



TOWN COUNCIL REGULAR MEETING

21 Main Street

Tuesday, March 12, 2024 at 9:00 AM

AGENDA

Possible additions to the agenda and related materials are not set forth herein.

Times set forth are approximate and may be adjusted as necessary.

I. WORKSESSION - 9:00 AM

- [A.](#) Town Manager's Department Overview
- [B.](#) Analysis of Courthouse Square Traffic Pattern March 2024
- [C.](#) Review of the Strategic Planning Meeting
- [D.](#) Storm Water Ordinance Initiation
- [E.](#) Town / County Liaison Meeting Update
- F. Agenda Review
- [G.](#) Arrington Update- Town Attorney

II. REGULAR MEETING - 6:30 PM

A. INVOCATION.

B. PLEDGE OF ALLEGIANCE.

C. PROCLAMATIONS AND RECOGNITIONS.

- [a.](#) Youth Art Month
- [b.](#) Proclamation of Recognition- Virginia Gerrish, ARB
- [c.](#) Proclamation Of Recognition- Laura Bartee, ARB

D. CITIZEN'S TIME.

E. APPROVAL OF THE AGENDA.

F. PUBLIC HEARINGS.

- [a.](#) A RESOLUTION TO AMEND THE FISCAL YEAR 2024 ADOPTED BUDGET TO APPROPRIATE SEPTIC LOCAL PARTNERS PROGRAM (SLPP) GRANT FUNDING FROM THE Virginia Department of

Environmental Quality - The SLPP program provides funding for qualified property owners to be reimbursed certain costs incurred for connecting to the Town's sewer system and remediating their septic system

G. CONSENT AGENDA.

- [a.](#) Planning Commission Annual Report
- [b.](#) Storm Water Ordinance Initiation

H. NEW BUSINESS.

I. UNFINISHED BUSINESS.

- [a.](#) Councilmen Gagnon's Resolutions
- [b.](#) Arrington Update- Town Attorney

J. TOWN ATTORNEY'S REPORT.

K. TOWN MANAGER'S REPORT.

L. COUNCILMEMBERS TIME.

M. ADJOURNMENT.



Office of the Town Manager
Frank Cassidy

Warrenton Town Council

Carter Nevill, Mayor
Heather Sutphin, Ward 1
William Semple, Ward 2
Brett Hamby, Ward 3
James Hartman, Ward 4 Vice Mayor
Eric Gagnon, Ward 5
Paul Mooney, At Large
David McGuire, At Large

Item A.

STAFF REPORT

Council Meeting Date:	March 12 th , 2024
Agenda Title:	Town Manager’s Department Overview
Requested Action:	Non- Information Only.
Department / Agency Lead:	Town Manager
Staff Lead:	Frank Cassidy, Town Manager

EXECUTIVE SUMMARY

Mr. Francis “Frank” Cassidy was appointed your Town Manager at the January 9th, 2024, Regular Town Council Meeting. With his appointment, Mr. Cassidy brought with him a set of objectives for this office.

- Improve Communications,
- Improve Outreach
- Improve Community Collaboration
- Better engage in problem solving

One part of accomplishing these objectives is to provide routine updates as to operations from the perspective of the Town Manager. The purpose of this presentation is to provide an operational overview of current operations, performance expectations, and provide a high-level look into our upcoming budget.

BACKGROUND

An ongoing initiative for the Town Manager is to provide operational updates to the Council and our community. This report includes internal and personnel operations, external operations, and project updates for major projects. This will assist in providing information on the progress and principles of the cultural change of our workforce, dedicated to problem-solving, empowerment, and ensuring professional customer service at every level. This is a scheduled presentation for every March Council Agenda.

Topics for this presentation will include, but not be limited to:

- Our Guiding Principles
 - **Integrity:** *Do What’s Right.*
 - **Empathy:** *Lead With Understanding.*
 - **Inclusion:** *Welcome Everyone.*
 - **Excellence:** *Deliver Results.*
 - **Teamwork:** *Thrive Together.*
 - **Accountability:** *Own It.*

- Personnel adjustments and operational efficiencies. The Town believes that employees are the most valuable resource; therefore, the following beliefs define our culture:
 - Our Town Vision and Town Values guide our actions.
 - **EXCELLENCE IN ACTION** is what we live by.
 - We are passionate about what we can do for each other and the community through embracing change, adapting as needed, communicating, and collaborating at all levels.
 - We encourage and promote being the best version of ourselves through personal and professional growth that is supported by the Town's training and development initiatives.
 - We know we perform our best when we are trusted, included, respected, and supported at all levels.

- Budget highlights- Focus on needs
- Communications initiatives – Stay Connected; Be Informed; Be Engaged
- Major projects to include- Broadview improvements and the Shirley Ave Pipeline study.

STAFF RECOMMENDATION

Receive the information provided. I encourage all constructive feedback.

Service Level/Collaborative Impact

This presentation is a high-level look at all operations Town-wide. It is developed as a holistic report involving all Departments.

Policy Direction/Warrenton Plan 2040

The Town Manager’s department is directly responsible for the implementation of the policies directed by the Town Council to achieve the objectives set fourth in Warrenton Plan 2040.

Fiscal Impact

No additional fiscal impact is expected at this time.

Legal Impact

No additional Legal impact is expected at this time.

ATTACHMENTS

1. Presentation



Town Manager's Department Overview

Town Council Work Session
March 12, 2024

TM Department Overview Staffing

- Oversees Day to Day Operations
- Ensures the Vision of the Town Guides Operations
- Engaging and Approachable
- Oversees- Communications, Community Development, Finance, IT, Public Works, Public Utilities, Police, Town Clerk, Parks and Rec, Human Capital
- Liaison

TM Department Overview

GOALS

- Goals of staff – Plan 2040
- Operate transparently
- Do our Job!
- Do the best job we can with the resources we have
- Set the example
- Preserve the Greatness of Warrenton while managing the complexity and stresses of growth

TM Department Overview

Guiding Principles

- Integrity- Do What's Right
- Excellence- Deliver Results
- Empathy- Lead With Understanding
- Teamwork- Thrive Together
- Inclusion- Welcome Everyone
- Accountability- Own It!

TM Department Overview Personnel and Operations

- Our Town Vision and Town Values Guide Our Actions
- Excellence In Action is What We Live By!
- Embracing Change, Adapting as Needed, Communicating Effectively, and Collaborating at All Levels is Our Passion
- “We Encourage and Promote Being the Best Version of Ourselves Through Personal and Professional Growth that is Supported by the Town’s Training and Development Initiatives.”
- We Know We Perform Our Best when we are Trusted, Included, Respected, and Supported.

TM Department Overview Personnel and Operations

- Manage with a focus on Continuous Improvement
- Empowerment- Find Solutions from Those Who do the Work!
- Ask “Why”, then ask “Why” again...
- Find Better Ways to do Our Jobs
- Look Inside First
- Be Humble and Strong Enough to Make Mistakes and Learn From Them

TM Department Overview

Budgeting

- Needs versus Wants
- An Opportunity to “Reset”
- Apply the Concepts of Continuous Improvement
- Be Realistic with Projects and Timelines
- Be Confident and Respect our SME’s
- Communicate and Educate

TM Department Overview Communications

- The Key is Effective Communication
- Understanding Our Audience
- Be Bold and Try New Approaches
- Stay Connected; Be Informed; Be Engaged
- Communication is Education
- Outreach- Town Talks, Town Crier, Surveys, Social Media, Website, others

TM Department Overview

Major Projects

- Waste Water Treatment Plant
- Water Plant
- Roads, Sidewalks, Walkability, Connectivity
- Courthouse Square
- Broadview
- Shirley Ave
- Main St

TM Department Overview Moving Forward

- Problem Solving is Our Focus
- Education Through Outreach
- Open Government
- Building Holistic Collaboration
- Consistent and Predictable
- Changing Culture Takes Time

Questions?



Office of the Town Manager
Frank Cassidy

Warrenton Town Council

Carter Nevill, Mayor
Heather Sutphin, Ward 1
William Semple, Ward 2
Brett Hamby, Ward 3
James Hartman, Ward 4 Vice Mayor
Eric Gagnon, Ward 5
Paul Mooney, At Large
David McGuire, At Large

Item B.

STAFF REPORT

Council Meeting Date:	March 12 th , 2024
Agenda Title:	Courthouse Square Traffic Pattern Update
Requested Action:	Receive the information.
Department / Agency Lead:	Town Manager
Staff Lead:	Frank Cassidy, Town Manager

EXECUTIVE SUMMARY

Throughout 2023, staff has been addressing pedestrian and vehicle traffic concerns at the Intersection of Main St., Waterloo, Alexandria Pike, and Winchester. This intersection is known as “Courthouse Square.” This is a complicated intersection with several conflict points which create many opportunities of concern especially focused on pedestrian and vehicle safety.

Over the last several months, staff have been exploring options at this intersection to address these issues. One temporary traffic pattern was implemented the week of January 9, 2024. Staff assessed the traffic flow and reviewed all of the input they received from other agencies, emails, phone calls, and social media posts. Based on their assessment, we have decided to conduct another traffic pattern assessment. This will have a three-way stop sign configuration at this intersection. We will assess and provide additional information to the Council.

BACKGROUND

An ongoing initiative to address pedestrian and vehicle traffic safety at the intersection known as “Courthouse Square” has been being worked on since mid-2023. This has involved consulting with traffic engineers, assessments of the conflict points at the intersection, historical research of the design of the intersection, and the review of several previous third-party assessments of this intersection.

After discussion, staff implemented a temporary traffic pattern that eliminated all left turns at the intersection. This was set up on January 9, 2023, and ran until Friday, January 12, 2023. Staff assessed the intersection during the setup and requested input from a variety of sources for public input. After compiling their observations and input, a report was produced, and it was decided a second temporary traffic pattern was warranted. This will involve a three-way stop sign approach. This requires the tailoring of the lanes to one lane at the intersection and implementing the three-way stop signs. This is planned for the week of March 18, 2024. Staff will assess the traffic, receive input, monitor, and then produce a report. Staff will provide another report once completed and provide suggestions for the next steps.

STAFF RECOMMENDATION

Receive the information provided. I encourage all constructive feedback.

Service Level/Collaborative Impact

This is a large-scale collaborative effort involving multiple internal departments as well as external stakeholders including: The Town Project Manager, The Town Traffic Task Force Team, Town Police, VDOT, Fauquier County Public Schools, Fauquier County Departments, Warrenton Volunteer Fire Department, and all other affected agencies.

Policy Direction/Warrenton Plan 2040

Transportation and Circulation Goals:

T-1: Improve multi-modal capacity and safety that encourage trips by walking, bicycling, and transit.

T-2: Enhance the traveling experience by creating great streets.

T-3: Promote livability in the Town by creating great places where residents and visitors feel welcome and safe.

T-4: Provide an equitable and connected multi-modal network

Fiscal Impact

No additional fiscal impact is expected at this time.

Legal Impact

No additional Legal impact is expected at this time.

ATTACHMENTS

1. Courthouse Square Traffic Study Report March 2024
2. Main St. Proposed Three-way stop sign concept.



The Town of Warrenton
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Courthouse Square Traffic Study Report

March 2024



➤ **BACKGROUND:**

On July 11, 2023, Town Staff started working on ideas to improve the Courthouse Square intersection for vehicular and pedestrian traffic. The staff came up with four options listed below:

- Close left turning lanes on Alexandria Pike,
- Close left turning lanes on Alexandria Pike and Waterloo Street,
- Convert the intersection into a 3-way stop,
- Create a roundabout scenario using Diagonal Street.

In September of 2023, staff started planning for the implementation of no left turns from Alexandria Pike onto Main Street and from Waterloo Street onto Alexandria Pike. Then the plan was sketched into a two-phase approach. The first week the left turn would be eliminated from Alexandria Pike onto Main Street. Then the following week, the left turning lane from Waterloo Street onto Alexandria Pike would be closed. The Project Coordinator sent the plan to Fauquier County Transportation and Fauquier County Emergency Management for review and comments. During this review, it was determined the left turning lane on Waterloo Street was an emergency route and could not be closed. Staff decided to move forward with the closure of the left turning lane from Alexandria Pike onto Main Street and eliminate the closure of Waterloo Street left turning lane. The plan was scheduled for week of January 9, 2024

➤ **TRAFFIC STUDY:**

On January 9, 2024 at 9:00 am, Town staff set up the traffic control devices to close the left turning lanes on Alexandria Pike and the right lane on Winchester Street. During the study, staff monitored various intersections to mitigate any issues. On January 12, 2024 at 2:00 pm, the intersection was restored to it's original condition.

○ **Results of Study:**

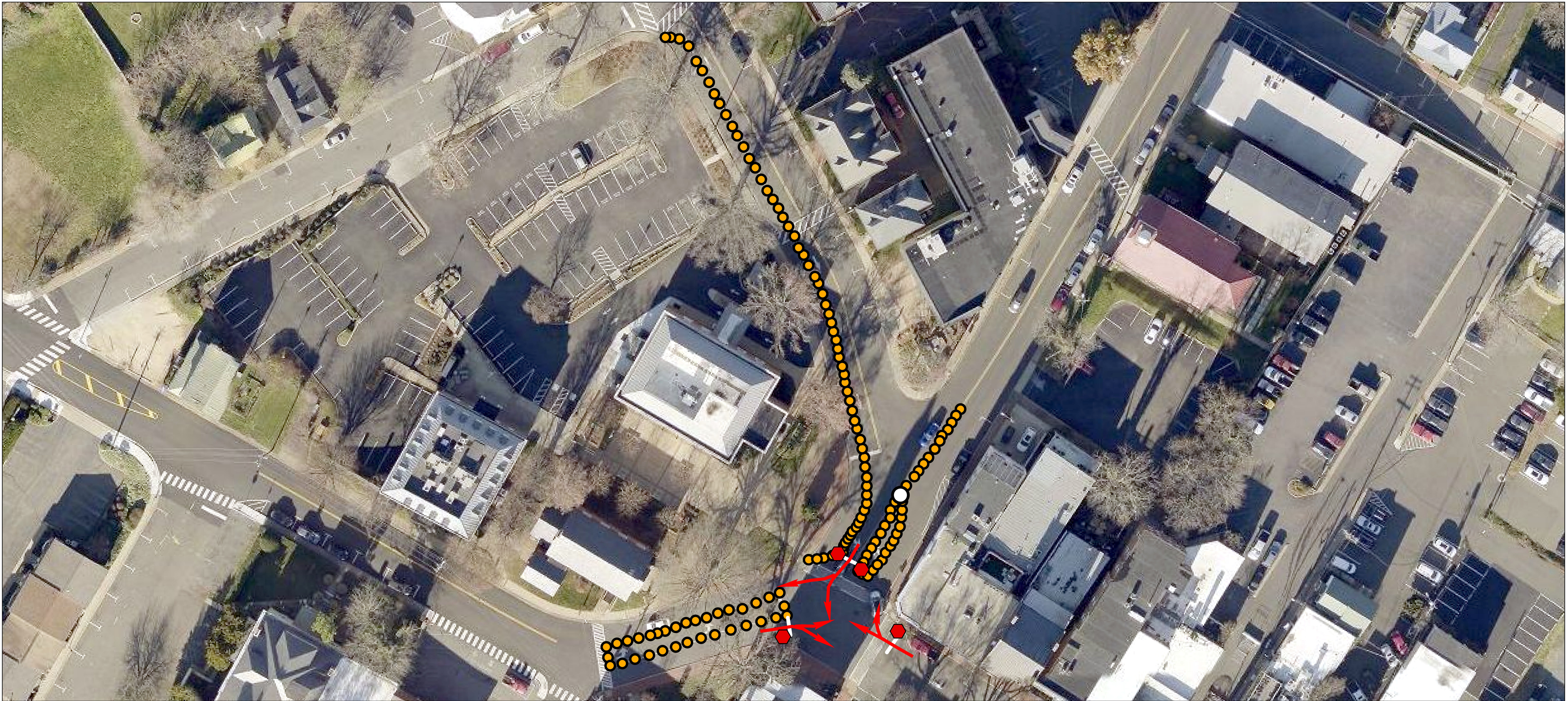
- Increased traffic flow on Lee Street and Horner Street, but no delays observed along either corridor.

- During 4pm to 5pm, additional turning movement from Waterloo Street onto Ashby Street caused some stacking of 3 to 4 cars deep.
- No delays/backups observed on Winchester Street
- This temporary traffic pattern moved traffic better than the original condition.
- Negative- pattern could deter traffic away from Main Street
- Opinion from Fauquier County Transportation-
 - Likes – we do like “no left” on Main St due to navigating the traffic in that area. However, we did need to get some buses back to Main St which involved a right on Waterloo St; left on Marshall St; right on Lee St; right on Pelham St; right on Waterloo St to be able to head back to Main St and travel toward 5th St.
 - Dislikes – “no left” on Winchester St. This caused us to go to John E. Mann; left on Winchester St; right on Alexandria Pike; right on Waterloo to capture the students between John E. Mann & Diagonal St.
- **Public Opinion:**
 - Support:
 - 82% Disagree
 - 15% Agree
 - 3% No Opinion
 - Suggestions:
 - 16% 3-Way Stop
 - 12% Change yield sign to stop at Alexandria Pike
 - 5% Roundabout
 - 67% No Suggestion

➤ **NEXT TRAFFIC STUDY:**

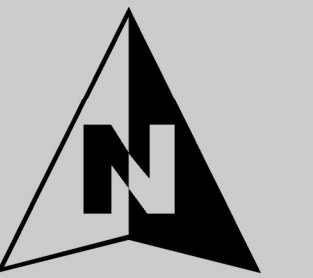
Staff plans to convert the Courthouse Square intersection into a 3-way stop on the week of March 18, 2024. The study will last until March 22, 2024.

TOWN OF WARRENTON Proposed Traffic Pattern Three-Way Stop

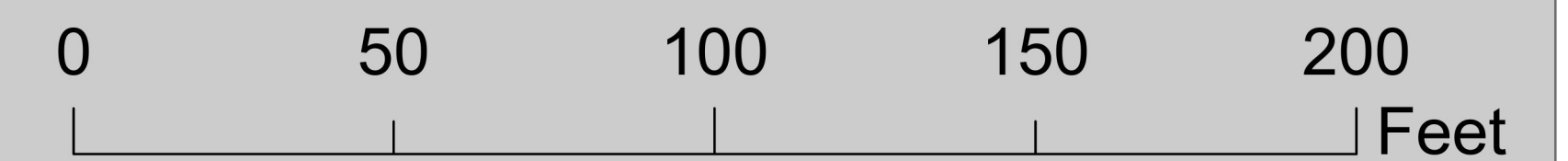


Legend

- Traffic Barrel Locations
- Traffic Stop Sign
- No Left Turn Sign
- Traffic Stop Line
- Traffic Pattern



January 11, 2024
Source: Town of Warrenton & Fauquier County





Office of the Town Manager
Frank Cassidy

Warrenton Town Council

Carter Nevill, Mayor
Heather Sutphin, Ward 1
William Semple, Ward 2
Brett Hamby, Ward 3
James Hartman, Ward 4 Vice Mayor
Eric Gagnon, Ward 5
Paul Mooney, At Large
David McGuire, At Large

Item C.

STAFF REPORT

Council Meeting Date:	March 12 th , 2024.
Agenda Title:	Review of Strategic Planning Meeting
Requested Action:	Review the recommendations from the Virginia Institute of Government and discuss priorities for the Council and Staff for the upcoming year.
Department / Agency Lead:	Town Council
Staff Lead:	Frank Cassidy, Town Manager

EXECUTIVE SUMMARY

On Friday, January 26th, 2024, the Town Council of the Town of Warrenton met at 18 Court Street for a Strategic Retreat. Ms. Jane Dittmar from the Virginia Institute of Government facilitated the retreat. As part of the retreat, the VIG prepared the materials provided.

BACKGROUND

At the October 10th, 2023, Regular Town Council Meeting, the following Goals were identified by the Council as priorities for the Staff to focus on.

Resiliency, Financial and Workforce

Preparedness, Technology and Utilities

Affordable Housing

As a result of the January 26th, 2024, meeting those goals were reaffirmed and Ms. Dittmar prepared and presented an after-action report attached. The outline includes recommended next steps for the Town Council.

STAFF RECOMMENDATION

Review the recommendations from the Virginia Institute of Government as outlined in the after-action report with a focus on recommendation number one.

Service Level/Collaborative Impact

The strategic goals impact all areas of service in the Town and require collaboration between members of Council and staff to effectively implement.

Policy Direction/Warrenton Plan 2040

The strategic goals will allow the Council and direct staff to create the budget within the Council's priorities directly impacting all service levels of the Town and affecting all aspects of Plan Warrenton 2040

Fiscal Impact

No additional Fiscal Impact is expected at this time. The Strategic goals outline the direction of the Town as they work towards the Warrenton Plan 2040 and lay the framework for the budget.

Legal Impact

No Legal impact has been identified at this time.

ATTACHMENTS

- 1.
- 2.
- 3.



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AFTER ACTION REPORT

Town Council - Extended Work Session

TOWN MANAGER WORKING DRAFT

I. SCOPE OF WORK FOR TOWN OF WARRENTON

In the fall of 2023, the Virginia Institute of Government (Institute) was retained to design and facilitate a one-day retreat on Friday January 26, 2024 in Warrenton Virginia, and after the conclusion of the retreat, provide recommendations for next steps including drafting the Council's next 3–4-year strategic plan to provide a foundation for policy and budgetary decisions in sync with the 2040 Comprehensive Plan.

(See Appendix A for relevant sections of the Scope of Work)

II. PREPARATION FOR THE EXTENDED WORK SESSION

Preparation for the extended work session included:

A. Review of:

- The Fall 2022 After Action Report prepared by the Institute and an examination of the key findings and recommendations developed for 2022 Council and the interim Town Manager.
- The Comprehensive Plan
- The Council Handbook
- Town of Warrenton official Website
- Town Council Meeting Information & Guidelines for Participation
- Meeting Order for Work Session and Regular Meeting
- Staff Report format/template
- Contemporary Press Coverage
- Various website from the November 2023 campaign

(See Appendix B for fall 2022 After Action Report)

B. Interviews of Council Members including:

Mayor, Carter Nevill
 Vice Mayor, James Hartman (also Ward 4 representative)
 David McGuire, At Large
 Heather Sutphin, Ward 1
 William Semple, Ward 2
 Brett Hamby, Ward 3
 James Hartman, Ward 4, Vice Mayor
 Eric Gagnon, Ward 5

(See Appendix C for Council Directory)

C. Interviews of Professional Staff including:

Warrenton Town Manager, Frank Cassidy
 Warrenton Town Clerk, Stephen Clough

III. Extended Work Session

A. Agenda for the Day

After feedback from the interviews of the Council members, an agenda for the day was developed by the Institute and approved by the Mayor and the Town Manager.

The major subjects included:

- **A Review of Fall 2022 After Action Report**
- **Discussion of the elements of a vision for the Town**
- **Consideration of key priorities and major goals for:**
 - *Resiliency: Financial and Workforce*
 - *Preparedness: Technology and Utilities*
 - *Livability: Affordable Housing*
- **Presentation on the roles and Responsibilities of Locally Elected Officials**
- **Conversations around best practices in local government policy setting**

(See Appendix D for the Retreat Agenda)

B. Results from retreat exercises

- Exercise #1 - Norms of Behavior
Assignment – We all have expectations about how others should behave. What are your expectations with regard to the conduct of your fellow Council members?
(See Appendix E for exercise #1 results)
- Exercise #2 - Vision for Warrenton’s Future
Assignment – Look into your crystal ball – what does your best vision of Warrenton look like in the year 2040?
(See Appendix F for exercise #2 results)
- Exercise #3 – Strategic Goals
Assignment – List your top objectives for each of the following priorities and any others you may have that are not listed.
(See Appendix G for exercise #3 categories)

IV. Recommendations For Warrenton Town Council

Recommendation #1

Update the language in the current Town Council Handbook and create a comprehensive document so:

- The public understands the standards and guidelines that apply to their Town Council and Council members
- New members are familiarized with the standards and guidelines during their onboarding to the Council
- Continuing Council members can annually reaffirm their support of its contents, or recommend changes for adoption, at the organizing meeting in January or some other annual date selected by the Council
- Appointed members of committees, councils and commissions of the Town Council will have clear expectations of how they are to conduct the Town’s business

Although Council members appreciate that they are comprised of diverse thinkers with sometimes different policy objectives, a thorough review and updating of the Town Council Handbook is necessary to renew trust and restore cooperation and collaboration to the body as a whole.

Currently some of the language used to describe guidelines and policies have provided room for individual member interpretation which has, in turn, led to misunderstanding and conflict.

For instance, per the Code of the Commonwealth of Virginia, two elected officials may meet to discuss policy elements regarding matters that concern the elected body on which they serve, without declaring a public meeting. Such a meeting may include professional staff, provided attending staff members follow the guidelines set forth by their CAO. Yet the Handbook contains a provision which lacks enough specificity, to lead some to interpret this as a stipulation that the results of such meetings, should they be considered “substantive”, and should they eventually come before the Council, be shared publicly. What is “substantive”? When should results be shared and by whom and what is “publicly”? Without knowing the purpose of this language, or under what circumstances it applies and when it does not, we observe that this is recipe for misunderstandings and is the source of recent controversy among members.

Another example of language that should be updated, is the use of the supercharged word “ethics” referring to a “Code of Conduct” that Councilors agree would make for good working relationships among Council members.

The term “ethics” is typically used by local governments and state agencies to refer to state code sections regarding the *Freedom of Information Act (FOIA)* and the *Conflict of Interest Act (COIA)* that govern open government and ethical principles for state and local government officials.

A “Code of Conduct”, sometimes titled “Operating Agreement Among Members”, refers to an agreement or understanding developed around the “norms of behavior” that members expect from each other.

The term “Rules” generally refers to the operating rules of procedure adopted by the Board or Council at their organizing meeting each January. Contents typically include order of the public meetings, whether Roberts Rules or some other parliamentary protocol applies when decisions are made and also outlines other administrative functions of the governing body.

The term “Board or Council Handbook” generally refers to the compilation of the “Codes of Conduct”, “Board Rules”, and the State dictated “FOIA & COIA Ethics” requirements.

The Town of Warrenton is not in a unique position. With rising incivility on public bodies and in public meetings, jurisdictions across the country are working on “Codes of Conduct” for their own governing bodies and for their appointees who serve on committees, councils and commissions to follow as well.

The retreat developed good work around the norms and expectations that Council members have regarding collegial behavior. Taking this groundwork and updating the current Town Council Handbook should be a significant priority for Council.

With consensus on clear operating guidelines and protocols going forward, facilitating a Town Council that works well together even when there are disagreements over policy direction, the business of the citizens of Warrenton can be better accomplished.

Recommendation #2

Create a Strategic plan for the Council by:

- Using the work of the retreat as a foundation
- Seeking more detail through additional interviews of Council members and staff
- Reviewing the draft at a Council work session
- Presenting it to the residents of Warrenton for comment at a public hearing
- Adopting the plan and establishing an annual performance review to measure progress

V Appendixes

Appendix A - Relevant sections of the Scope of Work

Appendix B - 2022 After Action Report

Appendix C - Town Council Directory

Appendix D - January 2024 Retreat Agenda

Appendix E - Exercise #1 Results

Appendix F - Exercise #2 Results

Appendix G - Exercise #3 Form



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Virginia Institute of Government

Prepared for: Town of Warrenton

Date: November 4, 2023

Description of the Scope of Work

The Institute will design and facilitate an extended work session on January 26, 2023 for the members of Warrenton's Town Council to explore next steps for the Board to achieve high performance governance standards and to develop the Town's 2024-2027 strategic plan.

Phase I Strategic Planning Retreat

To tailor the content to the specific needs of the Town, preparation for the retreat will include:

Planning meetings held with the Town Manager and Mayor or their assigns and the Clerk of the Council to create a productive retreat environment.

Conducting confidential interviews with the Mayor, the other members the Council, the Clerk, the Town Manager, and any department heads identified by the Town Manager held virtually or telephonically.

The Institute consultant will also re-review all written reports, planning documents and other materials provided and design the work session agenda, exercises and power point, and facilitate the meeting.

The session will start by reviewing the difference between campaigning and governing and move on to develop a culture for governing as a team. Consensus on the cultural norms and behaviors Council members hope to achieve will be explored and this section will end by exploring conflict prevention and resolution skills useful in working with both citizens and each other.

The strategic planning portion of the retreat will begin with the exploration of best practices surrounding the roles and responsibilities of professional staff and elected members of the jurisdiction. High functioning bodies understand the difference between policy making and execution and we will explore where one responsibility ends and the other begins.

Next, the key priorities developed by the Council in the fall of 2022 and themes from the 2024 confidential interviews will be reviewed to reach consensus around high level priorities. The remainder of the retreat will be spent developing the goals, objectives and in some cases, strategies that will serve as a foundation for an actionable plan.



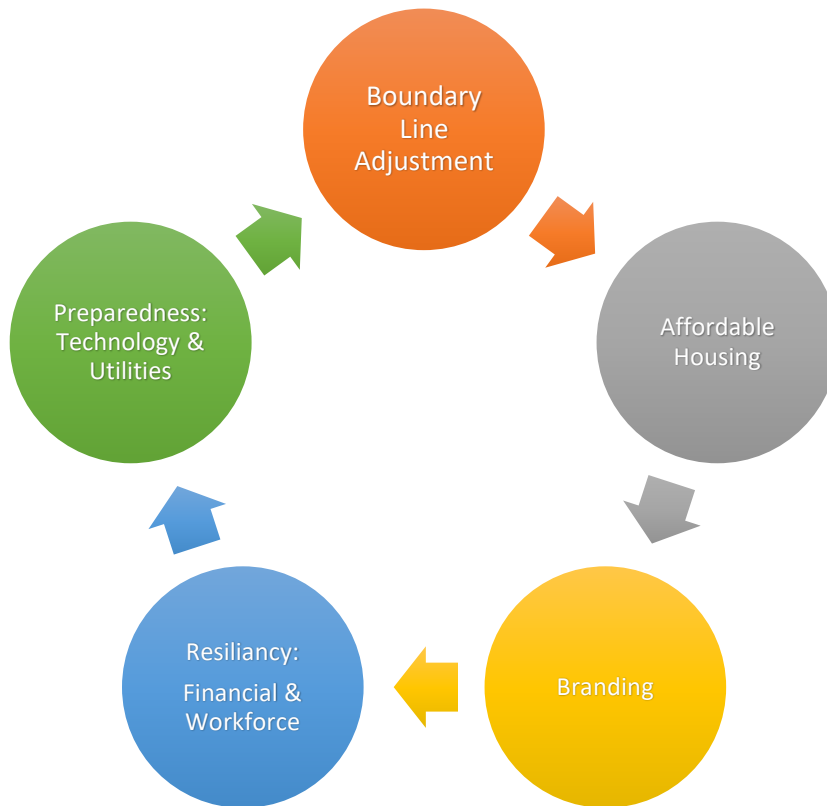
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for Public Service
Virginia Institute of Government



Warrenton Town Council Retreat - After Action Summary

1. Executive Summary

From the combination of reaffirmed existing priorities and the top-rated emerging priorities, all of which can be found rooted in the Comprehensive Plan, the following are by consensus the top priorities for 2023:



1. **Boundary Line Adjustment** – including overall relationship with the County and the process to finish this project
2. **Affordable Housing** – including how the County and Non-Governmental Organizations can assist in this challenge
3. **Branding** – Determining the next steps in this ongoing priority
4. **Resiliency & Preparedness** – Identifying key actions and initiatives that will protect and promote a successful future for Warrenton specifically in the areas of financial and workforce resources and also with attention to technology and utilities

Recommendations:

To build on the work of the September 24 retreat and to be well positioned for the FALL, WINTER & SPRING next steps, it would be advisable to review these priorities and:

1. Identify staff resources needed to execute the initiatives that will address these priorities
2. Identify the discretionary funding needed to pursue these priorities. This revenue will be in addition to the funding needed for general services and capital expenses in the budget.

