



**BOARD OF SUPERVISORS  
BUSINESS MEETING  
Tuesday, December 19, 2023 - 7:00 PM**

**Board Meeting Room  
39 Bank Street, SE,  
Chatham, Virginia  
24531**

**AGENDA**

- 1. CALL TO ORDER (7:00 PM)**
- 2. ROLL CALL**
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. AGENDA ITEMS TO BE ADDED**
- 6. APPROVAL OF AGENDA**
- 7. CONSENT AGENDA**
  - a. Board Meeting Minutes Approval (Staff Contact: Kaylyn McCluster)
  - b. County's 2023 November Bill List Approval (Staff Contact: Kim VanDerHyde)
  - c. Resolution # 2023-12-01 Adoption (*Jail Reimbursement*) (Staff Contact: Kim VanDerHyde)
  - d. Opioid Abatement Authority Grant Approval (Staff Contact: Kim VanDerHyde)
  - e. Moses Building Facility Improvements Contract Award (Staff Contact: Chris Adcock)
  - f. Short-Term Disability Benefit Subsidy Approval (*New County Public Safety Employees*) (Staff Contact: Holly Stanfield)
  - g. December 22, 2023, Half-Day Work Holiday Approval (Staff Contact: Kaylyn McCluster)
  - h. Frances Inge Hardy Certificate Approval (*Honoring 96th Birthday*) (Staff Contact: William Ingram)
  - i. Resolution # 2023-12-02 Adoption (*Honoring Warren*) (Staff Contact: Kaylyn McCluster)

- j. Resolution # 2023-12-03 Adoption (*Honoring Searce*) (Staff Contact: Kaylyn McCluster)
- k. Resolution # 2023-12-04 Adoption (*Honoring Eanes*) (Staff Contact: Kaylyn McCluster)
- l. Resolution # 2023-12-05 Adoption (*Honoring Dudley*) (Staff Contact: Kaylyn McCluster)
- m. Resolution # 2023-12-06 Adoption (*Honoring Dalton*) (Staff Contact: Kaylyn McCluster)

**8. PRESENTATIONS**

- a. General Presentations (*Board of Supervisors*)

**9. HEARING OF THE CITIZENS**

Each person addressing the Board under Hearing of the Citizens shall be a resident or land owner of the County, or the registered agent of such resident or land owner. Each person shall step up, give his/her name and district in an audible tone of voice for the record, and unless further time is granted by the Chairman, shall limit his/her address to three (3) minutes. No person shall be permitted to address the Board more than once during Hearing of the Citizens. All remarks shall be addressed to the Board as a body and not to any individual member thereof. Hearing of the Citizens shall last for a maximum of forty-five (45) minutes. Any individual that is signed up to speak during said section who does not get the opportunity to do so because of the aforementioned time limit, shall be given speaking priority at the next Board meeting. Absent Chairman's approval, no person shall be able to speak who has not signed up.

**10. PUBLIC HEARINGS**

a. **Rezoning Public Hearings**

Pursuant to Article V, Division 6, of the Pittsylvania County Zoning Ordinance, the Board of Supervisors have been empowered to hear and decide specific zoning issues and zoning map changes in support of said Ordinance. In accomplishing this important task, the Board is responsible for promoting the health, safety, and general public welfare of the citizens of Pittsylvania County. The Board must ensure that all of its decisions and regulations be directed to these goals and that each be consistent with the environment, the comprehensive plan, and in the best interest of Pittsylvania County, its citizens, and its posterity.

- 1. Case CP-23-001: Amending the County's Comprehensive Plan Future Land Use Map From Industrial to Mixed Commercial/Industrial. The Planning Commission

recommended by a 7-0 vote, with no opposition, that the Comprehensive Plan Future Land Use Map be amended. (Supervisor Eanes) (Staff Contact: Emily Ragsdale)

2. Case R-23-028: John and Tina Stein; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioners' request be granted. (Supervisor Ingram) (Staff Contact: Emily Ragsdale)
3. Case R-23-029: Jared and Sarah Moser; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioners' request be granted. (Supervisor Warren) (Staff Contact: Emily Ragsdale)
4. Case R-23-031: Sharon Smith; Rezoning from RMF, Residential Multi-Family District, to RC-1, Residential Combined Subdivision District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (Supervisor Ingram) (Staff Contact: Emily Ragsdale)
5. Case R-23-035: River City Enterprises; Rezoning from M-2, Industrial District, Heavy Industry, to B-2, Business District, General. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (Supervisor Eanes) (Staff Contact: Emily Ragsdale)

**b. Other Public Hearings**

Each person addressing the Board under a Public Hearing shall step up, give his/her name and district, and/or his/her place of residency for non-County citizens, in an audible tone of voice for the record, and unless further time is granted by the Chairman, shall limit his/her address to three (3) minutes; speakers for a group shall be limited to ten (10) minutes. Speakers shall conclude their remarks at that time, unless the consent of the Board is affirmatively given to extend the speakers allotted time. Absent Chairman's approval, no person shall be able to speak who has not signed up.

1. Public Hearing: Pittsylvania County Code Amendments, Chapter 18 (Subdivision Ordinance) (Staff Contact: Emily Ragsdale)
2. Public Hearing: PCC § 6-6-3 Revision (Keeling Volunteer Fire Department Tax Exemption Application) Approval

(Staff Contact: Kaylyn McCluster)

**11.UNFINISHED BUSINESS**

**12.NEW BUSINESS**

**13.MATTERS FROM WORK SESSION (IF ANY)**

**14.BOARD MEMBER REPORTS**

**15.COUNTY ADMINISTRATOR REPORTS**

**16.ADJOURNMENT**

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	Board Meeting Minutes Approval		
<b>Staff Contact(s):</b>	Kaylyn McCluster		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	7.a.
<b>Attachment(s):</b>	1.	10-11-2023 Joint Meeting - Planning and BZA - DRAFT	
	2.	11-28-2023 Work Session - DRAFT	
	3.	11-28-2023 Business Meeting - DRAFT	
<b>Reviewed By:</b>	JVH		

### **SUMMARY:**

For the Board's review and consideration, attached are the following Board Meeting Minutes:

- (1) 10/11/2023 Joint Meeting (Planning Commission & BZA);
- (2) 11/28/2023 Work Session; and
- (3) 11/28/2023 Business Meeting.

### **FINANCIAL IMPACT AND FUNDING SOURCE:**

Not applicable.

### **RECOMMENDATION:**

County Staff recommends the Board approve the Board Meeting Minutes as attached and presented.

### **MOTION:**

"I make a Motion approving the Board Meeting Minutes as attached and presented."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'**  
**JOINT MEETING WITH PLANNING COMMISSION AND BOARD OF**  
**ZONING APPEALS**

**October 11, 2023**

**VIRGINIA:** The Pittsylvania County Board of Supervisors' ("Board") Joint Meeting was held on October 11, 2023, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

**CALL TO ORDER (5:30 PM)**

Dalton called the Meeting to Order at 5:30 PM.

**ROLL CALL**

The following Board Members were present:

Darrell W. Dalton - Chairman, Callands-Gretna District  
Timothy W. Dudley - Vice-Chairman, Staunton River District  
Nancy K. Eanes - Dan River District  
William V. ("Vic") Ingram - Tunstall District  
Ronald S. Scarce - Westover District; and  
Robert ("Bob") W. Warren - Chatham-Blairs District

Robert M. Tucker, Jr. - Banister District joined the Meeting at 5:48 PM.

The following Planning Commission Members were present:

Fred Webb  
Janet Mease  
Colette Henderson  
Richard Waters

The were no Board of Zoning Appeals Members present.

**AGENDA ITEMS TO BE ADDED**

Motion to add the following Closed Session to the end of the Agenda:

Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.

- |     |                  |  |
|-----|------------------|--|
| (1) | Legal Authority: | Virginia Code § 2.2-3711(A)(5)   |
|     | Subject Matters: | Project Diesel   |
|     | Purpose:         | Economic Development Updates on Unannounced Project, Business, or Industry |

**RESULT:** 6-0 (APPROVE)  
**MOVER:** Warren  
**SECONDER:** Dudley  
**AYES:** Dalton, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**APPROVAL OF AGENDA**

Motion to approve Agenda.

**RESULT:** 6-0 (APPROVE)  
**MOVER:** Ingram  
**SECONDER:** Warren  
**AYES:** Dalton, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**PRESENTATIONS**

- a. **Zoning Ordinance Update Presentation (Staff Contact: Emily S. Ragsdale); (Presenter: The Berkley Group)**

Caroline Vanterve, Planner, The Berkley Group, reviewed the County's Zoning Ordinance Update with the Board, Planning Commission, and the Board of Zoning Appeals. Her presentation can be found on the County's website at [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov).

**ADJOURNMENT OF PLANNING COMMISSION AND BZA**

Dalton adjourned the Meeting with the Planning Commission and Board of Zoning Appeals at 6:42 PM.

**CLOSED SESSION**

Motion to enter Closed Session.

The Board entered Closed Session at 6:43 PM.

**RESULT:** 7-0 (Approved)  
**MOVER:** Warren  
**SECONDER:** Dudley  
**AYES:** Dalton, Tucker, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.**

- (1) **Legal Authority:** Virginia Code § 2.2-3711(A)(5)  
**Subject Matters:** Projects Diesel  
**Purpose:** Economic Development Updates on Unannounced Project, Business, or Industry

**RETURN TO OPEN SESSION & CLOSED SESSION CERTIFICATION**

The Board returned to Open Session at 7:03 PM and the following Certification was recorded:

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'**  
**CLOSED MEETING CERTIFICATION**

**BE IT RESOLVED** that at the Pittsylvania County Board of Supervisors' ("Board") Meeting on October 11, 2023, the Board hereby certifies by a recorded vote that to the best of each Board Member's knowledge only public business matters lawfully exempted from the Open Meeting requirements of the Virginia Freedom of Information Act ("Act") and identified in the Motion authorizing the Closed Meeting were heard, discussed, or considered in the Closed Meeting. If any Board Member believes that there was a departure from the requirements of the Act, he shall so state prior to the vote indicating the substance of the departure. The Statement shall be recorded in the Board's Minutes.

	<b><u>Vote</u></b>
Nancy K. Eanes	Yes
William V. ("Vic") Ingram	Yes
Ronald S. Scearce	Yes
Robert M. Tucker, Jr.	Yes
Robert ("Bob") W. Warren	Yes
Timothy W. Dudley	Yes
Darrell W. Dalton	Yes

**ADJOURNMENT**

Dalton adjourned the Meeting at 7:05 PM.



**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'**  
**WORK SESSION**

**November 28, 2023**

**VIRGINIA:** The Pittsylvania County Board of Supervisors' ("Board") Work Session was held on November 28, 2023, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

**CALL TO ORDER (3:30 PM)**

Dalton called the Meeting to Order at 3:30 PM.

**ROLL CALL**

The following Board Members were present:

Darrell W. Dalton - Chairman, Callands-Gretna District  
Timothy W. Dudley - Vice-Chairman, Staunton River District  
Nancy K. Eanes - Dan River District  
Ronald S. Scarce - Westover District  
Robert M. Tucker, Jr. - Banister District; and  
Robert ("Bob") W. Warren - Chatham-Blairs District.

William V. ("Vic") Ingram - Tunstall District participated remotely via phone due to vacation via cruise ship in the Caribbean.

**APPROVAL OF AGENDA**

Motion to approve Agenda.

**RESULT:** 7-0 (Approved)  
**MOVER:** Warren  
**SECONDER:** Tucker  
**AYES:** Dalton, Tucker, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**PRESENTATIONS**

**a. IALR Quarterly Report**

Telly Tucker gave a quarterly report to the Board regarding recent happenings and programs at the Institute for Advanced Learning and Research. His full presentation can be found on the County's website at [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov).

**b. VDH Funding Retention Request**

Van Der Hyde introduced representatives from the Virginia Department of Health ("VDH"), Dr. Spillman, Krystal Davis, and Wesley Marshall. They presented to the Board a request to retain funds in the total amount of \$246,421.57 (\$103,627.57 in carryover funds from the FY23 year-end settlement and \$142,794 in FY24 unmatched funding) for software installation in the Chatham office for Environmental Health purposes, and for the remaining funds to go toward the purchase of two (2) vehicles to serve the County. Warren recommended this request being

taken to the Finance Committee before making a commitment regarding these funds, and he also recommended that Hunt investigate the County being able to use its lease program for VDH cars.

Motion to send this item to the Finance Committee in December.

**RESULT:** 7-0 (Approved)  
**MOVER:** Warren  
**SECONDER:** Dudley  
**AYES:** Dalton, Tucker, Warren, Searce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**c. Broadband Project Update**

Zach Church, RiverStreet, presented the Board an update regarding the County's Broadband Project. He stated that currently there are sixty-two (62) customers active in the Sandy Level area. Cleanup and final testing is still needed in the Lakeside serving area. RiverStreet is currently working on permits for Java and Strawberry. Church's full presentation can be found on the County's website at [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov).

**STAFF, COMMITTEE, AND/OR CONSTITUTIONAL OFFICER REPORTS**

**a. Reassessment Update**

Patsy Budd presented to the Board an update regarding the Reassessment Project. The appeals were conducted by several different methods, and in all cases, the citizens were listened to, and their concerns were considered. 1,003 informal appeals have been conducted. It is anticipated that the notices will be mailed to property owners who sought an informal appeal with Pearson's within the next three (3) weeks. Budd's presentation can be found on the County's website at [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov).

**b. Sheriff Deputies' Short Term Disability Benefit Subsidy**

During the recent review of the Sheriff's Memorandum of Agreement ("MOA"), a discussion was had concerning the need to provide a Short-Term Disability Benefit ("STDB") for newly hired full-time sworn Sheriff's Deputies to help with recruitment and retention. Currently, new employees earn a total of eight (8) hours of sick leave per month and eight (8) hours of vacation leave per month. This leave is used to cover employee absences. Since Deputies are in a very high-risk job, they may experience injuries that take them out of active work for an extended period and would leave them with no income. Since it takes a while to accumulate enough leave to cover such an absence, a STDB is being proposed to cover lost time for the first two (2) years of employment for newly hired full-time sworn Deputies. This benefit, with a total monthly cost to the Deputy of ten dollars (\$10), would provide a two-thousand dollar (\$2,000) monthly benefit, if approved by the insurance carrier. This item has been included as item 15 of tonight's Business Meeting under the Consent Agenda for potential approval.

There are three (3) Constitutional Offices that are a part of the County's Pay Plan, and they all have a Memorandum of Understanding with the County. The Sheriff's Agreement is set to expire at the end of December 2023. The original MOA had one (1) section where he wished to change one (1) word as follows:

Item 13. The Sheriff acknowledges and agrees that, except as required by law, any increase in funding by the VCB to the Sheriff and/or his/her employees/appointees above the level of compensation set by the County's Uniform Pay and Classification Plan ~~shall~~ **may** be used to supplant County funding of the Sheriff and his/her employees/appointees' salaries.

The Sheriff's Office is having difficulty hiring and retaining deputies and to help with this effort, the County would like to subsidize all but \$10 per month of the premium cost of the maximum Short-Term Disability Benefit ("STDB") of \$2,000 per month ("Subsidy"), which is offered by the County's third-party Benefits Administrator. According to the STDB Carrier, a full-time employee must work a minimum of 40 hours per week annually to qualify for this benefit. The County will cover this STDB Subsidy for two (2) years from date of hire. Additionally, for the first year of the STDB implementation, Deputies with less than two (2) years of County service would be offered the STDB Subsidy beginning January 1, 2024. Said Deputies would be allowed this STDB Subsidy for two (2) years from this date. Newly sworn FT Deputies that fall under this STDB Subsidy and choose to opt out of this STDB Subsidy will be required to sign a waiver stating that they were offered the STDB Subsidy and declined it. At no time will the Deputy be able to elect the STDB Subsidy after the waiver has been signed.

The \$2,000 monthly benefit is 41.42 per month, and the new MOA allows for a subsidy of that short-term disability benefit. The County would pay \$31.42 per month and the deputy would have to pay \$10 per month. Right now, there are twenty (20) employees that qualify, which is approximately \$7500 per year.

After discussion, Dalton requested County Staff bring back information for this benefit to potentially be offered to other employees, to be sure no one is left out.

Motion to approve this MOA as presented and move to the Consent Agenda at tonight's Meeting.

**RESULT:** 7-0 (Approved)  
**MOVER:** Warren  
**SECONDER:** Tucker  
**AYES:** Dalton, Tucker, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**c. Solid Waste Briefing ((1) Fund Review; (2) Potential Director Hiring Discussion)**

Turille presented a recommendation to elevate the Solid Waste Division to its own Department and hire a Solid Waste Director. Butch Joyce, LaBella Associates, was also present to make the same recommendation that the County hire a Solid Waste Director. Tucker asked about the capacity and how long it would take to get to 100% of projection. Joyce stated the capacity is 60+ years of life, and if the County continues taking the same amount as it does now, it will be year 2087. Warren stated that he did not agree with this recommendation. He stated the citizens made it very clear that they do not want the County to be in the trash business. Warren stated that he does support the hiring of an Assistant Public Works Director under the direction of Adcock.

Motion to move forward with recruiting an Assistant Public Works Director to work in

conjunction with Adcock.

**RESULT:** 7-0 (Approved)  
**MOVER:** Warren  
**SECONDER:** Dudley  
**AYES:** Dalton, Tucker, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**d. Facility Improvements Funding Discussion**

In 2022, The County contracted with Ameresco, an Energy Savings Company, to audit all County buildings (except schools) to identify energy-saving measures and projects. What Ameresco found were mechanical equipment failures; thermal comfort issues; many heating, ventilation and cooling (“HVAC”) systems not operating properly or efficiently; antiquated or inefficient lighting systems; and the lack of a functional building automation or control system. An automation system provides for much more efficient utilization of HVAC and other building systems. In most energy savings program projects, the building upgrades are funded by utility costs and operational savings. In the County's review, all the identified projects were too extensive to be covered by the energy savings alone. County Staff reviewed the recommended project list and identified the measures that provide the greatest benefit to the County, improve the conditions and comfort issues inside its facilities, and address some significant deferred maintenance issues that, if left unaddressed, could cause significant future problems. This project list was presented to the Board at its August Work Session.

The Board expressed some concerns about the overall cost of the capital improvements, how the debt would be serviced going forward, and if any grants would be available for these projects. Over the last several months, Ameresco and County Staff investigated potential grant funding for these projects but were unable to identify any that would apply to these projects. Due to the immediate needs and conditions present at the Sheriff's Office (Moses Building), Adcock asked the Board to consider a pared-down project that would address just this building. This will allow County Staff to continue researching funding options or other possibilities for the completion of the other identified projects.

Motion to move forward with this project and authorize Adcock to negotiate with Ameresco for a potential reduction in cost.

**RESULT:** 7-0 (Approved)  
**MOVER:** Tucker  
**SECONDER:** Warren  
**AYES:** Dalton, Tucker, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**CLOSED SESSION**

Warren recommended the Board Member Elects be allowed to sit in on the Closed Session. Due to time constraints, the Legal Closed Session will not be discussed tonight.

Motion to enter Closed Session.

The Board entered Closed Session at 6:25 PM.

**RESULT:** 7-0 (Approved)  
**MOVER:** Dudley  
**SECONDER:** Tucker  
**AYES:** Dalton, Tucker, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**a. Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.**

- (1) **Legal Authority:** Virginia Code § 2.2-3711(A)(5)  
**Subject Matters:** Projects Bourbon, Bakery, Big Dipper, 30, and AM  
**Purpose:** General Economic Development Project Updates on Unannounced/Prospective Businesses/Projects/Industries

**RETURN TO OPEN SESSION & CLOSED SESSION CERTIFICATION**

The Board returned to Open Session at 6:57 PM and the following Certification was recorded:

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'**  
**CLOSED MEETING CERTIFICATION**

**BE IT RESOLVED** that at the Pittsylvania County Board of Supervisors' ("Board") Work Session on November 28, 2023, the Board hereby certifies by a recorded vote that to the best of each Board Member's knowledge only public business matters lawfully exempted from the Open Meeting requirements of the Virginia Freedom of Information Act ("Act") and identified in the Motion authorizing the Closed Meeting were heard, discussed, or considered in the Closed Meeting. If any Board Member believes that there was a departure from the requirements of the Act, he shall so state prior to the vote indicating the substance of the departure. The Statement shall be recorded in the Board's Minutes.

	<b><u>Vote</u></b>
Nancy K. Eanes	Yes
William V. ("Vic") Ingram	Yes
Ronald S. Scarce	Yes
Robert M. Tucker, Jr.	Yes
Robert ("Bob") W. Warren	Yes
Timothy W. Dudley	Yes
Darrell W. Dalton	Yes

**ADJOURNMENT**

Dalton adjourned the Meeting at 7:00 PM.

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'**  
**BUSINESS MEETING**

**November 28 , 2023**

**VIRGINIA:** The Pittsylvania County Board of Supervisors' ("Board") Business Meeting was held on November 28, 2023, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

**CALL TO ORDER (7:00 PM)**

Dalton called the Meeting to Order at 7:00 PM.

**ROLL CALL**

The following Board Members were present:

Darrell W. Dalton - Chairman, Callands-Gretna District  
Timothy W. Dudley - Vice-Chairman, Staunton River District  
Nancy K. Eanes - Dan River District  
Ronald S. Scarce - Westover District  
Robert M. Tucker, Jr. - Banister District; and  
Robert ("Bob") W. Warren - Chatham-Blairs District.

William V. ("Vic") Ingram - Tunstall District; participated remotely via phone due to vacation via cruise ship in the Caribbean.

**ITEMS TO BE ADDED TO AGENDA**

Motion to make the following revisions to the Agenda:

- Move item 12(a) to the Consent Agenda as item 7(o)
- Add Assistant Public Works Director under Matters from Work Session as item 13(a)
- Add Facilities Improvements as item 13(b)

**RESULT:** 7-0 (Approve)  
**MOVER:** Warren  
**SECONDER:** Dudley  
**AYES:** Dalton, Tucker, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**APPROVAL OF AGENDA**

Motion to approve Agenda.

**RESULT:** 7-0 (Approve)  
**MOVER:** Dudley  
**SECONDER:** Eanes  
**AYES:** Dalton, Tucker, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**CONSENT AGENDA**

Motion to approve Consent Agenda.

**RESULT:** 7-0 (Approve)  
**MOVER:** Tucker  
**SECONDER:** Warren  
**AYES:** Dalton, Tucker, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

- a. Board Meeting Minutes Approval (October)
- b. New Board Member Swearing-in/Reorganizational Meeting Date Approval (1/4/24)
- c. Resolution # 2023-11-02 Approval (School Land Sale Proceeds Retention for Renan Property)
- d. Residential Brush/Leaf Landfill Tipping Fee Waiver (for Duration of Burn Ban) Approval Ratification
- e. 2024 Board Legislative Priority Agenda Approval
- f. County's 2023 October Bill List Approval
- g. DOJ Sheriff Body Worn Cameras Grant Award Approval
- h. BIL Funding Award Acceptance Approval (Robin Court Waterline Extension Project)
- i. Sheriff Surplus Equipment Declaration/Distribution Approval
- j. Reappointment: IDA (Tunstall); (John Daniel)
- k. Reappointment: Planning Commission (Banister); (Colette Henderson)
- l. Ophelia Griffin Terry (Honoring 100th Birthday) Certificate Approval
- m. Resolution # 2023-11-01 Adoption (Honoring North Point Lane Fire First Responders)
- n. Certificate of Appreciation Approval (Dominion Energy Altavista Office; Wayside Park Benches)
- o. Sheriff/County MOA Renewal Execution Approval

### **PRESENTATIONS**

Ophelia Griffin Terry was present to accept a Certificate honoring her 100th Birthday, County First Responders were present to accept a Resolution honoring their hard work and dedication in their response to the North Pointe Lane Fire, and David Billings with Dominion Energy's Altavista Office was present to accept a Certificate of Appreciation for their donation of benches to Wayside Park.

### **HEARING OF THE CITIZENS**

Jim Scarce, Westover District, shared his concerns regarding recent events, and also urged citizens to begin attending these meetings so they can hold the officials accountable before it is too late.

Chuck Angier, Callands-Gretna, stated that over the summer he heard that a first responder was banned from SOVAH, and it was not true. He encouraged citizens to ask questions about why this was said.

Fred Curl, Chatham-Blairs District, shared his opinion on the new proposed County Jail beside his residence, and stated he does not agree with it.

Michael Kendrick, Tunstall District, voiced his concerns regarding the Axton Project and encouraged citizens to get involved with local government.

Vanessa Scarce, Tunstall District, stated that her hopes for this Board is that it can be a new day once the new Board is seated in January.

Jane Kendrick, Tunstall District, stated that the Board of Zoning Appeals Meeting that was held on November 13, 2023, did not have any type of Agenda posted, and she thought the Meeting was canceled.

Maurine Wood, Tunstall District, stated she recently moved here from Northern Virginia. She stated her shock to the reassessment notices that were mailed.

## **PUBLIC HEARINGS**

### **Rezoning Public Hearings**

#### **1. Public Hearing: Case R-23-026; Board of Supervisors Pittsylvania County, Virginia; Rezoning from A-1, Agricultural District, to M-2, Industrial District, Heavy Industry. The Planning Commission recommended by a 6-0 vote, with no opposition, that the petitioner's request be granted. (Supervisor Warren)**

In Case R-23-026, the Board of Supervisors Pittsylvania County, Virginia (“Petitioner”), has petitioned to rezone 32.26 acres from A-1, Agricultural District, to M-2, Industrial District, Heavy Industry (to allow for a public facility (correctional facility)). The subject property is located on U.S. Highway 29, in the Chatham-Blairs Election District, and shown on the Tax Maps as GPIN # 2423-19-0816. Once the property is rezoned to M-2, all uses listed under Pittsylvania County Code § 35-402 are permitted. On October 3, 2023, the Planning Commission recommended, by a 6-0 vote, with no opposition, that the Petitioner's request be granted.

Dalton opened the Public Hearing at 7:57 PM. County Staff, Sheriff Taylor, and Tony Bell were present to represent the Petition. No one signed up to speak and Dalton closed the Public Hearing at 7:58 PM.

Motion to approve the rezoning of 32.26 acres from A-1, Agricultural District, to M-2, Industrial District, Heavy Industry, to allow the property to be used for a public facility (correctional facility).

**RESULT:** 7-0 (Approve)  
**MOVER:** Warren  
**SECONDER:** Dudley  
**AYES:** Dalton, Tucker, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

#### **2. Public Hearing: Case R-23-027; Connie Sue Gardner Horsley; Rezoning from A-1, Agricultural District, and R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 6-0 vote, with no opposition, the Petitioner's request. (Supervisor Ingram)**

In Case R-23-027, Connie Sue Gardner Horsley (“Petitioner”) has petitioned to rezone 43.00 acres from A-1, Agricultural District, and R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow for the placement of a doublewide mobile home). The subject property is located on Primitive Baptist Road West, in the Tunstall Election District, and shown on the Tax Maps as GPIN # 1461-62-5579. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On October 3, 2023, the Planning Commission recommended, by a 6-0 vote, with no opposition, that the Petitioner's request be granted.



Dalton opened the Public Hearing at 8:03 PM. No one signed up to speak and Dalton closed the Public Hearing at 8:03 PM.

Motion to approve the rezoning of 43.00 acres from R-1, Residential Suburban Subdivision District, and A-1, Agricultural District, to A- 1, Agricultural District, to allow a doublewide to be placed on the property.

**RESULT:** 7-0 (Approve)  
**MOVER:** Ingram  
**SECONDER:** Tucker  
**AYES:** Dalton, Tucker, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**Other Public Hearings**

**1. Public Hearing: Pittsylvania County Code Amendments, Chapter 18 (Subdivision Ordinance)**

On August 15, 2023, the Board adopted amendments to Pittsylvania County Code ("PCC") Chapter 35, Division 7. Residential Planned Unit Development District ("RPD"), reducing minimum lots sizes, allowing private streets to be utilized to provide access to certain uses upon Board approval, and increased density. Currently, PCC Chapter 18, Subdivision Ordinance, requires a minimum of fifty (50) feet of road frontage on a state-maintained road for all properties that are governed by the Ordinance. Without the adoption of the attached proposed PCC revisions, this requirement would supersede the amendments made to the County's Zoning Ordinance, eliminating the possibility for the property to be subdivided. This Public Hearing was duly advertised in the *Chatham Star Tribune* on November 15 and 22, 2023.

Dalton opened the Public Hearing at 8:07 PM. Jane Kendrick, Tunstall District, shared her concerns and questioned why this is being adopted now instead of in December when The Berkley Group will hold their Meeting regarding the mass Zoning Ordinance re-write. Dalton closed the Public Hearing at 8:10 PM.

Motion to postpone this item until the December Meeting.

**RESULT:** 7-0 (Approve)  
**MOVER:** Warren  
**SECONDER:** Eanes  
**AYES:** Dalton, Tucker, Warren, Scarce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**2. Public Hearing: Pittsylvania County Code Chapter 25(J) Revision Approval (Small Purchases Threshold Increase)**

County Purchasing Manager, Connie Gibson, is requesting that the County's Small Purchase threshold be increased due to the following:

- Prices have increased significantly over the last three (3) years.
- The supply chain is consistently backlogged, and a variety of vendors is needed without increased

work by County Staff to acquire three (3) bids.

-Many purchases are needed because of the nature (Landfill, Public Works, B&G etc..) of the County Department, which must receive quotes for just about every purchase needed. It is time-consuming to try to find vendors that will give the County bids. Vendors are limited in our region/area for the needs of the Department.

-Vendors do not want to spend time giving the County quotes on such small purchases (depending on their goods/services). It is expected that the County will receive more quotes from vendors if the County increases the threshold. After researching more than seventeen (17) other governmental agencies (Cities/Counties), the County's Small Purchase threshold amounts appear to be out of line with other agencies.

Dalton opened the Public Hearing at 8:22 PM. No one signed up to speak and Dalton closed the Public Hearing at 8:22 PM.

Motion to approve the revisions as requested, but also increasing \$5,000 to \$10,000, then \$10,000 - \$25,000, and \$25,000 - \$100,000.

**RESULT:** 7-0 (Approve)  
**MOVER:** Warren  
**SECONDER:** Tucker  
**AYES:** Dalton, Tucker, Warren, Searce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**MATTERS FROM WORK SESSION**

**a. Assistant Public Works Director**

Motion to instruct the County Administrator to proceed with hiring the Assistant Public Works Director, that is already budgeted for, and to include Adcock in this hiring process.

**RESULT:** 7-0 (Approve)  
**MOVER:** Warren  
**SECONDER:** Dudley  
**AYES:** Dalton, Tucker, Warren, Searce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

**b. Facility Improvements**

Motion to approve the facility improvements as discussed in the Work Session.

**RESULT:** 7-0 (Approve)  
**MOVER:** Warren  
**SECONDER:** Dudley  
**AYES:** Dalton, Tucker, Warren, Searce, Dudley, Ingram, Eanes  
**NAYS:** None  
**ABSTAIN:** None

## **BOARD MEMBER REPORTS**

- Tucker thanked McFarland and Keesee for their hard work at the Tyson Grand Opening Event. He also thanked the citizens of his District for electing him and stated he is ready to continue business for the County.
- Scarce thanked everyone who supported him through his election, and stated he plans to continue to stay involved in County business.
- Warren thanked County Staff and stated he has had the pleasure of working with them the past eight (8) years. He also congratulated the winners of the past election, at the State level, and all the way down to the local Board of Supervisors and hopes the Board can move forward and agree to disagree to make good and sound decisions for the County. Warren thanked the individuals that ran but did not get elected, because it takes a lot to run for office. He is looking forward to Bowman taking over the Chatham-Blairs seat and feels confident in the selection for that District.
- Dudley recognized Staff and all those who were recognized at the meeting, including all the Fire and Rescue representatives. He thanked everyone who supported him in this election, and stated he was able to meet a lot of really great people.
- Eanes thanked County Staff who keep the Board going, and recognized Hunt for keeping the Board on track and out of trouble. She thanked citizens for coming out and encouraged everyone to consider the citizens when serving in these positions and appreciates the opportunity to serve in this capacity.
- Ingram stated November 7, 2023, was a very special day; not only was it election day, but it was his anniversary. He recognized Tyson and is excited about them coming to the County, and stated he is thankful for the Fire and Rescue agencies.
- Dalton thanked everyone for coming out to the Meeting, for the County Staff, and the Fire and Rescue agencies for what they do. Dalton had the opportunity to attend the Youth Fishing Day at Wayside and supports this being a yearly event. He also thanked Keesee and McFarland for their hard work for the Tyson Grand Opening Event, and thanked all those who ran in this past election.

## **COUNTY ADMINISTRATOR REPORTS**

Turille thanked Arnold for his work and handling issues as they arise, and for his dedication to the Reassessment and Jail Project. He thanked Patsy Budd for her hard work on the Reassessment Project as well.

## **ADJOURNMENT**

Dalton adjourned the Meeting at 8:45 PM.

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	County's 2023 November Bill List Approval		
<b>Staff Contact(s):</b>	Kim VanDerHyde		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	7.b.
<b>Attachment(s):</b>	None		
<b>Reviewed By:</b>	JVH		

### **SUMMARY:**

At each Board Business Meeting, the County's Auditors recommend the Board review and approve payments made by the County as oversight of County Fund expenditures. For the Board's review and consideration, the County's November 2023 Bill List is found at the below link:

<https://weblink.pittgov.net/WebLink/Browse.aspx?id=491938&dbid=0&repo=PittGovDocs>

### **FINANCIAL IMPACT AND FUNDING SOURCE:**

Not applicable.

