choice & quality** is a priority focus



**Schools & educational opportunities** are top priorities for the future

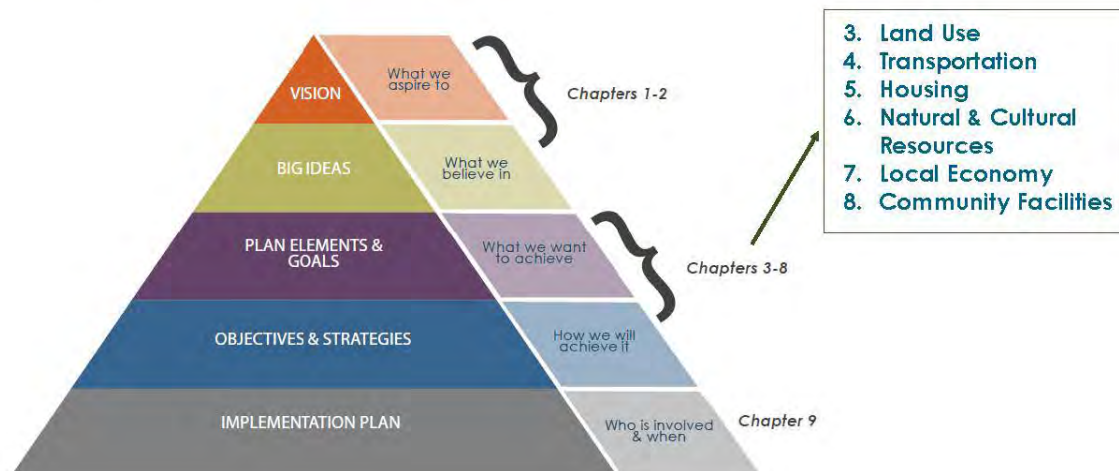


Target **commercial & economic** growth on the 29 corridor



Improve **recreation & alternative transportation**

## What is in the Comprehensive Plan?





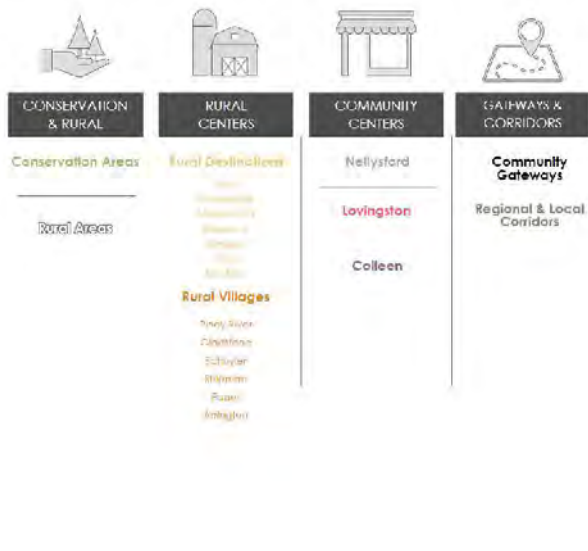
Ms. Redfearn explained that the four big ideas and the vision statement came directly from the community engagement process. She added that these big ideas and vision statement form and inform the policy content of the plan.





Ms. Redfearn explained that Chapter 3 addresses future land use and includes a policy framework for strategic investment in the county, a conceptual future land use map, land use pattern areas, design principals, and supporting strategies. She described the land use categories.

# Future Land Use Framework



# Future Land Use Framework



**PC RECOMMENDATION**

1. Remove Montebello from Rural Destination Land Use Category

- Delete from Future Land Use Map
- Delete Description on page 41

2. Add a Strategy to Land Use Chapter

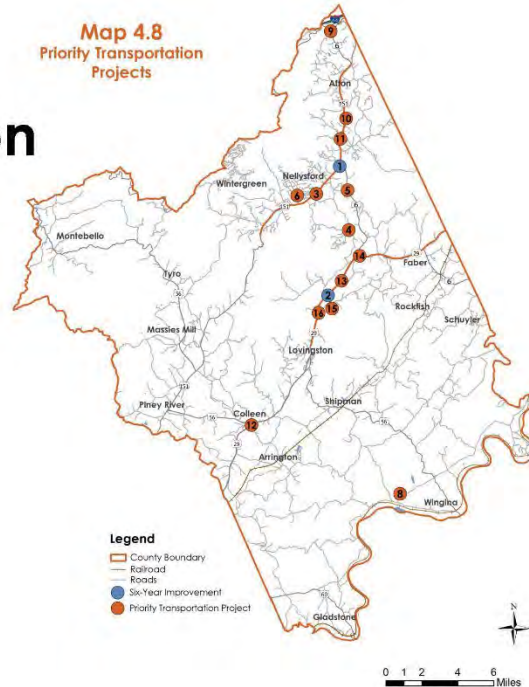
- Discourage the use of large-scale development in Montebello through zoning.

Ms. Redfearn noted that a recommended revision from the Planning Commission was to clarify the intent behind the land use designations and Nellysford in particular. She then reviewed the two recommendations shown on the slide above that pertain to the Future Land Use Framework and Montebello. She explained that this would restrict Montebello to conservation and rural area types.

## Chapter 4 - Connecting People and Places

Our Goal  
Nelson County  
maintains a  
transportation  
system that provides  
a safe and efficient  
multimodal network  
to connect residents  
and visitors to places  
they live, work,  
recreate, and access  
services throughout  
the County and  
region.

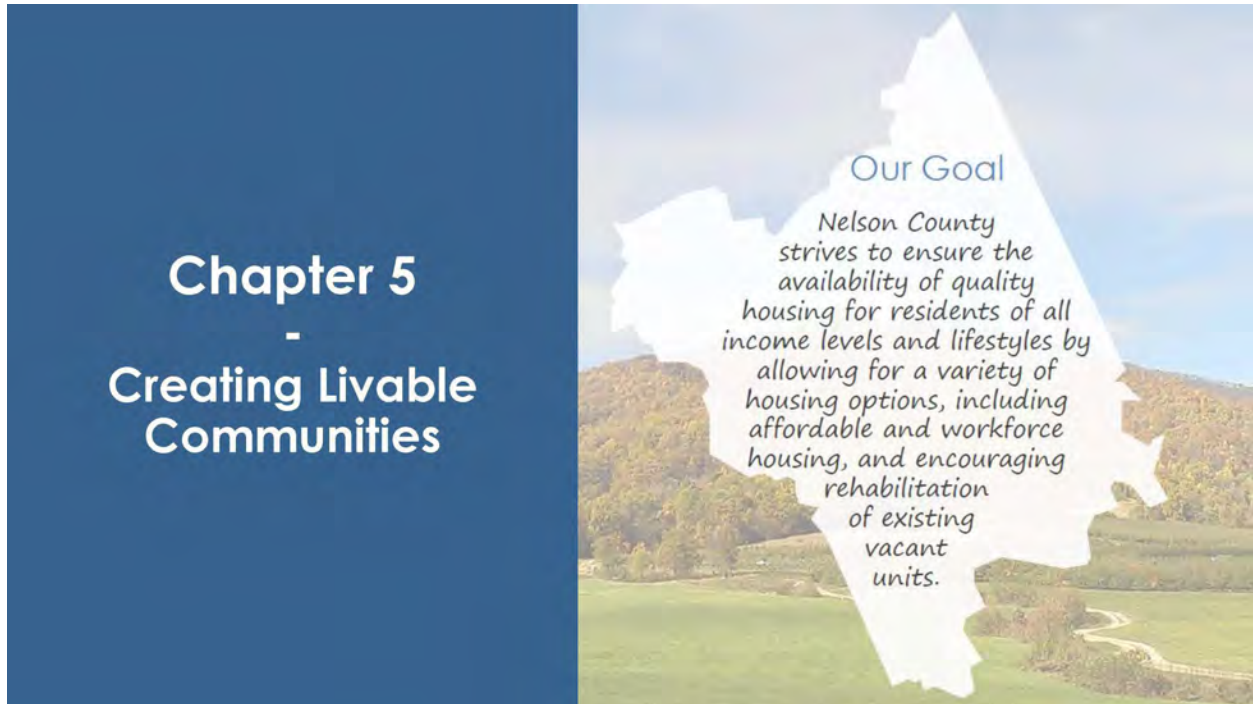
## Priority Transportation Projects



Ms. Redfearn noted that this chapter described the transportation inventory, needs, planning assumptions, and recommended connectivity projects and strategies across the county. She added that focus areas included improving the existing transportation network with a key emphasis on vehicular safety improvements, investing in alternative transportation, and coordinating those projects with the Future Land Use Map.

