

ACTIONS
Board of Supervisors Meeting of July 11, 2012

July 18, 2012

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> • Meeting was called to order at 9:01 a.m. by the Chair, Ms. Mallek. All BOS members were present. Also present were Tom Foley, Larry Davis, Ella Jordan and Travis Morris. 	
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> • ADDED discussion on Board mileage reimbursement. • ADDED discussion on decals to mark bike lanes. • REMOVED Memorandum of Understanding for the Commonwealth Attorney's office from part of Item 8.3 on the Consent Agenda. • ACCEPTED the final agenda. 	
<p>5. Brief Announcements by Board Members. <u>Ann Mallek:</u></p> <ul style="list-style-type: none"> • Handed out information on "The Journey Through Hallowed Ground" that came out in Piedmont Magazine, and reported that she was able to attend a meeting held in Waterford. 	
<p>6. Recognitions. Removed from agenda.</p>	
<p>7. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> • <u>The following persons spoke in opposition to chloramines being used in the water supply.</u> <ul style="list-style-type: none"> • Lorrie Delehanty • May Liao • Liz Olmstead • Julia Whiting • <u>Tim Hulbert</u> asked the Board to support the CACVB marketing plan. • <u>Gary Grant</u> spoke on the Counties' response to the June 29, 2012 severe storm and commended Albemarle County Fire/Rescue career and volunteer staff on their work. <u>George Benford</u> asked the Board to support the CACVB marketing plan and thanked the Board for its guidance. • <u>Charles Battig</u> made a presentation on climate change. • <u>Bob Putnam</u> asked the Board to support a ban on open burning on household waste. • <u>Christine Putnam</u> asked the Board to take action and support a ban on open burning of household waste. 	
<p>8.2 Solid Waste Options Evaluation.</p> <ul style="list-style-type: none"> • AUTHORIZED the transfer of \$31,200 from the currently appropriated funds in the RSWA environmental account to a new account for this project work (Code #4-9010-42050-442050-999) by approving Appropriation #2013023, as part of the FY 13 Budget Amendment and Appropriations, and AUTHORIZED staff to proceed with a contract with Draper Aden to assist in the development 	<p><u>Mark Graham/George Shadman</u>: Proceed as approved. (Attachment 1)</p>

	of the proposed solid waste options upon approval by the County Attorney of the project order as to substance and form.	
8.3	<p>Memoranda of Understanding between the County and the Sheriff, the Commonwealth's Attorney, and the Circuit Court Clerk.</p> <ul style="list-style-type: none"> • APPROVED the MOUs between the County and the Sheriff and the Circuit Court Clerk, and AUTHORIZED the County Executive to execute those MOUs. SUPPORTED staff's recommendation that if any Constitutional Officers is unwilling to sign the proposed MOU, to adopt a policy to authorize and establish the employment rules, procedures, and benefits applicable to the constitutional officer's employees, while still allowing the development of a MOU to address certain exceptions that may be appropriate. 	<u>County Executive/County Attorney</u> : Proceed as approved. (Attachments 2 and 3)
8.4	<p>Resolution approving the issuance of revenue bonds in an amount not to exceed \$41,000,000 for Westminster-Canterbury of the Blue Ridge.</p> <ul style="list-style-type: none"> • ADOPTED resolution. • Mr. Rooker referred to Fiscal Impact Statement for the proposed bond financing and asked how the applicant determined the figures for the estimated real property tax and personal property tax per year. 	<u>Clerk</u> : Forward copy of signed resolution to County Attorney's office and Bond Counsel. Contact Bond Counsel for response to Board question. (Attachment 4)
8.5	<p>Resolution approving the issuance of revenue bonds in an amount not to exceed \$6,000,000 for Kappa Sigma Endowment Fund.</p> <ul style="list-style-type: none"> • ADOPTED resolution. • Mr. Rooker referred to Fiscal Impact Statement for the proposed bond financing and asked how the applicant determined the figures for the estimated real property tax and personal property tax per year. 	<u>Clerk</u> : Forward copy of signed resolution to County Attorney's office and EDA. Contact Bond Counsel for response to Board question. (Attachment 5)
8.6	<p>Priority Review Process for Target Industries.</p> <ul style="list-style-type: none"> • In the first bullet, Mr. Rooker suggested that the language reading "... and that show a plan to recruit and hire local residents." be amended to read: "... and demonstrate a plan and commitment for recruiting and hiring a significant percentage of the workforce from local residents." • Mr. Boyd asked that when staff receives a request to fast track a project that they notify the Board member whose district the target industry is located. • APPROVED the priority review process qualifying criteria and general approach. 	<u>Lee Catlin</u> : Proceed as approved.
8.7	<p>2011 Local Emergency Management Performance Grant Resolution.</p> <ul style="list-style-type: none"> • ADOPTED resolution authorizing the County Executive, the ECC Emergency Management Coordinator or the ECC Executive Director to execute all VDEM Grant documents necessary for receipt of the 2011 Emergency Management Performance Grant. 	<u>Clerk</u> : Forward signed resolution to ECC and County Attorney's office. (Attachment 6)
8.8	<p>Martha Jefferson Hospital Lease Agreement.</p> <ul style="list-style-type: none"> • ADOPTED resolution to approve the proposed Lease Agreement for the Martha Jefferson 	<u>Clerk</u> : Forward copy of signed resolution to County Attorney's office and Fire/Rescue. (Attachments 7 and 8)

	Hospital space and to authorize the County Executive to sign the lease and any associated documents after approval of both form and substance by the County Attorney.	<u>County Attorney:</u> Provide Clerk with copy of agreement.
8.9	SDP-2012-00023. Whitewood Road Day Care Center—Zoning Ordinance Waiver. <ul style="list-style-type: none"> • APPROVED applicants request for a critical slopes waiver. 	<u>Community Development:</u> Proceed as approved.
8.10	Cancel July 18, 2012 Board meeting and August 8, 2012 Board meeting. <ul style="list-style-type: none"> • CANCELLED meetings. 	<u>Clerk:</u> Notify appropriate individuals.
8.10a	Request for Letter of Support for Rivanna Watershed Planning Technical Assistance Grant. <ul style="list-style-type: none"> • APPROVED request for Letter of Support for Rivanna Watershed Planning Technical Assistance Grant. 	<u>Clerk:</u> Forward letter to Leslie Middleton.
8.10b	Resolution to Approve an Alternate to Act for the County Executive on the Albemarle-Charlottesville Regional Jail Authority Board. <ul style="list-style-type: none"> • ADOPTED resolution. 	<u>Clerk:</u> Forward copy of signed resolution to Jail Authority Board and County Attorney's office. (Attachment 9)
9.	<u>Pb. Hrg: SP-2010-00046. New Hope Community Church (Signs #12&15).</u> <ul style="list-style-type: none"> • By a vote of 6:0, APPROVED SP-2010-00046 subject to six conditions. • By a vote of 6:0, APPROVED the critical slopes waiver under Section 4.2.5(a) for the area on the east side of the project outside of the stream buffer. 	<u>Clerk:</u> Set out conditions of approval. (Attachment 10)
10	<u>Pb. Hrg: SP-2010-00057. Pine Knot Historical Center (Sign #57).</u> <ul style="list-style-type: none"> • By a vote of 6:0, APPROVED SP-2010-00057 subject to four conditions and APPROVED modifications to Section 5.1.42(d) to waive the submittal of a site plan; Section 5.1.42(a) to permit an increase from 1,500 square feet to 1,700 square feet (in aggregate) from the Pine Knot Historical Center; and Section 5.1.42(i) to allow an increase from 150 to 200 persons in the maximum number of attendees. 	<u>Clerk:</u> Set out conditions of approval. (Attachment 10)
11.	<u>Pb. Hrg: SP-2012-00004. Community Christian Academy (Signs #38&39).</u> <ul style="list-style-type: none"> • By a vote of 6:0, APPROVED SP-2012-00004, Community Christian Academy subject to four conditions. 	<u>Clerk:</u> Set out conditions of approval. (Attachment 10)
12.	<u>Pb. Hrg: 12-03() – Agricultural and Forestal Districts:</u> <ol style="list-style-type: none"> <u>AFD-2012-4. Chalk Mountain AFD – Addition.</u> <u>AFD-2012-2; 2012-3. Hardware AFD – Addition.</u> <u>AFD-2012-1; 2012-5. Keswick AFD – Addition.</u> <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED Ordinance No. 12-03(1). 	<u>Clerk:</u> Forward copy of adopted ordinance to County Attorney's office and Community Development. Prepare letter to individuals in districts for Chair's signature. (Attachment 11)
13.	<u>Pb. Hrg: The Square in Crozet:</u> Consider granting power line easement to Dominion Power within County Parcel 056A2-01-00-02400. <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED resolution to approve the proposed Right of Way Agreement and to AUTHORIZE the County Executive to sign the Right of Way Agreement on behalf of 	<u>Clerk:</u> Forward copy of signed resolution to County Attorney's office and OFD. (Attachment 12) <u>County Attorney:</u> Provide Clerk with copy of agreement.

	<p>the County after it has been approved in substance and as to form by the County Attorney.</p>
<p>At 10:27 a.m., the Board recessed and then reconvened at 10:39 a.m.</p>	
<p>14. <u>Pb. Hrg: FY 2012 Budget Amendment and Appropriations.</u></p> <ul style="list-style-type: none"> • By a vote of 6:0, APPROVED the FY 2012 budget amendment in the amount of \$22,042,532.20 and APPROVED Appropriations #2012085, #2012086, #2012087, and #2012088 to provide funds for various local government and school projects and programs. 	<p><u>Clerk:</u> Forward copy of signed appropriations to OMB, Finance and other appropriate individuals.</p>
<p>15. Budget/Finance Operational Improvements. <u>Implement Improvements to CIP Re-Appropriation Process beginning in FY14:</u></p> <ul style="list-style-type: none"> • CONSENSUS to support the following staff recommendations: <ul style="list-style-type: none"> • Staff to create a multi-year budget for CIP projects beginning in FY 14 such that project appropriations carry forward until expended or de-obligated by the Board, with the exception of projects where no money has been spent within the past fiscal year. During budget process staff to provide transparent report about the status of projects to the Board. Unexpended CIP funding will be reappropriated as part of the annual appropriation process. <p><u>Streamline Appropriation Process for the School Division's donations, grants and fundraising results:</u></p> <ul style="list-style-type: none"> • CONSENSUS that Board appropriate funding on a quarterly basis, as required: <ul style="list-style-type: none"> • Beginning with the FY 13 Appropriation: \$17,500 donations, \$50,000 grants, and \$12,500 for anticipated increases in School Division Activity Funds. • Increase Appropriation amounts as necessary on quarterly basis. • Requested that the Board be provided with listing of donations received by the School Board as information on the Consent Agenda. <p><u>Improve Process for Budget Transfers within same Fund:</u></p> <ul style="list-style-type: none"> • Bring back for the August 1st consent agenda a Resolution for FY13 -staff to clarify that there is a \$50,000 annual cap authorization for the County Executive to transfer appropriations from one department to another within the same fund and to provide a report to the Board on any adjustments made by the County Executive. 	
<p>16. <u>Pb. Hrg: FY 2013 Budget Amendment and Appropriations.</u></p> <ul style="list-style-type: none"> • By a vote of 6:0, with the exception of the Meadow Creek Parkway Landscaping (part of #2013006), APPROVED the FY 2013 budget amendment in the amount of \$24,743,584.10 and APPROVED Appropriations #2013002, 	<p><u>Clerk:</u> Forward copy of signed appropriations to OMB, Finance and other appropriate individuals.</p>