### **RECOMMENDATION:**

County Staff recommends the Board approve the County's 2023 November Bill List as presented.

### **MOTION:**

"I make a Motion approving the County's 2023 November Bill List as presented."

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	Resolution # 2023-12-01 Adoption ( <i>Jail Reimbursement</i> )					
<b>Staff Contact(s):</b>	Kim VanDerHyde					
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	7.c.			
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td colspan="2">Pittsylvania - 2023 - Reimbursement Resolution (for Jail Facilities) - 304279497-v1-c</td> </tr> </table>			1.	Pittsylvania - 2023 - Reimbursement Resolution (for Jail Facilities) - 304279497-v1-c	
1.	Pittsylvania - 2023 - Reimbursement Resolution (for Jail Facilities) - 304279497-v1-c					
<b>Reviewed By:</b>	JVH					

### **SUMMARY:**

The County is working with Moseley Architects to start the process for construction of the new County jail. By December 31, 2023, Moseley plans to submit the County's Community Based Corrections Plan ("CBCP") to the Department of Corrections ("DOC"). The DOC will review this plan and determine if the Commonwealth of Virginia should cover twenty-five percent (25%) of the eligible costs associated with the construction of the new County jail. Design work for the new County jail will occur in FY 2026 for construction to begin in FY 2027. Financing for the new County jail will occur near the end of FY 2027. For the Board's review and consideration, Resolution # 2023-12-01, attached, allows the County to begin incurring costs for the new County jail and be reimbursed for said costs once financing is complete.

### **FINANCIAL IMPACT AND FUNDING SOURCE:**

Financing for the new County jail will occur in FY 2026. Costs incurred for the new County jail prior to financing will be paid with County General Fund monies and be reimbursed with borrowed funds once the new County jail financing is complete.

### **RECOMMENDATION:**

County Staff recommends the Board adopt attached Resolution # 2023-12-01.

### **MOTION:**

"I make a Motion adopting attached Resolution # 2023-12-01."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS**

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**RESOLUTION # 2023-12-01**

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**RESOLUTION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES WITH  
PROCEEDS OF A BORROWING**

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**VIRGINIA:** The following Resolution was presented and adopted at the Board of Supervisors of Pittsylvania County, Virginia’s (“Board”), Business Meeting on December 19, 2023:

**WHEREAS,** the County of Pittsylvania, Virginia (“County”), intends to acquire, construct, equip and develop capital improvements for a new jail facility (“Project”); and

**WHEREAS,** plans for the Project have advanced, and the County expects to advance funds to pay expenditures related to the Project (“Expenditures”) prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt obligations or taxable obligations, or both.

**NOW THEREFORE, BE IT OFFICIALLY RESOLVED BY THE BOARD:**

1. The County intends to utilize the proceeds of tax-exempt obligations or taxable obligations (“Obligations”) in an amount not currently expected to exceed \$55,403,461 to pay or reimburse the costs of the Project.
2. The County intends that the proceeds of the Obligations be used to reimburse the County for Expenditures made with respect to the Project on or after the date that is no more than 60 days prior to the date of this Resolution. As of the date hereof, the County reasonably expects that it will reimburse the Expenditures with the proceeds of the Obligations.
3. Each Expenditure was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Obligations, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the County so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the County.

4. The County intends to make a reimbursement allocation, which is a written allocation by the County that evidences the County's use of proceeds of the Obligations to reimburse an Expenditure, no later than 18 months *after the later of* (a) the date on which the Expenditure is paid or (b) the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid; provided, however, that such timing limitations are subject to the applicability of (x) Treasury Regulations Section 1.150-2(d)(2)(ii) related to expenditures by "small issuers" (based on the year of issuance and not the year of expenditure), and (y) Treasury Regulations Section 1.150-(d)(2)(iii) related to expenditures for "long-term" construction projects requiring at least five years to complete.

5. The County recognizes that the limitations set forth in the foregoing paragraphs 2 and 4 do not apply to:

(a) "preliminary expenditures" (as such term is used in Treasury Regulations Section 1.150-2(f)(2)) up to an amount not in excess of 20% of the aggregate issue price of the Obligations that finance or are reasonably expected to finance the Project for which the preliminary expenditures were incurred;

(b) costs of issuance of any Obligations; and

(c) "de minimis" amounts (which shall not in the aggregate exceed the lesser of \$100,000 or 5% of the proceeds of the Obligations).

6. The County intends that the adoption of this Resolution confirms the "official intent" within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution shall take effect immediately upon its passage.

Given under my hand and adopted this 19<sup>th</sup> day of December, 2023.

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Darrell Dalton, Chairman  
Pittsylvania County Board of Supervisors

ATTEST:

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Stuart J. Turille, Clerk  
Pittsylvania County Board of Supervisors

**VOTE**

Darrell Dalton, Chairman \_\_\_\_\_  
Tim W. Dudley, Vice-Chairman \_\_\_\_\_  
Ronald S. Searce \_\_\_\_\_  
Nancy K. Eanes \_\_\_\_\_  
William V. ("Vic") Ingram \_\_\_\_\_  
Ronald S. Searce \_\_\_\_\_  
Robert ("Bob") W. Warren \_\_\_\_\_

**Ayes** \_\_\_\_\_      **Nays** \_\_\_\_\_      **Abstentions** \_\_\_\_\_



# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	Opioid Abatement Authority Grant Approval		
<b>Staff Contact(s):</b>	Kim VanDerHyde		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	7.d.
<b>Attachment(s):</b>	None		
<b>Reviewed By:</b>	JVH		

### **SUMMARY:**

The County has the ability to apply for a Grant through the Opioid Abatement Authority ("OAA") to be used to help mitigate the opioid crisis in the County and the City of Danville, Virginia ("Danville"), area. The County is currently receiving direct opioid distribution settlement funds from the OAA. Cities and Counties are encouraged to follow the "Gold Standard" set forth by the OAA to ensure that these funds are used to treat, prevent, or reduce opioid disorders and misuse of opioids through evidence-based methods, programs or strategies. Direct settlement funds received by the County have been used to help fund the renovation of a new crisis intervention center in Danville and to fund the operation of a new Drug Treatment Court. The County and the City are both applying to receive a grant from the OAA to continue to fund operations at the Drug Treatment Court.

### **FINANCIAL IMPACT AND FUNDING SOURCE:**

The County intends to utilize all available funds from the OAA to continue to fund the Drug Court and no local match is needed for this Grant.

### **RECOMMENDATION:**

County Staff recommends the Board approve applying for the OAA Grant and to approve the appropriation of said funds should the Grant be awarded.

### **MOTION:**

"I make a Motion approving County Staff to apply for the OAA Grant and to approve the appropriation of said funds should the Grant be awarded."

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	Moses Building Facility Improvements Contract Award		
<b>Staff Contact(s):</b>	Chris Adcock		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	7.e.
<b>Attachment(s):</b>	1.	ESA - Pittsylvania County v2	
<b>Reviewed By:</b>	JVH		

### **SUMMARY:**

In 2022, the County contracted with Ameresco, an Energy Savings Company, to audit all County buildings (except schools) to identify energy-saving measures and projects. The audit identified and recommended many energy savings and facility improvement projects at several County-owned buildings. Due to the cost of all the identified projects, and the immediate needs and conditions present at the Sheriff's Office ("Moses Building"), County Staff presented a reduced-scope project to the Board at the November Work Session that would address just the Moses Building. The project includes a variable refrigerant flow HVAC system for the entire Moses Building, significant electrical upgrades, and new, energy-efficient windows. The Board was in consensus to move forward with this reduced-scope project, but directed County Staff to go back to Ameresco and try to negotiate some additional cost savings prior to approval. After discussion, Ameresco offered an additional \$50,000 in savings, in addition to the \$20,000 allowance for cosmetic repairs (paint, patching, etc.). For the Board's review and consideration, attached is a contract with Ameresco for the Moses Building project.

### **FINANCIAL IMPACT AND FUNDING SOURCE:**

The total project cost is \$1,541,993.00. County Staff will seek financing for the project (most likely in conjunction with some other County projects).

### **RECOMMENDATION:**

County Staff recommends approval of the attached Ameresco contract.

### **MOTION:**

"I make a Motion authorizing the County Administrator to execute the attached contract with Ameresco."

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**ENERGY SERVICES AGREEMENT**

**by and between**

**Pittsylvania County, Virginia**

**and**

**AMERESCO, INC.**

**Dated as of \_\_\_\_\_ 20\_\_**

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## ENERGY SERVICES AGREEMENT

**THIS ENERGY SERVICES AGREEMENT** (this “*Agreement*”) is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between Pittsylvania County, Virginia, having its principal place of business located at 1 Center Street, Chatham, VA 24531 (“*Customer*”) and Ameresco, Inc., having its principal place of business at 111 Speen Street, Suite 410, Framingham, Massachusetts 01701 (“*Ameresco*”). The Customer and Ameresco may be collectively referred to as the “*Parties*” and individually as a “*Party*.”

**WHEREAS**, Customer wishes Ameresco to perform a project (“*Project*”) consisting of certain energy conservation services and installations as set forth in Attachment B (as amended and/or otherwise modified from time to time as provided herein, the “*Scope of Services*”) at Customer’s facilities described in Attachment A (the “*Property*”), and Ameresco wishes to perform such services; and

**WHEREAS**, Customer owns the Property.

**NOW, THEREFORE**, in consideration of the covenants, representations, warranties, and mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### SECTION 1 Scope of Services.

**(a) Work:**

**(i) Preconstruction Services:** Ameresco has performed an Investment Grade Audit (“*IGA*”), dated as of July 31, 2023, of the Property as set forth in Attachment B. To the extent required, Ameresco will also assist Customer in obtaining financing for the Project.

**(ii) Construction Work:** Upon Ameresco’s receipt of (i) the Notice To Proceed (as defined in Section 4) and (ii) evidence of immediately available funds sufficient for the payment of the Contract Cost (as defined in Attachment F), Ameresco shall procure and/or furnish all labor, materials and equipment and perform all work required for the completion of the Scope of Services including the installation of the energy conservation measures as set forth in Attachment B (the “*ECMs*”). Customer and Ameresco shall mutually plan the scheduling of the construction work. The construction work will be planned to minimize the interruption of the daily routine of Customer’s staff except as permitted in writing by Customer. Nothing herein shall limit the ability of the Parties to mutually agree in writing to implement portions of the Scope of Work prior to evidence of funding for the full Contract Cost, but only to the extent Customer has evidence of immediately available funds for payment of said portion(s).

**(b) Disposal:** Ameresco, at its cost, shall (i) be responsible for disposal of all non-hazardous equipment and materials which are rendered useless and removed as a result of the installation of the ECMs and (ii) cause all lamps which are classified as hazardous wastes by the rules and regulations of the U.S. Environmental Protection Agency (40 CFR Parts 260 through 279) and PCB-contaminated ballasts, if any, which have been rendered useless and removed as a result of the installation of the ECMs to be transported and disposed of. All other existing PCB-contaminated ballasts, lamps and any other hazardous materials, however, shall remain the sole responsibility of Customer and Ameresco shall assume no liability whatsoever in connection with their removal, transportation and disposal.

(c) **Asbestos and Lead Paint:**

- (i) **Asbestos:** The Scope of Services is predicated on the viability of the Project without Ameresco encountering or disturbing asbestos or being required to perform any asbestos abatement or taking any other action with respect to asbestos, unless specifically noted in the Scope of Services. Under no other circumstances shall Ameresco be required to handle asbestos. Customer hereby represents and warrants to Ameresco that, to the best of its knowledge and belief, there is no asbestos in any area wherein Ameresco will be performing its services hereunder. In the event that Ameresco: (A) encounters any friable or non-friable asbestos which is in the immediate vicinity of its work, (B) determines that its work will result in the disturbance of asbestos material, or (C) determines that the presence of asbestos material will impede its work, Ameresco will notify Customer of the same and Customer will, at its cost, cause the asbestos to be promptly and properly removed, enclosed, encapsulated or otherwise abated in accordance with all applicable laws, regulations and guidelines, or alternatively, Customer, at its cost, may provide written test reports showing that asbestos in such area has been properly removed, enclosed encapsulated or otherwise abated in accordance with all applicable laws. In the event that Ameresco cannot determine whether any particular material does or does not contain asbestos, Customer, upon Ameresco's written request, shall, at Customer's cost, promptly perform tests or cause tests to be performed in order to determine whether or not such material contains asbestos and/or whether there are unacceptable levels of airborne particulate material containing asbestos and provide such test reports to Ameresco. In the event Ameresco encounters asbestos which materially affects its progress of the Project, Ameresco, at its option, may demobilize and cease construction in the area affected by the presence of such asbestos until such time as Customer performs the actions required to be performed by Customer as provided herein. In the event that Customer does not promptly take action, as provided herein, or notifies Ameresco that it will not take such action, Ameresco may, at its option, either remove the affected area from the Scope of Services (and make commensurate adjustments to the rights and obligations of the Parties) or terminate this Agreement in its entirety in accordance with Section 12(a). Customer shall be responsible for all costs (including termination) incurred by Ameresco that relate to the presence of asbestos.
- (ii) **Lead Paint:** The Scope of Services is predicated upon the viability of the Project without Ameresco encountering or disturbing lead paint or being required to perform abatement or providing any notice or taking any other action with respect to lead paint. Under no circumstances, shall Ameresco be required to perform services which cause the disturbance of lead paint. Customer hereby represents and warrants to Ameresco that, to the best of its knowledge and belief, that there is no lead paint in any area wherein Ameresco will be performing its services hereunder. In the event that Ameresco encounters any paint in any area where it is to perform services hereunder, which services will involve disturbing paint and Ameresco reasonably believes that such paint may be lead paint or such services will involve disturbing paint which is in a building constructed prior to 1978, Customer, upon Ameresco's written request, will, at Customer's cost, promptly perform tests or cause tests to be performed in order to determine whether or not such paint contains lead and will provide such test reports to Ameresco. In the event that such test reports demonstrate the presence of lead paint or Ameresco reasonably believes that performing its services under this Agreement is likely to cause the disturbance of lead paint in such a manner as to require Ameresco to provide any notification or take any actions pursuant to any federal, state or local laws, rules, regulations or guidelines and Ameresco notifies Customer of the same, Customer will, in either case, at its cost, cause the lead paint to be promptly and properly removed, or otherwise abated in accordance with all applicable laws and regulations. In the event that

lead paint materially affects the progress of the Project, Ameresco, at its option, may demobilize and cease construction in the area affected by the presence of lead paint until such time as Customer performs the actions required to be performed by Customer as provided herein. In the event that Customer does not promptly take action as provided herein or notifies Ameresco that it will not take such action, Ameresco may, at its option, either remove the affected area from the Scope of Services (and make commensurate adjustments to the rights and obligations of the Parties) or terminate this Agreement in its entirety in accordance with Section 12(a). Customer shall be responsible for all costs (including termination) incurred by Ameresco that relate to the presence of lead paint.

- (d) **Maintenance and Monitoring:** To the extent provided for in Attachment H, Ameresco will service and maintain during the Term (as defined in Section 5) the equipment scheduled on Attachment H, at a cost to Customer as set forth in Section 4 and Attachment F. Except for the ECMs (or other equipment) which are to be maintained by Ameresco, Customer, at its expense, shall be responsible for servicing and maintaining the ECMs (and such other equipment). To the extent provided for in Attachment E, Ameresco will supply such ongoing services during the Term at a cost to Customer as set forth in Section 4 and Attachment F.
- (e) **Compliance with Law:** Ameresco shall, at its expense, comply with and obtain all applicable licenses and permits required by federal, state and local laws in connection with (i) the installation of the ECMs and (ii) the operation and/or maintenance of the ECMs (to the extent that Ameresco agrees to perform such operations and/or maintenance services). In the event that Ameresco cannot procure any such license or permit in light of a requirement that Customer is required to do so, Customer shall promptly procure the same.
- (f) **Taxes:** Customer hereby represents and warrants to Ameresco that Customer is a governmental entity and that it shall cooperate with Ameresco and provide Ameresco with all appropriate documentation so that Ameresco may establish that it does not have to pay taxes, fees and assessments or other charges of any character which may be imposed or incurred by any governmental or public authority as an incident to title to, procurement, ownership of, or operation of the ECMs. Notwithstanding the foregoing, Customer shall pay (or, if applicable, reimburse Ameresco for the payment of) all property, sales taxes, use taxes or other fees and assessments associated with the Scope of Services. Customer shall have no liability for taxes measured by the net income of Ameresco.
- (g) **Non-Discrimination:** Ameresco agrees not to knowingly or willfully discriminate against any employee, or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex, sexual orientation, race, disability, color, religion, national origin, Vietnam era military service or ancestry in accordance with applicable federal, state or local laws.
- (h) **Standards of Service and Comfort:** Customer shall operate the ECMs in a manner that shall provide the standards of service and comfort provided for in Attachment J.
- (i) **Installation/Specifications:** Prior to the commencement of work hereunder, Ameresco may, at its option, provide (or Customer, at its option, may reasonably request to have Ameresco provide) a sample installation of, or written specification of, any ECM to be installed (each, a “**Sample**”). Customer shall furnish its written approval or disapproval of each Sample within ten (10) business days following Customer’s receipt of Ameresco’s written notice of installation and/or delivery of such Sample. Customer’s approval of such Sample shall be in substantially the form of Attachment K. If Customer disapproves any such Sample, Ameresco shall have the right to provide a substitute specification or ECM (each, a “**Substitution**”) which conforms to the



applicable specifications or is equivalent to any applicable Sample previously approved by Customer. Upon Customer's written approval of a Substitution, Ameresco may revise the Attachments to reflect each such Substitution. If Customer does not approve or disapprove of any Sample or Substitution within ten (10) business days following Customer's receipt of Ameresco's written notice thereof, then Customer shall be deemed to have given its approval of such Sample or Substitution, as applicable. If, however, Customer does not approve of any Substitution, the Parties hereby agree to negotiate a mutually acceptable solution. Customer shall not unreasonably withhold, condition or delay any approval provided for herein.

**(j) Duties, Obligations and Responsibilities of Ameresco:**

- (i)** All labor furnished under this Agreement shall be competent to perform the tasks undertaken, all materials and equipment provided shall be new and of appropriate quality and the completed work shall comply in all material respects with the requirements of this Agreement.
- (ii)** Ameresco shall maintain the Project site in a reasonably clean condition during the performance of the construction work set forth in Section 1(a).
- (iii)** Ameresco shall regularly clean the Project site of all debris, trash and excess material or equipment.
- (iv)** During the construction work set forth in Section 1(a), Ameresco shall permit Customer and/or any of its representatives to enter upon the Project site to review or inspect the construction work; provided, that in each case, the Customer and/or its representatives coordinate such review or inspection with Ameresco and agree to comply with all applicable federal, state and local safety laws, rules and regulations, including, without limitation, those promulgated by the U.S. Department of Labor Occupational Safety & Health Administration.
- (v)** Ameresco will provide equipment manuals and other appropriate information regarding equipment installed hereunder to Customer at or about the time of Substantial Completion (as defined in Section 4).

- (k) Environmental Attributes:** Customer agrees that Ameresco shall have the right to all environmental, energy, tax, financial, and electrical-related attributes, rights, credits, deductions, benefits and characteristics associated with or arising out of the transactions contemplated by this Agreement or associated with the ECMs or with the energy, capacity or electrical savings created under this Agreement, howsoever created or recognized. Customer shall provide Ameresco all reasonable assistance in perfecting its rights to such attributes, rights, deductions, credits, benefits and characteristics.

**SECTION 2 Ownership of and Security Interest in the ECMs.**

Ownership and title to each ECM or portion thereof, as applicable, shall automatically pass to Customer upon Ameresco's receipt of both (i) the executed Substantial Completion Certificate delivered pursuant to Section 4 for such ECM or portion thereof, and (ii) the indefeasible payment in full of all of Customer's payment obligations to Ameresco pursuant to such Substantial Completion Certificate for such installed ECM or portion thereof. Prior to satisfaction of the conditions set forth in (i) and (ii) in the previous sentence with respect to an ECM or portion thereof, title to each ECM and other personal property installed or incorporated into the ECMs shall at all times during the Term remain in the name of Ameresco. If, notwithstanding the intent of the Parties, Customer is deemed to hold title to the ECMs, and as security for the payment in full of the Contract Cost, Customer hereby assigns, transfers and grants

to Ameresco a security interest in all of the ECMs. Customer hereby authorizes Ameresco to file, from time to time, Uniform Commercial Code financing statements in such jurisdictions as may be necessary to perfect and maintain its security interest in the ECMs. If requested by Ameresco, Customer agrees to execute and deliver all further instruments and documents and take all further action that may be necessary in order to create, perfect and protect Ameresco's security interest in the ECMs and hereby irrevocably appoints Ameresco as Customer's attorney-in-fact with full power to sign such instruments and documents. Any provision in this Section to the contrary notwithstanding, ownership and title to an ECM shall automatically pass to Customer and Ameresco's security interest in such ECM shall be released and terminated, in each case without further action on either Party's part, upon Ameresco's receipt of both (i) the executed Substantial Completion Certificate (as defined in Section 4) for such ECM and (ii) the indefeasible payment in full of all of Customer's payment obligations to Ameresco for such ECM.

### **SECTION 3                      Financial Services.**

#### **(a)      Energy Performance Contract Municipal Lease and Option to Purchase Agreement:**

- (i)**      Customer hereby represents and warrants to Ameresco that Customer has adequate funds for payment of the Contract Cost, and for any portions which Customer may need to borrow, Customer intends to enter into a separate financing through a bond issuance, lease purchase, or similar structure ("**Financing**") with a third party finance company or other third party entity ("**Financer**"). With respect to subsequent fiscal years in which any payments to Ameresco are required to be made, Customer hereby agrees that it will make reasonable and diligent efforts to obtain and maintain funds from which such payments may be made, including making provisions for such payments to the extent necessary in each annual or supplementary budget submitted for the purpose of obtaining funds, and using reasonable efforts to have such portion of the budget approved.
- (ii)**     Customer agrees and acknowledges that its obligation to make the payments to Ameresco set forth in this Agreement are in no way contingent on the effectiveness of the Financing.
- (b)**      The Parties anticipate that the Annual Energy Savings (determined as provided in Attachment E) guaranteed hereunder pursuant to Section 6, shall be not less than the Annual Guaranteed Savings Amount (as defined in Section 6(a)). If, prior to receipt by Ameresco of the Notice to Proceed, any events, circumstances or developments cause or may have the effect of causing the project to not meet legislative requirements, then the Parties agree to mutually and reasonably attempt to negotiate a reduction or modification of the applicable construction costs by removing components of the ECMs to be otherwise installed hereunder in order to ensure that the legislative requirements are met. If the Parties cannot agree to such reduction or modification, then Customer and Ameresco shall each have the option, exercisable upon written notice to the other Party, to terminate this Agreement. In that regard, Customer acknowledges and agrees that Ameresco has incurred and will incur further costs and expenses relating to the preconstruction services described in Section 1(a)(i). If Customer or Ameresco exercises such option to terminate this Agreement, Customer shall pay Ameresco the audit fee set forth in the IGA in recognition of such preconstruction services.

### **SECTION 4                      Compensation and Monthly Progress Payments.**

- (a)**      For each month during the construction period of the Project following Customer's issuance to Ameresco of the notice to proceed substantially in the form of Attachment C (the "**Notice to Proceed**"), Customer shall make monthly progress payments to Ameresco based upon the percentage of the Project construction and equipment procurement completed at the end of each

month. Ameresco shall be paid the same percentage of the Contract Cost as such percentage of completion. Following the end of each month, during the construction period of the Project, Ameresco will provide to Customer an invoice together with a list in sufficient detail to reasonably identify construction and equipment procurement during such month. Within thirty (30) days after receipt of such invoice, Customer shall pay or cause to be paid to Ameresco the amount due under such invoice.

- (b) Within thirty (30) days following each successive twelve (12) month period beginning with the first day of the month following the date of the Final Delivery and Acceptance Certificate, Customer shall pay Ameresco the separate amounts provided for in Attachment F, if any, as an annual fee for monitoring services.
- (c) Within thirty (30) days following each successive twelve (12) month period beginning with the first day of the month following the date of the Final Delivery and Acceptance Certificate, Customer shall pay Ameresco the separate amounts set forth in Attachment F, if any, for maintenance (as described in Attachment H) and/or operations services, if any, as agreed by the Parties and to be performed or provided by Ameresco.
- (d) All amounts not paid to Ameresco on or before the due dates specified in Sections 4(a), (b) and (c) shall accrue interest at the rate of eighteen percent (18%) per annum for the number of days following each such due date until such time as such amount due has been paid in full. If Ameresco is prohibited by law from charging interest at the above rate but is instead limited by law to charging a maximum rate which is a lower rate, Ameresco shall charge interest at said lower rate.
- (e) Upon Substantial Completion of the installation of an ECM (or portion thereof, as applicable), Ameresco will deliver to Customer a substantial completion certificate in the form of Attachment I (the “**Substantial Completion Certificate**”). Within five (5) business days after receipt of each Substantial Completion Certificate, Customer shall complete, execute and deliver to Ameresco each such Substantial Completion Certificate. A delivery and acceptance certificate in the form of Attachment D (the “**Final Delivery and Acceptance Certificate**”) shall be executed by Customer and delivered to Ameresco within five (5) business days after the Substantial Completion of the installation of all the ECMs under this Agreement. As used in this Agreement, the term “**Substantial Completion**” shall mean that the subject ECM has been installed by Ameresco, and, if such ECM is equipment, such equipment is then operating in a manner such that Customer is deriving beneficial use thereof. Customer shall not unreasonably withhold, condition or delay the execution and delivery of any Substantial Completion Certificate or the Final Delivery and Acceptance Certificate.

## **SECTION 5                      Term.**

The term of this Agreement (the “**Term**”) shall begin on the date above first written and shall end on that date which is exactly one (1) year from the first day of the month following the date of Customer’s execution of the Final Delivery and Acceptance Certificate, unless this Agreement is terminated prior to such date, as provided for in Section 12, 14 or 32. Anything in this Agreement to the contrary notwithstanding, Customer shall not be relieved of its obligation to pay Ameresco when due all amounts which accrued prior to such termination.

## **SECTION 6                      Guarantee of Energy Savings.**

- (a) Ameresco hereby represents and warrants to Customer that the amount of the Annual Energy Cost Savings (as defined in Attachment E) shall equal or exceed the “**Guaranteed Savings**” (as specified in Table 6(a) below), over the Term (the “**Guarantee of Energy Savings**”).

*Table 6(a)*

<i>Year</i>	<i>Guaranteed Savings</i>
<i>1</i>	<i>\$3,958</i>

For purposes of the Guarantee of Energy Savings, the following assumptions and provisions shall apply:

- (i) Calculation of the Annual Energy Cost Savings, inclusive of energy savings and operational and maintenance cost savings, shall be performed under, and governed by, the methods, formulas, and procedures described in Attachment E.
  - (ii) As it relates to the Annual Energy Cost Savings and the Guarantee of Energy Savings, the term “*year*” shall mean the consecutive twelve (12) month period beginning with the first day of the month following the date of the Final Delivery and Acceptance Certificate (the “*Anniversary Date*”), and each similar twelve (12) month period thereafter during the Term.
  - (iii) The unit prices, including the escalation thereof, to be used to calculate the Annual Energy Cost Savings for the purposes of the Guarantee of Energy Savings are described in Attachment E.
  - (iv) The Guarantee of Energy Savings herein is subject to Customer maintaining the Standards of Service and Comfort set forth in Attachment J and performing its maintenance, operating and other obligations under this Agreement. If Customer fails to perform, or fails to properly perform, its obligations under this Agreement or interferes with, or permits any person to take any action which, in the reasonable opinion of Ameresco, prevents the achievement of the Annual Energy Cost Savings under the Guarantee of Energy Savings, then Ameresco may equitably adjust the Annual Energy Cost Savings during the period wherein savings were affected to reflect the same. Ameresco’s rights in this Section shall not be in limitation of any other rights it possesses under this Agreement.
- (b) Ameresco will perform and submit to Customer a guarantee reconciliation (“***Guarantee Reconciliation***”) for years as specified in Attachment E upon the later of (i) one hundred twenty (120) days after each Anniversary Date and (ii) sixty (60) days after Customer delivers to Ameresco all utility billing and other data necessary for Ameresco’s completion of the Guarantee Reconciliation. The Guarantee Reconciliation will include a calculation of the cumulative Annual Energy Cost Savings achieved in relation to the cumulative Guaranteed Savings for the period being reconciled.
- (c) Ameresco hereby guarantees that if the cumulative Annual Energy Cost Savings realized by Customer as of any Anniversary Date, as detailed in the Guarantee Reconciliation, is less than the cumulative Guaranteed Savings as of such Anniversary Date, then Ameresco will either (i) pay to Customer that amount (the “***Savings Shortfall***”) by which the cumulative Guaranteed Savings exceeds the cumulative Annual Energy Cost Savings, such payment to be made within sixty (60) days after the date of the Guarantee Reconciliation, or (ii) if Ameresco desires to rectify the Savings Shortfall through installation of additional ECM(s), Ameresco may provide Customer with a detailed description of such additional ECM(s) and the cost of the same, in which case, in lieu of receiving payment of the Savings Shortfall for the year in question, Customer may elect to request Ameresco to install such additional ECM(s) or modifications, at Ameresco’s sole expense and discretion, including the cost of any required energy auditing. When the Annual Energy Cost Savings in any year during the Guarantee Period exceed the Guaranteed Savings for such year,

and are in addition to those monies due Ameresco for compensation for measurement and verification services, such excess savings shall first be applied to reimburse Ameresco for any payment Ameresco made to Customer to meet Ameresco's guarantee for previous years in which there was a Savings Shortfall. In no event shall credit for excess savings be used to satisfy performance guarantees in future years.

- (d) In the event of early termination of this Agreement or of the measurement and verification services the Guarantee of Energy Savings will be terminated and the Guaranteed Savings shall be deemed achieved for the balance of the Guarantee Period. Unless such notice of termination is given at least ninety (90) days prior to the last day of the year then in effect, no Guarantee Reconciliation will be produced for such year.

#### **SECTION 7 Access to Property.**

During the Term, Customer shall provide Ameresco, its employees, agents and subcontractors access to the Property for the purpose of fulfilling Ameresco's obligations under this Agreement. Customer shall provide mutually satisfactory rent-free space for the installation and operation of the ECMs and shall protect such equipment in the same careful manner that Customer protects its own property.

#### **SECTION 8 Changes in Work.**

- (a) The quantity, quality, dimensions, type or other characteristics of the ECMs may be changed only by written consent of Customer and Ameresco (and, where required by the Lease, the Lessor), by the execution of a change order form in the form of Attachment G (a "**Change Order Form**"). In addition, the Scope of Services may be reduced or expanded including, without limitation, the addition or reduction of other energy efficiency measures and facilities not included within the ECMs scheduled on Attachment B by the execution and delivery of a Change Order Form.
- (b) Should Ameresco encounter subsurface or latent physical conditions at the site which differ materially from those indicated in the project documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, Ameresco shall give written notice to the Customer before any such condition is disturbed or further disturbed. The Customer will promptly investigate and, if it is determined that the conditions materially differ from those which Ameresco should reasonably have been expected to discover or anticipate, the Customer shall approve such changes in the Scope of Services as are necessary. If such differing conditions cause an increase or decrease in Ameresco's cost or time of performance, the parties shall negotiate an equitable adjustment to Ameresco's cost and/or time for performance, as the case may be and a Change Order shall be issued and executed by the Customer to reflect such adjustment(s).

#### **SECTION 9 Warranties.**

Ameresco warrants that the Work and all materials and equipment to be installed in the Project shall be free from defects in materials and workmanship arising from normal usage on an ECM by ECM basis for a period of one (1) year from the date of Substantial Completion of such ECM. Any manufacturers' warranties which exceed this one (1) year period shall be assigned to Customer to the extent allowed by the manufacturer. This section does not apply in any way to the Savings Guarantee. Except as provided in this Section 9, AMERESCO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO THE VALUE, DESIGN, AND CONDITION OR FITNESS FOR USE OR PARTICULAR PURPOSE OR MERCHANTABILITY, REGARDING THE WORK, THE EQUIPMENT, ECMS OR ANY SERVICES PROVIDED HEREUNDER.

## SECTION 10                      **Customer Role and Responsibilities.**

- (a)     **Operations:** Customer shall operate the equipment installed hereunder in accordance with the manufacturers' recommendations and any supplemental procedures supplied to Customer by Ameresco.
  
- (b)     **Maintenance:** Customer shall, at its expense, repair, operate and maintain the Property in good working order during the Term. Except as may otherwise be provided for in Attachment H, following the date of Substantial Completion of an ECM, Customer shall, at its expense, repair and maintain (i) the equipment and all other components which comprise the ECM and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECM.
  
- (c)     **Malfunctions:** Customer shall notify Ameresco immediately in the event of any malfunction in the operation of the ECMs or the equipment installed hereunder.
  
- (d)     **Protection of ECM:** Except in the case of emergency, Customer shall not remove, move, alter, turn off or otherwise significantly affect the operation of the equipment installed hereunder or the operation of the ECMs, or any individual part thereof, without the prior written approval of Ameresco, which approval shall not be unreasonably withheld. After receiving Ameresco's written approval, Customer shall proceed as instructed. Customer shall act reasonably to protect the ECMs from damage or injury, if, due to an emergency, it is not reasonable to notify Ameresco before acting. Customer agrees to protect and preserve the facility envelope and the operating condition of all ECMs, mechanical systems, and other energy consuming systems located on the Property.
  