It is also advisable to adopt project mapping software so initiatives can be reviewed for planning purposes and analyzed for milestone progress.

2. Overview

Retreat Preparation

During the weeks preceding the Warrenton Town Council planning session, 1-hour individual interviews were conducted to prepare for the retreat. The following people participated in a one-on-one format via video with Jane Dittmar from the Virginia Institute of Government:

Council Members (9)

H. E. Carter Neville – Mayor
James N. Hartman – Vice Mayor (Ward 4)
Renard Carlos – At Large Member
Sean Polster – At Large Member
Heather D. Sutphin – Ward 1
William Semple II – Ward 2
Brett A. Hamby – Ward 3
Jay Heroux – Ward 5 (newly appointed)
Kevin Carter – Ward 5 (recently resigned)

Professional Staff (10)

Chris Martino – Interim Town Manager
Tommy Cureton – Deputy Town Manager
Stephen Clough – Town Clerk
Kacey Braun- Human Capital Director
Frank Cassidy – Public Works & Utilities Director
Denise Harris – Planning Manager
Michael Kochis – Chief of Police
Stephanie Miller – Finance Director
Jonathan Stewart – IT Director
Kelly Koernig – Parks & Recreation (Acting) Director

The Retreat

On September 24, 2022, The Warrenton Town Council convened a day long retreat at the Warrenton Police station. Those present included:

Council Members (8)

H. E. Carter Neville – Mayor
James N. Hartman – Vice Mayor (Ward 4)
Renard Carlos – At Large Member
Sean Polster – At Large Member
Heather D. Sutphin – Ward 1
William Semple II – Ward 2
Brett A. Hamby – Ward 3
Jay Heroux – Ward 5

Professional Staff (4)

Chris Martino – Interim Town Manager
Tommy Cureton – Deputy Town Manager
Stephen Clough – Town Clerk
Stephen Bruck – IT Specialist

Facilitator

Jane Dittmar – Virginia Institute of Government

RETREAT AGENDA

- 1) Roles & Responsibilities of Elected Bodies and Professional Staff
- 2) Norms and Expectations among Council Members
- 3) Communication Strategies for Council Members
- 4) Challenges and Opportunities facing the Town
- 5) Existing Priorities found in the last Strategic and Comprehensive Plans
- 6) Emerging Priorities based on Challenges and Opportunities facing the Town
- 7) Next steps

1. Roles and Responsibilities

A. Summary

The science and philosophy behind highly performing elected bodies and their staff was discussed. Material from national and international organizations was reviewed.

Town Council

There was agreement that the Council is the policy maker and responsible for addressing the Town's long-term future by adopting the capital improvement and comprehensive plans, formulating annually a budget and setting the tax rate, enacting local ordinances and making land use determinations. The Council also understands its role hiring the Town Manager, Clerk and Attorney (or by securing outside legal services).

Town Manager & Staff

There was agreement the Town Manager is responsible for hiring, reviewing and retaining professional staff to execute Council policy and for ensuring high-level service delivery for Town residents. Discussion followed whether it was appropriate for individual Council members to work directly with staff instead of going through the Manager with constituent service requests. Utilizing the Town Manager to triage requests is the protocol described in the 2024 Warrenton Town Council Handbook. The handbook procedure was reaffirmed and Council members decided to review protocols on handling constituent service and other requests when the new Manager is on boarded.

Preferences for how Council Would Like Information

The group also discussed their preference in receiving briefings and recommendations from staff. There was consensus that an executive summary of findings and the recommendation of staff is a format that would be well received. There was not general consensus on how many options should be offered. Some members preferred just one recommendation with supporting justification. Others wanted a recommendation that included all the options considered by staff, and besides the supporting justification for the final recommendation, they wanted a brief explanation as to why the other options were rejected. One member did not like having three options to consider. There should be further discussion about how to present the staff recommendation found in their executive summaries.

2. Norms and Expectations

A. Summary

During individual Council members' interviews, the topic of norms of behavior among members came up frequently. This subject was added to the agenda. Besides stated norms found in the 2024 Warrenton Town Council Handbook, the Council discussed norms that were important to them individually and as a whole. Questions were posed such as:

- 1) How do we develop and find consensus on our norms?
- 2) How do we (shall we) evolve our norms?
- 3) How do we communicate our norms to new members?
- 4) What do we do if a norm is violated unintentionally?
- 5) What should we do if a member needs to violate a norm?

B. Individual interviews

During the individual interviews the following themes emerged:

- 1) **One Voice** – Members should bring policy and requests to the full Council so by majority, the Council can speak as “one voice”.
- 2) **No Surprises** – let your fellow members know in advance if they might be surprised by a motion or announcement
- 3) **General Decorum** – treat other members as you want to be treated
- 4) **The actions of a fellow member v. the member** – criticize actions or policies being promoted by a member, not the member themselves and keep language from becoming personal. Exercise care in social media posts and other group communication.
- 5) **My Ward – Our Town** – recognize and respect the ward members who represent a particular ward and all members should understand that the Council considers the good of the whole town.
- 6) **Horse trading votes** – when horse trading ward to ward, ensure that these votes are good for the whole town.
- 7) **Handling “breaches”** – reach out to understand a breach before reacting to what you assume was the motivation.

C. Exercise results

Members broke into four groups of two each to discuss norms and expectations. The following highlights illustrate the priorities of the members:

1) Boundaries

- a. **Ward boundaries** – those in wards request that they be notified if another member has town business to discuss or attend to in their ward. That said, some members didn't want the town to be too siloed by ward boundaries and wanted everyone to vote on behalf of the entire town.
- b. **Staff boundaries** – “don't put staff in the middle on issues”

2) Respect for each other

There was also good consensus around the showing of mutual respect by avoiding surprising a fellow member by talking outside of official meetings, coming prepared to meetings, accepting each other's differences and handling disagreements or concerns in private and preferably in person.

3) Handling Breaches

Discussion included the recommendation that any breach should be addressed carefully with respect on both sides.

3. Communication Strategies & Tools

Some time was devoted on tools and strategies for effective communication.

4. Existing Priorities

A. Summary

The Council spent time reviewing existing priorities found in the Comprehensive Plan “Plan Warrenton 2040” and in the findings of the last strategic plan held in 2019.

Plan Warrenton 2040 serves as the official document tying together community features with the overall vision for its future. It is broken into 7 areas of community policy and development:

- 1) Historic resources
- 2) Community facilities
- 3) Housing
- 4) Open space, parks & environment
- 5) Transportation and circulation
- 6) Economic and fiscal resilience
- 7) Land use and character district plan

B The strategic plan created in 2019 identified the following priorities:

- 1) **Boundary Adjustment- Facilities** – From the Community Facilities section of the Comprehensive Plan
- 2) **Branding- Who, What, Where** – From both the Historic Resources section and the Economic and Fiscal Resilience sections of the Comprehensive Plan
- 3) **Recreation- Quality of Life Activities** - From the Open Space Parks and Environment section of the Comprehensive Plan
- 4) **Historic District - Boundaries** – from both the Historic Resources and Land Use and Character District Plan
- 5) **Gateways** – from both Transportation and Circulation section and the Land Use and Character District section of the Comprehensive Plan and
- 6) **Inventory of Affordable Housing** – from the Housing section of the Comprehensive Plan

C Group Exercise – reaffirming existing priorities

Members broke into four groups of two each to discuss norms and responsibilities. The following highlights illustrate the priorities of the members. The top priorities identified by all four groups were:

1. Successful completion of the **boundary line adjustment** project
Top priority in two groups, number two priority in the other two groups
This priority continues to be consistent with both the Comprehensive Plan, found in the Community Facilities section, and the 2019 Council Retreat findings.
2. Forward movement on addressing **the affordable housing shortage**
Top priority in one group, Second priority in one group, third priority in two groups
This priority continues to be consistent with both the Comprehensive Plan found in the Housing section and the 2019 Council Retreat findings.
3. Continue the **branding** initiative for the town
Second priority in one group, third priority in one group, forth priority in one group and fifth priority in one group. This priority continues to be consistent with both the Comprehensive Plan, found in the Historic Resources section and the Economic and Fiscal Resilience section, and the 2019 Council Retreat findings.
4. Honorable mentions were recorded for:
 - a) Recreation (mentioned twice)
 - b) Historic resources (mentioned twice)
 - c) Transportation, including walkability (mentioned twice)
 - d) Economic Development (mentioned once)

5. Emerging Priorities

A. Summary

The Council was asked to consider emerging priorities that may not have been on the minds of council members when they (or if they) participated in the 2019 retreat.

B. Findings from the Interviews

The results of individual interviews were shared with the Council. The main themes centered around:

- 1) Resources – Protecting and growing the Town’s resilience by enhancing revenue streams and retaining and attracting top professional staff
- 2) Infrastructure - Water/Sewer & Technology – improving water and sewer capacity and procuring and training in technology for future resident service and general government efficiency. The need for project management software was frequently addressed in interviews.
- 3) Partner projects with Fauquier County – further developing and maintaining a close relationship with Fauquier County. This was raised regarding the boundary line adjustment project and also the possibility of jointly developing affordable housing at the boundary on either side of the Town limits.
- 4) Cultural shift – there is an awareness that the town is evolving from “Old Warrenton” to “New Warrenton” such that Council needs to determine what to preserve and what to stay out in front of.

C. Insights from the Virginia Institute of Government (VIG)

Generic challenges identified by (VIG) for local governments in the Commonwealth were briefly reviewed:

- 1) Local governments are increasingly asked to do more with less
- 2) Outside of pandemic one-time funding, federal and state support is declining
- 3) New technology continues to revolutionize communication and service deployment
- 4) Citizens are demanding a more responsive government
- 5) Conflict is erupting in the public square

D. Emerging Priorities – Exercise

Members broke into four groups of two each to discuss emerging priorities. The following highlights illustrate the priorities of the members

There were a number of emerging priorities the Council considered. The two major emerging priorities centered on **resiliency and workforce**.

- 1) **Resiliency** came in as number one emerging priority. It was listed number one for three groups and one of the three groups listed it twice. Descriptors for resiliency included:
 - a) “financial”
 - b) “preparedness”, and
 - c) “preparedness for change”.

- 2) **Workforce**, arguably a subcategory of resiliency, was elevated to its own priority. It was listed as the number two issue for two groups and the number three issue for two groups. Descriptors included
 - a) “hiring Town Manager”
 - b) “employee retention”
 - c) “employee recruitment and retention”, and
 - d) “protecting our workforce”

- 3) Honorable mentions were recorded for:
 - a) Representing town demographics; honoring diversity (mentioned twice)
 - b) Maintaining high level of trust with residents (mentioned once)
 - c) Maintaining the qualities of Warrenton that make it distinctive (mentioned once)
 - d) Preparing for the future embracing change (mentioned once)
 - e) Preparing for climate change (mentioned once)

6. Next Steps

There are several events in the near future that are significant to Council working through these priorities. They are:

1. FALL: Utilizing remaining work session(s) in 2022 to review the cost, action steps and timing of identified priorities for 2023. Also test the formats for explaining recommendations in executive summaries to determine which style suits the Council.
2. FALL: The November 2022 election will identify the several new members who will join the Council effective January 2023. Besides other materials, new member orientation can include a discussion of norms and expectations with other remaining members of the Council.
3. FALL: Communication with the search firm regarding the qualities the Council wants in their next Manager.
4. FALL: Staff preparation of the draft budget. To do this there will need to be clear direction from the Council on what priorities will be “slow walked” and which priorities should command the most discretionary resources in the next budget cycle.
5. WINTER: The on boarding of new Council members
6. WINTER: Preparation for the budget retreat where the Council will assess the expense side of general services, capital investment and whether there is sufficient resource to move ahead on their priority initiatives with the existing tax rate.
7. SPRING: The on boarding of the new Town Manager.

Prepared by:
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WELCOME!

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Weldon Cooper Center
for Public Service
Virginia Institute of Government



**Town Council - Extended Work Session
Friday, January 26, 2024
8:30A – 3:30P**

AGENDA

- I. Gathering**
- II. Welcome and Introductions**
- III. Purpose of the Extended Work Session**
- IV. Review of Fall 2022 After Action Report**

BREAK

- V. What is our Vision for 2040?**
- VI. Key Priorities: 2024 and Beyond.**
 - 1. Resiliency: Financial and Workforce**
 - 2. Preparedness: Technology and Utilities**
 - 3. Livability: Affordable Housing**

BREAK & LUNCH

- VII. Goals for the Key Priorities**
- VIII. Roles and Responsibilities of Locally Elected Officials**
- IX. Policy Setting & Getting to Yes**
- X. Commitments, Next Steps, & Adjournment**

APPENDIX E - Exercise #1 Norms Exercise Sheet Reports

NORMS	Team 1	Team 2	Team 3	Team 4
One Voice	<ol style="list-style-type: none"> 1. Support for the will of the majority 2. Can disagree but will not actively undermine progress by questioning process or legitimacy. 3. Respect the vote and move on 4. Stop attacking the process as excuse or attempt to derail or delegitimize a council vote or action. 	<ol style="list-style-type: none"> 1. We have to be united 2. We can't be the complaint department 	we need to be united	<ol style="list-style-type: none"> 1. bring policy and require in a timely way. We are informed and have had to revise the consequences on health safety and welfare of the public 2. We acknowledge the validity of the vote 3. Faithfully represent our constituents in a democratic process 4. All members should be kept informed
No Surprises		<ol style="list-style-type: none"> 1. Work session should be 2-3 weeks before the vote 2. Work as a team 	take time to communicate	<ol style="list-style-type: none"> 1. Everybody is informed on policy initiatives when initiated 2. Town manager should also prevent surprises 3. Respect our process
General Decorum	<ol style="list-style-type: none"> 1. Let other council members be themselves. 2. Respect autonomy to do the job as each sees fit (unless there's a violation) 	We should disagree in private	Be professional	Follow our current code towards ourselves and the public
Criticizing Actions of fellow Council members	<ol style="list-style-type: none"> 1. End tyranny of the minority. 2. Stop crying because you lost the vote 3. Same team: "Team Warrenton" 4. Respect the chaos 	Communicate person to person	<ol style="list-style-type: none"> 1. communicate person to person 2. take the time to settle between 	
My ward/ Our town		My ward/our town Ask – "is this good for the town?"	My ward/our town we all work for the Town as a whole	
How to handle breaches		Handle breaches in closed session	needs to be investigate each case will be different.	<ol style="list-style-type: none"> 1. Follow a process but don't call out fellow council members from the dais. 2. Go into closed session.
Other	Support staff and stay in our lane			

Teams were created randomly.

Vision	Team 1	Team 2	Team 3	Team 4
Agreed on concepts	A safe, secure community that provides excellent security	<ol style="list-style-type: none"> 1. Comp plan 2040 2. Affordable housing 3. Low taxes 4. preserve character of historic Warrenton 5. No parking 6. Zoning revision economic development 7. Continue strategic plan for Improving and replacing utilities 	<ol style="list-style-type: none"> 1. Preserve small town Warrenton 2. Parks and small green spaces 3. Effective economic development 4. Being proactive on major town issues 5. traffic 6. Better utilization of retail spaces 7. Better infill development 8. No more data centers 9. Self-sufficient non commuter job base 	<ol style="list-style-type: none"> 1. Pedestrian Friendly 2. Open spaces 3. Balancing character with Opportunity & Vitality 4. Prosperity 5. Diversity Tax Base 6. Economically strong 7. Small business strategy 8. Attracting large business for job creation 9. Diversify housing
Divergent concepts	Maintain the small-town character while providing excellent services publicly and privately	No divergent concepts	<ol style="list-style-type: none"> 1. Jobs 2. Funding for infrastructure improvements 3. Broadview road improvements 	Bike lanes
Divergent concepts	We have to understand what future generations needs and wants will be and how that translates into good Town Service	No divergent concepts	<ol style="list-style-type: none"> 1. Data centers dept. 2. Data centers – hardline 3. Improving communication and disclosure on town council 	<ol style="list-style-type: none"> 1. We enjoy small town Warrenton bult we need to grow with the times or the times will bass us by 2. Youth is essential 3. Collaborate with Fauquier – they have resources

Teams were created randomly



Office of the Town Manager
Frank Cassidy

Warrenton Town Council

Carter Nevill, Mayor
Heather Sutphin, Ward 1
William Semple, Ward 2
Brett Hamby, Ward 3
James Hartman, Ward 4 Vice Mayor
Eric Gagnon, Ward 5
Paul Mooney, At Large
David McGuire, At Large

Item D.

STAFF REPORT

Council Meeting Date:	March 12 th , 2024
Agenda Title:	Initiation to create a stand-alone Erosion and Stormwater Management Ordinance
Requested Action:	Initiate the creation of a standalone Erosion and Stormwater Management Ordinance
Department / Agency Lead:	Public Utilities
Staff Lead:	Steven Friend, Director of Public Utilities

EXECUTIVE SUMMARY

The Virginia Erosion & Sedimentation Control and Stormwater Management Regulation (9VAC25-875) updates included consolidation requirements of the Erosion and Sediment Control Regulations (9VAC25-850); Erosion and Sediment Control and Stormwater Certification Regulations (9VAC25-850); and Virginia Stormwater Management Program Regulation (9VAC25-870) into one chapter of the Virginia Administrative Code. The new Town of Warrenton’s Virginia Erosion & Sedimentation and Stormwater Regulations will be named the “Erosion and Stormwater Management Ordinance” and is slated to take effect July 1, 2024.

BACKGROUND

Storm water management is the collection and use of storm water to protect the environment by preventing unregulated and potentially harmful pollutants from entering the Town’s waterways. Pollutants include silt, dirt, trash and other contaminants. Storm Water Management also reduces the nutrient loading in the streams which can disrupt the natural ecology of the waterways and could harm aquatic plant life and animal life.

The current Storm Water Ordinance is included in the Zoning / Planning Ordinances as articles 4 & 5. The “Consolidation Bill” required the combination of the three chapters; the new regulation clarifies program requirements, eliminate redundancies, and corrects inconsistencies between the stormwater management and erosion control regulations. Our current ordinance administers the Virginia Erosion and Sediment Control Program and the Virginia Stormwater Management Program separately within the Town’s Zoning Ordinance. A new erosion and stormwater ordinance is being produced to address the new combined Erosion and Stormwater Regulations as required per state code. The new Town of Warrenton’s Virginia Erosion & Erosion and Stormwater Regulations (Erosion and Stormwater Management Ordinance) will be effective July 1, 2024.

STAFF RECOMMENDATION

Staff recommends initiating the creation of the standalone document. A separate initiation will be pursued to strike the language from the Town of Warrenton’s Zoning Ordinance.

Service Level/Collaborative Impact

Adoption of the ordinance will bolster the vision of Plan Warrenton 2040 by helping to preserve the visual aesthetics and protect environmentally sensitive areas from unregulated / unmonitored runoff related to new and existing construction. This will have a collaborative impact on the Public Utilities Department, Community Development Department, and Public Works departments.

Policy Direction/Warrenton Plan 2040

Plan Warrenton 2040 seeks to preserve, enhance, and protect the environmental, scenic, and natural quality of the Town. The proposed Erosion and Stormwater Management Ordinance ensures all construction activities are properly regulated and maintained and limit pollution and enhance water quality through proper Stormwater Management practices. It directly relates to Community Facilities Goal of:

CF-4: Ensure healthy, safe, adequate water and wastewater services.

Fiscal Impact

None identified at this time.

Legal Impact

None identified at this time.

ATTACHMENTS

- 1. Working draft of the Erosion and Stormwater Management Ordinance for consideration at the April Town Council Meeting.

Table of Contents

- XXX Title
- XXX Purpose
- XXX Authority
- XXX Conflicting Content with other Codes and Ordinances
- XXX Virginia Erosion and Stormwater Management Program Established
- XXX Applicability
- XXX Review and approval of plans
- XXX Technical Criteria for Regulated Land Disturbing Activities
- XXX Land Disturbance Permit Requirements; Exemptions
- XXX Stormwater Plan Submission Requirements; Contents of Plan
- XXX Erosion Control Plan Submission Requirements; Contents of Plan
- XXX Stormwater Pollution Prevention Plan (SWPPP); Contents of Plans
- XXX Pollution Prevention Plan; MS4
- XXX Long-term Maintenance of Permanent Stormwater Facilities
- XXX Easements
- XXX Performance Bond
- XXX Monitoring and Inspections
- XXX Hearings
- XXX Appeals
- XXX Right of Entry
- XXX Enforcement
- XXX Fees
- XX Definitions

EROSION AND STORMWATER MANAGEMENT ORDINANCE

Pursuant to §62.1-44.15:27 of the Code of Virginia, this ordinance is adopted as part of an initiative to integrate the Town of Warrenton stormwater management requirements with the Town of Warrenton erosion and sediment control, flood insurance, and flood plain management requirements into a consolidated erosion and stormwater management program. The erosion and stormwater management program are intended to facilitate the submission and approval of plans, issuance of permits, payment of fees, and coordination of inspection and enforcement activities for land-disturbing activities into a more convenient and efficient manner for both the Town of Warrenton and those responsible for compliance with these programs.

Section XXX Title

The ordinance shall be known as the Erosion and Stormwater Management Ordinance of the Town of Warrenton.

Section XXX Authority

This chapter is authorized pursuant to the authority and mandates of the Virginia Erosion and Stormwater Management Act, Article 2.3 (§ 62.1-44.15:27 et seq.) of Chapter 3.1 of Title 62.1 of the Code of Virginia, and the Virginia Stormwater Program (VSMP) Permit Regulations (9VAC25-870 et seq.),

Section XXX Purpose

The purpose of this ordinance is to ensure the general health, safety, and welfare of the citizens of the Town of Warrenton, protect the quality and quantity of state waters from the potential harm of unmanaged stormwater and soil erosion, including protection from a land disturbing activity causing unreasonable degradation of properties, water quality, stream channels, and other natural resources, and to establish procedures whereby stormwater requirements related to water quality and quantity shall be administered and enforced. The chapter establishes a local erosion and stormwater program that shall be administered in conjunction with the Town's Municipal Separate Storm Sewer System (MS4) Program.

Section XXX Conflicting Content with other Codes and Ordinances

Whenever any provisions of any Commonwealth or Federal statute or other provisions impose a greater requirement, or higher standard, than is required by these regulations, the provisions of the Commonwealth or Federal statute, provision, or regulation shall govern.

Section XXX Virginia Erosion and Stormwater Management Program Established

- A. Pursuant to § 62.1-44.15:27 of the Code of Virginia, the Town hereby establishes a Virginia Erosion and Stormwater Management Program for land-disturbing activities and adopts the Virginia Erosion and Stormwater Management Regulation that specify standards and specifications for VESMPs promulgated by the State Water Control Board for the purposes set out in Section XXX of this Ordinance. The Town Council hereby designates the Town Manager as the appointment authority for the Stormwater Administrator of the Virginia Erosion and Stormwater Management Program established by this Ordinance.

Section XXX Applicability

- A. Land-disturbing activities that meet one of the criteria below are regulated as follows:
1. Land-disturbing activity that disturbs 2,000 square feet to 10,000 square feet, less than one acre, not part of a common plan of development or sale, is subject to criteria defined in Article 2 (9VAC25-875-540 et. seq.) of Part V of the Virginia Erosion and Stormwater Management Regulation.
 - a. Single-family residences separately built and disturbing more than 2,000 square feet and not part of a larger common plan of development or sale, including additions or modifications to existing single-family detached residential structures shall not be considered exempt from the provisions of 9VAC25-875-540. These will require an “agreement in lieu of plan” for erosion and stormwater control, may require other permits such as floodplain, zoning, etc.
 2. Land-disturbing activity that disturbs less than one acre, but is part of a larger common plan of development or sale that disturbs one acre or more, and more than 10,000 square feet of impervious is subject to criteria defined in Article 2 (9VAC25-875-540 et seq.) and Article 3 (9VAC25-875-570 et seq.) of Part V unless Article 4 (9VAC25-875-670 et seq.) of Part V of the Regulation is applicable, as determined in accordance with 9VAC25-875-480 and 9VAC25-875-490.
 - a. Land-disturbing activities of less than 2,000 square feet on individual lots in a residential development shall not be considered exempt from the provisions of the VESMA, ESCL, or this ordinance if the total land-disturbing activity in the development is equal to or greater than 2,000 square feet.
 3. Land-disturbing activity that disturbs one acre or more is subject to criteria defined in Article 2 (9VAC25-875-540 et seq.) and Article 3 (9VAC25-875-570 et seq.) of Part V unless Article 4 (9VAC25-875-670 et seq.) of Part V is applicable, as determined in accordance with 9VAC25-875-480 and 9VAC25-875-490.
 4. Land disturbing activities that disturb less than 10,000 square feet of land area or activities that are part of a larger common plan of development or sale that is one (1) acre or greater of disturbance, and a VESMP Permit is currently in effect for that common plan of development.
- B. Land-disturbing activities exempt per 9VAC25-875-90 are not required to comply with the requirements of the VESMA unless otherwise required by federal law.

Section XXX Review and approval of plans (§ 62.1-44.15:34 of the Code of Virginia); Prohibitions

- A. The Stormwater Administrator or the Public Utilities Director/Acting Director of Public Utilities as the duly authorized agent of the Administrator shall review, approve, or disapprove an erosion control and stormwater management (ESM) plans according to the following:

1. The Administrator shall determine the completeness of a plan in accordance with this Ordinance, and shall notify the applicant, in writing, of such determination, within 15 calendar days of receipt. If the plan is deemed to be incomplete, the above written notification shall contain the reasons the plan is deemed incomplete.
 2. The Administrator shall have 60 calendar days from the date of the communication of completeness to review the plan.
 3. The Administrator shall review any plan that has been previously disapproved, within 45 calendar days of the date of resubmission.
 4. During the review period, the plan shall be approved or disapproved, and the decision communicated in writing to the person responsible for the land-disturbing activity or his designated agent. If the plan is not approved, the reasons for not approving the plan shall be provided in writing. Approval or denial shall be based on the plan's compliance with the requirements of this Ordinance.
 5. If a plan meeting all requirements of this Ordinance is submitted and no action is taken within the time provided above in subdivision (2) for review, the plan shall be deemed approved.
 6. Any changes or modifications to the plans initiated by the applicant during the review process (not responses to staff comments) will reset the 60-day calendar review process as of the date of the applicant's request.
- B. Approved erosion and stormwater plans may be modified as follows:
1. Modifications to an approved erosion and/or stormwater management plan shall be allowed only after review and written approval by the Administrator. The Administrator shall have 60 calendar days to respond in writing either approving or disapproving such request.
 2. The Administrator may require that an approved erosion and/or stormwater management plan be amended, within the time prescribed by the Administrator, to address any deficiencies noted during inspection.
- C. The Administrator may require changes to an approved ESM plan in the following cases:
1. Where inspection has revealed that the plan is inadequate to satisfy applicable regulations or ordinances; or
 2. Where the owner finds that because of changed circumstances or for other reasons the plan cannot be effectively carried out, and proposed amendments to the plan, consistent with the requirements of the Act, are agreed to by the VESMP authority and the owner.
- D. In order to prevent further erosion, the Administrator may require approval of an erosion control plan and stormwater management plan for any land it identifies as an erosion impact area. (§ 62.1-44.15:34)

- E. Prior to issuance of any land-disturbance approval, the Administrator may also require an applicant, excluding state agencies and federal entities, to submit a reasonable performance bond with surety, cash escrow, letter of credit, any combination thereof, or such other legal arrangement it finds acceptable, to ensure that it can take measures at the applicant's expense should he fail, after proper notice, within the time specified to comply with the conditions it imposes as a result of his land-disturbing activity. If the Administrator takes such action upon such failure by the applicant, it may collect from the applicant the difference should the amount of the reasonable cost of such action exceed the amount of the security held. Within 60 days of the completion of the Administrator's conditions, such bond, cash escrow, letter of credit, or other legal arrangement, or the unexpended or unobligated portion thereof, shall be refunded to the applicant or terminated.
- F. The Town may enter into an agreement with an adjacent VESMP authority regarding the administration of multijurisdictional projects, specifying who shall be responsible for all or part of the administrative procedures. Should adjacent VESMP authorities fail to reach such an agreement, each shall be responsible for administering the area of the multijurisdictional project that lies within its jurisdiction.
- G. No exception to, or waiver of, post-development nonpoint nutrient runoff compliance requirements shall be granted unless offsite options have been considered and found not available in accordance with subsection D of § 62.1-44.15:35 of the Code of Virginia.
- H. The Town of Warrenton is authorized to cooperate and enter into agreements with any federal or state agency in connection with the requirements for land-disturbing activities in accordance with § 62.1-44.15:50 of the Code of Virginia.