	#2013003, #2013005, #2013006, #2013007, #2013008, #2013009, #2013010, #2013011, #2013012, #2013014, #2013015, #2013016, #2013017, #2013018, #2013019, #2013021, and #2013023 to provide funds for various local government and school projects and programs.	
17.	ZTA-2012-00002. Water and Sewer. <ul style="list-style-type: none"> By a vote of 4:2 (Dumler/Mallek) ADOPTED Ordinance No. 12-18(4). 	Clerk: Forward copy of adopted ordinance to County Attorney and Community Development. (Attachment 13)
18.	STA-2012-00001. Water & Sewer. <ul style="list-style-type: none"> By a vote of 4:2 (Dumler/Mallek) ADOPTED Ordinance No. 12-14(1). 	Clerk: Forward copy of adopted ordinance to County Attorney and Community Development. (Attachment 14)
19.	WPO-2009-00074. Stonefield (fka Albemarle Place), request to extend deadline for installing permanent vegetation. <ul style="list-style-type: none"> By a vote of 6:0, APPROVED request to extend deadline for installing permanent vegetation subject to the following conditions: <ol style="list-style-type: none"> Permanent stabilization shall be installed by October 26, 2012. All rough grading shall be completed prior to establishing permanent vegetation by October 26, 2012. 	Glenn Brooks: Proceed as approved.
20.	SDP-2012-00015. Ivy Fire Station at Kirtley Warehouse, Parking Grade Waiver Request. <ul style="list-style-type: none"> By a vote of 5:0:1 (Thomas absent), APPROVED parking space grade waiver associated with SDP-2012-015 Ivy Fire Station at Kirtley Warehouse. 	Community Development: Proceed as approved.
21.	SDP-2012-00025. Tier II PWSF: Verizon Wireless, Vest Property/Hardware River. <ul style="list-style-type: none"> By a vote of 6:0, APPROVED the special exception for SDP-2012-025 Verizon Tier II personal wireless service facility (tower) at the proposed height of seven (7) feet above the reference tree. By a vote of 6:0, APPROVED the special exception to allow the disturbance of critical slopes. 	Community Development: Proceed as approved.
22.	Economic Development Authority (EDA), Amendment to Rules and Procedures. <ul style="list-style-type: none"> By a vote of 5:1 (Boyd), ADOPTED resolution to approve proposed amendments to the EDA's Rules and Procedures. CONSENSUS to schedule joint meeting with EDA in next couple of months. 	Clerk: Forward copy of signed resolution to County Attorney's office, and Chairman and Legal Counsel for EDA. (Attachment 15)
23.	Open Burning of Household Waste and Refuse. <ul style="list-style-type: none"> By a vote of 6:0, DIRECTED staff to move forward to draft an ordinance to prohibit open burning of household waste and refuse. 	Fire and Rescue: Proceed as directed.
24.	Closed Meeting. Personnel and Legal Matters. <ul style="list-style-type: none"> At 12:47 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia under subsection (1) to consider appointments to boards, committees, and commissions; and under subsection (1) to conduct the annual performance review of the County Executive. 	
25.	Certified Closed Meeting. <ul style="list-style-type: none"> At 1:55 p.m., the Board reconvened into open 	

	meeting and certified the closed meeting.
<p>26. Boards and Commissions: Appointments.</p> <ul style="list-style-type: none"> • REAPPOINTED Mr. Jean Lorber, Ms. Sherry Buttrick and Ms. Miette Michie to the Acquisition of Conservation Easements Committee, with said terms to expire August 1, 2015. • REAPPOINTED Mr. David Mitchell to the Fiscal Impact Advisory Committee, with said term to expire July 8, 2014 • APPOINTED Mr. Frank Stoner to the Fiscal Impact Advisory Committee, with said term to expire July 8, 2014. • REAPPOINTED Ms. Emilie Johnson to the Historic Preservation Committee, with said term to expire June 4, 2015. • APPOINTED Ms. Valerie L'Herrou to the Jail Authority Board to fill the unexpired term of Aimee Fausser, to expire August 6, 2014. 	<p><u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>
<p>27. VDOT Quarterly Report, Joel Denunzio.</p> <ul style="list-style-type: none"> • Announced that Jamie Glass is the Acting Resident Administrator; VDOT is in the process of recruiting for a new Resident Administrator. • Introduced Megan Oleynik, a UVA Intern, working in his office this summer assisting with land development, site plans, etc. • Highlighted various items from VDOT's monthly report. <p><u>Dennis Rooker:</u></p> <ul style="list-style-type: none"> • Would like to meet to review the Broomley Road bridge preliminary design. • Mentioned that mowing is behind schedule and weeds are extremely high in various places around the County, i.e., Rio Road east, east side of sidewalk on Hydraulic Road, Berkmar Drive, bus stop on west side of Rio Road prior to Woodburn Road. <p><u>Duane Snow:</u></p> <ul style="list-style-type: none"> • Mentioned site distance issues at the intersection of Route 6 and Porter's Road in Esmont he would like to get addressed. Also discussed putting down rumble strips at that intersection, but instead would like to have painted lines to make it look like strips to help slow traffic. <p><u>Christopher Dumler:</u></p> <ul style="list-style-type: none"> • Asked about a traffic engineering study at the intersection of Route 20 and Route 726 (James River Road). • Requested speed studies on Route 627 and Route 625. • Requested update on sign replacement and new public parking stripping in the Town of Scottsville. <p><u>Ken Boyd:</u></p> <ul style="list-style-type: none"> • Asked about the status of the design for widening Route 29, from Polo Grounds Road to Hollymead Town Center. • Mr. Rooker suggested that the plans for the design for the Route 29 Bypass contemplate the widening of the section of Route 29 from 	

	Polo Grounds Road to Ashwood Boulevard.	
28.	Economic Vitality Action Plan Quarterly Update. • RECEIVED.	
29.	Charlottesville-Albemarle Convention and Visitor Bureau (CACVB) Strategic Marketing Plan. • By a vote of 6:0, SUPPORTED the use of the Charlottesville Albemarle Convention and Visitors Bureau accumulated fund balance to support the CACVB Strategic Marketing Plan.	<u>Lee Catlin:</u> Proceed as approved.
30.	Local responses to June 29, 2012 severe thunderstorm. • DISCUSSED.	
31.	Consideration of joint meeting with Planning Commission, re: Amendments to Comprehensive Plan. • DISCUSSED.	
32.	From the Board: Committee Reports and Matters Not Listed on the Agenda. • By a vote of 6:0, ADOPTED resolution to set the FY13 Compensation and Benefits for the County Executive. • By a vote of 6:0, REQUESTED VDOT to install bike lane decals in 35 mph and below areas along Route 25 west from Farmington towards Charlottesville, and any parts of National Route 76 that qualify. <u>Ken Boyd:</u> • DISCUSSED Board mileage reimbursement. DIRECTED staff to draft language and bring back to Board for consideration. <u>Dennis Rooker:</u> • Suggested that the Board adopt a resolution congratulating the City of Charlottesville on its 250 th birthday. <u>Rodney Thomas:</u> • Reported on the Agricultural and Forestal Advisory Committee meeting held on July 9, 2012. • Announced that staff was planning another sound decibel reading at Rockydale Quarries. Ms. Mallek suggested that they also do readings inside resident's homes. <u>Chris Dumler:</u> • Announced that he recently attended a Virginia Department of Forestry work session. It was stated that the Department of Forestry's the State Riparian Tax Credit Program is severely underutilized. Suggested information regarding this program be included in County tax bills and revalidation packages. • Requested copies of the quarterly CACVB reports by email. <u>Ken Boyd:</u> • Asked how the dais would be set up for the July 25, 2012 Four Board meeting on chloramines.	<u>Clerk:</u> Forward copy of adopted compensation resolution to County Attorney's office and Human Resources. <u>Clerk:</u> Forward request to VDOT. <u>Clerk/County Executive:</u> Bring back to Board for consideration. <u>Clerk:</u> Draft resolution for August 1 st agenda. <u>County Executive/Finance Department:</u> Look into request. <u>Lee Catlin:</u> Provide information as requested.
33.	From the County Executive: Report on Matters Not Listed on the Agenda. • Announced that the Strategic Planning Retreat will be held on September 21, 2012 and the topic of the agenda will be the "Changing State	

	of Local Government”.	
34.	Adjourn to July 25, 2012, 7:00 p.m., Lane Auditorium. <ul style="list-style-type: none"> At 5:37 p.m., the Board adjourned until July 25, 2012, Lane Auditorium. 	

tom/ewj

- Attachment 1 – Proposed Solid Waste Project Order
- Attachment 2 – Sheriff MOU
- Attachment 3 – Circuit Court Clerk MOU
- Attachment 4 – Resolution – Westminster-Canterbury of the Blue Ridge
- Attachment 5 – Resolution – Kappa Sigma Endowment Fund
- Attachment 6 – Resolution – 2011 Local Emergency Management Performance Grant
- Attachment 7 – Martha Jefferson Hospital Lease Agreement
- Attachment 8 – Resolution – Martha Jefferson Hospital
- Attachment 9 – Resolution to Approve an Alternate to Act for the County Executive on the Jail Authority Board
- Attachment 10 – Conditions of Approval on Planning Items
- Attachment 11 - Ordinance No. 12-03(1) – Agricultural and Forestal Districts
- Attachment 12 – Resolution – Dominion Power Easement
- Attachment 13 – Ordinance No. 12-18(4) – ZTA-2012-002. Water and Sewer
- Attachment 14 – Ordinance No. 12-14(1) – STA-2012-001. Water and Sewer
- Attachment 15 – Resolution – Economic Development Authority

**PROJECT ORDER #1
FOR A/E TERM CONTRACT #2011-12163-10
FOR PROFESSIONAL SERVICES**

Date: June 20, 2012

Owner: County of Albemarle, Virginia

Owner's Project Manager: Mark B. Graham, PE

Architect/Engineer: Draper Aden Associates, Inc.

A/E's Project Manager/Coordinator: Lynn P. Klappich, CSI, CCCA

Project Title: Evaluation of Collection and Recycling Options at Ivy

This Project Order Number One (1) is issued pursuant to the A/E Term Contract #2011-12163-10 for Professional Services dated March 21, 2011, and the attached A/E Fee Proposal dated June 5, 2012, which are incorporated herein by reference.

SCOPE OF WORK

The scope of work for which architectural/engineering services are to be performed under this Project Order is generally described as providing professional engineering services for the evaluation of the County's continued involvement with the Rivanna Solid Waste Authority (RSWA) and the Ivy Transfer Station operations.

Basic Services Required:

"Basic Services" as described in Chapter 5 of the Commonwealth of Virginia Construction and Professional Services Manual are not applicable to this project order/proposal.

Additional Services Required:

Evaluate the County's options relative to the continued use of the Ivy operations and options relative to recycling per attached proposal dated June 5, 2012. The directives for the evaluation are as follows:

1. Maintain Municipal Solid Waste and Construction Debris services but consider reduction to a level that can be provided as part of a convenience center or keep services as part of transfer station.
2. Maintain other services currently provided by RSWA at the Ivy Materials Utilization Center (MUC) including handling of vegetative waste, fill dirt, white goods, tires and wheels, and pallets.
3. Consider options for delivery of recycling options; including recycling all paper and rigid materials as currently provided by RSWA. Include a minimum of two days per year for hazardous waste drop-off. Include typical arrangements and costs for additional unmanned recycling drop-off centers.

The Commonwealth of Virginia Construction and Professional Services Manual for Architect/Engineers, (hereinafter called "the A/E Manual"), July 1, 2004 edition, latest revision, shall apply to all Work performed under this Project Order.

PROJECT SCHEDULE: (Completed documents shall be submitted by the following dates:)

Prepare Draft Report – 60 days from notice to proceed

Finalize Report – 7 days from receipt of final comments from County

DESIGN-NOT-TO-EXCEED CONSTRUCTION BUDGET

The A/E understands and agrees that the construction budget and "design-not-to-exceed" amount established for this Project is not applicable to these services.

A/E PERSONNEL

The A/E assigns the persons identified by function/discipline and classification on the attached proposal as responsible for the Work involved in this Project Order.

CONTRACT AMOUNT

The A/E agrees to perform all architectural and engineering services required for the completion of the above-described Scope of Work required by this Project Order on a time and material basis for the not to exceed amount of Thirty One Thousand Two Hundred and 00/100 Dollars (\$31,200.00) which sum shall include the cost of all usual project expenses such as travel, long distance telephone and printing expenses as indicated in the Scope of Services.

a.	<u>Basic Services</u>	
	Design Phase	= \$0
	Bid & Construction Phase	= \$0
	Construction Site Visits	<u>= \$0</u>
	Subtotal Basic Services Fee	= \$0
b.	<u>Additional Services</u>	
	Total Additional Services Fees	= \$30,400.00
c.	<u>Reimbursables</u>	
	Total Amount for Reimbursables	= \$ 800.00
		<hr/>
	Total Contract Amount	= \$31,200.00

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ALBEMARLE, VIRGINIA AND
THE SHERIFF OF ALBEMARLE COUNTY

This Memorandum of Understanding (the "Agreement") made and entered into on the ____ day of July, 2012, by and between the County of Albemarle, Virginia (the "County") and the Sheriff of Albemarle County (the "Sheriff");

WHEREAS, the County and the Sheriff desire to enter into an agreement setting forth their understanding with respect to compensation, benefits and personnel policies applicable to the Sheriff;

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. Employee Status. Individuals employed by the Sheriff are, and shall remain, appointees of the Sheriff rather than employees of the County. Nothing in this Agreement shall alter or diminish the Sheriff's duties and rights with respect to his employees under the Virginia Code, Title 15.2, Chapter 16, Article 5. The Sheriff's employees shall not be covered by the County's grievance procedures.

2. Compensation. The County and the Sheriff agree that employees of the Sheriff shall participate and be included in the County's pay plan and merit evaluation system. The Sheriff understands that future compensation increases offered by the Commonwealth of Virginia through the Compensation Board will not be passed automatically to the staff of the Sheriff since his staff will be covered by the County's pay plan and merit evaluation system. Notwithstanding the above, compensation for the staff of the Sheriff will be no less than the compensation approved by the Compensation Board.

