

**ACTIONS**  
**Board of Supervisors Meeting of April 2, 2025**

April 3, 2025

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>	<u>VIDEO</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> <li>The meeting was called to order at 1:01 p.m. by the Chair, Mr. Andrews. All BOS members were present. Also present were Jeff Richardson, Andy Herrick, Claudette Borgersen, and Travis Morris.</li> </ul>		<a href="#">Link to Video</a>
<p>4. Adoption of the Final Agenda.</p> <ul style="list-style-type: none"> <li>Announced that Agenda Item #17 was added to the agenda after it was published.</li> <li>Mentioned that the ordinance for Agenda Item #18 was amended.</li> <li>By a vote of 6:0, <b>ADOPTED</b> the final agenda as amended.</li> </ul>		
<p>5. Brief Announcements by Board Members.</p> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>Mentioned that the reconvened session of the Virginia General Assembly started at noon, and she hoped that they would learn more by the end of the night about the outstanding bills and override choices.</li> <li>Announced that for information on the current situation at Shenandoah National Park, including staff freezes, cuts to funding, trail closures, and more, one could visit the new website at <a href="http://snptrust.org">snptrust.org</a>.</li> <li>Commented that she was looking forward to the upcoming Budget Town Halls and noted that they would be held at 5:30 at Western Albemarle High School on April 9, 2025, and on April 10, 2025, at North Fork Research Park.</li> </ul> <p><u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> <li>Mentioned that she attended the second day of the Albemarle County Police Department Citizens Police Academy.</li> <li>Commented that she participated in the Child Abuse Prevention Week pinwheel planting at COB 5<sup>th</sup> to raise awareness about the importance of vigilance in preventing child abuse.</li> <li>Reported that she held a community meeting in the Rivanna Key West neighborhood centered on helping community members understand the assessment process.</li> </ul> <p><u>Mike Pruitt:</u></p> <ul style="list-style-type: none"> <li>Thanked residents who had attended recent Town Hall meetings.</li> <li>Announced that there would be a joint meeting with the Town of Scottsville on May 14, 2025.</li> <li>Mentioned that the Scottsville Center for Arts and Nature (SCAN) had opened a new nonprofit gallery space, which was formerly the Riverbend Boutique.</li> <li>Mentioned that SCAN would be celebrating Earth Day on April 19, 2025, with events in their preserved wildland.</li> <li>Reminded residents that early in-person voting for the upcoming primary elections begins on May 2, 2025.</li> </ul> <p><u>Diantha McKeel:</u></p>		

<ul style="list-style-type: none"> <li>• Reported that she attended the ACPD Citizens Police Academy and encouraged residents to participate next year.</li> <li>• Announced that the Jack Jouett Magisterial District Town Hall will take place on April 14, 2025, at Journey Middle School.</li> <li>• Mentioned that the 2024 Albemarle County Police Department Annual Report and the 2024 Albemarle County Community Report had been released were available for pick up and could also be found on the County’s website.</li> </ul> <p><u>Jim Andrews:</u></p> <ul style="list-style-type: none"> <li>• Mentioned that the Spring Bulk Waste Amnesty Days would take place in April and May and the e-waste collection event was scheduled for April 19 from 9:00 a.m. to 3:00 p.m. at the Ivy Solid Waste and Recycling Center. He noted that advanced online registration was required.</li> <li>• Announced that Kindergarten registration opened on April 7, 2025.</li> </ul>		
<p>6. Proclamations and Recognitions.</p> <p>a. Proclamation Recognizing Dark Sky Week.</p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, <b>ADOPTED</b> proclamation, and presented to Christine Putnam.</li> </ul> <p>b. Proclamation Recognizing Financial Literacy Awareness Month.</p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, <b>ADOPTED</b> proclamation, and presented to Janasha Bradford.</li> </ul>	<p>(Attachment 1)</p> <p>(Attachment 2)</p>	
<p>7. Public Comment on: Matters Previously Considered or Currently Pending Before the Board (Other than Scheduled Public Hearings).</p> <ul style="list-style-type: none"> <li>• <u>Gary Grant</u>, Rio District resident, addressed the Board concerning work sessions as it relates to where they are held, Lane Auditorium vs. Room 241, and Rural Rustic Roads pertaining to Bleak House Road.</li> <li>• <u>Neil Williamson</u>, Free Enterprise Forum, addressed the Board concerning Agenda Item #9 AC44: Development Areas Land Use Chapter Revisions and Community Design Guidelines, and encouraged the Board to increase the Development Area from 5 to 7%.</li> </ul>		
<p>8.2 Fiscal Year 2025 Appropriations.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> resolution to approve appropriation #2025035 for County government projects and programs.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget, and County Attorney’s office. (Attachment 3)</p>	
<p>8.3 Fiscal Year 2025 Virginia Department of Health (VDH) Local Government Agreement.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> resolution to approve the FY 25 Virginia Department of Health (VDH) Local Government Agreement and to authorize the County Executive to execute the Agreement after it is approved as to form and substance by the County Attorney.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget and County Attorney’s office. (Attachment 4)</p> <p><u>County Attorney:</u> Provide Clerk with copy of fully executed agreement (Attachment 5)</p>	
<p>8.4 Proposed Change of the Branchlands Polling Place Location.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> resolution to schedule a public hearing on May 7 to consider the adoption of the proposed ordinance; to direct staff to solicit public comment on the proposed change for at least 30 days; and to direct staff to seek a certification of no objection from the Virginia Attorney General.</li> </ul>	<p><u>Clerk:</u> Schedule on May 7 agenda and advertise in the Daily Progress. Attachment 6)</p>	
<p>8.5 University of Virginia WellAware Program Lease.</p>	<p><u>Clerk:</u> Forward copy of signed resolution to Facilities and</p>	

<ul style="list-style-type: none"> <li>• <b>ADOPTED</b> resolution authorizing the County Executive to sign a lease of the Yancey Community Center space to the University of Virginia.</li> </ul>	<p>Environmental Services and County Attorney's office. (Attachment 7)</p> <p><u>County Attorney:</u> Provide Clerk with copy of fully executed lease. (Attachment 8)</p>	
<p>8.6 SE202400038 Oakleigh NMD (Neighborhood Model District) Variations.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> resolution to approve variations to the approved code of development and application plan.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 9)</p>	
<p>9. <b>Work Session:</b> AC44: Development Areas Land Use Chapter Revisions and Community Design Guidelines.</p> <ul style="list-style-type: none"> <li>• <b>HELD.</b></li> </ul>		
<p><b>Recess.</b> At 3:45 p.m., the Board recessed and reconvened at 4:00 p.m.</p>		
<p>10. <b>Work Session:</b> VDOT/Albemarle County FY 26-31 Draft Secondary Six-Year Plan.</p> <ul style="list-style-type: none"> <li>• <b>HELD.</b></li> </ul>		
<p>11. <b>Presentation:</b> VDOT Quarterly Report.</p> <ul style="list-style-type: none"> <li>• <b>RECEIVED.</b></li> </ul>		
<p>12. Closed Meeting.</p> <ul style="list-style-type: none"> <li>• At 5:05 p.m., the Board went into Closed Meeting pursuant to section 2.2-3711(A) of the Code of Virginia: <ul style="list-style-type: none"> <li>• under subsection (1) to discuss and consider appointments to various boards and commissions including, without limitation: the Citizens Transportation Advisory Committee, the Crozet Community Advisory Committee, the Economic Development Authority, the Rivanna Solid Waste Authority, and the Rivanna Water and Sewer Authority; and</li> <li>• under subsection (8) to consult with legal counsel regarding specific legal matters requiring the provision of legal advice, including: <ul style="list-style-type: none"> <li>• a proposed agreement regarding payments in lieu of taxation; and</li> <li>• the actions required prior to enactment or administration of covered practices under <i>Virginia Code</i> § 24.2-129.</li> </ul> </li> </ul> </li> </ul>		
<p>13. Certify Closed Meeting.</p> <ul style="list-style-type: none"> <li>• At 6:00 p.m., the Board reconvened into an open meeting and certified the closed meeting.</li> </ul>		
<p>14. Boards and Commissions:</p> <p>a. Vacancies and Appointments.</p> <ul style="list-style-type: none"> <li>• <b>REAPPOINTED</b> Mr. Peter Thompson to the Citizens Transportation Advisory Committee (CTAC) with said term to expire April 3, 2028.</li> <li>• <b>APPOINTED</b> Ms. Grace Spalding to the Crozet Community Advisory Committee with said term to expire March 31, 2027.</li> <li>• <b>APPOINTED</b> Mr. William Mechnick to the Economic Development Authority as the Rivanna District representative to fill an unexpired term ending on January 19, 2026.</li> <li>• <b>REAPPOINTED</b> Mr. Jeff Richardson to the Rivanna Solid Waste Authority with said term to expire on April 1, 2027.</li> <li>• <b>REAPPOINTED</b> Mr. Jeff Richardson and Mr. Quinn Lunsford to the Rivanna Water and</li> </ul>	<p><u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>	

Sewer Authority with said terms to expire on April 1, 2027.		
15. From the County Executive: Report on Matters Not Listed on the Agenda. • There was none.		
16. Public Comment on: Matters Previously Considered or Currently Pending Before the Board (Other than Scheduled Public Hearings). • <u>Kathy Coleman</u> , Rivanna District, advocated for the reinstatement of horse trails at Biscuit Run Park.		
17. <b>Action Item:</b> Emergency Ordinance Changing the Polling Place for the Branchlands Precinct of the Rio Magisterial District. • By a vote of 6:0, <b>ADOPTED</b> emergency ordinance.	<u>Clerk:</u> Forward copy of signed ordinance to the Office of Elections and County Attorney's office. (Attachment 10)	
18. <b>Pb. Hrg.: 25-3(2) – Agricultural and Forestal Districts.</b> a) <b><u>AFD 2024-15 Buck Mountain – District Review.</u></b> b) <b><u>AFD 2024-13 Buck's Elbow – District Review.</u></b> c) <b><u>AFD 2024-12 Fox Mountain – District Review.</u></b> d) <b><u>AFD 2024-08 Keswick – District Review.</u></b> e) <b><u>AFD 2024-10 Kinloch – District Review.</u></b> f) <b><u>AFD 2024-09 Moorman's River – District Review.</u></b> g) <b><u>AFD 2024-14 Sugar Hollow – District Review.</u></b> • By a vote of 6:0, <b>ADOPTED</b> proposed Ordinance No. 25-3(2), as revised on April 1, 2025.	<u>Clerk:</u> Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachment 11)	
19. <b>Pb. Hrg.: ZTA2024-0002 Data Centers – Phase I.</b> • By a vote of 3:3 (McKeel, Gallaway, LaPisto-Kirtley), motion to change the accessory data center size to be limited to 25%, up to 40,000 square feet of the main business <b>FAILED.</b> • By a vote of 3:3 (McKeel, Gallaway, LaPisto-Kirtley) motion to not allow standalone data centers in the Downtown Crozet District <b>FAILED.</b> • By a vote of 6:0, <b>ADOPTED</b> ordinance.	<u>Clerk:</u> Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachment 12)	
20. From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Ann Mallek:</u> • Reported that the Historic Preservation Committee approved the historic marker for the Yancey School and that several other markers, including those for the old Browns Gap Turnpike walking path, Colored School No. 8, and the original site of Michie Tavern in Earlysville, were being considered for the work program. <u>Bea LaPisto-Kirtley:</u> • Expressed her gratitude to staff for their excellent budget presentation at the Pantops Community Advisory Committee meeting. <u>Mike Pruitt:</u> • Announced that the Regional Transit Authority had adopted its bylaws.		
21. Adjourn to April 7, 2025, 3:00 p.m. Room 241. • The meeting was adjourned at 7:54 p.m.		