**Section XXX Technical Criteria for Regulated Land Disturbing Activities;
Grandfathering; Exceptions**

- A. To protect the quality and quantity of state water from the potential harm of unmanaged stormwater runoff resulting from land-disturbing activities, The Town of Warrenton hereby adopts the technical criteria for regulated land-disturbing activities set forth in Part V of 9VAC25-875 expressly to include 9VAC25-875-580 [water quality design criteria requirements]; 9VAC25-875-590 [water quality compliance]; 9VAC25-875-600 [water quantity]; 9VAC25-875-610 [offsite compliance options]; 9VAC25-875-620 [design storms and hydrologic methods]; 9VAC25-875-630 [stormwater harvesting]; 9VAC25-875-640 [linear development project]; and, 9VAC25-875-650 [stormwater management impoundment structures or facilities], which shall apply to all land-disturbing activities regulated pursuant to this ordinance, except as expressly set forth in Subsection B of this Section.
- B. Any land-disturbing activity shall be considered grandfathered and shall be subject to Article 4 (9VAC25-875-670 et seq) of Part V of the Regulation provided:
 - 1. A proffered or conditional zoning plan, zoning with a plan of development, preliminary or final subdivision plat, preliminary or final site plan, or any document determined by Town to be equivalent thereto (i) was approved by Town prior to July 1, 2012, (ii) provided a layout as defined in 9VAC25-875-670, (iii) will comply with the technical criteria of Article 4 of Part V of 9VAC25-875, and (iv) has not been subsequently modified or amended in a manner

- resulting in an increase in the amount of phosphorus leaving each point of discharge, and such that there is no increase in the volume or rate of runoff;
2. A permit has not been issued prior to July 1, 2014; and
 3. Land disturbance did not commence prior to July 1, 2014.
- C. Locality, state, and federal projects shall be considered grandfathered by Town of Warrenton and shall be subject to the technical criteria of Article 4 of Part V of 9VAC25-875 provided:
1. There has been an obligation of locality, state, or federal funding, in whole or in part, prior to July 1, 2012, or the department has approved a stormwater management plan prior to July 1, 2012;
 2. A permit has not been issued prior to July 1, 2014; and
 3. Land disturbance did not commence prior to July 1, 2014.
- D. Land disturbing activities grandfathered under subsections A and B of this section shall remain subject to the technical criteria of Article 4 of Part V of 9VAC25-875 for one additional permit cycle. After such time, portions of the project not under construction shall become subject to any new technical criteria adopted by the board.
- E. In cases where governmental bonding or public debt financing has been issued for a project prior to July 1, 2012, such project shall be subject to the technical criteria of Article 4 of Part V of 9VAC25-875.
- F. Nothing in this section shall preclude an operator from constructing to a more stringent standard at his discretion.
- G. The Administrator may grant exceptions to the technical requirements of Part II B or Part II C of the Regulations, provided that (i) the exception is the minimum necessary to afford relief, (ii) reasonable and appropriate conditions are imposed so that the intent of the Act, the Regulations, and this Ordinance are preserved, (iii) granting the exception will not confer any special privileges that are denied in other similar circumstances, and (iv) exception requests are not based upon conditions or circumstances that are self-imposed or self-created. Economic hardship alone is not sufficient reason to grant an exception from the requirements of this Ordinance.
1. Exceptions to the requirement that the land-disturbing activity obtain required VSMP authority permit shall not be given by the Administrator, nor shall the Administrator approve the use of a BMP not found on the Virginia Stormwater BMP Clearinghouse Website, or any other control measure duly approved by the Director.
 2. Exceptions to requirements for phosphorus reductions shall not be allowed unless offsite options otherwise permitted pursuant to 9VAC25-870-69 have been considered and found not available.

Section XXX Land Disturbance Permit Requirements; Exemptions

- A. Except as provided herein, no person may engage in any land-disturbing activity until a permit has been issued by the Administrator in accordance with the provisions of this ordinance and the Regulation.
- B. A person shall not conduct any land-disturbing activity in the Town of Warrenton until:
1. An application that includes a land disturbance permit application, if required, a state permit registration statement, SWPPP, an erosion control and stormwater management plan or an executed agreement in lieu of a plan has been submitted to the Administrator.
 2. The name of the individual who will be assisting the owner in carrying out the activity and holds a Responsible Land Disturber certificate pursuant to § 62.1-44.15:30 of the Code of Virginia is submitted to the Administrator. Failure to provide the name of an individual holding a Responsible Land Disturber certificate prior to engaging in land-disturbing activities may result in revocation of the land-disturbance approval and shall subject the owner to the penalties provided by the VESMA; and
 3. The land disturbance permit will be issued after the site development plan is approved in its entirety in accordance with Town of Warrenton Zoning Ordinance, Section 8-7 Acceptable Tree Species, Section 8-9 Conservation of Heritage and Specimen Trees, Section 8-10 Retention and Replacement of Trees Requirements and Article 10 Site Development Plan; Town of Warrenton Subdivision Ordinance, and Chapter 840 of the Virginia and Erosion Control Regulations.
 4. All required documentation, including proof of purchase of off-site nutrients and (or) wetland credits, copies of wetland permits, and all easements, plats, bonds, or surety contracts have been submitted and approved as applicable.
- C. Should a land-disturbing activity not begin during the 180-day period following plan approval or cease for more than 180 days, the VESCP authority may evaluate the existing approved erosion and sediment control plan to determine whether the plan still satisfies local and state erosion and sediment control criteria and to verify that all design factors are still valid. If the VESMP authority finds the previously filed plan to be inadequate, a modified plan shall be submitted and approved prior to the resumption of land-disturbing activity.
- D. Once a land disturbance permit is issued, if site conditions reveal the plan is inadequate to satisfy applicable regulations or the approved plan cannot be effectively carried out, proposed amendments to the erosion control and stormwater plan will require approval by the Stormwater Administrator, and Zoning Administrator.
- E. Exemptions. Notwithstanding any other provisions of this ordinance, the following activities are not required to comply with the requirements of this ordinance unless otherwise required by federal law:
1. Minor land-disturbing activities, including home gardens and individual home landscaping, repairs, and maintenance work;
 2. Installation, maintenance, or repair of any individual service connection;

3. Installation, maintenance, or repair of any public underground utility line when such activity occurs on an existing hard surfaced road, street, or sidewalk, provided the land-disturbing activity is confined to the area of the road, street, or sidewalk that is hard surfaced;
 4. Installation, maintenance, or repair of any septic tank line or drainage field unless included in an overall plan for land-disturbing activity relating to construction of the building to be served by the septic tank system;
 5. Permitted surface or deep mining operations and projects, or oil and gas operations and projects conducted pursuant to Title 45.2 of the Code of Virginia;
 6. Clearing of lands specifically for bona fide agricultural purposes; the management, tilling, planting, or harvesting of agricultural, horticultural, or forest crops; livestock feedlot operations; agricultural engineering operations, including construction of terraces, terrace outlets, check dams, desilting basins, dikes, ponds, ditches, strip cropping, lister furrowing, contour cultivating, contour furrowing, land drainage, and land irrigation; or as additionally set forth by the Board in regulations. However, this exception shall not apply to harvesting of forest crops unless the area on which harvesting occurs is reforested artificially or naturally in accordance with the provisions of Chapter 11 (§ 10.1-1100 et seq. of the Code of Virginia) or is converted to bona fide agricultural or improved pasture use as described in subsection B of § 10.1-1163 of the Code of Virginia;
 7. Installation of fence and sign posts or telephone and electric poles and other kinds of posts or poles;
 8. Shoreline erosion control projects on tidal waters when all of the land-disturbing activities are within the regulatory authority of and approved by local wetlands boards, the Marine Resources Commission, or the United States Army Corps of Engineers; however, any associated land that is disturbed outside of this exempted area shall remain subject to the VESMA and the regulations adopted pursuant thereto;
 9. Repair or rebuilding of the tracks, rights-of-way, bridges, communication facilities, and other related structures and facilities of a railroad company;
 10. Land-disturbing activities in response to a public emergency where the related work requires immediate authorization to avoid imminent endangerment to human health or the environment. In such situations, the Administrator shall be advised of the disturbance within seven days of commencing the land-disturbing activity, and compliance with the administrative requirements of subsection A is required within 30 days of commencing the land-disturbing activity; and
 11. Discharges to a sanitary sewer or a combined sewer system; that are not from a land-disturbing activity.
- F. Notwithstanding this ordinance and in accordance with the Virginia Erosion and Stormwater Management Act, Article 2.3 (§ 62.1-44.15:24 et seq.) of Chapter 3.1 of Title 62.1 of the Code of Virginia, the following activities are required to comply with the soil erosion control requirements but are not required to comply with the water quantity and water quality technical criteria, unless otherwise required by federal law:

1. Activities under a state or federal reclamation program to return an abandoned property to an agricultural or open land use;
2. Routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original construction of the project. The paving of an existing road with a compacted or impervious surface and reestablishment of existing associated ditches and shoulders shall be deemed routine maintenance if performed in accordance with this subsection; and
3. Discharges from a land-disturbing activity to a sanitary sewer or a combined sewer system.

Section XXX Stormwater Plan Submission Requirements; Contents of Plan (9VAC25-875-510)

- A. The requirement for development requires approval of a site plan pursuant to section XXX of the zoning ordinance or a construction/infrastructure plan pursuant to section XX of the subdivision ordinance, the erosion control and stormwater management plan shall be submitted as part of the site plan or construction/infrastructure plan application and shall be processed as part of such site plan or construction/infrastructure plan.
- B. In order to protect and conserve the land and water resources of this Town for the use and benefit of the public, measures for the adequate drainage of surface waters shall be taken and facilities provided in connection with all land development activities.
 1. Adequate drainage of surface water means the effective conveyance of storm and other surface waters through and from the onsite stormwater management facilities into a(n):
 - a. natural watercourse, i.e., a stream with incised channel (bed and banks),
 - b. drainage facility of sufficient capacity without adverse impact upon the land over which the waters are conveyed or upon the watercourse or facility into which such waters are discharged, or
 - c. adequate channel as defined in Section XXX of these regulations.
 2. The drainage system should be designed such that properties over which the surface waters are conveyed, from the development site to discharge point(s), are not subject to increased erosion or flooding.
 3. Storm sewers shall be discharged into the area least likely to erode. The following should be considered:
 - a. Generally, it is preferred to discharge at the floodplain limit into an adequate watercourse channel leading to the main stream-bed, rather than disturb the floodplain by extending the storm sewer.
 - b. If an adequate watercourse channel does not exist, the only alternative is to discharge into the main stream-bed.
 - c. In either case energy dissipating devices are required.
 4. In cases where the drainage plans of a proposed development do not satisfy the minimum requirements because necessary offsite facilities or improvements are lacking, the applicant/developer shall delay development until the necessary offsite facilities or improvements are constructed or other arrangements are made which are suitable to the Director of Public Utilities and/or Stormwater Administrator. In such event, the plans, or

- plans, if otherwise satisfactory, will be approved when the requirements of this Article are satisfied. Alternatively, the applicant/developer may choose to supply the offsite facilities that are necessary for adequate drainage.
5. If the discharge conditions are not met and the discharge may aggravate an existing drainage concern or contribute to a drainage problem, the applicant/developer must provide a drainage system satisfactory to the Director of Public Utilities and/or Stormwater Administrator. These improvements will be contained with a suitable drainage easement.
- C. A stormwater management plan shall be developed and submitted to the Administrator. The stormwater management plan shall be implemented as approved or modified by Administrator and shall be developed in accordance with the following:
1. A stormwater management plan for a land-disturbing activity shall apply the stormwater management technical criteria set forth in this ordinance and Article 4 (9VAC25-875-670 et seq) of Part V of the Regulation to the entire land-disturbing activity. Individual lots in new residential, commercial, or industrial developments, including those developed under subsequent owners, shall not be considered separate land-disturbing activities.
 2. A stormwater management plan shall consider all sources of surface runoff and all sources of subsurface and groundwater flows converted to surface runoff.
- D. A complete stormwater management plan shall include the following elements:
1. Information on the type of and location of stormwater discharges, information on the features to which stormwater is being discharged including surface waters or karst features if present, and predevelopment and post-development drainage areas;
 - a. The drainage system shall be designed:
 - i. to honor natural drainage divides,
 - ii. to account for both offsite and onsite surface waters,
 - iii. To convey such waters to a natural watercourse, i.e., a natural watercourse at the natural elevation, or an existing or proposed stormwater management facility, and
 - iv. To discharge the surface waters into a natural watercourse at the natural elevation, or an existing or proposed stormwater management facility, and
 2. Contact information including the name, address, telephone number, and email address of the owner and the tax reference number and parcel number of the property or properties affected;
 3. A narrative that includes a description of current site conditions and final site conditions or if allowed by the VESMP authority, the information provided and documented during the review process that addresses the current and final site conditions;
 4. A general description of the proposed stormwater management facilities and the mechanism through which the facilities will be operated and maintained after construction is complete;
 5. Information on the proposed stormwater management facilities, including
 - a. detailed narrative on the conversion to a long-term stormwater management facility if the facility was used as a temporary ESC measure;
 - b. the type of facilities;
 - c. location, including geographic coordinates;

- d. acres treated; and
 - e. the surface waters or karst features into which the facility will discharge;
6. Hydrologic and hydraulic computations to accommodate the maximum expected flow of surface waters for a given watershed, or portion thereof, for the duration an intensity of rainfall as specified in the town's Public Facilities Manual (PFM), including runoff characteristics;
 7. Documentation and calculations verifying compliance with the water quality and quantity requirements of these regulations;
 8. A map of the site that depicts the topography of the site and includes:
 - a. All contributing drainage areas;
 - b. Existing streams, ponds, culverts, ditches, wetlands, other water bodies, and floodplains;
 - c. Soil types, geologic formations if karst features are present in the area, forest cover, and other vegetative areas;
 - d. Current land use including existing structures, roads, and locations of known utilities and easements;
 - e. Sufficient information on adjoining parcels to assess the impacts of stormwater from the site on these parcels;
 - f. The limits of clearing and grading, and the proposed drainage patterns on the site;
 - g. Proposed buildings, roads, parking areas, utilities, and stormwater management facilities; and
 - h. Proposed land use with tabulation of the percentage of surface area to be adapted to various uses, including planned locations of utilities, roads, and easements;
 9. If an operator intends to meet the requirements established in 9VAC25-875-580 or 9VAC25-875-600 through the use of off-site compliance options, where applicable, then a letter of availability from the off-site provider must be included; and
 10. If the Administrator requires payment of a fee with the stormwater management plan submission, the fee, and the required fee form in accordance with Section XXX of this ordinance must have been submitted.
- E. All final plan elements, specifications, or calculations of the stormwater management plans whose preparation requires a license under Chapter 4 (§ 54.1-400 et seq.) or 22 (§ 54.1- 2200 et seq.) of Title 54.1 of the Code of Virginia shall be appropriately signed and sealed by a professional who is licensed to engage in practice in the Commonwealth of Virginia. Nothing in this subsection shall authorize any person to engage in practice outside his area of professional competence.

Section XXX Erosion Control Plan (ESM); Contents of Plans

- A. The requirement for development requires approval of a site plan pursuant to section XXX of the zoning ordinance or a construction/infrastructure plan pursuant to section XX of the subdivision ordinance, the erosion control and stormwater management plan shall be submitted as part of the site plan or construction/infrastructure plan application and shall be processed as part of such site plan or construction/infrastructure plan.

- B. An erosion and sediment control plan containing a narrative of the Erosion and Sediment Control measures appropriate for best management practices of the entire unit or units of land under construction as outlined in the Minimum Standards objectives in 9VAC25-840-40. The plan must make use of the practices that preserve the existing natural conditions to the maximum extent possible. The erosion and sediment control plan shall include the following:
1. Project description briefly describing the nature and purpose of the land disturbing activity and the acreage to be disturbed;
 2. Existing site conditions description of existing topography, land use, cover, and drainage patterns at the site;
 3. Adjacent area description of neighboring on-site or offsite areas such as streams, lakes, property, roads, etc. and potential impacts due to concentrated flow or runoff from land disturbing activities;
 4. Off-site disturbed areas description of proposed borrow sites, waste, surplus areas, utility extension and erosion and sediment controls to be implemented;
 5. Soils description briefly summarizing site, disturbed area, and soils including name, unit, hydrologic soils group (HSG) classification, surface runoff potential, erodibility, permeability, depth, texture, structure, erosion hazards, shrink-swell potential, limitations for use and anticipated depths to bedrock and the season water table as applicable;
 6. Critical areas on the site which may have potentially serious erosion and sediment controls problems, and special consideration required (i.e., steep slopes, hydric soils, channels, springs, sinkholes, water supply reservoirs, groundwater recharge, etc);
 7. Proposed erosion and sediment control measures inclusive to the specific erosion and sediment control plan as proposed for the land disturbing activity. Measures should be consistent with those proposed onsite drawings. Address general use, installation, limitations, sequencing and maintenance requirements for each control measure;
 8. Stabilization measures required for the site, either temporary or permanent, and during and following construction including temporary and permanent seeding, and mulching, paving, stone, soil stabilization blankets and matting, sodding, landscaping or special stabilization techniques to be utilized at the site; and
 9. Stormwater management considerations for the site, either of temporary or permanent nature, and strategies sequences and measure required for control. May reference the stormwater management plan for the site, if prepared, for permanent stormwater management facilities and control of drainage once the site is stabilized.
- C. A plan or set of plans drawn at a scale of one inch = fifty feet (1" = 50'), or larger to include:
1. Vicinity map locating the site in relation to the surrounding area. Include any major Landmarks which might assist in physical locating the site;
 2. Indicate north direction in relation to the site;
 3. Limits of clearing and grading for the site including that required for implementation of

- erosion and sediment control, stockpile areas, and utilities;
4. Disturbed area estimates in acres or square feet for the project;
 5. Existing topography or contours for the site at no more than five-foot contour intervals;
 6. Final topography contours or proposed site grading in accordance with the design plan which indicates changes to existing topography and drainage patterns at no more than two foot contour intervals (or one-foot contours where required);
 7. Existing and proposed spot elevations to supplement existing and proposed contours, topography or site grading information. Spot elevations may replace final contours in some instances, especially if terrain is in a low-lying area or relatively flat;
 8. Phasing plan required for projects sites that are to be developed in stages or phases;
 9. Existing vegetation including existing tree lines, grassed or unique vegetation areas;
 10. Existing site features including roads, buildings, homes, utilities, streams, fences, structures, and other important surface features of the site;
 11. Soil map with soil symbols, boundaries and legend in accordance with the current soil survey of Fauquier County;
 12. Environmental inventory that includes wetlands, non-tidal wetlands, hydric soils and slope steeper than twenty-five (25) percent. For wetlands, provide a copy of issued permits or satisfactory evidence that appropriate permits are being pursued for the entire project;
 13. 100-year floodplain limits or any special flood hazard areas or flood zones based on appropriate federal management agency flood insurance rate maps;
 14. Drainage areas for offsite and onsite areas, existing or proposed as applicable. Include drainage divides and directional labels for all subareas at points of interest and size (in areas), weighted runoff coefficient or curve number and times of concentration for each subareas;
 15. Critical erosion areas which require special consideration or unique erosion and sediment control measures.
 16. Development plan for the site showing all improvements such as buildings, structures, parking areas, access roadways, above and below ground utilities, stormwater management and drainage facilities, trails or sidewalks, proposed vegetation, and land scaping, amenities, etc.
 17. Location of practices proposed for erosion and sediment control, tree protection and temporary stormwater management due to land disturbance activities at the site. Use standard abbreviations, labels and symbols consistent for plan views based on minimum standards and specifications in chapter 3 of the VESCH;
 18. Offsite land disturbing areas including borrow sites, waste areas, utility etensions, etc.,

and required erosion and sediment controls. If none are anticipated for the project, then indicate on the plans by general or erosion control notes.

19. Details or alternately, appropriate reference to current minimum standards and specifications of the VESCH for each measure proposed for the project. Non-modified, standard duplicated details (silt fence, diversion dikes, etc.) may be referenced to the current version of the VESCH. Specific dimensional or modified standards (basins, traps, outlet protections, check dams, etc.) require presentation on detail sheets. Schedules or tables may be used for multiple site measures such as sediment traps, basins, channels, slope drains, etc. Any modification to standard details should be clearly defined, explained and illustrated;
 20. Maintenance plan or alternately, appropriate reference to current minimum standards and specifications of the VESCH, outlining the inspection frequency and maintenance requirements for all erosion and sediment control measures proposed for the project;
 21. Trench dewatering methods and erosion and sediment controls, if anticipated for the project;
 22. Construction sequence outlining the anticipated sequence for installation for erosion and sediment controls and site, grading, and utility work to be performed for the project by the site contractor;
 23. Professional seal and signature is required on all plans, drawings, technical reports, and specifications.
- D. The person responsible for carrying out the plan shall provide the name of an individual holding a certificate who will be in charge of and responsible for carrying out the land-disturbing activity to the Administrator.
- E. If individual lots or sections in a residential development are being developed by different property owners, all land-disturbing activities related to the building construction shall be covered by an erosion and sediment control plan or an "Agreement in Lieu of a Plan" signed by the property owner where applicable.
- F. The Administrator may waive or modify any regulations that are deemed inappropriate or too restrictive for site conditions, by granting a variance.
1. At the time of plan submission, an applicant may request a variance to become part of the approved erosion and sediment control plan. The applicant shall explain the reasons for requesting variances in writing. Specific variances which are allowed by the VESCP authority shall be documented in the plan.
 2. During construction, the person responsible for implementing the approved ESC plan shall request a variance in writing from the Administrator. The Administrator shall respond in writing either approving or disapproving such a request.
 3. If variances submitted during construction are not approved within ten (10) days of receipt of the variance request, the request shall be considered disapproved.

**Section XXX Stormwater Pollution Prevention Plan (SWPPP); Contents of Plans
(9VAC25-875-500)**

- A. A stormwater pollution prevention plan shall include, but not be limited to, an approved erosion and sediment control plan, an approved stormwater management plan, a pollution prevention plan for regulated land-disturbing activities, and a description of any additional control measures necessary to address a TMDL pursuant to subsection D of this section.
- B. A soil erosion control and stormwater management (ESM) plan consistent with the requirements of the Virginia Erosion and Stormwater Management Act (VESMA) and regulations must be designed and implemented during construction activities. Prior to land disturbance, this plan must be approved by the Administrator in accordance with the VESMA, this ordinance, and attendant regulations.
- C. A pollution prevention plan that identifies potential sources of pollutants that may reasonably be expected to affect the quality of stormwater discharges from the construction site and describe control measures that will be used to minimize pollutants in stormwater discharges from the construction site must be developed before land disturbance commences.
- D. In addition to the requirements of subsections A through C of this section, if a specific wasteload allocation for a pollutant has been established in an approved TMDL and is assigned to stormwater discharges from a construction activity, additional control measures must be identified and implemented by the operator so that discharges are consistent with the assumptions and requirements of the wasteload allocation.
- E. The stormwater pollution prevention plan must address the following requirements as specified in 40 CFR 450.21, to the extent otherwise required by state law or regulations and any applicable requirements of a state permit:
1. Control stormwater volume and velocity within the site to minimize soil erosion;
 2. Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion;
 3. Minimize the amount of soil exposed during construction activity;
 4. Minimize the disturbance of steep slopes;
 5. Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
 6. Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible;
 7. Minimize soil compaction and, unless infeasible, preserve topsoil;
 8. Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating, or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization must be completed within a period of time determined by the VESMP authority. In arid, semiarid, and drought-stricken areas where

- initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures must be employed as specified by the VESMP authority; and
9. Utilize outlet structures that withdraw water from the surface, unless infeasible, when discharging from basins and impoundments.
- F. A plan for implementing pollution prevention measures during construction activities shall be developed, implemented, and updated as necessary. The pollution prevention plan shall detail the design, installation, implementation, and maintenance of effective pollution prevention measures as specified in 40 CFR 450.21(d) to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented, and maintained to:
1. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
 2. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater; and
 3. Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.
- H. The pollution prevention plan shall include effective best management practices to prohibit the following discharges in accordance with 40 CFR 450.21(e):
1. Wastewater from washout of concrete, unless managed by an appropriate control;
 2. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction materials;
 3. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and
 4. Soaps or solvents used in vehicle and equipment washing.
- I. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls in accordance with 40 CFR 450.21(c).
- J. The SWPPP shall be amended whenever there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants to state waters and that has not been previously addressed in the SWPPP. The SWPPP must be maintained at a central location onsite. If an onsite location is unavailable, notice of the SWPPP's location must be posted near the main entrance at the construction site.
- K. At the discretion of the Administrator, the SWPPP may be waived for projects less than 1 acre and where the proposed new impervious area is less than 10,000 square feet.

Section XXX Pollution Prevention Plan; MS4

- A. Pollution Prevention Plan, required by 9VAC25-870-56, shall be developed, implemented, and updated as necessary and must detail the design, installation, implementation, and maintenance of effective pollution prevention measures to prevent the discharge of pollutants to the Town of Warrenton MS4 according to the requirements of the Town's MS4 Permit. Only the following non-stormwater discharges are authorized by Town's MS4 permit, unless the State Water Control Board or the Town determines the discharge to be a significant source of pollutants to surface waters:
1. Water line flushing; landscape irrigation; diverted stream flows; rising ground waters;
 2. Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)); uncontaminated pumped ground water;
 3. Discharges from potable water sources; foundation drains; air conditioning condensation; irrigation water; springs; water from crawl space pumps; footing drains;
 4. Lawn watering; individual residential car washing;
 5. Flows from riparian habitats and wetlands;
 6. Dechlorinated swimming pool discharges;
 7. Discharges or flows from firefighting;
 8. Other activities generating discharges identified by the Department as not requiring Virginia Pollutant Discharge Elimination System ("VDPES") authorization.

Section XXX Long-Term Maintenance of Permanent Stormwater Facilities

- A. The operator shall submit a construction record drawing for permanent stormwater management facilities to the Administrator in accordance with 9VAC25-875-535. The record drawing shall contain a statement signed by a professional registered in the Commonwealth of Virginia pursuant to Chapter 4 of Title 54.1 of the Code of Virginia, stating that to the best of their knowledge, the construction record drawing shows all adjustments and revisions to the Stormwater Management Plan made during construction and serve as a permanent record of the actual location of all constructed elements.
- B. The Administrator shall require the provision of long-term responsibility for and maintenance of stormwater management facilities and other techniques specified to manage the quality and quantity of runoff. Such requirements shall be set forth in an instrument recorded in the local land records prior to general permit or land disturbance permit issuance or earlier as required by the Administrator and shall at a minimum:
1. Be submitted to the Administrator for review and approval prior to the approval of the stormwater management plan;
 2. Be stated to run with the land;
 3. Provide for all necessary access to the property for purposes of maintenance and regulatory inspections;

4. Provide for inspections and maintenance and the submission of inspection and maintenance reports to the Town of Warrenton; and
 5. Be enforceable by all appropriate governmental parties.
- C. When landscaping is a component of the stormwater management facility, a project specific maintenance schedule for the landscaping shall be provided that is reflective of the plan species that are used. The land scaping maintenance schedule shall contain guidance regarding methods, frequency, and time of year for landscape maintenance and fertilization.

Section XXX Easements

- A. For the purpose of inspection and repair all drainage improvements and/or stormwater management facilities shall be located within easements that shall be maintained by the landowner, an owners or homeowner's association, or other legal entity approved by the Town Council. All access and maintenance easements shall be recorded by the applicant in the land records prior to approval of the state permit or land disturbance permit issuance. These easements shall run with the land in all transfers, assigns, assumptions, or other of title to the property.
- B. Concentrated surface waters shall not be discharged on adjoining property, unless an easement expressly authorizing such discharge has been granted by the owner of the affected land or unless the discharge is into a natural watercourse, or other appropriate discharge point as set for the above.
- C. Drainage structures shall be constructed in such a manner that they may be maintained at a reasonable cost. Drainage structures and treatment facilities designed for treatment of stormwater runoff from multiple building lots shall not be located on or within an individual building lot or lots. It shall be within a commonly owned area and shall be located to be easily accessible for maintenance purposes.
1. All drainage ways, including overland relief pathways, must be separated from buildings. No building, foundations, structures, walls, or other permanent structure may be built on or in a storm drainage system or easement. In addition, easements that shall contain open channels shall not be obstructed by fences or vegetation.
 2. If drainage easement or stormwater management improvements are found to have been constructed outside of the easement; then, the permittee will be responsible for vacating the original easement and recording a new easement, in the property location at the permittee's expense.
 3. Storm drainage easement shall not be located within 10 feet of the rear wall of any individual single-family residential structure.
- D. If offsite downstream construction and easements are necessary to obtain an adequate drainage outfall, no plans shall receive final approval until such storm drainage easements, extending to the nearest natural and well defined, adequate, stabilized watercourse, or adequate man-made drainage channel or pipe, have obtained and recorded among the land records of Fauquier County, Virginia.

Section XXX Performance Bond (4VAC50-60-104.D and Code § 603.8(A))

- A. Prior to issuance of any permit, the applicant shall be required to submit a reasonable performance bond with surety, cash escrow, letter of credit, any combination thereof, or such other legal arrangement acceptable to the Town's Attorney, to ensure that measures could be taken by the Town of Warrenton at the applicant's expense should he fail, after proper notice, within the time specified to initiate or maintain appropriate actions which may be required of him by the permit conditions as a result of his land disturbing activity. If the Town takes such action upon such failure by the applicant, the Town may collect from the applicant for the difference should the amount of the reasonable cost of such action exceed the amount of the security held, if any. Within 60 days of the completion of the requirements of the permit conditions, such bond, cash escrow, letter of credit or other legal arrangement, or the unexpended or unobligated portion thereof, shall be refunded to the applicant or terminated. The release of the bond will not occur until such time as all temporary erosion and sediment control measures have been replaced with permanent conservation measures, and the entity responsible for the long-term maintenance, spelled out in the maintenance agreement, has reviewed, accepted the facility, and until is demonstrated to the stormwater administrator and zoning administrator that the facility functions as specified.

Section XXX Monitoring and Inspections

- A. The Administrator or any duly authorized agent of the Administrator shall inspect the land-disturbing activity during construction for:
1. Compliance with the approved erosion and sediment control plan;
 2. Compliance with the approved stormwater management plan;
 3. Development, updating, and implementation of a pollution prevention plan; and
 4. Development and implementation of any additional control measures necessary to address a TMDL.
- B. The Administrator or any duly authorized agent of the Administrator shall conduct periodic inspections on all projects during construction:
1. Pre-construction meeting is required prior to commencement of construction and/or site work.
 2. An initial site inspection shall be made prior to the start of construction to assure that all required initial E&S measures are installed and functioning per the approved plan to protect waterways and adjacent properties from sediment deposition. Written notice will be provided to the owner, owner's representative, and RLD granting or denying permission to allow construction to commence.
 3. Conduct inspections during or immediately following initial installation of erosion and sediment controls, at least once in every two-week period, within 48 hours following any runoff producing storm event, and at the completion of the project prior to the release of any performance bonds;
- C. The Administrator or any duly authorized agent of the Administrator may, at reasonable times and under reasonable circumstances, enter any establishment or upon any property, public or

private, for the purpose of obtaining information or conducting surveys or investigations necessary in the enforcement of the provisions of this Ordinance.