3. Benefits. All benefits of employment, including but not limited to health insurance, annual and sick leave (except as limited by state law, including Va. Code Section 15.2-1605), insurance protection, retirement program, participation in deferred compensation programs, and other benefits available to Albemarle County employees shall be available to the employees of the Sheriff and governed by the personnel policies and procedures of Albemarle County.

4. County Personnel System. Without diminishing the Sheriff's authority to appoint, hire or discharge his employees, he agrees to follow the County's personnel policies in force during the period of this Agreement except as otherwise required by law (such as the six-week vacation leave accrual limit imposed by Va. Code § 15.2-1605) and except as specifically excluded by this section. A list of the County's personnel policies in effect as of the date of this Agreement is attached. (Attachment A) The Sheriff agrees to follow all such policies **except** the following:

1. Assignment and Transfer (Policy P-38)
2. Employee Reduction in Force Procedures (Policy P-30)
3. Employee Discipline (Policy P-22)
4. Employee Grievance Procedure (Policy P-03)
5. Employee Relations Principles (Policy P-01)
6. Termination of Employment (Policy P-26)

The Sheriff further agrees to comply with all Albemarle County Administrative Policies **except** AP-1 (Grants Process) and AP-5 (Media Relations) and all applicable state and Federal laws regarding FLSA, FMLA, and other such applicable statutes as applied to appointees of elected officials.

The County agrees to provide assistance and services to the Sheriff concerning the personnel matters referenced in this Agreement through its Department of Human Resources and its Finance Department. The Parties agree that the Department of Human Resources shall maintain all documents related to the employment of the employees of the Sheriff except for documents related to payroll, which shall be maintained by the County's Finance Department. The Sheriff agrees to forward any such documentation to the appropriate County department in a timely fashion.

5. Limitations on Benefits to Sheriff. The Parties agree that only the Sheriff's employees shall receive the compensation and benefits as set forth herein. Such compensation and benefits shall be available to the

Sheriff only to the extent required by applicable State law, such as Va. Code § 15.2-1517(B) regarding group life, accident and health insurance.

6. Additional Insurance Benefits. In addition to the insurance coverage that the County currently provides to the Sheriff's employees, the County agrees to provide accident and health insurance coverage to auxiliary deputies of the Sheriff's Office to protect them in the event of their injury, illness or death in the course of performing auxiliary services, subject to the following conditions:

- a) The Sheriff shall include the cost of insurance coverage in his operating budget request to the County.
- b) Subject to appropriations by the Albemarle County Board of Supervisors, the County shall pay for the cost of insurance coverage throughout the term of this Agreement, provided the Sheriff: (i) does not increase the number of auxiliary deputy sheriffs above the current number (50) except upon mutual agreement by the County and the Sheriff; (ii) exercises reasonable control and supervision over the auxiliary deputies; and (iii) complies with all applicable legal and Department of Criminal Justice Services requirements concerning auxiliary deputies.
- c) In the event the Board of Supervisors fails to appropriate funds for the insurance coverage or the Sheriff fails to adhere to the requirements of this paragraph, the County shall be entitled to terminate the insurance coverage upon providing thirty (30) days prior written notice to the Sheriff.

7. Term of Agreement. This Agreement shall take effect upon the full execution of this Agreement by the Sheriff and the County and shall remain in force for the duration of the Sheriff's term in office (including term for which he is reelected), unless terminated by either party upon thirty (30) days prior written notice. This Agreement may be amended only upon the written agreement of both the Sheriff and the County.

SHERIFF OF ALBEMARLE COUNTY

By: _____
J. E. "Chip" Harding, Sheriff

Date: _____

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Thomas C. Foley, County Executive

Date: _____

Approved as to Form:

County Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ALBEMARLE, VIRGINIA AND
THE CLERK OF THE CIRCUIT COURT FOR ALBEMARLE COUNTY

This Memorandum of Understanding (the "Agreement") is made and entered into on the ____ day of July, 2012, by and between the County of Albemarle, Virginia (the "County") and the Clerk of the Circuit Court for Albemarle County (the "Clerk");

WHEREAS, the County and the Clerk desire to enter into an agreement setting forth their understanding with respect to compensation, benefits and personnel policies applicable to the employees of the Clerk;

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. Employee Status. Individuals employed by the Clerk are, and shall remain, appointees of the Clerk rather than employees of the County. Nothing in this Agreement shall alter or diminish the Clerk's duties and rights with respect to her employees under the Virginia Code, Title 15.2, Chapter 16, Article 5. The Clerk's employees shall not be covered by the County's grievance procedures.

2. Compensation. The County and the Clerk agree that employees of the Clerk shall participate and be included in the County's pay plan and merit evaluation system. The Clerk understands that future compensation increases offered by the Commonwealth of Virginia through the Compensation Board will not be passed automatically to the staff of the Clerk since her staff will be covered by the County's pay plan and merit evaluation system. Notwithstanding the above, compensation for the staff of the Clerk will be no less than the compensation approved by the Compensation Board.

3. Benefits. All benefits of employment, including but not limited to health insurance, annual and sick leave (except as limited by state law, including Va. Code Section 15.2-1605), insurance protection, retirement program, participation in deferred compensation programs, and other benefits available to Albemarle County employees shall be available to the employees of the Clerk and governed by the personnel policies and procedures of Albemarle County.

4. County Personnel System. Without diminishing the Clerk's authority to appoint, hire or discharge her employees, she agrees to follow the County's personnel policies in force during the period of this Agreement except as otherwise required by law (such as the six-week vacation leave accrual limit imposed by Va. Code § 15.2-1605) and except as specifically excluded by this section. A list of the County's personnel policies in effect as of the date of this Agreement is attached. (Attachment A) The Clerk agrees to follow all such policies except the following:

1. Assignment and Transfer (Policy P-38)
2. Employee Reduction in Force Procedures (Policy P-30)
3. Employee Discipline (Policy P-22)
4. Employee Grievance Procedure (Policy P-03)
5. Employee Relations Principles (Policy P-01)
6. Termination of Employment (Policy P-26)

The Clerk further agrees to comply with all Albemarle County Administrative Policies except AP-1 (Grants Process) and AP-5 (Media Relations) and all applicable state and Federal laws regarding FLSA, FMLA, and other such applicable statutes as applied to appointees of elected officials.

The County agrees to provide assistance and services to the Clerk concerning the personnel matters referenced in this Agreement through its Department of Human Resources and its Finance Department. The Parties agree that the Department of Human Resources shall maintain all documents related to the employment of the employees of the Clerk except for documents related to payroll, which shall be maintained by the County's Finance Department. The Clerk agrees to forward any such documentation to the appropriate County department in a timely fashion.

5. Limitations on Benefits to Clerk. The Parties agree that only the Clerk's employees shall receive the compensation and benefits as set forth herein. Such compensation and benefits shall be available to the Clerk

only to the extent required by applicable State law, such as Va. Code § 15.2-1517(B) regarding group life, accident and health insurance.

6. Term of Agreement. This Agreement shall take effect upon the full execution of this Agreement by the Clerk and the County and shall remain in force for the duration of the Clerk's term in office (including terms for which she is re-elected), unless terminated by either party upon thirty (30) days prior written notice. This Agreement may be amended only upon the written agreement of both the Clerk and the County.

CLERK OF THE CIRCUIT COURT FOR ALBEMARLE COUNTY

By: _____ Date: _____
Debra Shipp, Clerk

COUNTY OF ALBEMARLE, VIRGINIA

By: _____ Date: _____
Thomas C. Foley, County Executive

Approved as to Form:

County Attorney

**RESOLUTION
OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF ALBEMARLE, VIRGINIA**

WHEREAS, the Economic Development Authority of Albemarle County, Virginia (the "Authority") has received a request from the Westminster-Canterbury of the Blue Ridge, a Virginia non-profit, non-stock corporation (the "Borrower") requesting that the Authority issue its revenue bonds in an amount not to exceed \$41,000,000 (the "Bonds") to assist the Borrower in (i) financing the construction and equipping of certain capital improvements at the Borrower's existing residential care retirement community located at 250 Pantops Mountain Road in Albemarle County, Virginia, including, but not limited to, (a) the construction of an eight story building, which will include two underground levels for approximately 75 parking spaces and six above ground levels that will include approximately 36 independent living residential units, a 16,000 square foot fitness center, including an indoor swimming pool and an approximately 50 seat entertainment theater, (b) the expansion of the Borrower's memory support area to include approximately 10 memory support beds, and (c) the construction of an outside garden and patio area (collectively, the "Project"), (ii) financing capitalized interest on the Bonds, (iii) financing a debt service reserve fund and (iv) paying the costs related to the issuance of the Bonds (collectively, the "Plan of Finance");

WHEREAS, the Authority has held a public hearing on the issuance of the Bonds for purposes of undertaking the Plan of Finance on June 12, 2012;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of the bonds;

WHEREAS, the Authority issues its bonds on behalf of the County of Albemarle, Virginia (the "County") and the Project is located in the County and the Board of Supervisors of the County of Albemarle, Virginia (the "Board") constitutes the highest elected governmental unit of the County;

WHEREAS, the Authority has recommended that the Board approve the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution approving the issuance of the Bonds, subject to the terms to be agreed upon, a certificate of the public hearing and a Fiscal Impact Statement have been filed with the Board.

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

1. The Board approves the issuance of the Bonds by the Authority for the benefit of the Borrower, as required by Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended, to permit the Authority to assist the Borrower in undertaking the Plan of Finance.
2. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Project or the Borrower.
3. This resolution shall take effect immediately upon its adoption.

Adopted by the Board of Supervisors of the County of Albemarle, Virginia this 11th day of July, 2012.

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF ALBEMARLE COUNTY, VIRGINIA**

WHEREAS, the Economic Development Authority of Appomattox County, Virginia (**the “Appomattox Authority”**) has considered, at a public hearing held on May 22, 2012, the application of Kappa Sigma Endowment Fund (**the “Endowment”**), a Section 501(c)(3) entity formed as an Illinois Trust and Scottsville Road Holdings, LLC, a Virginia limited liability company (**the “Company”, together with the Endowment, the “Borrower”**), both exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (**the “Code”**), both based in Albemarle County, Virginia and each having its principal place of business at P.O. Box 5643, 1610 Scottsville Road, Charlottesville, Virginia in Albemarle County, Virginia; and

WHEREAS, the Borrower has requested that the Appomattox Authority issue its qualified non-profit revenue bond in an amount not to exceed \$6,000,000 (**the “Bond”**) pursuant to the Industrial Development and Revenue Bond Act, Title 15.2, Chapter 49 of the Code of Virginia of 1950, as amended (**the “Act”**) the proceeds from which Bond will be used to assist the Borrower in the re-financing of the acquisition, construction, equipping and furnishing of the Endowment’s new National Headquarters and Museum facility of approximately 22,000 square feet and 3 stories located on approximately 8.356 acres, more or less (**the “Facility”**) in Albemarle County, Virginia (**“Albemarle County”**) known as 1610 Scottsville Road, Charlottesville, Virginia, fronting on the West Side of State Route 20 approximately 2 miles from the intersection with I-64 and Route 20 across the highway from Carter’s Mountain, in Albemarle County, Virginia; and

WHEREAS, the Economic Development Authority of Albemarle County, Virginia (**the “Albemarle Authority”**) has, after a public hearing held on June 12, 2012, considered the request of the Borrower for the Albemarle Authority to recommend to the Board of Supervisors of Albemarle County, Virginia (**the “Board of Supervisors”**) its approval of and concurrence with the issuance of the Bonds by the Appomattox Authority under the Act, in such amounts as may be necessary to finance the cost of the Facility; and

WHEREAS, the Facility will also benefit Albemarle County, Virginia (**“Albemarle County”**) and the Borrower has described the benefits to Albemarle County at such public hearing and the Albemarle Authority has recommended that the Board of Supervisors of Albemarle County approve of and concur with the issuance of the Bonds by the Appomattox Authority under the Act; and

WHEREAS, Section 147(f) of the Code provides that both the governmental unit having jurisdiction over the area in which any facility financed with the proceeds of private activity bonds is located and the governmental unit on behalf of which such bonds are issued must approve the issuance of the bonds after public hearing; and

WHEREAS, Section 15.2-4905 of the Act provides that if a locality has created an industrial development authority, no industrial development authority created by a second locality may finance a facility located in the first locality unless the governing body of such first locality concurs with the inducement resolution adopted by the industrial development authority created by the second locality; and

WHEREAS, the Facility to be re-financed through the issuance of the Bond is located in Albemarle County and the Board of Supervisors of Albemarle County constitutes the highest elected governmental unit of Albemarle County; and

WHEREAS, the Board of Supervisors of Albemarle County has created the Albemarle Authority pursuant to the Act; and

WHEREAS, the Board of Supervisors of Appomattox County, Virginia (**“Appomattox County”**) constitutes the highest elected governmental unit of Appomattox County;

WHEREAS, the Board of Supervisors of Appomattox County has created the Appomattox Authority pursuant to the Act; and

WHEREAS, the Board of Supervisors of Appomattox County approved on June 18, 2012, the plan of financing for the Facility and the issuance of the Bond for the benefit of the Borrower and has designated the Bond as a “qualified tax-exempt obligation” under Section 265(b) of the Code; and

WHEREAS, the approving resolutions of the Board of Supervisors of Appomattox County and the Appomattox Authority are each contingent upon the Board of Supervisors of Albemarle County approval of, and concurrence with, the issuance of the Bond by the Appomattox Authority.