- (e)     **Measurement System:** Customer shall not alter, move, modify or otherwise change the measurement and verification system or any component thereof without the prior written consent of Ameresco unless such action is in accordance with operating procedures provided by Ameresco.
  
- (f)     **Adjustment to Baseline:** If, in the reasonable opinion of Ameresco, Customer does not reasonably operate, maintain, repair or otherwise protect the ECMs and/or maintain the Property in good repair and good working condition, then Ameresco may equitably adjust the baseline, as referenced in Attachment E, for any increased energy usages at the Property.
  
- (g)     **Changes to Property or Addition of Equipment:** Customer shall notify Ameresco in writing at least thirty (30) days prior to making any change(s) to the Property that could reasonably be expected to have an effect on the energy usage at the Property including, without limitation, changes in (i) the hours, days or time of year that the Property is occupied or operated, (ii) the number of staff, faculty and students at the Property, (iii) the activities conducted at the Property and (iv) the equipment, the facilities, or the size of the Property. Customer shall notify Ameresco regarding increases, over time, in numbers and usage of "plug in" devices such as computers and printers. In the event that Ameresco receives such notification or otherwise determines that such a change has occurred, it will make the appropriate revisions to the Attachments or take such other action as may be provided for hereunder. Ameresco may also make retroactive adjustments where Customer has not provided timely notice and, in such instances, any payments made between the Parties shall be retroactively reconciled to reflect the changed baseline.
  
- (h)     **Energy Usage Data:** If requested in writing by Ameresco, Customer shall provide to Ameresco, on a monthly basis during the Term (and in any event, within thirty (30) days of its receipt of the same), copies of all energy bills, energy usage data, and any and all other such documentation maintained by Customer, as requested by Ameresco, which is necessary for Ameresco to determine and satisfy all of its obligations under this Agreement.

- (i) **Insurance and Risk of Loss or Damage:** Without limiting any of its obligations or liabilities under this Agreement, Customer shall, at its expense, provide and maintain at all times during the Term, sufficient insurance against the loss or theft of or damage to the ECMs, the related equipment and all components installed hereunder, for the full replacement value thereof. Customer's insurance shall be primary for any and all property damage during the performance of the work hereunder.

Customer assumes all risk of loss of or damage to the ECMs from any cause whatsoever except to the extent that such loss or damage was caused by the negligence of Ameresco. Upon damage to any item of the equipment installed hereunder or the ECMs, Customer shall promptly notify Ameresco and immediately place the same in good repair with the proceeds of any insurance received applied to the cost of such repair. If Customer determines that any item of the ECMs are lost, stolen, confiscated, destroyed or damaged beyond repair, Customer shall replace the same with like equipment in good repair in a timely fashion.

If at any time after the date of the Final Delivery and Acceptance Certificate and after Customer's complete payment to Ameresco in accordance with Section 4(a), as such amount may be modified from time to time in accordance with this Agreement, any fire, flood, other casualty, or condemnation renders a majority of the Property incapable of being occupied and renders the ECMs or the equipment installed hereunder inoperable and, in the case of a casualty, the affected portion of such ECMs or equipment is not reconstructed or restored within one hundred twenty (120) days from the date of such casualty, Ameresco and/or Customer may terminate this Agreement by delivery of a written notice to the other Party. Upon such termination, Customer shall pay Ameresco any amounts, or pro-rata portions thereof, accrued under Sections 4(b), (c) and (d) and (e) and Attachment F.

- (j) **Telephone and Internet:** Customer shall be responsible for installing and maintaining telephone lines and all associated costs, including internet/Ethernet charges, for the energy management system's telephone and communication lines. Ameresco may use Customer's LAN for the purposes of any energy management system that may be included in the Scope of Services.
- (k) **Protection:** Customer shall at all times act reasonably to protect the ECMs from damage, theft or injury to the same extent and in the same manner in which it protects its other property.
- (l) **Alteration:** Customer shall not move, alter or change the ECMs in any way that causes a reduction in the level of efficiency or savings generated by any ECM or the equipment installed hereunder without obtaining Ameresco's prior written approval which shall not be unreasonably withheld.
- (m) **Storage:** Customer shall provide reasonable rent free space for Ameresco and/or its subcontractors, to mobilize and store their supplies, tools and equipment during installation of the ECMs or other activities by Ameresco within the Property pursuant to this Agreement for which such storage may be required. Such storage space shall be provided with locking capacity reasonably acceptable to Ameresco. Only Ameresco and/or its subcontractors and Customer's assigned personnel shall have access to the storage. Customer assumes no responsibility nor will Customer provide any additional security for the storage provided.
- (n) **Fuel:** Customer shall procure and pay for all energy, fuel and other utilities for the operation of the Property.
- (o) **Cooperation during Construction:** Customer shall reasonably cooperate in relocating occupants, staff, personnel, furniture and equipment and taking such other actions as may be

necessary by Customer in order to prepare space for work by Ameresco to enable Ameresco to timely perform its obligations hereunder.

**SECTION 11 Defaults by Customer and Ameresco.**

- (a) Customer shall be in default under this Agreement upon the occurrence of any of the following:
- (i) Customer fails to pay when due any amount to be paid under this Agreement and such failure continues for a period of five (5) business days after notice of overdue payment is delivered by Ameresco to Customer; or
  - (ii) any representation or warranty made by Customer in this Agreement or in any writing delivered by Customer pursuant hereto proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or
  - (iii) Customer fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of written notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Customer does not commence and diligently pursue to cure such failure and effects as soon as possible; or
  - (iv) Customer enters into or is placed into receivership, or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against Customer under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days.
- (b) Ameresco shall be in default under this Agreement upon the occurrence of either of the following:
- (i) Ameresco fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure or effects of such failure within thirty (30) days of receipt of written notice of default, unless such failure or effects of such failure cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Ameresco does not commence and diligently pursue to cure such failure as soon as possible; or
  - (ii) Ameresco enters into or is placed into receivership, or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against Ameresco under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days.



## **SECTION 12 Remedies for Defaults.**

- (a) In the event Customer defaults under this Agreement, Ameresco may:
- (i) bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of direct damages, (including amounts past due), and/or bring an action in equity for specific performance; or
  - (ii) require Customer to pay (and Customer agrees that is shall pay) all out-of-pocket costs and expenses incurred by Ameresco as a result (directly or indirectly) of the event of default and/or Ameresco's exercise of its remedies under this Agreement, including, without limitation, any attorneys' fees and expenses and all costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any ECMs; or
  - (iii) without recourse to legal process, Ameresco may terminate this Agreement by delivery of written notice of termination.
- (b) In the event Ameresco defaults under this Agreement, Customer may terminate this Agreement and bring an action in law for direct damages.

## **SECTION 13 Dispute Resolution**

Claims, disputes, or other matters in controversy ("**Claims**") arising out of or related to the Agreement or the Project shall be subject to mediation as a condition precedent to any and all remedies at law or in equity. If during the term of this Agreement a Claim arises concerning the Project or this Agreement, a representative from management of both Parties shall meet in person or by phone within ten (10) business days after either Party gives the other Party written notice of the Claim (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved party's position and its proposal for resolution of the Claim. If the Claim is not resolved within 30 calendar days after the first meeting of the Parties, then the Parties shall endeavor to resolve the Claim by mediation. A request for mediation shall be made in writing and delivered to the other Party. The request may be made concurrently with the filing of any and all remedies at law or in equity but, in such event, mediation shall proceed in advance of any proceedings filed in a judicial forum, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of time by agreement of the parties or court order.

The Parties shall share the fees of the mediation equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve the Claim through informal dispute resolution or mediation, either Party is free to pursue any other available remedy in law or at equity.

## **SECTION 14 Termination.**

At any time after the date of the Final Delivery and Acceptance Certificate, Customer may terminate this Agreement upon thirty (30) days prior written notice to Ameresco, provided that Customer has paid to Ameresco all amounts due as set forth in Section 4 (including, without limitation, pro-rata portions thereof accrued under Sections 4(b), (c) and (d) and on Attachment F (other than amounts due for future performance by Ameresco).

Termination of this Agreement for any reason shall terminate Ameresco's obligations with respect to the

Guarantee of Energy Savings, including any obligation to make payments pursuant to the Guarantee.

## **SECTION 15 Insurance.**

Ameresco shall provide and maintain, at its expense, the following minimum insurance coverage where reasonable market availability for such insurance exists:

- (a) Workers' Compensation and Employer's Liability Insurance at the level required by law.
- (b) Commercial General Liability Insurance, including contractual liability: Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million.
- (c) Commercial Automobile Liability Insurance, including owned, non-owned and hired automotive equipment: \$1 million combined single limit
- (d) Umbrella Liability Insurance \$5 million
- (e) Ameresco shall, after receipt of the Notice to Proceed and prior to the commencement of construction, deliver to Customer payment and performance bonds in a sum equal to the Contract Cost (the "**Payment and Performance Bonds**") with sureties licensed by the Commonwealth of Virginia and reasonably satisfactory to Customer. Such Payment and Performance Bonds shall be in form and substance reasonably satisfactory to Customer and shall be conditioned upon the faithful performance by Ameresco, for the implementation of the ECMs. The Payment and Performance Bonds shall only apply to the installation portion of this Agreement and do not apply in any way to energy savings guarantees, payments or maintenance provisions, except that the performance bond shall guarantee that the installation will be free of defective materials and workmanship for a period of twelve (12) months following completion and acceptance of the work.
- (f) Customer shall provide and maintain insurance as described in Section 10(i).
- (g) Ameresco shall deliver to Customer a certificate of insurance naming Customer as an additional insured party, evidencing the coverages provided under subsection (b) above, and providing Customer with at least thirty (30) days notice of cancellation (ten (10) days for notice of non-payment of premium).

## **SECTION 16 Indemnification.**

- (a) Anything in this Agreement to the contrary notwithstanding, neither Party nor its respective officers, directors, agents, employees, parent, subsidiaries or affiliates or their officers, directors, agents or employees shall be liable to any other Party, or its parent, subsidiaries, affiliates, officers, directors, agents, employees, successors or assigns, or their respective insureds, for any incidental, indirect, punitive or consequential damages, connected with or resulting from performance or non-performance of this Agreement (irrespective of whether such claim of liability is based upon breach of warranty, strict liability, tort, contract, operation of law or otherwise) or anything done in connection therewith including, without limitation, claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), or increased expense of, reduction in or loss of power generation production or equipment used therefor.
- (b) Ameresco's total aggregate liability for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorney's fees) arising out of this Agreement from all causes or any causes, regardless of the legal theory under which liability is imposed, shall in all cases be limited

to the sum of the payments received by Ameresco under Section 4. Such causes shall include, but not be limited to, Ameresco's negligence, errors, omissions, strict liability, breach of contract, warranty, breach of warranty or any indemnified claims.

- (c) Ameresco agrees to indemnify and hold Customer harmless from and against any and all third party claims for damages but only to the extent such damages arise by reason of bodily injury, death or damage to property caused by Ameresco's negligence or willful misconduct. In no event, however, shall Ameresco be obligated to indemnify Customer to the extent that any such injury or damage is caused by the negligence of Customer or any entity for which Customer is legally responsible.
- (d) Customer agrees to indemnify and hold harmless Ameresco, its officers, agents and employees, from and against any and all third party claims for damages but only to the extent such damages arise by reason of bodily injury, death or damage to property caused by Customer's negligence or willful misconduct. In no event, however, shall Customer be obligated to indemnify Ameresco to the extent that such injury or damage is caused by the negligence of Ameresco or any entity for which Ameresco is legally responsible.

#### **SECTION 17 Agreement Interpretation and Performance.**

The interpretation and performance of this Agreement, and the interpretation and enforcement of the rights of the Parties hereunder, shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia. In the event of any ambiguity or conflict in meaning, the terms of this Agreement shall not be construed against the drafting Party based upon that Party's having drafted this Agreement.

#### **SECTION 18 Privileged and Proprietary Information.**

Ameresco's systems, means, cost, and methodologies of evaluating, implementing, accomplishing and determining energy savings and the terms of this Agreement for the Project shall be considered privileged and proprietary information. Customer shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information. Customer shall not disclose such proprietary information without the express written consent of an officer of Ameresco unless required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law (the "**FOIA**"), Customer shall provide prompt verbal and written notice to Ameresco such that Ameresco will have the opportunity to timely object under the FOIA should it desire to object to such disclosure of that information in whole or in part. In the event that Customer is required to make a filing with any agency or other governmental body, which includes such information, Customer shall notify Ameresco and cooperate with Ameresco in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that Customer be permitted to redact portions of such information, as Ameresco may designate, from that portion of said filing which is to be made available to the public.

#### **SECTION 19 Severability.**

Any term or provision of this Agreement that is declared invalid by any court of competent jurisdiction, shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

#### **SECTION 20 Assignments and Subcontracting.**

- (a) Ameresco may use subcontractors and/or subconsultants in meeting its obligations hereunder and as set forth in Attachment F.

- (b) Customer shall not assign, transfer, or otherwise dispose of, in whole or in part, this Agreement, the ECMs, or any interest therein, or sublet or lend the ECMs or permit the ECMs to be used by anyone other than Customer and Customer's employees without the prior express written consent of Ameresco (or, if applicable, the Lessor) such consent not to be unreasonably withheld, conditioned or delayed. If Customer transfers ownership of or its interest in the Property without the prior written consent of Ameresco, this Agreement shall terminate automatically.
- (c) Ameresco shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of Customer, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, Ameresco may assign, without the prior written consent of Customer, its (i) rights and obligations under this Agreement, in whole or in part, to any affiliated or associated company of Ameresco and (ii) rights for payments under this Agreement to any financial institution, lender or investor in connection with a leasing or financing arrangement for the ECMs. Ameresco will notify Customer ten (10) business days prior to any such assignment and Customer agrees to acknowledge receipt of such notice in writing within three (3) business days after such notice.

## **SECTION 21           Waiver.**

The failure of either Party to require compliance with any provision of this Agreement shall not affect that Party's right to later enforce the same. It is agreed that the waiver by either Party of performance of any term of this Agreement or of any breach thereof will not be held or deemed to be a waiver by that Party of any subsequent failure to perform the same or any other term or condition of this Agreement or any breach thereof.

## **SECTION 22           Force Majeure.**

- (a) If either Party shall be unable to carry out any part of its obligations under this Agreement (except Customer's obligation to make payments when due) due to causes beyond its control ("**Force Majeure**"), including but not limited to an act of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts of terrorism, epidemic, pandemic, orders or restraints of any kind of the government of the United States or any state or any of their departments agencies or officials or any other civil governmental, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, drought, landslide, or explosion or nuclear emergency, this Agreement shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:
  - (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;
  - (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
  - (iii) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;
  - (iv) the non-performing Party uses reasonable efforts to remedy its inability to perform; and
  - (v) the Term, at Ameresco's option, shall be extended for a period equal to the number of days that the Force Majeure prevented the non-performing Party from performing.

- (b) Any decision by Customer to close or change the use of the facilities or ECMs at the Property shall not constitute a Force Majeure excusing Customer's performance under this Agreement.

**SECTION 23 Contract Documents.**

- (a) Upon execution of this Agreement by both Parties, this Agreement and its Attachments (including the IGA attached as a part of Attachment B) shall constitute the entire Agreement between the Parties relating to the subject matter hereof, and shall supersede all proposals, previous agreements, discussions, correspondences, and all other communications, whether oral or written, between the Parties relating to the subject matter of this Agreement.
- (b) Section headings used herein are for the convenience of reference only and are not to be construed as a part of this Agreement.
- (c) This Agreement may not be modified or amended except in writing signed by the Parties.
- (d) The Scope of Services may be expanded by mutual consent of the Parties to include subsequent phases of work at the Property or at other Customer facilities. In such case, the Parties shall enter into a written agreement, which may be in the form of an amendment to this Agreement, to set forth the rights and obligations of the Parties, such written agreement to be in form and substance acceptable to both Parties.

**SECTION 24 Notices.**

All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder (other than regularly scheduled payments) shall be deemed properly given or made upon receipt if delivered in person or sent by electronic facsimile with regular mail follow-up, or two business days after being deposited in the mail if sent by registered or certified mail, return receipt requested, postage prepaid, or the next business day if sent by overnight delivery service, in each case, addressed as follows:

**OWNER**  
1 Center Street  
  
Chatham, VA 24531  
Attention: Chris Adcock  
Public Works Director

**AMERESCO, INC.**  
101 Constitution Avenue NW; Suite  
525  
Washington, D.C. 20001  
Attention: Nicole Bulgarino  
Executive Vice President

With a copy to: General Counsel at the  
same address

Either Party may change such address from time to time by written notice to the other Party.

**SECTION 25 Records.**

To assist Ameresco in its performance of this Agreement, Customer shall (to the extent it has not already done so) furnish (or cause its energy suppliers and transporters to furnish) to Ameresco, upon its request, accurate and complete data (kept by Customer or Customer's energy suppliers and transporters in the regular course of their respective businesses) concerning energy usage for the existing facilities at the Property. Such records shall include, without limitation, the following data for the most current thirty-six (36) month period: (i) utility records; (ii) occupancy information; (iii) descriptions of any changes in building structure or heating, cooling or other systems or energy requirements; (iv) descriptions of all

energy consuming or saving equipment used on Property; and (v) descriptions of all energy management procedures presently utilized. If requested by Ameresco, Customer shall also provide any prior energy analyses of the Property to the extent reasonably available.

**SECTION 26 Representations and Warranties.**

Each Party warrants and represents to the other that:

- (a) it has all requisite power, authority, licenses, permits and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- (b) its execution, delivery and performance of this Agreement have been duly authorized by, and are in accordance with, as to Ameresco, its organic instruments and, as to Customer, by all requisite municipal, city council or other action and are not in breach of any applicable law, code or regulation;
- (c) this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes its valid and binding obligation;
- (d) its execution, delivery and performance of this Agreement shall not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected;
- (e) it has not received any notice of, nor to the best of its knowledge there is no, pending or threatened violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform its obligations hereunder; and
- (f) the persons executing this Agreement are duly authorized to do so.
- (g) Customer represents and warrants to Ameresco that Customer has obtained all necessary governmental, legal, administrative and any other approval necessary for it to enter into this Agreement.

**SECTION 27 Independent Contractor.**

Nothing in this Agreement shall be construed as reserving to Customer any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Ameresco. The entire control or direction of such business and operations shall be in and shall remain in Ameresco, subject only to Ameresco's performance of its obligations under this Agreement. Neither Ameresco nor any person performing any duties or engaged in any work on the Property on behalf of Ameresco shall be deemed an employee or agent of Customer. Nothing in this Section shall be deemed to be a waiver of Customer of the right to use its property. Customer and Ameresco are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither Party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

**SECTION 28 Additional Representations and Warranties of Customer.**

Customer hereby warrants and represents to Ameresco that:

- (a) Customer intends to continue to use the Property in a manner reasonably similar to its present

use;

- (b) Customer does not intend to make any changes to the electrical and thermal consumption characteristics of the Property from those which existed during the base period except as may have been disclosed in writing by Customer to Ameresco prior to the date of this Agreement;
- (c) Customer has provided Ameresco with all records heretofore requested by Ameresco (and, in that regard, Ameresco acknowledges that it has received base period data from Customer which appear to be complete as of the date of this Agreement) and that the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement shall be, true and accurate in all material respects except as may be disclosed by Customer in writing;
- (d) Customer has not entered into any contracts or agreements for the Property with persons or entities other than Ameresco regarding the provision of the services referenced herein.
- (e) Since the date of the IGA, there has been no change, event, circumstance or development that has or could reasonably be expected to have a material adverse effect on (i) the operation or condition of the Property, (ii) the energy usage at the Property, or (iii) the ability of Customer to perform its obligations hereunder.

**SECTION 29                   Absence of Fraud or Collusion.**

Ameresco hereby certifies, by its execution of this Agreement, that no official or employee of Customer has any pecuniary interest in this Agreement or in the expected profits to arise hereunder, and that this Agreement is made in good faith without fraud or collusion with any other person involved in the bidding process.

**SECTION 30                   Negligent/Wrongful Acts.**

It is understood and agreed that neither Party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties.

**SECTION 31                   Further Documents and Events.**

The Parties shall execute and deliver all instruments and documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement. Ameresco agrees to execute and deliver all documents reasonably required to release any lien held by Ameresco or its assignees upon the termination of this Agreement and payment of all amounts required to be paid by Customer to Ameresco pursuant to this Agreement. Customer agrees to execute and deliver all documents which may be required by an entity which provides funds for any financing contemplated herein and to cooperate with Ameresco in obtaining such funds. Customer agrees to execute and deliver all instruments and documents which may be required to obtain all licenses, permits and governmental approvals required by Ameresco for installation and operation of the ECMs. Customer agrees that Ameresco shall have the right to all environmental, energy, tax, financial, and electrical-related attributes, rights, credits, benefits and characteristics associated with or arising out of the transactions contemplated by this Agreement or associated with the ECMs or with the energy, capacity or other electrical savings created under this Agreement, howsoever created or recognized in the United States, any political subdivision thereof or any foreign jurisdiction (other than dollar savings realized by Customer from reductions in Customer's energy use or other operating costs). Customer shall provide Ameresco all reasonable assistance in perfecting its

rights to such attributes, rights, credits, benefits and characteristics. Ameresco's obligations hereunder are subject to obtaining all such required licenses, permits and governmental approvals.

## **SECTION 32            Non-Appropriation**

**(a)** Customer shall take all necessary and timely action during the Term to obtain funds and maintain appropriations sufficient to satisfy its obligations under this Agreement (the "**Obligations**") including, without limitation, providing for the Obligations in each required budget submitted to obtain applicable appropriations, using its best efforts to obtain approval of such budget, and exhausting all available reviews and appeals in order to effectuate an appropriation sufficient to satisfy the Obligations.

**(b)** Ameresco and Customer agree that upon the occurrence of all the events described in subparagraphs (i) through (iv) below (collectively, the "**Non-Appropriation Occurrence**") that Customer may terminate this Agreement in accordance with this Section 32 (subject to the limitations and effect as set forth in (c) below).

**(i)** An authorized governmental action, or non-action, of the Board of Supervisors of Customer, including a Board of Supervisors to be constituted in the future, shall have resulted in the lack of an appropriation of funds sufficient to satisfy the Obligations and Customer shall have provided Ameresco a true, correct and complete copy of a document describing such action.

**(ii)** Customer shall have exhausted all available funds and have no funds available from any other source to satisfy the Obligations.

**(iii)** Customer shall have provided written notice to Ameresco of the governmental action resulting in the lack of appropriations of funds (as described in subsection (i)) within twenty (20) days of Customer's knowledge thereof.

**(iv)** Customer shall have fully performed its obligations described in subsection (a) above.

**(c)** If this Agreement is terminated following a Non-Appropriation Occurrence, Customer and Ameresco agree that during the Term (as would otherwise have been in effect): (i) Customer shall not purchase, lease, rent, engage the services of an agent or independent contractor or otherwise pay for the use of a system or equipment performing functions or services similar to those performed by the ECMs installed pursuant to this Agreement and (ii) if Customer receives an appropriation of funds which permits Customer to purchase, lease, rent, engage the services of an agency or independent contractor, or otherwise pay for the use of a system or equipment performing functions or services similar to those performed by the ECMs installed pursuant to this Agreement, upon receipt of such funds such other obligations shall immediately be rescinded and Customer shall satisfy the Obligations then owed to Ameresco prior to Customer's appropriation of such funds for the purpose of paying any other payee(s).

**(d)** Customer shall provide notice to Ameresco of its election to terminate no later than thirty (30) days in advance of the end of the then current Guarantee Year (determined as provided in Section 6). The termination shall become effective on the last day of said Guarantee Year. The termination of this Agreement by Customer shall release Ameresco from its obligation to provide maintenance, monitoring and training services after the effective date of termination, as well as its obligation to provide the Guarantee of Energy Savings after the termination date; provided, however, that Customer is responsible for payment for maintenance, monitoring and training services performed in accordance with the terms of this Agreement prior to the termination date and Ameresco shall remain responsible for any savings guarantee payments due



Customer pursuant to Section 6(c), prior to the date of termination.

**SECTION 33 Third Party Beneficiaries.**

Except as may be specifically provided for in this Agreement, the Parties hereto do not intend to create any rights for, or grant any remedies to, any third party beneficiary of this Agreement.

**SECTION 34 Notifications of Governmental Action - Occupational Safety and Health.**

The Parties agree to notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of federal, state or local law rule or regulation relating in any way to the undertakings of either Party under this Agreement.

**SECTION 35 References.**

Unless otherwise stated all references to a particular “*Attachment*” or to “*Attachments*” are to the referenced Attachment or Attachments which are attached to this Agreement and all such referenced Attachments are incorporated by reference within this Agreement. All references herein to a Section or subsection shall refer to a Section or a subsection, as the case may be, of this Agreement unless this Agreement specifically provides otherwise.

\* \* \* \* \*

**IN WITNESS WHEREOF**, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

**CUSTOMER**

**AMERESCO, INC.**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

*[Signature page to Energy Services Agreement]*

**ATTACHMENT A**

**PROPERTY DESCRIPTION**

The following buildings, facilities, and areas, which are owned and operated by Customer, (the “Property”) are included in the Scope of Services detailed in Attachment B:

<b>Facility</b>	<b>Address</b>
Moses Building	21 North Main St.; Chatham, VA 24531

**ATTACHMENT B**

**SCOPE OF SERVICES**

**DESCRIPTION OF THE ENERGY CONSERVATION MEASURES (“ECMs”)  
AND EQUIPMENT**

This Attachment B provides a description of existing equipment and the ECMs and related equipment to be installed by Ameresco at the facilities scheduled on Attachment A. Installation of the ECMs and the included equipment is subject to change if Ameresco discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate, or significantly affect Ameresco’s anticipated economic benefit or the Guarantee of Energy Savings.

This Attachment B includes by reference the IGA dated as of [12/14/23] for the Property and submitted under separate cover.

The following table summarizes the ECMs recommended and described in the IGA that are incorporated into the Scope of Services:

<b>Facility</b>	<b>VRF System</b>	<b>Window Replacements</b>	<b>Allotment for Building Repairs</b>	
Moses Building	X	X	X	

**ATTACHMENT C**

**NOTICE TO PROCEED**

[PLACE ON CUSTOMER LETTERHEAD]

Nicole Bulgarino  
Executive Vice President  
Ameresco, Inc.  
101 Constitution Avenue NW; Suite  
525  
Washington, D.C. 20001

**SUBJECT: NOTICE TO PROCEED**

Dear Mrs. Bulgarino:

In accordance with Section 1(a) of the Energy Services Agreement (the “*ESA*”) dated as of December 14, 2023, by and between Pittsylvania County, Virginia (“*Customer*”) and Ameresco, Inc. (“*Ameresco*”), Customer hereby submits to Ameresco this Notice to Proceed in relation to the Scope of Services as defined in the ESA.

Sincerely,

By: \_\_\_\_\_  
Duly Authorized Signatory  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT D**

**FINAL DELIVERY AND ACCEPTANCE CERTIFICATE**

[PLACE ON CUSTOMER LETTERHEAD]

Nicole Bulgarino  
Executive Vice President  
Ameresco, Inc.  
101 Constitution Avenue NW; Suite  
525  
Washington, D.C. 20001

Re: Energy Services Agreement (the “**ESA**”; capitalized terms used and not defined herein shall have the meanings given to such terms in the ESA) dated as of \_\_\_\_\_, 2020 by and between \_\_\_\_\_ (“**Customer**”) and Ameresco, Inc. (“**Ameresco**”)

Dear Mrs. Bulgarino:

Customer hereby acknowledges its receipt and acceptance of all ECMs described in Attachment B of the ESA as installed and in good working condition.

Sincerely,

By: \_\_\_\_\_  
Duly Authorized Signatory  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date accepted: \_\_\_\_\_

**ATTACHMENT E**

**DETERMINATION OF ENERGY COST SAVINGS**

Section 4 of the IGA is incorporated herein by reference.

**ATTACHMENT F**

**CONTRACT COST AND ANNUAL SERVICES**

(a) **Contract Cost:** Customer shall pay to Ameresco, an amount equal to **One Million Five Hundred and Forty One Thousand Nine Hundred Ninety Three Dollars** and No Cents (\$1,541,993) (the “*Contract Cost*”) in accordance with the terms described in Section 4 of this Agreement. The Contract Cost includes the preconstruction services described in Section 1(a)(i) of this Agreement.

(b) **Operations and/or Maintenance:** There are no maintenance services provided by Ameresco under this Agreement.

(c) **Measurement and Verification:** The annual fees for measurement and verification services provided under this Agreement are set forth below, payable as provided in Section 4.4(b), and are in addition to the above Contract Cost.

<u>Year</u>	<u>M&amp;V Fee</u>
1	\$ 15,000



**ATTACHMENT G**

**CHANGE ORDER FORM**

(Request & Agreement for change in Plans and/or Specifications and/or Contract)

Change Request No.: \_\_\_\_\_

Customer: \_\_\_\_\_

Department: \_\_\_\_\_

Project No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_ Site: \_\_\_\_\_

Title: \_\_\_\_\_

**I. REQUEST**

Date: \_\_\_\_\_

(a) Requested by: \_\_\_\_\_

(b) Description of change: \_\_\_\_\_

\_\_\_\_\_

**II. AMERESCO'S AGREEMENT**

For all costs involved in this change including extensions of time herein requested Ameresco proposes to perform the work described in accordance with the provisions of the subject Agreement and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

**Payment shall be made on the basis of:**

(a) Predetermined lump sum total of: (add) (deduct) \$ \_\_\_\_\_

(b) Lump sum "not-to-exceed": (add) (deduct) \$ \_\_\_\_\_  
(Max. price based on contract or negotiated unit prices)

(c) Time & Material Basis "not-to-exceed": (add) (deduct) \$ \_\_\_\_\_  
(Computed in accordance with provisions of the Contract)

Place an "X" beside selected proposal method and strike out either (add) or (deduct) whichever does not apply. If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest shall be submitted per (c) above.

An extension of contract time of \_\_\_\_\_ calendar days to \_\_\_\_\_ is requested.

Ameresco: \_\_\_\_\_ by: \_\_\_\_\_ Date: \_\_\_\_\_  
(name and title) (signature)

**CUSTOMER APPROVAL:**

Date: \_\_\_\_\_

Customer \_\_\_\_\_

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

Title: \_\_\_\_\_

Contract Award	\$ _____
Previous Additions	\$ _____
Previous Deductions	\$ _____
Net Total	\$ _____
This Change	\$ _____
Total	\$ _____

**ATTACHMENT H**

**MAINTENANCE SERVICES**

There are no maintenance services provided by Ameresco under this agreement.

**ATTACHMENT I**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

<b>PROJECT NAME &amp; ADDRESS:</b> _____ _____ _____	<b>PROJECT NO.:</b> _____ <b>CONTRACT DATE:</b> _____ <b>DESCRIPTION:</b> _____ _____
---	--

The installation of [list each ECM being accepted with this certificate] under the Agreement has/have been reviewed and found to be substantially complete. The date of Substantial Completion of the forgoing ECM(s) is hereby established as:

**SUBSTANTIAL COMPLETION DATE:** \_\_\_\_\_

The date of Substantial Completion of an ECM is the date certified by Customer when such ECM is sufficiently complete in accordance with the Agreement so that Customer derives beneficial use thereof.

The Substantial Completion date set forth above is the date of commencement of applicable warranties for such ECM(s), as required by the Agreement. A list of items to be completed or corrected is identified below as punchlist items. The failure to include any items on such punchlist does not alter the responsibility of Ameresco to complete all work in accordance with the Agreement.

**CONTRACTOR: Ameresco, Inc., 111 Speen Street, Suite 410, Framingham, Massachusetts 01701**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
(type or print)

**CUSTOMER:**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
(type or print)

**PUNCHLIST ITEMS**

Attach additional page(s) as necessary. Number of pages attached \_\_\_\_\_.

## ATTACHMENT J

### STANDARDS OF SERVICE & COMFORT

In general, the space temperature will be maintained as follows:

Heating Season - (Sept. - May)

<b>Space</b>	<b>Maximum Average Temperature</b>
Occupied	70 deg F
Unoccupied	60 deg F
Storage area requiring heat	40 deg F, except where existing use does not permit
Areas not requiring heat	Minimum temperature required to prevent damage to the facility

Cooling Season (May - Sept.)

<b>Space</b>	<b>Minimum Average Temperature</b>
Occupied	75 deg F
Unoccupied	80 deg F
Storage area requiring heat	N/A
Areas not requiring heat	N/A

**ATTACHMENT K**  
**TEST INSTALLATION ACCEPTANCE LETTER**

[PLACE ON CUSTOMER LETTERHEAD]

Date \_\_\_\_\_

Mrs. Nicole Bulgarino  
Executive Vice President  
Ameresco, Inc.  
101 Constitution Avenue NW; Suite  
525  
Washington, D.C. 20001

Re: Energy Services Agreement (the “*ESA*”; capitalized terms used and not defined herein shall have the meanings given to such terms in the ESA) dated as of **December 14, 2023** by and between Pittsylvania County, Virginia (“*Customer*”) and Ameresco, Inc. (“*Ameresco*”)

Dear Mrs. Bulgarino:

Customer has reviewed samples of certain ECMs (as set forth on the list attached hereto) to be installed pursuant to the ESA. Customer hereby approves such ECMs and, if applicable, their respective lighting levels, for installation in Customer’s Property located at [\_\_\_\_\_]. Ameresco and its lenders may rely upon Customer’s approval herein for the purpose of procuring such ECMs to be used in the performance of the ESA.