Ms. Redfearn showed the priority projects map and associated list from the plan. She noted that these projects had been identified in coordination with VDOT and approved by VDOT. She noted that these

projects prioritized safety improvements, investments in trails and sidewalks, continued coordination with VDOT through further plans and studies. She explained that language in this section had been further refined and edited to clarify the need for transportation safety improvements along the Route 151 corridor.



Ms. Redfearn explained that this chapter addressed housing. She noted that the chapter described the existing housing conditions, ways to promote affordable housing, housing choice, and healthy livable neighborhoods. She added that key objectives included improving the quality of the existing housing stock, expanding allowable housing types, and supporting livable connected communities by locating

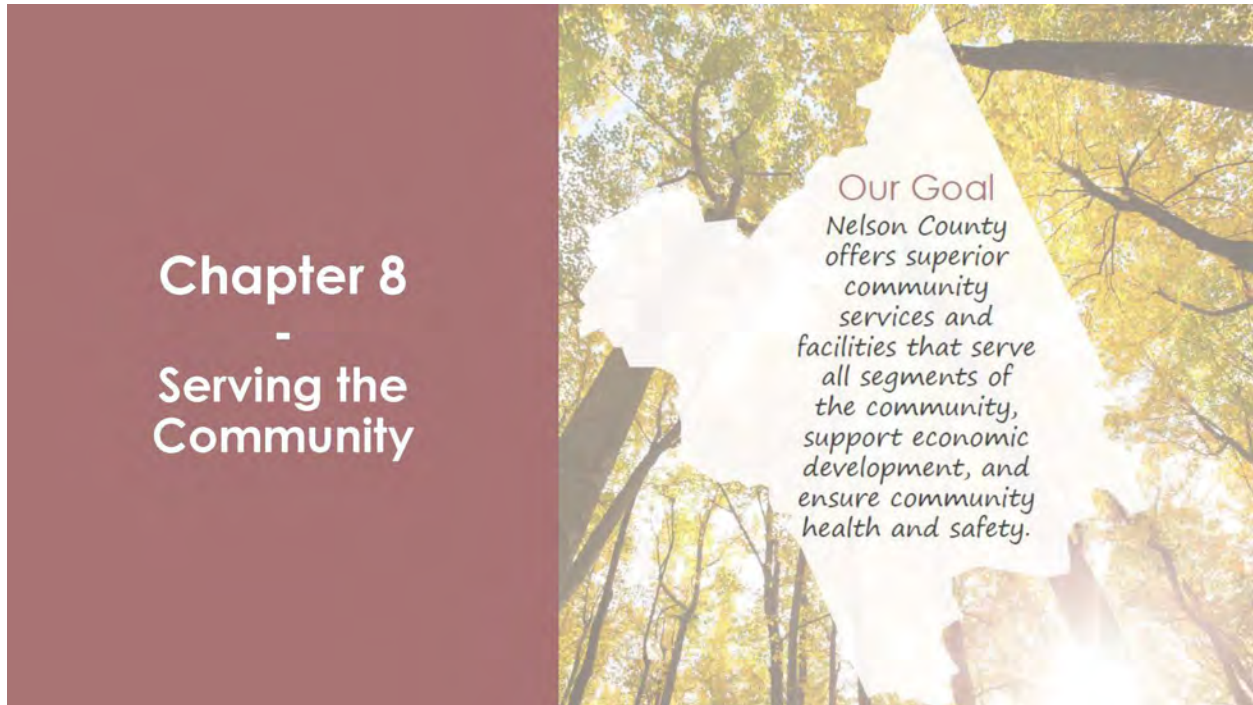
amenities and services near villages or existing residential areas.



Ms. Redfearn explained that this chapter addressed natural and historical resources. She noted that the chapter described information on items such as topography, water resources, flood hazards, cultural/historical sites, and strategies for sustainable growth and development. She added that the key focus areas were planning for resiliency in the community while protecting the sensitive resources and landscapes within the county.



Ms. Redfearn explained that this chapter addressed the economy within the county. She noted that the chapter described economic data and drivers within the county, key industries, and strategies for economic growth. She added that the key focus areas included supporting today's work force through education and training opportunities, diversifying and enhancing the community's economy by supporting both traditional and emerging industries (many of which are based on the tourism and recreation).



Ms. Redfearn noted that Chapter 8 described anticipated needs and improvements to public facilities, recreational amenities, educational needs, and other public assets. She added that the key focus areas included enhancing the effectiveness and the efficiency of county government, improving infrastructure, and providing quality of life services to all segments of Nelson County.



## Chapter 9 - Implementation

### Implementing the Plan



- **Annual Budget**
- **Capital Improvement Plan**
- **Land Use Regulations**
- **Land Use Actions**
- **Intergovernmental Cooperation**
- **Annual Review**

#### IMPLEMENTATION TYPE

- Regulation Updates and Enforcement
- Programs & Services
- Community Outreach and Education
- Partnerships
- Plans and Studies
- Capital Projects

#### RESPONSIBLE AGENCY

- Nelson County
- Nonprofit Organizations
- Regional and Institutional Partners
- State and Federal Agencies
- County Citizens

#### SCHEDULE

- Short-term (1-3 years)
- Mid-term (3-5 years)
- Long-term (5+ years)
- Ongoing

Ms. Redfearn noted that Chapter 9 categorized and prioritized all of the strategies from the previous chapters and provides a list of tools for their successful implementation. She noted that a plan is only successful if it is used. She explained that the implementation matrix is the tool to keep the county on track and monitor progress towards the Nelson County of 2042. She added that the plan should be used daily or as they are making development decisions as well as reviewing the matrix annually and updating

the document as necessary to keep them on track.

# Thank you!



*Chair Parr opened the public hearing at 7:22 PM*

Sherri Smith explained that she was from a first family Virginia farming legacy. She added that she has lived in Montebello since the 1990's raising her family. She explained that she was speaking on behalf of the Keep Montebello Rural Coalition (KMRC). She thanked the Board of Supervisors and Planning Commission for the recent revisions that were recommended for the plan, with emphasis on the provisions pertaining to the Montebello region. She noted that there was a full copy of the comments from the KMRC that has been submitted to the Board.

Ms. Smith explained that the KMRC requested Montebello not be referred to as a gateway or a basecamp for other parts of the county. They felt that Montebello was the destination to protect, that it was unique in and of itself, a gem for the generations, and distinctive. She added that Montebello was not a passthrough to the county.