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

1. The Board of Supervisors of Albemarle County hereby approves and concurs with the financing of the Facility and the issuance of the Bond by the Appomattox Authority for the benefit of the Borrower, as required by Section 147(f) of the Code and Sections 15.2-4905 and 15.2-4906 of the Act, to permit the Appomattox Authority to assist in the financing of the Facility.
2. The approval of and concurrence with the issuance of the Bond, as required by said Section 147(f) of the Code and Sections 15.2-4905 and 15.2-4906 of the Act, do not constitute an endorsement of the Bonds or the creditworthiness of the Borrower or otherwise indicate that the Facility possesses any economic viability. As required by the Act, the issuance of the Bond as requested by the Borrower will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia, Appomattox County or Albemarle County. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the Appomattox Authority, Appomattox County or Albemarle County shall be obligated to pay the Bond, or the interest thereon, or other costs incident thereto, except from the revenues and monies pledged therefore, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia nor any political subdivision thereof, including the Appomattox Authority, Appomattox County and Albemarle County, will be pledged to payment of principal of such Bonds or the interest thereon or other costs incidental thereto.
3. This resolution shall take effect immediately upon its adoption.

ADOPTED this 11th day of July, 2012.

Governing Body Resolution

Local Emergency Management Program

\$10,232.00

BE IT RESOLVED BY THE Board of Supervisors
(Governing Body)

OF THE County of Albemarle, Virginia *THAT*
(Name of Applicant)

the ECC Emergency Management Coordinator , *OR*
(Name or Title of Authorized Agent)

the ECC Executive Director , *OR*
(Name or Title of Authorized Agent)

the County Executive ,
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of Virginia, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of Virginia.

Passed and approved this 11th day of July, 2012

Certification

I, Ella W. Jordan, duly appointed and
(Name)

Clerk of the Board of Supervisors
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by

the Board of Supervisors of the County of Albemarle, Virginia
(Governing body) (Name of Applicant)

on the 11th day of July, 2012.

Clerk, Board of Supervisors
(Official Position)

LEASE AGREEMENT

This Lease Agreement ("Lease") is made this 11th day of July, 2012, by and between MARTHA JEFFERSON HOSPITAL, hereinafter referred to as "Lessor," whose address for purposes hereof is 500 Martha Jefferson Drive, Charlottesville, Virginia 22911; and the COUNTY OF ALBEMARLE, VIRGINIA, hereinafter referred to as "Lessee" whose address for purposes hereof is 401 McIntire Road, Charlottesville, Virginia 22902.

WITNESSETH

1. DESCRIPTION OF PREMISES

Subject to and upon the terms, provisions and conditions herein set forth, Lessor does hereby lease, and demise to the Lessee and the Lessee does hereby lease, and demise from the Lessor (i) one office having approximately 151 rentable square feet, (ii) four (4) standard lockers in an employee locker room, and (iii) one reserved parking stall with electric capabilities in a mutually agreeable location convenient and accessible to the office space leased hereunder, for Lessee's emergency response vehicle(s), each for Lessee's exclusive use, located at the Martha Jefferson Hospital facility at 500 Martha Jefferson Drive, Charlottesville, Virginia, and as more specifically shown on the attached Exhibit A (the "Leased Premises").

2. ACCEPTANCE OF PREMISES

Lessor or Lessor's agents have made no representations or promises with respect to the said Leased Premises or this Lease except as herein expressly set forth. Lessee's taking possession of the Leased Premises shall be conclusive evidence, as against Lessee, that Lessee accepts the Leased Premises "as is" and that said Leased Premises and the building of which the same form a part are suited for the use intended by Lessee and were in good and satisfactory condition at the time such possession was so taken.

3. TERM

The initial term of this Lease Agreement shall begin on the 1st day of September, 2012 (the "Effective Date"), and end on the third (3rd) anniversary of the Effective Date (the "Initial Term"), unless sooner terminated or extended as hereinafter provided. Following the Initial Term, this Lease shall be automatically extended and renewed upon the same terms and conditions set forth herein for two (2) additional one-year terms (each a "Renewal Term"), unless the Lessee elects, in its sole discretion, to terminate this Lease, and gives written notice to Lessor of such election to terminate at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, as applicable. The foregoing notwithstanding, either party may terminate this Lease upon one hundred twenty (120) days advance written notice to the other party following the end of the Initial Term.

Further, in the event that Lessee shall complete construction of a new emergency response station in closer proximity to Martha Jefferson Hospital than Lessee's current emergency response station, Lessee shall give written notice to Lessor within five (5) days of issuance of a certificate of occupancy for such station, and this Lease shall automatically terminate on the last day of the month in which such notice was given, unless continued by written agreement of the parties.

This Lease is subject to annual funding by the Board of Supervisors of the County of Albemarle, Virginia. In the event the Board of Supervisors fails to appropriate funds necessary to perform the obligations specified hereunder, this Lease shall be deemed cancelled, with no penalty to the County, and of no effect. Notice of such cancellation must be given to the Lessor within thirty (30) days of the Board of Supervisors' final approval of the annual County budget. However, the failure of the County to provide such notice shall not invalidate any non-appropriation decision by the County. In the event that this Lease is cancelled for the reasons set forth in this paragraph, the Lessor will be paid for any amounts due and owing as of the date of cancellation in accordance with the Lease, excluding any prospective amounts.

4. RENT

Lessee shall pay to Lessor annual rent and utility charges in the amount of \$5,730.00 (\$30.00 per square foot plus \$100 per month for the reserved parking space), without offset, in monthly installments of \$477.50, due in advance on the first day of each month during the Lease term, beginning on the Effective Date. Rent payments shall be mailed to "Martha Jefferson Hospital" at 500 Martha Jefferson Drive, Charlottesville, VA 22911, or to such other address as Lessor may designate in writing from time to time.

The parties further acknowledge and agree that this Lease is the result of an arms-length negotiation and that the rent payable hereunder represents fair market value for the space and services provided hereunder and is not intended as, nor shall it serve as, an inducement for the referral of patients. Nothing in this Lease shall be construed to prohibit Lessor or Lessee from using professional judgment in referring or admitting patients to or for any needed facility or service.

5. SURRENDER OF LEASED PREMISES

Upon the expiration or other termination of this Lease, Lessee shall quit and surrender to Lessor the Leased Premises, in the same condition as at the commencement of the term, normal wear and tear only excepted. Lessee shall promptly remove all of its property. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. If the last day of the term of this Lease or any renewal thereof falls on Sunday, this Lease shall expire on the business day immediately preceding.

6. REPAIRS BY LESSOR

Lessor shall make any structural repairs necessary for safety and tenantability. Lessee agrees to report immediately in writing to Lessor any known defective condition in or about the Leased Premises.

7. USE OF PREMISES

The Leased Premises shall be used and occupied by Lessee as an emergency medical services (EMS) station, for Lessee's employees to perform administrative work and await emergency response calls. The Leased Premises shall neither be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass. Lessee agrees to abide by the reasonable rules and regulations, which may be established from time to time by the Lessor concerning the use of the Leased Premises that may be promulgated by Lessor. The initial rules and regulations, if any, are attached hereto as Exhibit B.

Lessee shall not use the Leased Premises in any manner that will increase risks covered by insurance on the Leased Premises and result in any increase in the rate of insurance or a cancellation of any insurance policy. Lessee shall not allow on the Leased Premises anything prohibited by any policy for fire insurance covering the Leased Premises, and Lessee shall comply with all requirements of insurance policies applicable to the Leased Premises.

To the extent permitted by law, Lessee agrees to indemnify and save Lessor harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from or related to (i) Lessee's use of the Leased Premises; (ii) any breach or default on the part of Lessee in the performance of any of its covenants or agreements hereunder; or (iii) any acts of Lessee, its agents, contractors, employees, representatives, invitees, or licensees. Lessor shall not be liable for loss or damage to Lessee's personal property of any type for any reason or cause whatsoever, except when due to Lessor's gross negligence.

8. QUIET ENJOYMENT

If Lessee shall faithfully keep, perform and observe all of the covenants, agreements and conditions herein stipulated, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment of said Leased Premises without hindrance of Lessor or any person lawfully claiming under Lessor, subject however, to the terms of this Lease.

9. ASSIGNMENT AND SUBLETTING

Lessee may not assign this Lease or any interest thereunder, or sublet the Leased Premises or any part thereof or permit the use of the Leased Premises by any party other than the Lessee.

10. REPAIRS BY LESSEE

Lessee shall, at its own expense, keep and maintain the said Leased Premises and appurtenances and every other part thereof in good order and repair except portions of the Leased Premises to be repaired by Lessor as provided herein. The Lessee shall make no alteration in, or additions to, the Leased Premises without first obtaining the Lessor's written consent, which alterations (if approved and made) shall be at the sole cost of

the Lessee unless otherwise agreed upon in writing. Any such alterations, additions or improvements, which shall be made by either Lessor or Lessee and attached to the Premises, including carpet, shall be and become the property of Lessor and shall remain upon and be surrendered with the Leased Premises as a part thereof at the termination of this Lease without disturbance, molestation or injury, unless Lessor shall, upon advance written notice to Lessee, require that Lessee remove such alterations and repair any damage caused by such removal, at Lessee's sole expense, prior to expiration or termination of this Lease.

11. SERVICE OF NOTICE

All dispossessory or distraint proceedings, legal notices and notices required under this Lease, shall be sent certified mail, return receipt requested to the Lessee at:

Robert A. Brown, Assistant Chief
Albemarle County Fire Rescue
460 Stagecoach Road
Charlottesville, VA 22902

Notices required to be sent to Lessor shall be sent certified mail, return receipt requested as follows:

Martha Jefferson Hospital
Attn: Ronald J. Cottrell, Vice President
500 Martha Jefferson Drive
Charlottesville, Virginia 22911

12. SEVERABILITY

If any clause or provision of this Lease is invalid or unenforceable under present or future laws effective during the term of this Lease, then and in the event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. If such invalidity is, in the reasonable determination of Lessor or Lessee, essential to its rights, then Lessor or Lessee has the right to terminate this Lease on written notice to the other.

13. CUMULATIVE RIGHTS

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

14. NO ESTATE IN LAND

This Lease shall create the relationship of Landlord and Tenant between Lessor and Lessee; no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale and not assignable by Lessee except by Lessor's consent.

15. PARTIES

"Lessor" as used in this Lease shall include the Lessor, its successors and assigns entitled to the Leased Premises. "Lessee" shall include the Lessee, its, successors and assigns, and if this Lease shall be validly assigned or sublet, shall include also Lessee's assignees or subleases of this Lease, as to the Leased Premises covered by such assignment of sublease.

16. UTILITIES

Lessor will, at its own expense, pay for the installation of an electrical conduit from Lessor's existing facilities to Lessee's reserved parking stall and a cable connection to Lessee's exclusive office. Lessor will provide all utility services, including heat, water, electric, local telephone, cable television, Internet services, and janitorial services for the Leased Premises, the cost of which is reflected in the fair market value rent, as set forth in Section 4 above, to be paid by Lessee. If the cost of Lessee's utility usage exceeds Lessee's expected reasonable use, in Lessor's sole discretion, Lessor shall be entitled, upon advance written notice to Lessee, to charge additional rent to cover excess utility usage.

17. DEFAULTS BY LESSEE

The following shall constitute defaults in this Lease: (i) the Leased Premises shall be deserted or vacated, or (ii) the Lessee shall fail to comply with any term, provision, condition or covenant of this Lease, including the payment of rent, or any of the rules and regulations now or hereafter established for the management of this building within ten (10) days of receiving written notice from Lessor.

18. LESSOR'S REMEDIES

Upon the occurrence of any one or more of the foregoing events of default, Lessor shall have the option of any one or more of the following courses of action:

- a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor; and/or
- b) Lessor, as Lessee's agent, without terminating this Lease upon Lessee's breaching this Lease, inclusive of abandonment, may at Lessor's option re-let the Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper; and/or
- c) As agent of the Lessee, do whatever the Lessee is obligated to do by the provisions of this Lease.
- d) Pursuit by Lessor of any of the foregoing remedies shall not preclude the pursuit of any of the other remedies provided or any other remedies provided by law or statute.

19. PARKING

Lessor will provide Lessee up to four (4) unassigned parking spaces for the personal vehicles of Lessee's personnel. Lessor reserves the right to revise the number of parking spaces at any time during the term of this Lease, subject to zoning regulations. Lessor shall have the right to designate an "Employee Parking Area" and Lessee shall cause all employees to park in said area. In addition, Lessor shall provide a dedicated parking space, in a mutually agreeable location convenient and accessible to the office space leased hereunder, for Lessee's emergency response vehicle(s), as provided for in Section 1.