- D. In accordance with a performance bond with surety, cash escrow, letter of credit, any combination thereof, or such other legal arrangement or instrument, the Administrator may also enter any establishment or upon any property, public or private, for the purpose of initiating or maintaining appropriate actions which are required by the permit conditions associated with a land-disturbing activity when a permittee, after proper notice, has failed to take acceptable action within the time specified.
- E. Pursuant to § 62.1-44.15:40 of the Code of Virginia, the Administrator may require every VSMP authority permit applicant or permittee, or any such person subject to VSMP authority permit requirements under this Ordinance, to furnish when requested such application materials, plans, specifications, and other pertinent information as may be necessary to determine the effect of his discharge on the quality of state waters, or such other information as may be necessary to accomplish the purposes of this Ordinance.
- F. Parties responsible for the operation and maintenance of a stormwater management facility shall make records of the installation and of all inspection.
- G. Post-construction inspections of stormwater management facilities required by the provisions of this Ordinance shall be conducted by the Administrator or any duly authorized agent of the Administrator pursuant to the Town's adopted and State Board approved inspection program, and shall occur, at minimum, at least once every five (5) years.
1. The Administrator may utilize the inspection reports of the owner of a stormwater management facility as part of an inspection program established, if the inspection is conducted by a person who is licensed as a professional engineer, architect, landscape architect, or land surveyor pursuant to Article 1 (§ 54.1-400 et seq.) of Chapter 4 of Title 54.1; a person who works under the direction and oversight of the licensed professional engineer, architect, landscape architect, or land surveyor; or a person who holds an appropriate certificate of competence from the department.
- H. If a recorded instrument is not required pursuant to 9VAC25-875-130, the Administrator shall develop a strategy for addressing maintenance of stormwater management facilities designed to treat stormwater runoff primarily from an individual residential lot on which they are located. Such a strategy may include periodic inspections, homeowner outreach and education, or other method targeted at promoting the long-term maintenance of such facilities. Such facilities shall not be subject to the requirement for an inspection to be conducted by the Administrator or his/her designee.

Section XXX Hearings

- A. Any permit applicant or permittee, or person subject to the requirements of this ordinance, aggrieved by any action of the Town taken without a formal hearing, or by inaction of the Town may demand in writing a formal hearing by the **Town Board of Zoning Appeals** causing such grievance, provided a petition requesting such hearing is filed with the Administrator within 30 days after notice of such action is given by the Administrator.
- B. The hearings held under this Section shall be conducted by the Town at a regular or special

meeting of the Board of Zoning Appeals.

- C. A verbatim record of the proceedings of such hearings shall be taken and filed with the Board of Zoning Appeals. Depositions may be taken and read as in actions at law.
- D. The Board of Zoning Appeals or its designated member shall have power to issue subpoenas and subpoenas duces tecum, and at the request of any party shall issue such subpoenas. The failure of a witness without legal excuse to appear or to testify or to produce documents shall be acted upon by the local governing body, or its designated member, whose action may include the procurement of an order of enforcement from the circuit court. Witnesses who are subpoenaed shall receive the same fees and reimbursement for mileage as in civil actions.

Section XXX Appeals

[NOTE: The locality shall adopt an appeals procedure. This procedure should be appropriate for the erosion and stormwater management ordinance provisions and be consistent with the limitations within § 10.1-603.13 of Chapter 6 of Title 10.1 of the Code of Virginia.]

- A. Any person aggrieved by a final case decision of the Town of Zoning Appeals in the administration, interpretation or enforcement of the Erosion and Stormwater Ordinance or any application hereunder may appeal such decision to the circuit court within 30 days of the Town of Zoning Appeal's final decision.

Section XXX Right of Entry

- A. The Administrator or any duly authorized agent thereof may, at reasonable times and under reasonable circumstances, enter any establishment or upon any property, public or private, for the purpose of obtaining information or conducting surveys or investigations necessary in the enforcement of the provisions of this ordinance.
- B. In accordance with a performance bond with surety, cash escrow, letter of credit, any combination thereof, or such other legal arrangement, the Administrator or his/her designee may also enter any establishment or upon any property, public or private, for the purpose of initiating or maintaining appropriate actions that are required by conditions imposed by Administrator on a land-disturbing activity when an owner, after proper notice, has failed to take acceptable action within the time specified.

Section XXX Enforcement

- A. If the Administrator determines that there is a failure to comply with the permit conditions or determines there is an unauthorized discharge, notice shall be served upon the permittee or person responsible for carrying out the permit conditions by any of the following: verbal warnings and inspection reports, notices of corrective action, consent special orders, and notices to comply. Written notices shall be served by registered or certified mail to the address specified in the permit application or by delivery at the site of the development activities to the agent or employee supervising such activities.
 - 1. The notice shall specify the measures needed to comply with the permit conditions and shall specify the time within which such measures shall be completed. Upon failure to comply

within the time specified, a stop work order may be issued in accordance with Subsection 2 or the permit may be revoked by the Administrator.

2. If a permittee fails to comply with a notice issued in accordance with this Section within the time specified, the administrator may issue a stop work order requiring the owner, permittee, person responsible for carrying out an approved plan, or the person conducting the land-disturbing activities without an approved plan or required permit to cease all land-disturbing activities until the violation of the permit has ceased, or an approved plan and required permits are obtained, and specified corrective measures have been completed.

Such orders shall be issued in accordance with Article 11 of the Town Zoning Ordinance. Such orders shall become effective upon service on the person by certified mail, return receipt requested, sent to his address specified in the land records of the locality, or by personal delivery by an agent of the Administrator. However, if the Administrator finds that any such violation is grossly affecting or presents an imminent and substantial danger of causing harmful erosion of lands or sediment deposition in waters within the watersheds of the Commonwealth or otherwise substantially impacting water quality, it may issue, without advance notice or hearing, an emergency order directing such person to cease immediately all land-disturbing activities on the site and shall provide an opportunity for a hearing, after reasonable notice as to the time and place thereof, to such person, to affirm, modify, amend, or cancel such emergency order. If a person who has been issued an order is not complying with the terms thereof, the Administrator may institute a proceeding for an injunction, mandamus, or other appropriate remedy in accordance with Subsection 5.7.C.

- B. In addition to any other remedy provided by this Ordinance, if the Administrator or his designee determines that there is a failure to comply with the provisions of this Ordinance, they may initiate such informal and/or formal administrative enforcement procedures in a manner that is consistent with the Town Zoning Ordinance and/or the Public Facilities Manual.
- C. Any person violating or failing, neglecting, or refusing to obey any rule, regulation, ordinance, order, approved standard or specification, or any permit condition issued by the Administrator may be compelled in a proceeding instituted in Fauquier County by the Town of Warrenton to obey same and to comply therewith by injunction, mandamus or other appropriate remedy.
- D. Any person violating or failing, neglecting, or refusing to obey any rule, regulation, ordinance, order, approved standard or specification, or any permit condition issued by the Administrator may be compelled in a proceeding instituted in Fauquier County by the Town of Warrenton to obey same and to comply therewith by injunction, mandamus or other appropriate remedy.
 1. Violations for which a penalty may be imposed under this Subsection shall include but not be limited to the following:
 - i. No state permit registration;
 - ii. No SWPPP;
 - iii. Incomplete SWPPP;
 - iv. SWPPP not available for review;
 - v. No approved erosion and sediment control plan;

- vi. Failure to install stormwater BMPs or erosion and sediment controls;
 - vii. Stormwater BMPs or erosion and sediment controls improperly installed or maintained;
 - viii. Operational deficiencies;
 - ix. Failure to conduct required inspections;
 - x. Incomplete, improper, or missed inspections; and
 - xi. Discharges not in compliance with the requirements of 9VAC25-880-70.
2. The Administrator may issue a summons for collection of the civil penalty and the action may be prosecuted in the appropriate court.
 3. In imposing a civil penalty pursuant to this Subsection, the court may consider the degree of harm caused by the violation and the economic benefit to the violator from noncompliance.
 4. Any civil penalties assessed by a court as a result of a summons issued by the Administrator shall be paid into the treasury of the Town to be used for the purpose of minimizing, preventing, managing, or mitigating pollution of the waters of the locality and abating environmental pollution therein in such manner as the court may, by order, direct.
- E. Notwithstanding any other civil or equitable remedy provided by this ordinance or by law, any person who willfully or negligently violates any provision of this ordinance, any order of the Administrator, any condition of a permit, or any order of a court shall, be guilty of a misdemeanor punishable by confinement in jail for not more than 12 months or a fine of not less than \$2,500 nor more than \$32,500, or both.

Section XXX Fees

- A. A reasonable fee to defray the cost of plan review, including site inspections for the duration of the construction process, shall be paid to the Town. These charges shall be in accordance to the Site Plan Review fee schedule as adopted by the Town Council and relative permits such as the Land Disturbance Permit.
- B. Fees to cover costs associated with implementation of a VESMP related to land disturbing activities and issuance of general permit coverage and VESMP authority permits shall be imposed in accordance with Table 1. When a site or sites has been purchased for development within a previously permitted common plan of development or sale, the applicant shall be subject to fees (“total fee to be paid by applicant” column) in accordance with the disturbed acreage of their site or sites according to Table 1.

Table 1: Fees for permit issuance

Fee type	Total fee to be paid by applicant (includes both VESMP authority and department portions where applicable)	Department portion of “total fee to be paid by applicant” (based on 28% of total fee paid*)
General / Stormwater Management – Small Construction Activity/Land Clearing (Single-family detached residential structures within or outside a common plan of development or sale with land-disturbance acreage less than 5 acres). No registration statement required: must adhere to general permit requirements.	\$209	\$0
General / Stormwater Management - Small Construction Activity/Land Clearing (Areas within common plans of development or sale with land disturbance acreage less than 1 acre.)	\$290	\$81
General / Stormwater Management - Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 1 acre and less than 5 Acres)	\$2,700	\$756
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 5 acres and less than 10 acres)	\$3,400	\$952
General / Stormwater Management – Large Construction Activity/Land Clearing [Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 10 acres and less than 50 acres]	\$4,500	\$1,260
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 50 acres and less than 100 acres)	\$6,100	\$1,708
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 100 acres)	\$9,600	\$2,688

* If the project is completely administered by the department such as may be the case for a state or federal project or projects covered by individual permits, the entire applicant fee shall be paid to the department.

- C. Fees for the modification or transfer of registration statements from the general permit issued by the department shall be imposed in accordance with Table 2. If the general permit modifications result in changes to stormwater management plans that require additional review by the Town, such reviews shall be subject to the fees set out in Table 2. The fee assessed shall be based on the total disturbed acreage of the site. In addition to the general permit modification fee, modifications resulting in an increase in total disturbed acreage shall pay the difference in the initial permit fee paid and the permit fee that would have applied for the total disturbed acreage in Table 1.

Table 2: Fees for the modification or transfer of registration statements for the General Permit for Discharges of Stormwater from Construction Activities

Type of Permit	Fee Amount
General / Stormwater Management – Small Construction Activity/Land Clearing (Areas within common plans of development or sale with land disturbance acreage less than 1 acre)	\$20
General / Stormwater Management – Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 1 and less than 5 acres)	\$200
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 5 acres and less than 10 acres)	\$250
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 10 acres and less than 50 acres)	\$300
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 50 acres and less than 100 acres)	\$450
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 100 acres)	\$700

- D. The following annual permit maintenance shall be imposed in accordance with Table 3, including fees imposed on expired permits that have been administratively continued. With respect to the general permit, these fees shall apply until the permit coverage is terminated.

Table 3: Permit Maintenance Fees

Type of Permit	Fee Amount
Chesapeake Bay Preservation Act Land-Disturbing Activity (not subject to General Permit coverage; sites within designated areas of Chesapeake Bay Act localities with land-disturbance acreage equal to or greater than 2,500 square feet and less than 1 acre)	\$50
General / Stormwater Management – Small Construction Activity/Land Clearing (Areas within common plans of development or sale with land disturbance acreage less than 1 acre)	\$50
General / Stormwater Management – Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance equal to or greater than 1 acre and less than 5 acres)	\$400
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 5 acres and less than 10 acres)	\$500
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 10 acres and less than 50 acres)	\$650
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 50 acres and less than 100 acres)	\$900
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater 100 acres)	\$1,400

General permit coverage maintenance fees shall be paid annually to the Town of Warrenton, by the anniversary date of general permit coverage. No permit will be reissued or automatically continued without payment of the required fee. General permit coverage maintenance fees shall be applied until a Notice of Termination is effective.

- E. The fees set forth in Subsections A through C of this section, shall apply to:
 - 1. All persons seeking coverage under the general permit.
 - 2. All permittees who request modifications to or transfers of their existing registration statement for coverage under a general permit.
 - 3. Persons whose coverage under the general permit has been revoked shall apply to the department for an Individual Permit for Discharges of Stormwater From Construction Activities.

- F. Permit and permit coverage maintenance fees outlined under Section 5.8 may apply to each general permit holder.

- G. No general permit application fees will be assessed to:
1. Permittees who request minor modifications to general permits as defined in Section 1.2 of this ordinance. Permit modifications at the request of the permittee resulting in changes to stormwater management plans that require additional review by the Program Administrator shall not be exempt pursuant to this Section.
 2. Permittees whose general permits are modified or amended at the initiative of the department, excluding errors in the registration statement identified by the Program Administrator or errors related to the acreage of the site.
- H. All incomplete payments will be deemed as nonpayments, and the applicant shall be notified of any incomplete payments. Interest may be charged for late payments at the underpayment rate set forth in §58.1-15 of the Code of Virginia and is calculated on a monthly basis at the applicable periodic rate. A 10% late payment fee shall be charged to any delinquent (over 90 days past due) account. The Town shall be entitled to all remedies available under the Code of Virginia in collecting any past due amount.

Section XXX Definitions

The following words and terms, when used in this ordinance, shall have the following meanings, unless the context clearly indicates otherwise.

“10 year storm” means a storm that is capable of producing rainfall expected to be equaled or exceeded on the average of once in 10 years. It may also be expressed as an exceedance probability with a 10% chance of being equaled or exceeded in any given year.

"Adequate channel" means a channel that will convey the designated frequency storm event without overtopping the channel bank nor causing erosive damage to the channel bed or banks.

“Administrator” The Stormwater Administrator for the Town of Warrenton under the E&S and Stormwater Management Program.

"Agreement in lieu of a plan" means a contract between the Town of Warrenton and the owner or permittee that specifies methods that shall be implemented to comply with the requirements of the VESMA and this ordinance for the construction of a (i) single-family detached residential structure or (ii) farm building or structure on a parcel of land with a total impervious cover percentage, including the impervious cover from the farm building or structure to be constructed, of less than five percent; such contract may be executed by the Town of Warrenton in lieu of a soil erosion control and stormwater management plan.

"Applicant" means person submitting a soil erosion control and (or) stormwater management plan to a VESMP authority for approval in order to obtain authorization to commence a land-disturbing activity.

"Best management practice" or "BMP" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices, including both structural and nonstructural practices, to prevent or reduce the pollution of surface waters and groundwater systems.

1. "Nonproprietary best management practice" means both structural and nonstructural practices to prevent or reduce the pollution of surface waters and groundwater systems that are in the public domain and are not protected by trademark or patent or copyright.
2. "Proprietary best management practice" means both structural and nonstructural practices to prevent or reduce the pollution of surface waters and groundwater systems that are privately owned and controlled and may be protected by trademark or patent or copyright.

"Board" means the State Water Control Board.

"Causeway" means a temporary structural span constructed across a flowing watercourse or wetland to allow construction traffic to access the area without causing erosion damage.

"Channel" means a natural stream or manmade waterway.

"Chesapeake Bay Preservation Act" means Article 2.5 (§ 62.1-44.15:67 et seq.) of Chapter 3.1 of Title 62.1 of the Code of Virginia.

"Chesapeake Bay Preservation Area" means any land designated by a local government pursuant to Part III (9VAC25-830-70 et seq.) of the Chesapeake Bay Preservation Area Designation and Management Regulations and § 62.1-44.15:74 of the Code of Virginia. A Chesapeake Bay Preservation Area shall consist of a Resource Protection Area and a Resource Management Area as defined in the Chesapeake Bay Preservation Area Designation and Management Regulations (9VAC25-830).

"Clean Water Act" or "CWA" means the federal Clean Water Act (33 USC § 1251 et seq.), formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, as amended by Public Law 95-217, Public Law 95-576, Public Law 96-483, and Public Law 97-117, or any subsequent revisions thereto.

"Clear-cutting or Clearing" means the indiscriminate removal of trees, shrubs, or undergrowth with the intention of preparing real property for nonagricultural development purposes, or any activity that removes the vegetative ground cover, including but not limited to the removal of vegetation, root mat removal, and/or topsoil removal. This definition does not include the selective removal of non-native tree and shrub species when the soil is left relatively undisturbed; removal of dead trees and shrubs; or normal mowing operations.

"Cofferdam" means a watertight temporary structure in a river, lake, etc., for keeping the water from an enclosed area that has been pumped dry so that bridge foundations, dams, etc., may be constructed.

"Common plan of development or sale" means a contiguous area where separate and distinct construction activities may be taking place at different times on different schedules.

"Comprehensive stormwater management plan" means a plan, which may be integrated with other land use plans or regulations that specifies how the water quality components, quantity components, or both of stormwater are to be managed on the basis of an entire watershed or a portion thereof. The plan may also provide for the remediation of erosion, flooding, and water quality and quantity problems caused by prior development.

"Conservation Easement" means an easement granting a right or interest in real property that is appropriate to retaining land or water areas and their structures in their built, natural, scenic, open, or wooded conditions, for the purpose of maintaining existing land uses; for stormwater management or protection of wetlands, floodplain, soils, slopes, or critical areas; protection and enhancement of scenic views or visual corridors for the preservation of historic, architectural, cultural resources, or for the other local, environmental, cultural, historic reasons that further the objectives of the Comprehensive plan, the Zoning Ordinance, or the Town Code.

"Construction activity" means any clearing, grading, or excavation associated with large construction activity or associated with small construction activity.

"Control measure" means any BMP, stormwater facility, or other method used to minimize the discharge of pollutants to state waters.

"CWA and regulations" means the Clean Water Act and applicable regulations published in the Code of Federal Regulations promulgated thereunder. For the purposes of this ordinance, it includes state program requirements.

"Dam" means a barrier to confine or raise water for storage or diversion, to create a hydraulic head, to prevent gully erosion, or to retain soil, rock or other debris.

"Denuded" means a term applied to land that has been physically disturbed and no longer supports vegetative cover.

"Department" means the Virginia Department of Environmental Quality.

"Development" means land disturbance and the resulting landform associated with the construction of residential, commercial, industrial, institutional, recreation, transportation, or utility facilities or structures or the clearing of land for nonagricultural or nonsilvicultural purposes. The regulation of discharges from development, for purposes of stormwater management, does not include the exclusions found in 9VAC25-875-860.

"Dike" means an earthen embankment constructed to confine or control water, especially one built along the banks of a river to prevent overflow of lowlands; levee.

"Discharge" when used without qualification, means the discharge of a pollutant.

"Discharge of a pollutant" means:

1. Any addition of any pollutant or combination of pollutants to state waters from any point source; or
2. Any addition of any pollutant or combination of pollutants to the waters of the contiguous zone or the ocean from any point source other than a vessel or other floating craft which is being used as a means of transportation.

This definition includes additions of pollutants into surface waters from: surface runoff that is collected or channeled by man; discharges through pipes, sewers, or other conveyances owned by a state, municipality, or other person that do not lead to a treatment works; and discharges through pipes, sewers, or other conveyances, leading into privately owned treatment works. This term does not include an addition of pollutants by any indirect discharger.

"District" or "soil and water conservation district" means a political subdivision of the Commonwealth organized in accordance with the provisions of Article 3 (§ 10.1-506 et seq.) of Chapter 5 of Title 10.1 of the Code of Virginia.

"Diversion" means a channel with a supporting ridge on the lower side constructed across or at the bottom of a slope for the purpose of intercepting surface runoff.

"Dormant" means denuded land that is not actively being brought to a desired grade or condition.

"Drainage area" means a land area, water area, or both from which runoff flows to a common point.

"Drainage easement" means a legal right granted by a landowner to a grantee allowing the use of private land for drainage and stormwater management purposes.

"Energy dissipator" means a nonerodible structure which reduces the velocity of concentrated flow to reduce its erosive effects.

"Environmental Protection Agency" or "EPA" means the United States Environmental Protection Agency.

"Erosion and sediment control plan" means a document containing material for the conservation of soil and water resources of a unit or group of units of land. It may include appropriate maps, an appropriate soil and water plan inventory and management information with needed interpretations, and a record of decisions contributing to conservation treatment. The plan shall contain all major conservation decisions to ensure that the entire unit or units of land will be so treated to achieve the conservation objectives.

"Erosion impact area" means an area of land that is not associated with a current land-disturbing activity but is subject to persistent soil erosion resulting in the delivery of sediment onto neighboring properties or into state waters. This definition shall not apply to any lot or parcel of land of 10,000 square feet or less used for residential purposes or to shorelines where the erosion results from wave action or other coastal processes.

"ESC" means erosion and sediment control.

"ESM plan" means a soil erosion control and stormwater management plan, commonly referred to as the erosion control and stormwater management plan.

"Excavating" means any digging, scooping, or other method of removing earth materials.

"Farm building or structure" means the same as that term is defined in § 36-97 of the Code of Virginia and also includes any building or structure used for agritourism activity, as defined in § 3.2-6400 of the Code of Virginia, and any related impervious services including roads, driveways, and parking areas.

"Filling" means any depositing or stockpiling of earth materials.

"Flood fringe" means the portion of the floodplain outside the floodway that is usually covered with water from the 100-year flood or storm event. This includes the flood or floodway fringe designated by the Federal Emergency Management Agency.

"Flooding" means a volume of water that is too great to be confined within the banks or walls of the stream, water body, or conveyance system and that overflows onto adjacent lands, thereby causing or threatening damage.

"Floodplain" means the area adjacent to a channel, river, stream, or other water body that is susceptible to being inundated by water normally associated with the 100-year flood or storm event. This includes the floodplain designated by the Federal Emergency Management Agency.

"Flood-prone area" means the component of a natural or restored stormwater conveyance system that is outside the main channel. Flood-prone areas may include the floodplain, the floodway, the flood fringe, wetlands, riparian buffers, or other areas adjacent to the main channel.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas, usually associated with flowing water, that must be reserved in order to discharge the 100-year flood or storm event without cumulatively increasing the water surface elevation more than one foot. This includes the floodway designated by the Federal Emergency Management Agency.

"Flume" means a constructed device lined with erosion-resistant materials intended to convey water on steep grades.

"General permit" means a permit authorizing a category of discharges under the CWA and the VESMA within a geographical area.

"Grading" means any excavating or filling of earth materials or any combination thereof, including the land in its excavated or filled condition.

"Hydrologic Unit Code" or "HUC" means a watershed unit established in the most recent version of Virginia's 6th Order National Watershed Boundary Dataset unless specifically identified as another order.

"Impervious cover" means a surface composed of material that significantly impedes or prevents natural infiltration of water into soil.

"Incorporated place" means a city, town, township, or village that is incorporated under the Code of Virginia.

"Inspection" means an on-site review of the project's compliance with any applicable design criteria, or an on-site review to obtain information or conduct surveys or investigations necessary in the implementation or enforcement of the VESMA and applicable regulations.

"Karst area" means any land area predominantly underlain at the surface or shallow subsurface by limestone, dolomite, or other soluble bedrock regardless of any obvious surface karst features.

"Karst features" means sinkholes, sinking and losing streams, caves, large flow springs, and other such landscape features found in karst areas.

"Land disturbance" or "land-disturbing activity" means a manmade change to the land surface that may result in soil erosion or has the potential to change its runoff characteristics, including construction activity such as the clearing, grading, excavating, or filling of land.

"Land-disturbance approval" means an approval allowing a land-disturbing activity to commence issued by the VESMP authority after the requirements of § 62.1-44.15:34 of the Code of Virginia have been met.

"Large construction activity" means construction activity including clearing, grading, and excavation, except operations that result in the disturbance of less than five acres of total land area. Large construction activity also includes the disturbance of less than five acres of total land area that is a part of a larger common plan of development or sale if the larger common plan will ultimately disturb five acres or more. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

"Linear development project" means a land-disturbing activity that is linear in nature such as, but not limited to, (i) the construction of electric and telephone utility lines, and natural gas pipelines; (ii) construction of tracks, rights-of-way, bridges, communication facilities and other related structures of a railroad company; (iii) highway construction projects; (iv) construction of stormwater channels and stream restoration activities; and (v) water and sewer lines. Private subdivision roads or streets shall not be considered linear development projects.

"Live watercourse" means a definite channel with bed and banks within which concentrated water flows continuously.

"Locality" means Town of Warrenton.

"Localized flooding" means smaller scale flooding that may occur outside of a stormwater conveyance system. This may include high water, ponding, or standing water from stormwater runoff, which is likely to cause property damage or unsafe conditions.

"Main channel" means the portion of the stormwater conveyance system that contains the base flow and small frequent storm events.

"Manmade" means constructed by man.

"Minimize" means to reduce or eliminate the discharge of pollutants to the extent achievable using stormwater controls that are technologically available and economically practicable.

"Minor modification" means modifications and amendments not requiring extensive review and evaluation including changes in EPA promulgated test protocols, increasing monitoring frequency requirements, changes in sampling locations, and changes to compliance dates within the overall compliance schedules. A minor permit modification or amendment does not substantially alter permit conditions, substantially increase or decrease the amount of surface water impacts, increase the size of the operation, or reduce the capacity of the facility to protect human health or the environment.

"MS4" means a municipal separate storm sewer system as defined in 9VAC25-870.

"MS4 service area" means: (i) for Phase I MS4 permittees, the service area delineated in accordance with the permit issued pursuant to 9VAC25-870-380 A3; and (ii) for Phase II MS4 permittees, the term as described in 9VAC25-890.

"Municipal separate storm sewer" or "MS4" means a conveyance or system of conveyances otherwise known as a municipal separate storm sewer system, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains: (1) Owned or operated by a federal, state, city, town, county, district, association, or other public body, created by or pursuant to state law, having jurisdiction or delegated authority for erosion and sediment control and stormwater management, or a designated and approved management agency under § 208 of the CWA that discharges to surface waters; (2) Designed or used for collecting or conveying stormwater; (3) That is not a combined sewer; and (4) That is not part of a publicly owned treatment works.

"Municipal Separate Storm Sewer System Management Program" or "MS4 Program" means a management program covering the duration of a permit for a municipal separate storm sewer system that includes a comprehensive planning process that involves public participation and intergovernmental coordination, to reduce the discharge of pollutants to the maximum extent practicable, to protect water quality, and to satisfy the appropriate water quality requirements of the CWA and regulations and the Act and attendant regulations, using management practices, control techniques, and system, design and engineering methods, and such other provisions that are appropriate.

"Natural channel design concepts" means the utilization of engineering analysis and fluvial geomorphic processes to create, rehabilitate, restore, or stabilize an open conveyance system for the purpose of creating or recreating a stream that conveys its bankfull storm event within its banks and allows larger flows to access its bankfull bench and its floodplain.

"Natural stream" means a tidal or nontidal watercourse that is part of the natural topography. It usually maintains a continuous or seasonal flow during the year and is characterized as being irregular in cross-section with a meandering course. Constructed channels such as drainage ditches or swales shall not be considered natural streams; however, channels designed utilizing natural channel design concepts may be considered natural streams.

"Nonerodible" means a material, e.g., riprap, concrete, plastic, etc., that will not experience surface wear due to natural forces.

"Nonpoint source pollution" means pollution such as sediment, nitrogen, phosphorous, hydrocarbons, heavy metals, and toxics whose sources cannot be pinpointed but rather are washed from the land surface in a diffuse manner by stormwater.

"Operator" means the owner or operator of any facility or activity subject to the VESMA and this ordinance. In the context of stormwater associated with a large or small construction activity, operator means any person associated with a construction project that meets either of the following two criteria: (i) the person has direct operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications or (ii) the person has day-to-day operational control of those activities at a project that are necessary to ensure compliance with a stormwater pollution prevention plan for the site or other permit or VESMP authority permit conditions (i.e., they are authorized to direct workers at a site to carry out activities required by the stormwater pollution prevention plan or comply with other permit conditions).

"Owner" means the same as that term is defined in § 62.1-44.3 of the Code of Virginia. For a regulated land-disturbing activity that does not require a permit, "owner" also means the owner or owners of the freehold of the premises or lesser estate therein, mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, or other person, firm, or corporation in control of a property.

"Peak flow rate" means the maximum instantaneous flow from a prescribed design storm at a particular location.

"Percent impervious" means the impervious area within the site divided by the area of the site multiplied by 100.

"Permit" means a VPDES permit issued by the department pursuant to § 62.1-44.15 of the Code of Virginia for stormwater discharges from a land-disturbing activity.

"Permittee" means the person to whom the permit is issued.

"Person" means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, county, city, town, or other political subdivision of the Commonwealth, governmental body, including a federal or state entity as applicable, any interstate body, or any other legal entity.

"Point of discharge" means a location at which concentrated stormwater runoff is released.

"Point source" means any discernible, confined, and discrete conveyance including any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel, or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

"Pollutant discharge" means the average amount of a particular pollutant measured in pounds per year or other standard reportable unit as appropriate, delivered by stormwater runoff.

"Pollution" means such alteration of the physical, chemical, or biological properties of any state waters as will or is likely to create a nuisance or render such waters (a) harmful or detrimental or injurious to the public health, safety, or welfare, or to the health of animals, fish or aquatic life; (b) unsuitable with reasonable treatment for use as present or possible future sources of public water supply; or (c) unsuitable

for recreational, commercial, industrial, agricultural, or other reasonable uses, provided that (i) an alteration of the physical, chemical, or biological property of state waters, or a discharge or deposit of sewage, industrial wastes or other wastes to state waters by any owner which by itself is not sufficient to cause pollution, but which, in combination with such alteration of or discharge or deposit to state waters by other owners, is sufficient to cause pollution; (ii) the discharge of untreated sewage by any owner into state waters; and (iii) contributing to the contravention of standards of water quality duly established by the State Water Control Board, are "pollution" for the terms and purposes of this ordinance.

"Post-development" refers to conditions that reasonably may be expected or anticipated to exist after completion of the land development activity on a specific site or tract of land.

"Predevelopment" refers to the conditions that exist at the time that plans for the land-disturbing activity are submitted to the VESMP authority. Where phased development or plan approval occurs (preliminary grading, demolition of existing structures, roads and utilities, etc.), the existing conditions at the time prior to the commencement of land-disturbing activity shall establish predevelopment conditions.

"Prior developed lands" means land that has been previously utilized for residential, commercial, industrial, institutional, recreation, transportation, or utility facilities or structures, and that will have the impervious areas associated with those uses altered during a land-disturbing activity.

"Qualified personnel" means a person knowledgeable in the principles and practices of erosion and sediment and stormwater management controls who possesses the skills to assess conditions at the construction site for the operator that could impact stormwater quality and quantity and to assess the effectiveness of any sediment and erosion control measures or stormwater management facilities selected to control the quality and quantity of stormwater discharges from the construction activity.

"Regulations" means the Virginia Erosion and Stormwater Program (VESMP) Permit Regulations, 9VAC25-870-10 et. seq., as amended.

"Responsible land disturber" or "RLD" means an individual holding a certificate issued by the department who is responsible for carrying out the land-disturbing activity in accordance with the approved erosion and sediment control plan or ESM plan. The RLD may be the owner, applicant, permittee, designer, superintendent, project manager, contractor, or any other project or development team member. The RLD must be designated on the erosion and sediment control plan, ESM plan, or permit as defined in this ordinance as a prerequisite for engaging in land disturbance.

"Redevelopment" means the process of developing land that is or has been previously developed by the construction of residential, commercial, industrial, institutional, recreational, transportation or utility facilities or structures.