The KMRC requested that 'by right' be strictly defined. Ms. Smith added that the KMRC had looked at definitions from other localities and found very little in common. She added that not having a definition for 'by right' in Nelson County suggested a latitude that other counties were not allowing. The KMRC asked they address 'by right' by both what it was, and what it was not. They felt that this could be easily done without conflict with the Code of Virginia. They further requested that upon finalization of the plan that 'by right' is strictly defined as it pertains to zoning applications, especially Major Site Plans.

Ms. Smith stated that it has been indicated that 'by right' will be looked into when the county reviews the Zoning Ordinance. The KMRC asked that this be a total revision, and not just a review, to protect these regions from unweildly commercial development. They also requested that further site plans and



March 20, 2024

Special Use Permits for significant developments be put on hold in the Montebello area until the anticipated zoning revisions are finalized.

She added that it appeared evident that developers who built groups of cabins or multiple small dwellings were ultimately and intentionally planning them as short-term vacation rentals and that this type of development should be viewed as a commercial endeavor (whether or not that is stated in the building permit or site plan). She explained that although very small structures (such as cabins) may meet building requirements, if they are discharging into a natural water source, there should be some regulations through DEQ that monitor their high volume of discharge so as not to disrupt the sensitive ecosystem that provides a life source for their native Brook Trout. In addition, during past hurricanes there had been massive property damage and even loss of life from collapse of buildings that have been situated too close to the river or in the floodplain. Their great concern was protecting Montebello's way of life and our headwaters, which ultimately affect every waterway from here to the Chesapeake Bay.

Ms. Smith noted that Nelson County zoning code does not define the word "cabin." Therefore, when the word "cabin" was used with a multiple dwelling "by right" use provision in a Major Site Plan application, it suggested that the county must trigger a more profound inquiry to determine commercial intent and the potential development of a campground, thus requiring a Special Use Permit. She asked that the county recognize such cabins as having C-1 or A-1 zoning intent.

She added that they do not want to see their roads damaged by the overuse of such developments. The KMRC thanked the Board for listening to their community and asked that the county assist them in fulfilling their mission to protect the rural resources and character of the region.

**Keep Montebello Rural Coalition  
Nelson County Board of Supervisors Comprehensive Plan Hearing  
March 20, 2024, 7 PM, Nelson County High School**

*The Keep Montebello Rural Coalition (KMRC) is committed to preserving our Community's unspoiled nature, neighborly relationships, cultural heritage, authenticity, and rural character.*

We thank the Planning Commission and the Nelson County Board of Supervisors for the recent changes recommended for the Comprehensive Plan by the Planning Commission on February 28, 2024, and the Nelson County Board of Supervisors on March 12, 2024, pertaining to the Montebello region (see Background & History).

Regarding wording used, we further request that Montebello not be referred to as a “gateway” or “basecamp” for other parts of the County, as stated in the current draft of the Comprehensive Plan. We feel that Montebello is THE destination to protect, unique in and of itself. Montebello IS a gem for the generations, and we want to assist Nelson County in keeping it that way, distinctive in every way.

**Additional Matters of Concern**

1. The KMRC has researched the use and definition of “by right” use. In this search, KMRC found nothing instructing counties on what to include as a “by right” use. Although there are other references to “by right” in the VA code, there is no definitive definition. Comparing Nelson County's “by right” uses with other counties in Virginia, we found very little in common, and the uses by other counties do not appear to offer the latitude that Nelson does for short-term rental developers.
  - a. KMRC agrees with the Board of Supervisors’ decision to define “by right” in the comprehensive plan and asks that said definition cover what it is and what it is not. We suggest that this could easily be done without conflict with Virginia codes.
  - b. KMRC further requests that upon finalization of the Comprehensive Plan, the provision of “by right” as pertains to Zoning applications be strictly defined, especially in the context of a Major Site Plan application.

2. As the Board of Supervisors has indicated at public hearings, beyond defining "by right" in the Comprehensive Plan, the "by right" use provision in the County's zoning ordinances needs to be "fixed."
  - a. KMRC requests that zoning ordinances be overhauled, updated, and revised per the intentions behind the new Comprehensive Plan. This will protect unique rural regions like Montebello from unwieldy commercial development, expressly yet not limited to commercial development under the vague "by right" use loophole.
  - b. The KMRC respectfully requests that Major Site Plans and Special Use Permits for significant development applications/projects in the Montebello area (subdivisions, groups of cabins, golf courses, etc.) be put on hold until the anticipated zoning revisions are finalized.
3. It appears evident that developers who build groups of cabins or multiple small dwellings are ultimately and intentionally planning them as short-term vacation rentals; therefore, this type of development should be viewed as a commercial endeavor (whether or not this is stated in the building permit or site plan).

Although very small structures (such as cabins) may meet building requirements, if they are discharging into a natural water source, there should be some regulations through DEQ that monitor their high volume of discharge so as not to disrupt the sensitive ecosystem that provides a life source for our native Brook Trout. In addition, during past hurricanes there has been massive property damage and even loss of life from collapse of buildings that have been situated too close to the river in the floodplain. Our great concern is protecting Montebello's way of life and our headwaters, which ultimately affect every waterway from here to the Chesapeake Bay.

- a. Of note: The Nelson County zoning code does not define the word "cabin." Therefore, when the word "cabin" is used with a multiple dwelling "by right" use provision in a Major Site Plan application, it suggests that the county must trigger a more profound inquiry to determine commercial intent and the potential development of a campground, thus requiring a Special Use Permit.

- b. The KMRC asks Nelson County to recognize this kind of grouping of dwellings for what it is because commercial endeavors in an area such as Montebello stress rural infrastructure, destroying its pristine nature and rural character, and is contrary to the current A-1 "Agricultural Intent" and C-1 "Conservation Intent" as currently defined by Zoning.

*"A-1 Statement of intent: This district is designed to accommodate farming, forestry, and limited residential use. While it is recognized that certain desirable rural areas may logically be expected to develop residentially, it is the intent, however, to discourage the random scattering of residential, commercial or industrial uses in this district."*

*"C1 Statement of intent: This district covers portions of the County which are occupied by various open spaces such as steep slopes, forests, parks, farms, marshland, lakes or stream valleys. This district is established for the specific purpose of facilitating existing and future farming operations, conserving water and other natural resources, reducing soil erosion, protecting watersheds, reducing hazards from flood and fire and preserving wildlife areas of the County."*

- c. KMRC does not want to see our picturesque and rural country roads utilized as primary conduits for traffic destined for scattered campgrounds, groups of short-term rentals, golf courses, or wineries. With only a few roads in this pristine area, KMRC asks Nelson County to respect the extreme need for safety, congestion, and wear and tear prevention, as it seeks to preserve the rural and historical character that our backroads represent.

#### 4. In Conclusion

As members of the KMRC, we are looking to Nelson County to assist in fulfilling our community mission of protecting the valued resources and rural character of our Region.

KMRC respectfully requests the County's continued support, ensuring that future growth in our community respects the core rural values and attributes we've identified herein with reasonable and substantive changes to the current Comprehensive Plan and to the revision of zoning ordinances that is to follow.

Stephen Bayne – Nellysford, Virginia

Mr. Bayne read the following quote from the Comprehensive Plan Executive Summary “While Lovingson and Colleen have the capacity to absorb new growth, provide regional services, and provide for housing needs within the County, Nellysford is at capacity and planning should focus on targeted investment in services, amenities, rehabilitation, and redevelopment.”. He added that they are aware Nellysford was at capacity to absorb new growth. He stated that language on Page 44 of the Comprehensive Plan draft was likely contradictory and certainly insufficient. He believed that increasing density in Nellysford was likely contrary to the fact that Nellysford was at capacity. Mr. Bayne read the following from Page 44:

- “...encourage a mix of use types in a traditional Village development pattern.”
- “Focus on allowing for a mix of uses in a village setting.”
- “...ensure compatibility with ... traditional Village development patterns.”
- “Allow the development of a variety of housing types.”