20. SIGNS

Lessee shall not paint or place signs upon the Leased Premises except with the written consent of the Lessor and in accordance with the signage criteria established by Lessor.

21. ABANDONMENT OF PREMISES

Lessee agrees not to abandon or vacate the Leased Premises during the period of this Lease without prior written notice to Lessor.

22. EMINENT DOMAIN

If the whole of the Leased Premises or such portion thereof as will make the Leased Premises totally unusable for the purpose herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the term hereby granted shall cease from the time when possession thereof is taken by public authorities.

23. DESTRUCTION OR DAMAGE TO PREMISES

If the Leased Premises are totally destroyed (or so substantially damaged as to be untenable) by storm, fire, earthquake or other casualty, at the option of Lessor, this Lease shall terminate as of the date of such destruction or damage. The Lessor, within twenty (20) days, shall give Lessee notice as to intent to reconstruct. Failure to do so shall give Lessee the option to cancel this Lease. If Lessor elects to reconstruct, the construction term shall not exceed ninety (90) days or Lessee may, at its option, cancel this Lease. Nothing contained herein shall require Lessor to make such restoration if not deemed advisable in its judgment. If Lessor fails to provide notice of the option to reconstruct within twenty (20) days of the occurrence, Lessee may, at its option, terminate this Lease. If the Leased Premises are not restored within ninety (90) days of the occurrence, Lessee may, at its option, terminate this Lease.

24. CASUALTY INSURANCE

Lessor shall at all times during the term of this Lease maintain a policy or policies insuring the building(s) against loss or damage by fire, explosion or other hazards. Lessor shall not be required to insure any furniture, equipment, machinery, goods or supplies which Lessee may bring upon the Leased Premises. Lessor shall not be required to insure any additional improvements Lessee may make to the Leased Premises.

25. RENOVATION BY LESSOR

If Lessor shall deem it necessary to effect renovations or redecoration of the building in which the Leased Premises are located, such action shall be made at Lessor's expense and shall not in any way affect Lessee's obligation under this Lease; provided, however, if such action by Lessor shall render the Leased Premises untenable and Lessor cannot complete such acts within sixty (60) days, either Lessor or Lessee may terminate this Lease. If renovation is required of the Lessor due to government order of authority not occasioned by Lessee's tenancy, the above provisions shall apply except that Lessor shall have ninety (90) days to comply with same.

26. ENTRY BY LESSOR

Lessor may enter the Leased Premises at reasonable times to exhibit the same to prospective purchasers or tenant, to inspect the Leased Premises to see that the Lessee is complying with all its obligations hereunder and to make repairs required of Lessor under the terms hereof or repairs of Lessor's adjoining property.

27. PATIENT INFORMATION

During the term of the Lease, Lessee, its agents, contractors, employees, representatives, invitees, or licensees, may have access to patient healthcare, billing, or other confidential patient information ("Patient Information"). Patient Information, as the term is used herein, includes all "Protected Health Information," as that term is defined in 45 CFR § 164.501. With respect to Patient Information observed or obtained from Lessor or in the building in which the Leased Premises are located, Lessee shall comply with all laws, rules and regulations relating to the confidentiality of such Patient Information, including the applicable provisions of state law and the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), to the extent such laws, rules and regulations are applicable to Lessee. Lessee understands and acknowledges that Lessee is fully responsible for ensuring compliance with these obligations by its agents, contractors, employees, representatives, invitees and licensees.

28. CAPTIONS

The captions of each paragraph and heading hereof are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

29. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of the Lessor to exercise any power given the Lessor hereunder or to insist upon strict compliance by the Lessee of any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Lessor's right to demand exact compliance with the terms hereof.

30. APPLICABLE LAW

This Lease shall be governed and interpreted according to the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, this Lease has been executed by these duly authorized officers as of the date first written above.

LESSOR:

MARTHA JEFFERSON HOSPITAL

Witness

Title: _____

LESSEE:

COUNTY OF ALBEMARLE, VIRGINIA

Witness
Approved as to form:

By: _____
Thomas C. Foley, County Executive

By: _____
County Attorney

**RESOLUTION APPROVING LEASE AGREEMENT BETWEEN THE COUNTY OF ALBEMARLE AND
MARTHA JEFFERSON HOSPITAL FOR EMERGENCY RESPONSE STATION**

WHEREAS, the County of Albemarle has acquired land in Peter Jefferson Place for a new emergency response station; and

WHEREAS, the County desires to improve emergency response times in the Pantops area while the proposed emergency response station is in the planning and construction phases; and

WHEREAS, Martha Jefferson Hospital has offered a three to five year lease for space in its new Pantops facility at which the County can locate an interim emergency response station.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the Lease Agreement and authorizes the County Executive to sign, in a form approved by the County Attorney, the Lease Agreement and any associated documents between the County of Albemarle and Martha Jefferson Hospital for an interim emergency response station at the Martha Jefferson Hospital facility located at 500 Martha Jefferson Drive, Charlottesville, Virginia 22911.

**RESOLUTION TO APPROVE AN ALTERNATE
TO ACT FOR THE COUNTY EXECUTIVE ON THE
ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY BOARD**

WHEREAS, the City of Charlottesville and the Counties of Albemarle and Nelson (“Member Jurisdictions”) have established the Albemarle-Charlottesville Regional Jail Authority (“Jail Authority”), and adopted an Agreement (the “Service Agreement”) that established their respective rights and obligations for the Jail Authority; and

WHEREAS, Section 2.2 of the Service Agreement established the Jail Authority Board that exercises the powers of the Jail Authority; and

WHEREAS, pursuant to Section 2.2 of the Service Agreement, one Jail Authority Board member from each Member Jurisdiction is its current county executive, city manager or other chief executive officer, provided that such officer may designate another staff member to act as his alternate, who, if approved by the respective governing body, may attend and vote in place of that chief executive at Jail Authority Board meetings; and

WHEREAS, the County Executive wishes to designate the Assistant County Executive for Community Services to act as the alternate for the County Executive to attend Jail Authority Board meetings and vote in place of the County Executive in his absence; and

WHEREAS, the Board finds that approval of an alternate for the County Executive will improve and facilitate the efficient operations of the County Executive’s Office and the Jail Authority.

NOW, THEREFORE BE IT RESOLVED THAT the Albemarle County Board of Supervisors hereby approves the designation of the Assistant County Executive for Community Services as the alternate to attend and vote in place of the County Executive at Albemarle-Charlottesville Regional Jail Authority Board meetings when the County Executive is absent from such meetings.

CONDITIONS OF APPROVAL ON PLANNING ITEMS

SP-2010-00046. New Hope Community Church (Signs #12&15).

1. Development and use shall be in general accord with the conceptual plan titled "Conceptual Plan – Soccer Field Removed: New Hope Community Church," prepared by Blackwell Engineering PLC, revision number 4 (dated 5-17-12), (hereafter "Conceptual Plan"), as determined by the Director of Planning and the Zoning Administrator. To be in general accord with the Conceptual Plan, development and use shall reflect the following major element within the development essential to the design of the development, as shown on the Conceptual Plan:
 - location of buildings and structures, which may be built in phases;
 - location and maximum number of parking spaces, which may be built in phases
 - location of the entrance;
 - location of the "wooded area to remain," within which land clearing and development shall not occur, with the exception that the designated "Proposed Reserve Drainfield" site may be cleared and used only for that purpose.

Minor modifications to the plan which do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance.

2. The area of assembly shall be limited to a maximum four hundred (400)-seat sanctuary.
3. All outdoor lighting shall be only full cut-off fixtures and shielded to reflect light away from all abutting properties. A lighting plan limiting light levels at all property lines to no greater than 0.3 foot candles shall be submitted to the Zoning Administrator or their designee for approval.
4. There shall be no day care center or private school on site without approval of a separate special use permit.
5. Entrance design and location must be approved by the Virginia Department of Transportation before construction of the access road for this use may commence.
6. Written approval of water-supply and septic facilities must be submitted before this use may commence.

SP-2010-00057. Pine Knot Historical Center (Sign #57).

1. Development and use shall be in general accord with the conceptual plan titled "Ex. Conditions and Site Plan Special Use Permit – SP#201000057" prepared by Water Street Studio and dated (last revised) March 22, 2012 (hereafter "Conceptual Plan"), as determined by the Director of Planning and the Zoning Administrator. To be in general accord with the Conceptual Plan, development and use shall reflect the following major elements within the development essential to the design of the development, as shown on the Conceptual Plan:
 - *limits of disturbance;*
 - *location of buildings and structures; and*
 - *location of parking area and associated BMPs for storm water management*

Minor modifications to the plan, which do not conflict with the elements above, may be made to ensure compliance with the Zoning Ordinance.

2. Transportation to and from the Pine Knot property for attendees of all special events shall be subject to a transportation management plan approved by the Planning Director.
3. Approval from the Health Department for the composting restroom facility shall be required prior to issuance of a building permit for this use.
4. Construction of the new building, as identified on the conceptual site plan (Attachment C-copy on file), shall commence on or before July 11, 2018, or this special use permit shall be deemed abandoned and the authority granted hereunder shall thereupon terminate.

SP-2012-00004. Community Christian Academy (Signs #38&39).

1. The existing building and use shall be in general accord with the site plan titled Alliance Bible Church "Community Christian Academy" prepared by Roudabush, Greene, & Gale and date approved 4-14-87 (hereafter "Site Plan"), as determined by the Director of Planning and the Zoning Administrator. To be in general accord with the Site Plan, the existing building and use shall reflect the following major elements within the site essential to the design of the site, as shown on the Site Plan:
 - Location of buildings, uses, and structures
 - Location of parking areas
 - Location of outdoor play area
 - Relation of buildings and parking to the street; and Site access

Minor modifications to the plan which do no conflict with the elements above may be made to ensure compliance with the Zoning Ordinance.

2. Maximum enrollment shall be eighty-five (85) children.
3. All students shall be over the age of two and one-half (2 ½) years old.
4. Hours of operation for the school shall be between 7:40 a.m. to 6:00 p.m., except that occasional school-related events may occur after 6:00 p.m.

ORDINANCE NO. 12-03(1)

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 3, AGRICULTURAL AND FORESTAL DISTRICTS, ARTICLE II, DISTRICTS OF STATEWIDE SIGNIFICANCE, DIVISION 2, DISTRICTS, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA.

BE IT ORDAINED by the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 3, Agricultural and Forestal Districts, Article II, Districts of Statewide Significance, Division 2, Districts, of the Code of the County of Albemarle, Virginia, is hereby amended and reordained as follows:

By Amending:

3-211 Chalk Mountain Agricultural and Forestal District
 3-214 Hardware Agricultural and Forestal District
 3-219 Keswick Agricultural and Forestal District

**CHAPTER 3. AGRICULTURAL AND FORESTAL DISTRICTS
 DIVISION 2. DISTRICTS**

Sec. 3-211 Chalk Mountain Agricultural and Forestal District.

The district known as the "Chalk Mountain Agricultural and Forestal District" consists of the following described properties: Tax map 97, parcels 2, 21A1, 21B, 21B1, 21C, 21D, 22, 22A, 22B, 27; tax map 98, parcels 1G (part), 11, 12, 13, 14; tax map 99, parcel 30. This district, created on September 6, 1989 for not more than 10 years and last reviewed on December 2, 2009, shall next be reviewed prior to December 2, 2019.

(Code 1988, § 2.1-4(r); Ord. 98-A(1), 8-5-98; Ord. 99-3(5), 10-6-99; Ord. 00-3(1), 4-19-00; Ord. 09-3(4), 12-2-09)

Sec. 3-214 Hardware Agricultural and Forestal District.

The district known as the "Hardware Agricultural and Forestal District" consists of the following described properties: Tax map 72, parcel 51C; tax map 73, parcels 38, 39C7, 41A, 41B1, 41B2, 42, 42A, 43, 44; tax map 74, parcels 6N, 26, 28, 28B; tax map 75, parcels 4A, 5; tax map 86, parcels 14, 16, 16A, 16C, 16D, 16E, 16F, 16H, 27, 27A; tax map 87, parcels 10, 13A, 13E (part consisting of 89.186 acres), 16A; tax map 88, parcels 2A, 3T, 3V, 6A, 20A, 20B, 20C, 20D, 20F, 23, 23E, 23F, 24, 24A, 24B, 26B, 29, 40, 42; tax map 99, parcels 10(part), 29, 52, 52B. This district, created on November 4, 1987 for not more than 10 years and last reviewed on September 12, 2007, shall next be reviewed prior to September 12, 2017.

(Code 1988, § 2.1-4(h); Ord. No. 98-A(1), 8-5-98; Ord. 00-3(2), 7-12-00; Ord. 07-3(2), 9-12-07; Ord. 09-3(4), 12-2-09; Ord. 10-3(2), 7-7-10; Ord. 10-3(3), 12-1-10)

Sec. 3-219 Keswick Agricultural and Forestal District.