ckb/tom

- Attachment 1 – Proclamation Recognizing Dark Sky Week
- Attachment 2 – Proclamation Recognizing Financial Literacy Awareness Month
- Attachment 3 – Resolution to Approve Additional FY 2025 Appropriations
- Attachment 4 – Resolution to Approve the FY 25 Agreement between the County and the Virginia Dept. of Health
- Attachment 5 – FY 25 Agreement between the County and the Virginia Dept. of Health
- Attachment 6 – Resolution to Consider Proposed Change of Branchlands Precinct Polling Place
- Attachment 7 – Resolution Approving a Lease to the Rector and Visitors of UVA of Space at Yancey Cmty Center
- Attachment 8 – **DRAFT** Lease to the Rector and Visitors of UVA of Space at the Yancey Community Center
- Attachment 9 – Resolution to Approve SE2024-000038 Oakleigh Variations
- Attachment 10 – Ordinance No. 25-E(1)
- Attachment 11 – Ordinance No. 25-3(2)
- Attachment 12 – Ordinance No. 25-18(1)

**PROCLAMATION RECOGNIZING DARK SKY WEEK**

**WHEREAS,** the aesthetic beauty and wonder of a natural night sky is a shared heritage of all humankind. The experience of standing beneath a starry night sky inspires feelings of wonder and awe. Many people in Albemarle County, live under a dome of light pollution—excessive artificial lighting at night that disrupts natural darkness—and may never experience the visual wonder or ecological and health benefits of living under a dark sky; and

**WHEREAS,** light pollution has scientifically-established economic and environmental consequences, which result in significant impacts to the ecology and human health of all communities; and light pollution represents a waste of natural resources amounting to roughly \$3 billion per year of wasted energy in the U.S. and contributes to climate change, and

**WHEREAS,** Albemarle County has adopted the Biodiversity Action Plan to protect the many species which rely on undisturbed night environments to hunt, mate, and thrive. Albemarle County is home to Fan Mountain Observatory operated by the Astronomy Department of the University of Virginia. The southernmost edge of Albemarle County is less than ten miles from the James River State Park which is one of four Virginia State Parks designated as an International Dark Sky Park by the International Dark Sky Association; and

**WHEREAS,** peak spring bird migration falls during Dark Sky Week and 80% of migrating birds fly at night and need starlight to navigate; and

**WHEREAS,** the International Dark-Sky Association is the globally-recognized authority on light pollution, and has created International Dark Sky Week to raise awareness of light pollution, and provide free education, resources, and solutions to the public to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting.

**NOW, THEREFORE, BE IT PROCLAIMED** that we, the Albemarle County Board of Supervisors, do hereby recognize

**April 21-28, 2025**  
**as**  
**INTERNATIONAL DARK SKY WEEK**

and ask each resident to join us, not only in observing and pondering upon this important week, but also in raising awareness and support for protecting our precious dark skies resources.

Signed this 2<sup>nd</sup> day of April 2025.

**Proclamation Recognizing Financial Literacy Awareness Month**

**WHEREAS** financial literacy is essential to the economic health and well-being of individuals, families, and communities, empowering people to make informed decisions about budgeting, saving, investing, and managing debt; and

**WHEREAS** promoting financial literacy equips individuals with the knowledge and skills necessary to achieve financial security, build generational wealth, and prepare for unforeseen financial challenges; and

**WHEREAS** April is recognized nationwide as Financial Literacy Awareness Month, providing an opportunity to raise awareness, foster education, and encourage conversations about personal finance and economic empowerment; and

**WHEREAS** businesses, schools, community organizations, and government entities in Albemarle County are actively engaged in providing programs and initiatives that foster financial education for residents of all ages, helping to address issues of economic disparity, promote responsible financial decision-making, and enhance overall community stability; and

**WHEREAS** Albemarle County recognizes the importance of financial literacy in supporting local economic growth, homeownership, and small business success, ensuring that all residents have the tools to thrive financially and contribute to the well-being of the county.

**NOW, THEREFORE, BE IT PROCLAIMED** that we, the Albemarle County Board of Supervisors, do hereby proclaim April 2025 as Financial Literacy Awareness Month, and encourage all residents to engage in financial education opportunities, take steps toward improving their financial literacy, and support initiatives that promote financial empowerment in our community.

Signed this 2<sup>nd</sup> day of April, 2025.

**RESOLUTION TO APPROVE  
ADDITIONAL FY 2025 APPROPRIATIONS**

**BE IT RESOLVED** by the Albemarle County Board of Supervisors:

- 1) That the FY 25 Budget is amended to increase it by \$0;
- 2) That Appropriation #2025035 is approved;
- 3) That the appropriation referenced in Paragraph #2, above, is subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2025.

**RESOLUTION TO APPROVE THE FY 25 AGREEMENT BETWEEN THE  
COUNTY OF ALBEMARLE AND  
THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF HEALTH**

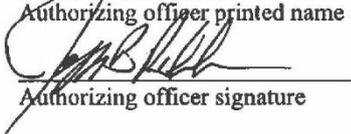
**WHEREAS**, the Board finds it is in the best interest of the County to enter into Agreement with the Commonwealth of Virginia Department of Health for the operation of the local Blue Ridge Health District Health Department.

**NOW, THEREFORE, BE IT RESOLVED** that, pursuant to Virginia Code § 32.1-31, the Board of Supervisors of Albemarle County, Virginia hereby approves the FY 25 Agreement between the County of Albemarle and the Commonwealth of Virginia Department of Health and authorizes the County Executive to execute the agreement on behalf of the County after it is approved as to form and substance by the County Attorney.

Electronic Signature Agreement Page

**STATEMENT OF AGREEMENT TO  
PROCESS NEEDED SIGNATURES OF  
THE VIRGINIA DEPARTMENT OF  
HEALTH (VDH) LOCAL  
GOVERNMENT AGREEMENT  
ELECTRONICALLY**

VDH and The Albemarle County Board of Supervisors agree to use electronic signatures, as authorized in Title 59.1, Chapter 42.1 Uniform Electronic Transactions Act of the Code of Virginia.

Jeffrey B. Richardson, County Executive  
Authorizing officer printed name and title  
  
Authorizing officer signature

Dr. Susan Fischer Davis  
Chief Deputy Commissioner, Community Health Services  
Virginia Department of Health

Dr. Susan Fischer Davis  
Authorizing signature

**AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HEALTH AND  
THE ALBEMARLE COUNTY BOARD OF SUPERVISORS FOR FUNDING AND  
SERVICES OF THE ALBEMARLE COUNTY HEALTH DEPARTMENT**

This agreement ("Agreement") for the services to be provided by the Albemarle County Health Department and the funding therefore is by and between the Virginia Department of Health ("VDH") and Albemarle County Board of Supervisors (collectively "the Parties").

The Agreement is created in satisfaction of the requirements of § 32.1-31 of the Code of Virginia (1950), as amended, in order to operate the Albemarle County Health Department under the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows.

§ 1. VDH, over the course of one fiscal year, will pay an amount not to exceed \$1,092,226.00, from the state general fund to support the cooperative budget in accordance with, and dependent upon, appropriations by the General Assembly, and in like time frame, the Board of Supervisors of Albemarle County will provide by appropriation and in equal quarterly payments a sum of \$893,639.00 local matching funds and \$16,031.00 one-hundred percent local funds for a total of \$909,670.00 local funds for this fiscal year.

*FUT*

In addition, the Board of Supervisors has approved the Albemarle County Health Department to carry forward \$0.00 in local matching funds for a total of \$893,639.00 matching funds and an additional \$57,496.68 in one-hundred percent local funds from the prior fiscal year closing locality balance.

These joint funds will be distributed in timely installments, as services are rendered in the operation of the Albemarle County Health Department, which shall perform public health services in Albemarle County as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on the third Monday of each fiscal quarter.

§ 2. The term of the agreement begins July 1, 2024. This Agreement will be automatically extended on a state fiscal year to year renewal basis under the existing terms and conditions of the Agreement unless timely written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective.

§ 3. The Commonwealth of Virginia ("Commonwealth") and VDH shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.

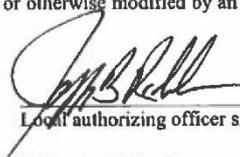
- A. The responsibility of the Commonwealth and VDH to provide liability insurance coverage shall be limited to and governed by the Commonwealth of Virginia Public Liability Risk Management Plan, established under § 2.2-1837 of the Code of Virginia (1950), as amended. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code of Virginia (1950), as amended, or under a policy procured by the locality.
- B. The Commonwealth and VDH will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and conditions of the Commonwealth of Virginia Public Liability Risk Management Plan.

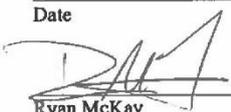
- C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia (1950), as amended, when performed by a state employee, are herewith expressly exempted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Commonwealth of Virginia Public Liability Risk Management Plan, the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia (1950), as amended, and the Commonwealth of Virginia Public Liability Risk Management Plan, the legal representation of said employee by the city or county attorney, and, the Board of Supervisors of Albemarle County hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.
- D. In no event shall the Commonwealth or VDH be responsible for providing legal defense or insurance coverage for local government employees.

§ 4. Title to equipment purchased with funds appropriated by the local government and transferred to the Commonwealth, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.

§ 5. This Agreement may only be amended or otherwise modified by an instrument in writing signed by the Parties.

Susan Fischer Davis  
 Susan Fischer Davis (Apr 27, 2025 18:51 EDT)  
 Dr. Susan Fischer Davis  
 Chief Deputy Commissioner  
 Community Health Services  
 Virginia Department of Health

  
 Local authorizing officer signature  
 Jeffrey B. Richardson  
 Authorizing officer printed name

Date  
  
 Ryan McKay  
 District Health Director  
 Blue Ridge Health District  
 4/18/25  
 Date

County Executive  
 Authorizing officer title  
 4/17/25  
 Date

Approved as to form by the Office of the Attorney General on July 23, 2018

Attachments: Local Government Agreement, Attachment A(1.)  
 Local Government Agreement, Attachment A(2.)