Mr. Bayne requested that Traditional Village Development Pattern be defined in the glossary. He questioned how encouraging mixed-use types would not increase density and contradict that Nellysford was at capacity. He explained that this was heightened with the use of “encourage and focus on” rather than “allow”. He questioned how they could allow a variety of housing types without increasing density. He asked that the language be clarified so that the constituents could understand. He asked that in Appendix B they update the definition of ‘Small-Scale Multi-Family Residential’ as follows “Housing options such as apartments, duplexes, triplexes, or townhomes that are developed in a way to have a small impact to the surrounding area in regard to such things as traffic volume, noise, lighting, **viewshed**, etc.” He stated that it was important to itemize ‘viewshed’. He asked that the Board address these concerns and added that it was important that they have the best Comprehensive Plan possible with known improvements as it would inform and guide the zoning rework to follow. He requested that those comments be addressed prior to finalization of the Comprehensive Plan.

Paul Davis – Nellysford, Virginia

Mr. Davis stated that he supported exactly what Mr. Bayne presented. He questioned why it was so difficult to change the language used for the Nellysford area. He explained that the residents he had spoken to had noted that Nellysford was at capacity. He noted that he had gone door to door from Black Bear Creamery down to the entrance of Stoney Creek along Route 151. He explained that the residents were all scared of big developments coming in and changing the area. He added that all the residents he spoke to were living in homes that had been in their families for decades. He questioned how difficult it would be to change the language of the plan when it was only a guide line that could be manipulated. He asked that they take the time to speak with the residents along that stretch of Route 151. He explained that big developments could change the area for their own profit. He added that this could cause Nelson County to lose a way of life that the county had.

Stanley Milesky – Nellysford, Virginia

March 20, 2024

Mr. Milesky addressed growth and development along the Route 151 corridor and its impact on highway safety and traffic flow issues, and possible water table depletion. He noted that the underlying highway safety problems of Route 151 were the consequence of a complex mix of local and through traffic. He explained that the same 14.1 mile stretch of two-lane road was used by that varied mixture for different purposes. He added that drivers also have differing expectations regarding appropriate speed and destination for themselves and other drivers utilizing the same road. He noted that a relatively long stretch of road between Wintergreen and US 250 with its average speed of 55 mph was almost the perfect recipe for conflicts and near misses daily experienced on Route 151. He explained that this mix of traffic types was not likely to change and the conflicts they produce remained a problem that could be expected to exacerbate as traffic volumes increase. He noted that there are at least 20 agritourism businesses located along Route 151 or adjacent access roads. He explained that these establishments bring additional traffic on Route 151 as well as significant increase in tax revenues to both the Commonwealth of Virginia and Nelson County. He added that it was likely that additional similar businesses would seek to locate along Route 151. He noted that there were already restaurants and other business located along the corridor that were also likely to increase. He stated that it was fair to designate some portion of the increased revenues to the mitigation of the traffic conflicts resulting from that increased growth. He added that it would also be fair to require developers of businesses submit newly revised Special Use Permits to share in the cost of the mitigation. He explained that otherwise the cost of mitigation was placed solely on the taxpayers and citizens of Nelson County. He added that the same dynamics affecting traffic were also affecting the water table and aquifers across the entire county, but especially in Nellysford and Stoney Creek. He stated that a formal process was needed for any Special Use Permit with entry on the Route 151 corridor. He noted that this should include an analysis of the additional traffic (present and future) likely to be generated, the impact of that traffic on highway safety, and the likely use from the aquifer.

Bonnie Seaman Nedrow – Greenville, Virginia

Ms. Seaman Nedrow stated that she was originally from Montebello but currently lived in Augusta County. She explained that she still owned the property where she was born and raised on Fork Mountain. She stated that she did not want to see that property be encircled by development of campgrounds, cabins, or anything else that took away from the beauty of her home town. She implored the Board to look at the plan very carefully. She requested that they look at 'by right'. She asked them to take all the people that live and have lived in Montebello into consideration. She explained that their community was as important to them as it was to anyone else that travels Route 56 from Steele's Tavern at Route 11 to Route 151 in Nelson County. She asked that they keep Montebello and Nelson County from being developed by big developers that only want to put money in their own pocket. She noted that there was already a development occurring. She added that she did not want to see condos that remind her of California.

Susan McSwain – Shipman, Virginia

Ms. McSwain noted that the Comprehensive Plan lived up to the definition of comprehensive. She explained that the plan covered all aspects of Nelson County and presented a lot of data. She suggested

March 20, 2024

that it can be a guide post on county ordinances and it was a great resource for citizens to learn about the county. She noted that it could apply to newcomers to the county or long time residents. She noted that she liked the list of documents and resources provided in Appendix C. She noted that Appendix D currently had no information so it should either be deleted or have the information included. She thanked county staff and elected officials for the work done to complete the plan. She thanked the Berkley Group for coalating all of the input received from citizens. She believed that the finished Comprehensive Plan would serve the county well.

*Chair Parr closed the public hearing at 7:43 PM*

**III. ADJOURN AND CONTINUE TO MARCH 22, 2024 AT 9:30 A.M. FOR A BUDGET WORK SESSION.**

At 7:44 p.m., Mr. Reed made a motion to adjourn and continue to March 22, 2024 at 9:30 a.m. for a budget work session. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion by vote of acclamation and the meeting adjourned.

# NELSON COUNTY, VA

## Comprehensive Plan Update



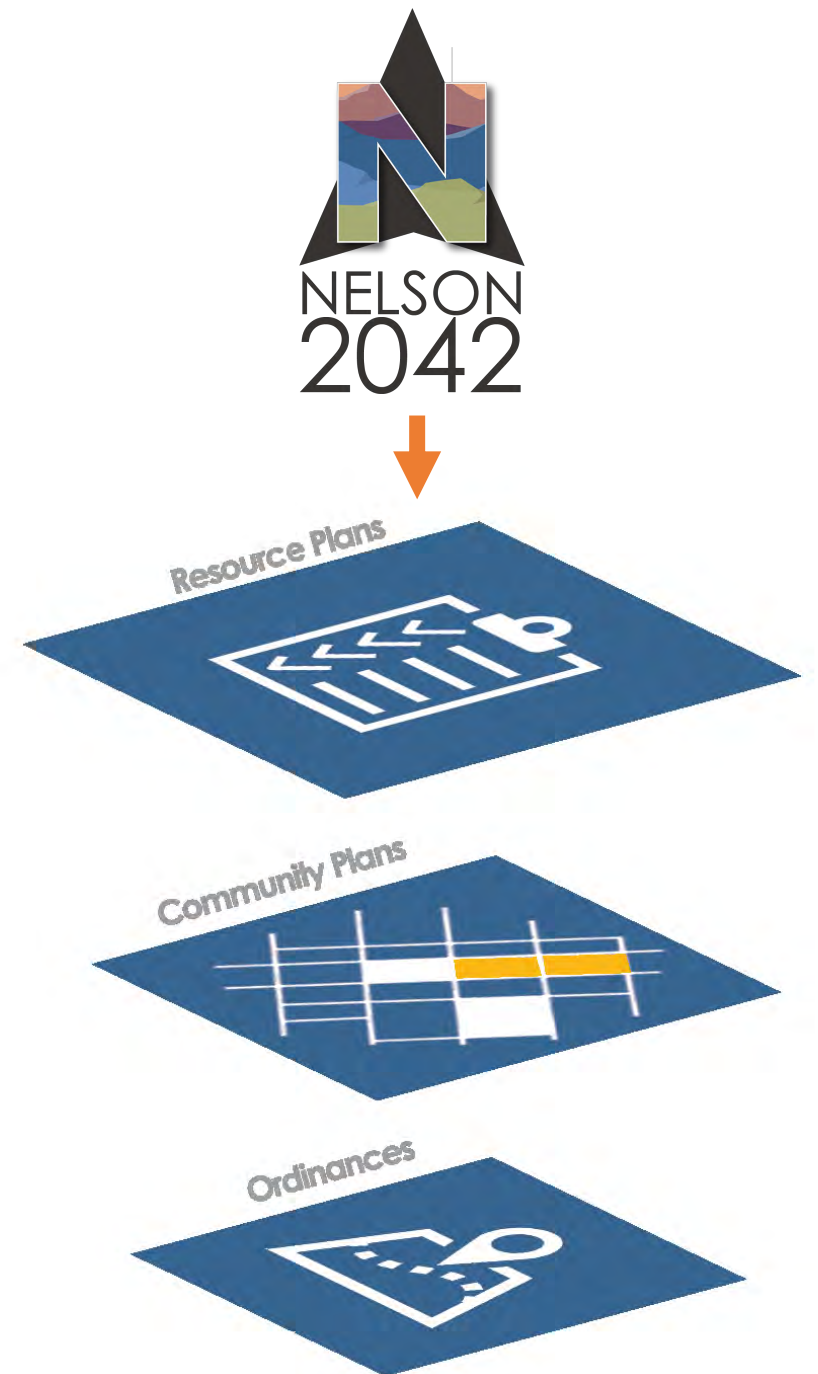
Board of Supervisors Public Hearing  
March 20, 2024