Sincerely,

By: \_\_\_\_\_  
Duly Authorized Signatory  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	Short-Term Disability Benefit Subsidy Approval ( <i>New County Public Safety Employees</i> )		
<b>Staff Contact(s):</b>	Holly Stanfield		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	7.f.
<b>Attachment(s):</b>	None		
<b>Reviewed By:</b>	JVH		

### **SUMMARY:**

The County desires to start offering an additional Short-Term Disability Benefit ("STDB") for all new full-time Firefighters/EMT's for recruitment and retention purposes. To help with this effort, the County would subsidize seventy-percent (70%) of the cost of the maximum STDB of \$2,000 per month, which is offered by Mark III, the County's third-party benefits' administrator. The County will cover this benefit for two (2) years from the date of hire. For this first year, Firefighters/EMT's with less than two (2) years of County service would be offered this STDB beginning January 1, 2024. Said employees would be allowed this STDB for two (2) years from this date. New Firefighters/EMT's that fall under this STDB and choose to opt out of this coverage, will be required to sign a waiver stating that they were offered coverage and declined the STDB. At no time will the employee be able to elect the STDB after said waiver has been signed.

### **FINANCIAL IMPACT AND FUNDING SOURCE:**

The cost of this additional STDB is \$786 for FY 2024, and will come from the Public Safety Budget.

### **RECOMMENDATION:**

County Staff recommends the Board approve the additional STDB for Full-time Firefighters/EMT's effective January 1, 2024.

### **MOTION:**

"I make a Motion approving the additional STDB as presented."

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	December 22, 2023, Half-Day Work Holiday Approval		
<b>Staff Contact(s):</b>	Kaylyn McCluster		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	7.g.
<b>Attachment(s):</b>	None		
<b>Reviewed By:</b>	JVH		

### **SUMMARY:**

Supervisor Ingram has recommended an additional four (4) hours of Holiday time for County Staff for Friday, December 22, 2023, since County Offices are already scheduled to close at noon. This is allowed in the County's Personnel Plan and only needs Board approval.

### **FINANCIAL IMPACT AND FUNDING SOURCE:**

Not applicable.

### **RECOMMENDATION:**

County Staff recommends the Board approve an additional four (4) hours of Holiday time for County Staff on Friday, December 22, 2023.

### **MOTION:**

"I make a Motion approving an additional four (4) hours of Holiday time for County Staff on Friday, December 22, 2023."

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	Frances Inge Hardy Certificate Approval ( <i>Honoring 96th Birthday</i> )				
<b>Staff Contact(s):</b>	William Ingram				
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	7.h.		
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td>Certificate of Recognition - Frances Inge Hardy</td> </tr> </table>			1.	Certificate of Recognition - Frances Inge Hardy
1.	Certificate of Recognition - Frances Inge Hardy				
<b>Reviewed By:</b>	JVH				

### **SUMMARY:**

Frances Inge Hardy ("Hardy"), a Tunstall District resident, turned ninety-six (96) years old on August 21, 2023. For the Board's review and consideration, attached is a Certificate recognizing this remarkable achievement.

### **FINANCIAL IMPACT AND FUNDING SOURCE:**

Not applicable.

### **RECOMMENDATION:**

County Staff recommends the Board approve the attached Hardy Certificate.

### **MOTION:**

"I make a Motion approving the attached Hardy Certificate."



# *Certificate of Recognition*

The Pittsylvania County Board of Supervisors expresses its sincere congratulations to Ms. Frances Inge Hardy, of Danville, Virginia as she celebrated her 96th Birthday. Ms. Hardy was born on August 21, 1927 in Sycamore, Virginia, to Mason and Willie Inge. She attended school in Gretna, VA, in which she had to walk a mile through another farm and through the woods, cross a railroad track, and catch a bus on Route 29 just to get to school. She married Chelsey Oakes Hardy on March 24, 1948, and moved to Danville, VA later that year to work at Dan River Mills. Later, Chelsey worked as a City Fireman and Frances worked as a School Guard before working at Anderson Brothers as a seamstress and supervisor. She has two daughters, Cheryl Hall and Deborah Stowe, and she has been a member of Schoolfield Baptist Church for seventy (70) years. It is a great pleasure to send you best wishes and warmest congratulations on this amazing milestone, and we hope that your day was filled with everlasting joy and pleasure. Happy 96th Birthday!

*Frances Inge Hardy*

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Given this 19th day of December, 2023

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William "Vic" Ingram  
*Tunstall District*

**PITTSYLVANIA**  
COUNTY, VIRGINIA

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Darrell W. Dalton  
*Chairman*

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Resolution

<b>Agenda Title:</b>	Resolution # 2023-12-02 Adoption ( <i>Honoring Warren</i> )		
<b>Staff Contact(s):</b>	Kaylyn McCluster		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	7.i.
<b>Attachment(s):</b>	1.	2023-12-02 Robert W Warren	
<b>Reviewed By:</b>	JVH		

#### **SUMMARY:**

Robert W. Warren ("Warren") was elected as the Chatham-Blairs District Representative to the Pittsylvania County Board of Supervisors ("Board") in November 2015, and has served as such for the past eight (8) years. For the Board's review and consideration, attached is Resolution # 2023-12-02 recognizing Warren's invaluable service to the County.

#### **FINANCIAL IMPACT AND FUNDING SOURCE:**

Not applicable.

#### **RECOMMENDATION:**

County Staff recommends the Board adopt Resolution # 2023-12-02 as attached.

#### **MOTION:**

"I make a Motion adopting Resolution # 2023-12-02 as attached."

# PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

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## RESOLUTION # 2023-12-02

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### RESOLUTION OF APPRECIATION FOR ROBERT W. WARREN

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The Pittsylvania County Board of Supervisors (“Board”) adopted the following Resolution at its Business Meeting on December 19, 2023:

**WHEREAS**, Robert (“Bob”) W. Warren (“Warren”) was elected to the Board as the Chatham-Blairs District Representative in 2015, and held said office from January 1, 2016, through December 31, 2023; and

**WHEREAS**, Warren has tirelessly given his time and effort to improve Pittsylvania County, Virginia (“County”), by serving on the following Board subcommittees: Finance, Personnel, Property and Building, Legislative, Solid Waste, Agricultural Development, Computer/Radio/Telecommunications, BOS/School Joint Liaison, Fire and Rescue Policies and Procedures, Economic Development, and the Naming Committee; and

**WHEREAS**, as an appointed representative of the Board, Warren also served on the following other entities: Danville-Pittsylvania Regional Facility Authority, Local Elected Officials, Metropolitan Planning Organization, Pittsylvania County Social Services Board, Community Policy and Management Team, and the Danville-Pittsylvania Community Services Board; and

**WHEREAS**, Warren also served as Chairman in 2017, 2018, 2020, and 2021; and

**WHEREAS**, Warren has, by his dedication and leadership, faithfully and dutifully served the Board and the County citizens; and

**WHEREAS**, Warren will be best remembered for his common sense, support of County Staff, lofty financial acumen, and keen budget savvy.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Board and all County citizens express their sincerest appreciation to Warren for his outstanding service and exemplary leadership that has made him a significant figure in the County’s history, and wish him all the best in his future endeavors; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution be presented to Warren.

Given under my hand this 19<sup>th</sup> day of December, 2023.

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Darrell W. Dalton, Chairman  
Pittsylvania County Board of Supervisors

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Stuart J. Turille, Jr., Clerk  
Pittsylvania County Board of Supervisors

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Resolution

<b>Agenda Title:</b>	Resolution # 2023-12-03 Adoption ( <i>Honoring Scearce</i> )		
<b>Staff Contact(s):</b>	Kaylyn McCluster		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	7.j.
<b>Attachment(s):</b>	1.	2023-12-03 Ronald S Scearce	
<b>Reviewed By:</b>	JVH		

#### **SUMMARY:**

Ronald S. Scearce ("Scearce") was elected as the Westover District Representative to the Pittsylvania County Board of Supervisors ("Board") in November 2015, and has served as such for the past eight (8) years. For the Board's review and consideration, attached is Resolution # 2023-12-03 recognizing Scearce's invaluable service to the County.

#### **FINANCIAL IMPACT AND FUNDING SOURCE:**

Not applicable.

#### **RECOMMENDATION:**

County Staff recommends the Board adopt Resolution # 2023-12-03 as attached.

#### **MOTION:**

"I make a Motion adopting Resolution # 2023-12-03 as attached."

# PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

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## RESOLUTION # 2023-12-03

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### RESOLUTION OF APPRECIATION FOR RONALD S. SCEARCE

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The Pittsylvania County Board of Supervisors (“Board”) adopted the following Resolution at its Business Meeting on December 19, 2023:

**WHEREAS**, Ronald S. Scearce (“Scearce”) was elected to the Board as the Westover District Representative in 2015, and held said office from January 1, 2016, through December 31, 2023; and

**WHEREAS**, Scearce has tirelessly given his time and effort to improve Pittsylvania County, Virginia (“County”), by serving on the following Board subcommittees: Finance, Personnel, Property and Building, Legislative, Solid Waste, Computer/Radio/Telecommunications, BOS/School Joint Liaison, Economic Development, Fire and Rescue Policies and Procedures, Naming, and the Animal Welfare Facility Committee; and

**WHEREAS**, as an appointed representative of the Board, Scearce also served on the following other entities: Danville-Pittsylvania Regional Facility Authority, Metropolitan Planning Organization, Danville-Pittsylvania County Local Emergency Planning Commission, Pittsylvania County Social Services Board, West Piedmont Planning District Commission, Community Policy and Management Team, Fire/Rescue Emergency Medical Services Advisory Committee, Danville Utilities Commission, and the Fire and Rescue Commission; and

**WHEREAS**, Scearce also served as Vice-Chairman in 2018, 2020, and 2021; and

**WHEREAS**, Scearce has, by his dedication and leadership, faithfully and dutifully served the Board and the County citizens; and

**WHEREAS**, Scearce will be remembered for his fierce conservatism and adherence to strict Constitutional principles.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Board and all County citizens express their sincerest appreciation to Scearce for his outstanding service and exemplary leadership that has made him a significant figure in the County’s history, and wish him all the best in his future endeavors; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution be presented to Scearce.

Given under my hand this 19<sup>th</sup> day of December, 2023.

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Darrell W. Dalton, Chairman  
Pittsylvania County Board of Supervisors

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Stuart J. Turille, Jr., Clerk  
Pittsylvania County Board of Supervisors

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Resolution

<b>Agenda Title:</b>	Resolution # 2023-12-04 Adoption ( <i>Honoring Eanes</i> )		
<b>Staff Contact(s):</b>	Kaylyn McCluster		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	7.k.
<b>Attachment(s):</b>	1.	2023-12-04 Nancy K Eanes	
<b>Reviewed By:</b>	JVH		

#### **SUMMARY:**

Nancy K. Eanes ("Eanes") was appointed to the Board as the Interim Dan River District Representative on June 20, 2023. For the Board's review and consideration, attached is Resolution # 2023-12-04 recognizing Eanes' invaluable service to the County and its citizens.

#### **FINANCIAL IMPACT AND FUNDING SOURCE:**

Not applicable.

#### **RECOMMENDATION:**

County Staff recommends the Board adopt Resolution # 2023-12-04 as attached.

#### **MOTION:**

"I make a Motion adopting Resolution # 2023-12-04 as attached."

# PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

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## RESOLUTION # 2023-12-04

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### RESOLUTION OF APPRECIATION FOR NANCY K. EANES

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The Pittsylvania County Board of Supervisors (“Board”) adopted the following Resolution at its Business Meeting on December 19, 2023:

**WHEREAS**, Nancy K. Eanes (“Eanes”) was appointed to the Board as the Interim Dan River District Representative on June 20, 2023; and

**WHEREAS**, Eanes has tirelessly given her time and effort to improve Pittsylvania County, Virginia (“County”), by serving on the following Board subcommittees: Finance, Property and Building, and the Computer/Radio/Telecommunications Committee; and

**WHEREAS**, as an appointed representative of the Board, Eanes also served on the Dan River Business Development Center; and

**WHEREAS**, Eanes has, by her dedication and leadership, faithfully and dutifully served the Board and the County citizens; and

**WHEREAS**, Eanes will be remembered for her empathy, compassion towards all people --- especially children, and her even temper, and being a tireless environmental advocate for her constituents.

**NOW THEREFORE, BE IT HEREBY RESOLVED**, on behalf of the Board and all the citizens of the County, that the Board expresses its sincerest appreciation of Eanes for her outstanding service and exemplary leadership that has made her a significant figure in the County’s history, and wish her all the best in her future endeavors; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution be presented to Eanes.

Given under my hand this 19<sup>th</sup> day of December, 2023.

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Darrell W. Dalton, Chairman  
Pittsylvania County Board of Supervisors

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Stuart J. Turille, Jr., Clerk  
Pittsylvania County Board of Supervisors

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Resolution

<b>Agenda Title:</b>	Resolution # 2023-12-05 Adoption ( <i>Honoring Dudley</i> )		
<b>Staff Contact(s):</b>	Kaylyn McCluster		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	7.I.
<b>Attachment(s):</b>	1.	2023-12-05 Vice Chair Dudley	
<b>Reviewed By:</b>	JVH		

### **SUMMARY:**

Timothy W. Dudley ("Dudley") was elected as Vice-Chairman of the Board on January 3, 2023. Dudley has tirelessly given his time and effort to improve the County by serving as Vice-Chairman, and the Board expresses appreciation to Dudley for his outstanding service and exemplary leadership as Vice-Chairman. For the Board's review and consideration, Resolution # 2023-12-05 evincing the same is attached.

### **FINANCIAL IMPACT AND FUNDING SOURCE:**

Not applicable.

### **RECOMMENDATION:**

County Staff recommends the Board adopt Resolution # 2023-12-05 as attached.

### **MOTION:**

"I make a Motion adopting Resolution # 2023-12-05 as attached."



# PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

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## RESOLUTION # 2023-12-05

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### RESOLUTION OF APPRECIATION FOR TIMOTHY W. DUDLEY

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The Pittsylvania County Board of Supervisors (“Board”) adopted the following Resolution at its Business Meeting on December 19, 2023:

**WHEREAS**, Timothy W. Dudley (“Dudley”) was elected as Vice-Chairman of the Board on January 3, 2023, and has served as Vice-Chairman for the past year; and

**WHEREAS**, Dudley has tirelessly given his time and effort to improve Pittsylvania County, Virginia (“County”), by serving in the capacity as Vice-Chairman; and

**WHEREAS**, Dudley has, by his dedication and leadership, faithfully and dutifully served the Board and County citizens.

**NOW THEREFORE, BE IT HEREBY RESOLVED**, on behalf of the Board and all County citizens, that the Board expresses its sincerest appreciation to Dudley for his outstanding service and exemplary leadership as Vice-Chairman; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution be presented to Dudley.

Given under my hand this 19<sup>th</sup> day of December, 2023.

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Darrell W. Dalton, Chairman  
Pittsylvania County Board of Supervisors

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Stuart J. Turille, Jr., Clerk  
Pittsylvania County Board of Supervisors



**BOARD OF SUPERVISORS  
EXECUTIVE SUMMARY**

**Resolution**

<b>Agenda Title:</b>	Resolution # 2023-12-06 Adoption ( <i>Honoring Dalton</i> )		
<b>Staff Contact(s):</b>	Kaylyn McCluster		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	7.m.
<b>Attachment(s):</b>	1.	2023-12-06 Chairman Dalton	
<b>Reviewed By:</b>	JVH		

**SUMMARY:**

Darrell W. Dalton ("Dalton") was elected Board Chairman of the Board on January 3, 2023. Dalton has tirelessly given his time and effort to improve the County by serving as Chairman, and the Board expresses appreciation to Dalton for his outstanding service and exemplary leadership as Chairman. For the Board's review and consideration, Resolution # 2023-12-06 evincing the same is attached.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

Not applicable.

**RECOMMENDATION:**

County Staff recommends the Board adopt Resolution # 2023-12-06 as attached.

**MOTION:**

"I make a Motion adopting Resolution # 2023-12-06 as attached."

# PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

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## RESOLUTION # 2023-12-06

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### RESOLUTION OF APPRECIATION FOR DARRELL W. DALTON

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The Pittsylvania County Board of Supervisors (“Board”) adopted the following Resolution at its Business Meeting on December 19, 2023:

**WHEREAS**, Darrell W. Dalton (“Dalton”) was elected as Chairman of the Board on January 3, 2023, and has served as Chairman for the past year; and

**WHEREAS**, Dalton has tirelessly given his time and effort to improve Pittsylvania County, Virginia (“County”), by serving as Chairman; and

**WHEREAS**, Dalton has, by his dedication and leadership, faithfully and dutifully served the Board and County citizens.

**NOW THEREFORE, BE IT HEREBY RESOLVED**, on behalf of the Board and all County citizens, that the Board expresses its sincerest appreciation to Dalton for his outstanding service and exemplary leadership as Chairman; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution be presented to Dalton.

Given under my hand this 19<sup>th</sup> day of December, 2023.

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Timothy W. Dudley, Vice-Chairman  
Pittsylvania County Board of Supervisors

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Stuart J. Turille, Jr., Clerk  
Pittsylvania County Board of Supervisors

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Information Only

<b>Agenda Title:</b>	General Presentations <i>(Board of Supervisors)</i>		
<b>Staff Contact(s):</b>	Kaylyn McCluster		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	8.a.
<b>Attachment(s):</b>	None		
<b>Reviewed By:</b>	JVH		

The Board will present any Proclamations, Resolutions, and/or Certificates approved/adopted on the December Consent Agenda or at previous Meetings.

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS

### EXECUTIVE SUMMARY

#### Public Hearing

<b>Agenda Title:</b>	Case CP-23-001: Amending the County's Comprehensive Plan Future Land Use Map From Industrial to Mixed Commercial/Industrial. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Comprehensive Plan Future Land Use Map be amended. (Supervisor Eanes)						
<b>Staff Contact(s):</b>	Emily Ragsdale						
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	10.a.1.				
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td>CP-23-001 BOS</td> </tr> <tr> <td>2.</td> <td>Growth Node Area 2023.10.20</td> </tr> </table>			1.	CP-23-001 BOS	2.	Growth Node Area 2023.10.20
1.	CP-23-001 BOS						
2.	Growth Node Area 2023.10.20						
<b>Reviewed By:</b>	JVH						

#### **SUMMARY:**

County Staff was instructed by the Board to consider a proposed amendment to the County's Comprehensive Plan Future Land Use Designation Map from Industrial to Mixed Commercial/Industrial for twenty-one (21) parcels, totaling 224.53 acres, located on or off of State Road 360/ Old Richmond Road and U.S. Highway 29/Danville Expressway, in the Dan River Election District. The properties are currently designated as suitable for industrial uses in the County's Comprehensive Plan. After conversations with the County's Economic Development Department, it was determined that this land is better suited for commercial uses. For future rezonings to be supported, enabling commercial uses in this area and allowing the properties to be utilized for their highest and best use, the County's Future Land Use Designation in the County's Comprehensive Plan needs to be changed. On November 9, 2023, the Planning Commission recommended by a 7-0 vote, with no opposition, that the County's Comprehensive Plan Future Land Use Map be amended. This Public Hearing was duly advertised in the *Chatham Star Tribune* on December 6 and 13, 2023. For the Board's review and consideration, related documentation is attached.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

None.

**RECOMMENDATION:**

Following the conducting of the legally required Public Hearing, County Community Development Staff recommends the Board approve the amendments to the County's Comprehensive Plan Future Land Use Map as presented.

**MOTION:**

"I make a Motion approving the amendments to the County's Comprehensive Plan Future Land Use Map as presented."

## STAFF SUMMARY

<b><u>CASE</u></b> CP-23-001	<b><u>ZONING REQUEST</u></b> Industrial to Mixed Commercial/Industrial	<b><u>CYCLE</u></b> November 2023
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> The Board of Supervisors are proposing to amend the Comprehensive Plan Future Land Use Designation Map from Industrial to Mixed Commercial/Industrial		<b>PLANNING COMMISSION:</b> November 13, 2023  <b>BOARD OF SUPERVISORS:</b> November 28, 2023  <b>ADVERTISED:</b> October 25, 2023 & November 1 & November 15 & 22, 2023
<b>DISTRICT:</b> Dan River		

### **SUBJECT**

The Planning Commission will hold a public hearing to gather public input on the proposed amendment of the Comprehensive Plan Future Land Use Designation Map from Industrial to Mixed Commercial/Industrial initiated by the Board of Supervisors of Pittsylvania County for twenty-one (21) parcels, totaling 224.53 acres, located on or off of State Road 360/ Old Richmond Road and US Highway 29/Danville Expressway and shown on the Tax Maps as GPIN #s 2328-95-6960, 2328-95-7822, 2328-95-8280, 2328-95-9467, 2328-95-9585, 2328-97-6639, 2338-03-1793, 2338-04-0302, 2338-05-0056, 2338-05-0135, 2338-05-0256, 2338-05-0676, 2338-05-0773, 2338-05-0888, 2338-05-0980, 2338-05-1413, 2338-05-3600, 2338-05-3666, 2338-05-3775, 2338-05-5127 and 2338-14-7104.

### **BACKGROUND/DISCUSSION**

The Board of Supervisors has initiated a proposed amendment to the Comprehensive Plan Future Land Use Designation Map from Industrial to Mixed Commercial/Industrial for twenty-one (21) parcels, totaling 224.53 acres, located on or off of State Road 360/ Old Richmond Road and US Highway 29/Danville Expressway. The properties are currently designated as suitable for Industrial uses in the Comprehensive Plan. After conversations with Pittsylvania County's Economic Development Department, it was determined that this land is better suited for Commercial uses. In order for future rezonings to be supported, enabling commercial uses in this area, the Future Land Use Designation in the Comprehensive Plan would have to be changed.

### **FUTURE LAND USE DESIGNATION**

The Comprehensive Plan designates the future land use as Industrial.

### **RECOMMENDATION**

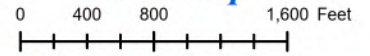
Staff recommends APPROVAL of Case CP-23-001 as submitted.

### **PLANNING COMMISSION OPTIONS:**

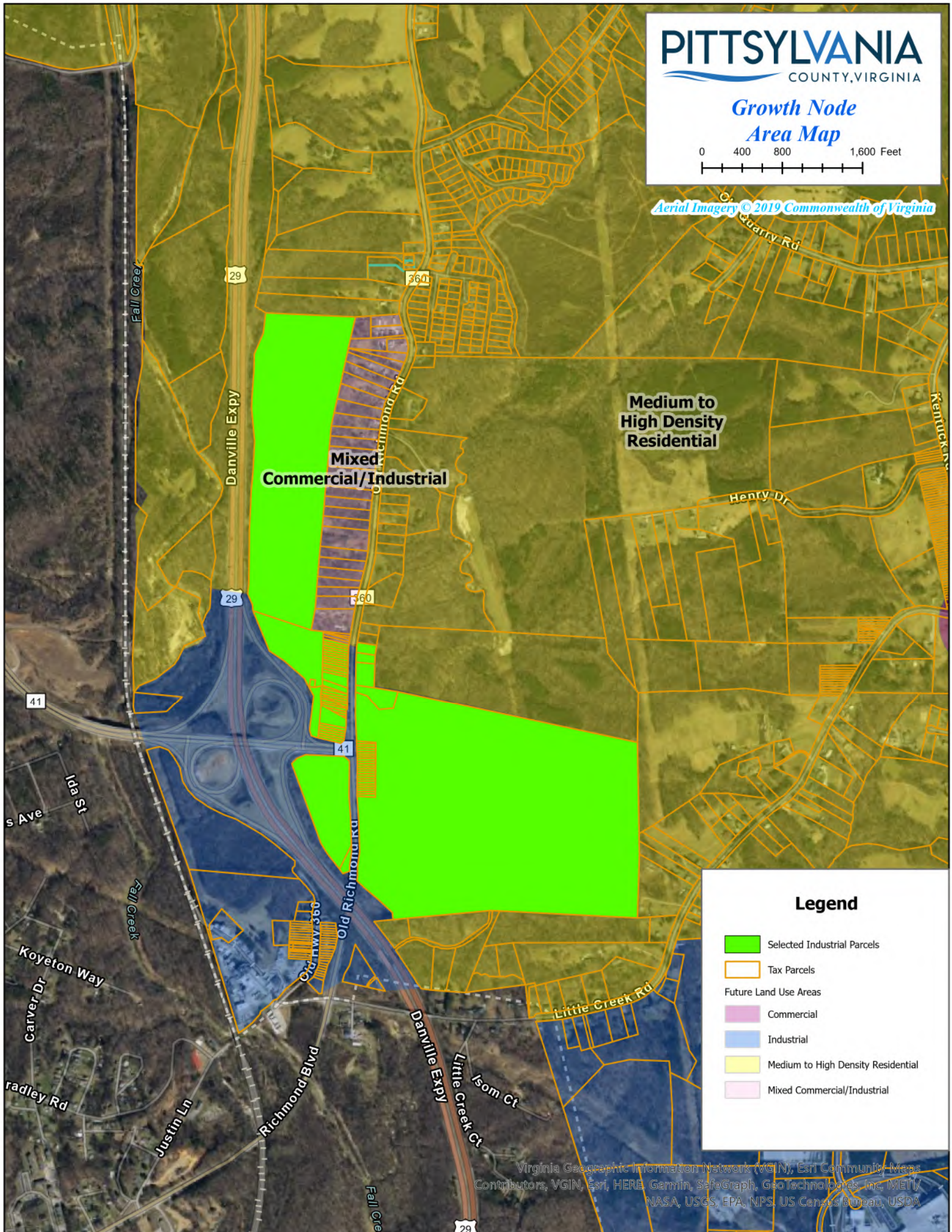
1. Recommend approval of Case CP-23-001 as submitted.
2. Recommend denial of Case CP-23-001 as submitted.



*Growth Node  
Area Map*



Aerial Imagery © 2019 Commonwealth of Virginia



**Legend**

- Selected Industrial Parcels
- Tax Parcels
- Future Land Use Areas**
  - Commercial
  - Industrial
  - Medium to High Density Residential
  - Mixed Commercial/Industrial



# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS

### EXECUTIVE SUMMARY

#### Rezoning Case

<b>Agenda Title:</b>	Case R-23-028: John and Tina Stein; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioners' request be granted. (Supervisor Ingram)								
<b>Staff Contact(s):</b>	Emily Ragsdale								
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	10.a.2.						
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td>R-23-028 John Stein App</td> </tr> <tr> <td>2.</td> <td>R-23-028 John Stein Map</td> </tr> <tr> <td>3.</td> <td>R-23-028 John Stein Plat</td> </tr> </table>			1.	R-23-028 John Stein App	2.	R-23-028 John Stein Map	3.	R-23-028 John Stein Plat
1.	R-23-028 John Stein App								
2.	R-23-028 John Stein Map								
3.	R-23-028 John Stein Plat								
<b>Reviewed By:</b>	JVH								

#### **SUMMARY:**

In Case R-23-028, John and Tina Stein ("Petitioners"), have petitioned to rezone 11.08 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, (to allow the property to be subdivided). The subject property is located off State Road 41/Franklin Turnpike, in the Tunstall Election District, and shown on the Tax Maps as GPIN # 1472-59-9646. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On November 9, 2023, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners' request be granted. For the Board's review, the County Staff Summary is attached.

#### **FINANCIAL IMPACT AND FUNDING SOURCE:**

None.

#### **RECOMMENDATION:**

County Staff recommends approval of Case R-23-028 as presented. The subject property is adjacent to properties currently zoned A-1, Agricultural District, and the rezoning would be consistent with the County's Comprehensive Plan.

**MOTION:**

“In Case R-23-028, I make a Motion approving the rezoning of 11.08 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow the property to be subdivided.”

## STAFF SUMMARY

<b><u>CASE</u></b> R-23-028	<b><u>ZONING REQUEST</u></b> R-1 to A-1	<b><u>CYCLE</u></b> November 2023/December 2023
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> John & Tina Stein are requesting to rezone property from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District.  <b>DISTRICT:</b> Tunstall		<b>PLANNING COMMISSION:</b> November 13, 2023  <b>BOARD OF SUPERVISORS:</b> December 19, 2023  <b>ADVERTISED:</b> October 25, 2023 & November 1 & 22, 2023

### **SUBJECT**

Requested by John and Tina Stein, to rezone property located off State Road 41/Franklin Turnpike, in the Tunstall Election District and shown on the Tax Maps as GPIN # 1472-59-9646. The applicant is requesting to rezone 11.08 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow the property to be subdivided.

### **BACKGROUND/DISCUSSION**

John and Tina Stein are requesting to rezone 11.08 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The property is currently zoned R-1, Residential Suburban Subdivision District. Currently, the 11.08 tract is land locked and accessed by a shared public driveway. The Pittsylvania County Code § 35-224 requires that all lots have a minimum of 75' of road frontage on a state-maintained road. The lack of road frontage on a state-maintained road restricts the lot's ability to be subdivided. The applicant would like to create a new one (1) acre tract, requiring that the property be rezoned to A-1, Agricultural District before this would be allowed. Pittsylvania County Code § 35-182 does not require a minimum road frontage for properties zoned A-1, Agricultural District.

**Once the property is rezoned to A-1, all uses listed under Section 35-178 are a permitted use.**

### **FUTURE LAND USE DESIGNATION**

The Comprehensive Plan designates the future land use as Agricultural and Rural Residential.

### **ZONING AND CURRENT USE OF SURROUNDING PROPERTIES**

Adjacent to A-1, Agricultural District, and R-1, Residential Suburban Subdivision District, zoned properties.

### **SITE DEVELOPMENT PLAN**

N/A

### **RECOMMENDATION**

Staff recommends APPROVAL of Case R-23-028, submitted by John and Tina Stein, requesting to rezone a total of 11.08 acres located off Route 41/Franklin Turnpike, in the Tunstall Election District and shown on the Tax Maps as GPIN # 1472-59-9646. The subject property is adjacent to properties currently zoned A-1, Agricultural District and the rezoning would be consistent with the County's Comprehensive Plan.

### **PLANNING COMMISSION OPTIONS:**

1. Recommend approval of Case R-23-028 as submitted.
2. Recommend denial of Case R-23-028 as submitted.

**ATTACHMENTS:**

- A. Application
- B. Maps
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners
- H. Plat Map

**PITTSYLVANIA COUNTY  
APPLICATION FOR REZONING**

John & Tina Stein, as owners of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: John & Tina Stein  
Address: 13602 Franklin Turnpike, Dry Fork, VA 24549

2. Location of Property: Route 41/Franklin Turnpike

Telephone: 434-429-4661

3. Tax Map Numbers: 1472-59-9646

4. Election District: Tunstall

Total Amount: \$376.77

Taken By: CS# 496

5. Size of Property: 11.08 acres



6. Existing Land Use: Single-family dwelling

Existing Zoning: R-1, Residential Suburban Subdivision District

7. Proposed Land Use: To allow for property to be sub-divided

Proposed Zoning: A-1, Agricultural District

8. Are conditions being proffered:        Yes   X   No

9. Check completed items:

<input checked="" type="checkbox"/> Letter of Application	<input type="checkbox"/> Site Development Plan or Waiver	<input checked="" type="checkbox"/> Legal Forms
<input type="checkbox"/> 11"x 17" Concept Plan	<input checked="" type="checkbox"/> Application Fee	<input type="checkbox"/> List of Adjoining Properties
<input checked="" type="checkbox"/> Plat Map	<input type="checkbox"/> Copy of Deed	<input type="checkbox"/> Copy of Deed Restrictions Or Covenants

*Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.*



John Stein

OFFICE USE ONLY  
Application Deadline: 10/26/23  
Received By: ESR  
B.O.S. Meeting Date: 12/19/23

Application No. R-23-028  
P.C. Meeting Date: 11/09/23  
Date Received: 09/19/23  
Action: \_\_\_\_\_

**VIRGINIA:  
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

11.08 acres of land, generally located )  
on Route 41/Franklin Turnpike within )  
the Tunstall Election District and recorded )  
as parcel ID # 1472-59-9649 in the )  
Pittsylvania County tax records. )

**PETITION**

**TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:**

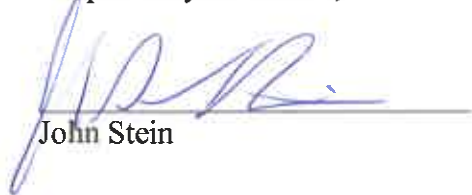
WHEREAS, your Petitioners, John & Tina Stein, respectfully file this Petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioners are the Owners of the above-referenced parcel.
- (2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as R-1, Residential Suburban Subdivision District.
- (3) Your petitioners now desire to have the property rezoned to A-1, Agricultural District.

WHEREFORE, your Petitioners respectfully request that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcel of land be rezoned as set out in Number 3.

FURTHER, your Petitioners respectfully request that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,

  
John Stein

October 23, 2023

Mrs. Emily Ragsdale  
Director of Community Development  
P. O. Drawer D  
Chatham, VA 24531

Dear Mrs. Ragsdale:

John & Tina Stein as owners, would like to apply to the Planning Commission/Board of Supervisors to rezone 11.08 acres, GPIN # 1472-59-9646, located on Route 41/Franklin Turnpike, in the Tunstall Election District.

We are requesting to rezone this parcel from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District to allow for the property to be sub-divided.