LGA-Revised February 2024

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS  
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT (32.1-11)

For Each Service Provided, Check Block for Highest Income Level Served			
COLLABORATIVE COMMUNITY HEALTH IMPROVEMENT PROCESS	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Assure that ongoing collaborative community health assessment and strategic health improvement planning processes are established. To include public health, health care systems and community partners. As provided for in §32.1-122.03 Code Link- <a href="#">32.1-122.03</a> ; State Health Plan Link <a href="#">Virginia Plan for Well-Being 2016-2020</a>			X
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Immunization of patients against certain diseases, including Childhood Immunizations As provided for in 32.1-46 Code Link- <a href="#">32.1-46</a>			X
Sexually transmitted disease screening, diagnosis, treatment, and surveillance 32.1-57, Districts may provide counseling Code Link- <a href="#">32.1-57</a>			X
Surveillance and investigation of disease 32.1-35 and 32.1-39 Code Links- <a href="#">32.1-35</a> , <a href="#">32.1-39</a> , <a href="#">32.1-43</a>			X
HIV/AIDS surveillance, investigation, and sero prevalence survey 32.1-36, 32.1-36.1, 32.1-39 Code Links- <a href="#">32.1-36</a> , <a href="#">32.1-36.1</a> , <a href="#">32.1-39</a>			X
Tuberculosis control screening, diagnosis, treatment, and surveillance 32.1-49, 32.1-50.1, and 32.1-54 Code Links- <a href="#">32.1-49</a> , <a href="#">32.1-50</a> , <a href="#">32.1-50.1</a>			X
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Clinic services including drugs and Contraceptive supplies Family Planning Population Research Act of 1970, Title X Code Link- <a href="#">32.1-77</a> , 42 U.S.C 300 et seq., and 42 CFR Part 59		X	
Pregnancy testing and counseling Family Planning Population Research Act of 1970, Title X Code Link- <a href="#">32.1-77</a> , 42 U.S.C. 300 et seq., and 42 CFR Part 59\		X	

Revised 07/2018

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LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS  
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT (32.1-11)

CHILD HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Children Specialty Services; diagnosis, treatment, follow-up, and parent teaching 32.1-77, 32.1-89 and 32.1-90 Code Links- <a href="#">32.1-77</a> , <a href="#">32.1-89</a> , <a href="#">32.1-90</a>			X
Screening for genetic traits and inborn errors of metabolism, and provision of dietary supplements Code Links- <a href="#">32.1-65</a> , <a href="#">32.1-67</a> , <a href="#">32.1-68</a>			X
Well child care up to age 18 Board of Health Code Link- <a href="#">32.1-77</a>	X		
WIC : Federal grant requirement Public Law 108-285 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C. § 1786; 7 C.F.R. Part 26		X	
EPSDT: DMAS MOA Social Security Act section 1905(r) (5) Code Link- <a href="#">32.1-11</a>			X
Blood lead level testing Code Link- <a href="#">32.1-46.1</a> , <a href="#">32.1-46.2</a>			X
Outreach, Patient and Community Health Education Code Link- <a href="#">32.1-11</a> , <a href="#">32.1-11.3</a> .			X
Community Education Code Link- <a href="#">32.1-11</a> , <a href="#">32.1-23</a>			X
Pre-school Physicals for school entry Code Link- <a href="#">22.1-270</a>			X
Services for Children with Special health care needs Title V, Social Security Act Code Link- <a href="#">32.1-77</a>			X
Child restraints in motor vehicles Code Link- <a href="#">46.2-1095</a> , <a href="#">46.2-1097</a>			X
Babycare, Child: DMAS MOA			X
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Prenatal and post partum care for low risk and intermediate risk women, Title V, Social Security Act Code Link- <a href="#">32.1-77</a>		X	
Babycare, Maternal: DMAS MOA		X	
WIC: Federal grant requirement Public Law 108-285 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C §1786 and 7CFR Part 26		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES  
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

<p>The following services performed in accordance with the provisions of the Code of Virginia, the regulation of the Board of Health and/or VDH agreements with other state or federal agencies and VDH policies. Data regarding the below services shall be entered in, or exported to, the statewide environmental health database for all available data fields. Local health department staff shall be responsible for responding to all complaints, constituent responses, media inquiries, and Freedom of Information Act request related to the following services.</p>	
<p><b>Investigation of communicable diseases:</b> Pursuant to §§ 32.1-35 and 32.1-39 of the Code of Virginia, the local health director and local staff are responsible for investigating any outbreak or unusual occurrence of a preventable disease that the Board of Health requires to be reported. Code Links- <a href="#">32.1-35</a>, <a href="#">32.1-39</a></p>	X
<p><b>Marinas:</b> Pursuant to § 32.1-246 of the Code of Virginia, local health department staff are responsible for permitting marinas and other places where boats are moored and is responsible for inspecting them to ensure that their sanitary fixtures and sewage disposal facilities are in compliance with the Marina Regulations (12VAC5-570-10 et seq.) Code Link- <a href="#">32.1-246</a></p>	X
<p><b>Migrant labor camps:</b> Pursuant to §§ 32.1-203-32.1-211 of the Code of Virginia, local health departments are responsible for issuing, denying, suspending and revoking permits to operate migrant labor camps. Local health departments also must inspect migrant labor camps and ensure that the construction, operation and maintenance of such camps are in compliance with the Rules and Regulations Governing Migrant Labor Camps (12VAC5-501-10 et seq.). Code Links- <a href="#">32.1 Chapter 6 Article 6</a></p>	X
<p><b>Milk:</b> Pursuant to §§ 3.2-5206, 3.2-5208 of the Code of Virginia and the agency's MOA with VDACS, the local health department is responsible for issuing, denying, suspending and revoking permits for Grade "A" milk processing plants which offer milk and or milk products for sale in Virginia. Local health departments are also responsible for the inspection of Grade "A" milk plants for compliance with the Regulations Governing Grade "A" Milk (2VAC5-490-10). Code Links- <a href="#">3.2-5206</a>, <a href="#">3.2-5208</a></p>	X
<p><b>Alternative discharging sewage systems:</b> Pursuant to § 32.1-164(A) of the Code of Virginia, local health departments are responsible for issuing, denying and revoking construction and operation permits for alternative discharging systems serving individual family dwellings with flows less than or equal to 1,000 gallons per day on a monthly average. Local health departments are also required to conduct regular inspections of alternative discharging systems in order to ensure that their construction and operation are in compliance with the Alternative Discharging Sewage Treatment Regulations for Individual Family Dwellings (12VAC5-640-10 et seq.). Code Link- <a href="#">32.1-164</a></p>	X
<p><b>Onsite sewage systems:</b> Pursuant to § 32.1-163 et seq. of the Code of Virginia, local health department staff is responsible for reviewing and processing site evaluations and designs of onsite sewage systems in accordance with applicable state regulations and may perform such evaluations and designs as allowed. Local health department staff is also responsible for issuing, denying and revoking construction and operation permits for conventional and alternative onsite sewage systems. Local health department staff are responsible for assuring that onsite sewage systems are inspected at time of construction for compliance with the Sewage Handling and Disposal Regulations (12VAC5-610-20 et seq.; "SHDR") and the Alternative Onsite Sewage System Regulations (12VAC5-613-10 et seq.; "AOSS Regulations"); local health department staff may perform such inspections as required. Local health department staff is also responsible for assuring the performance, operation, and maintenance of onsite sewage systems are in compliance with the SHDR and AOSS Regulations. Code Link- <a href="#">32.1-163</a></p>	X
<p><b>Rabies:</b> Pursuant to § 3.2-6500 et seq. of the Code of Virginia, the local health department is responsible for investigating complaints and reports of suspected rabid animals exposing a person, companion animal, or livestock to rabies. Code Link- <a href="#">3.2-6500</a></p>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

<p><b>Restaurants/eating establishments:</b> Pursuant to § 35.1-14 of the Code of Virginia, local health departments are responsible for issuing, denying, renewing, revoking and suspending permits to operate food establishments. In addition, local health departments are required to conduct at least one annual inspection of each food establishment to ensure compliance with the requirements of the Food Regulations (12VAC5-421-10 et seq.). These regulations include requirements and standards for the safe preparation, handling, protection, and preservation of food; the sanitary maintenance and use of equipment and physical facilities; the safe and sanitary supply of water and disposal of waste and employee hygiene standards. <u>Code Link- 35.1-14</u></p>	X
<p><b>Hotels/Motels:</b> In accordance with § 35.1-13 of the Code of Virginia, local health department staff is responsible for issuing, denying, revoking and suspending permits to operate hotels. The local health department is responsible for conducting inspections of hotels to ensure compliance with the Hotel Regulations (12VAC5-431-10 et seq.). These regulations include requirements and standards for physical plant sanitation; safe and sanitary housekeeping and maintenance practices; safe and sanitary water supply and sewage disposal and vector and pest control. <u>Code Link-35.1-13</u></p>	X
<p><b>Wells:</b> Pursuant to § 32.1-176.4, and the resulting authority provided by the Board, local health departments are responsible for issuing, denying and revoking construction permits and inspection statements for private wells. Local health departments are also responsible for inspecting private wells to ensure that their construction and location are in compliance with the Private Well Regulations. (12VAC5-630-10 et seq.) <u>Code Link-32.1-176.4</u></p>	X
<p><b>Homes for adults:</b> The local health department, at the request of the Department of Social Services (DSS), will inspect DSS-permitted homes for adults to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	X
<p><b>Juvenile Justice Institutions:</b> Pursuant to § 35.1-23 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of juvenile justice institutions in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. <u>Code Link-35.1-23</u></p>	X
<p><b>Jail Inspections:</b> Pursuant to § 53.1-68 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of correction facilities in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. <u>Code Link-53.1-68</u></p>	X
<p><b>Daycare centers:</b> At the request of DSS will inspect DSS-permitted daycare centers to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	X
<p><b>Radon</b> Pursuant to § 32.1-229, local health department may assist VDH Central Office with Radon testing and analysis. <u>Code Link-32.1-229.</u></p>	X
<p><b>Summer camps/ Campgrounds:</b> Pursuant to §§ 35.1-16 and 35.1-17 of the Code of Virginia and the corresponding regulations, local health departments are responsible for issuing, denying, and revoking permits to operate summer camps and campgrounds. The local health department is responsible for conducting inspections of summer camps and campgrounds not less than annually to ensure that their construction, operation and maintenance are in compliance with the Regulations for Summer Camps (12VAC5-440-10 et seq.) and the Rules and Regulations Governing Campgrounds (12VAC5-450-10 et seq.). <u>Code Links-35.1-16, 35.1-17</u></p>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

OTHER PUBLIC HEALTH SERVICES  
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulations of the Board of Health and/or the policies and procedures of the State Department of Health	
Pre-Admission Screenings (PAS) DMAS MOA Code Link- <a href="#">32.1-330</a>	X
Comprehensive Services Act Community Policy and Management Teams (CPMT) 2.2-6201-2.2-6211 Code Link- <a href="#">2.2-5201</a> , <a href="#">2.2-5211</a>	X
Interagency Coordinating Council (Infants/Toddlers) Early Intervention Services Code Link- <a href="#">2.2-5305</a> , <a href="#">2.2-5306</a>	X
Vital Records Code Link- <a href="#">32.1-254</a> , <a href="#">32.1-255</a> , <a href="#">32.1-272</a>	X
Immunizations for maternity and post-partum patients Code Link- <a href="#">32.1-11</a> , <a href="#">32.1-325</a> , <a href="#">54.1-3408</a> .	X
AIDS Drug Assistance Program (ADAP) Code Link- <a href="#">32.1-11</a> .	X
Emergency Preparedness and Response Code Link- <a href="#">32.1-42</a> , <a href="#">32.1-43</a> et seq., <a href="#">32.1-229</a> .	X
HIV Counseling, Testing and Referral Code Link- <a href="#">32.1-37.2</a>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
	Income A only	Defined by Federal Regulations	All
<b>COMMUNICABLE DISEASE SERVICES</b>			
Foreign Travel Immunizations			
Other:			
<b>CHILD HEALTH SERVICES</b>			
Disabled disability Waiver Screenings DMAS MOA Code Link-32.1-330Other:			
Other			
<b>MATERNAL HEALTH SERVICES</b>	Income A only	Defined by Federal Regulations	All
Other:			
<b>FAMILY PLANNING SERVICES</b>	Income A only	Defined by Federal Regulations	All
Nutrition Education			
Preventive Health Services			
Pre-Conception Health Care			
Other:			
<b>MEDICAL SERVICES - Please identify services</b>	Income A only	Defined by Federal Regulations	All
Community Education			
Other			

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served

SPECIALTY CLINIC SERVICES - Please Identify services	Income A only	Defined by Federal Regulations	All
DENTAL HEALTH SERVICES - Please Identify services	Income A only	Defined by Federal Regulations	All

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

PUBLIC HEALTH ENVIRONMENTAL SERVICES PROVIDED  
UNDER LOCAL ORDINANCE OR CONTRACT

Neither the <i>Code of Virginia</i> nor Regulations of the Board of Health requires the following services to be provided by the local health department	Place an X in this column if service is provided for locality	Local ordinance code cite	Provide a brief description of local ordinance requirements
Water supply sanitation- Inspection of Water Supplies. Code Link- <u>15.2-2144</u> on local regulation			
Other Environmental – identify services below			
Smoking Ordinances	X	Albemarle Code §7-307 Charlottesville Code § 24.1-11	Enforcement
Water Supplies and Sewer System	X	Albemarle County Code, Chapter 18, Section 4.1	Enforcement- Establishes minimum area requirements for original and replacement subsurface drain fields that are more restrictive than state regulations require
Location of Onsite Sewage	X	Albemarle County Code, Chapter 18, Section 4.2.4	Enforcement – In support of Section 4.2(Critical Slopes), intent is to discourage onsite sewage systems on slopes of twenty (20) percent or greater
Types of structures, improvements and activities which may be allowed in a stream buffer by program authority	X	Albemarle County Code, Chapter 17, Section 600	Enforcement – In support of Chapter 17 (Stream Buffers), intent is to provide stream buffers in the development area, water supply protection area and rural area which require sewage disposal systems to be located a minimum of 100 horizontal feet from a perennial or intermittent stream and 200 horizontal feet from the flood plain of any public water supply impoundment. The applicable state regulations require a minimum of 50 horizontal feet.