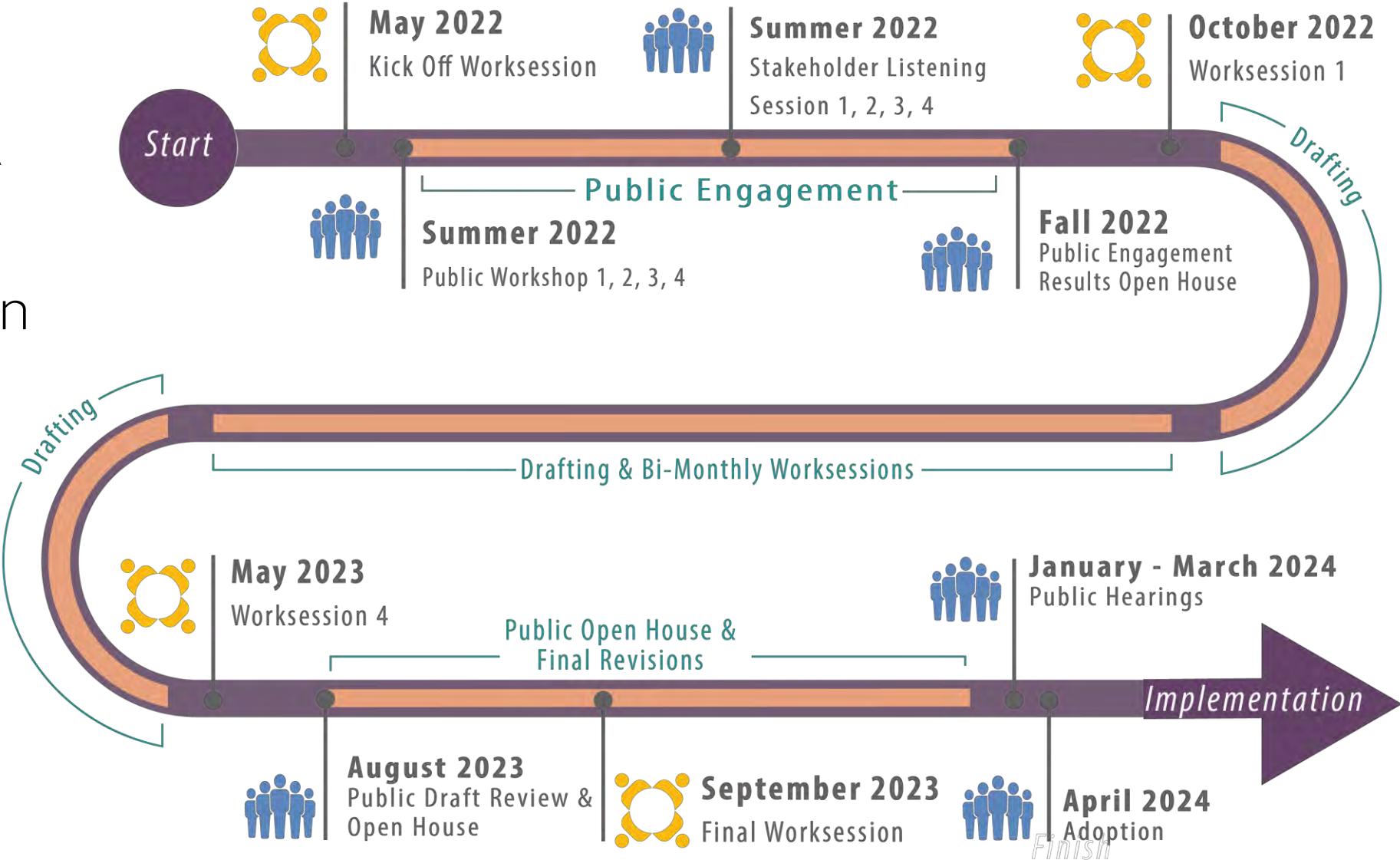
# What is Nelson 2042?

- ❑ A community-guided vision for the future of the County
- ❑ The guiding framework for the **community's planning tools: Zoning Ordinance, Subdivision Ordinance, Capital Improvements Program, and other Plans & Studies**
- ❑ A legally required document by Virginia State Code Section § 15.2-2223



# How Was the Plan Updated?

- 1. Gather Data & Input
- 2. Draft the Plan
- 3. Review, Refine, & Adopt
- 4. Implement



# How Was the Community Involved?

## Educate & Inform

## Listen & Consult

## Receive Feedback



### Flyers & Guides

- Flyers & Postcards
- Social Media
- CBS 19 News
- Nelson County Times
- Crozet Gazette



### Project Website

nelson2042.com



### Interactive Engagement

- Youth Art Challenge
- Describe Nelson in 1 Word
- Idea Wall



### Public Survey

- July - August 2022
- Online & Print
- 885 Responses



### Public Workshop

- 4 Community Workshops
- Over 150 participants
- 1 Input Results Forum



### Focus Groups

- 4 Focus Groups
- 35 different groups or businesses participated



### Draft Review

- Chapter drafts posted online
- Comment form available for public feedback



### Public Open House

- Draft Plan posted in July
- Gather to review and get feedback
- Comment form available for public feedback



### Public Hearing

- Comments accepted from Public before adoption consideration

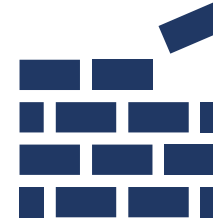


environment  
awesome  
welcoming  
underserved  
tranquil  
beautiful  
heaven  
funtacular  
special  
improvement  
old  
serene  
quiet  
great  
agritourism  
natural  
home  
wonderful  
scenic  
conflicted  
lush  
relaxing  
rural  
ripe  
unique  
different  
hug  
beauty  
unspoiled  
historic  
friendly  
brutal  
peaceful  
breathtaking  
groovy  
treasure  
pristine  
livable  
country  
community  
bucolic  
lovable  
hot