Sincerely,



John Stein

# PITTSYLVANIA

COUNTY, VIRGINIA

OFFICE OF COMMUNITY DEVELOPMENT  
P.O. DRAWER D  
Chatham, Virginia 24531  
(434) 432-1771

## SIGN AFFIDAVIT

### Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

### Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

### Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

*Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.*

Case R-23-028 Applicant  Date 10/26/23



GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
1472-69-1024	TAYLOR, MARY A	289 KATIE HILL RD	DRY FORK, VA 24549
1472-69-2176	O'NEILL, BRIAN ALAN SR	301 KATIE HILL RD	DRY FORK, VA 24549
1473-50-9102	RHODES, DELBERT	204 HUNTERS TRACE	SNOW HILL , NC 28580
1472-69-9587	FORD, JOHN BYRON III	3297 LISCOMB RD	MONETA, VA 24121
1472-59-2423	PRITCHETT, MARIE D TRUSTEE	12316 MILLSTREAM DR	BOWIE, MD 20715
1472-59-4124	BRUMFIELD, ROBERT L JR	13600 FRANKLIN TPKE	DRY FORK, VA 24549
1472-69-6143	BARBER, IRA MELVIN JR	357 KATIE HILL RD	DRY FORK, VA 24549
1472-59-9022	DILLARD, ANGELA CARTER LIFE TENANT	249 KATIE HILL RD	DRY FORK, VA 24549
1472-58-6865	KHAN, ASIF B	2434 N MAIN ST	DANVILLE, VA 24540

R-23-028 JOHN STEIN

# Pittsylvania County Public GIS Viewer

Instructional videos

## Layers

- Virginia Towns
- Virginia Cities and Counties
- Tax Parcels (All)
- Tax Parcels (group layer)
- Addressing (group layer)
- Administrative (group layer)
- Base Map (group layer)
- Community Development (group layer)
- Economic Development (group layer)
- Emergency Services
- Parks and Recreation (group layer)
- Population Demographics (group layer)
- Public Utilities (group layer)
- Schools (group layer)
- Tax Map Grids (group layer)
- Transportation (group layer)
- Voter Services (group layer)
- Waste Collection (group layer)



Map interface showing a search bar with the text "1472-59-9646" and a search icon. Below the search bar is a dropdown menu with the text "Show search results for 1472-5...". The map displays a satellite view of a wooded area with a cyan polygon highlighting a specific parcel. The parcel is labeled "1472-59-9646". Other labels on the map include "13602" and "1472-69-1". A scale bar at the bottom left indicates "200ft" and "79.5414 36.7389 Degrees". A "App State" dialog box is visible in the bottom right corner, containing the text: "Click to restore the map extent and layer visibility where you left off".

# Pittsylvania County Public GIS Viewer

Instructional videos

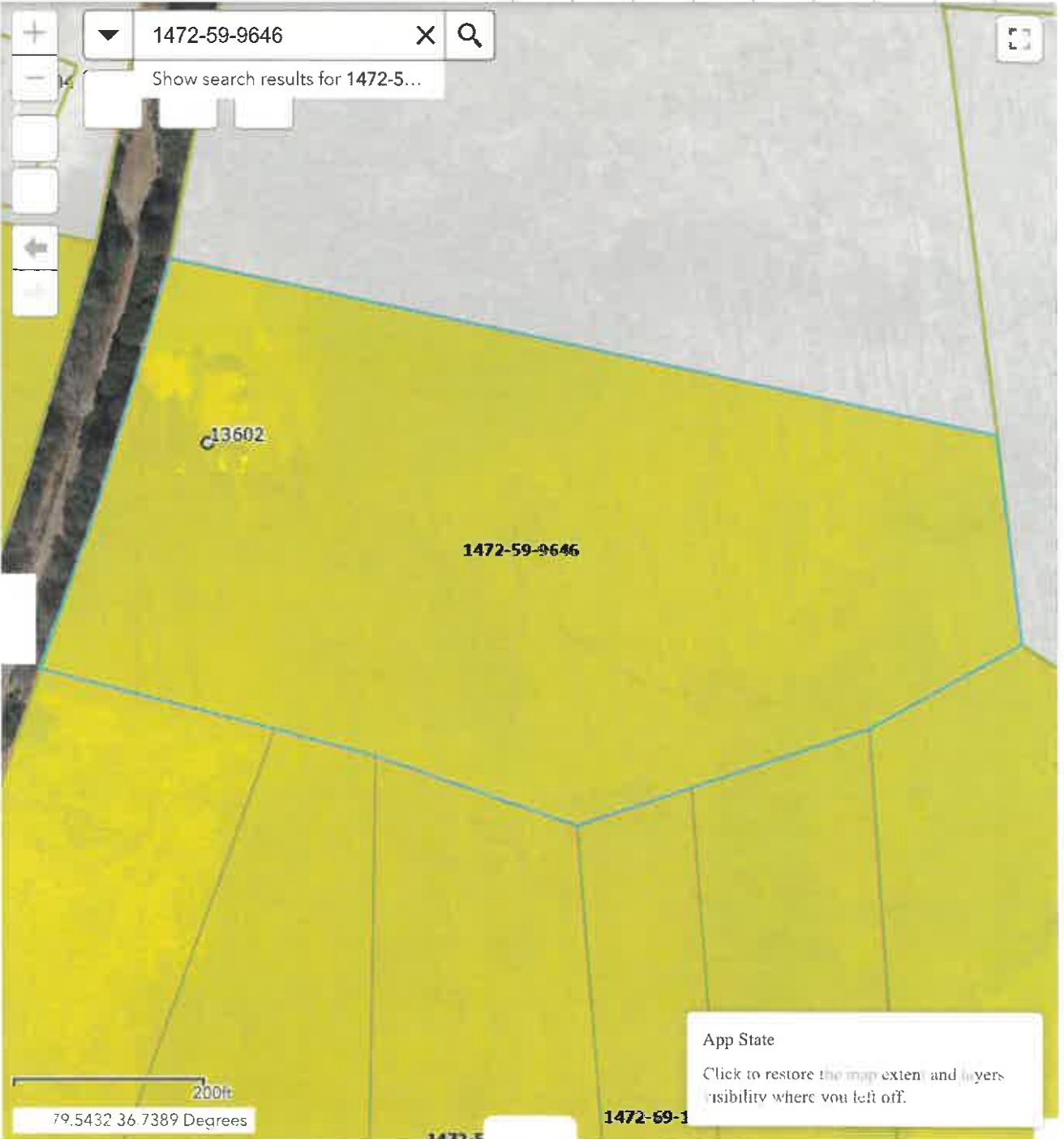
## Layers

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- Virginia Cities and Counties
- Tax Parcels (All)
- Tax Parcels (group layer)
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- Tax Map Grids (group layer)
- Transportation (group layer)
- Voter Services (group layer)
- Waste Collection (group layer)



1472-59-9646 X Q

Show search results for 1472-5...



App State  
 Click to restore the map extent and layers visibility where you left off.



# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS

### EXECUTIVE SUMMARY

#### Rezoning Case

<b>Agenda Title:</b>	Case R-23-029: Jared and Sarah Moser; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioners' request be granted. (Supervisor Warren)						
<b>Staff Contact(s):</b>	Emily Ragsdale						
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	10.a.3.				
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td>R-23-029 Jared Moser App</td> </tr> <tr> <td>2.</td> <td>R-23-029 Jared Moser Map</td> </tr> </table>			1.	R-23-029 Jared Moser App	2.	R-23-029 Jared Moser Map
1.	R-23-029 Jared Moser App						
2.	R-23-029 Jared Moser Map						
<b>Reviewed By:</b>	JVH						

#### **SUMMARY:**

In Case R-23-029, Jared and Sarah Moser ("Petitioners") have petitioned to rezone three (3) parcels, totaling 52.13 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (*to allow for the placement of an accessory structure and agricultural uses*). The subject property is located on or off of State Road 863/Laniers Mill Road and State Road 746/Golf Club Road, in the Chatham-Blairs Election District, and shown on the Tax Maps as GPIN #s 2400-35-1174, 2400-45-1265 and 2400-73-1017. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On November 9, 2023, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners' request be granted. For the Board's review, the County Staff Summary is attached.

#### **FINANCIAL IMPACT AND FUNDING SOURCE:**

None

#### **RECOMMENDATION:**

County Staff recommends approval of Case R-23-029 as presented. The subject properties are adjacent to properties currently zoned A-1, Agricultural District.

**MOTION:**

“In Case R-23-028, I make a Motion approving the rezoning of three (3) parcels, totaling 52.13 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for the placement of an accessory structure and agricultural uses.”

## STAFF SUMMARY

<b><u>CASE</u></b> R-23-029	<b><u>ZONING REQUEST</u></b> R-1 to A-1	<b><u>CYCLE</u></b> November 2023/December 2023
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Jared & Sarah Moser is requesting to rezone property from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District.		<b>PLANNING COMMISSION:</b> November 13, 2023 <b>BOARD OF SUPERVISORS:</b> December 19, 2023 <b>ADVERTISED:</b> October 25, 2023 & November 1 & 22, 2023
<b>DISTRICT:</b> Chatham-Blairs		

### **SUBJECT**

Requested by Jared and Sarah Moser, to rezone property located on or off of State Road 863/Laniers Mill Road and Stated Road 746/Golf Club Road, in the Chatham-Blairs Election District and shown on the Tax Maps as GPIN #s 2400-35-1174, 2400-45-1265 and 2400-73-1017. The applicant is requesting to rezone three (3) parcels, totaling 52.13 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for the placement of an accessory structure and agricultural uses.

### **BACKGROUND/DISCUSSION**

Jared and Sarah Moser are requesting to rezone 52.13 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The property is currently zoned R-1, Residential Suburban Subdivision District. The properties are currently zoned R-1, Residential Suburban Subdivision District. Under the current zoning classification, an agricultural use would only be allowed as an incidental use. Section 35-51 of the Pittsylvania County Zoning Ordinance states that “incidental agricultural is permitted in any district that allows residential uses provided that such agricultural use shall not occupy over five (5) acres.” In order for the property to be used for agricultural uses with the current R-1 zoning classification, the property must be occupied by a dwelling. The applicants are requesting to rezone the property to bring the use of the properties into compliance with the current Ordinance requirements. Additionally, R-1, Residential Suburban Subdivision District, does not allow an accessory structure to be placed on a property without a dwelling. The applicants are proposing to construct an accessory structure to be used for agricultural purposes on one of the parcels that is currently vacant. This will only be allowed if the properties are rezoned.

**Once the property is rezoned to A-1, all uses listed under Section 35-178 are a permitted use.**

### **FUTURE LAND USE DESIGNATION**

The Comprehensive Plan designates the future land use as Medium to High Density Residential.

### **ZONING AND CURRENT USE OF SURROUNDING PROPERTIES**

Adjacent to A-1, Agricultural District, and R-1, Residential Suburban Subdivision District, zoned properties.

### **SITE DEVELOPMENT PLAN**

N/A

### **RECOMMENDATION**

Staff recommends APPROVAL of Case R-23-029, submitted by Jared and Sarah Mose, requesting to rezone a total of 52.13 acres located on State Road 863/Laniers Mill Road, in the Chatham-Blairs Election District and shown on the Tax Maps as GPIN #s 2400-35-1174, 2400-45-1265 & 2400-73-1017. The subject property is adjacent to properties currently zoned A-1, Agricultural District.

**PLANNING COMMISSION OPTIONS:**

1. Recommend approval of Case R-23-029 as submitted.
2. Recommend denial of Case R-23-029 as submitted.


**ATTACHMENTS:**

- A. Application
- B. Maps
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners



**PITTSYLVANIA COUNTY  
APPLICATION FOR REZONING**

Jared & Sarah Moser, as owners of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: Jared & Sarah Moser  
Address: 386 Laniers Mill Road, Danville, VA 24540
  
2. Location of Property: State Road 863/Laniers Mill Road & State Road 745/Golf Club Road  
Telephone: 434-251-7375
  
3. Tax Map Numbers: 2400-35-1174, 2400-45-1265 & 2400-73-1017
  
4. Election District: Chatham-Blairs Total Amount: \$376.77  
Taken By: CK# 3029  

  
5. Size of Property: 52.13 acres
  
6. Existing Land Use: Single family dwelling & vacant lots  
Existing Zoning: R-1, Residential Suburban Subdivision District
  
7. Proposed Land Use: To build a garage and use for agricultural uses  
Proposed Zoning: A-1, Agricultural District
  
8. Are conditions being proffered:        Yes   X   No
  
9. Check completed items:  

<u>  X  </u> Letter of Application	<u>      </u> Site Development Plan or Waiver	<u>  X  </u> Legal Forms
<u>      </u> 11"x 17" Concept Plan	<u>  X  </u> Application Fee	<u>      </u> List of Adjoining Properties
<u>      </u> Plat Map	<u>      </u> Copy of Deed	<u>      </u> Copy of Deed Restrictions Or Covenants

*Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.*

  
\_\_\_\_\_  
Jared Moser

OFFICE USE ONLY  
Application Deadline: 09/28/23  
Received By: ESR  
B.O.S. Meeting Date: 12/19/23

Application No. R-23-029  
P.C. Meeting Date: 11/09/23  
Date Received: 09/14/23  
Action: \_\_\_\_\_

**VIRGINIA:  
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

52.13 acres of land, generally located )  
on State Road 863/Laniers Mill Road & )  
State Road 745/Golf Club Rd )  
within the Chatham-Blairs Election District )  
and recorded as parcel ID #s 2400-35-1174, )  
2400-45-1265 & 2400-73-1017 )  
in the Pittsylvania County tax records. )

**PETITION**

**TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:**

WHEREAS, your Petitioners, Jared & Sarah Moser, respectfully files this Petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioners are the Owners of the above-referenced parcels.
- (2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as R-1, Residential Suburban Subdivision District.
- (3) Your petitioners now desire to have the property rezoned to A-1, Agricultural District.

WHEREFORE, your Petitioners respectfully request that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcels of land be rezoned as set out in Number 3.

FURTHER, your Petitioners respectfully request that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,

  
\_\_\_\_\_  
Jared Moser

October 10, 2023


Mrs. Emily Ragsdale  
Director of Community Development  
P. O. Drawer D  
Chatham, VA 24531

Dear Mrs. Ragsdale:

Jared & Sarah Moser as owners, would like to apply to the Planning Commission/Board of Supervisors to rezone 52.13 acres, GPIN #s 2400-35-1174, 2400-45-1265 & 2400-73-1017 located on State Road 863/Laniers Mill Road & State Road 745/Golf Club Road, in the Chatham-Blairs Election District.

We are requesting to rezone these parcels from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District to allow for a garage and agricultural uses.

Sincerely,

  
\_\_\_\_\_  
Jared Moser



OFFICE OF COMMUNITY DEVELOPMENT  
P.O. DRAWER D  
Chatham, Virginia 24531  
(434) 432-1771

### SIGN AFFIDAVIT

**Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-**

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

**Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-**

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

**Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.**

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

*Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.*

Case B-23-029 Applicant Jared Moore Date 10-20-23

GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
2400-34-0614	THOMPSON, JACK R	280 LAKE WOOD TRAIL	MARTINSVILLE, VA 24112
2400-46-5692	JONES, DAVID LEE	262 LANIERS MILL RD	DANVILLE, VA 24540
2400-26-6114	MOSER, JARED D	386 LANIERS MILL RD	DANVILLE, VA 24540
2400-24-3758	HUDSON, PHILLIP GREGORY ET ALS	313 NORTHMONT BLVD	DANVILLE, VA 24540
2400-34-6399	METZ, ANDREW D	187 LONG BEACH BLVD	CLARKSVILLE, VA 23927
2400-34-0480	DODSON, JEFFREY N	521 LANIERS MILL RD	DANVILLE, VA 24540
2400-74-2976	NEAL HOLBROOK FARM LLC	2300 AINSDALE ROAD	CHARLOTTE, NC 28226
2400-91-7860	RIGNEY, JAMES F JR REV LIV TR DTD 3/24/22 ET ALS	780 RIDGECREST DR	DANVILLE, VA 24540
2400-53-5107	BAILEY, RICHARD N	2240 GOLF CLUB RD	DANVILLE, VA 24540

R-23-029 JARED MOSER

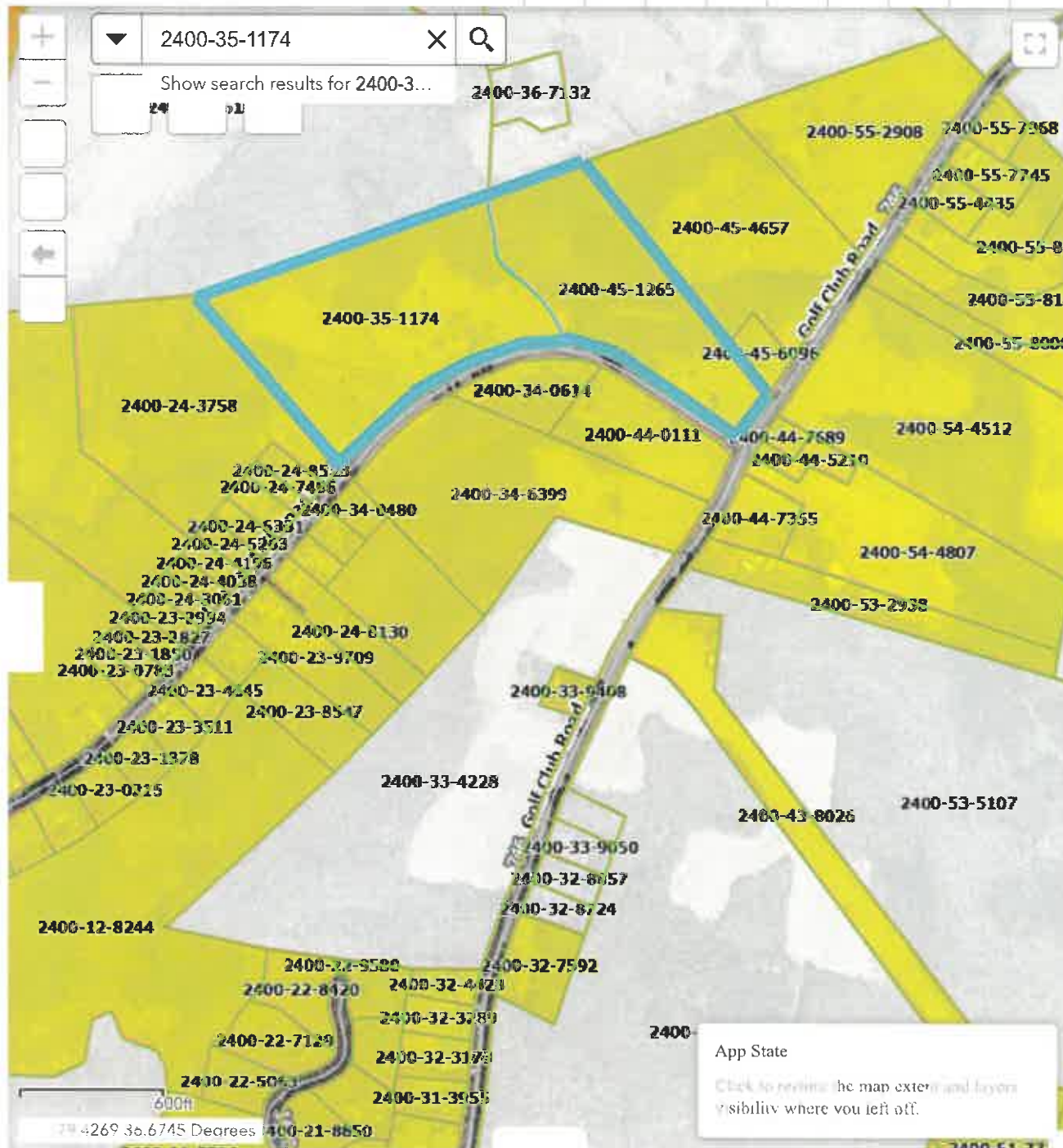




# Pittsylvania County Public GIS Viewer

Navigation icons

- Base Map (group layer)
- Community Development (group layer)
- Economic Development (group layer)
- Emergency Services
- Parks and Recreation (group layer)
- Population Demographics (group layer)
- Public Utilities (group layer)
- Schools (group layer)
- Tax Map Grids (group layer)
- Transportation (group layer)
- Route Numbers
- Streets
- Railways
- Border Railways
- Danville Airport
- Voter Services (group layer)
- Waste Collection (group layer)
- Zoning (group layer)
- Zoning Districts



# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS

### EXECUTIVE SUMMARY

#### Rezoning Case

<b>Agenda Title:</b>	Case R-23-031: Sharon Smith; Rezoning from RMF, Residential Multi-Family District, to RC-1, Residential Combined Subdivision District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (Supervisor Ingram)		
<b>Staff Contact(s):</b>	Emily Ragsdale		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	10.a.4.
<b>Attachment(s):</b>	1.	R-23-031 Sharon Smith App	
	2.	R-23-031 Sharon Smith Map	
<b>Reviewed By:</b>	JVH		

#### **SUMMARY:**

In Case R-23-031, Sharon Smith ("Petitioner"), has petitioned to rezone 1.512 acres from RMF, Residential Multi-Family District, to RC-1, Residential Combined Subdivision District, *(to allow for the placement of a doublewide manufactured home)*. The subject property is located on US Highway 58 /Martinsville Highway, in the Tunstall Election District, and shown on the Tax Maps as GPIN # 1358-48-0201. Once the property is rezoned to RC-1, all uses listed under Pittsylvania County Code § 35-267 are permitted. On November 9, 2023, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted. For the Board's review, the County Staff Summary is attached.

#### **FINANCIAL IMPACT AND FUNDING SOURCE:**

None.

#### **RECOMMENDATION:**

County Staff recommends approval of Case R-23-031 as presented. The subject property is adjacent to properties currently zoned RC-1, Residential Combined Subdivision District, and the rezoning would be consistent with the County's Comprehensive Plan.



**MOTION:**

“In Case R-23-031, I make a Motion approving the rezoning of 1.512 acres from RMF, Residential Multi-Family District, to RC-1, Residential Combined Subdivision District, to allow for the placement of a doublewide manufactured home.”

## STAFF SUMMARY

<b><u>CASE</u></b> R-23-031	<b><u>ZONING REQUEST</u></b> RMF to RC-1	<b><u>CYCLE</u></b> November 2023/December 2023
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Sharon Smith is requesting to rezone property from RMF, Residential Multi-Family District, to RC-1, Residential Combined Subdivision District.  <b>DISTRICT:</b> Tunstall		<b>PLANNING COMMISSION:</b> November 13, 2023  <b>BOARD OF SUPERVISORS:</b> December 19, 2023  <b>ADVERTISED:</b> October 25, 2023 & November 1 & 22, 2023

### **SUBJECT**

Requested by Sharon Smith, to rezone property located on US Highway 58 /Martinsville Highway, in the Tunstall Election District and shown on the Tax Maps as GPIN # 1358-48-0201. The applicant is requesting to rezone 1.512 acres, from RMF, Residential Multi-Family District, to RC-1, Residential Combined Subdivision District to allow for the placement of a doublewide manufactured home.

### **BACKGROUND/DISCUSSION**

Sharon Smith is requesting to rezone 1.512 acres, from RMF, Residential Multi-Family District, to RC-1, Residential Combined Subdivision District, to allow a doublewide mobile home. The property is currently zoned RMF, Residential Multi-Family District which does not allow for manufactured houses. There were previously two singlewide manufactured homes on the subject property, but neither have been occupied for more than two (2) years. Due to the current RMF zoning designation, the two manufactured homes are considered legal non-conforming uses. Pittsylvania County Code § 35-161 states that nonconforming uses are deemed abandoned if the use is discontinued for a period of two (2) or more years. Since the homes have not been occupied in the last two (2) years, the property must be rezoned in order for a doublewide to be placed on the property. If the rezoning is approved, the singlewides will have to be removed from the property prior to a building permit being issued for the new doublewide.

**Once the property is rezoned to RC-1, all uses listed under Section 35-267 are a permitted use.**

### **FUTURE LAND USE DESIGNATION**

The Comprehensive Plan designates the future land use as Medium to High Density Residential.

### **ZONING AND CURRENT USE OF SURROUNDING PROPERTIES**

Adjacent to RC-1, Residential Combined Subdivision District, and R-1, Residential Suburban Subdivision District, zoned properties.

### **SITE DEVELOPMENT PLAN**

N/A

### **RECOMMENDATION**

Staff recommends APPROVAL of Case R-23-031, submitted by Sharon Smith, requesting to rezone a total of 1.512 acres located on US Highway 58, in the Tunstall Election District and shown on the Tax Maps as

GPIN # 1358-48-0201. The subject property is adjacent to properties currently zoned RC-1, Residential Multi-Family District and the rezoning would be consistent with the County's Comprehensive Plan.

**PLANNING COMMISSION OPTIONS:**

1. Recommend approval of Case R-23-031 as submitted.
2. Recommend denial of Case R-23-031 as submitted.

**ATTACHMENTS:**

- A. Application
- B. Maps
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners

**PITTSYLVANIA COUNTY  
APPLICATION FOR REZONING**

Sharon Smith, as owner of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: Sharon Smith  
Address: 2505 Oak Hill Road, Danville, VA 24541

2. Location of Property: US Highway 58

Telephone: 434-489-8025

3. Tax Map Numbers: 1358-48-0201

4. Election District: Tunstall

Total Amount: \$334.12

Taken By: Cash

5. Size of Property: 1.51 acres

6. Existing Land Use: Vacant

Existing Zoning: RMF, Residential Multi-Family District

7. Proposed Land Use: To allow for placement of a double-wide mobile home

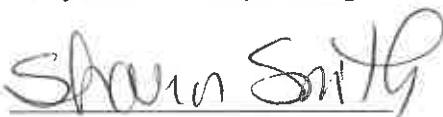
Proposed Zoning: RC-1, Residential Combined Subdivision District

8. Are conditions being proffered:        Yes   X   No

9. Check completed items:

<input checked="" type="checkbox"/> Letter of Application	<input type="checkbox"/> Site Development Plan or Waiver	<input checked="" type="checkbox"/> Legal Forms
<input type="checkbox"/> 11"x 17" Concept Plan	<input checked="" type="checkbox"/> Application Fee	<input type="checkbox"/> List of Adjoining Properties
<input checked="" type="checkbox"/> Plat Map	<input type="checkbox"/> Copy of Deed	<input type="checkbox"/> Copy of Deed Restrictions Or Covenants

*Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.*

  
Sharon Smith

OFFICE USE ONLY  
Application Deadline: 09/28/23  
Received By: ESR  
B.O.S. Meeting Date: 12/19/23

Application No. R-23-031  
P.C. Meeting Date: 11/09/23  
Date Received: 09/25/23  
Action: \_\_\_\_\_

**VIRGINIA:  
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

1.51 acres of land, generally located )  
on US Highway 58 within )  
the Tunstall Election District )  
and recorded as parcel ID # 1358-48-0201 )  
in the Pittsylvania County tax records. )

**PETITION**

**TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:**

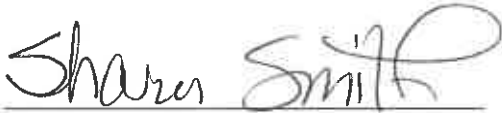
WHEREAS, your Petitioner, Sharon Smith, respectfully files this Petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioner is the Owner of the above-referenced parcel.
- (2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as RMF, Residential Multi Family District.
- (3) Your petitioner now desires to have the property rezoned to RC-1, Residential Combined Subdivision District.

WHEREFORE, your Petitioner respectfully requests that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcel of land be rezoned as set out in Number 3.

FURTHER, your Petitioner respectfully requests that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,



Sharon Smith

September 28, 2023

Mrs. Emily Ragsdale  
Director of Community Development  
P. O. Drawer D  
Chatham, VA 24531

Dear Mrs. Ragsdale:

Sharon Smith as owner, would like to apply to the Planning Commission/Board of Supervisors to rezone 1.51 acres, GPIN # 1358-48-0201 located on US Highway 58, in the Tunstall Election District.

I am requesting to rezone this parcel from RMF, Residential Multi Family District, to RC-1, Residential Combined Subdivision District to allow for placement of a double-wide mobile home.

Sincerely,

A handwritten signature in black ink that reads "Sharon Smith". The signature is written in a cursive style with a large, looping initial "S".

Sharon Smith



OFFICE OF COMMUNITY DEVELOPMENT  
P.O. DRAWER D  
Chatham, Virginia 24531  
(434) 432-1771

### SIGN AFFIDAVIT

#### **Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-**

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

#### **Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-**

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

#### **Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.**

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

*Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.*

Case B-23-031

Applicant

Shawn Smith

Date

Oct. 30, 23

GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
1358-47-1743	HUTCHERSON, RICHARD D	580 LONG CIRCLE	CASCADE, VA 24069
1358-48-1290	LEFTWICH, PERRY LEE	13073 MARTINSVILLE HWY	CASCADE, VA 24069
1358-38-9201	HUDSON, GENNY LEA	588 SAN AMBROSIO STREET	PUNTA GORDA, FL 33983
1358-38-9838	DUNNAVANT, KATHERINE S ET ALS	307 BARTHEL DRIVE	CARY, NC 27513-1737

**R-23-031 SHARON SMITH**



Pittsylvania County Public GIS Viewer

Virginia Cities and Counties

Tax Parcels (All)

Tax Parcels (group layer)

Addressing (group layer)

Administrative (group layer)

Base Map (group layer)

Community Development (group layer)

Economic Development (group layer)

Emergency Services

Parks and Recreation (group layer)

Population Demographics (group layer)

Public Utilities (group layer)

Schools (group layer)

Tax Map Grids (group layer)

Transportation (group layer)

Voter Services (group layer)

Polling Locations

Election Districts 2021

Voting Precincts 2022

Waste Collection (group layer)

Zoning (group layer)

Zoning Districts

VBMP 2002 Aerial Imagery

VBMP 2011 Aerial Imagery

VBMP 2015 Aerial Imagery

VBMP 2019 Aerial Imagery



# ArcGIS Web Map



9/25/2023, 4:50:17 PM

Virginia Cities and Counties

County

Tax Parcels (All)

Assessed Parcels

Assessed Parcels Labels

Addresses

Route Numbers

Streets

ALL OTHER

Rezoning

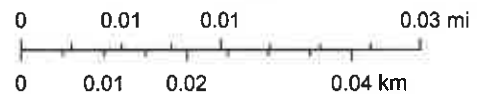
Active

Zoning Districts

Residential Suburban Subdivision

Residential Combined Subdivision

1:1,128



Esri Community Maps Contributors, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Virginia Geographic Information Network (VGIN)

ArcGIS Web AppBuilder

Esri Community Maps Contributors, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | Virginia



**BOARD OF SUPERVISORS**

**EXECUTIVE SUMMARY**

**Rezoning Case**

<b>Agenda Title:</b>	Case R-23-035: River City Enterprises; Rezoning from M-2, Industrial District, Heavy Industry, to B-2, Business District, General. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (Supervisor Eanes)		
<b>Staff Contact(s):</b>	Emily Ragsdale		
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	10.a.5.
<b>Attachment(s):</b>	1.	R-23-035 River City Ent App	
	2.	R-23-035 River City Ent Map	
<b>Reviewed By:</b>	JVH		

**SUMMARY:**

In Case R-23-035, River City Enterprises ("Petitioner"), has petitioned to rezone 10.224 acres from M-2, Industrial District, Heavy Industry, to B-2, Business District, General, (to allow for the sales, services, and repair of farm equipment). The subject property is located on State Road 360/Old Richmond Road, in the Dan River Election District, and shown on the Tax Maps as GPIN # 2338-04-0302. Once the property is rezoned to B-2, all uses listed under Pittsylvania County Code § 35-365 are permitted. On November 9, 2023, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted. For the Board's review, the County Staff Summary is attached.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

None.

**RECOMMENDATION:**

County Staff recommends approval of Case R-23-028 as presented. The subject property is adjacent to properties currently zoned B-2, Business District, General, and the rezoning would be consistent with the County's Comprehensive Plan.

**MOTION:**

“In Case R-23-035, I make a Motion approving the rezoning of 10.224 acres from M-2, Industrial District, Heavy Industry, to B-2, Business District, General, to allow for the sales, services, and repair of farm equipment.”

## STAFF SUMMARY

<b><u>CASE</u></b> R-23-035	<b><u>ZONING REQUEST</u></b> M-2 to B-2	<b><u>CYCLE</u></b> November 2023/December 2023
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> River City Enterprises is requesting to rezone property from M-2, Industrial District, Heavy Industry, to B-2, Business District General.		<b>PLANNING COMMISSION:</b> November 13, 2023 <b>BOARD OF SUPERVISORS:</b> December 19, 2023 <b>ADVERTISED:</b> October 25, 2023 & November 1 & November 22 & 29, 2023
<b>DISTRICT:</b> Dan River		

### **SUBJECT**

Requested by River City Enterprises, to rezone property located on State Road 360/Old Richmond Road, in the Dan River Election District and shown on the Tax Maps as GPIN # 2338-04-0302. The applicant is requesting to rezone 10.224 acres, from M-2, Industrial District, Heavy Industry, to B-2, Business District, General to allow for the sales, services, and repair of farm equipment.

### **BACKGROUND/DISCUSSION**

River City Enterprises is requesting to rezone 10.244 acres, from M-2, Industrial District, Heavy Industry, to B-2, Business District General to allow for the sales, service and repair of farm equipment. The property is currently zoned M-2, Industrial District, Heavy Industry, which does not allow for the proposed use. The applicants have had initial conversations with VDOT relating to the ability to meet commercial entrance standards for this location. All access will come from State Road 360/Old Richmond Road.

**Once the property is rezoned to B-2, all uses listed under Section 35-365 are a permitted use.**

### **FUTURE LAND USE DESIGNATION**

The Comprehensive Plan designates the future land use as Mixed Commercial/Industrial.

### **ZONING AND CURRENT USE OF SURROUNDING PROPERTIES**

Adjacent to M-2, Industrial District, Heavy Industry, and RC-1, Residential Combined Subdivision District, zoned properties.