**ATTACHMENT 6**

**RESOLUTION TO CONSIDER PROPOSED CHANGE OF BRANCLANDS  
PRECINCT POLLING PLACE**

**WHEREAS**, under *County Code* § 2-101(E), the Branchlands Precinct currently has its polling place at Hillsdale Conference Center, located at 550 Hillsdale Drive;

**WHEREAS**, the owners of the Hillsdale Conference Center have notified the Albemarle County Electoral Board that the Center may no longer be used as a polling place;

**WHEREAS**, the Electoral Board has indicated that the Harvest Church of God, located at 1025 Rio Road, meets all legal requirements, and has recommended its use as the Branchlands Precinct polling place; and

**WHEREAS**, the Board of Supervisors finds it is in the best interest of the County to consider re-locating the Branchlands Precinct polling place to the Harvest Church of God, at 1025 Rio Road;

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby:

- (i) authorizes a public hearing to be advertised and held on a proposed ordinance amendment to re-locate the Branchlands Precinct polling place to the Harvest Church of God, at 1025 Rio Road;
- (ii) directs staff to publish on the County's official website the proposed polling place change and general notice of opportunity for public comment on the proposed change, and to also publicize the notice through press releases and such other media as will best serve the purpose and subject involved, all pursuant to *Virginia Code* § 24.2-129(B); and
- (iii) further directs staff to submit the proposed polling place to the Office of the Virginia Attorney General for issuance of a certification of no objection, pursuant to *Virginia Code* § 24.2-129(D).

**RESOLUTION APPROVING A LEASE TO THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA OF SPACE AT THE YANCEY COMMUNITY CENTER**

**WHEREAS**, the Board finds it is in the best interest of the County to lease a portion of the space at the former Yancey Elementary School, located at 7625 Porters Road, Esmont (TMP 128A2-00-00-01800) to the Rector and Visitors of the University of Virginia (University of Virginia) for the WellAware program;

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute a lease to the Rector and Visitors of the University of Virginia of space at the Yancey Community Center, once approved by the County Attorney as to form and substance.

L-1167  
County of Albemarle  
Well Aware  
BF Yancey Community Center

LEASE

THIS LEASE, dated this 1st day of January 2025, is by and between the COUNTY OF ALBEMARLE, VIRGINIA (the "County" or "Owner"), and the RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA ("UVA" or the "Occupant")

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the covenants herein set forth, the County hereby authorizes UVA to occupy the premises shown as "Leased Space" on Exhibit A attached hereto and made a part hereof, together with any and all improvements thereon (the "Premises"). Except as otherwise provided herein, UVA will have exclusive use of Room 19 and shared use of the common areas. Upon mutual written agreement of the parties, this Lease may be amended to add additional square footage to the Premises.

ARTICLE II. TITLE: QUIET ENJOYMENT

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

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease will commence on January 1, 2025 (the "Date of Commencement") and will expire on December 31, 2025. All references to the "term" of this Lease will, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. This Lease will automatically renew for additional 12-month terms unless written notice is given by either the County or the UVA no later than 60 days prior to the expiration of any term.

ARTICLE IV. RENT

Though the County reserves the right to collect unpaid charges and expenses incurred under this Lease, no rent (other than for utilities and services as provided in Article V) will be charged for UVA's occupancy of the Premises.

ARTICLE V. UTILITIES AND SERVICES

The County will provide water, sewer, electricity, and heating and cooling services at no expense to UVA. The County will further provide custodial services (to common areas only) and arrange for the regular collection of a shared dumpster at no expense to UVA. UVA will exercise

reasonable and responsible care to conserve these services. Rent may be charged or adjusted to reflect any change in the cost to the County of providing the above services. The County will provide UVA with prompt notice of any such change and will provide evidence of its actual costs. UVA will provide telephone, custodial (including clean-up of shared space(s) when used), and all other services to the Premises.

#### ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. UVA may use the Premises only for/as the office(s) of its Well Aware Program. No other use of the Premises is permitted without the prior written consent of the County.

Section 6.2. Parking. UVA will have shared use of parking spaces in the parking lot and an access easement to the Premises. The County reserves the nonexclusive right to use the parking lot.

#### ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

Section 7.1. Installation by UVA.

(a) UVA may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements that do not damage or alter the Premises, provided that UVA has first obtained both (a) the County's written consent and (b) all required governmental permits for such alterations, additions or improvements. All such alterations, additions or improvements will be at the sole expense of UVA

Section 7.2. Signs. UVA may place signs on the interior or exterior of the Premises with the prior written approval of the County.

#### ARTICLE VIII. MAINTENANCE OF THE PREMISES

Section 8.1. Maintenance. UVA will keep the Premises clean, neat, orderly, presentable, and in good repair at all times. The County will deliver the Premises to UVA at the beginning of the term in its present condition. The County will be responsible for all repairs and maintenance for the Premises, except as provided below, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, including, but not limited to, plumbing, heating, electrical, plate glass and windows. UVA will be responsible for routine repairs and maintenance (excluding repairs and maintenance of the building and structural components identified above), except that UVA's obligation for such routine repairs and maintenance will not exceed \$2,500 in any one year of the initial or subsequent term(s). Notwithstanding the foregoing, UVA will be responsible for all maintenance and repairs necessitated by the negligence of UVA, its employees and invitees.

Section 8.2. Right of Entry. The County reserves the right for itself, its agents and employees to enter upon the Premises at any reasonable time to make repairs, alterations or

improvements; provided, however, that such repairs, alterations, or improvements do not unreasonably interfere with UVA's operations. Such right to enter will also include the right to enter upon the Premises for the purposes of inspection.

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

#### ARTICLE IX. INSURANCE

The University of Virginia will be responsible for any act or omission of its employees or agents in connection with this Agreement for which it may be held liable under applicable law. UVA participates in the Commonwealth of Virginia's self-insured program, as provided in the Code of Virginia, which provides general liability coverage to its institutions, employees and agents for acts or omissions arising out of and in the course of their employment and authorization. Both parties retain their full rights and defenses under applicable state and federal laws. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the County of Albemarle, University of Virginia, or the Commonwealth of Virginia.

#### ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH GOVERNMENTAL REGULATIONS

Section 10.1. Waste or Nuisance. UVA must not commit or allow to be committed any waste or any nuisance upon the Premises.

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

#### ARTICLE XI. FIRE OR OTHER CASUALTY

If the Premises are damaged so as to render two-thirds (2/3) or more of the Premises untenantable by fire or other casualty insured against under the insurance required to be carried by the County pursuant to Section 9.2, the County may elect either to terminate this Lease as of the date of damage or to repair the Premises. Unless the County elects to terminate this Lease, such damage or destruction will in no way annul or void this Lease. Notwithstanding the foregoing, if any damage or destruction from any cause whatsoever has not been repaired and such repairs have not commenced within one hundred eighty (180) days of the date thereof, UVA may, as its exclusive remedy, terminate this Lease upon thirty (30) days written notice to the County.

ARTICLE XII. CONDEMNATION

If the whole or any part of the Premises is taken under the power of eminent domain, then this Lease will terminate as to the part so taken on the day when UVA is required to yield possession thereof, and the County will make such repairs and alterations as may be necessary to restore the part not taken to useful condition. If the amount of the Premises so taken substantially impairs the usefulness of the Premises, then either party may terminate this Lease as of the date when UVA is required to yield possession.

ARTICLE XIII. DEFAULT

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

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

Section 13.2. Remedies. In the event of any default or breach hereof by UVA, the County may (in addition to all other rights and remedies provided by law) terminate this Lease or re-enter and take possession of the Premises, peaceably or by force, and remove any property therein without liability for damage to and without obligation to store such property, but may store the same at UVA's expense, and collect from UVA any amounts then due and which would accrue for the unexpired portion of the term hereof, together with reasonable attorney's fees. In addition, in the event of a failure to pay any amount due within five (5) days of its due date, UVA must pay to the County the greater of Twenty-Five Dollars (\$25.00) or one half (1/2) of one percent (1%) of such sum for each day after the fifth day such amount is late.

ARTICLE XIV. HOLDING OVER, ASSIGNS, SUCCESSORS

Section 14.1. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the County, will be construed to be a tenancy from month-to-month at the same rent herein specified (prorated on a monthly basis) and will otherwise be on the terms and conditions herein specified as far as applicable.

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

Section 14.3. Successors. All rights and liabilities herein given to, or imposed upon the respective parties hereto, will extend to and bind the heirs, executors, administrators, successors and permitted assigns of the parties. All covenants, representations and agreements of the County

will be deemed the covenants, representations and agreements of the fee owner of the Premises. The County will be automatically released of any liability under this Lease from and after the date of any sale by the County of the Premises. All covenants, representations and agreements of UVA will be deemed the covenants, representations, and agreements of the occupant or occupants of the Premises.

ARTICLE XV. BROKER'S FEES

UVA and the County hereby warrant that there are no brokerage commissions due in connection with this Lease.

ARTICLE XVI. NO ASSIGNMENT

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

ARTICLE XVII. SUBORDINATION OF AGREEMENT

This Lease and all rights of UVA hereunder are and will be subject and subordinate in all respects to (1) any mortgages, deeds of trust and building loan agreements affecting the Premises, including any and all renewals, replacements, modifications, substitutions, supplements and extensions thereof, and (2) each advance made or to be made thereunder. In confirmation of such subordination, upon the County's request, UVA will promptly execute and deliver an instrument in recordable form satisfactory to the County evidencing such subordination. If UVA fails to execute, acknowledge or deliver any such instrument within ten (10) days after request therefor, UVA hereby irrevocably constitutes and appoints the County as UVA's attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver any such instruments on behalf of UVA. If any such mortgagee or lender requests reasonable modifications to this Lease as a condition of such financing, UVA may not withhold or delay its consent thereto.