"Runoff" or "stormwater runoff" means that portion of precipitation that is discharged across the land surface or through conveyances to one or more waterways.

"Runoff characteristics" includes maximum velocity, peak flow rate, volume, and flow duration.

"Runoff volume" means the volume of water that runs off the land development project from a prescribed storm event.

"Sediment basin" means a temporary impoundment built to retain sediment and debris with a controlled stormwater release structure.

"Sediment trap" means a temporary impoundment built to retain sediment and debris which is formed by constructing an earthen embankment with a stone outlet.

"Sheet flow" (also called overland flow) means shallow, unconcentrated and irregular flow down a slope. The length of strip for overland flow usually does not exceed 200 feet under natural conditions.

"Shoreline erosion control project" means an erosion control project approved by local wetlands boards, the Virginia Marine Resources Commission, the department, or the United States Army Corps of Engineers and located on tidal waters and within nonvegetated or vegetated wetlands as defined in Title 28.2 of the Code of Virginia.

"Site" means the land or water area where any facility or land-disturbing activity is physically located or conducted, including adjacent land used or preserved in connection with the facility or land-disturbing activity. Areas channelward of mean low water in tidal Virginia shall not be considered part of a site.

"Site hydrology" means the movement of water on, across, through, and off the site as determined by parameters including soil types, soil permeability, vegetative cover, seasonal water tables, slopes, land cover, and impervious cover.

"Slope drain" means tubing or conduit made of nonerosive material extending from the top to the bottom of a cut or fill slope with an energy dissipator at the outlet end.

"Small construction activity" means:

1. Construction activities including clearing, grading, and excavating that results in land disturbance of equal to or greater than one acre and less than five acres. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one and less than five acres. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility. The department may waive the otherwise applicable requirements in a general permit for a stormwater discharge from construction activities that disturb less than five acres where stormwater controls are not needed based on an approved "total maximum daily load" (TMDL) that addresses the pollutants of concern or, for nonimpaired waters that do not require TMDLs, an equivalent analysis that determines allocations for small construction sites for the pollutants of concern or that determines that such allocations are not needed to protect water quality based on consideration of existing in-stream concentrations, expected growth in pollutant contributions from all sources, and a margin of safety. For the purpose of this subdivision, the pollutants of concern include sediment or a parameter that addresses sediment (such as total suspended solids, turbidity, or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the construction activity. The operator shall certify to the department that the construction activity will take place, and stormwater discharges will occur, within the drainage area addressed by the TMDL or provide an equivalent analysis. As of the start date in Table 1 of 9VAC25-31-1020, all certifications submitted in support of the waiver shall be submitted electronically by the owner or operator to the department in compliance with this subdivision and 40 CFR Part 3 (including, in all cases, 40 CFR Part 3 Subpart D), 9VAC25-875-940, and Part XI (9VAC25-31-950 et seq.) of the Virginia Pollutant Discharge Elimination System (VPDES) Permit Regulation. Part XI of 9VAC25-31 is not intended to undo existing requirements for electronic reporting. Prior to this date, and independent of Part XI of 9VAC25-31, permittees may be required to report electronically if specified by a particular permit.

2. Any other construction activity designated by either the department or the EPA regional administrator, based on the potential for contribution to a violation of a water quality standard or for significant contribution of pollutants to surface waters.

"Soil erosion" means the movement of soil by wind or water into state waters or onto lands in the Commonwealth.

"Soil erosion control and stormwater management plan," commonly referred to as the erosion control and stormwater management plan, or "ESM plan" means a document describing methods for controlling soil erosion and managing stormwater in accordance with the requirements adopted pursuant to the VESMA. The ESM plan may consist of aspects of the erosion and sediment control plan and the stormwater management plan as each is described in this ordinance.

"Stabilized" means land that has been treated to withstand normal exposure to natural forces without incurring erosion damage.

"State" means the Commonwealth of Virginia.

"State application" or "application" means the standard form or forms, including any additions, revisions, or modifications to the forms, approved by the administrator and the department for applying for a permit.

"State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 et seq.) of Title 62.1 of the Code of Virginia.

"State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands.

"Storm sewer inlet" means a structure through which stormwater is introduced into an underground conveyance system.

"Stormwater," for the purposes of the VESMA, means precipitation that is discharged across the land surface or through conveyances to one or more waterways and that may include stormwater runoff, snow melt runoff, and surface runoff and drainage.

"Stormwater conveyance system" means a combination of drainage components that are used to convey stormwater discharge, either within or downstream of the land-disturbing activity. This includes:

1. "Manmade stormwater conveyance system" means a pipe, ditch, vegetated swale, or other stormwater conveyance system constructed by man except for restored stormwater conveyance systems;
2. "Natural stormwater conveyance system" means the main channel of a natural stream and the flood-prone area adjacent to the main channel; or
3. "Restored stormwater conveyance system" means a stormwater conveyance system that has been designed and constructed using natural channel design concepts. Restored stormwater conveyance systems include the main channel and the flood-prone area adjacent to the main channel.

"Stormwater detention" means the process of temporarily impounding runoff and discharging it through a hydraulic outlet structure to a downstream conveyance system.

"Stormwater management facility" means a control measure that controls stormwater runoff and changes the characteristics of that runoff including the quantity and quality, the period of release or the velocity of flow.

"Stormwater management plan" means a document containing material describing methods for complying with the requirements of the VESMP.

"Stormwater Pollution Prevention Plan" or "SWPPP" means a document that is prepared in accordance with good engineering practices and that identifies potential sources of pollutants that may reasonably be expected to affect the quality of stormwater discharges. A SWPPP required under the VESMP for construction activities shall identify and require the implementation of control measures and shall include or incorporate by reference an approved erosion and sediment control plan, an approved stormwater management plan, and a pollution prevention plan.

"Subdivision" means the same as defined in § 15.2-2201 of the Code of Virginia.

"Surface waters" means:

1. All waters that are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters that are subject to the ebb and flow of the tide;
2. All interstate waters, including interstate wetlands;
3. All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:
 - a. That are or could be used by interstate or foreign travelers for recreational or other purposes;
 - b. From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
 - c. That are used or could be used for industrial purposes by industries in interstate commerce;
4. All impoundments of waters otherwise defined as surface waters under this definition;
5. Tributaries of waters identified in subdivisions 1 through 4 of this definition;
6. The territorial sea; and
7. Wetlands adjacent to waters (other than waters that are themselves wetlands) identified in subdivisions 1 through 6 of this definition.

Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of the CWA and the law, are not surface waters. Surface waters do not include prior converted cropland. Notwithstanding the determination of an area's status as prior converted cropland by any other agency, for the purposes of the CWA, the final authority regarding the CWA jurisdiction remains with the EPA.

"SWM" means stormwater management.

"Temporary vehicular stream crossing" means a temporary nonerodible structural span installed across a flowing watercourse for use by construction traffic. Structures may include bridges, round pipes or pipe arches constructed on or through nonerodible material.

"Ten-year storm" means a storm that is capable of producing rainfall expected to be equaled or exceeded on the average of once in 10 years. It may also be expressed as an exceedance probability with a 10% chance of being equaled or exceeded in any given year.

"Total maximum daily load" or "TMDL" means the sum of the individual wasteload allocations for point sources, load allocations (LAs) for nonpoint sources, natural background loading, and a margin of safety. TMDLs can be expressed in terms of either mass per time, toxicity, or other appropriate measure. The TMDL process provides for point versus nonpoint source trade-offs.

"Town" means an incorporated town.

"Transporting" means any moving of earth materials from one place to another, other than such movement incidental to grading, when such movement results in destroying vegetative ground cover, either by tracking or the buildup of earth materials to the extent that erosion and sedimentation will result from the soil or earth materials over when such transporting occurs.

"Two-year storm" means a storm that is capable of producing rainfall expected to be equaled or exceeded on the average of once in two years. It may also be expressed as an exceedance probability with a 50% chance of being equaled or exceeded in any given year.

"Virginia Erosion and Stormwater Management Act" or "VESMA" means Article 2.3 (§ 62.1-44.15:24 et seq.) of Chapter 3.1, State Water Control Law, of Title 62.1 of the Code of Virginia.

"Virginia Erosion and Stormwater Management Program" or "VESMP" means a program established by the VESMP authority for the effective control of soil erosion and sediment deposition and the management of the quality and quantity of runoff resulting from land-disturbing activities to prevent the unreasonable degradation of properties, stream channels, waters, and other natural resources. The program shall include such items as local ordinances, rules, requirements for permits and land-disturbance approvals, policies and guidelines, technical materials, and requirements for plan review, inspection, and enforcement consistent with the requirements of the VESMA.

"Virginia Erosion and Stormwater Management Program authority" or "VESMP authority" means Town of Warrenton approved by the department to operate the VESMP.

"Virginia Pollutant Discharge Elimination System (VPDES) permit" or "VPDES permit" means a document issued by the department pursuant to the State Water Control Law authorizing, under prescribed conditions, the potential or actual discharge of pollutants from a point source to surface waters.

"Virginia Stormwater BMP Clearinghouse" means a collection that contains detailed design standards and specifications for control measures that may be used in Virginia to comply with the requirements of the VESMA and associated regulations.

"Virginia Stormwater Management Handbook" means a collection of pertinent information that provides general guidance for compliance with the VESMA and associated regulations and is developed by the department with advice from a stakeholder advisory committee.

"Wasteload allocation" or "wasteload" means the portion of a receiving surface water's loading or assimilative capacity allocated to one of its existing or future point sources of pollution. Wasteload allocations are a type of water quality-based effluent limitation.

"Water quality technical criteria" means standards set forth in regulations adopted pursuant to the VESMA that establish minimum design criteria for measures to control nonpoint source pollution.

"Water quantity technical criteria" means standards set forth in regulations adopted pursuant to the VESMA that establish minimum design criteria for measures to control localized flooding and stream channel erosion.

"Watershed" means a defined land area drained by a river or stream, karst system, or system of connecting rivers or streams such that all surface water within the area flows through a single outlet. In karst areas, the karst feature to which water drains may be considered the single outlet for the watershed.

"Wetlands" means those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.



Office of the Town Manager
Frank Cassidy

Warrenton Town Council

Carter Nevill, Mayor
Heather Sutphin, Ward 1
William Semple, Ward 2
Brett Hamby, Ward 3
James Hartman, Ward 4 Vice Mayor
Eric Gagnon, Ward 5
Paul Mooney, At Large
David McGuire, At Large

Item E.

STAFF REPORT

Council Meeting Date:	March 12 th , 2024.
Agenda Title:	Town / County Liaison Update
Requested Action:	Receive the Update from Staff and Councilmembers.
Department / Agency Lead:	Town Council
Staff Lead:	Carter Nevill, Mayor

EXECUTIVE SUMMARY

Staff and Councilmembers will be providing an update from the Town / County Liaison meeting held on February 24th, 2024.

BACKGROUND

Purpose

The purpose of the Town/County Liaison Committee is to provide a forum for representatives of local Towns and Fauquier County to discuss matters of mutual interest and concern, including but not limited to governmental services, transportation, and land use planning.

Term

Members are appointed annually.

Meetings

Committee meetings are generally held bimonthly. For details on the next meeting call (540) 422-8001 or subscribe to the Town/County Liaison Committee e-Notification service.

STAFF RECOMMENDATION

Receive the Update from Staff and Councilmembers.

Service Level/Collaborative Impact

The Town / County Liaison meeting enables collaboration with the surrounding jurisdictions including Fauquier County, Town of the Plains, Town of Remmington.

Policy Direction/Warrenton Plan 2040

A healthy collaboration with our County and the adjacent Towns is vital to enacting all aspects of Warrenton Plan 2040.

Fiscal Impact

No additional Fiscal impact is expected at this time.

Legal Impact

No additional Legal Impact is expected at this time.

ATTACHMENTS

1. TCLC Agenda 021424.

TOWNS / COUNTY LIAISON COMMITTEE MEETING

Wednesday, February 14, 2024

8:30 A.M.

Town Hall

21 Main Street

3rd Floor, Willow Room

Warrenton, Virginia

AGENDA

1. **Call to Order**
2. **Adoption of Agenda**
3. **Approval of the Minutes for August 9, 2023**
4. **Affordable Housing Update** **Town of Warrenton**
5. **VDOT Status Updates:** **Town of Warrenton**
 -Broadview Avenue, Main Street,
 Lee-Walker Roundabout
6. **Courthouse Intersection Update** **Town of Warrenton**
7. **Storm Drainage Study (US Army Corp of Engineers)** **Town of Remington**
8. **County Buildings Update** **County**
9. **Consideration of Joint Planning Exercises -
Towns and County Borders** **County**
10. **Wellness Center at Calhoun Street Update** **County**
 -Ribbon Cutting - April 3, 2024 at 2 pm
11. **Roundtable**
12. **Next Meeting - May 2024?**
13. **Adjourn**



Office of the Town Manager
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James Hartman, Ward 4 Vice Mayor
Eric Gagnon, Ward 5
Paul Mooney, At Large
David McGuire, At Large

Item G.

STAFF REPORT

Council Meeting Date:	March 12 th , 2024
Agenda Title:	Arrington Update
Requested Action:	Receive an update on the Arrington Project from the Town Attorney.
Department / Agency Lead:	Town Attorney
Staff Lead:	Martin Crim, Town Attorney.

EXECUTIVE SUMMARY

At the December 12th, 2023, Regular Town Council Meeting, a Resolution was passed in support of application for a Citizen initiated petition for an annexation or boundary line adjustment with Fauquier County. The Town Attorney, Martin Crim, will be providing an update on this matter.

This proposed draft is ready for preliminary approval by the two elected bodies pursuant to § 15.2-3400, Voluntary settlements among local governments.

The form of the motion that County staff is proposing for the Board of Supervisors' upcoming consent agenda will authorize the County Attorney to present jointly with the Town of Warrenton such Proposed Settlement Agreement to the Commission on Local Government, subject to any changes to the Agreement approved by the County Administrator and County Attorney, to initiate the boundary line adjustment process in Code of Virginia § 15.2-3400.

If both the County and the Town elected bodies authorize submission of the draft VSA to COLG, then, after COLG's report the VSA will come back to the Town and County for public hearing and approval by ordinance. If both bodies adopt ordinances approving the VSA, we will submit it to a special three-judge court for review and approval.

BACKGROUND

On November 12, 2015, the Fauquier County Board of Supervisors approved several applications related to the development of Arrington. These included a Comprehensive Plan Amendment (COMA-15-003473), Rezoning (REZN-15-003477), a Category 20 Special Exception to allow for a Sewer Treatment Facility, a Category 30 Special Exception to Waive the Requirement for Public Sewer (SPEX-15-003479), a Category 20 Special Exception for a Floodplain Crossing (SPEX-15-003481), and a Preliminary Plat (PREP-15-003482). Additionally, a Joint Planning and Water Service Agreement (Town of Warrenton, Fauquier County, and Applicants), which outlined the terms in which the Town of Warrenton would provide public water service to the project was executed.

The aforementioned approvals allowed the Arrington project to be primarily developed as an age-restricted community with an emphasis on preservation of natural open spaces and a compact traditional design form

which is compatible with the historic portions of Warrenton. The Planned Residential District (PRD) portions of the project were limited to 217 residential lots for active adult residents over the age of 55. The Arrington approvals also permit 10 rural residential lots, in the RA zoned portions of the property and one residential (R-1) lot. The Rezoning approval included a Proffer Statement, Concept Development Plan (CDP), and Code of Development (COD). The CDP and COD regulate the site design and development and ensure that the property is developed in conformance with the County's PRD regulations.

On August 8, 2018, the Board of Supervisors held a public hearing on REZN-19-011151, which was seeking to amend portions of the Arrington Proffer Statement associated with REZN-15-03477. No action was taken at the public hearing, and subsequently the application was placed on hold and then closed.

On February 10, 2022, the Board of Supervisors approved a Comprehensive Plan Amendment to add approximately 27.9 acres to the Warrenton Service District, changing the land use from Rural to Open Space/Park. The Comprehensive Plan Amendment restored the Warrenton Service District boundary to its location prior to approval of the Comprehensive Plan Amendment in 2015. Specifically, it allowed for a redesign of the wastewater treatment facility associated with the residential development to include a larger dispersal field area to better comply with regulatory recommendations and requirements. At the time of the request, the Applicant indicated that the change was not to support any additional density within Arrington or to be used for any habitable vertical improvements. Additionally, the Comprehensive Plan Amendment expanded the Urban Development Area (UDA) to include the 27.9 acres that were added back into the Warrenton Service District.

***Background taken from Fauquier County's staff report presented to the Board of Supervisors on November 9, 2023.**

STAFF RECOMMENDATION

Receive the update from the Town Attorney.

Service Level/Collaborative Impact

The Town Attorney is currently working with the County Attorney to finalize the Voluntary Settlement Agreement to clarify the terms by which the current County approvals would transfer should the Council of Local Government allow the Arrington Property to annex into the Town Limits of Warrenton.

Policy Direction/Warrenton Plan 2040

Fiscal Impact

Legal Impact

ATTACHMENTS

- 1. BOS Resolution for Consent Agenda
- 2. Draft Voluntary Settlement Agreement
- 3. Town Council Arrington Resolution

December 12th, 2023
Town Council
Regular Meeting

**RESOLUTION OF THE TOWN OF WARRENTON FOR SUPPORT OF APPLICATION FOR A
CITIZEN INITIATED PETITION FOR AN ANNEXATION OR BOUNDARY LINE ADJUSTMENT
WITH FAUQUIER COUNTY**

WHEREAS, the Town of Warrenton, Virginia (hereinafter "the Town") is a municipal corporation and body politic located within the County of Fauquier; and

WHEREAS, Alwington Farm, L.L.C. (the "Owner"), is the owner of the parcel identified on the Fauquier County, Virginia, Land Records as Parcel Identification Number (PIN) 6983-44-5875-000 containing approximately 431.19759 acres (the "Parent Tract"); and

WHEREAS, the Parent Tract is located immediately adjacent to the Town's existing boundary along James Madison Highway (Routes 17/29/15) south of Alwington Boulevard (Route 1105), Warrenton and has been previously considered for inclusion in the Town's boundaries; and

WHEREAS, the Board of Supervisors of Fauquier County (the "County") did, on November 12, 2015, approve rezoning application (REZN-15-003477) and a preliminary subdivision plat for the Parent Tract including a proffer statement dated October 30, 2015, which provided for the development of 217 residential lots on a 206.43 acre portion of the Parent Tract rezoned PRD, 10 residential lots on the remaining 224.53 acres of the Parent Tract zoned R-A (9 cluster lots on approximately 29.62 acres, and one open space lot consisting of 194.91 acres) (collectively, the "2015 Approvals", all served with public water from the Town pursuant to an existing Joint Planning and Water Service Agreement dated November 1, 2015, by and between the Town, the County, and Alwington Farm Developers, LLC (the "Joint Water Agreement") and the PRD zoned lots served by a privately owned alternative onsite sewer system and associated primary and reserve dispersal fields; and

WHEREAS, Alwington Farm, L.L.C., has filed an application with the County (REZN-22-017978) to amend the 2015 Approvals and existing proffers (the "Rezoning"), and

WHEREAS, the Rezoning includes three separate development scenarios: (1) a Base Zoning with 217 market-rate lots with public water pursuant to the Joint Water Agreement, and a privately owned alternative onsite sewer system and associated primary and reserve dispersal fields, (2) Alternative A with 195 market-rate lots (144 single-family detached lots and 51 single-family attached lots), 16 single family attached lots reserved for affordable housing, a commercial component consisting of an eating establishment with a gross floor area no greater than 8,000 square feet and a hotel (inn) with a maximum of 15 sleeping rooms, all within the portion of the Parent Tract to be zoned PRD (the "PRD Area"), and a 25-acre land bay to be developed in accordance with the regulations of the Town's Commercial (C) Zoning District ("Land Bay W"), and (3) Alternative B with 254 market-rate lots (161 single-family detached lots and 93 single-family attached lots), 16 single-family attached lots reserved for affordable housing, a commercial component consisting of an eating establishment with a gross floor area no greater than 8,000 square feet and a hotel (inn) with a maximum of 15 sleeping rooms, all within the PRD Area, and the 25-acre Land Bay W to be developed in accordance with the regulations of the Town's Commercial (C) Zoning District; the two alternative scenarios being dependent on inclusion of the PRD Area and Land Bay W within the corporate limits of the Town, the availability of public sanitary sewer service from the Town for all lots, and the availability of additional public water connections from the Town for the commercial components and all residential lots (with Alternative B also requiring dedication

of right-of-way from an adjacent property owner to accommodate the extension of Alwington Boulevard to the northerly boundary of the Parent Tract); and

WHEREAS, a December 6, 2022, update of the Town's Water and Sewer System Growth and Capacity Evaluation (the "Water and Sewer Study") states that the Town is currently planning on increasing the capacity of the wastewater treatment plant ("WWTP") from 2.5 MGD to 3.0 MGD within approximately 10 years, confirms that the actual average daily flow to the WWTP in 2021 was 1.72 MGD, and acknowledges that the current wastewater treatment plant capacity of 2.5 MGD would accommodate the proposed development of the PRD Area and Land Bay W, as currently planned under Alternatives A and B; and

WHEREAS, the Water and Sewer Study also identified certain water and sewer system infrastructure improvement requirements including substantial modifications or replacement of the Taylor Run Pump Station to serve any further demand from developments within the Town or other areas within the Turkey Run drainage area; and

WHEREAS, the County wishes to make extensive and costly renovations to, and an expansion of, the Taylor Middle School, but because of such proposed renovations and expansion, the County will need additional sanitary sewer service capacity from the Town, and such flows will further exaggerate the need for substantial modifications or replacement of the Taylor Run Pump Station; and

WHEREAS, the Town considers it environmentally desirable and that it promotes the public health, safety, and general welfare for development in and near the Town to occur on public sewer and water service rather than on well and septic systems or a private wastewater treatment facility and to protect the Occoquan Watershed and its tributaries including Taylor Run; and

WHEREAS, a portion of Alwington Boulevard is presently split by the Town/County boundary creating difficulties with maintenance and control of that road between the Town and the Virginia Department of Transportation, such that the Council considers it prudent to bring that entire road into the Town's system of public streets; and

WHEREAS, the Owner has advised both the Town and the County that it intends to commence a Citizen Initiated Petition for the portion of the Parent Tract located within the Turkey Run drainage shed (the "Annexation Area") to be annexed into the Town's boundary pursuant to Va. Code Ann. § 15.2-3203 and related sections of the Code with respect to Boundary Adjustments and Changes of Status of Counties, Cities and Towns; and

WHEREAS, the Owner has advised the County and the Town that if such area is brought within the Town's boundary, the Owner will develop the PRD Area consistently with the Rezoning as approved by the County and will commit to the Proffers, Concept Development Plan, and Code of Development made in connection therewith through an Order to that effect entered by the Special Court approving an adjustment of that boundary and approving land use agreements between the Town and the County as authorized by law in proceedings pursuant to the foregoing statutes; and

WHEREAS, the Owner agrees that if the Annexation Area is brought within the Town's boundary, it will construct, at its sole expense, a new Taylor Run Pump Station and associated gravity sewer and force main as shown on the Concept Development Plan included with the Rezoning, and connect all development within the Annexation Area to the Town's public sewer and water systems in lieu of constructing an alternative onsite sewer system and associated primary and reserve dispersal fields; and

WHEREAS, the Owner agrees that if the Annexation Area is included within the Town's

boundary, the Owner will construct all necessary and planned improvements to Alwington Boulevard that are required to serve the Arrington development and surrounding community at its sole expense; and

WHEREAS, the Town Council is of the opinion that the inclusion of the Annexation Area in the Town's boundaries will provide substantial benefits to the Town both economically and environmentally, and to the County, as set forth herein, and that there is compelling justification for such a boundary adjustment;

NOW, THEREFORE, BE IT RESOLVED that the Warrenton Town Council does hereby express its support for a Citizen Initiated Petition as generally described above, and instructs the Town Manager to assist the Owner in the collection of data and materials relevant to that Petition, as such data and materials may be required by law or regulations promulgated by the Virginia Commission on Local Government, to provide those data and materials to the Owner as requested, and to otherwise cooperate fully with the Owner in connection with said Petition.

BE IT FURTHER RESOLVED that nothing contained herein shall preclude the Town from later combining with the Owner and the County in a joint Petition for the purposes stated herein, should the parties so agree.

Votes:

Ayes: Ms. Heather Sutphin; Mr. Brett Hamby; Mr. James Hartman, Vice Mayor; Mr. Paul Mooney; Mr. David McGuire.

Nays: Mr. William Semple; Mr. Eric Gagnon.

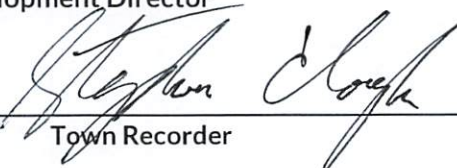
Absent from Meeting: None

For Information:

Community Development Director

Town Attorney

ATTEST:



Town Recorder

**DRAFT 2024 TOWN OF WARRENTON / FAUQUIER COUNTY
ANNEXATION
VOLUNTARY SETTLEMENT AGREEMENT**

THIS VOLUNTARY SETTLEMENT AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the TOWN COUNCIL OF THE OF WARRENTON, VIRGINIA, a Virginia municipal corporation and a body politic (hereinafter “the Town Council”), THE BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA (a political subdivision of the Commonwealth, hereinafter “the County Board of Supervisors”), ALWINGTON FARM, LLC (hereinafter “Alwington”), ALWINGTON FARM DEVELOPERS, L.L.C. and VAN METRE COMMUNITIES, LLC (together hereinafter “Van Metre”), (collectively referred to herein as the “Parties”).

RECITALS

R-1. WHEREAS, the Parties have reached this Agreement, pursuant to Title 15.2, Chapter 34, of the Code of Virginia, (i) providing for the annexation of certain territory of the County into the Town, and (ii) providing for the development of, and zoning of, the Annexation Area after approval of the proposed Annexation and

R-2. WHEREAS, Alwington is the owner of a certain tract of land containing approximately 234.08765 acres, as the same is more thoroughly identified below as the Arrington Annexation Property, which is a portion of an existing parcel of land, and

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

R-3. WHEREAS, HD Development of Maryland Inc. (“HD”) is the owner of a tract of land containing approximately 0.7361 acres, as the same is more thoroughly identified below as the “HD Property”, and

R-4. WHEREAS, Padmaja and Srinivas Dasari (“Dasari”) are the owners of a tract of land containing approximately 1.1630 acres, as the same is more thoroughly identified below as the “Dasari Property,” and

R-5. WHEREAS, VABFT, LLC, (“VABFT”) is the owner of a tract of land containing approximately 4.3067 acres, as the same is more thoroughly identified below as the “VABFT Property,” and

R-6. WHEREAS, the School Board of Fauquier County (the “School Board”) is the owner of a tract of land containing 0.8105 acre, as the same is more thoroughly identified below as the “School Board Property,” and

R-7. WHEREAS, the County Board of Supervisors is the owner of certain portions of the Alwington Boulevard right-of-way as the same is more thoroughly identified below as the “County Right-of-Way,” and

R-8. WHEREAS, the County Board of Supervisors and the Town Council, after due consideration, have determined and agree that the boundary between the County and Town should be adjusted and relocated as identified herein, and that certain other matters should be resolved between the County Board of Supervisors and the Town Council, and

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

R-9. WHEREAS, Van Metre desires to acquire and develop the Arrington Annexation Property owned by Alwington in a manner that is acceptable to the County Board of Supervisors and the Town Council, and

R-10. WHEREAS, on November 9, 2023, the Fauquier County Board of Supervisors approved a Rezoning of the Arrington Annexation Property as more specifically defined herein, that will permit its development in a manner that is acceptable to both the County Board of Supervisors and the Town Council, and the County Board of Supervisors and the Town Council have agreed that the conditions of development of the Arrington Annexation Property that were made proffered conditions of that Rezoning, including the Concept Development Plan, Code of Development and any other binding exhibits thereto and incorporated into the County’s approval, should control the future land use thereof whether in the County or the Town’s jurisdiction, and

R-11. WHEREAS, on December 12, 2023, the Town Council adopted a resolution in support of a Citizen-Initiated Petition for the inclusion of the Arrington Annexation Property within the corporate limits of the Town subject to Alwington’s and Van Metre’s agreement that such property would be developed in accordance with the Rezoning, and that the design and construction of the Relocated Taylor Run Pump Station and Alwington Boulevard Improvements would be completed at their sole expense, and

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

R-12. WHEREAS, after the effective date of the annexation as set out in Section 2.3 below, the Town will have zoning authority over the Annexation Area, subject to vested rights and the processes set out in the Code of Virginia and Town Code as amended from time to time, and

R-13. WHEREAS, the County Board of Supervisors and the Town Council have now determined that this Voluntary Settlement Agreement is necessary and appropriate to ensure the effective provision of Town public services to the area to be included within the corporate limits of the Town, to memorialize their agreement regarding the maintenance and effectuation of the Rezoning and the Town Commitments, and to determine other appropriate matters pursuant to the applicable Virginia statutory framework including certain specific land use and zoning arrangements deriving from the aforesaid Rezoning and Town Commitments as provided by Virginia law,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are conclusively agreed to constitute such consideration, the County Board of Supervisors and the Town Council agree as follows:

SECTION 1. DEFINITIONS

The County Board of Supervisors and the Town Council agree that the following words, terms, and abbreviations as used in this Agreement shall have the following defined meanings, unless the context clearly provides otherwise:

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

1.1. "Additional Annexation Properties" means collectively the Dasari Property, the HD Property, the School Board Property, and the VABFT Property containing approximately 7.0163 acres.

1.2. The "Additional Annexation Area Property Owners" means Dasari, HD, the School Board, and VABFT.

1.3. "Alwington" means Alwington Farm, LLC, a Virginia limited liability corporation, and the current legal owner of the Arrington Annexation Property.

1.4. "Alwington Boulevard Improvements" means the widening of existing Alwington Boulevard, and the construction of an extension thereof in accordance with Town standards and specifications to provide a four-lane, median divided roadway from the current boundary between the County and Town northwesterly to the northerly line of Land Bay W (as defined in the Rezoning) and a two-lane undivided roadway from the northerly line of Land Bay W to the northerly line of the Arrington Annexation Property in accordance with the Rezoning.

1.5. "Annexation" means the adjustment of the boundary line between the County and the Town as set forth herein.

1.6. "Annexation Area" means that area to be included within the corporate boundaries of the Town pursuant to this Agreement consisting of the Arrington Annexation Property, the Additional Annexation Area, and the County Right-of-Way, all as further described herein, and as depicted in the attached Exhibits.

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

1.7. “Arrington Annexation Property” means the approximately 234.08765 acres of property owned by Alwington that is the subject of the Annexation contemplated in this Agreement and delineated on Exhibit B. The Arrington Annexation Property is currently a portion of a larger parcel containing approximately 431.19759 acres identified as GPIN 6983-44-5875-000 on the Tax Maps of Fauquier County. The remainder of the larger parcel containing approximately 197.10994 acres that is not herein identified shall remain in Fauquier County (the “Arrington Residual Property”).