### **SITE DEVELOPMENT PLAN**

Attached

### **RECOMMENDATION**

Staff recommends APPROVAL of Case R-23-035, submitted by River City Enterprises, requesting to rezone a total of 10.244 acres located on State Road 360/Old Richmond Road, in the Dan River Election District and shown on the Tax Maps as GPIN # 2338-04-0302. The rezoning would be consistent with the County's Comprehensive Plan.

### **PLANNING COMMISSION OPTIONS:**

1. Recommend approval of Case R-23-035 as submitted.
2. Recommend denial of Case R-23-035 as submitted.

**ATTACHMENTS:**

- A. Application
- B. Maps
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners
- H. Site Plan



# PITTSYLVANIA COUNTY APPLICATION FOR REZONING

I/We, River City Enterprises, LLC, as Owner/Contract Purchaser (circle one) of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Current Owner of Property Wyatt b Thompson (Marie Richardson / Ronald Thompson) Telephone \_\_\_\_\_  
Address 2321 Riverside Dr. Ste. 26 Danville, VA ZIP 24540

2. Location of Property: Bradley Tract Highway 285 (Intersection of Franklin Tpke and Richmond Road) Total Amount: \_\_\_\_\_  
Taken By: \_\_\_\_\_

3. Tax Map Number: 2338-04-0302

4. Election District: Dan River Election District

5. Size of Property 10.244 acres acres/square feet

6. Existing Land Use: Vacant Land

Existing Zoning: M-2

7. Proposed Land Use: Sales, Service and Repair for Farm Equipment

Proposed Zoning: B-2

8. Are Conditions being Proffered: Yes \_\_\_\_\_ No x

9. Check-completed items:

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Letter of Application        | <input type="checkbox"/> 11" x17" Concept Plan       | <input checked="" type="checkbox"/> Legal Forms |
| <input checked="" type="checkbox"/> Site Development Plan        | <input checked="" type="checkbox"/> Application Form | <input checked="" type="checkbox"/> Plat Map    |
| <input checked="" type="checkbox"/> List of Adjoining Properties |  |   |

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance

Applicant Bruce D. Fumell  
Sworn to and subscribed before me in my presence this 20 day of October, 2023, in my City and State aforesaid, by Thomas V. Johnson Notary Public. My commission Expires: 9/30/2024



OFFICE USE ONLY:  
Application No.: R-23-035  
Application Deadline: 9-28-23 Hearing Date: 11-9-23  
Received by: ESR Date Received: 9-28-23  
BOS Hearing Date: 12-19-23 Action: \_\_\_\_\_

VIRGINIA:

BEFORE THE BOARD OF SUPERVISORS OF  
PITTSYLVANIA COUNTY

A 10.244 acre parcel of land, )  
generally located Intersection of Franklin Tpke and Richmond Road )  
within the Dan River )  
Election District, and recorded as )  
parcel # 2338-04-0302 in the )  
Pittsylvania County tax records. )

**PETITION**

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY

WHEREAS, your Petitioner River City Enterprises, LLC respectfully  
files this petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning  
Ordinance and in accordance with the Code of Virginia 1950, as amended, and would respectfully  
show the following:

- 1) The Petitioner is the owner of the above-referenced parcel of land, or is the contract purchaser filing with the owner's consent.
- 2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as M-2, Industrial District, Heavy Industry District.
- 3) Your petitioner now desires to have this property rezoned as B-2, Business District, General District for the purpose of Sales, Service and Repair for Farm Equipment.

WHEREFORE, your Petitioner respectfully requests that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcel of land be rezoned as set out in Number 3.

FURTHER, Your Petitioner respectfully requests that this petition be referred by the Zoning Administrator to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,

River City Enterprises, LLC

Petitioner

Thomas Valentine

*Committee of Origin  
City of Charlottesville*

Sworn to and subscribed before me in my presence this 20 day of October, 2023, in my City and State  
aforesaid, by Krista S. Farrell Notary Public. My commission Expires: 9/30/2024





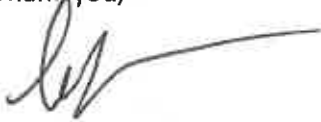
October 20, 2023

Re: Pittsylvania County, Application for Rezoning

To Whom It May Concern:

Please find enclosed our application to rezone the piece of land on Tax Map Parcel 2338-04-0302 from M-2, Industrial District, Heavy Industry to B-2, Business District, General. The purpose of the rezoning is the relocation of our Kubota dealership, Beverage Tractor, to the site. We plan to use the site for the sale, service, and repair for farm equipment at the site.

Thank you,

A handwritten signature in black ink, appearing to read 'Tee Valentine', with a long horizontal line extending to the right.

Tee Valentine, Managing Member

River City Enterprises LLC

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT ("Agreement"), dated as of the 18 day of October, 2023, by and between River City Enterprises, LLC, a Virginia Limited Liability Company, or permitted assigns ("Purchaser") and Wyatt & Thompson ("Seller"), recites and provides:

### RECITALS

A. Seller is the owner of certain real property containing 10.244 acres, more or less, known as Bradley Tract – Highway 265, Parcel C (the "Property"). Tax Parcel ID: 2338-04-0302, zoned M-2.

B. Seller wishes to sell and Purchaser wishes to purchase the Property on the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto covenant and agree as follows:

1. **Contract** This Agreement shall constitute a binding contract for the purchase and sale of the Property, on the terms and conditions set forth herein.

2. **Purchase Price** The purchase price (the "Purchase Price") for the Property shall be \$300,000.00 payable all in cash at settlement by certified or cashiers check, attorneys trust account check or wire transfer, subject to the prorations described herein.

3. **Deposit** Purchaser will deposit refundable earnest money of \$10,000.00 (the "Deposit"), which will be held in an escrow account by Purchaser's Attorney within three (3) business days after full execution of the Purchase and Sale Agreement in escrow pending settlement. The Deposit shall be (i) applied to the Purchase Price at Settlement (as defined herein) if Settlement occurs, or (ii) returned to Purchaser in the event of Seller's default or failure of a condition hereunder and termination of this Agreement in accordance with the terms hereof, or (iii) returned to Purchaser if Purchaser notifies Seller prior to the expiration of the Feasibility Period that Purchaser was not satisfied by the results of his inspections and terminates this Agreement as provided in this Agreement.

4. **Feasibility** During the Sixty (60) calendar day period following the latest of the dates on which Purchaser and Seller have executed this Agreement (the "Feasibility Period"), Purchaser, its agents, employees and contractors shall have the right to enter onto the Property for purposes of conducting surveys, soil tests, market studies, engineering tests, and such other tests, investigations, studies, and inspections as Purchaser deems necessary or desirable to evaluate the Property, provided that (i) all such tests, investigations, studies, and inspections shall be conducted at Purchaser's sole risk and expense, (ii) Purchaser shall give Seller reasonable prior notice of its entry onto the Property, and (iii) Purchaser shall indemnify and hold Seller and the other owners

harmless from and against any losses, liabilities, costs, or expenses (including reasonable attorney's fees) arising out of Purchaser's entry onto the Property, other than as a result of the Seller's negligence or willful misconduct. If Purchaser is not satisfied, in its sole discretion, with all aspects of the Property, he shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be returned to Purchaser. Purchaser requests and Seller agrees to grant two (2) Thirty (30) day extensions at the end of the initial sixty (60) day Feasibility Period. Purchaser agrees to deposit an additional \$2,500.00 per extension. The two deposits for the extension periods shall be non-refundable should Purchaser terminate this Agreement.

**5. Delivery of Documents** Within two (2) days after full execution of this Agreement, Seller shall deliver to Purchaser copies of all existing agreements, surveys, engineering, architectural or zoning documents, tests, or reports, and title insurance policies or reports, if any, and all other information relevant to the use and development of the Property which are in Seller's possession or under Seller's control and not previously delivered to Purchaser. Prior to Settlement, Seller shall upon request of Purchaser provide such other documents and information relating to the Property as Purchaser may reasonably request and which are in Seller's possession or under Seller's control.

**6. Settlement**

**(a) Time and Place.** Settlement of the purchase and sale of the Property shall occur within Fifteen (15) days of the expiration of the Feasibility Period or Extension periods. Settlement shall be made at the offices of Grisham & Barnhardt by Ty Grisham, 310 4<sup>th</sup> Street NE, Suite 104, Charlottesville, VA 22902. Contact Amanda at 434-293-2939 or amanda@grisham-barnhardt.com. Exclusive possession of the Property shall be delivered to Purchaser, or its designee, at Settlement.

**(b) Purchaser's Deliveries** At Settlement, the Purchaser shall pay to Seller the Purchase Price.

**(c) Seller's Deliveries** Seller shall deliver the following to Purchaser or its designee in form and substance satisfactory to Purchaser: (i) a general warranty deed with English covenants of title (the "Deed") conveying good and marketable fee simple title to the Property, described according to Purchaser's survey or duly recorded subdivision plat, free and clear of all liens, encumbrances, conditions and restrictions; (ii) an affidavit as to mechanics' liens and parties; (iii) a Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency; (iv) a Virginia Department of Taxation Form R-5 or R-5E, as applicable; and (v) all organizational documents, resolutions, certificates and other materials reasonably required by Purchaser to confirm Seller's authority to sell the Property, including but not limited to a certificate of fact from the Virginia State Corporation Commission, operating agreement and a company resolution authorizing the sale of the Property.

**(d) Costs** The Seller shall pay the costs of preparing the Deed, one-half of any settlement fee and the Grantor's Tax thereon. The Purchaser shall pay for all transfer taxes for

recording the Deed, one-half of any settlement fee, the examination of title to the Property and all premiums charged by the Purchaser's title insurance company. Real estate taxes, rents, utilities, assessments and any other related fees shall be prorated between Seller and Purchaser as of Settlement, according to the number of days of the year or appropriate billing period, as applicable, which the Property is owned or to be owned by each party. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement hereunder.

7. **Conditions Precedent to Obligation of Purchaser** This Agreement and all of Purchaser's obligations hereunder are further subject to satisfaction of the following conditions:

(a) **Title** Any objections to title reported by Purchaser under Paragraph 8 below shall have been resolved to Purchaser's satisfaction and there shall have been no adverse change in title.

(b) **Seller's Representations and Deliveries** All representations and warranties of Seller made herein shall be true and correct as of the date of Settlement and Seller shall have taken all action and delivered all documents and materials required by this Agreement.

(c) **No Litigation** As of Settlement, there shall be no litigation, proceeding or investigations pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder.

(d) **Property** Seller shall convey fee simple title to the Property.

(e) **Condition of Property** The Property shall be in the same physical condition at Settlement as of the date hereof.

If the foregoing conditions are not satisfied on or before Settlement, Purchaser shall have the right to (i) terminate this Agreement or (ii) waive any or all of such conditions and proceed to purchase the Property with no reduction in the Purchase Price.

8. **Title and Survey Objections** The Purchaser shall have until expiration of the Feasibility Period to report to Seller in writing any survey or title defects or other objections regarding the Property that are disclosed by Purchaser's examinations which, in the opinion of Purchaser or its attorney, adversely affect marketability of title or Purchaser's intended use of the Property. Seller shall advise Purchaser within ten (10) days after receipt of such notice of objections which, if any, of such objections will be corrected by Seller prior to or at the Settlement. If Seller fails to respond within such period, Seller will be deemed to have responded to Purchaser that Seller does intend to correct such objections prior to or at the Settlement. If Seller's response indicates that Seller does not intend to correct any one or more of Purchaser's objections, Purchaser shall have ten (10) days after receipt of Seller's response within which to elect to either (i) terminate this Agreement by notice to Seller or (ii) accept Seller's response and proceed to the Settlement despite such objections without any adjustment to the Purchase Price. If Purchaser elects to so terminate this Agreement, the rights and obligations

of Purchaser and Seller hereunder shall terminate and the Deposit shall be returned to Purchaser. If Seller elects to cure a title defect, Settlement will be delayed by a time equal to the time incurred by Seller in curing such defect, so long as such delay is no greater than thirty (30) days from the date of Settlement set forth in paragraph 6.

If any additional matters of record are discovered or created after the date of the examination of title contemplated hereby, and prior to Settlement, Purchaser shall have the right to further delay Settlement a reasonable time to permit Seller to complete curative action, to terminate this Agreement or waive such matters and proceed to Settlement.

9. **"As Is" Condition** Purchaser agrees to accept the Property at Settlement in its present physical condition, except as otherwise provided herein.

10. **Risk of Loss** The risk of loss or damage to the Property by fire or other casualty prior to Settlement thereon shall be on the Seller. If such loss or damage materially and adversely affects the Purchaser's intended use and enjoyment of the Property as of Settlement, the Purchaser shall have the option to (i) terminate this Agreement, in which event the parties hereto shall have no further obligations or liabilities to one another hereunder; or (ii) proceed to Settlement and accept an assignment of all insurance proceeds payable as a result of such casualty, together with a reduction of the Purchase Price equal to the deductible under Seller's insurance policy.

11. **Condemnation** If all or any portion of the Property is subject to actual or threatened taking pursuant to the power of eminent domain prior to Settlement, the Purchaser shall be entitled to elect either to (a) terminate this Agreement in which event the parties shall have no further obligations hereunder, or (b) proceed to Settlement, in which event, at Purchaser's option (i) all proceeds, awards and other payments arising from any such taking or sale shall be assigned and paid to the Purchaser, or (ii) the Purchase Price paid at Settlement shall be reduced based on the prorata portion of the Property so taken.

12. **Representations and Warranties** The Seller represents and warrants as of the date hereof and shall be deemed to represent and warrant as of Settlement with respect to the Property that:

(a) **Repairs** No governmental agency has served any notice on the Seller regarding, nor does the Seller have knowledge of any needed repairs, alterations or corrections of any existing condition on the Property.

(b) **Government Requirements** The current condition of the Property shall be in conformance with all applicable zoning requirements.

(c) **Utilities** All necessary utility services are available on the Property (including water, electricity, gas, storm and sanitary sewer and telephone).

(d) **No Claims, Order, etc.** There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or, to Seller's knowledge, threatened

against Seller or the Property to which Purchaser might become a party. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, which has or could result in a material adverse effect on the Property or the operation and leasing thereof.

(e) **No Condemnation** Seller has no written notice or actual knowledge of any pending or threatened condemnation of eminent domain proceedings which would affect any of the Property.

(f) **Curb Cuts, Direct Access** No curb cut or street permit or license required for vehicular access to and from the Property to any adjoining street has been revoked or altered. The Property has direct and exclusive access to the adjoining streets and does not require access by easement through the property of another, and the Property is not burdened by the easement rights of others to cross over the Property for access to their property.

(g) **Governmental Order** Seller has received no written notice of any and there has been no violation of any Federal, state, county or other governmental order or requirement of any governmental body of, by, concerning, or caused by a condition existing upon the Property which has not yet been remedied in all respects to the satisfaction of the governmental authority having jurisdiction.

(h) **Mechanics' Liens** No party on behalf of Seller has performed any alteration, repair, construction or other work which would permit the filing of a mechanics' or materialmen's lien against the Property except such parties as have been paid in full for such work or for which payment has been provided.

(i) **No Conflict** Neither the execution nor the delivery of this Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

(j) **Authority** Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The parties executing this Agreement on behalf of Seller are fully authorized to do so.

(k) **Environmental** To Seller's knowledge, without inquiry or investigation, no toxic or hazardous material have been used, discharged or stored on or about the Property and there are not present at or under the Property any hazardous substances, wastes or materials, underground storage tanks or spilled or leaked petroleum products.

(l) **Restrictive Covenants** Seller has not received any written notice of default under and to Seller's knowledge, Seller and the Property are not in default or in violation under any restrictive covenant, easement or other condition of record applicable to or benefiting the Property.

13. **Purchaser Warranties** Purchaser warrants now and as of the date of the Settlement, that it is duly authorized to execute this contract and to perform its obligations hereunder and under all documents contemplated hereunder to be executed by Purchaser. These representations by Purchaser shall survive settlement.

14. **Default** If Purchaser defaults in his performance of this Agreement, Seller may terminate this Agreement in which event the Escrow Agent shall pay the Deposit to Seller as liquidated damages for Purchaser's default. In the event of Seller's default before Settlement, Purchaser shall be entitled to either (i) terminate this Agreement, in which case Purchaser shall be entitled to the return of the Deposit as its sole remedy and recover from Seller an amount equal to all of Purchaser's out of pocket expenditures incurred in connection with its investigation and study of the Property and in preparation of and in anticipation of Settlement, including its attorneys' fees, (ii) as its only other remedy, sue for specific performance of this Agreement; or (iii) exercise any other remedy available at law or in equity.

15. **Agents and Brokers** Each party hereunder represents and warrants that it did not consult or deal with any broker or agent, real estate or otherwise, with regard to this Agreement or the transactions contemplated hereby, save and except Hauser Realty Group and RC Realty Corporation. Seller shall be solely responsible for commissions and fees due to Hauser Realty Group and RC Realty Corporation connection with this transaction pursuant to a separate, written agreement. Each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, which may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representations and warranties.

16. **Notices** Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by hand by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed as follows:

For the Seller: Wyatt & Thompson  
Attn: Marie Richardson  
2321 Riveroute Dr Ste 206  
Danville, VA 24540

For the Purchaser: River City Enterprises, LLC  
Attn: Tee Valentine  
100 10<sup>th</sup> Street NE, Suite 203  
Charlottesville, VA 22902

17. **Assignment** This Agreement may be assigned at the option of the Purchaser to any entity in which Purchaser, owns a majority interest.

**18. Miscellaneous**

(a) This Agreement constitutes the entire agreement between the parties and may not be modified or changed except by written instrument executed by both Seller and Purchaser. All prior negotiations, understandings and agreements are superseded and are merged herein.

(b) All provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

(c) All pronouns shall be construed to be of such gender and number as the context may require.

(d) All headings are for convenience or reference only and do not constitute a part of this Agreement or affect its meaning.

(e) Except as specifically provided to the contrary in this Agreement, the representations and warranties contained herein shall survive Settlement.

(f) This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

(g) This Agreement includes the following Schedule:

Exhibit A – Survey of Property

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name pursuant to due authority as of the dates set forth below.

**SELLER:** **Wyatt & Thompson**

By: *Ronald J. Thompson*  
Its: General Partner  
Date: 10/18/23

**PURCHASER:** **River City Enterprises, LLC**

By: *Tee Valentine*  
Its: Managing Member  
Date: 10-18-2023



# PITTSYLVANIA

COUNTY, VIRGINIA

OFFICE OF COMMUNITY DEVELOPMENT  
P.O. DRAWER D  
Chatham, Virginia 24531  
(434) 432-1771

## SIGN AFFIDAVIT

### Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

### Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

### Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

*Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.*

Case B-23-035 Applicant [Signature] Date 9-28-2023 10/20/2023

Commonwealth Virginia  
C. of Charlottesville 10/20

Sworn to and subscribed before me in my presence this 9-28-2023 day of Oct, 2023 in my City and State aforesaid, by Krista S. Farrell Notary Public. My commission Expires: 9/30/2024

Krista S. Farrell  
NOTARY PUBLIC  
REGISTRATION # 352020  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES 09/30/2024

ASSESSED_G	CALC_AREA	ACCOUNT_NAME1	ACCOUNT_NAME2	ACCOUNT_ADDR1	ACCOUNT_ADDR2	ACCOUNT_CSZ	PROPERTY ADDRESS
2338-03-0100	0.103581	ADAMS, RANDY	<Null>	C/O ADAMS CUSTOM CABINETS INC	306 OLD HWY 360	DANVILLE, VA 24540	280 OLD HWY 360 DANVILLE, VA 24540
2328-92-9649	0.051862	ADAMS, RANDY L	ADAMS, ELIZABETH ANN	126 BECCAN CT	<Null>	DANVILLE, VA 24541	
2338-23-3057	10.195007	APOSTOLIC FAITH TEMPLE	<Null>	124 WITCHER RD	<Null>	RINGGOLD, VA 24586	RINGGOLD, VA 24586
2338-45-0275	34.285028	BARKER, MICHAEL T	BARKER, PHYLLIS K	1235 LITTLE CREEK RD	<Null>	RINGGOLD, VA 24586	RINGGOLD, VA 24586
2338-33-3404	5.289187	BARKER, TONY LYNN	<Null>	845 LITTLE CREEK RD	<Null>	RINGGOLD, VA 24586	813 LITTLE CREEK RD RINGGOLD, VA 24586
2338-08-4655	1.243209	BAUGH, MADELINE ANN	<Null>	3381 OLD RICHMOND ROAD	<Null>	DANVILLE, VA 24540	3381 OLD RICHMOND RD DANVILLE, VA 24540
2338-06-1400	0.874904	BOHANNON, JAMES EDWARD ET ALS	SMITH, CYNTHIA B ET ALS	119 MARY MILES DRIVE	<Null>	DANVILLE, VA 24540	2861 OLD RICHMOND RD DANVILLE, VA 24540
2338-07-2310	1.068078	CAHILL, WILLIAM THOMAS ET ALS	CAHILL, AUDREY R ET ALS	C/O MARSHA DALTON	235 VIRGINIA AVE	DANVILLE, VA 24541	3081 OLD RICHMOND RD DANVILLE, VA 24540
2328-97-6639	5.169472	CAREY, MICHAEL A	<Null>	2865 OLD RICHMOND RD	<Null>	DANVILLE, VA 24540	
2338-06-4018	2.229992	CAREY, MICHAEL C	CAREY, JAMI	154 HARTFORD STREET	<Null>	DANVILLE, VA 24540	3021 OLD RICHMOND RD DANVILLE, VA 24540
2338-33-3699	1.662346	COLVIN, RONALD NICHOLAS	COLVIN, JESSICA WORLEY	881 LITTLE CREEK RD	<Null>	RINGGOLD, VA 24586	881 LITTLE CREEK RD RINGGOLD, VA 24586
2338-09-3035	0.892203	COMPTON, ZACHARY ALEXANDER	<Null>	7129 OLD RICHMOND RD	<Null>	DANVILLE, VA 24540	
2328-93-2214	24.316077	DANCHEM TECHNOLOGIES INC	<Null>	1975 OLD RICHMOND RD	<Null>	DANVILLE, VA 24540	252 OLD HIGHWAY 360 DANVILLE, VA 24540
2338-09-0300	5.863489	DODSON, HUGH G	<Null>	3497 OLD RICHMOND RD	<Null>	DANVILLE, VA 24540	3497 OLD RICHMOND RD DANVILLE, VA 24540
2328-93-7297	0.349412	GUY, WALTER L	<Null>	325 OLD HWY 360	<Null>	DANVILLE, VA 24540	325 OLD HWY 360
2338-08-4940	1.116696	HAIRFIELD, LINDA ADAMS	<Null>	617 HOMESTEAD TRAIL	<Null>	RINGGOLD, VA 24586	3445 OLD RICHMOND RD DANVILLE, VA 24540
2338-08-5797	0.912997	HAIRFIELD, LINDA PAULETTE ADAMS AYERS	<Null>	C/O LINDA P HAIRFIELD	617 HOMESTEAD TRAIL	RINGGOLD, VA 24586	3401 OLD RICHMOND RD DANVILLE, VA 24540
2328-86-2078	10.641412	HAYMORE, JOHN P	HAYMORE, PAMELA A	149 FORESTDALE DR	<Null>	DANVILLE, VA 24541	
2338-33-4719	1.419818	MANGUM, PERCY	MANGUM, WANDA	897 LITTLE CREEK RD	<Null>	RINGGOLD, VA 24586	897 LITTLE CREEK RD RINGGOLD, VA 24586
2338-02-3622	1.611719	MARSHALL ROBERT REVOCABLE TRUST ET ALS	MARSHALL MARGARET D ESTATE ET ALS	C/O DAVID A LONG JR	6424 WHISPERING PINES RD	CASCADE, VA 24069	
2338-15-0778	46.998832	MARSHALL, DANIEL W III	MARSHALL, STEVEN A	P O BOX 439	<Null>	DANVILLE, VA 24543	2720 OLD RICHMOND RD DANVILLE, VA 24540
2338-08-4516	1.231839	MILLS, MARY ADAMS	MILLS, CHRISTOPHER ALAN	883 COUNTRYSIDE DR	<Null>	RINGGOLD, VA 24586	3345 OLD RICHMOND RD DANVILLE, VA 24540
2328-89-6328	25.793621	OWEN, TANNER LEE	<Null>	1150 HANKINS LANE	<Null>	KEELING, VA 24566	
2328-95-9467	0.00272	RICE, RONALD F JR	RICE, NADINE L	2637 OLD RICHMOND RD	<Null>	DANVILLE, VA 24540	2637 OLD RICHMOND RD DANVILLE, VA 24540
2338-13-1047	4.420206	RIPLEY, CLARA LEE P	<Null>	265 LITTLE CREEK RD	<Null>	DANVILLE, VA 24540	
2338-02-8813	1.448482	RIPLEY, THOMAS E	RIPLEY, CLARA LEE P	265 LITTLE CREEK RD	<Null>	DANVILLE, VA 24540	
2338-08-2171	1.308159	TRT RENTALS LLC	<Null>	6600 FRANKLIN TPKE	<Null>	DRY FORK, VA 24549	3261 OLD RICHMOND RD DANVILLE, VA 24540
2338-07-2960	1.125265	WILSON, SAUNDERS	<Null>	3221 OLD RICHMOND RD	<Null>	DANVILLE, VA 24540	
2328-84-8084	16.833945	WYATT & THOMPSON	<Null>	2321 RIVERSIDE DRIVE	<Null>	DANVILLE, VA 24540	

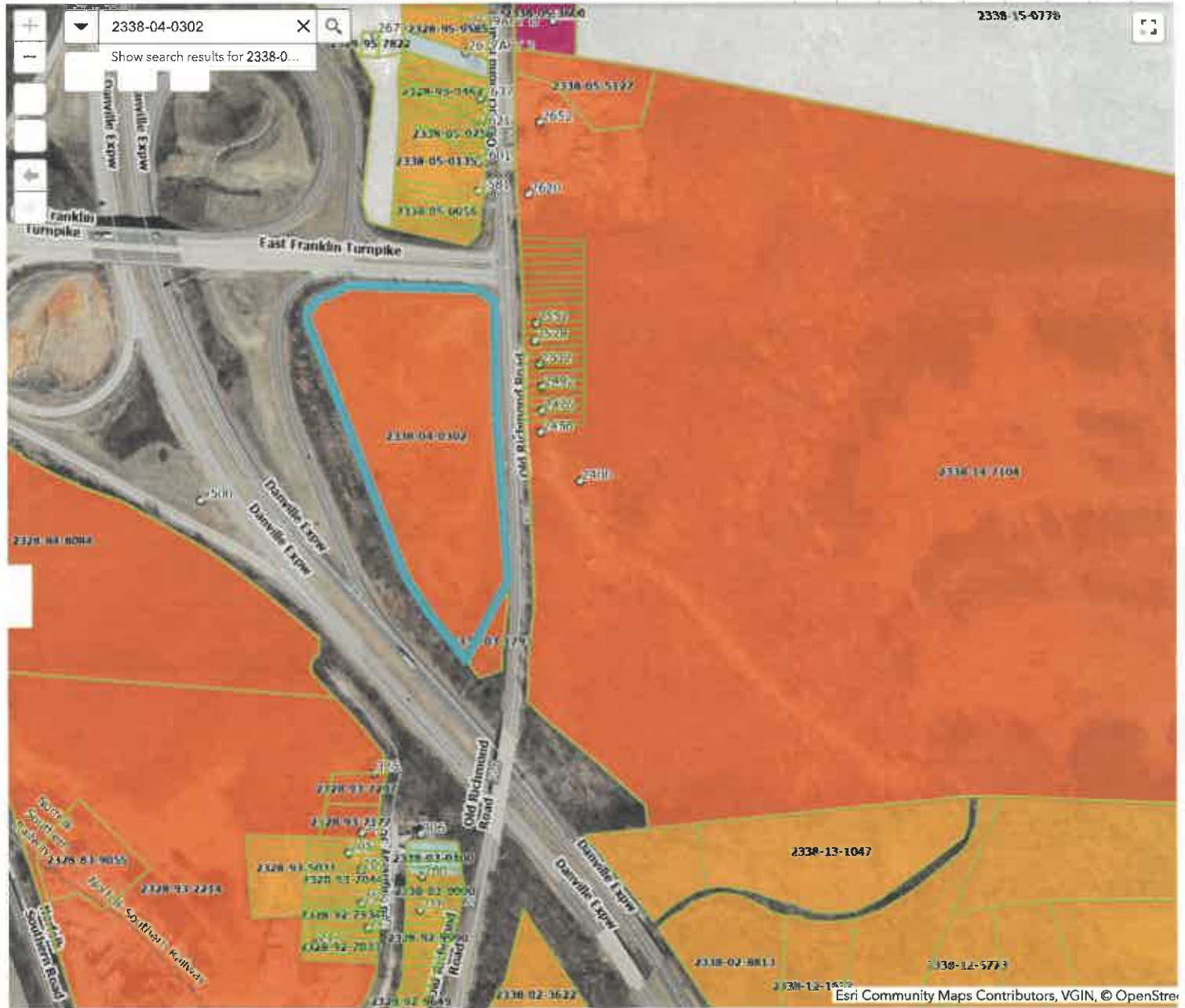
R-23-035 RIVER CITY ENTERPRISES, LLC





Layers

- Virginia Towns
- Virginia Cities and Counties
- Tax Parcels (All)
- Tax Parcels (group layer)
- Addressing (group layer)
- Administrative (group layer)
- Base Map (group layer)
- Community Development (group layer)
- Economic Development (group layer)
- Emergency Services
- Parks and Recreation (group layer)
- Population Demographics (group layer)
- Public Utilities (group layer)
- Schools (group layer)
- Tax Map Grids (group layer)
- Transportation (group layer)
- Voter Services (group layer)
- Waste Collection (group layer)
- Zoning (group layer)
- Zoning Districts
- VBMP 2002 Aerial Imagery
- VBMP 2011 Aerial Imagery
- VBMP 2015 Aerial Imagery
- VBMP 2019 Aerial Imagery
- VBMP 2023 Aerial Imagery



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 Click to restore the map extent and layers visibility where you left off.

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS

### EXECUTIVE SUMMARY

#### Public Hearing

<b>Agenda Title:</b>	Public Hearing: Pittsylvania County Code Amendments, Chapter 18 (Subdivision Ordinance)				
<b>Staff Contact(s):</b>	Emily Ragsdale				
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	10.b.1.		
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td>Chapter 18 Subdivision Revisions</td> </tr> </table>			1.	Chapter 18 Subdivision Revisions
1.	Chapter 18 Subdivision Revisions				
<b>Reviewed By:</b>	JVH				

#### **SUMMARY:**

On August 15, 2023, the Board adopted amendments to Pittsylvania County Code ("PCC") Chapter 35, Division 7, Residential Planned Unit Development District ("RPD"), reducing minimum lots sizes, allowing private streets to be utilized to provide access to certain uses upon Board approval, and increased density. Currently, PCC Chapter 18, Subdivision Ordinance, requires a minimum of fifty (50) feet of road frontage on a state-maintained road for all properties that are governed by the Ordinance. Without the adoption of the attached proposed PCC revisions, this requirement would supersede the amendments made to the County's Zoning Ordinance, eliminating the possibility for the property to be subdivided. This Public Hearing was duly advertised in the *Chatham Star Tribune* on December 6 and 13, 2023. For the Board's review and consideration, attached are the proposed PCC revisions.

#### **FINANCIAL IMPACT AND FUNDING SOURCE:**

None.

#### **RECOMMENDATION:**

Following the conducting of the legally required Public Hearing, County Community Development Staff recommends the Board approve the attached PCC Amendments as presented.

#### **MOTION:**

"I make a Motion approving the attached revisions to PCC Chapter 18 as presented."

## **PUBLIC HEARING NOTICE**

The Pittsylvania County Board of Supervisors will hold a Public Hearing at 7:00 p.m. on Tuesday, December 19, 2023, at the Board Meeting Room, 39 Bank Street, Chatham, Virginia 24531, to receive citizen input on proposed revisions to Pittsylvania County Code (“PCC”), Chapter 18, Subdivision Ordinance. A complete copy of the proposed revisions is available at the Pittsylvania County Administrator’s Office, 1 Center Street, Chatham, Virginia 24531, Monday through Friday, 8:00 a.m. to 5:00 p.m., as well as on the County’s website at [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov).

PITTSYLVANIA COUNTY CODE

CHAPTER 18

SUBDIVISION ORDINANCE

Article I.

General Considerations

- § 18-1. Incorporation of State Laws
- § 18-2. Definition
- § 18-3. Administration
- § 18-4. Duties
- § 18-5. To Consult

Article II.

Submission of Plats

- § 18-6. Platting Required
- § 18-7. Appeal of Disapproval by Agent
- § 18-8. Draw and Certify
- § 18-9. Owner's Statement
- § 18-10. No One Exempt
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- § 18-12. Necessary Changes
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- § 18-20. Plans and Specifications
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## Approval of Plats

- § 18-27. Approval Required Before Sale
- § 18-28. Preliminary Sketch
- § 18-29. Preliminary Plat
- § 18-30. Procedure
- § 18-31. No Guarantee
- § 18-32. Six Months' Limit
- § 18-33. Final Plat
- § 18-34. Conditions
- § 18-35. Special Provisions

## Article V. Advertising Standards

- § 18-36. Advertising Standards

## Article VII. Effectual Clauses

- § 18-37. Exceptions
- § 18-38. Penalties
- § 18-39. Severability
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- § 18-42. Street and Highway Construction

PITTSYLVANIA COUNTY CODE

CHAPTER 18

SUBDIVISION ORDINANCE

An ordinance to regulate the subdivision of property into lots, streets, alleys, and other public areas, to provide for the making and recording of plats of such subdivisions and the certification of same and provide for the approval of plats.