ARTICLE XVIII. MISCELLANEOUS

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

the party to be charged thereby.

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

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

- (a) if to the County, at  
County of Albemarle  
County Executive's Office  
401 McIntire Road  
Charlottesville, Virginia 22902  
or at such other address as the County may designate by written notice;
- (b) if to UVA, at  
UVA - Well Aware Program  
P.O. Box 400884  
Charlottesville, Virginia 22902  
or at such other address as UVA may designate by written notice.

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

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

Section 18.6. Governing Law. This Lease will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 18.7. Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

L-1167  
County of Albemarle  
Well Aware  
BF Yancey Community Center

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

**OCCUPANT**

**RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA**

By: \_\_\_\_\_  
Olga N. Weider, Associate Vice President for Finance

**COUNTY**

This Lease is executed on behalf of the County of Albemarle by Jeffrey B. Richardson, County Executive, pursuant to a Resolution of the Albemarle County Board of Supervisors.

**COUNTY OF ALBEMARLE, VIRGINIA**

By: \_\_\_\_\_  
Jeffrey B. Richardson, County Executive

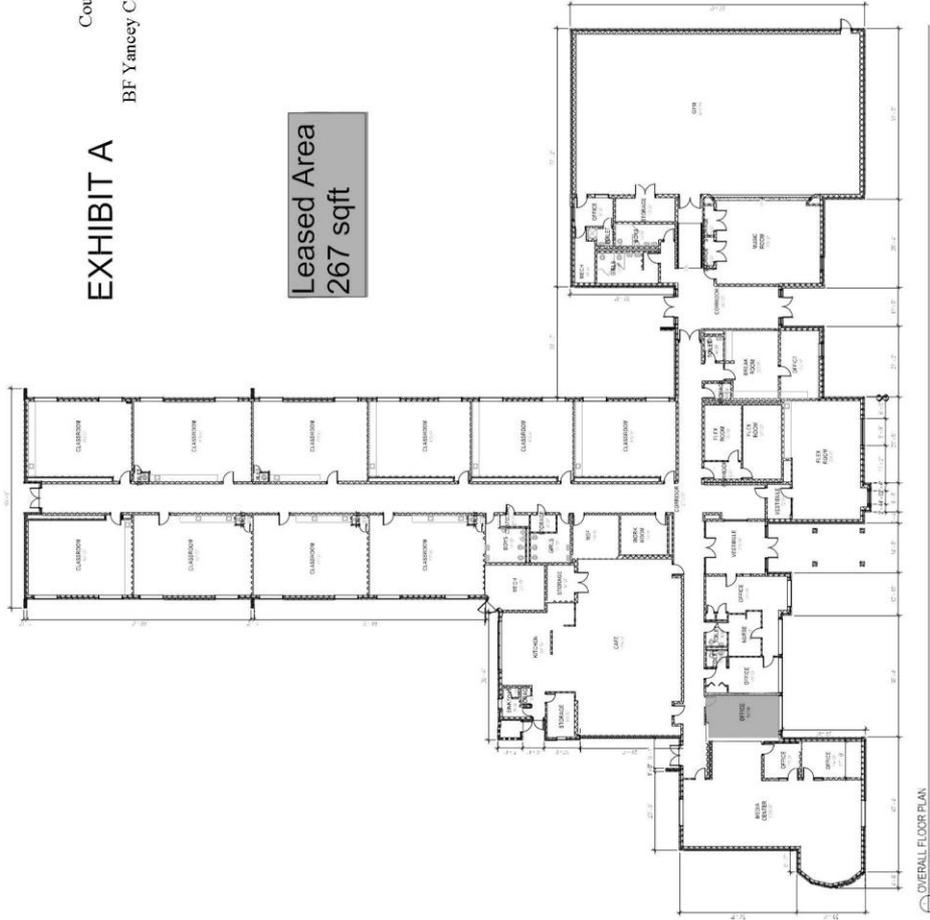
Approved as to form:

\_\_\_\_\_  
Albemarle County Attorney

L-11167  
County of Albemarle  
Well Aware  
BF Yancey Community Center

# EXHIBIT A

Leased Area  
267 sqft



**RESOLUTION TO APPROVE SE2024-000038  
OAKLEIGH VARIATIONS**

**WHEREAS**, upon consideration of the staff reports prepared for SE2024-000038 Oakleigh Variations and the attachments thereto, including staff's supporting analysis, any comments received, and all relevant factors in Albemarle County Code §§ 18-8.5.5.3(c) and 18-33.9(A), the Albemarle County Board of Supervisors hereby finds that the proposed variations:

- (i) are consistent with the goals and objectives of the comprehensive plan;
- (ii) would not increase the overall approved development density or intensity of development;
- (iii) would not have any impact on the timing or phasing of other development in the zoning district;
- (iv) would not require a special use permit; and
- (v) are in general accord with the purpose and intent of the approved application plan and code of development;

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby grants the variations proposed in SE2024-000038 Oakleigh Variations to the approved code of development and application plan on Parcels 04500-00-00-026A3, 04500-00-00-026A4, 04500-00-00-026A5, 04500-00-00-026A8, and 04500-00-00-026B.

## ORDINANCE NO. 25-E(1)

**AN EMERGENCY ORDINANCE CHANGING THE POLLING PLACE FOR THE BRANCLANDS PRECINCT OF THE RIO MAGISTERIAL DISTRICT**

**WHEREAS**, *Virginia Code* § 24.2-307 requires that each polling place be established by ordinance;

**WHEREAS**, *Albemarle County Code* § 2-101(E) establishes the Hillsdale Conference Center, 550 Hillsdale Drive, as the polling place for the Branchlands Precinct of the Rio Magisterial District;

**WHEREAS**, the Hillsdale Conference Center has recently declined further service as a polling place;

**WHEREAS**, the Harvest Church of God, 1025 Rio Road East has very recently agreed to make its buildings available as a polling place;

**WHEREAS**, after a polling place is changed by an ordinance adopted by the Board of Supervisors, the County is required to meet additional requirements of *Virginia Code* § 24.2-129 before changing a polling place;

**WHEREAS**, under normal circumstances, such a change would be submitted at least 90 days prior to an election to allow the Virginia Attorney General to review the request and to allow the Albemarle County General Registrar sufficient time to notify voters of the polling place change;

**WHEREAS**, primary elections will be held on June 17, 2025 and there is inadequate time to provide the notice required by *Virginia Code* § 15.2-1427 before adopting an ordinance changing the polling place, obtaining expedited Attorney General review, and notifying voters of the polling place change; and

**WHEREAS**, the Board of Supervisors finds that an emergency exists requiring the adoption of this Ordinance without prior public notice pursuant to *Virginia Code* § 15.2-1427.

**NOW, THEREFORE, BE IT HEREBY ORDAINED THAT:****Section 1. Amendment of *Albemarle County Code* § 2-101(E).**

*Albemarle County Code* § 2-101(E) is hereby amended to read: "Branchlands Precinct is comprised of census blocks 510030106031000 through 510030106031004, and 510030106032000 through 510030106032013, and has its polling place at Harvest Church of God, 1025 Rio Road East."

**Section 2. Change of polling place for the Branchlands Precinct.**

The polling place for the Branchlands Precinct of the Rio Magisterial District is changed from the Hillsdale Conference Center, 550 Hillsdale Drive to the Harvest Church of God, 1025 Rio Road East.

**Section 3. Immediate effect; emergency.**

This Ordinance shall take effect immediately, being adopted under emergency procedures pursuant to *Virginia Code* § 15.2-1427, except that Section 2 above will be given effect after completion of the procedures set forth in *Virginia Code* § 24.2-129. This Ordinance shall remain in effect not longer than 60 days unless readopted in conformity with the applicable provisions of the *Virginia Code*.

**ORDINANCE NO. 25-3(2)**

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:**

Sec. 3-209	Buck Mountain Agricultural and Forestal District
Sec. 3-210	Buck's Elbow Agricultural and Forestal District
Sec. 3-214	Fox Mountain Agricultural and Forestal District
Sec. 3-223	Keswick Agricultural and Forestal District
Sec. 3-224	Kinloch Agricultural and Forestal District
Sec. 3-226	Moorman's River Agricultural and Forestal District
Sec. 3-231	Sugar Hollow Agricultural and Forestal District

**CHAPTER 3. AGRICULTURAL AND FORESTAL DISTRICTS****ARTICLE II. DISTRICTS OF STATEWIDE SIGNIFICANCE****DIVISION 2. DISTRICTS****Sec. 3-209 Buck Mountain Agricultural and Forestal District.**

The district known as the "Buck Mountain Agricultural and Forestal District" was created and continues as follows:

- A. *Date created.* The district was created on January 4, 1989.
- B. *Lands within the district.* The district is composed of the following described lands, identified by parcel identification number:
1. Tax map 8: parcels 16A, 16C, 17E, 17F, 37, 44R.
  2. Tax map 17: parcels 26C1, 26C2, 26C3.
- C. *Review.* The district is reviewed once every ten years and will next be reviewed prior to April 2, 2035.

(4-12-95; Code 1988, § 2.1-4(o); § 3-209, Ord. 98-A(1), 8-5-98; [Ord. 99-3\(1\)](#), 1-13-99; [Ord. 99-3\(5\)](#), 10-6-99; [Ord. 09-3\(2\)](#), 9-2-09; Ord. 09-3(4), 12-2-09; [Ord. 18-3\(1\)](#), 11-7-18; [Ord. 19-3\(3\)](#), 12-18-19; Ord. 25-3(2), 4-2-25)

**Sec. 3-210 Buck's Elbow Mountain Agricultural and Forestal District.**

The district known as the "Buck's Elbow Mountain Agricultural and Forestal District" was created and continues as follows:

- A. *Date created.* The district was created on December 2, 2009.
- B. *Lands within the district.* The district is composed of the following described lands, identified by parcel identification number:
1. Tax map 25: parcel 1.
  2. Tax map 38: parcels 4, 7, 8, 10.
  3. Tax map 39: parcels 1, 8, 10A.
- C. *Review.* The district is reviewed once every ten years and will next be reviewed prior to April 2, 2035.

(§ 3-209.5, Ord. 09-3(4), 12-2-09; [Ord. 10-3\(3\)](#), 12-1-10; [Ord. 11-3\(2\)](#), 7-6-11; Ord. 11-3(4), 12-7-11; § 3-210, [Ord. 18-3\(1\)](#), 11-7-18; [Ord. 19-3\(3\)](#), 12-18-19; Ord. 25-3(2), 4-2-25)

**Sec. 3-214 Fox Mountain Agricultural and Forestal District.**

The district known as the "Fox Mountain Agricultural and Forestal District" was created and continues as follows:

A. *Date created.* The district was created on December 2, 2009.

B. *Lands within the district.* The district is composed of the following described lands, identified by parcel identification number:

1. Tax map 14: parcels 26B, 26C.

2. Tax map 15: parcel-10A.

C. *Review.* The district is reviewed once every ten years and will next be reviewed prior to April 2, 2035.

(§ 3-212.5, Ord. 09-3(4), 12-2-09; Ord. 10-3(2), 7-7-10; [Ord. 10-3\(3\)](#), 12-1-10; § 3-214, [Ord. 18-3\(1\)](#), 11-7-18; [Ord. 19-3\(3\)](#), 12-18-19; Ord. 25-3(2), 4-2-25)

### **Sec. 3-223 Keswick Agricultural and Forestal District.**

The district known as the "Keswick Agricultural and Forestal District" was created and continues as follows:

A. *Date created.* The district was created on September 3, 1986.

B. *Lands within the district.* The district is composed of the following described lands, identified by parcel identification number:

1. Tax map 48: parcels 30, 30A, 30B, 30C, 30D, 30E, 45, 46.

2. Tax map 63: parcels 39, 39A (part), 40, 42A.

3. Tax map 64: parcels 5, 7, 7A, 8A, 10, 10A, 10B, 10C, 10D, 11, 12, 13, 13A, 14.

4. Tax map 65: parcels 13, 14A, 31C1, 31C3, 31D, 32.

5. Tax map 79: parcel 46.

6. Tax map 80: parcels 1, 2A, 2C, 2E, 3A, 3A1, 3G, 3H, 4, 114A, 164, 169, 169A, 169C, 169C1, 174, 176A, 182, 183A, 190, 194.