The district known as the "Keswick Agricultural and Forestal District" consists of the following described properties: Tax map 48, parcels 30, 30A, 30B, 30C, 30D, 30E; tax map 63, parcels 39, 39A, 40, 42A; tax map 64, parcels 5, 7, 7A, 8A, 9, 10 10A, 10B, 10C, 10D, 11 12, 13, 13A, 14; tax map 65, parcels 13, 31C1, 31C3, 31D, 32; tax map 79, parcel 46; tax map 80, parcels 1, 2, 2A, 2C, 3A, 3A1, 3G, 3H, 3I, 4, 61D, 88, 114A, 115, 164, 169, 169A, 169C, 169C1, 174, 176, 176A, 182, 182A, 183, 183A, 190, 192, 194; tax map 81, parcels 1, 8A, 15A6, 15B, 63, 69, 72, 73, 74, 79. This district, created on September 3, 1986 for not more than 10 years and last reviewed on November 3, 2004, shall next be reviewed prior to November 3, 2014.

(10-12-94; 4-12-95; 8-13-97; Code 1988, § 2.1-4(e); Ord. 98-A(1), 8-5-98; Ord. 04-3(3), 11-3-04; Ord. 09-3(4), 12-2-09; Ord. 10-3(3), 12-1-10; Ord. 11-3(4), 12-7-11)

RESOLUTION APPROVING RIGHT OF WAY AGREEMENT BETWEEN THE COUNTY OF ALBEMARLE AND DOMINION VIRGINIA POWER FOR RELOCATION OF UTILITIES

WHEREAS, the County of Albemarle has acquired Parcel 056A2-01-00-02400 adjacent to The Square in Crozet; and

WHEREAS, the County desires to relocate overhead utilities along Crozet Avenue as part of the Downtown Crozet Streetscape Project; and

WHEREAS, this Right of Way Agreement is necessary for Dominion Virginia Power to relocate the overhead utilities as requested by the County.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the Right of Way Agreement and authorizes the County Executive to sign, in a form approved by the County Attorney, the Right of Way Agreement between the County of Albemarle and Dominion Virginia Power for an easement over Parcel 056A2-01-00-02400 in order to provide for the relocation of overhead utilities along Crozet Avenue.

ORDINANCE NO. 12-18(4)

AN ORDINANCE TO AMEND CHAPTER 18, ZONING, ARTICLE I, GENERAL PROVISIONS, ARTICLE II, BASIC REGULATIONS, AND ARTICLE III, DISTRICT REGULATIONS, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 18, Zoning, Article I, General Regulations, Article II, Basic Regulations, and Article III, District Regulations, are hereby amended and reordained as follows:

By Amending:

- Sec. 3.1 Definitions
- Sec. 4.2 Critical slopes
- Sec. 4.2.1 Building site required
- Sec. 4.2.2 Building site area and dimensions
- Sec. 4.2.3 Location of structures and improvements
- Sec. 4.2.4 Location of septic systems
- Sec. 4.7 Open space
- Sec. 5.1.43 Special events
- Sec. 5.1.44 Farm worker housing
- Sec. 10.5.2 Where permitted by special use permit

By Amending and Renaming:

	Current	New
Sec. 4.1	Area and health regulations related to utilities	Water supplies and sewer systems

By Repealing:

- Sec. 4.1.1 Untitled
- Sec. 4.1.2 Untitled
- Sec. 4.1.3 Untitled
- Sec. 4.1.4 Untitled
- Sec. 4.1.5 Untitled
- Sec. 4.1.6 Untitled
- Sec. 4.1.7 Untitled

Chapter 18. Zoning

Article I. General Regulations

Sec. 3.1 Definitions

...

Alternative onsite sewage system: A treatment works approved by the Virginia Department of Health that is not a conventional onsite sewage system and does not result in a point source discharge.

...

Conventional onsite sewage system: A treatment works approved by the Virginia Department of Health consisting of one or more septic tanks with gravity, pumped, or siphoned conveyance to a gravity distributed subsurface drainfield.

...

Critical slopes: Slopes of twenty-five (25) percent or greater as determined by reference to either current topographic mapping available from the county or a more accurate field survey certified by a professional surveyor or engineer.

...

Onsite sewage system: A conventional onsite sewage system or an alternative onsite sewage system.

...

Subsurface drainfield: A system installed within the soil and designed to accommodate treated sewage from a treatment works.

...

Treatment works: Any device or system used in the storage, treatment, disposal or reclamation of sewage or combinations of sewage and industrial wastes, including but not limited to pumping, power and other equipment and appurtenances, septic tanks, and any works, including land, that are or will be: (i) an integral part of the treatment process; or (ii) used for ultimate disposal of residues or effluents resulting from such treatment.

Article II. Basic Regulations

Sec. 4.1 Water supplies and sewer systems (Amended 6-3-81)

The water supply and sewer system serving either a development or any individual lot shall comply with the following:

- a. *Public water supply and public sewer system within the services areas of the Albemarle County Service Authority.* Within the services areas of the Albemarle County Service Authority (the "service areas"), each development and each lot shall be served by the public water supply and the public sewer system. Within the service areas, no building permit shall be issued for any structure if its use requires increased water consumption and/or sewage disposal, unless the structure will be connected to the public water supply and/or the public sewer system. Connection to the public water supply and/or the public sewer system is not required in the following circumstances:
 - 1. *Existing structure damaged.* When an existing structure is damaged as a result of factors beyond the control of its owner and/or occupant, the structure may be repaired or reconstructed provided that the repair or reconstruction is commenced within twelve (12) months and completed within twenty-four (24) months after the date of the damage, and further provided that the structure is not repaired or reconstructed so as to increase the number of water supply or sewage fixtures.
 - 2. *Cost of connection to public water supply or public sewer system exceeds cost of onsite sewage system.* When the director of community development, in consultation with the Albemarle County Service Authority finds that the cost of connecting the proposed development or lot to the public water supply and/or the public sewer system, exclusive of connection fees, exceeds the cost of installing an on-site well and/or an onsite sewage system.
 - 3. *Capacity of public water supply or public sewer system is inadequate.* When the director of community development, in consultation with the Albemarle County Service Authority finds that the capacity of the public water supply and/or the public sewer system is inadequate to serve the proposed development or lot.
 - 4. *Nonconforming use or structure.* The structure is used for a nonconforming use and satisfies the requirements of section 6.2(C) or the structure is nonconforming and satisfies the requirements of section 6.3.
- b. *Water supply and sewer system when development or lot not connected to the public water supply and/or the public sewer system.* When a development or a lot is not or will not be connected to the public water supply and/or the public sewer system, the following shall apply, except when an existing structure is damaged as provided in section 4.1(a)(1):
 - 1. *Lots served by an alternative onsite sewage system.* On any lot served by an alternative onsite sewage system, no building permit shall be issued for any structure, the use of which requires sewage disposal, without the Virginia Department of Health's approval of the location and area for the alternative onsite sewage system.

2. *Lots served by a conventional onsite sewage system.* On any lot served by a conventional onsite sewage system, no building permit shall be issued for any structure, the use of which requires sewage disposal, without the Virginia Department of Health's approval of the location and area for both an original and a replacement subsurface drainfield that is adequate to serve the use. For residential uses, each subsurface drainfield shall have suitable soils of adequate area to accommodate sewage disposal from a three (3) bedroom dwelling as determined by the current regulations of the Virginia Department of Health.

Sec. 4.2 Critical slopes

The provisions in this section through section 4.2.5 implement the comprehensive plan by protecting and conserving steep hillsides together with public drinking water supplies and flood plain areas because of the increased potential for soil erosion, sedimentation, water pollution and sewage disposal problems associated with the disturbance of critical slopes. The disturbance of critical slopes may result in: rapid and/or large-scale movement of soil and rock; excessive stormwater run-off; siltation of natural and man-made bodies of water; loss of aesthetic resource; and in the event of onsite sewage system failure, a greater travel distance of septic effluent, all of which constitute potential dangers to the public health, safety and/or welfare. The regulations in sections 4.2.1, 4.2.2, 4.2.3 and 4.2.4 are intended to direct building and onsite sewage system locations to terrain more suitable to development and to discourage development on critical slopes, and to supplement other regulations regarding the protection of public water supplies and the encroachment of development into flood plains. (Amended 11-15-89)

Each request to waive or modify any requirement of sections 4.2.1, 4.2.2, 4.2.3 or 4.2.4 under section 4.2.5 shall be by special exception under section 31.8. (Added 11-15-89)

Sec. 4.2.1 Building site required

No lot other than a special lot shall have less than one (1) building site, subject to the following:

- a. *Composition of building site.* A building site shall be composed of a contiguous area of land and may not contain any area of land that is: (i) in critical slopes; (ii) within the flood hazard overlay district; (iii) under water during normal hydrological conditions; (iv) within two hundred (200) horizontal feet of the one hundred year flood plain of any public water supply reservoir; and (v) within a stream buffer under chapter 17 of the Code, provided that nothing contained herein shall be deemed to prohibit or impair the program authority from exercising its discretion as authorized in chapter 17.
- b. *Special exception.* Notwithstanding section 4.2.5, any requirement of section 4.2.1(a) may be waived or modified by special exception under section 31.8 upon the board of supervisors' consideration of whether (i) the parcel has an unusual size, topography, shape, location or other unusual physical condition; or (ii) development in a stream buffer on the parcel was authorized as provided in section 17-321 of the Code.

Sec. 4.2.2 Building site area and dimensions

Each building site shall be subject to the following minimum area and dimension requirements: (Amended 10-17-01)

- a. *Uses not served by a public or central sewage system.* Building sites for uses not served by a public or central sewage system shall be subject to the following: (Amended 11-15-89; 10-17-01)
 1. *Dwelling units.* Each building site for a dwelling unit shall have an area of thirty thousand (30,000) square feet or greater and shall be of such dimensions that no one dimension exceeds any other by a ratio of more than five (5) to one (1) as described by a rectangle inscribed within the building site. The building site shall have adequate area for locating two (2) subsurface drainfields approved by the Virginia Department of Health if the lot will be served by a conventional onsite sewage system. (Amended 11-15-89; 10-17-01)
 2. *Development subject to section 32 of this chapter.* Each building site in a development subject to section 32 of this chapter shall have an area of thirty thousand (30,000) square feet or greater and shall be of such dimensions that no one dimension exceeds any other by a ratio of more than five (5) to one (1) as described by a rectangle inscribed within the building site. The building site shall have adequate area for all buildings and structures, two (2) subsurface

drainfields approved by the Virginia Department of Health if the lot will be served by a conventional onsite sewage system, parking and loading areas, storage yards and other improvements, and all earth disturbing activity related to the improvements. (Added 11-15-89; Amended 10-17-01)

3. *Special exception.* Notwithstanding section 4.2.5, the rectangular shape required by subsections (1) and (2) may be waived or modified by special exception under section 31.8 upon the board of supervisors' consideration of the recommendation from the Virginia Department of Health and information provided by the developer showing, that: (i) the parcel has an unusual size, topography, shape, location or other unusual physical condition; (ii) no reasonable alternative building site exists; and (iii) modifying or waiving the rectangular shape would result in less degradation of the parcel or adjacent parcels than if those dimensions were adhered to. (Added 10-17-01)

b. *Uses served by a central sewage system.* Building sites for uses served by a central sewage system shall be demonstrated by the applicant to have adequate area, as follows: (Amended 10-17-01)

1. *Residential development.* Each building site in a residential development shall have adequate area for all dwelling unit(s) together with an area equivalent to the sum of the applicable required yard areas for the applicable zoning district and, if parking is provided in bays, the parking area. (Added 11-15-89; Amended 10-17-01)
2. *Development subject to section 32 of this chapter.* Each building site in a development subject to section 32 of this chapter shall have adequate area for all structures, parking and loading areas, storage yards and other improvements, and all earth disturbing activity related to the improvements. (Added 11-15-89; Amended 10-17-01)

(4.2.2, 12-10-80; § 4.2.2, 4.2.2.1, 11-15-89; Ord. 01-18(7), 10-17-01)

Sec. 4.2.3 Location of structures and improvements

Except as otherwise provided in section 4.2.2, this section applies to the location of any structure for which a permit is required under the Uniform Statewide Building Code and to any improvement shown on a site plan pursuant to section 32 of this chapter. (Amended 11-15-89; 10-17-01)

(§ 4.2.3, 12-10-80, 11-15-89; Ord. 01-18(7), 10-17-01)

- a. No structure or improvement shall be located on any lot in any area other than a building site. (Amended 11-15-89)
- b. No structure, improvement, or land disturbing activity to establish the structure or improvement shall be located on critical slopes except as otherwise permitted under sections 4.2.5, 4.2.6 and 4.3.1.