# Key Takeaways from the Community



**Rural character & environment** considered most valued asset



**Any new development should be strategic** and not impact rural character



Nelson has a strong **sense of community and identity**



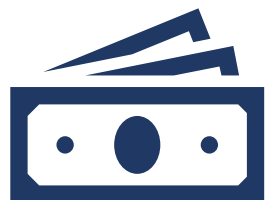
**Transportation safety** improvements are a top priority



Improving **housing choice & quality** is a priority focus



**Schools & educational opportunities** are top priorities for the future

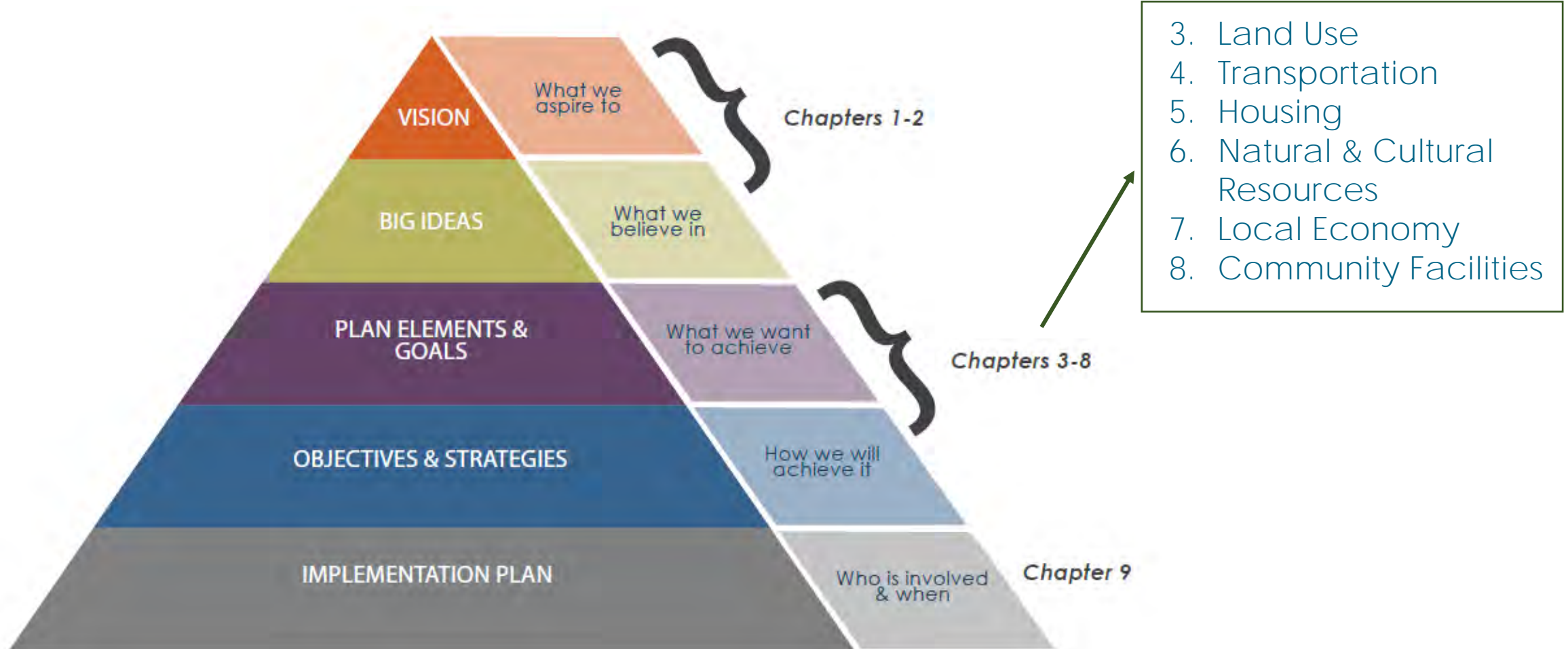


Target **commercial & economic** growth on the 29 corridor



Improve **recreation & alternative transportation**

# What is in the Comprehensive Plan?





## Our Vision

*Nelson is a welcoming community that values its natural resources, encourages economic growth, and provides excellent quality of life for all community members.*

PLAN +  
PROVIDE  
EQUITABLY  
FOR  
EVERYONE

DIVERSIFY +  
BOLSTER  
THE LOCAL  
ECONOMY

THE  
BIG  
IDEAS

IMPROVE +  
EXPAND  
VITAL  
COMMUNITY  
SERVICES

PROTECT +  
CONNECT TO  
OUR RURAL  
ENVIRONMENT







# Chapter 3

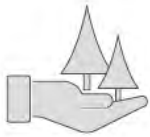
-

## Shaping Community Character

### Our Goal for Shaping Community Character

*Nelson County preserves and enhances its rural character and natural resources by creating opportunities for strategic growth to create a stronger, more vibrant, and prosperous community.*