7. Tax map 81: parcels 1, 8A, 11H, 15A6, 15B, 63, 69, 74, 79.

C. *Review.* The district is reviewed once every five years and will next be reviewed prior to April 2, 2030.

(10-12-94; 4-12-95; 8-13-97; Code 1988, § 2.1-4(e); § 3-219, 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; [Ord. 12-3\(1\)](#), 7-11-12; [Ord. 13-3\(1\)](#), 12-4-13; [Ord. 14-3\(2\)](#), 11-12-14; [Ord. 15-3\(1\)](#), 12-2-15; § 3-223, [Ord. 18-3\(1\)](#), 11-7-18; Ord. 25-3(2), 4-2-25)

### **Sec. 3-224 Kinloch Agricultural and Forestal District.**

The district known as the "Kinloch Agricultural and Forestal District" was created and continues as follows:

A. *Date created.* The district was created on September 3, 1986.

B. *Lands within the district.* The district is composed of the following described lands, identified by parcel identification number:

1. Tax map 49: parcel 6A1.

2. Tax map 50: parcels 13.

3. Tax map 65: parcels 7, 7A, 8, 86B, 89, 90, 91, 91A, 92, 93A, 93A1, 94B, 94C, 100, 121.

4. Tax map 66: parcels 2, 3C, 3G, 32, 32D, 32E, 34 (Albemarle County portion only), 34B.

C. *Review.* The district is reviewed once every five years and will next be reviewed prior to April 2, 2030.

(11-17-93; 10-12-94; Code 1988, § 2.1-4(f); § 3-220, Ord. 98-A(1), 8-5-98; [Ord. 00-3\(3\)](#), 9-13-00; [Ord. 04-3\(3\)](#), 11-3-04; Ord. 09-3(5), 12-9-09; Ord. 10-3(2), 7-7-10; [Ord. 14-3\(2\)](#), 11-12-14; § 3-224, [Ord. 18-3\(1\)](#), 11-7-18; Ord. 25-3(2), 4-2-25)

**Sec. 3-226 Moorman's River Agricultural and Forestal District.**

The district known as the "Moorman's River Agricultural and Forestal District" was created and continues as follows:

A. *Date created.* The district was created on December 17, 1986.

B. *Lands within the district.* The district is composed of the following described lands, identified by parcel identification number:

1. Tax map 27: parcels 32, 34, 34A, 40, 40A, 40A1, 42A.
2. Tax map 28: parcels 2, 2A, 3, 4, 5, 6A, 6B, 7A, 7A1, 7B, 8, 12, 12A, 13, 13A, 17C, 18, 30, 30A, 31, 32B, 33, 34B, 35, 35B, 37A, 37B, 37C, 38.
3. Tax map 29: parcels 4E, 8, 8B, 8E, 8H1, 8J, 9, 10, 15C, 45, 45H1, 45H2, 49C, 50, 54A, 61, 62, 63, 63A, 63D (part), 67C, 70A1 (part), 70C, 70F, 70H1, 71, 71A, 74A, 76, 78, 78A1, 79C, 79E, 79F, 85.
4. Tax map 30: parcels 10, 10A, 10C, 12, 12C, 23.
5. Tax map 41: parcels 9E, 15, 15A, 17C, 18, 19, 41C, 41H, 44, 50, ~~50C~~, 65A1 (part), 67B, 70, 72B, 72C, 89.
6. Tax map 42: parcels 5, 6, 6B, 7, 8, 8B, 8C, 10, 10A, 37F, 37J, 38, 40, 40C, 40D, 40D1, 40G, 40H2, 41B, 42B, 42B1, 43, 43A, 44.
7. Tax map 43: parcels 1, 1F, 2A1, 2B, 3A, 4D, 5, 5A, 10, 16B2, 16B3, 18G, 18J, 19I, 19N, 19P (part), 20A, 20B, 20C, 21, 21A, 24A, 24B, 24C, 25A, 30, 30A, 30B, 30B1, 30B2, 30B3, 30B4, 30G, 30H, 30M, 33, 33E, 34D1, 43, 44.
8. Tax map 44: parcels 1, 2, 24, 26, 26A, 26C, 27B, 27C, 28, 29, 29A30, 30A, 30B1, 30B2, 31, 31A, 31A1, 31D, 31F, 31G.
9. Tax map 57: parcel 69.
10. Tax map 59: parcels 32, 34, 35, 82A.
11. Tax map 60: parcels 2A1, 2A2.
12. Tax map 60E3: parcel 1.

C. *Review.* The district is reviewed once every five years and will next be reviewed prior to April 2, 2030.

(4-14-93; 12-21-94; 4-12-95; 8-9-95; Code 1988, § 2.1-4(g); § 3-222, Ord. 98-A(1), 8-5-98; [Ord. 99-3\(4\)](#), 5-12-99; [Ord. 00-3\(1\)](#), 4-19-00; [Ord. 04-3\(4\)](#), 12-1-04; [Ord. 05-3\(2\)](#), 7-6-05; [Ord. 08-3\(2\)](#), 8-6-08; Ord. 09-3(4), 12-2-09; Ord. 10-3(2), 7-7-10; [Ord. 14-3\(2\)](#), 11-12-14; [Ord. 15-3\(1\)](#), 12-2-15; § 3-226, [Ord. 18-3\(1\)](#), 11-7-18; [Ord. 19-3\(2\)](#), 9-18-19; Ord. [Ord. 21-3\(2\)](#), 9-1-21; Ord. 25-3(2), 4-2-25)

**Sec. 3-231 Sugar Hollow Agricultural and Forestal District.**

The district known as the "Sugar Hollow Agricultural and Forestal District" was created and continues as follows:

A. *Date created.* The district was created on September 6, 1989.

B. *Lands within the district.* The district is composed of the following described lands, identified by parcel identification number:

1. Tax map 25: parcels 11C, 12, 13, 14, 14A, 14B, 14C, 18, 18A, 18B, 21, 21A, 25, 26, 27, 28.
2. Tax map 26: parcels 5A, 10, 10B, 10D, 10F, 10G, 11C, 11D, 12A, 13, 14F, 19, 40B, 40C, 41A, 52, 52D.
3. Tax map 27: parcels 8, 8E6 (part), 26A, 26B.

4. Tax map 39: parcels 2, 2A, 3, 4, 14, 15, 25.

5. Tax map 40: parcels 1, 9, 9C, 10, 22, 22A, 27A, 49.

C. Review. The district is reviewed once every five years and will next be reviewed prior to April 2, 2030.

(11-17-93; Code 1988, § 2.1-4(q); § 3-226, Ord. 98-A(1), 8-5-98; [Ord. 99-3\(5\)](#), 10-6-99; [Ord. 02-3\(1\)](#), 1-9-02; [Ord. 02-3\(2\)](#), 4-3-02; Ord. 09-3(4), 12-2-09; [Ord. 10-3\(3\)](#), 12-1-10; Ord. 11-3(4), 12-7-11; § 3-231, [Ord. 18-3\(1\)](#), 11-7-18; [Ord. 19-3\(3\)](#), 12-18-19; Ord. [Ord. 21-3\(2\)](#), 9-1-21; Ord. 25-3(2), 4-2-25)

**ORDINANCE NO. 25-18(1)**

AN ORDINANCE TO AMEND CHAPTER 18, ZONING, ARTICLE I, GENERAL PROVISIONS, AND CHAPTER 18, ZONING, ARTICLE II, BASIC REGULATIONS, AND CHAPTER 18, ZONING, 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 Provisions and Chapter 18, Zoning, Article II, Basic Regulations and Chapter 18, Zoning, Article III, District Regulations are hereby reordained and amended as follows:

**By Amending:**

- Sec. 3.1 Definitions
- Sec 20.8 Downtown Crozet District
- Sec 22 Commercial – C-1
- Sec 23 Commercial Office
- Sec 24 Highway Commercial -HC
- Sec 26 Industrial Districts - Generally
- Sec 30.7.5 Design Standards

**By Adding:**

- Sec 5.1.65 Data Centers

**Chapter 18. Zoning**

...

**Article I, GENERAL PROVISIONS**

**Sec. 3.1 Definitions**

...

**Section 3.1 – Definitions**

...

*Data center.* "Data center" means a facility whose primary services are the storage, management, and processing of digital data.

...

*Storage/Warehousing/Distribution/Transportation.* "Storage/warehousing/distribution/transportation" means an establishment used primarily for the safekeeping, selling or transferring of saleable goods or raw materials to be incorporated into saleable goods including, but not limited to, storage facilities, call centers, or transit; an establishment used as a privately owned and operated waste transfer station; and towing services and the storage of vehicles in conjunction with that service.

...

**Chapter 18. Zoning**

...

**Article II, BASIC REGULATIONS**

**Sec. 5.1.65 Data Centers**

...

**Sec. 5.1.65 Data centers.**

A. *Accessory data centers.*

1. Data centers serving a permitted primary use are permitted as an accessory use if:
  - i. The data center is on the same site as the primary use;
  - ii. The site's primary user operates the data center for its own data; and
  - iii. The aggregate area devoted to the data center and its support systems and structures does not exceed 25% of the gross floor area of the primary use.
2. Accessory data centers are not subject to subsection (c).

B. *Minimum development requirements for data centers.*

1. Data centers must be served by public water and public sewer.
  2. Any water cooling must use a closed loop or recycled water system.
- C. *Setbacks* – Data center buildings and all associated equipment and accessory structures (such as generators, HVAC, and battery backup) must be set back at least (i) 200 feet from all lot lines and (ii) 500 feet from the Rural Areas zoning district.
- D. *Generators*
1. Routine generator exercise maintenance is limited to Monday – Friday between the hours of 10 a.m. and 4 p.m.
  2. Generators must be enclosed in a level 3 enclosure or other enclosure limiting sound to 70 dBA measured 23 feet from the generator. All equipment onsite must comply with Section 4.18, including maximum sound levels at all lot lines.
- E. *Special exceptions*. Subsections (a)(1) and (b)(1) may not be modified or waived by special exception.

## Chapter 18. Zoning

...

### Article III District Regulations Sec 30.7.5 Design Standards

...

#### **SECTION 20B - DOWNTOWN CROZET DISTRICT – DCD**

##### *Sec. 20B.2 Permitted uses.*

The following uses shall be permitted in the DCD, subject to the regulations in this section:

- A. *By right uses; retail and service.* The following retail and service uses are permitted by right:
1. Antique, gift, jewelry, notion and craft shops.
  2. Automobile, truck repair shops excluding body shops.
  3. Barber, beauty shops.
  4. Clothing, apparel and shoe shops.
  5. Commercial recreation establishments including, but not limited to, amusement centers, bowling alleys, pool halls and dance halls.
  6. Assisted living facilities and skilled nursing facilities (reference 5.1.13).
  7. Convenience stores.
  8. Department stores.
  9. Drug stores, pharmacies.
  10. Factory outlet stores, clothing and fabric.
  11. Farmers' markets (reference 5.1.47). (Amended 5-5-10)
  12. Feed and seed stores (reference 5.1.22).
  13. Financial institutions.
  14. Fire extinguisher and security products sales and service.