Sec. 4.2.4 Location of onsite sewage systems (Amended 11-11-87)

In the review for and issuance of a permit for the installation of an onsite sewage system, the Virginia Department of Health should be mindful of the intent of section 4.2, and particularly mindful of the intent to discourage onsite sewage systems on slopes of twenty (20) percent or greater. Any onsite sewage system shall be located within a building site. (Amended 11-1-87; 9-9-92)

Sec. 4.7 Open space

Open space shall be established, used, designed and maintained as follows:

- a. *Intent.* Open space is intended to provide active and passive recreation, protect areas sensitive to development, buffer dissimilar uses from one another and preserve agricultural activities. The commission and the board of supervisors shall consider the establishment, use, design and maintenance of open space in their review and approval of zoning map amendments. The subdivision agent and the site plan agent (hereinafter, collectively referred to as the "agent") shall apply the following principles when reviewing open space provided on a subdivision plat or site plan.

- b. *Uses permitted.* Open space shall be maintained in a natural state and shall not be developed with any improvements, provided that the agent may authorize the open space to be used and improved for the following purposes: (i) agriculture, forestry and fisheries, including appropriate structures; (ii) game preserves, wildlife sanctuaries and similar uses; (iii) noncommercial recreational uses and structures; (iv) public utilities; (v) individual wells; (vi) in a cluster development, onsite sewage systems if the Department of Health determines that there are no suitable locations for a subsurface drainfield on a development lot; and (vii) stormwater management facilities and flood control devices.
- c. *Design.* Open space shall be designed as follows:
 - 1. *Lands that may be required.* The agent may require that open space include: (i) areas deemed inappropriate for or prohibited to development including, but not limited to, land in the one-hundred year flood plain and significant drainage swales, land in slopes of twenty-five (25) percent or greater, public utility easements for transmission lines, stormwater management facilities and flood control devices, and lands having permanent or seasonally high water tables; (ii) areas to satisfy section 4.16, and (iii) areas to provide reasonable buffering between dissimilar uses within the development and between the development and adjoining properties.
 - 2. *Redesign during review.* The agent may require the redesign of a proposed development to accommodate open space areas as may be required under this section 4.7, provided that the redesign shall not reduce the number of dwelling units permitted under the applicable zoning district.
 - 3. *Limitation on certain elements.* If open space is required by this chapter, not more than eighty (80) percent of the minimum required open space shall consist of the following: (i) land located within the one-hundred year flood plain; (ii) land subject to occasional, common or frequent flooding as defined in Table 16 Soil and Water Features of the United States Department of Agriculture Soil Conservation Service, Soil Survey of Albemarle County, Virginia, August, 1985; (iii) critical slopes; and (iv) land devoted to stormwater management facilities or flood control devices, except where the facility or feature is incorporated into a permanent pond, lake or other water feature deemed by the agent to constitute a desirable open space amenity.
- d. *Ownership of open space.* Open space may be privately owned or dedicated to public use. Open space in private ownership shall be subject to a legal instrument ensuring the maintenance and preservation of the open space that is approved by the agent and the county attorney in conjunction with the approval of the subdivision plat or site plan. Open space dedicated to public use shall be dedicated to the county in the manner provided by law. Open space dedicated to public use shall count toward the minimum required open space.

(12-10-80, §§ 4.7, 4.7.1, 4.7.2, 4.7.3, 4.7.4; 6-3-81, 11-15-89; Ord. 09-18(1), 1-14-09, § 4.7)

Sec. 5.1.43 Special events

Each special event authorized by section 10.2.2(50) shall be subject to the following:

- a. *Eligibility and applicability.* Special events may be authorized on those parcels in the Rural Areas (RA) zoning district on which there is an existing and ongoing by-right (section 10.2.1) primary use. A special event special use permit issued under section 10.2.2(50) and this section shall not be required for special events associated with farm wineries or historical centers, or for events determined by the zoning administrator to be accessory to a primary use of the parcel.
- b. *Information to be submitted with application for special use permit.* In addition to any information otherwise required to be submitted for a special use permit, each application for a special use permit shall include the following:
 - 1. *Concept plan.* A preliminary schematic plan (the “concept plan”) satisfying section 32.4.1. The concept plan shall identify the structure(s) to be used for the special event, include the area of the structure(s) in which the proposed special events will be conducted, the parking area, and the entrance to the site from the street. The concept plan shall address, in particular, provisions for safe and convenient access to and from the street, the location of the parking area, the location of portable toilets if they may be required, proposed screening as required by this section for parking areas and portable toilets, and information regarding the exterior appearance

of the proposed site. Based on the concept plan and other information submitted, the board of supervisors may then waive the requirement for a site plan in a particular case, upon a finding that the requirement of a site plan would not forward the purposes of this chapter or otherwise serve the public interest.

2. *Information from the Virginia Department of Health.* The applicant shall submit written comments from the Virginia Department of Health regarding the private water supply and the onsite sewage system that will serve the proposed special event site, the ability of the water supply and the onsite sewage system to handle the proposed events, and the need to improve the supply or the system in order to handle the proposed events.
 3. *Building and fire safety.* The building official and the county department of fire and rescue shall review and comment on the application, identifying all Virginia Uniform Statewide Building Code and Virginia Statewide Fire Prevention Code issues and requirements.
- c. *Zoning clearance.* The applicant shall obtain a zoning clearance under section 31.5 prior to conducting a special event. A single zoning clearance may be obtained for one (1) or more such special events in a calendar year as follows:
1. The zoning administrator may issue a single zoning clearance for more than one (1) special event if: (i) the application submitted by the applicant includes the required information in subsection 5.1.43(c)(3) for each special event to be covered by the zoning clearance; (ii) the zoning administrator determines that each special event is substantially similar in nature and size; and (iii) the zoning administrator determines that a single set of conditions that would apply to each such special event may be imposed with the zoning clearance.
 2. The applicant shall apply for a zoning clearance at least thirty (30) days prior to the date of the first special event to be authorized by the zoning clearance. The application shall be submitted to the zoning administrator, who shall forward copies of the application to the county police department, the county building official, the county department of fire and rescue, and the local office of the Virginia Department of Health. As part of his review, the building official shall determine whether the structure(s) proposed to be used for the special events satisfies the requirements of the Virginia Uniform Statewide Building Code for that use.
 3. The application shall describe the nature of each special event to be authorized by the zoning clearance, the date or dates and hours of operation of each such special event, the facilities, structures to be used, and the number of participants and support staff expect to attend each special event.
 4. Upon a determination that all requirements of the zoning ordinance and all conditions of the special use permit are satisfied, and imposing all conditions of such approval required by the offices identified in subsection 5.1.43(c)(2), the zoning administrator shall issue a zoning clearance for one or more special events. The validity of the zoning clearance shall be conditional upon the applicant's compliance with all requirements of the zoning ordinance, all conditions of the approved special use permit, the approved concept plan or site plan, and all conditions imposed by the zoning clearance.
- d. *Special events sites and structures.* In addition to all other applicable requirements of this chapter, special events sites and structures shall be subject to the following:
1. *Structures used for special events.* Each structure used for a special event shall satisfy the following: (i) the structure shall have been in existence on the date of adoption of this section 5.1.43, provided that this requirement shall not apply to accessory structures less than one hundred fifty (150) square feet in size; (ii) the structure shall be a lawful conforming structure and shall support or have supported a lawful use of the property; and (iii) modifications to farm buildings or farm structures as those terms are defined in Virginia Code § 36-97 shall allow the structure to revert to an agricultural use, as determined by the building official.
 2. *Minimum yards.* Notwithstanding any other provision of this chapter, the minimum front yard shall be seventy-five (75) feet. The minimum side yard shall be twenty-five feet (25) feet. The minimum rear yard shall be thirty-five (35) feet. All yards shall be measured from structures and off-street parking areas. These minimum yard requirements shall apply to all accessory

structures established after the effective date of this section 5.1.43 and all tents, parking areas and portable toilets used in whole or in part to serve special events.

3. *Parking.* The number of off-street parking spaces for a special event shall be as required in section 4.12.6. Notwithstanding section 4.12.15(a) through (g), the additional parking area(s) for special events shall consist of or be constructed of pervious materials including, but not limited to stabilized turf, approved by the county engineer. Asphalt and impervious materials are prohibited. If the parking area is on grass or in a field, the applicant shall reseed and restore the parking area site as required by the zoning administrator. In addition to the requirements of section 4.12.5, the parking area shall be onsite and screened from abutting parcels by topography, structures or new or existing landscaping. Notwithstanding section 4.12.16(d) and (e), the delineation of parking spaces and the provision of bumper blocks shall not be required.
 4. *Water and sewer.* The private water supply and onsite sewage system serving a special event shall be approved by the Virginia Department of Health.
 5. *Streets and access.* Streets serving the site shall be adequate for anticipated traffic volume for a special event. Access from the street onto the site shall be adequate to provide safe and convenient access to the site, and applicant shall install all required improvements and provide adequate sight distance in order to provide safe and convenient access.
- e. *Special events operations.* In addition to all other applicable requirements of this chapter, special events operations shall be subject to the following:
1. *Number of participants.* The number of participants at a special event at any one time shall not exceed one hundred fifty (150) persons
 2. *Number of special events per year.* The special use permit shall identify the number of approved special events per calendar year, which number shall not exceed twenty-four (24).
 3. *Signs.* Permanent and temporary signs advertising a special event shall be permitted as provided in sections 4.15.4, 4.15.4A and 4.15.8.
 4. *Food service.* No kitchen facility permitted by the Virginia Department of Health as a commercial kitchen shall be allowed on the site. A kitchen may be used by licensed caterers for the handling, warming and distribution of food, but not for cooking food, to be served at a special event.
 5. *Portable toilets.* If required, portable toilets are permitted on the site, provided that they comply with the yard requirements in section 5.1.43(d)(2) and shall be screened from that parcel and any street by topography, structures or new or existing landscaping.
- f. *Prohibition of development to a more intensive use.* A parcel subject to a special events special use permit shall not be subdivided so as to create one or more parcels, including the parent parcel, of less than twenty-one acres in size without first amending the special use permit to expressly authorize the subdivision. If a parcel is so subdivided without first amending the special use permit, special events shall thereafter be prohibited on the resulting parcels unless a new special use permit is obtained.

(Ord. 05-18(8), 7-13-05)

Sec. 5.1.44 Farm worker housing

Each farm worker housing facility shall be subject to the following:

- a. *Concept plan to be submitted with application for farm worker housing.* Before applying for the first building permit for a farm worker housing, Class A, facility, or in addition to any other information required to be submitted for a farm worker housing, Class B, special use permit, the applicant shall submit a concept plan meeting the requirements of section 5.1.44(b).
- b. *Contents of concept plan.* The concept plan shall show the following: (i) the boundary lines of the farm (may be shown on an inset map if necessary); (ii) the location and general layout of the proposed

structures at a scale of not more than one (1) inch equals forty (40) feet; (iii) vehicular access, travelways and parking for the facility; (iv) topography (with a contour interval of no greater than ten (10) feet); (v) critical slopes; (vi) streams, stream buffers and floodplains; (vii) source(s) of water for fire suppression; (viii) building setback lines as provided in subsection 5.1.44(g) below; and (ix) outdoor lighting. The concept plan also shall include a written description of each structure's construction and materials used, and the number of persons to be housed in the farm worker housing facility.

- c. *Notice of receipt of concept plan to abutting owners.* The zoning administrator shall send notice of the receipt of a concept plan as follows:
1. *Farm worker housing, Class A, facility:* For each concept plan received for a farm worker housing, Class A, facility, the zoning administrator shall send notice to the owner of each lot abutting the parcel for which a concept plan has been received within ten (10) days after submittal of the concept plan deemed by the zoning administrator to be complete. The notice shall include a copy of the concept plan and shall advise each recipient of the right to submit written comments within ten (10) days of the date of the notice and the right to request planning commission review as provided in section 5.1.44(d). Notice mailed to the abutting owner shall be mailed to the last known address of the owner, and mailing the notice to the address shown on the current real estate tax assessment records of the county shall be deemed compliance with this requirement. The failure of an abutting owner to receive the notice required by this section shall not affect the validity of an approved concept plan or zoning clearance.
 2. *Farm worker housing, Class B, facility:* For each concept plan received for a farm worker housing, Class B, facility, notice to the owner of each lot abutting the parcel for which a concept plan has been received shall be provided in conjunction with the notice required for the special use permit.
- d. *Review and action on concept plan.* A concept plan shall be reviewed and acted upon as follows:
1. *Farm worker housing, Class A, facility.* For a farm worker housing, Class A, facility, the concept plan shall be approved by the zoning administrator before any building permit is issued for the facility. The concept plan shall be approved by the zoning administrator if it satisfies all applicable requirements of this chapter.
 2. *Farm worker housing, Class B, facility.* For a farm worker housing, Class B, facility, the concept plan shall be reviewed and acted upon in conjunction with the special use permit.
- e. *Farm worker housing facilities; permissible structures.* Farm worker housing facilities shall not use motor vehicles or major recreational equipment, as that term is defined in section 4.12.3(b)(1) of this chapter, to provide for sleeping, eating, food preparation, or sanitation (bathing and/or toilets).
- f. *Minimum yards.* Notwithstanding any other provision of this chapter, the minimum front yard shall be seventy-five (75) feet. The minimum side and rear yards shall be fifty (50) feet. All yards shall be measured from the farm worker housing structures.
- g. *Zoning clearance.* The owner shall obtain a zoning clearance from the zoning administrator as provided in section 31.5 of this chapter before a farm worker housing facility is occupied, subject to the following additional requirements:
1. The applicant shall apply for a zoning clearance at least thirty (30) days prior to the first expected occupation of the farm worker housing facility. The application shall be submitted to the zoning administrator.
 2. The zoning clearance application shall include all of the following information:
 - a. Written approval of the farm worker housing facility as a migrant labor camp under 12 VAC 5-501-10 *et seq.*, the food preparation area, the private water supply, and the onsite sewage system by the Virginia Department of Health.
 - b. Approval of the access to the site from a public street by the Virginia Department of Transportation; provided that nothing herein shall be deemed to require that a

commercial entrance be constructed unless such an entrance is required by the Virginia Department of Transportation.