Whereas, pursuant to Chapter 22, Article 6 of Title 15.2, Code of Virginia 1950, as amended, the Board of Supervisors of Pittsylvania County, Virginia, is authorized to adopt regulations to assure the orderly subdivision of land and its development, to provide for the harmonious and economic development of the county, for the coordination of streets within subdivisions of land with other existing or planned streets, for adequate open spaces for traffic, recreation, light and air, and for distribution of population and traffic which will tend to create conditions favorable to health, safety, convenience and prosperity.

Therefore, be it ordered by the Board of Supervisors of Pittsylvania County, Virginia, that the following regulations are hereby adopted for the subdivision of land within unincorporated portions of Pittsylvania County, and from and after the effective date of this ordinance, every owner or proprietor of any tract of land to which these regulations apply after the approval of the Board of Supervisors or designated agent, shall cause a plat of such subdivision developed and prepared in accordance with these regulations with reference to known or permanent monuments, to be made and recorded in the office of the Clerk of the Circuit Court wherein deeds conveying such land are required by law to be recorded. A copy of said plat shall also be filed in the office of the Commissioner of Revenue.

CHAPTER 18  
SUBDIVISION ORDINANCE

**Purpose:**

The purpose of this ordinance is to establish certain standards for the division of land into subdivided parts in accordance with procedures established by Pittsylvania County, Virginia, within such of its geographical area as may come under jurisdiction of the governing body.

These regulations are part of a long-range plan to guide and facilitate the orderly beneficial growth of the community, and to promote the public health, safety, convenience, comfort, prosperity and general welfare. More specifically, the purpose of these standards and procedures are to provide a guide for the change that occurs when lands and acreage become urban in character as a result of development for residential, business or industrial purposes; to provide assurance that the purchasers of lots are buying a commodity that is suitable for development and use; and to make possible the provisions of public services in a safe, adequate and efficient manner. Subdivided land sooner or later becomes a public responsibility in that roads and streets must be maintained and numerous public services customary to urban areas must be provided. This ordinance assists the community in meeting these responsibilities.

**Article I. General Considerations**

**Sec. 18-1. Incorporation of State Laws**

This ordinance hereby incorporates by reference Title 15.2, Chapter 22, Article 6 of the Code of Virginia (1950), as amended; and related laws.

**Sec. 18-2. Definitions**

For the purpose of this ordinance, certain words and terms used herein shall be interpreted or defined as follows: Words used in the present tense include the future, words in the singular number include the plural, and the plural the singular, unless the natural construction of the word indicates otherwise; the word "lot" includes the word "parcel"; the word "shall" is mandatory and not discretionary; the word "approve" shall be considered to be followed by the words "or disapprove"; and reference to this ordinance includes all ordinances amending or supplementing the same; all distances and areas refer to measurement in a horizontal plane.

- (a) Agent. The representative of the Board of Supervisors of Pittsylvania County who has been appointed agent of the Board in approving subdivision plats.
- (b) Alley. A permanent service way providing a secondary means of access to abutting properties.
- (c) Building line. The distance which a building is from the front line or front boundary line.

- (d) Commission. The Planning Commission of Pittsylvania County, Virginia.
- (e) Cul-de-sac. A street with only one outlet and having an appropriate turn-around for a state and convenient reverse traffic movement.
- (f) Developer. An owner of property being subdivided, whether or not represented by an agent.
- (g) Easement. A grant by a property owner of the use of land for a specific purpose or purposes.
- (h) Engineer. An engineer licensed by the Commonwealth of Virginia.
- (i) Governing Body. The Board of Supervisors of Pittsylvania County, Virginia.
- (j) Health Official. Either the health director or sanitarian of Pittsylvania County, Virginia.
- (k) Highway Engineer. The resident engineer employed by the Virginia Department of Transportation.
- (l) Jurisdiction. The area or territory subject to the legislative control of the governing body.
- (m) Lot. A numbered and recorded portion of a subdivision intended for transfer of ownership or for building development for a single building and its accessory building.
- (n) Lot, corner. A lot abutting upon two (2) or more streets at their intersection; the shortest side fronting upon a street shall be considered the front of the lot, and the longest side fronting upon a street shall be considered the side of the lot.
- (o) Lot, depth of. The mean horizontal distance between the front and rear lot lines.
- (p) Lot, double frontage. An interior lot having frontage on two (2) streets.
- (q) Lot of record. A lot which has been recorded in the office of the Clerk of the Circuit Court.
- (r) Lot, width of. The mean horizontal distance between the side lot lines.
- (s) Planned Residential Communities. Is a planned unit development consisting of varied types of residential land use and density. All Planned Residential Communities (PRC) must comply with this subdivision ordinance and are subject to additional requirements as may be deemed necessary by the Board or its designated agent.
- (t) Plat. Includes the terms map, plan, plot, replat, or replot; a map or plan of a tract or parcel of land which is to be, or which has been subdivided. When used as a verb "plat" is synonymous with "subdivide."

- (u) Property. Any tract, lot, parcel or several of the same collected together for the purpose of subdividing.
- (v) Remnant. There shall be no remnants of land left in a subdivision.
- (w) Re-subdivision. The division of a lot, parcel, or tract in an approved subdivision into two (2) or more lots, parcels, or tracts. All resubdivisions shall comply and be subject to the same policies and procedures as a subdivision.
- (x) Street. A public right-of-way, or publicly dedicated right-of-way which offers a primary means of vehicular ingress and egress, or access, to properties, or abutting properties, or provides for through traffic, whether designated as a highway, street, avenue, boulevard, road, lane, alley or any other public way. **(B.S.M. 07/01/02)**
- (y) Street or alley, public use of. The unrestricted use of a specified area or right of way for ingress and egress to two (2) or more abutting properties.
- (z) Street, major. A heavily traveled thoroughfare or highway that carries a large volume of through traffic, or anticipated traffic exceeding five hundred (500) vehicles per day.
- (aa) Street, other. A street that is used primarily as a means of public access to the abutting properties with anticipated traffic of less than five hundred (500) vehicles per day.
- (bb) Street, service drive. A public right of way generally paralleled and contiguous to a major highway, primarily designed to promote safety by eliminating promiscuous ingress and egress to the right of way by providing safe and orderly points of access to the highway.
- (cc) Street width. The total width of the strip of land dedicated or reserved for public travel, including roadway, curbs, gutters, sidewalks, and planting strips.
- (dd) Subdivision. A subdivision shall mean the division of any-lot, parcel, or tract of land into four (4) or more parts each for the purpose of transfer of ownership or building development, or if a new street is involved in such division, any division of a parcel of land is required to meet the requirements of this ordinance.  
**(B.S.M. 04/06/87), (B.S.M. 07/01/02)**

The term subdivision shall not include a bona fide single division or partition of land between immediate family members for a building site. The term “immediate family” shall be defined as provided for in Virginia Code Section 15.2-2244 A, as the same may be from time to time amended, which is incorporated herein by reference. Any such division shall be subject to provisions of Virginia Code Section 15.2-2244.1, as the same may from time to time be amended. In addition, no division of land which has been ordered by a Court of competent jurisdiction shall be subject to the provision of this ordinance. **(B.S.M. 07/07/08)(B.S.M. 12/21/10)**

The word “subdivide” and any derivative thereof shall have reference to the term “subdivider” as defined below:

(ee) Subdivider. An individual, corporation or registered partnership, owning any tract, lot or parcel of land to be subdivided, or group of (2) two or more persons owning any tract, lot or parcel of land to be subdivided, who has given their power of attorney to one of their group or to another individual to act on their behalf in planning, negotiating for, in representing, or executing the legal requirements of the subdivision.

(ff) Surveyor. Certified land surveyor as licensed by the Commonwealth of Virginia.

### **Sec. 18-3. Administration**

The County Administrator, or his designee hereby is designated the agent appointed by the Board of Supervisors to administer this ordinance. In so acting, the agent shall be considered the agent of the Board of Supervisors, and approval or disapproval by the agent shall constitute approval or disapproval until countermanded by the Board of Supervisors. (B.S.M. 07/01/02)

### **Sec. 18-4. Duties**

The agent shall perform its duties as regards subdivisions and subdividing in accordance with this ordinance and with Article 7 of the Virginia Planning Act.

### **Sec. 18-5. To Consult**

In the performance of its duties the agent may call for opinions or decisions, either verbal or written, from other departments in considering details of any submitted plat. This authority by the agent shall have particular reference to the resident highway engineer and the health officer.

## **Article II. Procedure for Making and Recording Plats**

### **Sec. 18-6. Platting Required**

Any owner or developer of any tract of land situated within Pittsylvania County who subdivides the same shall cause a plat of such subdivision, with reference to known or permanent monuments to be made and recorded in the office of the clerk of the Circuit Court of Pittsylvania, Virginia. No such plat of subdivision shall be recorded unless and until it shall have been submitted, approved and certified by the agent in accordance with the regulations set forth in this ordinance. No lot shall be sold in any such subdivision before the plat shall have been recorded.

### **Sec. 18-7. Appeal of Disapproval by Agent**

In the event a plan for subdivision is disapproved by the agent, the subdivider may appeal to the governing body which may then override the recommendation of the agent and approve said plat.

### **Sec. 18-8. Draw and Certify**

Every such plat shall be prepared by a surveyor or civil engineer duly licensed by the State of Virginia, who shall endorse upon each plat a certificate signed by him setting forth the source of the title of the land subdivided, and the place of record of the last instrument in the chain of title. When the plat is of land acquired from more than one source of title, the outlines of the several tracts shall be indicated upon such plat, within an insert block, or by means of a dotted boundary line upon the plat.

### **Sec. 18-9. Owner's Statement**

Every such plat, or the deed of dedication to which such plat is attached, shall contain in addition to the surveyor's or civil engineer's certificate a statement to the effect that "the above and foregoing subdivision of (here insert correct description of the land subdivided) as appears in this plat is with free consent and in accordance with the desire of the undersigned owners, proprietors, and trustees, if any," which shall be signed by the owners, proprietors, and trustees, if any, and shall be duly acknowledged before some officer authorized to take acknowledgements of deeds and when thus executed and approved as herein specified shall be filed and recorded in the office of the clerk of the Circuit Court of Pittsylvania County, Virginia, and included under the names of the land owners signing such statement and under the name of the subdivision.

### **Sec. 18-10. No One Exempt**

No person shall subdivide any tract of land that is located within Pittsylvania County as defined in Article 7 of the Virginia Planning Act except in conformity with the provisions of this ordinance.

### **Sec. 18-11. Private Contracts**

This ordinance bears no relation to any private easement, covenant, agreement or restrictions, nor is the responsibility of enforcing such private easement, covenant, agreement or restriction implied herein to any public official. When this ordinance calls for more restrictive standards than are required by private contract the provisions of this ordinance shall control.

### **Sec. 18-12. Necessary Changes**

No change, erasure or revision shall be made on any preliminary or final plat, nor on accompanying data sheets after approval of the agent has been endorsed in writing on the plat or sheets, unless authorization for such changes have been granted in writing by the agent.

### **Sec. 18-13. Fees**

There shall be a charge for the examination and approval or disapproval of every plat reviewed by the agent. At the time of filing the final plat in the Administrator's Office, the subdivider may pay in cash or deposit with the agent checks payable to the treasurer in the amount of twenty-five dollars (\$25.00) per plat plus one dollar (\$1.00) per lot. In the event a plat is disapproved there will be a fee of ten dollars (\$10.00) payable on return of the disapproved plat.

### **Article III. Requirements of Subdivisions**

#### **Sec. 18-14. Mutual Responsibility**

There is a mutual responsibility between the subdivider and the county to divide the land so as to improve the general use pattern of the land being subdivided.

#### **Sec. 18-15. Land Must be Suitable**

The agent shall not approve the subdivision of land if from adequate investigations conducted by all public agencies concerned, it has been determined that in the best interest of the public the site is not suitable for platting and development purposes of the kind proposed.

#### **Sec. 18-16. Flooding**

Land subject to flooding and land deemed to be topographically unsuitable shall not be platted for residential occupancy, or for such other uses as may increase danger of health, life or property, or aggravate erosion or flood hazard. Such land within the subdivision shall be set aside on the plat for such uses as shall not be endangered by periodic or occasional inundation or shall not produce conditions contrary to public welfare.

#### **Sec. 18-17. Building Site**

To insure that residents will have sufficient land upon which to build a house which is flood free, the agent may require the subdivider to provide elevation and flood profiles sufficient to demonstrate the land to be completely free of the danger of flood waters.

#### **Sec. 18-18. Improvements**

All required improvements shall be installed by the subdivider at his cost. In cases where specifications have been established either by the Virginia Department of Transportation or local ordinances and codes, such specifications shall be followed. The subdivider's bond shall not be released until construction has been inspected and approved by the appropriate engineer. All improvements shall be in accordance with the following requirements: **(B.S.M. 07/01/02)**

A. Lot size - public water and sewer. Residential lots served by both public water and public sewer systems shall be seventy-five (75) feet or more in width at the building line and ten thousand (10,000) square feet or more in area; provided, however, smaller lot sizes may be approved by the Board of Supervisors as part of a rezoning application for lots in the Residential Planned Unit Development District.

B. Lot size - public water or sewer. Residential lots served by either public water or public sewer systems shall be one hundred (100) feet or more in width at the building line and fifteen thousand (15,000) feet or more in area.

C. Lot size - neither public water nor sewer. Residential lots served by neither public water nor public sewer systems shall be one hundred (100) feet or more in width and twenty thousand (20,000) square feet or more in area.



D. Minimum front footage. The minimum allowable front footage on a lot fronting on a public street shall be fifty (50) feet, except (i) that the minimum for lots on a cul-de-sac shall be thirty (30) feet or (ii) for property fronting on a private street with the minimum approved lot width in the Residential Planned Unit Development District as approved by the Board of Supervisors as part of a rezoning application.

E. Septic tanks. The agent shall not approve any subdivision where sanitary sewers are not provided unless that agent shall receive in writing from the health official, a statement to the effect that the area contained in the subdivision is satisfactory for the installation of septic tanks, and that they will not create hazards to public health on an individual lot by all basis.

F. Exceptions. Greater lot areas may be required where individual septic tanks or individual wells are used if the health official determines that there are factors of drainage, soil condition or other conditions to cause potential health problems. The agency may require that data from percolation tests be submitted as a basis for passing upon subdivisions dependent upon septic tanks as a means of sewage disposal.

G. Flood control and drainage. The subdivider shall provide all necessary information needed to determine what improvements are necessary to properly develop the subject property including flood control devices. The subdivider shall also provide plans for all such improvements together with a certified engineer's statement that such improvements, when properly installed, will be adequate for proper development. The highway engineer shall then approve or disapprove the plans. The subdivider shall also provide any other information required by the highway engineer.

H. Easements. The agent may require that easements for drainage through adjoining property be provided by the subdivider. Easements of not less than ten (10) feet in width shall be provided for water, sewer, power lines and other utilities in the subdivision when required by the agent.

I. Public water. Where public water is available the service shall be extended to all lots within a subdivision.

J. Private water and/or sewer. Nothing in this regulation shall prevent the installation of privately owned water distribution systems or sewage collection and treatment facilities, provided, however, that any such installations must meet all of the requirements of the State Water Control Board, the State Health Department, and any other State or local regulation having authority over such installations.

K. Fire protection. The installation of adequate fire hydrants in a subdivision at locations approved by the agent may be required, provided necessary public water is available. The agent shall consult with the proper authority before approving such location.

### **Sec. 18-19. Bond**

Before any subdivision plat will be finally approved by the agent, the subdivider shall, in lieu of completed construction of any street, curb, sidewalk, drainage or sewage system, or other improvements to be financed in whole or part by private funds, furnish to the governing body a certified check in the amount of estimated costs of construction, or a performance bond, with surety satisfactory to the governing body in an amount calculated by the agent to be sufficient for

and conditioned upon the construction of such facilities or the required improvements, in a workmanlike manner, and in accordance with specifications and construction schedules established or approved by the appropriate engineer, which bond shall be payable to and held by the Board of Supervisors.

Upon written request by the subdivider or developer, the governing body, or its agent, shall provide periodic partial and final complete release of any bond, escrow, letter of credit, or other performance guarantee required by the governing body, in accordance with the provisions of Title 15.2-2245 of the Code of Virginia, as amended. The governing body shall not provide final complete release of any bond, escrow, letter of credit, or other performance guarantee required for the proper construction of subdivision streets until these streets are accepted into the secondary road system of the Virginia Department of Transportation. When it shall become necessary to forfeit the bond to cover required improvement, once three (3) houses are completed in subdivision section with four (4) or more lots, the County subdivision agent shall notify the developer by registered or certified mail of the County's intent to forfeit the bond. The developer may establish a schedule to complete the work with the subdivision agent; such schedule shall not exceed six (6) months from the date of the certified notice. A waiver on the six (6) months requirement may be granted by the Board of Supervisors upon written request to the Board of Supervisors at regularly scheduled meeting. **(B.S.M. 07/01/02)**

#### **Sec. 18-20. Plans and Specifications**

Three (3) blue or black line prints of the plans and specifications for all required physical improvements to be installed, shall be prepared by a certified land surveyor or civil engineer and shall be submitted to the agent, who shall approve or disapprove within thirty (30) days, except as Section 18-29 (H.) is applicable. If approved, one (1) copy bearing certification of such approval shall be returned to the subdivider. If disapproved, all papers shall be returned to the subdivider with the reason of disapproval in writing. In the event no action is taken in thirty (30) days such subdivision shall be deemed approved.

#### **Sec. 18-21. Part of a Tract**

Whenever part of a tract is proposed for platting and it is intended to subdivide additional parts in the future, a sketch plan for the entire tract shall be submitted with the preliminary plat.

#### **Sec. 18-22. Lots**

A. Shape. The lot arrangement, design, and shape shall be such that lots will provide satisfactory and desirable sites for buildings, and be properly related to topography, and conform to requirements of this ordinance. Lots shall not contain peculiarly shaped elongation's solely to provide necessary square footage of area, which would be unusable for normal purposes.

B. Location. Each lot shall abut on a street dedicated by the subdivision plat, or on an existing publicly dedicated street, or on a street, which has become public by right of use, or on a private street approved in the Residential Planned Unit Development District by the Board of Supervisors as part of a rezoning application. If the existing streets are not fifty (50) feet in width, the subdivider shall make provisions in the deeds to the lots for all buildings to be so constructed as to permit the widening by dedication of such roads or streets to a width of fifty (50) feet.

C. Building lines. It is recommended that all structures have a minimum setback of thirty (30) feet from any street right-of-way line except in a Residential Planned Unit Development District and such setbacks will comply with the requirements of the Residential Planned Unit Development District regulations.

D. Corner lots. Corner lots shall have extra width sufficient for maintenance of any required building lines on both streets as required by the agent.

E. Side lines. Side lines of lots shall be approximately at right angles, or radial to the street line.

F. Remnants. All remnants of lots below minimum size left over after subdividing of a tract must be added to adjacent lots, or otherwise disposed of rather than allowed to remain unusable parcels.

### **Sec. 18-23. Blocks**

A. Length and width. The maximum length of blocks generally shall be twelve hundred (1,200) feet and the minimum length of blocks upon which lots have frontage shall generally be five hundred (500) feet- except as part of a Residential Planned Unit Development District community design plan approved by the Board of Supervisors during the rezoning process. Blocks shall be wide enough to allow two tiers of lots of minimum depth, except where fronting on major streets, unless prevented by topographical conditions or size of the property, in which case the agent may approve a single tier of lots of minimum depth.

B. Orientation. Where a subdivision adjoins a major road, the commission may require that the greater dimension of the block shall front or back upon such major thoroughfare to avoid unnecessary ingress or egress.

C. Business or industrial. Blocks intended for business or industrial use shall be designed specifically for such purposes with adequate space set aside for off-street parking and delivery facilities.

### **Sec. 18-24. Streets**

A. Alignment and layout. The arrangement of streets in new subdivisions shall make provision for the continuation of existing streets in adjoining areas. The street arrangement must be such as to cause no unnecessary hardship to owners of adjoining property when they plat their own land and seek to provide for convenient access to it. Where, in the opinion of the agent, it is desirable to provide for street access to adjoining property, proposed streets shall be extended by dedication to the boundary line of such property. Half streets along the boundary of land proposed for subdivision may not be permitted. Wherever possible, streets should intersect at right angles. In all hillside areas streets running with contours shall be required to intersect at angles of not less than sixty (60) degrees, unless approved by the highway engineer.

B. Approach angle. Major streets shall approach the major or collector streets at an angle or not less than eighty (80) degrees, unless the agent upon recommendation of the highway engineer, shall approve a lesser angle of approach for reasons of contour, terrain or matching of existing patterns.

C. Minimum widths. The minimum widths of proposed streets, measured from

the lot line, shall be as shown on the major street plan, or if not shown on such plan shall be:

1. As identified in the VDOT subdivision street standards on 24VAC 30-90-380 Table I as revised by VDOT.
2. Rural rustic roads, as defined by Virginia Department of Transportation, not less than thirty (30) feet. **(B.S.M. 09/19/02)**
3. Or other minor streets which cannot be extended in the future – no less than forty (40) feet. **(B.S.M. 09/01/02)**

**D. Construction requirements.** Unless otherwise specified, all street construction requirements shall be those of the Virginia Department of Transportation for acceptance into the State secondary system, including but not limited to the current edition of: "Subdivision Street Requirements" and "Pavement Design Guide for Subdivision and Secondary Roads in Virginia", as both are amended from time to time. **(B.S.M. 07/01/02)**

**E. Cul-de-sacs.** Shall meet the requirements of VDOT 24VAC 30-90-380 subdivision standard as revised by VDOT. **(B.S.M. 03/21/06)**

**F. Alleys.** Alleys should be avoided wherever possible except for an alley located in the Residential Planned Unit Development District that is approved by the Board of Supervisors as part of the rezoning process. Dead-end alleys, if unavoidable, shall be provided with adequate turnaround facilities as determined by the agent.

**G. Private streets.** Except as provided in Section 15.2-2267 Code of Virginia, 1950, as the same may from time to time be amended, there shall be no private streets platted in any subdivision except for an alley located in the Residential Planned Unit Development District that is approved by the Board of Supervisors as part of the rezoning process. Every subdivided property shall be served from a publicly dedicated street except properties located within the Residential Planned Unit Development District that are served by a private street approved by the Board of Supervisors as part of the rezoning process. There shall be no reserved strips controlling access to streets, except where the control of such strips is definitely placed within the community under conditions approved by the agent. **(B.S.M. 03/21/06)**

**H. Names.** Proposed streets which are obviously in alignment with other already existing and named streets shall bear the names of the existing street. In no case shall the name of proposed streets duplicate existing street names in Pittsylvania County and adjoining jurisdictions, irrespective of the use of the suffix street, avenue, boulevard, drive, way, place, lane or court. Street names shall be indicated on the preliminary and final plats, and shall be approved by the agent. Names of existing streets shall not be changed except by approval of the Board of Supervisors.

**I. Identification signs.** Street identification signs of an approved design shall be installed at all intersections.

**J. Grades.** Deleted in its entirety. **(B.S.M. 03/21/06)**

## **Sec. 18-25. Monuments**

A. Visible for inspection. Upon completion of subdivision streets, sewers and other improvements, the subdivider shall make certain that all monuments required by the highway engineer are clearly visible for inspection and use. Such monuments shall be inspected and approved by the engineer before any improvements are accepted by the Board of Supervisors.

B. Location - permanent. Permanent monuments shall be set at all street corners, at all points where the street line intersects the exterior boundaries of the subdivision, and at right angle points, and points of curve in each street. The top of the monument shall have an appropriate mark to identify properly the location.

C. Location - iron. All other lot corners shall be marked with solid iron not less than five-eighths (5/8) inch in diameter and twenty-four (24) inches long and driven so as to be flush with the finished grade. When rock is encountered, drill a hole four (4) inches deep in the rock and cement a steel or iron rod at least five-eighths (5/8) inch diameter whose top shall be flush with the finished grade line.

### **Sec. 18-26. Reservation of Land for Public Purposes**

The Board of Supervisors or Planning Commission may require subdividers of residential subdivisions to set aside land for parks, playgrounds, schools, libraries, county buildings, and similar public and semipublic uses, subject to the following regulations:

A. Subdividers shall not be required to reserve land for public purposes other than streets, drainage, parks and playgrounds, except on a reimbursement basis. They shall be reimbursed by the jurisdiction or agency requiring the land. The county shall be required to obtain an option upon the property involved for a period of twelve (12) months following the recording of the plat for such purchase. If the land is not purchased within the said twelve (12) months it may be sold as lots for the same purpose for which the subdivision was platted. To facilitate such possible eventual sale of reserved land as separate lots, the subdivider shall show on his final plat, by dotted lines and dotted numbers, the sizes and dimensions of lots to be created within the boundaries of any such reserved land, and may sell such lots, after the expiration date of the reservation, by lot number, without filing an amended plat.

B. The commission shall make certain that lands so reserved are divisible in the same manner as the remainder of the subdivision so that the subdivider will not be required to reserve an unusable portion of his subdivision.

## **Article IV. Approval of Plats**

### **Sec. 18-27. Approval Required Before Sale**

Whenever any subdivision of land is proposed, and before any permit for the erection of a structure shall be granted, the subdivider or his agent shall apply in writing to the agent for the approval of the subdivision plat and submit three (3) copies of the preliminary plat including the lot, street and utilities layout. No lot shall be sold until a final plat for the subdivision shall have been approved and recorded in the following manner.

### **Sec. 18-28. Preliminary Sketch**

The subdivider may, if he so chooses, submit to the agent a preliminary sketch of the proposed subdivision prior to his preparing an engineered preliminary, and final plat. The purpose of such

preliminary sketch is to permit the agent to advise the subdivider whether his plans in general, are in accordance with the requirements of this ordinance. The commission, upon submission of any preliminary sketch, shall study it, and advise the subdivider wherein it appears that changes would be necessary. The agent may mark the preliminary sketch indicating necessary changes and any such marked sketch shall be returned to the commission with the preliminary plat.

### **Sec. 18-29. Preliminary Plat**

The subdivider shall present to the agent three (3) copies of a preliminary layout at a scale of not less than one hundred (100) feet to the inch as a preliminary plat. The preliminary plat shall include the following information:

A. Name of subdivision, owner, subdivider, surveyor or engineer, date of drawing, number of sheets, magisterial district, adjoining property owners, true north point and scale.

B. Location of proposed subdivision by an insert map at a scale of not less than two (2) inches equal one (1) mile showing adjoining roads, their names and numbers, towns, subdivisions and other landmarks.

C. The boundary survey or existing survey of record provided such survey shows a closure with an accuracy of not less than one in twenty-five hundred; total acreage, acreage of subdivided area, number and approximate area and frontage of all building sites, existing buildings within the boundaries of the tract, names of owners and their property lines within the boundaries of the tract and adjoining such boundaries.

D. All existing, platted and proposed streets, their names, number and width; existing utility or other easements, public areas and parking spaces; culverts, drains and water courses, their names and other pertinent data.

E. All parcels of land to be dedicated for public use and the conditions of such dedication.

F. Location of proposed docks or piers on waterfront property is required. Such proposed location must meet the requirements of the Army Corp of Engineers, the Division of Game and Inland Fisheries and the Smith Mountain Lake Policy Advisory Board depending on the jurisdiction. It is the developer's responsibility to find out what jurisdictional authority controls the waterway in question. **(B.S.M. 08/07/89)**

G. Elevations of existing and proposed ground surface at all street intersections and at points of major grade change along the center line of streets together with proposed grade lines connecting therewith.

H. Proposed connections with existing sanitary sewers and existing water supply or alternate means of sewage disposal and water supply. Should alternate means of sewage disposal and water supply require State Health Department and/or State Water Control Board approval, then the thirty (30) day plat approval period in Section 18-20 is not applicable.

I. Provision for collecting and discharging surface drainage and preliminary designs of any structures that may be required.

**J.** A minimum of two control points on each plat sheet must be identified with their X and Y coordinate values based on the NAD 1983 State Plane Virginia South FIPS 4502 (US Feet) projected coordinate system. **(B.S.M. 3/15/22)**

**Sec. 18-30. Procedure**

The agent or his appointed representative shall discuss the preliminary plat with the subdivider in order to determine whether or not his preliminary plat generally conforms to the requirements of the subdivision ordinance. The subdivider shall then be advised in writing within thirty (30) days, which may be by formal letter or by legible markings on his copy of the preliminary plat, concerning any additional data that may be required, the character and extent of public improvements that will have to be made, and an estimate of the cost of construction or improvements and the amount of the performance bond which will be required as a prerequisite to approval of the final subdivision plat. In determining the cost of required improvements and the amount of performance bond, the agent may consult with a duly licensed engineer who shall prepare this data for the agent if the subdivider does not provide a bona fide estimate of the cost of improvements.

**Sec. 18-31. No Guarantee**

Approval by the agent of the preliminary plat does not constitute a guarantee of approval of the final plat.

**Sec. 18-32. Six Months' Limit**

The subdivider shall have not more than six (6) months after receiving official notification concerning the preliminary plat to file with the agent a final subdivision plat in accordance with this ordinance. Failure so to do shall make preliminary approval null and void. The agent may, on written request by the subdivider, grant an extension of this time limit.

**Sec. 18-33. Final Plat**

The final plat shall meet the standards of quality required under the Virginia Public Records Act as defined in Section 42.1-76 of the Code of Virginia, as amended, 1950.

The subdivision plat submitted for final approval by the governing body, or its designated Agent, and subsequent recording shall be clearly and legibly drawn in ink upon reproducible Mylar paper at a scale of one hundred (100) feet to the inch on sheets having a size of eighteen by twenty inches (18" X 20"). In addition to the requirements of the preliminary plat the final plat shall include the following: **(B.S.M. 07/01/02)**

A. A blank oblong space of 3" X 5" shall be reserved for the use of the approving authority.

B. Certificate signed by the surveyor or engineer setting forth the source of title of the owners of the land subdivided and the place of record of the last instrument in the chain of title.

C. A statement to the effect that the subdivision as it appears on this plat is with the free consent and in accordance with the desires of the owners, proprietors and trustees, if any, which shall be duly acknowledged before some officer authorized to take acknowledgements of deeds.

D. When the subdivision consists of land acquired from more than one source of title the outlines of the various tracts shall be indicated by dash-lines, and identification of the respective tracts shall be placed on the plat.

E. The accurate location and dimensions by bearings and distances with curve data on all lots and street lines and center lines of streets, boundaries of all proposed or existing easements, parks, school sites or other public areas, the number and area of all building sites, all existing public and private streets, their names, numbers and widths, existing utilities, and those to be provided such as sanitary sewers, storm drains, water mains, manholes and underground conduits including their size and type, water courses and their names, names of owners and their property lines, both within the boundary of the subdivision and adjoining said boundaries.

F. Distances and bearings must balance and close with an accuracy of not less than one in ten thousand.

G. The data of all curves along the street frontage shall be shown in detail at the curve or in a curve data table containing the following: Delta, radius, arc, tangent, chord and chord bearings.

H. A minimum of two control points on each plat sheet must be identified with their X and Y coordinate values based on the NAD 1983 State Plane Virginia South FIPS 4502 (US Feet) projected coordinate system. **(B.S.M. 3/15/22)**

#### **Sec. 18-34. Conditions**

The plat shall not be approved until the subdivider has complied with the general requirements and minimum standards of design in accordance with this ordinance, and has posted a satisfactory performance bond, cash property, or other bonds to cover the cost of necessary improvements, in lieu of construction, with surety satisfactory to the agent.

Approval of final plat shall be written on the face of the plat by the agent, who shall direct the plat to be recorded; otherwise agent shall mark plat "void" and return same to subdivider.

#### **Sec. 18-35. Special Provisions**

Special provisions for restriction of any nature affecting the subdivided property shall be properly displayed on the plat.

### **Article V. Advertising Standards**



### **Sec. 18-36. Advertising Standards**

A subdivider, when advertising a subdivided tract of land for sale, shall be specific as to the type of water and sewage facilities available.

## **Article VI. Effectual Clauses**

### **Sec. 18-37. Exceptions**

Where the subdivider can show that a provision of these standards would cause unnecessary hardship if strictly adhered to, and where, because of topographical or other conditions peculiar to the site, in the opinion of the agent a departure may be made without destroying the intent of such provisions, the agent may authorize an exception. Any exception thus authorized is to be stated in writing in the report of the agent with the reasoning on which the departure was justified, set forth. All exceptions granted to the development of streets in a subdivision will coincide with the approval of the Resident Engineer's office. (B.S.M. 4/6/87)

The exceptions authorized by this section specifically include surface treatment of the streets.

### **Sec. 18-38. Penalties**

Any owner or proprietor of any tract of land who subdivides that tract of land and who violates any of the provisions of this ordinance shall be guilty of a misdemeanor, punishable by a fine or not less than ten dollars (\$10.00) nor more than two hundred and fifty (\$250.00), and each day after the first during which violation shall continue shall constitute a separate violation punishable by a ten dollar (\$10.00) fine.

### **Sec. 18-39. Severability**

Should any article, section, subsection or provision of this subdivision ordinance be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of this subdivision ordinance as a whole or any part thereof other than the part so declared to be invalid or unconstitutional.

### **Sec. 18-40. Repeal**

All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of their conflict.