15. Florists.
  16. Food and grocery stores including such specialty shops as bakery, candy, milk dispensary and wine and cheese shops.
  17. Funeral homes.
  18. Furniture and home appliances sales and service.
  19. Hardware stores.
  20. Health spas.
  21. Hotels, motels and inns.
  22. Indoor athletic facilities.
  23. (Repealed 12-11-13)
  24. Laundries, dry cleaners.
  25. Musical instrument sales and repair.
  26. New automotive parts sales.
  27. Newspaper publishing.
  28. Newsstands, magazines, pipe and tobacco shops.
  29. Nursing homes (reference 5.1.13).
  30. Office and business machines sales and service.
  31. Optical goods sales and service.
  32. Photographic goods sales and service.
  33. (Repealed 12-11-13)
  34. Restaurants.
  35. Retail nurseries and greenhouses.
  36. Service stations.
  37. Sporting goods sales.
  38. Tailors and seamstresses.
  39. Temporary construction headquarters and temporary construction storage yards (reference 5.1.18).
  40. Tier I and Tier II personal wireless service facilities (reference 5.1.40).
  41. Tourist lodging.
  42. Visual and audio appliances.
  43. Laboratories/Research and Development/Experimental Testing.
  44. Drive-through windows (reference 5.1.60). (Added 3-2-16)
- B. *By right uses; office.* The following office uses are permitted by right:
1. Offices.

2. Temporary construction headquarters and temporary construction storage yards (reference 5.1.18).

C. *By right uses; public and civic.* The following public and civic uses are permitted by right:

1. Religious assembly use. (Amended 8-9-17)
2. Clubs, lodges (reference 5.1.02).
3. Conference centers, outdoor auditoriums, public art or kiosks.
4. Cultural arts centers.
5. Child day centers (reference 5.1.06).
6. Water, sewer, energy and communications distribution facilities.
7. Fire, ambulance and rescue squad stations (reference 5.1.09).
8. Libraries.
9. Outdoor performance areas.
10. Parking structures and stand alone parking structures (reference 4.12 and 5.1.41).
11. Private schools.
12. Public uses (reference 5.1.12).
13. Temporary construction headquarters and temporary construction storage yards (reference 5.1.18).
14. Theaters, live and movie, including multi-screen movie theaters.

D. *By right uses; residential.* The following residential uses are permitted by right, provided that the first floor of the building in which the residential use exists is designed for and occupied only by a use permitted by subsections 20B.2(A), (B), (C) or (E):

1. Apartments, either as a single-family dwelling or as a multiple-family dwelling.
2. Attached single-family dwellings such as townhouses.
3. Boarding houses.
4. Condominiums.
5. Group homes (reference 5.1.07).
6. Tourist lodging within detached single-family dwellings existing on June 4, 2008.
7. Dwellings occupied by the owner or employees of a permitted commercial use, and their families (reference 5.1.21).
8. Family day homes (reference 5.1.56). (Added 9-11-13)
9. Homestays (reference 5.1.48)

E. *By special use permit; non-residential uses.* The following non-residential uses are permitted by special use permit:

1. (Repealed 12-11-13)
2. (Repealed 12-11-13)
3. (Repealed 12-11-13)

4. Car washes.
5. (Repealed 12-11-13)
6. (Repealed 12-11-13)
7. (Repealed 3-2-16)
8. Energy and communications transmission facilities (reference 5.1.12).
9. Hospitals.
10. (Repealed 12-11-13)
11. (Repealed 12-11-13)
12. Preparation of printing plates including typesetting, etching and engraving.
13. Stand-alone parking (reference 4.12).
14. (Repealed 12-11-13)
15. Tier III personal wireless service facilities (reference 5.1.40).
16. Towing and storage of motor vehicles (reference 5.1.32).
17. Veterinary offices and animal hospitals.
18. Storage/Warehousing/Distribution/Transportation.
19. Manufacturing/Processing/Assembly/Fabrication and Recycling.
20. Data centers (reference 5.1.65).

F. *By special use permit; residential uses.* The following residential uses are permitted by special use permit without the restriction on first floor uses required by subsection 20B.2(D), provided that there is no other use permitted by subsections 20B.2(A), (B) or (E) on the same lot:

1. Apartments, either as a single-family dwelling or as a multiple-family dwelling.
2. Attached single-family dwellings such as townhouses.
3. Boarding houses.
4. Condominiums.
5. Detached single-family dwellings.
6. Group homes (reference 5.1.07)
7. Tourist lodging within detached single-family dwellings existing on June 4, 2008.
8. Dwellings occupied by the owner or employees of a permitted commercial use, and their families. (reference 5.1.21)
9. Family day homes (reference 5.1.56).

G. *Accessory uses and structures.* Accessory uses and structures are permitted, including but not limited to: (i) home occupations, Class A and Class B (reference 5.2) for primary residential uses; (ii) storage buildings for primary residential and non-residential uses; (iii) outdoor performance areas for primary cultural arts center uses; and (iv) prototype manufacturing for research and development uses.

## **SECTION 22 - COMMERCIAL - C-1**

**Sec. 22.2.2 By special use permit.**

The following uses shall be permitted only by special use permit approved by the board of supervisors:

1. Commercial recreation establishments including but not limited to amusement centers, bowling alleys, pool halls and dance halls.
2. Energy and communications transmission facilities.
3. Hospitals.
4. (Repealed 8-9-17)
5. Veterinary office and hospital (reference 5.1.11).
6. Unless such uses are otherwise provided in this section, uses permitted in section 18.0, residential - R-15, in compliance with regulations set forth therein.
7. Hotels, motels and inns.
8. Motor vehicle sales and rental in communities and the urban area as designated in the comprehensive plan.
9. Stand alone parking and parking structures (reference 4.12, 5.1.41).
10. (Repealed 3-2-16)
11. Except as provided in subsection 22.2.2(16), uses permitted by right that are either:
  - a. Not served by public water, involving water consumption exceeding 400 gallons per site acre per day; and/or
  - b. Not served by public sewer, involving anticipated discharge of sewage other than domestic wastes.

Any use authorized by a special use permit approved before February 6, 2019 under this subsection continues as a special use, provided that: (i) the use complies with all conditions of the special use permit; and (ii) any amendment to the special use permit is processed as an application under either this subsection or subsection 22.2.2(16), as applicable.

12. Body shop.
13. Animal shelter (reference 5.1.11).
14. Tier III personal wireless service facilities (reference 5.1.40).
15. Storage/Warehousing/Distribution/Transportation.
16. If the use is not served by either public water or an approved central water supply:
  - a. Automobile service stations (reference 5.1.20).
  - b. Convenience stores.
  - c. Restaurants.
17. Data centers (reference 5.1.65).

**SECTION 23 - COMMERCIAL OFFICE - CO**

**Sec. 23.2.1 By right.**

The following uses shall be permitted in the CO district, subject to the applicable requirements of this chapter:

1. Administrative and business offices.

2. Offices, including medical, dental and optical.
3. Financial institutions.
4. Religious assembly use. (Amended 8-9-17)
5. Libraries, museums.
6. Accessory uses and structures incidental to the principal uses provided herein. The aggregate of all accessory uses shall not occupy more than 20 percent of the floor area of the buildings on the site. The following accessory uses shall be permitted:
  - Newsstands;
  - Establishments for the sale of office supplies and service of office equipment;
  - Central reproduction and mailing services and the like;
  - Ethical pharmacies, laboratories and establishments for the production, fitting and/or sale of optical or prosthetic appliances on sites containing medical, dental or optical offices;
  - Sale/service of goods associated with the principal use such as, but not limited to: musical instruments, musical scores, text books, artist's supplies and dancing shoes and apparel;
  - Barber shops;
  - Beauty shops.
7. Water, sewer, energy and communications distribution facilities.
8. Public uses (reference 5.1.12).
9. Temporary construction headquarters and temporary construction storage yards (reference 5.1.18).
10. Dwellings (reference 5.1.21).
11. Industrialized buildings (reference 5.8).
12. Child day center (reference 5.1.6).
13. Stormwater management facilities shown on an approved final site plan or subdivision plat.
14. Tier I and Tier II personal wireless service facilities (reference 5.1.40).
15. Farmers' markets (reference 5.1.47).
16. Laboratories/Research and Development/Experimental Testing; gross floor area of the establishment does not exceed 4,000 square feet per site; provided that the gross floor area of the establishment may exceed 4,000 square feet per site by special exception approved by the board of supervisors.
17. Drive-through windows (reference 5.1.60). (Added 3-2-16)
18. Restaurants, provided that they: (i) are served by either public water or an approved central water supply; and (ii) comply with the accessory use requirements of subsection 23.2.1(6).
19. Uses permitted by right in the Rural Areas (RA) district pursuant to section 10.2.1, provided that the use is not served by either public water or an approved central water supply.
20. Any use listed in subsections 23.2.1(1)—(18) not served by either public water or an approved central water supply, provided that: (i) the use is within a structure lawfully existing or vested on February 6, 2019; (ii) no external change on the property occurs other than maintenance or signage changes; and (iii) the use is not subject to a special use permit issued under subsection 23.2.2(8).

**Sec. 23.2.2 By special use permit.**

The following uses shall be permitted only by special use permit approved by the board of supervisors:

1. Hospitals.
2. Funeral homes.
3. Energy and communications transmission facilities.
4. Stand alone parking and parking structures (reference 4.12, 5.1.41).
5. (Repealed 3-2-16)
6. School of special instruction.
7. Clubs, lodges (reference 5.1.2).
8. Except as provided in subsection 23.2.2(18), uses permitted by right that are either:
  - a. Not served by public water, involving water consumption exceeding 400 gallons per site acre per day; and/or
  - b. Not served by public sewer, involving anticipated discharge of sewage other than domestic wastes.Any use authorized by a special use permit approved before February 6, 2019 under this subsection continues as a special use, provided that: (i) the use complies with all conditions of the special use permit; and (ii) any amendment to the special use permit is processed as an application under either this subsection or subsection 23.2.2(18), as applicable.
9. Unless such uses are otherwise provided in this section, uses permitted in section 18.0, residential R-15. in compliance with regulations set forth therein.
10. Hotels, motels and inns (reference 9.0).
11. Supporting commercial uses (reference 9.0).
12. (Repealed 8-9-17)
13. (Repealed 8-9-17)
14. Indoor athletic facilities.
15. Tier III personal wireless service facilities (reference 5.1.40).
16. Storage/Warehousing/Distribution/Transportation.
17. Manufacturing/Processing/Assembly/Fabrication/Recycling.
18. Restaurants not served by either public water or an approved central water supply, provided that the restaurant complies with the accessory use requirements of subsection 23.2.1(6).
19. Data centers (reference 5.1.65).

**SECTION 24 - HIGHWAY COMMERCIAL -HC**

**Sec. 24.2.2 By special use permit.**

The following uses shall be permitted by special use permit in the HC district:

1. Commercial recreation establishment including but not limited to amusement centers, bowling alleys, pool halls and dance halls.
2. Septic tank sales and related service.
3. Livestock sales.