# Future Land Use Framework



## CONSERVATION & RURAL

Conservation Areas

Rural Areas



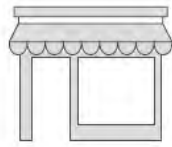
## RURAL CENTERS

### Rural Destinations

Affton  
 Massies Mill  
 Montebello  
 Roseland  
 Wingina  
 Tyro  
 Rockfish

### Rural Villages

Piney River  
 Gladstone  
 Schuyler  
 Shipman  
 Faber  
 Arrington



## COMMUNITY CENTERS

Nellysford

Lovingston

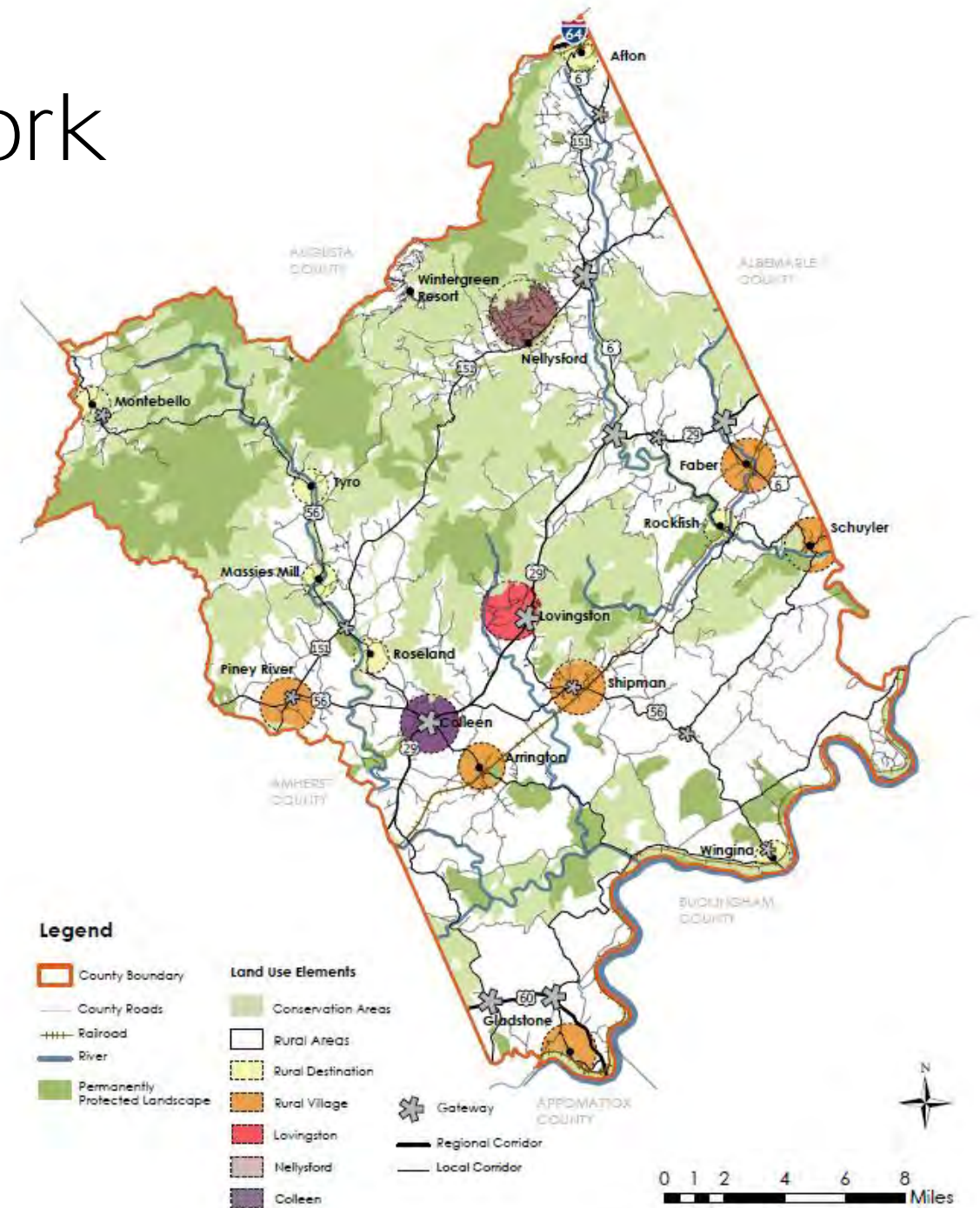
Colleen



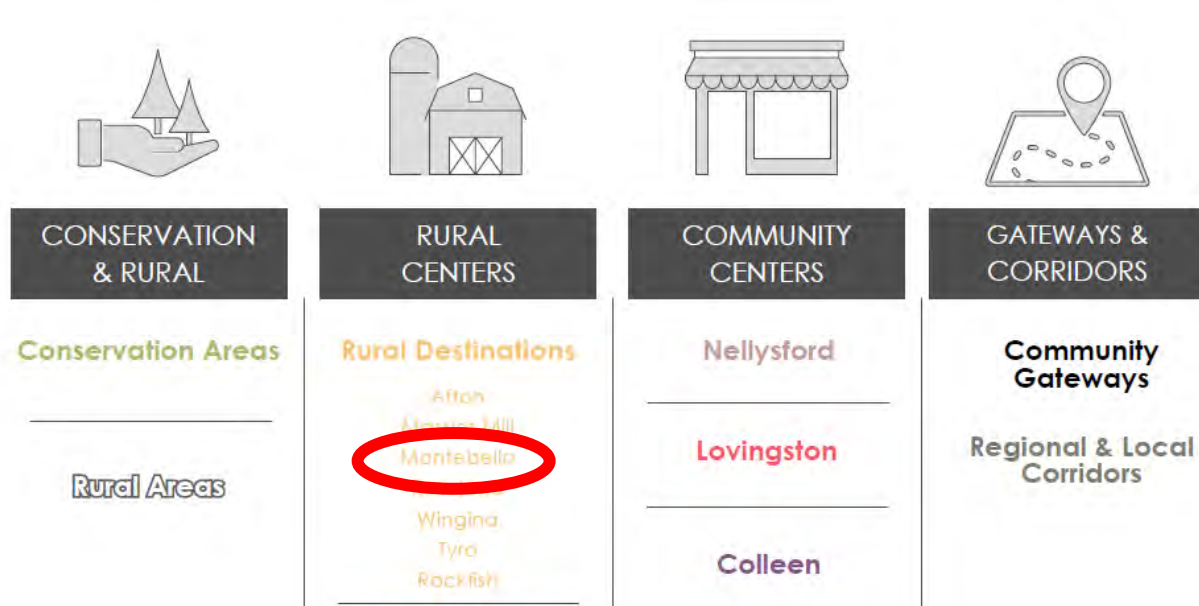
## GATEWAYS & CORRIDORS

Community Gateways

Regional & Local Corridors



# Future Land Use Framework



## PC RECOMMENDATION

1. Remove Montebello from Rural Destination Land Use Category

- Delete from Future Land Use Map
- Delete Description on page 41

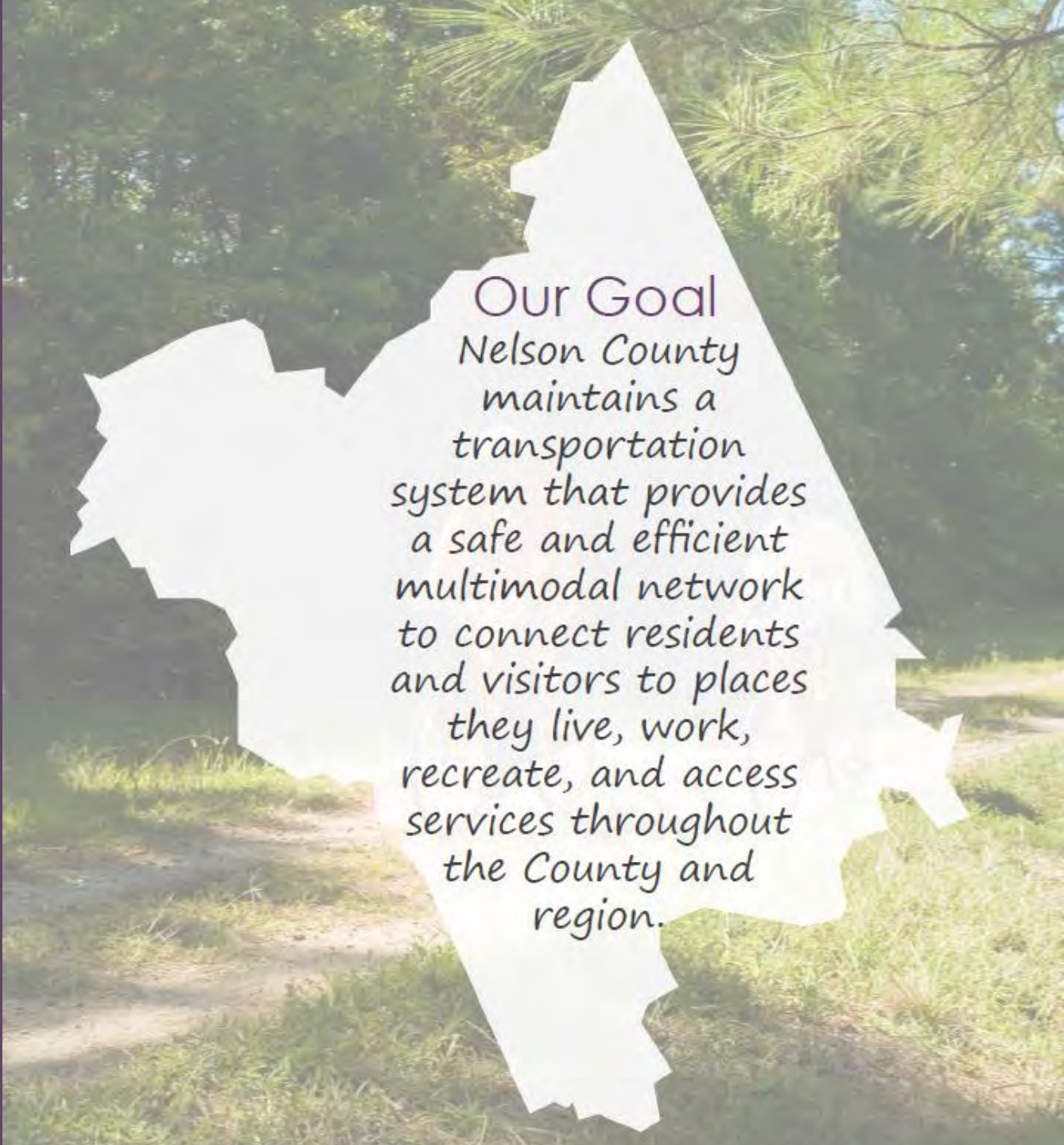
2. Add a Strategy to Land Use Chapter

- Discourage the use of large-scale development in Montebello through zoning.