### **Sec. 18-41. Amendments**

This ordinance may be amended in whole or in part by the governing body provided that any such amendment shall either originate with or be submitted to the commission for recommendations; and further provided that no such amendment shall be adopted without a public hearing having been held by the governing body. Notice of the time and place of the hearing shall be published once a week for two successive weeks in some newspaper published or having general circulation in Pittsylvania County and the hearing shall be held not less than six (6) days or more than twenty-one (21) days after final publication.

## **Sec. 18-42. Street and Highway Construction**

The intent of the Board of Supervisors is to require the necessary street and highway construction requirements needed to make all subdivision roads eligible for acceptance into the Secondary Road System of the Virginia Department of Transportation- or, if a street remains private in an approved Residential Planned Unit Development District, such street is of sufficient design and has adequate systems in place to be maintained by the property owners association established for such subdivision pursuant to Sec. 35-302. Before approval of the roads in any final subdivision plat shall be given, the highway engineer for Pittsylvania County shall submit in writing that all requirements and specifications of the Virginia Department of Transportation for acceptance into the Secondary Road System have been met. This approval does not indicate, however, that such roads will be immediately accepted by the Secondary Road System of the Virginia Department of Transportation. All approved subdivisions with a minimum of three dwelling units per mile shall receive top priority for acceptance into the Secondary Road System of Virginia Department of Transportation by the Board of Supervisors. After the effective date of this ordinance, all subdivisions shall incorporate the road design standards developed by the Virginia Department of Transportation for acceptance into the Secondary Road System, including but not limited to the current edition of: “Subdivision Street Requirements” and “Pavement Design Guide for Subdivision and Secondary Roads in Virginia”, as both are amended from time to time. **(B.S.M. 7/1/02)**

The provisions of this Ordinance which changes, amends and re-enacts the Pittsylvania County Subdivision Ordinance adopted in 1965 shall take effect immediately upon its adoption by the Board of Supervisors. **Adopted October 20, 1986.**

**This ordinance was amended on April 6, 1987, March 16, 1989, August 7, 1989, July 1, 2002, November 19, 2002, March 21, 2006, July 7, 2008, December 21, 2010, and March 15, 2022.**

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS

### EXECUTIVE SUMMARY

#### Public Hearing

<b>Agenda Title:</b>	Public Hearing: PCC § 6-6-3 Revision (Keeling Volunteer Fire Department Tax Exemption Application) Approval				
<b>Staff Contact(s):</b>	Kaylyn McCluster				
<b>Agenda Date:</b>	December 19, 2023	<b>Item Number:</b>	10.b.2.		
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td>Keeling Volunteer Fire Dept - Tax Exempt Application</td> </tr> </table>			1.	Keeling Volunteer Fire Dept - Tax Exempt Application
1.	Keeling Volunteer Fire Dept - Tax Exempt Application				
<b>Reviewed By:</b>	JVH				

#### **SUMMARY:**

Keeling Volunteer Fire Department ("Keeling VFD") filed an Application for potential tax exemptions on real estate consisting of Parcel # 2452-64-1631. Said Application was submitted to the Commissioner of the Revenue's Office, forwarded to the Board, and duly advertised for a Public Hearing to potentially grant said tax exemption and revise Pittsylvania County Code ("PCC") § 6-6.3 accordingly. For the Board's review and consideration, related documentation is attached.

#### **FINANCIAL IMPACT AND FUNDING SOURCE:**

If Keeling VFD's tax exemption Application is approved, the County's annual loss of tax revenue will be \$133.92.

#### **RECOMMENDATION:**

After conducting the legally required Public Hearing, County Staff recommends approving Keeling VFD's tax exemption Application.

#### **MOTION:**

"I make a Motion approving the revision to PCC § 6-6.3 authorizing Keeling VFD's tax exemption as attached and presented."

## **PUBLIC HEARING NOTICE**

The Pittsylvania County Board of Supervisors will hold a Public Hearing on Tuesday, December 19, 2023, at 7:00 p.m., at the Board Meeting Room, 39 Bank Street, Chatham, Virginia 24531, to receive citizen input on a proposed amendment to Chapter 6-6.3, Property Exempt by Classification or Designation, of the Pittsylvania County Code (“PCC”), to include tangible personal property for Keeling Volunteer Fire Department. A complete copy of the proposed revisions is available at the Pittsylvania County Administrator’s Office, 1 Center Street, Chatham, Virginia 24531, Monday through Friday, 8:00 a.m. to 5:00 p.m., as well as on the County’s website at [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov).



OFFICE OF  
**COMMISSIONER OF THE REVENUE**

PITTSYLVANIA COUNTY  
P.O. BOX 272  
CHATHAM, VIRGINIA 24531

(434) 432-7940  
(434) 656-6211  
FAX (434) 432-7957  
robin.goard@pittgov.org

Robin Coles-Goard  
Commissioner

November 20, 2023

J. Vaden Hunt, Esq.  
Pittsylvania County Attorney  
PO Box 426  
Chatham VA 24531

RE: TAX EXEMPTION APPLICATION KEELING VOLUNTEER FIRE DEPT.

Dear Mr. Hunt:

For your review, I have enclosed the Application for Real Estate/Personal Property Tax Exemption by Qualifying Classification or Designation for the Keeling Volunteer Fire Dept. Pursuant to Code of Virginia §58.1-361, the organization is requesting tax exemption by Designation for the real estate owned.

We have reviewed the application and completed the worksheet for exempt revenue projection based on the current real estate rate.

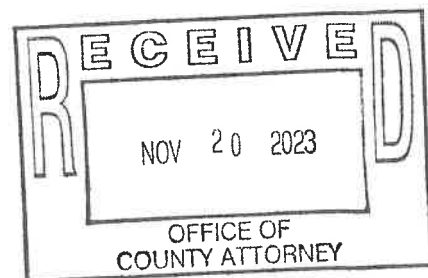
Should you need further information please feel free to contact this office. Once we are advised of the Board of Supervisor's action on this application, we will take the appropriate action.

Regards,

Robin C. Goard  
Commissioner of the Revenue

Enclosure: Application for Exemption

RGC/tc





**PITTSYLVANIA COUNTY, VIRGINIA**  
 Robin Goard, Commissioner of the Revenue  
 PO Box 272 Chatham, VA 24531  
 Phone: 434-432-7940 Fax: 434-432-7957  
 Email: robin.goard@pittgov.org  
 Website: www.pittsylvaniacountyva.gov



## APPLICATION FOR REAL ESTATE-PERSONAL PROPERTY EXEMPTION BY QUALIFYING CLASSIFICATION OR DESIGNATION

(FOR ANY ANSWERS THAT REQUIRE MORE SPACE, PLEASE INCLUDE ATTACHMENTS)

APPLICATION FOR: REAL ESTATE  PERSONAL PROPERTY  BOTH

TAX PARCEL ID# 2452-64-1631 ACREAGE: 1.88  
 (IF REAL ESTATE)

APPLICANT ORGANIZATION: Keeling Volunteer Fire Dept.

MAILING ADDRESS: P.O. Box 12 Keeling, VA 24566  
 (STREET) CITY, STATE, ZIP

FEDERAL ID#: 311742299

PROPERTY ADDRESS: 2133 Oak Grove Road, Keeling  
 (REAL ESTATE)

LEGAL DESCRIPTION OF PROPERTY: St Rd 713 1.88 AC  
 (REAL ESTATE)

**PERSONAL PROPERTY:** ATTACH A SCHEDULE SHOWING ALL PERSONAL PROPERTY FOR WHICH EXEMPTION IS REQUESTED. SCHEDULE MUST INCLUDE VEHICLE IDENTIFICATION NUMBERS AS WELL AS A COMPLETE DESCRIPTION. NOTE: IF EXEMPTION APPROVED AND ADDITIONAL PROPERTY OBTAINED, A NEW LIST MUST BE FILED WITH THE COUNTY ADMINISTRATION REQUESTING THE ADDITIONAL PROPERTY BE INCLUDED IN THE EXEMPTION ORDINANCE.

**PLEASE ANSWER THE FOLLOWING QUESTIONS REGARDING THE ORGANIZATION:**

1. INDICATE THE TYPE OF EXEMPTION DESIRED: CLASSIFICATION: 501 C3 DESIGNATION: \_\_\_\_\_
2. IS THE PROPERTY OWNERSHIP CHARTERED OR INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF VIRGINIA?  
 YES  NO \_\_\_\_\_ (IF YES, ATTACH A COPY OF THE CHARTER)
3. FOR WHAT PURPOSE IS THE OWNERSHIP CHARTERED, INCORPORATED OR OTHERWISE IN EXISTANCE?

Volunteer Fire Dept. Use

4. FOR WHAT PURPOSE IS THE PROPERTY BEING USED? PLEASE BE SPECIFIC AND INCLUDE USE OF ACREAGE, IF APPLICABLE. IF THERE ARE SEVERAL TYPES OF USE, INDICATE SUCH USAGES BY ACRES OF THE BUILDING, FLOOR LOCATIONS AND LAND ALLOCATIONS.

ACREAGE/PORZION	DESCRIPTION OF USE	BEGINNING DATE
<u>1.88 AC</u>	<u>Land for Fire Dept. Parking and Storage</u>	<u>5/2018</u>

Applicant: Keeling Volunteer Fire Dept.

5. DOES ANY OTHER INDIVIDUAL, ORGANIZATION, ASSOCIATION OR CORPORATION OCCUPY OR USE ANY PART OF THE PREMISES? YES \_\_\_\_\_ NO ✓

IF YES, PLEASE GIVE DETAIL: (HOW OFTEN, WHAT PART OF THE BUILDING OR PROPERTY, NAME OF ORGANIZATION)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. IS ANY INCOME, BE IT EARNEST MONEY OR IN KIND SERVICES, RECEIVED FROM THE USE OF ANY PORTION OF THE PROPERTY BY OTHER INDIVIDUALS OR GROUPS, WHETHER CONSIDERED AS RENT OR REIMBURSEMENT FOR NECESSARY EXPENSED FOR SERVICES INCURRED? YES \_\_\_\_\_ NO ✓

IF YES, PLEASE GIVE DETAIL:

\_\_\_\_\_  
\_\_\_\_\_

7. DOES YOUR OWNERSHIP GROUP HAVE AN EXEMPTION UNDER U.S. INTERNAL REVENUE CODE SO THAT GIFTS TO YOUR GROUP ARE DEDUCTIBLE BY THE DONOR? YES \_\_\_\_\_ NO ✓

(A) IF YES, GIVE DATE OF INTERNAL REVENUE RULING: \_\_\_\_\_

(B) GIVE INTERNAL REVENUE IDENTIFICATION NUMBER: \_\_\_\_\_

8. HAS THE ABC BOARD ISSUED A CURRENT ANNUAL ALCOHOL BEVERAGE LICENSE FOR SERVING ALCOHOL BEVERAGES TO THE ORGANIZATION FOR USE ON THE PROPERTY FOR WHICH TAX EXEMPTION IS SOUGHT? YES \_\_\_\_\_ NO ✓

9. DOES ANY DIRECTOR, OFFICER, OR EMPLOYEE OF THE ORGANIZATION RECEIVE COMPENSATION IN EXCESS OF A REASONABLE ALLOWANCE FOR SALARIES OR OTHER COMPENSATION FOR PERSONAL SERVICES WHICH SUCH DIRECTOR, OFFICER, OR EMPLOYEE ACTUALLY RENDERS? YES \_\_\_\_\_ NO ✓

10. DOES THE ACTIVITIES OF THE ORGANIZATION INVOLVE CARRYING ON PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION AND DOES THE ORGANIZATION PARTICIPATE IN OR INTERVENE IN ANY POLITICAL CAMPAIGN ON BEHALF OF ANY CANDIDATE FOR PUBLIC OFFICE? YES \_\_\_\_\_ NO ✓

11. REQUIRED DOCUMENTATION

(A) ATTACH TO THIS APPLICATION YOUR MOST RECENT FINANCIAL STATEMENT, INCLUDING, WHERE APPLICABLE, IRS FORMS 900; 990; 990EZ; 990T; REFLECTING INCOME AND EXPENDITURES FOR THE MOST CURRENT TWELVE (12) MONTH REPORTING PERIOD, WHICH STATEMENT WILL BECOME A PART OF THIS APPLICATION. THE ATTACHED FINANCIAL STATEMENT IS FOR THE PERIOD FROM 1/2022 TO 12/2022.

(B) ATTACH A COPY OF SAID ORGANIZATION'S IRS SECTION 501 (c) (3) STATUS CERTIFICATION OR DOCUMENTATION.

(C) ATTACH A COPY OF THE ORGANIZATION'S CONSTITUTION, BY-LAWS, ARTICLES OF INCORPORATION, AND/OR OTHER RELATED DOCUMENTS.

(D) ATTACH A LIST REFLECTING THE NAMES OF ALL TRUSTEES OR CORPORATE/ORGANIZATION OFFICERS, THE DATE APPOINTED OR ELECTED, AND THE COURT IN WHICH THEY QUALIFIED OR IDENTIFY THE INSTRUMENT IN WHICH THEY WERE OFFICIALLY APPOINTED.

Applicant: Keeling Volunteer Fire Dept.

- (E) IF INVESTMENTS, SUCH AS STOCKS OR BONDS, ARE REFLECTED ON THE FINANCIAL STATEMENT, ATTACH A LIST OF ALL SUCH INVESTMENTS, INCLUDING NAME OF STOCK, DATE RECEIVED AND VALUE.
- (F) IF APPLYING FOR EXEMPTION BY DESIGNATION, YOU WILL BE RESPONSIBLE FOR THE APPLICABLE COST FOR THE PUBLICATION NOTICE AS REQUIRED UNDER VA. CODE §58.1-3651. YOU SHALL RECEIVE AN INVOICE FOLLOWING THE ADVERTISEMENT FOR EXEMPTION AND PAYMENT SHALL BE MADE TO PITTSYLVANIA COUNTY PRIOR TO BOARD CONSIDERATION. NOTE: IF PAYMENT NOT RECEIVED PRIOR TO PUBLIC HEARING APPLICATION WILL CONSIDERED WITHDRAWN.
- (G) ANY OTHER CRITERIA, FACTS AND CIRCUMSTANCES THAT THE GOVERNING BODY DEEMS PERTINENT TO THE ADOPTION OF SUCH ORDINANCE. (APPLICANT WILL BE NOTIFIED IF NEEDED).

APPLICATION COMPLETED BY: Wanda Clark  
 TITLE: Treasurer DATE SUBMITTED: 11/16/2023  
 CONTACT PERSON: Wanda Clark TELEPHONE NUMBER: (434) 548-9263

I, Wanda Clark, AN APPOINTED OR ELECTED TRUSTEE/OFFICER FOR THE ABOVE NAMED ORGANIZATION, CERTIFY UNDER PENALTY OF LAW THAT THIS APPLICATION AND ALL ATTACHMENTS HERETO HAVE BEEN EXAMINED BY ME AND ALL INFORMATION IS TRUE AND CORRECT.

SIGNATURE OF TRUSTEE/OFFICER: Wanda Clark  
 TITLE: Treasurer DATE: 11/16/2023  
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 15 DAY OF Nov. 2023  
 NOTARY PUBLIC: Kia Hawker - Ki Hawker  
 MY COMMISSION EXPIRES: 8/31/24







**PITTSYLVANIA COUNTY, VIRGINIA**  
 ROBIN C. GOARD, COMMISSIONER OF THE REVENUE  
 PO Box 272 Chatham, VA 24531  
 Phone: 434-432-7940 Fax: 434-432-7957  
 Email: robin.goard@pittgov.org  
 Website: [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov)



**REAL ESTATE/PERSONAL PROPERTY TAX EXEMPTION  
 WORKSHEET FOR EXEMPT REVENUE  
 (TO BE COMPLETED BY COMMISSIONER OF THE REVENUE OFFICE)**

APPLICANT: Keeling Volunteer Fire Dept.

**REAL ESTATE :**

REQUESTED PARCEL ID(S)	ASSESSED VALUE	LEVY
<u>2452-64-1631</u>	<u>21,600</u>	<u>\$ 133.92</u>
_____	_____	_____
_____	_____	_____

**PERSONAL PROPERTY:**

DESCRIPTION OF PROPERTY	ASSESSED VALUE	LEVY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL LOSS OF REVENUE IF EXEMPT: \$ 133.92

Date of public hearing: \_\_\_\_\_ Approved or Disapproved: \_\_\_\_\_

Effective Date of exemption: \_\_\_\_\_ Signature of County Official: \_\_\_\_\_

If approved, exemption granted only for above listed items. Any changes to property must be reported to the County for an addendum to the adopted ordinance.

(Please submit copy to Commissioner of the Revenue after public hearing and Board of Supervisor action taken)

KEELING VOLUNTEER FIRE DEPT  
 P O BOX 12  
 KEELING, VA 24566

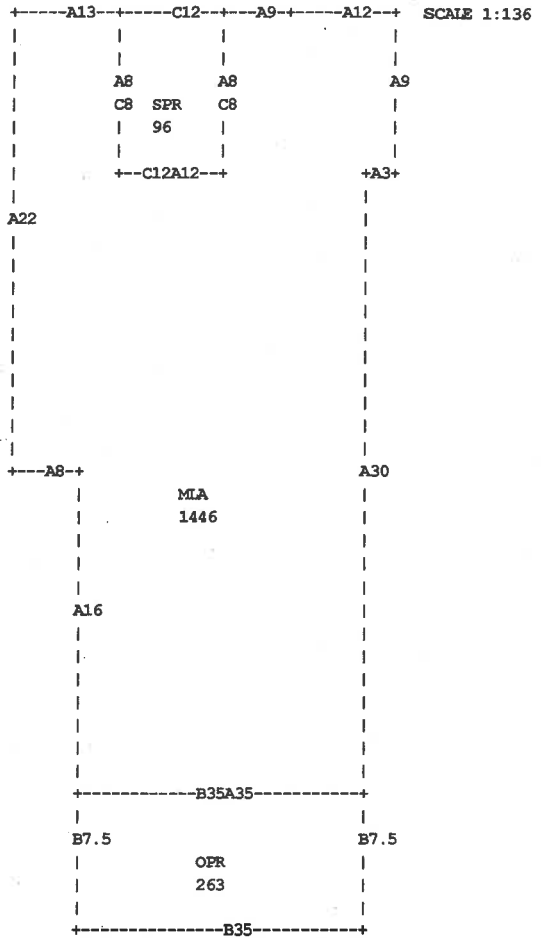
Acct : 153951 Dst: 04 AC:Tx  
 Date : 05/25/18 Cls: 2 Ap  
 Bk/Pg: LR18/02455 Zon: R-1  
 Mb/Lt: Nhd: 100 0%  
 Cons : 13000 Rd : 01 PAVED

1.8800 Map #: 2452-64-1631  
 1.88 Desc : ST RD 713 1.88 AC  
 DB782-337 MAP DB798-37  
 Lc : Util: WELL;SEPTIC  
 Topo :

Card 1 of 1  
 128000A0000590  
 Printed:11/17/23  
 Updated:MA1  
 Att:

En:	1	Ev Meth:	R	Item	Size	Rate	Value
Use	: 0101	SINGLE FAM		Bldg area	1446	67.26	97258
MH Code:		Fuel:		Heat HOT A	1446	0.00	0
Yr Blt	: 1922			A/C CENTR	1446	2.50	3615
Yr Rmd	:			Baths	1.0		0
Cond	: 05	POOR		Attc Ufin			
Style	: 02	CONVENTIONAL		Attc Fin			
Nbr Sty:	1.0			Fp			
Foundtn:	01	CINDER BLOCK		OPR	263	22.00	5786
WL Strc:	01	WOOD		SPR	96	25.00	2400
Ext	: ASBESTOS	SHINGLE		BUP	196	5.50	1078
Roof:	02	METAL		0401	1	00.00	7500
Bsmt:	196	Fin:	0				
Attc:	0	Fin:	0				
Rms:	5	Brms:	3				
Bths:	F 1	H 0					
Ep:	0	Chmy:	0				
Flr:	CARPET	VINYL					
Int:	02	SHEETRO	PANELING				
Des:				Bldg SubTl			117,637
Rem:				Grd Fctr	D		0.85
				Replc			99,991
Gr:				Phys	-95		-94,991
(A):	713	(R):	713	Func	0		0
				Econ	0		0
				% Comp	100		0
				Nhd	0		0
				Bldg Val			5,000
				Appr:	CD	Date:	09/14/22
				Info:	E	Time:	7:59

SCodeArea Sty  
 1MLA 1446 1.0DR35/DU30/DR3/DU9/DL12/DD1/DL9/DD8/DL12/DU8/DL  
 2OPR 263 DR35/DD7.5/DL35/DU7.5/  
 3SPR 96 MU30/MR5/DU8/DR12/DD8/DL12/  
 4BUP 196



EnEmUse	Gr	LnxWd	MhCdDes	Rem	Ayb	CndUnits	Rate	PdFo	RsnEo	RsnIc	Value
ZU GARAGE UNFIN	x		CB 24X30		1950	POO	720	5.00		0	3,600

SnInSeg	Type	Ac	Frnt	Dpth	Sf	TFctrLtUp	Adj%Value	Remarks	Mkt Val L	Mkt Val B	Mkt Val T	Def Val	Net Val	Old Mkt L	Old Mkt B	Old Def	Old Net
1FV2000	HCMESITE	1.88					0	13,000	13,000	8,600	21,600	0	21,600	13,000	8,600	0	21,600



**Return of Organization Exempt From Income Tax**

Department of the Treasury  
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)  
**Do not enter social security numbers on this form as it may be made public.**  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Open to Public Inspection

**A** For the **2022** calendar year, or tax year beginning , **2022**, and ending , **20**

**B** Check if applicable:

<input type="checkbox"/> Address change	<b>C</b> Name of organization <b>KEELING VOLUNTEER FIRE DEPART</b>	<b>D</b> Employer identification number 31-1742299
<input type="checkbox"/> Name change	Doing business as	<b>E</b> Telephone number 434-792-2471
<input type="checkbox"/> Initial return	Number and street (or P.O. box if mail is not delivered to street address) Room/suite PO BOX 12	<b>G</b> Gross receipts \$ 72,756
<input type="checkbox"/> Final return/terminated	City or town, state or province, country, and ZIP or foreign postal code KEELING VA 24566	<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Amended return	<b>F</b> Name and address of principal officer: SEE ATTACHMENT #1	<b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Application pending		If "No," attach a list. See instructions.

**I** Tax-exempt status:  501(c)(3)  501(c)( ) (insert no.)  4947(a)(1) or  527

**J** Website: N/A **H(c)** Group exemption number

**K** Form of organization:  Corporation  Trust  Association  Other **L** Year of formation: 2004 **M** State of legal domicile: VA

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: VOLUNTEER FIRE DEPARTMENT FOR A RURAL COMMUNITY		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	11
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	10
	<b>5</b> Total number of individuals employed in calendar year 2022 (Part V, line 2a)	<b>5</b>	
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>6</b>	
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	630
<b>b</b> Net unrelated business taxable income from Form 990-T, Part I, line 11	<b>7b</b>	0	
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h)	<b>Prior Year</b>	<b>Current Year</b> 72,126
	<b>9</b> Program service revenue (Part VIII, line 2g)		
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)		630
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		
	<b>12</b> Total revenue -- add lines 8 through 11 (must equal Part VIII, column (A), line 12)		72,756
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)		
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) 543		
	<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		82,771
	<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)		82,771
<b>19</b> Revenue less expenses. Subtract line 18 from line 12		-10,015	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16)	<b>Beginning of Current Year</b> 158,854	<b>End of Year</b> 233,337
	<b>21</b> Total liabilities (Part X, line 26)		
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	158,854	233,337

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer KEVIN WHITE	Date
Type or print name and title CHIEF	

**Paid Preparer Use Only**

Print/Type preparer's name CATHERINE HOLT	Preparer's signature CATHERINE HOLT	Date 05-11-2023	Check <input type="checkbox"/> if self-employed	PTIN P01886982
Firm's name H AND R BLOCK	Firm's EIN 882915645	Phone no. (434) 572-3939		
Firm's address 1014 CHARLES ST SOUTH BOSTON VA 24592				

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No

**For Paperwork Reduction Act Notice, see the separate instructions.** Form **990** (2022)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond, October 5, 2000*

*This is to Certify that the certificate of incorporation of*

**Keeling Volunteer Fire Department, Inc.**

*was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: October 5, 2000*



*State Corporation Commission*

*Attest:*

*Joel H. Beck*  
Clerk of the Commission



Commonwealth of Virginia  
Department of Taxation  
[www.tax.virginia.gov/nonprofit](http://www.tax.virginia.gov/nonprofit)

**Retail Sales and Use Tax Certificate of Exemption**

Keeling Volunteer Fire Department  
2200 Oak Grove Road  
Keeling, VA 24566-0012

Issued Date: 10/27/2021  
Expiration Date: 10/27/2026  
Exemption Number: SE311742299F10272026

This letter confirms that your organization qualifies under *Code of Virginia* § 58.1-609.11 to purchase tangible personal property without paying the Virginia sales and use tax. On or after April 22, 2016, the organization may purchase meals, prepared food and catering for its use or consumption. The exemption also applies to tangible personal property sold by the organization for fundraising activities. The exemption is not applicable to the purchase of taxable services, such as hotel and motel accommodations.

To purchase tangible personal property without paying Virginia sales and use tax:

- Present a copy of this letter to each dealer.
- Pay directly from the organization's funds (i.e., debit card, credit card or checking account). Purchases by a member of the organization from his personal funds (i.e., cash, personal credit card or personal checking account) are taxable even though they may be reimbursed by the organization. If the organization issues credit cards to employees who are responsible for payment of the charges that are reimbursed by the organization, these types of transactions are taxable.
- Employees or members may NOT use this exemption certificate to purchase goods for personal use.
- The organization must establish: 1) that the provision of meals, prepared food and catering to individuals furthers an official function, mission, service or purpose of the organization; and 2) that the organization has determined to whom, when, and how the meals or food are served or consumed.

Dealers, please note the following:

- The dealer is required to have a valid certificate of exemption from each organization on file.

I certify that the item(s) being purchased will be used or consumed by the organization named above and that payment for this purchase is made to the vendor from the organization's funds.

Organization's Authorized Representative: Wanda Clark

Printed Name: Wanda Clark

**Any misuse of exemption certificates will be subject to the penalties prescribed in § 58.1-623.1 of the *Code of Virginia*.**

**BY-LAWS FOR  
KEELING VOLUNTEER FIRE DEPARTMENT, INC  
(Last amended May 9, 2022)**

**ARTICLE I**

**CORPORATE NAME**

This department shall be known as the Keeling Volunteer Fire Department Inc.

**ARTICLE II**

**OBJECTIVES AND PURPOSES**

The objectives and purposes of the department shall be to organize and operate a volunteer fire department in Keeling (Pittsylvania County), Virginia.

**ARTICLE III**

**MEMBERSHIP**

This membership of this organization shall consist of active, lifetime, limited service, and associate members whose qualifications, rights, and privileges shall be set out in the "Standard Operating Procedures/Codes of Conduct" document that will be a document maintained by the department members. Probationary members shall consist of candidate members and junior members (between the ages of 16 and 18). Guidelines are also set forth in the departments "Standard Operating Procedures/Codes of Conduct"

1. Active Members will have full voting rights in all meetings of the membership. The Chief has no active vote.
2. Lifetime members will have membership in the department but will have no voting privilege.
3. Limited-Service Members will have full voting rights in all meetings of the membership.
4. Associate Members will have no voting rights in department functions.

**ARTICLE IV**

**BOARD OF DIRECTORS**

The government of the department shall be vested in the Board of Directors. The Board shall consist of twelve (12) members, eleven (11) who are voting members, elected to said Board by a majority of vote of the members of the department. Of the eleven (11) voting members, nine (9) of the members should be "non-fire" members. At least Three (3) of said members shall be active members of the department, of one whom shall be the chief.

**In the event of a death, resignation, or incapacity of a director, the members may, by a majority vote, elect a director to fill the vacancy until the next annual election of directors. At the November annual meeting, the membership will elect the Board of Directors.**

**The Board of Directors shall have general charge and management of the department's funds and prosperity of this department. The Board's duty shall be to carry out the purposes of the department according to its Articles of Incorporation and this set of By-Laws.**

**The Board shall meet at least four (4) times per year or at such other times as determined by the Board or the Officers of the Board.**

## **ARTICLE V**

### **OFFICERS AND DIRECTORS**

**The officers of the Board of Directors shall be Chairman, Vice Chairman, Secretary, and Treasure, all who shall also be directors of The Board.**

**The duties of the Officers of the Board shall be as follows:**

**A) Chairman:**

- 1. He/She shall preside at all the meetings of the Board of Directors and shall call the same.**
- 2. He/She shall have the power to appoint Committees of the Board as He/She deems necessary.**
- 3. He/She shall have the power to act in any means which is not consistent with His/Her office.**

**B) Vice Chairman:**

- 1. He/She shall, in the Chairman's absence, assume the duties of the Chairman.**

**C) Secretary:**

- 1. He/She shall record the proceedings and actions of the Board at regular and special meetings.**
- 2. He/She shall preserve and coordinate all the necessary records pertaining to the Board meetings and actions.**
- 3. He/She shall carry out correspondences as directed by the Chairman or other officers of the board.**

**D) Treasure:**

- 1. He/She shall charge of all receipts and monies in the Department.**
- 2. He/She shall pay bills and make purchases by use of Credit Card to be issued to appropriate members, or by physical checks to be signed by Treasure and countersigned by at least one other person approved by the Board to do so.**
- 3. He/She shall keep regular accounts of all receipts and disbursements and submit His/Her own records when requested.**

## **ARTICLE VI**

### **FINANCIAL OPERATION**

**Financial operation of the Department shall be vested in the Board of Directors. Any expenditure in excess of \$500.00 shall be approved by a majority vote of the Board of Directors.**

## **ARTICLE VII**

### **APPOINTMENT OFF OFFICERS AND DUTIES**

**The Officers of the Fire Department are Chief, Assistant Chief, Captain, Lieutenant, Secretary, and Safety Director. The Chief shall be picked by a majority of the total fire membership and approved by a majority of the total members of the Board. The Board of Directors, at their discretion, may appoint or remove a chief in the event of misconduct with three-fourths (3/4) of Board members present, and a two-thirds (2/3) vote of the present members to remove.**

#### **Definitions of misconduct:**

- 1. Unacceptable or improper behavior, especially by an employee or professional person.**
- 2. Mismanagement, especially culpable neglect of duties.**

**Favoritism shall not constitute a reason to override the election process. Other officers will be elected in the November meeting annually. All officers will be elected from the membership and must be in good standing for three (3) years prior to becoming an officer.**

#### **The Duties of the Chief of the Department are as follows:**

- 1. He/She shall preside at all meeting of the Fire Department.**
- 2. He/She shall have the power to appoint committees from the membership as need be and shall be an ex-officio member of all such committees.**
- 3. He/She shall give report on the affairs of the organization to the Board at each meeting.**
- 4. He/She shall serve as a member of the Board. The Chief has no active vote on the Board of Directors.**
- 5. He/She shall recommend and enforce a document known as the "Standard Operating Procedures/Codes of Conduct" for the Membership.**



## **ARTICLE VIII**

### **AMENDMENT TO BY-LAWS**

**Suggested amendment may be presented by any Board member at any scheduled meeting of the Board of Directors.**

**Amendment to the By-Laws made by the Membership must have a 30-day waiting period before being taken up by the Board. Amendment to the By-Laws made by the Board must have a 30-day waiting period before being taken up by the Membership. Therefore, any amendment to the By-Laws will take at least 60 days to be approved.**

**The suggested amendments must be approved by three-fourths (3/4) majority of those present at the Board of Directors' meeting before it can be presented to the Membership for adoption. Such suggested amendments shall then be presented to the members of the department, at which time three-fourths (3/4) majority of members present shall be required to pass said amendment with a complete record of when and how adopted and then be made available to all Members and Board Members for reference.**

## **ARTICLE IX**

### **RULES OF ORDER**

**Meetings of the Fire Department and of the Board of Directors shall be conducted according to Roberts' Rules of Order**

# Keeling VFD Board of Directors:

<b>NAME</b>	<b>ADDRESS</b>	<b>PHONE (CELL)</b>	<b>DATE APPOINTED:</b>
RICHARD HUGHES (CHAIRMAN)	1100 BURCH CREEK ROAD	(434) 250-5818	11/14/2022
JUSTIN DALTON (VICE-CHAIRMAN)	2179 OAK GROVE ROAD	(434) 251-8176	11/14/2022
WANDA CLARK (TREASURER)	2000 ROCKSPRINGS ROAD	(434) 548-9263	11/14/2022
CAITLIN CLARK (SECRETARY)(NON- VOTING)	1880 ROCKSPRINGS ROAD	(434)770-9726	11/14/2022
DENNIS BURNETT	2501 DODSON LANE	(434) 251-7527	11/14/2022
DENNIS CLARK	2000 ROCKSPRINGS ROAD	(434) 203-6183	11/14/2022
RICHARD COMPTON	441 GENTLEMEN'S RIDGE ROAD	(434) 548-2369	11/14/2022
ERNEST EANES	8785 KENTUCK ROAD	9434) 203-2748	11/14/2022
DAVID INGRAM	15957 OLD RICHMOND ROAD	(434) 251-7188	11/14/2022
GEORGE INGRAM	15901 OLD RICHMOND ROAD	(434) 251-7788	11/14/2022
ROBERT ROBERTSON		(434) 770-3713	11/14/2022
JEFFERY VAUGHN	7436 SLATEVILLE ROAD	(434) 251-1572	11/14/2022
KEVIN WHITE (CHIEF)(NON-VOTING)	6137 SLATEVILLE ROAD	(434) 250-8208	11/14/2022