4. Veterinary office and hospital (reference 5.1.11).
5. Drive-in theaters (reference 5.1.08).
6. Energy and communications transmission facilities (reference 5.1.12).
7. Hospitals, nursing homes, convalescent homes (reference 5.1.13).
8. Auction houses.
9. Unless such uses are otherwise provided in this section, uses permitted in section 18.0, residential - R-15, in compliance with regulations set forth therein.
10. Commercial kennels - indoor only (reference 5.1.11).
11. Stand alone parking and parking structures (reference 4.12, 5.1.41).
12. (Repealed 3-2-16)
13. Except as provided in subsection 24.2.2(18), uses permitted by right that are either:
  - a. Not served by public water, involving water consumption exceeding 400 gallons per site acre per day; and/or
  - b. Not served by public sewer, involving anticipated discharge of sewage other than domestic wastes.

Any use authorized by a special use permit approved before February 6, 2019 under this subsection continues as a special use, provided that: (i) the use complies with all conditions of the special use permit; and (ii) any amendment to the special use permit is processed as an application under either this subsection or subsection 24.2.2(18), as applicable.
14. Warehouse facilities not permitted under section 24.2.1 (reference 9.0).
15. Animal shelter (reference 5.1.11).
16. Tier III personal wireless service facilities (reference 5.1.40).
17. Body shops.
18. If the use is not served by either public water or an approved central water supply:
  - a. Automobile service stations (reference 5.1.20).
  - b. Convenience stores.
  - c. Restaurants.
19. Data centers (reference 5.1.65).

## SECTION 26 – INDUSTRIAL DISTRICTS – GENERALLY

### **Sec. 26.2 Permitted primary and accessory uses and structures; prohibited uses and structures.**

Uses and structures within the industrial districts are permitted as follows:

- a. *Primary uses and structures.* Primary uses and structures within the industrial districts are permitted by right, by special use permit, and by special exception as provided in the following table, subject to the applicable requirements of this chapter:

Use	LI	HI	PD-IP Cat. 1	PD-IP Cat. 2
<b>Manufacturing/Processing/Assembly/Fabrication/Recycling*</b>	BR	BR	BR	BR
Asphalt mixing plants.	N	SP	N	SP
Brick manufacturing, distribution.	SP	BR	SP	BR
Cement, lime gypsum manufacture or processing.	N	SP	N	SP
Chemical, plastics manufacture or processing.	SP	SP	SP	SP

Dry cleaning plants (reference 5.1.49).	SP	BR	SP	BR
Foundries (reference 5.1.50).	N	SP	N	SP
Inorganic fertilizer manufacture or processing.	N	SP	N	SP
Materials recovery facilities, privately owned and operated.	SP	BR	SP	BR
Organic fertilizer manufacture or processing.	SP	BR	SP	BR
Petroleum, gasoline, natural gas and manufactured gas bulk storage (reference 5.1.20).	SP	BR	SP	BR
Petroleum refining, including by-products (reference 5.1.20).	N	SP	N	SP
Pulp or paper manufacture or processing.	N	SP	N	SP
Recycling processing center.	SP	BR	SP	BR
Rendering plants (reference 5.1.53).	SP	BR	SP	BR
Sawmills, temporary or permanent; planing mills; wood yards (reference 5.1.15).	SP	BR	SP	BR
<b>Storage/Warehousing/Distribution/Transportation*</b>				
Airports.	SP	SP	SP	SP
Heavy equipment and heavy vehicle parking and storage yards.	SP	BR	SP	BR
Heliports (reference 5.1.01).	SP	SP	SP	SP
Helistops (reference 5.1.01).	SP	SP	SP	SP
Junk yards (reference 5.1.10).	N	SP	N	SP
Warehouse facilities where there may be the storage of gasoline, kerosene or other volatile materials, dynamite blasting caps and other explosives, pesticides and poisons, and other materials which may be hazardous to life in the event of accident.	SP	BR	SP	BR
Wholesale businesses where there may be the storage of gasoline, kerosene or other volatile materials, dynamite blasting caps and other explosives, pesticides and poisons, and other materials which may be hazardous to life in the event of accident.	SP	BR	SP	BR
Data centers with an aggregate gross floor area not exceeding 40,000 square feet per lot.	BR	BR	BR	BR
Data centers with an aggregate gross floor area greater than 40,000 square feet per lot.	SP	SP	SP	SP
<b>Laboratories/Research and Development/Experimental Testing</b>				
<b>Offices**</b>				
Independent offices; within structure existing or vested on or before April 3, 2014.	BR	BR	BR	BR
Independent offices; within structure not established or not vested until after April 3, 2014.	SP	SP	SP	SP
Independent offices; within expanded portion of structure where expansion not established or not vested until after April 3, 2014.	SP	SP	SP	SP
Industrial offices.	BR	BR	BR	BR
<b>Public Uses, Utilities and Services, and Telecommunications Uses**</b>				
Energy and communications transmission facilities (reference 5.1.12).	SP	SP	SP	SP
Fire, ambulance and rescue squad stations (reference 5.1.09).	BR	BR	BR	BR
Personal wireless service facilities, Tier I (reference 5.1.40).	BR	BR	BR	BR
Personal wireless service facilities, Tier II (reference 5.1.40).	BR	BR	BR	BR
Personal wireless service facilities, Tier III (reference 5.1.40).	SP	SP	SP	SP
Public uses (reference 5.1.12).	BR	BR	BR	BR
Stormwater management facilities shown on an approved final site plan or subdivision plat.	BR	BR	BR	BR
Water, sewer, energy, communications distribution facilities (reference 5.1.12).	BR	BR	BR	BR
<b>Temporary Uses**</b>				
Temporary construction headquarters (reference 5.1.18).	BR	BR	BR	BR
Temporary construction storage yards (reference 5.1.18).	BR	BR	BR	BR
Temporary events sponsored by local nonprofit organizations (reference 5.1.27).	SP	SP	SP	SP
Temporary industrialized buildings (reference 5.8).	BR	BR	BR	BR
<b>Commercial Uses**</b>				
Uses permitted by right or by special use permit in the Commercial (C-1), Commercial Office (CO) and Highway Commercial (HC) districts (collectively, "general commercial uses" as used in section 26.3) not otherwise expressly authorized by this section either by right	SP	SP	SP	SP

or by special use permit; within structure existing or vested on April 3, 2013.				
Farmers' markets conducted in a permanent structure established after May 5, 2010 (reference 5.1.47).	SP	SP	SP	SP
Farmers' markets conducted outdoors or within a temporary or a permanent structure existing on May 5, 2010 (reference 5.1.47).	BR	BR	BR	BR
Hotels, motels, inns.	SP	SP	SP	SP
Outdoor storage, display and/or sales serving or associated with a permitted use, other than a residential, agricultural or forestal use, any portion of which would be visible from a street within the entrance corridor overlay district to which it is contiguous or from any other street within the entrance corridor overlay district which is located within 500 feet; provided that review shall be limited to determining whether the outdoor storage, display and/or sales is consistent with the applicable design guidelines.	SP	SP	SP	SP
Subordinate retail sales for any use permitted by right; use does not exceed 25% of the gross floor area of the primary industrial use.	BR	BR	BR	BR
Subordinate retail sales for any use permitted by right; use exceeds 25% of the gross floor area of the primary industrial use.	SE	SE	SE	SE
Supporting commercial; use does not exceed 25% of the gross floor area of the freestanding building or multiple buildings on an industrial site.	BR	BR	BR	BR
Supporting commercial; use exceeds 25% of the gross floor area of the freestanding building or multiple buildings on an industrial site.	SE	SE	SE	SE
<b>Parking**</b>				
Parking structures, as part of an occupied structure (reference 4.12, 5.1.41).	BR	BR	BR	BR
Parking structures, stand alone (reference 4.12, 5.1.41).	SP	SP	SP	SP
Parking area, stand alone (reference 4.12, 5.1.41).	SP	SP	SP	SP
<b>Uses Not Served By Public Water or Public Sewer**</b>				
Uses permitted by right in the Light Industry (LI) or Heavy Industry (HI) districts, not served by public sewer, involving anticipated discharge of sewage other than domestic wastes.	SP	SP	SP	SP
Uses permitted by right in the Light Industry (LI) or Heavy Industry (HI) districts, not served by public water, involving water consumption exceeding 400 gallons per site acre per day.	SP	SP	SP	SP
<b>Miscellaneous</b>				
Dwellings and sleeping quarters, on-site (reference 5.1.21).	BR	BR	BR	BR
Fill areas (reference 5.1.28)	BR	BR	BR	BR
Waste areas (reference 5.1.28)	BR	BR	BR	BR

\*Applies to all uses within this use classification, as defined, except for those uses expressly identified in unshaded text below that use classification.

\*\*Heading is for organizational purposes only and is not a use classification.

BR: The use is permitted by right.

SP: The use is permitted by special use permit.

SE: The use is permitted by special exception.

N: The use is not permitted.

- b. *Planned industrial parks and proffered industrial districts approved prior to April 3, 2013.* Within the following planned industrial parks and proffered industrial districts, the uses permitted by right, by special use permit, and by special exception shall be as follows:
1. *Uses in planned industrial parks.* The uses permitted by right and by special use permit in any planned development -industrial park (PD-IP) district approved prior to April 3, 2013, any industrial park approved as a planned development prior to December 10, 1980 are those uses permitted by right and by special use permit in effect when the zoning map amendment was approved and those uses delineated in subsection (a), regardless of any election made for a planned development district under subsections 8.5.5.2(a) and (b).
  2. *Uses in proffered industrial districts.* The uses permitted by right and by special use permit on any site within an industrial district for which proffers either specifying or prohibiting particular uses were accepted prior to April 3, 2013, are those uses permitted by right and by special use permit in effect when the zoning map amendment was approved and those uses delineated in

subsection (a), provided that any use not allowed by right or by special use permit by a proffer shall be prohibited.

3. *Certain non-industrial uses in planned industrial parks and proffered industrial districts.* In the planned industrial parks and proffered industrial districts delineated in subsections (b)(1) and (2), no supporting retail sales or subordinate commercial use that would exceed the by right thresholds in subsection (a) shall be expanded without a special exception as required by subsection (a).
- c. *Accessory uses and structures.* Accessory uses and structures are permitted within each industrial district, subject to the following:
1. *When accessory use is permitted.* No accessory use is permitted until the primary use to which it is accessory has been established.
  2. *When accessory structure is permitted.* No accessory structure is permitted until either construction of the primary structure or the primary use to which it is accessory has commenced.
  3. *Prohibited accessory uses and structures.* Parking structures, stand alone parking and drive-through windows are permitted only as provided in subsection (a) and not otherwise as accessory uses. The storage of sludge or toxic wastes, or both, is prohibited as an accessory use; provided that the temporary storage of sludge or toxic wastes awaiting proper disposal is a permitted accessory use.
- d. *Prohibited primary uses and structures.* The following uses and structures are prohibited as primary uses within each industrial district:
1. *Incinerators.* The establishment or use of an incinerator.
  2. *Manufacture of certain products.* The manufacture of acetylene gas, acid, ammonia, bleaching powder, chlorine, detergent and cleaning preparations made from animal fats, explosives, fireworks, fish meal, nitrogenous tankage, paints, varnish, shellac that requires distillation or heating ingredients, vinegar that is not derived from an agricultural product, phosphates, and turpentine.
  3. *Sludge.* The storage of sludge.
  4. *Toxic wastes.* The disposal or storage of toxic wastes regulated under the federal Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), provided that placing toxic wastes for their lawful collection and disposal by a third party is not prohibited.