# Chapter 4

-

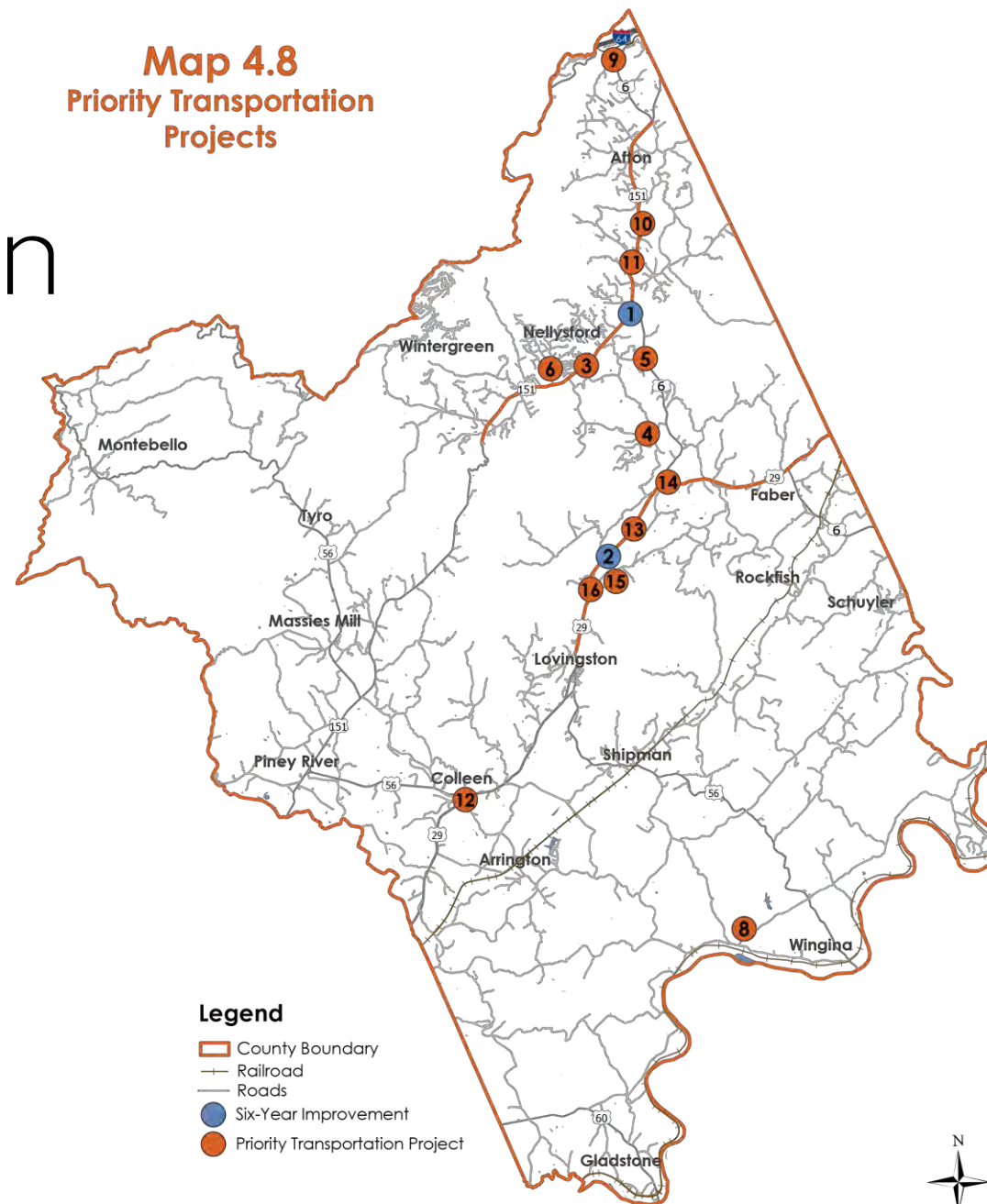
## Connecting People and Places



**Our Goal**  
Nelson County maintains a transportation system that provides a safe and efficient multimodal network to connect residents and visitors to places they live, work, recreate, and access services throughout the County and region.

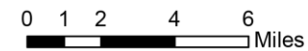
# Priority Transportation Projects

**Map 4.8**  
Priority Transportation  
Projects



**Legend**

- County Boundary
- Railroad
- Roads
- Six-Year Improvement
- Priority Transportation Project



# Chapter 5

-

## Creating Livable Communities

### Our Goal

*Nelson County strives to ensure the availability of quality housing for residents of all income levels and lifestyles by allowing for a variety of housing options, including affordable and workforce housing, and encouraging rehabilitation of existing vacant units.*

# Chapter 6

-

## Protecting Valuable Resources

### Our Goal

*Nelson County  
preserves its rural  
character and  
agricultural heritage  
by sustainably  
protecting and  
stewarding its  
natural and historic  
resources for future  
generations.*



# Chapter 7

-

## Creating a Resilient Economy

### Our Goal

*Nelson County creates and maintains a strong, resilient economy that promotes workforce development and diversifies business and tourism opportunities while supporting out agricultural heritage.*

# Chapter 8

-

## Serving the Community



**Our Goal**  
Nelson County  
offers superior  
community  
services and  
facilities that serve  
all segments of  
the community,  
support economic  
development, and  
ensure community  
health and safety.

Chapter 9  
-  
Implementation



# Implementing the Plan

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- Annual Budget
- Capital Improvement Plan
- Land Use Regulations
- Land Use Actions
- Intergovernmental Cooperation
- Annual Review

## IMPLEMENTATION TYPE

- Regulation Updates and Enforcement
- Programs & Services
- Community Outreach and Education
- Partnerships
- Plans and Studies
- Capital Projects

## RESPONSIBLE AGENCY

- Nelson County
- Nonprofit Organizations
- Regional and Institutional Partners
- State and Federal Agencies
- County Citizens

## SCHEDULE

- Short-term (1-3 years)
- Mid-term (3-5 years)
- Long-term (5+ years)
- Ongoing

Thank you!



**Closed Session Form Motion**

1. Motion to Convene in Closed Session

**FORM MOTION FOR CONVENING CLOSED MEETING**

**“I move that the Nelson County Board of Supervisors convene in closed session to discuss the following as permitted by Virginia Code Sections 2.2-3711(A)(3) - “Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.”**

2. Conduct Closed Session
3. Motion to Reconvene in Public Session
4. Motion to Certify Closed Session

**CERTIFICATION MOTION AFTER RECONVENING IN PUBLIC  
SESSION:**

**(Requires recorded roll call vote)**

**“I move, pursuant to the requirements of Chapter 37, Virginia Freedom of Information Act and Section 2.2-3712 of the Code of Virginia, that the Nelson County Board of Supervisors certify that to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.”**