1.8. “Code” means the Code of Virginia (1950), as amended. A reference to a specific Code provision shall mean that Code provision as it existed on the date of execution of this Agreement, and any successor provision should the Code be amended after execution of this Agreement.

1.9. “Commission” means the Virginia Commission on Local Government.

1.10. “County” means the County of Fauquier, Virginia.

1.11. “County Board of Supervisors” means the Board of Supervisors of the County of Fauquier, Virginia.

1.12. “County Right-of-Way” means those portions of the right-of-way previously dedicated to the County Board of Supervisors for the construction of Alwington Boulevard from Shirley Avenue/James Madison Highway (Business Route 29/15/211) northwesterly to the Arrington Annexation Property boundary and that are not within the Town’s boundary at the time of this Agreement.

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
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1.13. “Dasari Property” means the approximately 1.1630 acres of property owned by Dasari and identified by GPIN 6983-57-9161-000 on the Tax Maps of Fauquier County.

1.14. “Effective Date” means the date upon which the last of the County Board of Supervisors and the Town Council has approved and affixed its signature to this Agreement.

1.15. “HD Property” means the approximately 0.7361 acres of property owned by HD and identified by GPIN 6983-57-1258-000 on the Tax Maps of Fauquier County.

1.16. The “Parties” refers to the County, Town, Alwington, and Van Metre, collectively being the signatories to this Agreement.

1.17. The “Relocated Taylor Run Pump Station” means a new sanitary sewer pump station on the Arrington Annexation Property in the general location shown on Sheet 10 of the Concept Development Plan approved with the Rezoning, gravity sanitary sewer from the existing Taylor Run Pump Station to said pump station location, and sufficient sanitary sewer force main required to convey sewage from the new pump station to a connection manhole with capacity to accommodate such flow within the Town.

1.18. The “Rezoning” refers to Rezoning REZN-22-017978 approved by the Fauquier County Board of Supervisors on November 9, 2023, and the Proffered Conditions accepted therewith, together with the Concept Development Plan, Code

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of Development, and any other exhibits incorporated therein, all governing the development of the Arrington Annexation Property, with copies of such documents attached hereto and incorporated herein by reference as Exhibit C.

1.19. The “School Board Property” means the approximately 0.8105 acre of property owned by the School Board and identified by GPIN 6983-48-7973-000 on the Tax Maps of Fauquier County.

1.20. “Section” refers to the parts of this Agreement unless the context indicates that the reference is to sections of the Code.

1.21. “Special Court” means the Special Court appointed by the Supreme Court of Virginia pursuant to Title 15.2, Chapter 30, of the Code.

1.22. “Subsection” refers to the parts of this Agreement set out in the various “Sections.”

1.23. “Survey” means the metes and bounds description and graphic depiction of the Annexation Area as set forth on Exhibits “A” and “B” attached hereto.

1.24. “Taylor Run Pump Station” means the existing sanitary sewer pump station located on approximately 0.0826 acre of property identified as GPIN 6983-49-6156-000 on the Tax Maps of Fauquier County, and owned by the Town,

1.25. “Town” means the Town of Warrenton, Virginia.

1.26. “Town Commitments” means the agreement between Alwington and Van Metre to design and construct the Relocated Taylor Run Pump Station and

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

Alwington Boulevard Improvements as depicted on Exhibit C, at no cost to the County Board of Supervisors or Town Council.

1.27. “Town Council” means the Town Council of the Town of Warrenton, Virginia.

1.28. “VABFT Property” means the approximately 4.31 acres of property owned by VABFT and identified by GPIN 6983-48-7006-000 on the Tax Maps of Fauquier County, and that is the subject of the Annexation contemplated in this Agreement.

1.29. “Van Metre” means Van Metre Communities, L.L.C., a Virginia limited liability company, and Alwington Farm Developers, LLC., a Virginia limited liability company, collectively.

SECTION 2. VOLUNTARY ANNEXATION

2.1. Annexation Agreement. The County Board of Supervisors and the Town Council agree to the annexation by the Town of that certain territory consisting of the Annexation Area as more specifically described by the Survey.

2.2. Submission of the Survey. The Survey shall be submitted to, and filed with, the Commission and the Special Court appointed to affirm, validate, and give full force and effect to this Agreement, and shall be incorporated into any final Order entered by the Special Court.

2.3. Effective Date of Annexation. The Annexation provided for herein shall become effective on the first day of the second calendar month after entry of the Final

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

Order by the Special Court to affirm, validate, and give full force and effect to this Agreement.

SECTION 3. LAND USE AND ZONING IN ANNEXATION AREA

3.1. Land Use and Zoning Arrangements.

3.1.1. Pursuant to the provisions of Va. Code Ann. § 15.2-3400(2), the County Board of Supervisors and the Town Council agree that the orderly development of the Annexation Area is in the best interest of the County and Town.

3.1.2. The Town Council agrees to administer development of the Arrington Annexation Property in a manner that is consistent and in substantial conformance with the Rezoning. Portions of the Arrington Annexation Property that are zoned PRD will be administered in accordance with the terms of the PRD in effect as of the Effective Date (i.e., Zoning Ordinance of Fauquier County §§ 4-100 through 4-115) unless and until the Town rezones the property. Wherever those provisions of the Zoning Ordinance of Fauquier County reference the County or the Board of Supervisors, they will be read as referring to the Town and the Town Council, respectively. The Town shall have sole responsibility for interpretation and enforcement of the PRD zoning within the Arrington Annexation Property.

3.1.3. Notwithstanding the foregoing, the provisions of the Town's Zoning Ordinance shall govern the future use and development of that portion of Arrington Annexation Property identified in the Rezoning as to be developed in accordance with the Town of Warrenton's Commercial (C) Zoning District assigned to

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Voluntary Annexation Settlement Agreement**

Land Bay W, as depicted on the Concept Development Plan, as if Land Bay W had been so zoned by the Town Council, and future development thereof shall be processed by the Town pursuant to its ordinary procedures therefor.

3.1.4. The Town agrees that upon validation of this Agreement by the Special Court that it will amend its Comprehensive Plan to incorporate the Rezoning into that Plan, if it deems it necessary.

3.2. Zoning Classification of the Additional Annexation Properties. Upon the Effective Date of the Annexation, the non-PRD portions of the Arrington Annexation Property and the Additional Annexation Properties shall be deemed to be zoned to the applicable Town Zoning District pursuant to Warrenton Zoning Ordinance § 2-5, or any substantially similar provision as may be hereafter enacted as transitional zoning for such properties.

3.3. Sewer and Water Services.

3.3.1. The Town Council agrees that it shall permit connection of the properties within the Annexation Area to the Town sanitary sewer and water systems upon written request therefore, and payment of all appropriate fees and charges for such services, subject to compliance with the Town’s Public Facilities Manual (as amended from time to time) and completion of the Relocated Taylor Run Pump Station.

3.3.2. In accordance with the Town’s utility extension policies, each owner of a property within the Annexation Area shall construct or cause to be

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Voluntary Annexation Settlement Agreement**

constructed, at no expense to the Town or County, such extensions of existing water and/or sanitary sewer mains and laterals as may be required to provide water and sanitary sewer service to their respective properties.

3.3.3. Upon completion of and the Town’s final approval of such extension facilities, the property owner constructing same shall convey ownership of the facilities (not including laterals, whose ownership will remain private) and the necessary and associated easements to the Town for inclusion in the Town’s public utility system.

3.3.4. Alwington and Van Metre have joint and several responsibility to design and construct the Relocated Taylor Run Pump Station pursuant to the Town Commitments prior to issuance of the first certificate of occupancy. Van Metre has heretofore commenced design of construction plans for the Relocated Taylor Run Pump Station and shall diligently pursue completion of said plans and the submittal of same to the applicable regulatory agencies for approval. Within sixty (60) days following approval of the Relocated Taylor Run Pump Station construction plans by all applicable regulatory agencies and the recordation of any easements required for the construction of same, Alwington and/or Van Metre shall commence construction of the Relocated Taylor Run Pump Station and diligently pursue completion thereafter.

3.4 Alwington Boulevard Improvements. Alwington and Van Metre agree to design, pursue approval of such design, bond, permit, and construct the entire length

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

of the Alwington Boulevard Improvements. Such improvements shall be completed through base paving and open to traffic, but not necessarily accepted for maintenance by the Town, prior to issuance of the first certificate of occupancy for any homes or buildings constructed on the Arrington Annexation Property.

3.5. Payment of Proffered Amounts. The Rezoning is subject to reasonable proffers voluntarily submitted and agreed to by Alwington and Van Metre including cash proffers for schools, public safety and parks and recreation facilities specifically attributable to impacts created by the new development. The Parties agree and consent to the payment of those proffered amounts subsequent to any Annexation provided herein as follows:

3.5.1. Brumfield Elementary School Entrance. If Proffer 19.B(b) applies, the cash in lieu of constructing the entrance shall be payable to Fauquier County.

3.5.2. Schools. Proffer 19 associated with the Rezoning shall remain in effect and due and payable according to its terms to Fauquier County for Taylor Middle School.

3.5.3. Emergency Services. Proffer 12 associated with the Rezoning shall remain in effect and due and payable according to its terms to Fauquier County for the benefit of the Annexation Area.

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3.5.4. Parks and Recreation. Proffer 9 associated with the Rezoning shall remain in effect and due and payable according to its terms to the Town of Warrenton..

SECTION 4. COMMISSION AND SPECIAL COURT APPROVAL

4.1. Commission on Local Government Review. The Parties agree to promptly undertake the steps necessary as required by Title 15.2, Chapter 34 of the Code to proceed with this Voluntary Settlement Agreement or other appropriate joint proceeding required to expedite the review of this Agreement by the Commission. The Additional Annexation Area Property Owners may, at their election, participate in those proceedings. The County Board of Supervisors and the Town Council shall cooperate in the scheduling and conduct of any hearings that may be required in order to facilitate and advance this Agreement and the Annexation, either in their separate jurisdictions, or with the Commission.

4.2. Special Court Approval. Following the issuance of the report of findings and recommendations by the Commission according to law, the County Board of Supervisors and the Town Council agree that they will each take all steps necessary, and will expeditiously submit this Agreement in its approved form to the Special Court for affirmation and validation, and to give it full force and effect, as required by Title 15.2, Chapter 34 of the Code.

4.3. Termination for Failure to Affirm and Validate and Give Full Force and Effect to This Agreement. The County Board of Supervisors and the Town Council

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

agree that if this Agreement is not affirmed, validated, and given full force and effect by the Special Court without modification, this Agreement shall immediately terminate; provided that the County Board of Supervisors and the Town Council may waive termination under this provision by mutually agreeing to any modifications recommended by the Commission or the Special Court.

SECTION 5. AUTHORITY.

The Town Council has authorized the execution and implementation of this Agreement by resolution, a copy of which is attached hereto as Exhibit D. The County Board of Supervisors has authorized the execution and implementation of this Agreement by resolution, a copy of which is attached hereto as Exhibit E.

The lawful consent or concurrence to this Agreement by Alwington and Van Metre is attached hereto and incorporated herein by references as Exhibits F and G, respectively.

SECTION 6. FURTHER REQUIREMENTS.

6.1. The County Board of Supervisors, the Town Council, Alwington, and Van Metre agree to perform such other and further requirements as may be necessary to effectuate fully this Agreement and the terms and conditions hereof. Each of the aforesaid further agrees that it shall expeditiously perform those duties and obligations that may be imposed on it by the terms of this Agreement, including, but not limited to, the preparation and submission of necessary materials required for

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

submitting and processing an application to the Commission as provided herein, or as requested by the Commission or its staff.

6.2. The County Board of Supervisors, Town Council, Alwington, and Van Metre understand and agree that all reasonable costs associated with this Agreement shall be borne by the party incurring such costs. “Reasonable costs” shall include preparation of this Agreement and the Survey as well as such other materials as may be required or requested to be provided by the Commission.

SECTION 7. MISCELLANEOUS PROVISIONS

7.1. Binding Effect. This Agreement contains the final and entire agreement between the Parties with respect to this Annexation and is intended to be an integration of all prior understandings. It shall be binding upon and inure to the benefit of the Parties, and each of the future governing bodies of the Town and the County, and upon any heirs, successors, or assigns to or of any owner of property within the Annexation Area.

7.2. Amendments. This Agreement may be amended, modified, or supplemented in whole or in part, by mutual agreement of the Parties, prior to affirmation by the Special Court, by a written document of equal formality and dignity, duly executed by the authorized representatives of the Parties.

7.3. Enforceability. This Agreement shall be enforceable only by the Special Court affirming, validating, and giving full force and effect to this Agreement or by a successor Special Court appointed to pursuant to Title 15.2, Chapter 30 of the Code,

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

pursuant to a declaratory judgment action initiated by any of the Parties hereto to secure the performance of any provisions, covenants, conditions and terms contained in this Agreement or the Order affirming, validating, and giving full force and effect to this Agreement.

7.4. Standing. The Parties agree that each shall and does have standing to enforce any of the provisions, covenants, conditions, and terms of this Agreement.

IN CONSIDERATION of the foregoing, the authorized representatives of the Parties have executed this Agreement as of the date and year first herein written.

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

Item G.

TOWN OF WARRENTON

By: _____
Carter Nevill
Mayor

Approved as to Form:

Town Attorney

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
Voluntary Annexation Settlement Agreement**

Item G.

FAUQUIER COUNTY, VIRGINIA

By: _____
Chair, Fauquier County Board of Supervisors

Approved as to Form:

County Attorney

**DRAFT 2024 Town of Warrenton / Fauquier County/ and Others
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VAN METRE COMMUNITIES, L.L.C., a
Virginia limited liability company,

By: VMC Homes, Inc., its manager

By: _____

Title: _____

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Item G.

ALWINGTON FARM LLC,
a Virginia limited liability company

By: _____

Title: _____



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Voluntary Annexation Settlement Agreement**

Item G.

ALWINGTON FARM DEVELOPERS, L.L.C.,
A Virginia limited liability company

By: _____

Title: _____



LIST OF EXHIBITS

- EXHIBIT - A METES & BOUNDS DESCRIPTION OF THE ANNEXATION AREA
- EXHIBIT - B GRAPHIC DEPICTION OF ANNEXATION AREA
- EXHIBIT - C ARRINGTON ANNEXATION PROPERTY REZONING DOCUMENTS
- EXHIBIT - D RESOLUTION OF TOWN COUNCIL
- EXHIBIT - E RESOLUTION OF COUNTY BOARD OF SUPERVISORS
- EXHIBIT - F CONSENT BY ALWINGTON
- EXHIBIT - G CONSENT AND CONCURRENCE BY VAN METRE

RESOLUTION

A RESOLUTION AUTHORIZING STAFF AND COUNTY ATTORNEY TO INITIATE THE
PROCESS OF VOLUNTARY SETTLEMENT OF ANNEXATION WITH THE TOWN OF
WARRENTON

WHEREAS, Chapter 34 of Title 15.2 recognizes that Virginia localities may be able to voluntarily negotiate and settle boundary matters in an efficient and beneficial manner to the orderly growth and continued viability of the localities; and

WHEREAS, the County determined after due consideration that the boundary between the County and Town of Warrenton should be adjusted and relocated as outlined in the Voluntary Settlement Agreement between the localities; now, therefore be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of March, 2024, That, the County Administrator and County Attorney are authorized to take all actions necessary to negotiate a Voluntary Settlement Agreement with the Town of Warrenton; and

BE IT RESOLVED FURTHER that the County Attorney is authorized to present jointly with the Town of Warrenton such Proposed Settlement Agreement to the Commission on Local Government, subject to any changes to the Agreement approved by the County Administrator and County Attorney, to initiate the boundary line adjustment process in *Code of Virginia* § 15.2-3400.

AGENDA REQUEST

Sponsor:

Kevin T. Carter, Center District Supervisor

Meeting Date:

March 14, 2024

Staff Lead:

Tracy A. Gallehr, County Attorney

Department:

County Attorney

Topic:

A Resolution Authorizing Staff and County Attorney to Initiate the Process of Voluntary Settlement of Annexation with the Town of Warrenton

Topic Description:

Alwington Farm Developers, L.L.C. and Van Metre Communities, LLC, developers of the Alwington Farm, LLC, property located in the Warrenton Service District of the Marshall Magisterial District and adjacent to the Town of Warrenton (PIN 6983-44-5875-000) are requesting consideration of a boundary line adjustment of 234.0877 acres of their property (containing the area of their parcel located within the Warrenton Service District boundary, more or less) into the Town of Warrenton. Chapter 34 of Title 15.2 recognizes that Virginia localities may be able to voluntarily negotiate and settle boundary matters in an efficient and beneficial manner to the orderly growth and continued viability of the localities. This resolution initiates the process allowing staff and the County Attorney to negotiate terms of the Voluntary Settlement Agreement and present the Agreement to the Commission on Local Government in accordance with those statutes. Four other small areas to be considered for adjustment include: a portion of a parcel owned by the School Board of Fauquier County where Brumfield Elementary School exists (0.8105 acres); a portion of a parcel owned by HD Development of Maryland, Inc. where Home Depot exists (0.7361 acres); an undeveloped parcel of 1.1630 acres owned by Padmaja and Srinivas Dasari; and a parcel owned by VABFT, LLC where Appleton Campbell exists (4.3067 acres). Adjusting these additional parcels will avoid having these parcels completely surrounded by the Town of Warrenton and allow the entire segment of Alwington Boulevard from the intersection of 15/17/29 business to its end at Brumfield Elementary School to be taken into the Town for maintenance purposes.

Requested Action:

Adopt the attached resolution.

Financial Impact Analysis:

None conducted.

Identify any other Departments, Organizations or Individuals that would be affected by this request:

- Town of Warrenton
- Property owners:
 - Alwington Farm , LLC (Alwington Farm Developers, L.L.C & Van Metre Communities)
 - VABFT, LLC (Appleton Campbell)
 - HD Development of Maryland, Inc.
 - Padmaja and Srinivas Dasari
 - School Board of Fauquier County
 - County Attorney's Office

County Administration
Commission on Local Government

ATTACHMENTS:

[Resolution](#)
[Draft Agreement](#)

RESOLUTION

A RESOLUTION AUTHORIZING STAFF AND COUNTY ATTORNEY TO INITIATE THE
PROCESS OF VOLUNTARY SETTLEMENT OF ANNEXATION WITH THE TOWN OF
WARRENTON

WHEREAS, Chapter 34 of Title 15.2 recognizes that Virginia localities may be able to voluntarily negotiate and settle boundary matters in an efficient and beneficial manner to the orderly growth and continued viability of the localities; and

WHEREAS, the County determined after due consideration that the boundary between the County and Town of Warrenton should be adjusted and relocated as outlined in the Voluntary Settlement Agreement between the localities; now, therefore be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of March 2024, That, the County Administrator and County Attorney are hereby authorized to take all actions necessary to negotiate a Voluntary Settlement Agreement with the Town of Warrenton; and, be it

RESOLVED FURTHER, That the County Attorney is authorized to present jointly with the Town of Warrenton such Proposed Settlement Agreement to the Commission on Local Government, subject to any changes to the Agreement approved by the County Administrator and County Attorney, to initiate the boundary line adjustment process in *Code of Virginia* § 15.2-3400.

**DRAFT 2024 TOWN OF WARRENTON / FAUQUIER COUNTY
ANNEXATION
VOLUNTARY SETTLEMENT AGREEMENT**

THIS VOLUNTARY SETTLEMENT AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the TOWN COUNCIL OF THE OF WARRENTON, VIRGINIA, a Virginia municipal corporation and a body politic (hereinafter “the Town Council”), THE BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA (a political subdivision of the Commonwealth, hereinafter “the County Board of Supervisors”), ALWINGTON FARM, LLC (hereinafter “Alwington”), ALWINGTON FARM DEVELOPERS, L.L.C. and VAN METRE COMMUNITIES, LLC (together hereinafter “Van Metre”), (collectively referred to herein as the “Parties”).

RECITALS

R-1. WHEREAS, the Parties have reached this Agreement, pursuant to Title 15.2, Chapter 34, of the Code of Virginia, (i) providing for the annexation of certain territory of the County into the Town, and (ii) providing for the development of, and zoning of, the Annexation Area after approval of the proposed Annexation and

R-2. WHEREAS, Alwington is the owner of a certain tract of land containing approximately 234.08765 acres, as the same is more thoroughly identified below as the Arrington Annexation Property, which is a portion of an existing parcel of land, and

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R-3. WHEREAS, HD Development of Maryland Inc. (“HD”) is the owner of a tract of land containing approximately 0.7361 acres, as the same is more thoroughly identified below as the “HD Property”, and

R-4. WHEREAS, Padmaja and Srinivas Dasari (“Dasari”) are the owners of a tract of land containing approximately 1.1630 acres, as the same is more thoroughly identified below as the “Dasari Property,” and

R-5. WHEREAS, VABFT, LLC, (“VABFT”) is the owner of a tract of land containing approximately 4.3067 acres, as the same is more thoroughly identified below as the “VABFT Property,” and

R-6. WHEREAS, the School Board of Fauquier County (the “School Board”) is the owner of a tract of land containing 0.8105 acre, as the same is more thoroughly identified below as the “School Board Property,” and

R-7. WHEREAS, the County Board of Supervisors is the owner of certain portions of the Alwington Boulevard right-of-way as the same is more thoroughly identified below as the “County Right-of-Way,” and

R-8. WHEREAS, the County Board of Supervisors and the Town Council, after due consideration, have determined and agree that the boundary between the County and Town should be adjusted and relocated as identified herein, and that certain other matters should be resolved between the County Board of Supervisors and the Town Council, and

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R-9. WHEREAS, Van Metre desires to acquire and develop the Arrington Annexation Property owned by Alwington in a manner that is acceptable to the County Board of Supervisors and the Town Council, and

R-10. WHEREAS, on November 9, 2023, the Fauquier County Board of Supervisors approved a Rezoning of the Arrington Annexation Property as more specifically defined herein, that will permit its development in a manner that is acceptable to both the County Board of Supervisors and the Town Council, and the County Board of Supervisors and the Town Council have agreed that the conditions of development of the Arrington Annexation Property that were made proffered conditions of that Rezoning, including the Concept Development Plan, Code of Development and any other binding exhibits thereto and incorporated into the County’s approval, should control the future land use thereof whether in the County or the Town’s jurisdiction, and

R-11. WHEREAS, on December 12, 2023, the Town Council adopted a resolution in support of a Citizen-Initiated Petition for the inclusion of the Arrington Annexation Property within the corporate limits of the Town subject to Alwington’s and Van Metre’s agreement that such property would be developed in accordance with the Rezoning, and that the design and construction of the Relocated Taylor Run Pump Station and Alwington Boulevard Improvements would be completed at their sole expense, and

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R-12. WHEREAS, after the effective date of the annexation as set out in Section 2.3 below, the Town will have zoning authority over the Annexation Area, subject to vested rights and the processes set out in the Code of Virginia and Town Code as amended from time to time, and

R-13. WHEREAS, the County Board of Supervisors and the Town Council have now determined that this Voluntary Settlement Agreement is necessary and appropriate to ensure the effective provision of Town public services to the area to be included within the corporate limits of the Town, to memorialize their agreement regarding the maintenance and effectuation of the Rezoning and the Town Commitments, and to determine other appropriate matters pursuant to the applicable Virginia statutory framework including certain specific land use and zoning arrangements deriving from the aforesaid Rezoning and Town Commitments as provided by Virginia law,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are conclusively agreed to constitute such consideration, the County Board of Supervisors and the Town Council agree as follows:

SECTION 1. DEFINITIONS

The County Board of Supervisors and the Town Council agree that the following words, terms, and abbreviations as used in this Agreement shall have the following defined meanings, unless the context clearly provides otherwise:

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1.1. "Additional Annexation Properties" means collectively the Dasari Property, the HD Property, the School Board Property, and the VABFT Property containing approximately 7.0163 acres.

1.2. The "Additional Annexation Area Property Owners" means Dasari, HD, the School Board, and VABFT.

1.3. "Alwington" means Alwington Farm, LLC, a Virginia limited liability corporation, and the current legal owner of the Arrington Annexation Property.

1.4. "Alwington Boulevard Improvements" means the widening of existing Alwington Boulevard, and the construction of an extension thereof in accordance with Town standards and specifications to provide a four-lane, median divided roadway from the current boundary between the County and Town northwesterly to the northerly line of Land Bay W (as defined in the Rezoning) and a two-lane undivided roadway from the northerly line of Land Bay W to the northerly line of the Arrington Annexation Property in accordance with the Rezoning.

1.5. "Annexation" means the adjustment of the boundary line between the County and the Town as set forth herein.

1.6. "Annexation Area" means that area to be included within the corporate boundaries of the Town pursuant to this Agreement consisting of the Arrington Annexation Property, the Additional Annexation Area, and the County Right-of-Way, all as further described herein, and as depicted in the attached Exhibits.

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1.7. “Arrington Annexation Property” means the approximately 234.08765 acres of property owned by Alwington that is the subject of the Annexation contemplated in this Agreement and delineated on Exhibit B. The Arrington Annexation Property is currently a portion of a larger parcel containing approximately 431.19759 acres identified as GPIN 6983-44-5875-000 on the Tax Maps of Fauquier County. The remainder of the larger parcel containing approximately 197.10994 acres that is not herein identified shall remain in Fauquier County (the “Arrington Residual Property”).

1.8. “Code” means the Code of Virginia (1950), as amended. A reference to a specific Code provision shall mean that Code provision as it existed on the date of execution of this Agreement, and any successor provision should the Code be amended after execution of this Agreement.

1.9. “Commission” means the Virginia Commission on Local Government.

1.10. “County” means the County of Fauquier, Virginia.

1.11. “County Board of Supervisors” means the Board of Supervisors of the County of Fauquier, Virginia.

1.12. “County Right-of-Way” means those portions of the right-of-way previously dedicated to the County Board of Supervisors for the construction of Alwington Boulevard from Shirley Avenue/James Madison Highway (Business Route 29/15/211) northwesterly to the Arrington Annexation Property boundary and that are not within the Town’s boundary at the time of this Agreement.

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1.13. “Dasari Property” means the approximately 1.1630 acres of property owned by Dasari and identified by GPIN 6983-57-9161-000 on the Tax Maps of Fauquier County.

1.14. “Effective Date” means the date upon which the last of the County Board of Supervisors and the Town Council has approved and affixed its signature to this Agreement.

1.15. “HD Property” means the approximately 0.7361 acres of property owned by HD and identified by GPIN 6983-57-1258-000 on the Tax Maps of Fauquier County.

1.16. The “Parties” refers to the County, Town, Alwington, and Van Metre, collectively being the signatories to this Agreement.

1.17. The “Relocated Taylor Run Pump Station” means a new sanitary sewer pump station on the Arrington Annexation Property in the general location shown on Sheet 10 of the Concept Development Plan approved with the Rezoning, gravity sanitary sewer from the existing Taylor Run Pump Station to said pump station location, and sufficient sanitary sewer force main required to convey sewage from the new pump station to a connection manhole with capacity to accommodate such flow within the Town.

1.18. The “Rezoning” refers to Rezoning REZN-22-017978 approved by the Fauquier County Board of Supervisors on November 9, 2023, and the Proffered Conditions accepted therewith, together with the Concept Development Plan, Code

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of Development, and any other exhibits incorporated therein, all governing the development of the Arrington Annexation Property, with copies of such documents attached hereto and incorporated herein by reference as Exhibit C.

1.19. The “School Board Property” means the approximately 0.8105 acre of property owned by the School Board and identified by GPIN 6983-48-7973-000 on the Tax Maps of Fauquier County.

1.20. “Section” refers to the parts of this Agreement unless the context indicates that the reference is to sections of the Code.

1.21. “Special Court” means the Special Court appointed by the Supreme Court of Virginia pursuant to Title 15.2, Chapter 30, of the Code.

1.22. “Subsection” refers to the parts of this Agreement set out in the various “Sections.”

1.23. “Survey” means the metes and bounds description and graphic depiction of the Annexation Area as set forth on Exhibits “A” and “B” attached hereto.

1.24. “Taylor Run Pump Station” means the existing sanitary sewer pump station located on approximately 0.0826 acre of property identified as GPIN 6983-49-6156-000 on the Tax Maps of Fauquier County, and owned by the Town,

1.25. “Town” means the Town of Warrenton, Virginia.

1.26. “Town Commitments” means the agreement between Alwington and Van Metre to design and construct the Relocated Taylor Run Pump Station and

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Alwington Boulevard Improvements as depicted on Exhibit C, at no cost to the County Board of Supervisors or Town Council.

1.27. “Town Council” means the Town Council of the Town of Warrenton, Virginia.

1.28. “VABFT Property” means the approximately 4.31 acres of property owned by VABFT and identified by GPIN 6983-48-7006-000 on the Tax Maps of Fauquier County, and that is the subject of the Annexation contemplated in this Agreement.

1.29. “Van Metre” means Van Metre Communities, L.L.C., a Virginia limited liability company, and Alwington Farm Developers, LLC., a Virginia limited liability company, collectively.

SECTION 2. VOLUNTARY ANNEXATION

2.1. Annexation Agreement. The County Board of Supervisors and the Town Council agree to the annexation by the Town of that certain territory consisting of the Annexation Area as more specifically described by the Survey.

2.2. Submission of the Survey. The Survey shall be submitted to, and filed with, the Commission and the Special Court appointed to affirm, validate, and give full force and effect to this Agreement, and shall be incorporated into any final Order entered by the Special Court.

2.3. Effective Date of Annexation. The Annexation provided for herein shall become effective on the first day of the second calendar month after entry of the Final

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Order by the Special Court to affirm, validate, and give full force and effect to this Agreement.

SECTION 3. LAND USE AND ZONING IN ANNEXATION AREA

3.1. Land Use and Zoning Arrangements.

3.1.1. Pursuant to the provisions of Va. Code Ann. § 15.2-3400(2), the County Board of Supervisors and the Town Council agree that the orderly development of the Annexation Area is in the best interest of the County and Town.

3.1.2. The Town Council agrees to administer development of the Arrington Annexation Property in a manner that is consistent and in substantial conformance with the Rezoning. Portions of the Arrington Annexation Property that are zoned PRD will be administered in accordance with the terms of the PRD in effect as of the Effective Date (i.e., Zoning Ordinance of Fauquier County §§ 4-100 through 4-115) unless and until the Town rezones the property. Wherever those provisions of the Zoning Ordinance of Fauquier County reference the County or the Board of Supervisors, they will be read as referring to the Town and the Town Council, respectively. The Town shall have sole responsibility for interpretation and enforcement of the PRD zoning within the Arrington Annexation Property.

3.1.3. Notwithstanding the foregoing, the provisions of the Town’s Zoning Ordinance shall govern the future use and development of that portion of Arrington Annexation Property identified in the Rezoning as to be developed in accordance with the Town of Warrenton’s Commercial (C) Zoning District assigned to

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Land Bay W, as depicted on the Concept Development Plan, as if Land Bay W had been so zoned by the Town Council, and future development thereof shall be processed by the Town pursuant to its ordinary procedures therefor.