- c. Written approval of the adequacy of the access to the site for emergency vehicles by the fire marshal.
- d. Written approval of the adequacy of the structures intended for human habitation by the building official.

3. Upon the zoning administrator's determination that all requirements of the zoning ordinance are satisfied, that all conditions of the special use permit authorizing a farm worker housing, Class B, facility, are satisfied, and upon receipt of the approvals and documents required in section 5.1.44(g)(2), the zoning administrator shall issue a zoning clearance for the facility.

- h. *Use of farm worker housing facility by workers and their families only.* A farm worker housing facility shall be occupied only by persons employed to work on the farm on which the structures are located for seasonal agriculture work and their immediate families as provided herein. For purposes of this section 5.1.44, the term "immediate families" means the natural or legally defined off-spring, grandchild, grandparent, or parent of the farm worker.
- i. *Use of farm worker housing facility when not occupied.* When not occupied by seasonal farm workers, farm worker housing facilities may be used for any use accessory to a primary agriculture use.

(Ord. 06-18(2), 12-13-06)

Article III. District Regulations

Sec. 10.5.2 Where permitted by special use permit

The board of supervisors may issue a special use permit for more lots than the total number permitted under sections 10.3.1 and 10.3.2; provided that no such permit shall be issued for property within the boundaries for the watershed of any public water supply reservoir, and further provided that no such permit shall be issued to allow more development lots within a proposed rural preservation development than that permitted by right under section 10.3.3.3(b). (Added 11-8-89; Amended 5-5-04 effective 7-1-04)

The board of supervisors shall determine that such division is compatible with the neighborhood as set forth in section 31.6.1 of this chapter, with consideration of the goals and objectives of the comprehensive plan relating to rural areas including the type of division proposed and, specifically, with consideration of the following: (Amended 11-8-89)

1. The size, shape, topography and existing vegetation of the property in relation to its suitability for agricultural or forestal production as evaluated by the United States Department of Agriculture Natural Resources Conservation Service or the Virginia Department of Forestry.
2. The actual suitability of the soil for agricultural or forestal production as the same is shown on the most recent published maps of the United States Department of Agriculture Natural Resources Conservation Service or other source deemed of equivalent reliability by the Natural Resources Conservation Service.
3. The historic commercial agricultural or forestal uses of the property since 1950, to the extent that is reasonably available.
4. If located in an agricultural or forestal area, the probable effect of the proposed development on the character of the area. For the purposes of this section, a property shall be deemed to be in an agricultural or forestal area if fifty (50) percent or more of the land within one (1) mile of the border of such property has been in commercial agricultural or forestal use within five (5) years of the date of the application for special use permit. In making this determination, mountain ridges, major streams and other physical barriers which detract from the cohesiveness of an area shall be considered.
5. The relationship of the property in regard to developed rural areas. For the purposes of this section, a property shall be deemed to be located in a developed rural area if fifty (50) percent or more of the land within one (1) mile of the boundary of such property was in parcels of record of five (5) acres or less on

the adoption date of this ordinance. In making this determination, mountain ridges, major streams and other physical barriers which detract from the cohesiveness of an area shall be considered.

6. The relationship of the proposed development to existing and proposed population centers, services and employment centers. A property within areas described below shall be deemed in proximity to the area or use described:
 - a. Within one mile roadway distance of the urban area boundary as described in the comprehensive plan; (Amended 11-8-89)
 - b. Within one-half mile roadway distance of a community boundary as described in the comprehensive plan; (Amended 11-8-89)
 - c. Within one-half mile roadway distance of a village as described in the comprehensive plan. (Amended 11-8-89)
7. The probable effect of the proposed development on capital improvements programming in regard to increased provision of services.
8. The traffic generated from the proposed development would not, in the opinion of the Virginia Department of Transportation: (Amended 11-8-89)
 - a. Occasion the need for road improvement;
 - b. Cause a tolerable road to become a nontolerable road;
 - c. Increase traffic on an existing nontolerable road.

(§ 20-10.5.2.1, 12-10-80; 11-8-89; §18-10.5.2.1, Ord. 98-A(1), 8-5-98; Ord. 04-18(1), 5-5-04 effective 7-1-04)

ORDINANCE NO. 12-14(1)

AN ORDINANCE TO AMEND CHAPTER 14, SUBDIVISION OF LAND, ARTICLE I, GENERAL PROVISIONS, ARTICLE III, SUBDIVISION PLAT REQUIREMENTS AND DOCUMENTS TO BE SUBMITTED, AND ARTICLE IV, ON-SITE IMPROVEMENTS AND DESIGN, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 14, Subdivision of Land, Article I, General Provisions, Article III, Subdivision Plat Requirements and Documents to be Submitted, and Article IV, On-site Improvements and Design, of the Code of the County of Albemarle, Virginia, are hereby amended and reordained as follows:

By Amending:

- Sec. 14-106 Definitions
- Sec. 14-309 Soil evaluations

By Amending and Renaming:

- Sec. 14-310 Health director approval of individual private wells and/or septic systems
- Sec. 14-415 Central water supplies and sewerage systems
- Sec. 14-416 Individual private wells and septic systems

Chapter 14. Subdivision of Land

Article I. General Provisions

Sec. 14-106 Definitions

The following definitions shall apply in the interpretation and enforcement of this chapter:

...

Alternative onsite sewage system. The term “alternative onsite sewage system” means a treatment works approved by the Virginia Department of Health that is not a conventional onsite sewage system and does not result in a point source discharge.

...

Conventional onsite sewage system. The term “conventional onsite sewage system” means a treatment works approved by the Virginia Department of Health consisting of one or more septic tanks with gravity, pumped, or siphoned conveyance to a gravity distributed subsurface drainfield.

...

Onsite sewage system. The term “onsite sewage system” means a conventional onsite sewage system or an alternative onsite sewage system.

...

Subsurface drainfield. The term “subsurface drainfield” means a system installed within the soil and designed to accommodate treated sewage from a treatment works.

...

Treatment works. The term “treatment works” means any device or system used in the storage, treatment, disposal or reclamation of sewage or combinations of sewage and industrial wastes, including but not limited to pumping, power and other equipment and appurtenances, septic tanks, and any works, including land, that are or will be (i) an integral part of the treatment process or (ii) used for ultimate disposal of residues or effluents resulting from such treatment.

Article III. Subdivision Plat Requirements and Documents to be Submitted

Division 2. Documents and Information to be Submitted with Preliminary or Final Plat

Sec. 14-309 Soil evaluations.

The subdivider shall submit to the agent with each final plat the results of percolation tests or other methods of soil evaluation used to determine the suitability of the soil for subsurface drainfields, if conventional onsite sewage systems are proposed to be used in the development of the subdivision, and the results are requested by the agent. These results shall be forwarded by the agent to the health director.

(9-5-96, 8-28-74; 1988 Code, § 18-23; Ord. 98-A(1), 8-5-98; Ord. 05-14(1), 4-20-05, effective 6-20-05)

State law reference--Va. Code §§ 15.2-2241(3), 15.2-2262.

Sec. 14-310 Health director approval of individual private wells and/or onsite sewage systems.

If required as a condition of final plat approval, a final plat shall not be approved if individual private wells are proposed for the subdivision until written approval has been received from the health director by the agent. A final plat shall not be approved if onsite sewage systems are proposed for the subdivision until written approval has been received from the health director by the agent, provided further that if the subdivision will be served by conventional onsite sewage systems:

A. The health director shall determine the suitability of the soil of each lot of the subdivision for which conventional onsite sewage systems will be constructed, and shall submit his opinion to the agent.

B. The health director may require as a condition of his approval of the installation of conventional onsite sewage systems that individual lots be graded and drained so as to assure the effective removal of surface water from each lot.

C. Special lots shall not be subject to this section unless the special lot is created for a water supply or waste disposal purpose.

(Ord. 98-A(1), 8-5-98; Ord. 05-14(1), 4-20-05, effective 6-20-05; Ord. 11-14(1), 6-1-11)

State law reference--Va. Code §§ 15.2-2242(2), 15.2-2262.

Article IV. On-Site Improvements and Design

Division 3. Water, Sewers and Other Improvements

Sec. 14-415 Central water supplies and sewerage systems.

A subdivision for which public water and/or sanitary sewerage service is not reasonably available as provided in section 14-414, and which will have twenty-five (25) or more lots of two (2) acres or less, may be served by a central water supply or central sewerage system, or both, if authorized by the board of supervisors under chapter 16 of the Code, as follows:

A. The design and construction of each central water system and central sewerage system required by this section shall be approved by the Virginia Department of Health, or its local office, the Virginia Department of Environmental Quality, and the board of supervisors. Each system shall complement or supplement existing or proposed county utilities to the extent that the agent finds existing public utilities to be inadequate.

B. Neither a central water system nor a central sewerage system shall be required if the subdivider establishes to the satisfaction of the county engineer that the soils and parent materials of all of the lots created for the purpose of transfer of ownership are such that waste disposal methods for the entire property are satisfactory to the health director, and that no well pollution can occur from the proposed lot configuration.

C. No final plat for a subdivision served by a central water system and/or a central sewerage system shall be approved until the requirements of Chapter 21 of Title 15.2 of the Code of Virginia have been satisfied.

(9-5-96, 8-28-74; 1988 Code, § 18-23; Ord. 98-A(1), 8-5-98, § 14-517; Ord. 05-14(1), 4-20-05, effective 6-20-05)

State law reference--Va. Code § 15.2-2241(4).

Sec. 14-416 Individual private wells and onsite sewage systems.

A subdivision for which public water and/or public sewerage service is not reasonably available as provided in section 14-414, and for which a central water supply and/or a central sewerage system is not authorized under section 14-415, shall be served by individual private wells or onsite sewage systems, or both, and shall meet all requirements of the health department and be approved by the health director.

(§ 18-23 (part), 9-5-96, 8-28-74; § 18-27, 9-5-96, 8-28-74; 1988 Code, §§ 18-23, 18-27; Ord. 98-A(1), 8-5-98, § 14-518; Ord. 05-14(1), 4-20-05, effective 6-20-05)

State law reference--Va. Code § 15.2-2241(3).

**RESOLUTION TO APPROVE AMENDMENTS TO
THE ECONOMIC DEVELOPMENT AUTHORITY OF
ALBEMARLE COUNTY, VIRGINIA RULES AND PROCEDURES**

WHEREAS, the Economic Development Authority of Albemarle County, Virginia (EDA) has proposed amendments to its Rules and Procedures; and

WHEREAS, the Board finds such amendments are appropriate to support the economic vitality initiatives of the County.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the following amendments to the EDA's Rules and Procedures:

1. Amending subsection 4.3(a) regarding an annual administrative fee for bonds, as follows:

4.3(a). Administrative Fees. If the Authority issues bonds for the benefit of the applicant, the financing documents shall include a requirement that the applicant pay the Authority an annual administrative fee of \$1,000.00 per \$1,000,000.00 of bonds issues, or prorate portion thereof, upon the issuance of bonds and annually thereafter on the anniversary date of the issuance of bonds until the bonds are paid in full. The annual administrative fee shall only be applicable to the first \$40,000,000.00 of bonds issues. Except in the case of a refunding, the filing fee shall be applied as a credit against the first annual fee at closing. This section shall expire on June 30, 2015.

2. Adding a new subsection 4.3(c) regarding expenditure of funds, as follows:

4.3(c). Expenditures of Funds. The EDA will expend funds that it receives only to support economic development initiatives that benefit Albemarle County as determined by agreement between the Authority and the Board of Supervisors of Albemarle County. All such initiatives shall be developed in consultation with the County Executive, or its designee. The Albemarle County staff will provide support in the administration of the expenditure of such funds by the Authority.

3. Amending paragraph 3 of the section titled Notes to Application regarding application fees, as follows:

3. A \$500.00 application fee for issues less than \$25.0 million or a \$1,000.00 application fee for issues \$25.0 million or greater, made payable to the County of Albemarle, should be submitted to the Authority's administrative agency, the County of Albemarle, with the application or at the time the application is considered.