3.1.4. The Town agrees that upon validation of this Agreement by the Special Court that it will amend its Comprehensive Plan to incorporate the Rezoning into that Plan, if it deems it necessary.

3.2. Zoning Classification of the Additional Annexation Properties. Upon the Effective Date of the Annexation, the non-PRD portions of the Arrington Annexation Property and the Additional Annexation Properties shall be deemed to be zoned to the applicable Town Zoning District pursuant to Warrenton Zoning Ordinance § 2-5, or any substantially similar provision as may be hereafter enacted as transitional zoning for such properties.

3.3. Sewer and Water Services.

3.3.1. The Town Council agrees that it shall permit connection of the properties within the Annexation Area to the Town sanitary sewer and water systems upon written request therefore, and payment of all appropriate fees and charges for such services, subject to compliance with the Town’s Public Facilities Manual (as amended from time to time) and completion of the Relocated Taylor Run Pump Station.

3.3.2. In accordance with the Town’s utility extension policies, each owner of a property within the Annexation Area shall construct or cause to be

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constructed, at no expense to the Town or County, such extensions of existing water and/or sanitary sewer mains and laterals as may be required to provide water and sanitary sewer service to their respective properties.

3.3.3. Upon completion of and the Town’s final approval of such extension facilities, the property owner constructing same shall convey ownership of the facilities (not including laterals, whose ownership will remain private) and the necessary and associated easements to the Town for inclusion in the Town’s public utility system.

3.3.4. Alwington and Van Metre have joint and several responsibility to design and construct the Relocated Taylor Run Pump Station pursuant to the Town Commitments prior to issuance of the first certificate of occupancy. Van Metre has heretofore commenced design of construction plans for the Relocated Taylor Run Pump Station and shall diligently pursue completion of said plans and the submittal of same to the applicable regulatory agencies for approval. Within sixty (60) days following approval of the Relocated Taylor Run Pump Station construction plans by all applicable regulatory agencies and the recordation of any easements required for the construction of same, Alwington and/or Van Metre shall commence construction of the Relocated Taylor Run Pump Station and diligently pursue completion thereafter.

3.4 Alwington Boulevard Improvements. Alwington and Van Metre agree to design, pursue approval of such design, bond, permit, and construct the entire length

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of the Alwington Boulevard Improvements. Such improvements shall be completed through base paving and open to traffic, but not necessarily accepted for maintenance by the Town, prior to issuance of the first certificate of occupancy for any homes or buildings constructed on the Arrington Annexation Property.

3.5. Payment of Proffered Amounts. The Rezoning is subject to reasonable proffers voluntarily submitted and agreed to by Alwington and Van Metre including cash proffers for schools, public safety and parks and recreation facilities specifically attributable to impacts created by the new development. The Parties agree and consent to the payment of those proffered amounts subsequent to any Annexation provided herein as follows:

3.5.1. Brumfield Elementary School Entrance. If Proffer 19.B(b) applies, the cash in lieu of constructing the entrance shall be payable to Fauquier County.

3.5.2. Schools. Proffer 19 associated with the Rezoning shall remain in effect and due and payable according to its terms to Fauquier County for Taylor Middle School.

3.5.3. Emergency Services. Proffer 12 associated with the Rezoning shall remain in effect and due and payable according to its terms to Fauquier County for the benefit of the Annexation Area.

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3.5.4. Parks and Recreation. Proffer 9 associated with the Rezoning shall remain in effect and due and payable according to its terms to the Town of Warrenton.

SECTION 4. COMMISSION AND SPECIAL COURT APPROVAL

4.1. Commission on Local Government Review. The Parties agree to promptly undertake the steps necessary as required by Title 15.2, Chapter 34 of the Code to proceed with this Voluntary Settlement Agreement or other appropriate joint proceeding required to expedite the review of this Agreement by the Commission. The Additional Annexation Area Property Owners may, at their election, participate in those proceedings. The County Board of Supervisors and the Town Council shall cooperate in the scheduling and conduct of any hearings that may be required in order to facilitate and advance this Agreement and the Annexation, either in their separate jurisdictions, or with the Commission.

4.2. Special Court Approval. Following the issuance of the report of findings and recommendations by the Commission according to law, the County Board of Supervisors and the Town Council agree that they will each take all steps necessary, and will expeditiously submit this Agreement in its approved form to the Special Court for affirmation and validation, and to give it full force and effect, as required by Title 15.2, Chapter 34 of the Code.

4.3. Termination for Failure to Affirm and Validate and Give Full Force and Effect to This Agreement. The County Board of Supervisors and the Town Council

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agree that if this Agreement is not affirmed, validated, and given full force and effect by the Special Court without modification, this Agreement shall immediately terminate; provided that the County Board of Supervisors and the Town Council may waive termination under this provision by mutually agreeing to any modifications recommended by the Commission or the Special Court.

SECTION 5. AUTHORITY.

The Town Council has authorized the execution and implementation of this Agreement by resolution, a copy of which is attached hereto as Exhibit D. The County Board of Supervisors has authorized the execution and implementation of this Agreement by resolution, a copy of which is attached hereto as Exhibit E.

The lawful consent or concurrence to this Agreement by Alwington and Van Metre is attached hereto and incorporated herein by references as Exhibits F and G, respectively.

SECTION 6. FURTHER REQUIREMENTS.

6.1. The County Board of Supervisors, the Town Council, Alwington, and Van Metre agree to perform such other and further requirements as may be necessary to effectuate fully this Agreement and the terms and conditions hereof. Each of the aforesaid further agrees that it shall expeditiously perform those duties and obligations that may be imposed on it by the terms of this Agreement, including, but not limited to, the preparation and submission of necessary materials required for

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submitting and processing an application to the Commission as provided herein, or as requested by the Commission or its staff.

6.2. The County Board of Supervisors, Town Council, Alwington, and Van Metre understand and agree that all reasonable costs associated with this Agreement shall be borne by the party incurring such costs. “Reasonable costs” shall include preparation of this Agreement and the Survey as well as such other materials as may be required or requested to be provided by the Commission.

SECTION 7. MISCELLANEOUS PROVISIONS

7.1. Binding Effect. This Agreement contains the final and entire agreement between the Parties with respect to this Annexation and is intended to be an integration of all prior understandings. It shall be binding upon and inure to the benefit of the Parties, and each of the future governing bodies of the Town and the County, and upon any heirs, successors, or assigns to or of any owner of property within the Annexation Area.

7.2. Amendments. This Agreement may be amended, modified, or supplemented in whole or in part, by mutual agreement of the Parties, prior to affirmation by the Special Court, by a written document of equal formality and dignity, duly executed by the authorized representatives of the Parties.

7.3. Enforceability. This Agreement shall be enforceable only by the Special Court affirming, validating, and giving full force and effect to this Agreement or by a successor Special Court appointed to pursuant to Title 15.2, Chapter 30 of the Code,

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pursuant to a declaratory judgment action initiated by any of the Parties hereto to secure the performance of any provisions, covenants, conditions and terms contained in this Agreement or the Order affirming, validating, and giving full force and effect to this Agreement.

7.4. Standing. The Parties agree that each shall and does have standing to enforce any of the provisions, covenants, conditions, and terms of this Agreement.

IN CONSIDERATION of the foregoing, the authorized representatives of the Parties have executed this Agreement as of the date and year first herein written.

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Item G.

TOWN OF WARRENTON

By: _____
Carter Nevill
Mayor

Approved as to Form:

Town Attorney

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Item G.

FAUQUIER COUNTY, VIRGINIA

By: _____
Chair, Fauquier County Board of Supervisors

Approved as to Form:

County Attorney

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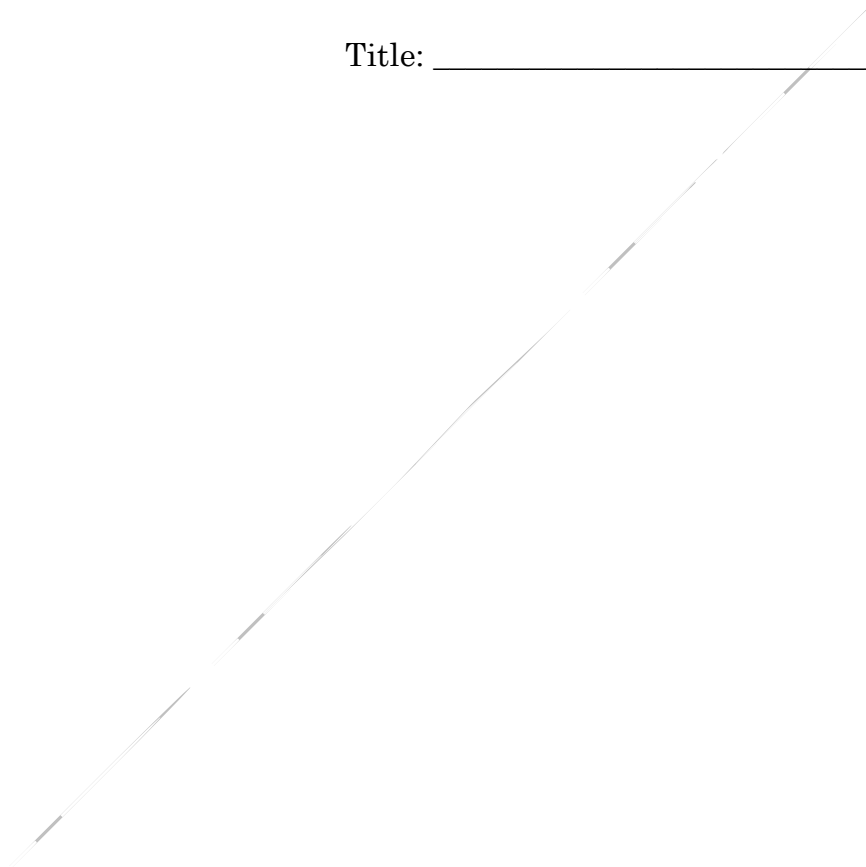
Item G.

VAN METRE COMMUNITIES, L.L.C., a
Virginia limited liability company,

By: VMC Homes, Inc., its manager

By: _____

Title: _____



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Item G.

ALWINGTON FARM LLC,
a Virginia limited liability company

By: _____

Title: _____



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Item G.

ALWINGTON FARM DEVELOPERS, L.L.C.,
A Virginia limited liability company

By: _____

Title: _____



LIST OF EXHIBITS

- EXHIBIT - A METES & BOUNDS DESCRIPTION OF THE ANNEXATION AREA
- EXHIBIT - B GRAPHIC DEPICTION OF ANNEXATION AREA
- EXHIBIT - C ARRINGTON ANNEXATION PROPERTY REZONING DOCUMENTS
- EXHIBIT - D RESOLUTION OF TOWN COUNCIL
- EXHIBIT - E RESOLUTION OF COUNTY BOARD OF SUPERVISORS
- EXHIBIT - F CONSENT BY ALWINGTON
- EXHIBIT - G CONSENT AND CONCURRENCE BY VAN METRE

March 25, 2023
Town Council

**A PROCLAMATION RECOGNIZING MARCH 2023
AS YOUTH ART MONTH IN THE TOWN OF WARRENTON, VIRGINIA**

WHEREAS, The study of art leads to a fuller, more meaningful life; and

WHEREAS, Art education provides substantial educational benefits to all elementary, middle and secondary students; and

WHEREAS, Art education develops students' creative potential and improves problem-solving and critical thinking skills by reinforcing and bringing to life what students learn in other subjects; and

WHEREAS, Art education teaches sensitivity to beauty, order and other expressive qualities, and also gives students a deeper understanding of multi-cultural values and beliefs; and

WHEREAS, Art education advances student mastery in art production, art history, art criticism and aesthetics; and

WHEREAS, The National Art Education Association, in conjunction with the Virginia Art Education Association strives to improve the well-being of our communities by upgrading visual awareness of the cultural strengths of Warrenton, Virginia; and

WHEREAS, The residents of our town have joined the Art Education Associations in supporting the youth of our community in their intellectual development through artistic endeavors, and offering support to our committed art teachers; and

WHEREAS, All residents are urged to give their full support to quality school arts programs for our youth; and

WHEREAS, The residents of our town have joined the Art Education Associations in supporting the youth of our community in their intellectual development through artistic endeavors, and offering support to our committed art teachers; and

NOW, THEREFORE, BE IT PROCLAIMED by the Town Council of the Town of Warrenton this 25th day of March 2023, that March 2023 is hereby recognized as Youth Art Month.

(seal)

H. E. Carter Nevill
Mayor
Town of Warrenton

A PROCLAMATION RECOGNIZING VIRGINIA GERRISH FOR HER DEDICATION AND SERVICE TO THE TOWN OF WARRENTON, VIRGINIA

WHEREAS, the Architectural Review Board of the Town of Warrenton is the legislative body charged, under the laws of the Commonwealth of Virginia and the Zoning Ordinance, to decide on applications to preserve the character of the Historic District of the Town of Warrenton, decisions of the Board are supported by the Historic District Design Guidelines, which provide a framework for consistent decision making by elaborating upon the Zoning Ordinance’s goal to identify, protect, and preserve the historic character of the Historic District and every resource within its boundaries; and

WHEREAS, Virginia Gerrish was appointed to the Warrenton Architectural Review Board in August of 2018; and

WHEREAS, Ms. Gerrish helped shape the meetings of the ARB as the Vice Chair, a position to which she was appointed in 2023; and

WHEREAS, Ms. Gerrish, as an integral member of the ARB highlighted that the board has done quite a bit to improve the quality of the review process and enhance its relationship with the Town and has worked to provide fair and appropriate reviews of projects, particularly for the Town’s small businesses within the Historic District; and

WHEREAS, Ms. Gerrish’s contribution to the development and adoption of the updated Town of Warrenton Guide to Historic Resources and Guidelines in 2022 was a crowning achievement in her tenure with the ARB; and

WHEREAS, Ms. Gerrish’s desire to serve her community shows in her tireless dedication to illuminating and preserving the historic character of Warrenton’s Historic District as a whole; and

WHEREAS, Ms. Gerrish’s foundational education in the field of Historic Preservation has served as an invaluable asset to the community within the Historic District and beyond; and

WHEREAS, Ms. Gerrish’s six years as a member and as Vice Chair of the ARB has now come to an end, but her positive, physical impact to ensure the maintenance of Warrenton’s historic integrity will continue to be experienced throughout the Historic District for future generations to come, just as any Preservation-minded individual would have it.

NOW, THEREFORE BE IT PROCLAIMED that the Mayor of the Town of Warrenton hereby recognizes and deeply appreciates the contributions of Virginia Gerrish for her dedication and service to the Town of Warrenton, Virginia, and its Citizens. May Ms. Gerrish leave with a full heart knowing her actions have lead to a better Town.

H. E. Carter Nevill
Mayor Town of Warrenton

**A PROCLAMATION RECOGNIZING LAURA BARTEE FOR HER DEDICATION AND SERVICE
TO THE TOWN OF WARRENTON, VIRGINIA**

WHEREAS, the Architectural Review Board of the Town of Warrenton is the legislative body charged, under the laws of the Commonwealth of Virginia and the Zoning Ordinance, to decide on applications to preserve the character of the Historic District of the Town of Warrenton, decisions of the Board are supported by the Historic District Design Guidelines, which provide a framework for consistent decision making by elaborating upon the Zoning Ordinance’s goal to identify, protect, and preserve the historic character of the Historic District and every resource within its boundaries; and

WHEREAS, Laura Bartee was appointed to the Warrenton Architectural Review Board in February of 2017 to fill an unexpired term and was reappointed in 2018 and 2021; and

WHEREAS, Ms. Bartee served as the Vice Chair of the ARB in 2018 and was appointed as the Chair in 2024 to conduct meetings with knowledge and dedication bringing an architect’s eye to the projects before the board; and

WHEREAS, Ms. Bartee was known for her outstanding contributions of local knowledge, understanding, and guidance to reach better outcomes for a myriad of projects within the Historic District; and

WHEREAS, Ms. Bartee can be proud of the work she has done during her tenure, especially the efforts to establish the updated historic guidelines; and

WHEREAS, Ms. Bartee’s desire to serve this community showed her empathy, fairness, and sense of duty to the Town and to the ARB through countless projects and productive discussions over the years; and

NOW, THEREFORE BE IT PROCLAIMED that the Mayor of the Town of Warrenton hereby recognizes and deeply appreciates the contributions of Ms. Laura Bartee for her dedication and service to the Architectural Review Board, the Town of Warrenton, Virginia, and its Citizens. May she continue to drive around town and see the work that she helped shape stand through time into history.

H. E. Carter Nevill
Mayor Town of Warrenton



COMMUNITY DEVELOPMENT STAFF REPORT

Council Meeting Date:	March 12, 2024
Agenda Title:	Amendment to FY24 Budget for DEQ SLPP Grant
Requested Action:	Hold Public Hearing to Amend FY24 Budget
Department / Agency Lead:	Community Development
Staff Lead:	Denise M. Harris, AICP

EXECUTIVE SUMMARY

The Code of Virginia §15.2-2507 requires a public hearing when a proposed budget amendment exceeds 1% of the adopted Fiscal Year (FY) budget. The Virginia Department of Environmental Quality (DEQ) authorized and reserved \$750,000 in American Rescue Plan Act (ARPA) funding for the Town of Warrenton through the Septic Local Partners Program (SLPP). The resolution before Town Council amends the FY24 budget to appropriate the monies for the SLPP grant. On February 13, 2024, the Town Council authorized the Town Manager to sign a grant agreement, which must be executed by the Town and DEQ by March 31, 2024.

BACKGROUND

The Town applied in 2022 for the Virginia Department of Environmental Quality (DEQ) grant utilizing American Rescue Plan Act (ARPA) funds. In 2023, DEQ authorized and reserved \$750,000 from the Septic Local Partners Program (SLPP) for qualified in-town residents to connect their septic to existing sewer lines. DEQ approved a Design Agreement in October, 2023, allowing for first come, first serve qualified property owners to be reimbursed for connecting to the Town’s sewer system. This grant must be executed by the Town and DEQ by March 31, 2024, with 50% of the funds distributed by December 31, 2025. Final grant completion by December, 2026. The Town selected an engineering firm with septic experience, RK&K, under the ARPA requirements procurement process to help the Town administrator the program.

It is anticipated after the grant agreement is executed that RK&K will work with Town staff to develop a strategy to fully communicate to the Town residents about this opportunity. Once the notice(s) has been provided, qualified private property owners will be able to participate in the program on a first come, first serve basis until the funding is fully obligated. Property owners on an existing sewer line that are under the income limit will be eligible for 100% reimbursement of eligible costs up to \$40,000, while qualified property owners above the income limit will be eligible to be reimbursed 50% up to \$20,000. Per DEQ, the median income limits are defined by the US Department of Housing and Urban Development <https://www.huduser.gov/Portal/datasets/il.html>.

STAFF RECOMMENDATION

Hold a public hearing and amend the FY24 budget to allocate the Virginia Department of Environmental Quality Septic Local Partner Program grant to implement the Septic Local Partner Program.

Service Level/Collaborative Impact

The grant will enable private property owners to connect to the Town’s sewer and increase the utility level of service for its residents.

Policy Direction/Warrenton Plan 2040

Plan Warrenton 2040 policy CF-4.8 states to *“Explore resources to help property owners and promote connection to public water and sewer within the Town boundaries.”*

Fiscal Impact

The DEQ reimbursable grant covers cost, in-full or in-part depending on individual qualifications, of connections, tap fees, and associated Town administrative costs.

Legal Impact

N/A

ATTACHMENTS

1. Draft Resolution

March 12, 2024
Town Council
Regular Meeting
Res. No.

A RESOLUTION TO AMEND THE FISCAL YEAR 2024 ADOPTED BUDGET TO APPROPRIATE SEPTIC LOCAL PARTNERS PROGRAM (SLPP) GRANT FUNDING FROM THE VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, the Warrenton Town Council is charged by the Code of Virginia with the preparation of an annual budget for the Town of Warrenton; and

WHEREAS, on June 13, 2023, the Town Council adopted the Town of Warrenton Fiscal Year 2024 Budget; and

WHEREAS, during the fiscal year, certain events occur that necessitate amending the budget; and

WHEREAS, the Virginia Department of Environmental Quality authorized and reserved a reimbursable Septic Local Partners Program (SLPP) grant to the Town the amount of \$750,000 to administer septic assistance utilizing the American Rescue Plan Act (ARPA) funds; and

WHEREAS, the Virginia Department of Environmental Quality approved a Program Design that allows for qualified, first come-first serve property owners to participate through a reimbursement based on income guidelines on October 26, 2023; and

WHEREAS, the Town Council authorized by Resolution on February 13, 2024, the Town Manager to sign the grant agreement with the Virginia Department of Environmental Quality; and

WHEREAS, the Town Council held a public hearing on March 12, 2024, to amend the Fiscal Year 2024 Adopted Budget to appropriate the \$750,000 reimbursable grant; and

WHEREAS, the grant agreement must be executed by March 31, 2024, with 50% of the grant amount disbursed by December 31, 2025, and the grant completed in 2026; and

NOW, THEREFORE, BE IT RESOLVED this 12th day of March 2024 that the Warrenton Town Council Hereby amends the Fiscal Year 2024 Adopted Budget to appropriate \$750,000 in reimbursable grant funding from the Virginia Department of Environmental Quality.

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

For Information:

Budget Manager

ATTEST: _____
Town Recorder

A RESOLUTION TO AUTHORIZE THE TOWN MANAGER TO SIGN A VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY REIMBURSABLE GRANT AGREEMENT FOR A SEPTIC LOCAL PARTNERS PROGRAM

WHEREAS, the Town Septic Remediation Committee has met since 2021 to identify and map in-town properties located on private septic systems; and

WHEREAS, the Septic Remediation Committee held a public workshop on December 7, 2021 to request property owners participate in surveys regarding septic, income limits, and property conditions, and willingness to participate; and

WHEREAS, the Septic Remediation Committee identified approximately 150 properties with varying age and conditions of septic systems across all five wards in town; and

WHEREAS, the Town Septic Remediation Committee and staff identified a grant opportunity to help in-town property owners on septic to connect to the Town's public sewer and that did not require a match of local funds; and

WHEREAS, the Virginia Department of Environmental Quality authorized and reserved a reimbursable Septic Local Partners Program grant to the Town the amount of \$750,000.00 to administer septic assistance utilizing the American Rescue Plan Act (ARPA) funds; and

WHEREAS, the Virginia Department of Environmental Quality approved a Program Design that allows for qualified, first come-first serve property owners to participate through a reimbursement based on income guidelines on October 26, 2023; and

WHEREAS, the grant agreement must be executed by March 31, 2024, with 50% of the grant amount disbursed by December 31, 2025, and the grant completed in 2026; and

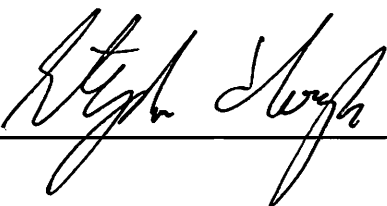
NOW, THEREFORE BE IT RESOLVED, that the Warrenton Town Council Hereby Authorizes the Town Manager to sign a grant agreement with the Virginia Department of Environmental Quality for the Septic Local Partner Program for In-Town Properties for \$750,000.00 in reimbursable grant revenue to implement the Septic Local Partner Program grant.

Votes:

Ayes: Ms. Heather Sutphin; Mr. William Semple; Mr. Brett Hamby; Mr. James Hartman, Vice Mayor; Mr. Eric Gagnon; Mr. Paul Mooney; Mr. David McGuire

Nays:

ATTEST: _____
Town Recorder





Office of the Town Manager
Frank Cassidy

Warrenton Town Council

Carter Nevill, Mayor
Heather Sutphin, Ward 1
William Semple, Ward 2
Brett Hamby, Ward 3
James Hartman, Ward 4 Vice Mayor
Eric Gagnon, Ward 5
Paul Mooney, At Large
David McGuire, At Large

Item a.

STAFF REPORT

Council Meeting Date:	March 12 th , 2024
Agenda Title:	Planning Commission Annual Report
Requested Action:	Receive the information
Department / Agency Lead:	Planning Commission
Staff Lead:	Denise Harris

EXECUTIVE SUMMARY

The 2023 Planning Commission Annual Report was accepted at the February 20, 2023, Planning Commission Regular Meeting and is presented to Town Council.

BACKGROUND

The 2023 Planning Commission Annual Report as required by the Virginia State Code is presented “to the governing body concerning the operation of the commission and the status of planning within its jurisdiction.” Previous Planning Commission annual reports are available on the Town’s website.

STAFF RECOMMENDATION

Receive the information from the Planning Commission.

Service Level/Collaborative Impact

The Planning Commission promotes the orderly development of the locality and its environs.

Policy Direction/Warrenton Plan 2040

The Planning Commission serves primarily in an advisory capacity to the governing bodies on land use related policies, regulations, and applications.

Fiscal Impact

No additional Fiscal impact is expected at this time.

Legal Impact

N/A

No additional Legal impact is expected at this time.

ATTACHMENTS

- 1. 2023 Planning Commission Annual Report



PLANNING COMMISSION

Annual Report

2023



PLANNING COMMISSION MEMBERS

Item a.



Left-to-right: Darine Barbour, Steve Ainsworth, James Lawrence, Ryan Stewart, & Terrance Lasher

James Lawrence, Chair

Serving Since 2018

Ryan Stewart, Vice Chair

Serving Since 2017

Steve Ainsworth, Secretary

Serving Since 2021

Darine Barbour

Serving Since 2023

Terrance Lasher

Serving Since 2023

7
Public Hearings

9
Work Sessions

MEETING HIGHLIGHTS

Item a.

JANUARY

Code of Virginia Annual Report

FEBRUARY

SUP 2006-08 Chick Fil A Amendment **WORK SESSION**
Certified Planning Commissioner Training

APRIL

SUP 2023-01 St. John Catholic Church **WORK SESSION**

MAY

SUP 2006-08 Chick Fil A Amendment **PUBLIC HEARING**
SUP 2023-01 St. John Catholic Church **PUBLIC HEARING**

JUNE

SUP 2023-01 St. John Catholic Church **PUBLIC HEARING**

AUGUST

ZOTA 2023-02 Assembly Uses in the Industrial District
WORK SESSION

SEPTEMBER

SUP Amendment to SUP #10-04 Wal-Mart **WORK SESSION**
ZOTA 2023-02 Assembly Uses in the Industrial District
WORK SESSION

OCTOBER- MEETING CANCELLED AS TOWN HALL CLOSED

SUP Amendment to SUP #10-04 Wal-Mart **PUBLIC HEARING**
ZOTA 2023-02 Assembly Uses in the Industrial District
PUBLIC HEARING
ZOTA 2023-01 Reduce the Setback Requirement for Telecommunication Towers in the PSP (Public Semi Public) Zoning District **WORK SESSION**

NOVEMBER

SUP Amendment to SUP #10-04 Wal-Mart **PUBLIC HEARING**
ZOTA 2023-02 Assembly Uses in the Industrial District
PUBLIC HEARING
ZOTA 2023-01 Reduce the Setback Requirement for Telecommunication Towers in the PSP (Public Semi Public) Zoning District **WORK SESSION**
SUP 2023-03 226 E. Lee Street Accessory Dwelling Unit (ADU) **WORK SESSION**

DECEMBER

ZOTA 2023-01 Reduce the Setback Requirement for Telecommunication Towers in the PSP (Public Semi Public) Zoning District **PUBLIC HEARING**
SUP 2023-03 226 E. Lee Street Accessory Dwelling Unit (ADU) **PUBLIC HEARING**

LEGEND

ZOTA | Zoning Text Amendment SUP | Special Use Permit

2023 Planning Commission Goals

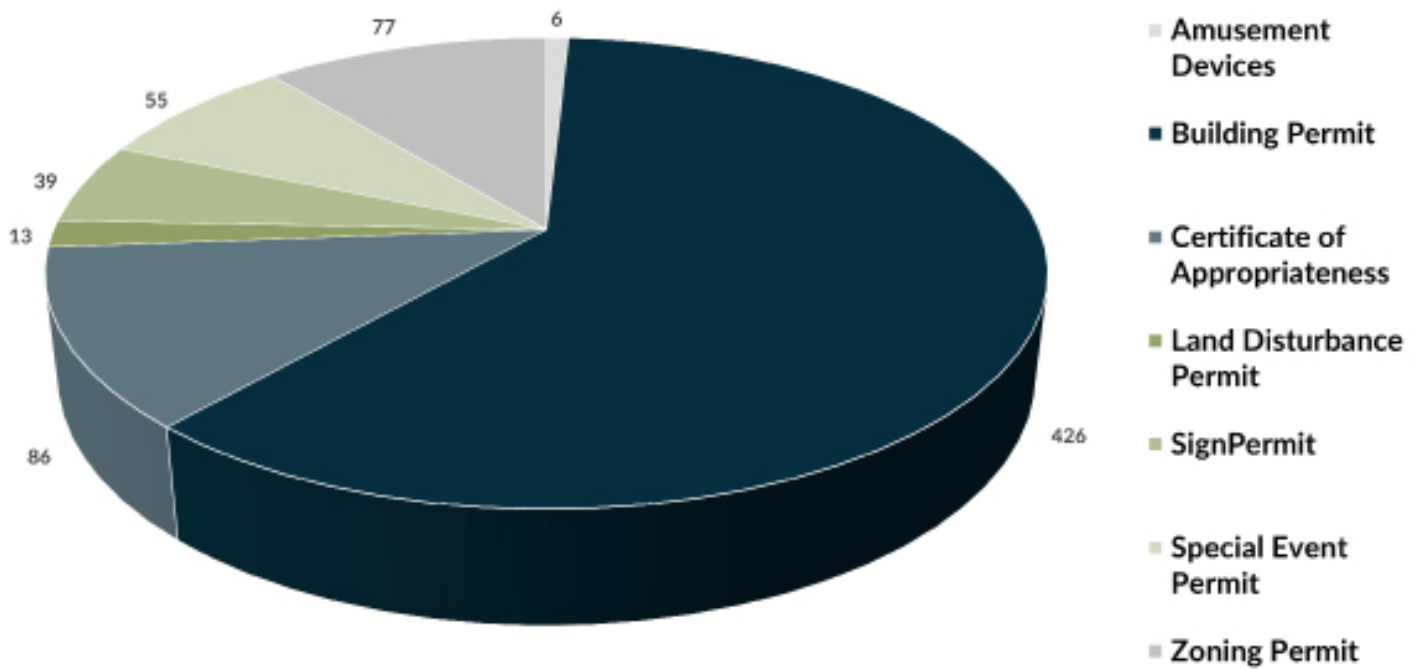
- Provide the Town Council with recommendations on land use applications, policies, and plans that will result in balanced, equitable, orderly growth.
- Ensure recommendations are well informed and legally defensible.
- Be transparent and open to the public on all matters related to land use.
- Base recommendations on the adopted policy and plans that set forth the vision for the Town.
- Develop a best practice process for the adoption of the Capital Improvement Program.
- Be engaged and informed on the Comprehensive Plan goals in reviewing current land use applications.
- Continue to examine and attend training seminars, as permitted under current Health Advisory.
- Collaborate with adjacent Planning Commissions, as permitted under current Health Advisory.
- Perform site visits, as appropriate, for land use applications.
- Be engaged and informed on the activities of the Architectural Review Board.
- Learn from the success stories of other jurisdictions that are applicable to Warrenton.

PERMIT PROCESSING

Item a.

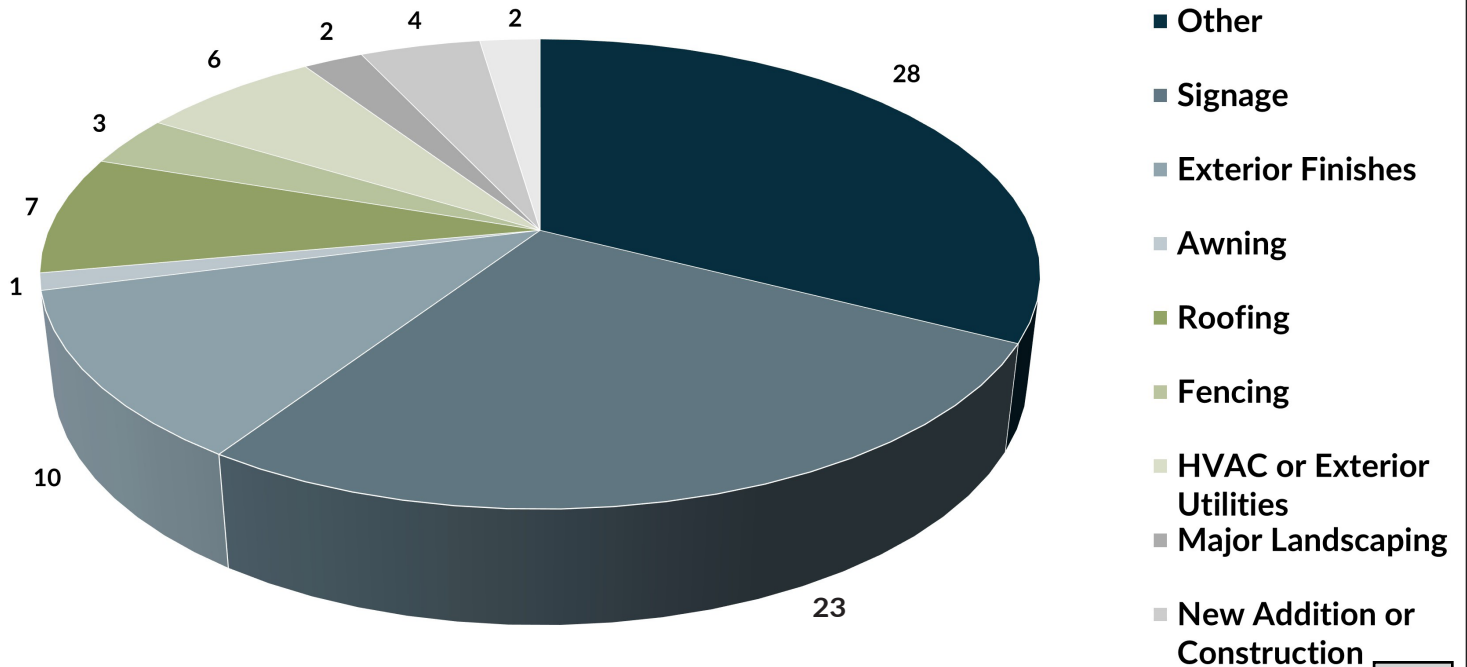
2023 Permit Applications

702 TOTAL



2023 Certificates of Appropriateness

86 TOTAL



160

PLANNING COMMISSIONER CERTIFIED TRAINING

Item a.

A key goal of the Planning Commission is to receive ongoing training in Virginia land use laws and Town of Warrenton regulations. In 2023 this included a customized workshop conducted by Dr. Michael Chandler who served as Director of Education for the Land Use education Program at Virginia Tech where he conducted the award-winning Certified Planning Commissioner training for almost 30 years. Topics covered included:

- The Role of the Planning Commission
- Planning Commission Powers & Duties
- Effectiveness and Leadership
- Planning Commission Ethics
- Deliberation and Decision Making
- Comprehensive Plan Implementation





PLAN WARRENTON 2040 IMPLEMENTATION

Two of the metrics in the Historic Resources of the comprehensive plan continued to make forward progress when the Town was awarded a grant from the Virginia Department of Historic Resources to survey structures located within the Town's local historic district, yet outside the National Register of Historic Places. A public meeting was held to inform property owners and the survey was conducted in the summer of 2023. During the fall, an updated nomination was submitted to the state and ultimately the National Park Service in an effort to successfully match the local and national historic district boundaries. If successful, this will result in local property owners being eligible for state and federal rehabilitation tax credits.

21 Main Street

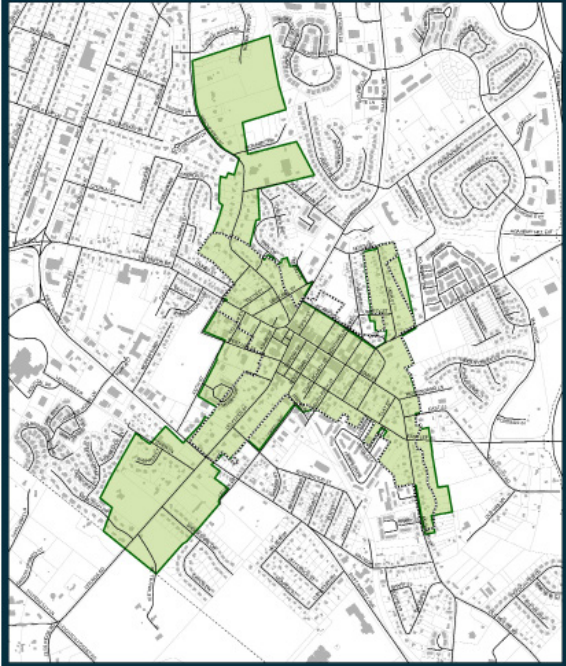
Construction Date: 1957	Historic Use: Architectural/Community Planning, Commerce/Trade
Historic Names: Commercial, 21 Main Street (Function/Location), The People's National Bank of Warrenton (Historic)	
History: 21 Main Street first appears as a "bank" in the 1915 Sanborn map but was likely constructed ca. 1903. The building was originally listed as a grocer in 1903 than a furniture store by 1908 before it became The People's National Bank of Warrenton. Based on aerial photographs and a site visit, the original building now sits within and behind the buildings that are visible from Main Street. Kirby's Downtown Store was once located where the left expansion currently sits. Kirby's was established in the previous building in the 1950s and remained until the building was demolished in 1974. The current building was not constructed until the 1980s. The original building on the corner of First and Main likely constructed ca. 1855 removed in the late 1940s for the current late 1957 corner building. This 1-1/2 story Georgian Revival brick bank (designed by architect Washington Reed) has a 1980s 3 story contemporary office building addition on the west side. Although the building does not possess sufficient architectural or historical significance to qualify for individual listing in the National Register, it is a contributing resource to the Warrenton Historic District under Criterion C for architecture.	

The original 21 Main Street after the facade collapsed during its removal, Sept. 1974. Image from the Warrenton, Virginia book by Toler, Shepherd, & Power.

The original building facade (right third) in the early 1900s before they were removed or altered for the current building.

TOWN OF WARRENTON Local & National Historic District



Legend

- Local Historic District
- Parcel
- National Register District
- Building
- Street
- Town of Warrenton Boundary

October 26, 2021
Source: Town of Warrenton & Franklin County
0 500 1,000 Feet



Town of Warrenton

Community Development Department
21 Main Street
Warrenton, VA 20186
(540) 347-1101



Office of the Town Manager
Frank Cassidy

Warrenton Town Council

Carter Nevill, Mayor
Heather Sutphin, Ward 1
William Semple, Ward 2
Brett Hamby, Ward 3
James Hartman, Ward 4 Vice Mayor
Eric Gagnon, Ward 5
Paul Mooney, At Large
David McGuire, At Large

Item b.

STAFF REPORT

Council Meeting Date:	March 12 th , 2024
Agenda Title:	Initiation to create a stand-alone Erosion and Stormwater Management Ordinance
Requested Action:	Initiate the creation of a standalone Erosion and Stormwater Management Ordinance
Department / Agency Lead:	Public Utilities
Staff Lead:	Steven Friend, Director of Public Utilities

EXECUTIVE SUMMARY

The Virginia Erosion & Sedimentation Control and Stormwater Management Regulation (9VAC25-875) updates included consolidation requirements of the Erosion and Sediment Control Regulations (9VAC25-850); Erosion and Sediment Control and Stormwater Certification Regulations (9VAC25-850); and Virginia Stormwater Management Program Regulation (9VAC25-870) into one chapter of the Virginia Administrative Code. The new Town of Warrenton’s Virginia Erosion & Sedimentation and Stormwater Regulations will be named the “Erosion and Stormwater Management Ordinance” and is slated to take effect July 1, 2024.

BACKGROUND

Storm water management is the collection and use of storm water to protect the environment by preventing unregulated and potentially harmful pollutants from entering the Town’s waterways. Pollutants include silt, dirt, trash and other contaminants. Storm Water Management also reduces the nutrient loading in the streams which can disrupt the natural ecology of the waterways and could harm aquatic plant life and animal life.

The current Storm Water Ordinance is included in the Zoning / Planning Ordinances as articles 4 & 5. The “Consolidation Bill” required the combination of the three chapters; the new regulation clarifies program requirements, eliminate redundancies, and corrects inconsistencies between the stormwater management and erosion control regulations. Our current ordinance administers the Virginia Erosion and Sediment Control Program and the Virginia Stormwater Management Program separately within the Town’s Zoning Ordinance. A new erosion and stormwater ordinance is being produced to address the new combined Erosion and Stormwater Regulations as required per state code. The new Town of Warrenton’s Virginia Erosion & Erosion and Stormwater Regulations (Erosion and Stormwater Management Ordinance) will be effective July 1, 2024.

STAFF RECOMMENDATION

Staff recommends initiating the creation of the standalone document. A separate initiation will be pursued to strike the language from the Town of Warrenton’s Zoning Ordinance.

Service Level/Collaborative Impact

Adoption of the ordinance will bolster the vision of Plan Warrenton 2040 by helping to preserve the visual aesthetics and protect environmentally sensitive areas from unregulated / unmonitored runoff related to new and existing construction. This will have a collaborative impact on the Public Utilities Department, Community Development Department, and Public Works departments.

Policy Direction/Warrenton Plan 2040

Plan Warrenton 2040 seeks to preserve, enhance, and protect the environmental, scenic, and natural quality of the Town. The proposed Erosion and Stormwater Management Ordinance ensures all construction activities are properly regulated and maintained and limit pollution and enhance water quality through proper Stormwater Management practices. It directly relates to Community Facilities Goal of:

CF-4: Ensure healthy, safe, adequate water and wastewater services.

Fiscal Impact

None identified at this time.

Legal Impact

None identified at this time.

ATTACHMENTS

- 1. Working draft of the Erosion and Stormwater Management Ordinance for consideration at the April Town Council Meeting.

March 12th, 2024
Town Council
Regular Meeting

A RESOLUTION DIRECTING TOWN STAFF TO INITIATE AN ORDINANCE CHANGE FOR THE STORM WATER MANAGEMENT ORDINANCE

WHEREAS, the current Storm Water Ordinance is included in the Zoning / Planning Ordinances as articles 4 & 5; and

WHEREAS, updates to the Virginia Erosion & Sedimentation Control and Stormwater Management Regulation (9VAC25-875) included consolidation requirements of the Erosion and Sediment Control Regulations (9VAC25-850); Erosion and Sediment Control and Stormwater Certification Regulations (9VAC25-850) and Virginia Stormwater Management Program Regulation (9VAC25-870) into one chapter of the Virginia Administrative Code; and

WHEREAS, State Law requires the combination of the three chapters; the new regulation clarifies program requirements, eliminate redundancies, and corrects inconsistencies between the stormwater management and erosion control regulations; and

WHEREAS, a new erosion and stormwater ordinance is being produced to be known as the “Erosion and Stormwater Management Ordinance” to address the new combined Erosion and Stormwater Regulations as required per state code to take effect July 1, 2024;

NOW, THEREFORE, BE IT RESOLVED that the Warrenton Town Council hereby directs Town staff to initiate the Stormwater Management Ordinance and advertise the public hearing for the April 9th, 2024, Regular Town Council Meeting.

ATTACHMENT:

- Votes:
- Ayes:
- Nays:
- Absent from Meeting:

For Information:
Town Manager

ATTEST: _____
Town Recorder



Office of the Town Manager
Frank Cassidy

Warrenton Town Council

Carter Nevill, Mayor
Heather Sutphin, Ward 1
William Semple, Ward 2
Brett Hamby, Ward 3
James Hartman, Ward 4 Vice Mayor
Eric Gagnon, Ward 5
Paul Mooney, At Large
David McGuire, At Large

Item a.

STAFF REPORT

Council Meeting Date:	March 12 th , 2024.
Agenda Title:	Mr. Gagnon’s Resolutions
Requested Action:	Consider the proposed Resolutions
Department / Agency Lead:	Town Council, Mr. Eric Gagnon
Staff Lead:	None.

EXECUTIVE SUMMARY

Mr. Gagnon to present two Resolutions for consideration by the Council. The two Resolutions were updated and added on Friday, March 8th, 2024. The Two Resolutions marked Final are what Mr. Gagnon has proposed for consideration at the March 12th, 2204, meeting.

BACKGROUND

At the February 13th, 2024, Town Council Regular Meeting Mr. Gagnon proposed two resolutions. Those resolutions were discussed in closed session. After the closed session, a motion was made by Mr. Mooney to table the discussion until the next Town Council Meeting. That motion was seconded by Mr. McGuire. The motion passed unanimously.

STAFF RECOMMENDATION

Staff has no recommendation at this time.

Service Level/Collaborative Impact

Town Manager met and discussed with Mr. Mooney, Awaiting further direction from Council.

Policy Direction/Warrenton Plan 2040

Town Manager met and discussed with Mr. Mooney, Awaiting further direction from Council.

Fiscal Impact

There is no expected fiscal impact at this time.

Legal Impact

The legal impact has been advised in Closed Session by the Town Attorney.

ATTACHMENTS

- 1.
- 2.
- 3.

February 13th, 2024
Town Council
Regular Meeting
Res. No.

A RESOLUTION RELATING TO AMAZON REDACTIONS

WHEREAS, Whereas the Town Council acknowledges and supports the spirit and intent of the Virginia Freedom of Information Act; and

WHEREAS, the VA FOIA law mandates *"The affairs of government are not intended to be conducted in an atmosphere of secrecy ... All public records... shall be presumed open, unless an exemption is properly invoked... The provisions of this chapter shall be liberally construed to promote an increased awareness by all persons of governmental activities and afford every opportunity to citizens to witness the operations of government. Any exemption from public access to records or meetings shall be narrowly construed and no record shall be withheld... unless specifically made exempt pursuant to this chapter or other specific provision of law."*; and

WHEREAS, Whereas the VA FOIA law does not mandate exclusions but instead expressly permits the local government, in its discretion, to release information and

NOW, THEREFORE, BE IT RESOLVED that the Warrenton Town Council hereby

- In applying VA FOIA law to redactions claimed by Amazon for its Site Development Plan, Town staff should give full weight to the above provisions in the FOIA law:
 - Amazon's claims for redactions are vague and broad and inadequately supported;
 - It is in the public interest—and it is consistent with VA FOIA law—to deny Amazon redactions relating to the noise-emitting equipment, a parking lot, landscaping outside the security fence, electrical lines and hook-ups, and stormwater management; and
 - Further, allowing Amazon's redactions would set an extremely problematic precedent for the future, giving all kinds of future applicants free rein to redact a wide range of information based on unsupported and inadequate information

ATTACHMENT: None

Votes:
Ayes:
Nays:
Absent from Meeting:

Adopted:

For Information:
Mr. Eric Gagnon, Councilmen, Ward 5

ATTEST: _____
Town Recorder

February 13th, 2024
Town Council
Regular Meeting
Res. No.

A RESOLUTION #2, RELATING TO INFORMATION ON POWER SUPPLY FOR THE AMAZON DATA CENTER

WHEREAS, Amazon has submitted a Site Development Plan (SDP) for a data center on Blackwell Road without any information on how power lines will be brought to the site or where a new substation will be built for the Amazon data center; and

WHEREAS, Amazon has redacted from the SDP information on electrical lines and hook-ups on the Blackwell site itself; and

NOW, THEREFORE, BE IT RESOLVED that the Warrenton Town Council hereby states prior to any action being taken to approve the Amazon SDP, the elected officials of the Town and the public are entitled to complete information on off-site and on-site electrical supply, routing, and siting. We advise the Town Manager and staff to require this information be provided prior to any approval of the SDP.

ATTACHMENT: None

Votes:

Ayes:

Nays:

Absent from Meeting:

Adopted:

For Information:

Mr. Eric Gagnon, Councilmen Ward 5

ATTEST: _____
Town Recorder

NEW 3/7/24

Town Council
Regular Meeting
Res. No.**RESOLUTION #1, RELATING TO REDACTIONS OF NOISE INFORMATION FROM THE AMAZON DATA CENTER SITE DEVELOPMENT PLAN**

WHEREAS, the Town Council acknowledges and supports the spirit and intent of the Virginia Freedom of Information Act (FOIA);

WHEREAS, FOIA law mandates "*The affairs of government are not intended to be conducted in an atmosphere of secrecy ... All public records... shall be presumed open, unless an exemption is properly invoked.... The provisions of this chapter shall be liberally construed to promote an increased awareness by all persons of governmental activities and afford every opportunity to citizens to witness the operations of government. Any exemption from public access to records or meetings shall be narrowly construed and no record shall be withheld... unless specifically made exempt pursuant to this chapter or other specific provision of law.*";

WHEREAS, FOIA law does not mandate exclusions (even for safety and security purposes) but instead expressly permits the local government, in its discretion, to release information and

WHEREAS, noise from generators and air chillers was a major public concern during the hearing process for the Amazon data center on Blackwell;

WHEREAS, citizens have provided invaluable information during the Amazon data center permit process, including exposing the invalidity of Amazon's first noise study, which Amazon withdrew as a result of citizen testimony;

WHEREAS, compliance with Warrenton's noise standards was never demonstrated by Amazon during the Special Use Permit process;

WHEREAS, the final Special Use Permit for Amazon requires, in condition #2, "The Applicant shall produce a Site Development Plan that delineates the external noise emitting equipment that is to be installed and activated at each phase of the building;

WHEREAS, Amazon failed to provide any noise information in SDP submittals 1 and 2, and provided only one page of noise information in SDP submittal 3, which was entirely redacted from public view;

WHEREAS, the potential for noise-emitting information on generators and air chillers to threaten safety and security is remote and implausible, *prima facie*;

WHEREAS, Amazon has failed to provide any evidence to support its assertion that providing noise information is a threat to safety and security;

WHEREAS, allowing Amazon's noise redactions would set an extremely problematic precedent for the future, giving future applicants free rein to redact a wide range of information based on unsupported and inadequate information;

WHEREAS, it is in the public interest—and it is consistent with VA FOIA law and for all the reasons stated above—to deny Amazon redactions relating to the noise-emitting equipment;

NOW, THEREFORE, BE IT RESOLVED::

• In applying FOIA law to noise redactions claimed by Amazon for its Site Development Plan, Town staff shall give full weight to the above provisions in the FOIA law:

• The Town Manager shall work with Town Staff to provide a rigorous review of the adequacy of the noise information submitted by Amazon to ensure complete and convincing information is provided as to the expected noise levels from generators and air chillers at various phases of operation, including full operation at maximum capacity.

ATTACHMENT: None

Votes:

Ayes:

Nays:

Absent from Meeting:

Adopted:

For Information:

Mr. Eric Gagnon, Councilman, Ward 5

ATTEST: _____
Town Recorder

Revised 3/8/24
Town Council
Regular Meeting
Res. No.

**A RESOLUTION #2, RELATING TO INFORMATION ON POWER SUPPLY
FOR THE AMAZON DATA CENTER**

WHEREAS, Amazon Web Services ("Amazon") has submitted a Site Development Plan (SDP) for a data center on Blackwell Road;

WHEREAS, the SDP contains no information on how power lines will be brought to the site or where a new substation will be built for the Amazon data center;

WHEREAS, Amazon and Dominion agreed and announced publicly in the Fall of 2022 that power would be provided to the Blackwell site via underground distribution lines, buried along Falmouth Street, Walker Drive, and Blackwell Road, to be paid for by Amazon, at the time the Amazon Special Use Permit was approved on February 14, 2023;

WHEREAS, the Town of Warrenton subsequently denied Dominion a permit for the Falmouth/Walker/Blackwell routing;

WHEREAS, Dominion then indicated in the summer of 2023 that it would work with Virginia Department of Transportation (VDOT) on a plan to use Route 29 right of way for the underground distribution line(s);

WHEREAS, at a meeting on 2/28/24, VDOT informed local citizens and the Chair of the Fauquier Board of Supervisors that Dominion has not pursued the Route 29 option since the fall of 2023; Dominion has not filed a request for resource sharing to start the process, and the Route 29 right of way is variable and may not physically be wide enough to accommodate a buried distribution line(s);

WHEREAS, Amazon and Dominion have not responded to questions or otherwise informed the Town or the public regarding electrical service routing and associated substation(s);

WHEREAS, the off-site location of electric power lines and substations are relevant to site development plan review because they potentially impact the community as in the same manner as traffic and roadway infrastructure;

WHEREAS, Amazon has redacted from the SDP information on electrical lines, transformers, and hook-ups on the Blackwell site itself;

WHEREAS, prior to any action being taken to approve the Amazon SDP, the elected officials of the Town and the public are entitled to complete information on off-site and on-site electrical supply, routing, and siting;

NOW, THEREFORE, BE IT RESOLVED

- The Warrenton Town Council directs the Town Manager and staff to require information regarding the provision of electrical service to Amazon by Dominion be provided to the staff and the public, including the plan for line routing and substation location and on-site electrical information on transformers and switching stations, prior to any approval of the SDP.

ATTACHMENT: None

Votes:

Ayes:

Nays:

Absent from Meeting:

Adopted:

For Information:

Mr. Eric Gagnon, Councilman, Ward 5

ATTEST: _____
Town Recorder



Office of the Town Manager
Frank Cassidy

Warrenton Town Council

Carter Nevill, Mayor
Heather Sutphin, Ward 1
William Semple, Ward 2
Brett Hamby, Ward 3
James Hartman, Ward 4 Vice Mayor
Eric Gagnon, Ward 5
Paul Mooney, At Large
David McGuire, At Large

Item b.

STAFF REPORT

Council Meeting Date:	March 12 th , 2024
Agenda Title:	Arrington Update
Requested Action:	Receive an update on the Arrington Project from the Town Attorney.
Department / Agency Lead:	Town Attorney
Staff Lead:	Martin Crim, Town Attorney.

EXECUTIVE SUMMARY

At the December 12th, 2023, Regular Town Council Meeting, a Resolution was passed in support of application for a Citizen initiated petition for an annexation or boundary line adjustment with Fauquier County. The Town Attorney, Martin Crim, will be providing an update on this matter.

This proposed draft is ready for preliminary approval by the two elected bodies pursuant to § 15.2-3400, Voluntary settlements among local governments.

The form of the motion that County staff is proposing for the Board of Supervisors' upcoming consent agenda will authorize the County Attorney to present jointly with the Town of Warrenton such Proposed Settlement Agreement to the Commission on Local Government, subject to any changes to the Agreement approved by the County Administrator and County Attorney, to initiate the boundary line adjustment process in Code of Virginia § 15.2-3400.

If both the County and the Town elected bodies authorize submission of the draft VSA to COLG, then, after COLG's report the VSA will come back to the Town and County for public hearing and approval by ordinance. If both bodies adopt ordinances approving the VSA, we will submit it to a special three-judge court for review and approval.

BACKGROUND

On November 12, 2015, the Fauquier County Board of Supervisors approved several applications related to the development of Arrington. These included a Comprehensive Plan Amendment (COMA-15-003473), Rezoning (REZN-15-003477), a Category 20 Special Exception to allow for a Sewer Treatment Facility, a Category 30 Special Exception to Waive the Requirement for Public Sewer (SPEX-15-003479), a Category 20 Special Exception for a Floodplain Crossing (SPEX-15-003481), and a Preliminary Plat (PREP-15-003482). Additionally, a Joint Planning and Water Service Agreement (Town of Warrenton, Fauquier County, and Applicants), which outlined the terms in which the Town of Warrenton would provide public water service to the project was executed.

The aforementioned approvals allowed the Arrington project to be primarily developed as an age-restricted community with an emphasis on preservation of natural open spaces and a compact traditional design form

which is compatible with the historic portions of Warrenton. The Planned Residential District (PRD) portions of the project were limited to 217 residential lots for active adult residents over the age of 55. The Arrington approvals also permit 10 rural residential lots, in the RA zoned portions of the property and one residential (R-1) lot. The Rezoning approval included a Proffer Statement, Concept Development Plan (CDP), and Code of Development (COD). The CDP and COD regulate the site design and development and ensure that the property is developed in conformance with the County's PRD regulations.

On August 8, 2018, the Board of Supervisors held a public hearing on REZN-19-011151, which was seeking to amend portions of the Arrington Proffer Statement associated with REZN-15-03477. No action was taken at the public hearing, and subsequently the application was placed on hold and then closed.

On February 10, 2022, the Board of Supervisors approved a Comprehensive Plan Amendment to add approximately 27.9 acres to the Warrenton Service District, changing the land use from Rural to Open Space/Park. The Comprehensive Plan Amendment restored the Warrenton Service District boundary to its location prior to approval of the Comprehensive Plan Amendment in 2015. Specifically, it allowed for a redesign of the wastewater treatment facility associated with the residential development to include a larger dispersal field area to better comply with regulatory recommendations and requirements. At the time of the request, the Applicant indicated that the change was not to support any additional density within Arrington or to be used for any habitable vertical improvements. Additionally, the Comprehensive Plan Amendment expanded the Urban Development Area (UDA) to include the 27.9 acres that were added back into the Warrenton Service District.

***Background taken from Fauquier County's staff report presented to the Board of Supervisors on November 9, 2023.**

STAFF RECOMMENDATION

Receive the update from the Town Attorney.

Service Level/Collaborative Impact

The Town Attorney is currently working with the County Attorney to finalize the Voluntary Settlement Agreement to clarify the terms by which the current County approvals would transfer should the Council of Local Government allow the Arrington Property to annex into the Town Limits of Warrenton.

Policy Direction/Warrenton Plan 2040

Fiscal Impact

Legal Impact

ATTACHMENTS

1. BOS Resolution for Consent Agenda
2. Draft Voluntary Settlement Agreement
3. Town Council Arrington Resolution

**DRAFT 2024 TOWN OF WARRENTON / FAUQUIER COUNTY
ANNEXATION
VOLUNTARY SETTLEMENT AGREEMENT**

THIS VOLUNTARY SETTLEMENT AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the TOWN COUNCIL OF THE OF WARRENTON, VIRGINIA, a Virginia municipal corporation and a body politic (hereinafter “the Town Council”), THE BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA (a political subdivision of the Commonwealth, hereinafter “the County Board of Supervisors”), ALWINGTON FARM, LLC (hereinafter “Alwington”), ALWINGTON FARM DEVELOPERS, L.L.C. and VAN METRE COMMUNITIES, LLC (together hereinafter “Van Metre”), (collectively referred to herein as the “Parties”).

RECITALS

R-1. WHEREAS, the Parties have reached this Agreement, pursuant to Title 15.2, Chapter 34, of the Code of Virginia, (i) providing for the annexation of certain territory of the County into the Town, and (ii) providing for the development of, and zoning of, the Annexation Area after approval of the proposed Annexation and

R-2. WHEREAS, Alwington is the owner of a certain tract of land containing approximately 234.08765 acres, as the same is more thoroughly identified below as the Arrington Annexation Property, which is a portion of an existing parcel of land, and

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R-3. WHEREAS, HD Development of Maryland Inc. (“HD”) is the owner of a tract of land containing approximately 0.7361 acres, as the same is more thoroughly identified below as the “HD Property”, and

R-4. WHEREAS, Padmaja and Srinivas Dasari (“Dasari”) are the owners of a tract of land containing approximately 1.1630 acres, as the same is more thoroughly identified below as the “Dasari Property,” and

R-5. WHEREAS, VABFT, LLC, (“VABFT”) is the owner of a tract of land containing approximately 4.3067 acres, as the same is more thoroughly identified below as the “VABFT Property,” and

R-6. WHEREAS, the School Board of Fauquier County (the “School Board”) is the owner of a tract of land containing 0.8105 acre, as the same is more thoroughly identified below as the “School Board Property,” and

R-7. WHEREAS, the County Board of Supervisors is the owner of certain portions of the Alwington Boulevard right-of-way as the same is more thoroughly identified below as the “County Right-of-Way,” and

R-8. WHEREAS, the County Board of Supervisors and the Town Council, after due consideration, have determined and agree that the boundary between the County and Town should be adjusted and relocated as identified herein, and that certain other matters should be resolved between the County Board of Supervisors and the Town Council, and

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R-9. WHEREAS, Van Metre desires to acquire and develop the Arrington Annexation Property owned by Alwington in a manner that is acceptable to the County Board of Supervisors and the Town Council, and

R-10. WHEREAS, on November 9, 2023, the Fauquier County Board of Supervisors approved a Rezoning of the Arrington Annexation Property as more specifically defined herein, that will permit its development in a manner that is acceptable to both the County Board of Supervisors and the Town Council, and the County Board of Supervisors and the Town Council have agreed that the conditions of development of the Arrington Annexation Property that were made proffered conditions of that Rezoning, including the Concept Development Plan, Code of Development and any other binding exhibits thereto and incorporated into the County’s approval, should control the future land use thereof whether in the County or the Town’s jurisdiction, and

R-11. WHEREAS, on December 12, 2023, the Town Council adopted a resolution in support of a Citizen-Initiated Petition for the inclusion of the Arrington Annexation Property within the corporate limits of the Town subject to Alwington’s and Van Metre’s agreement that such property would be developed in accordance with the Rezoning, and that the design and construction of the Relocated Taylor Run Pump Station and Alwington Boulevard Improvements would be completed at their sole expense, and

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R-12. WHEREAS, after the effective date of the annexation as set out in Section 2.3 below, the Town will have zoning authority over the Annexation Area, subject to vested rights and the processes set out in the Code of Virginia and Town Code as amended from time to time, and

R-13. WHEREAS, the County Board of Supervisors and the Town Council have now determined that this Voluntary Settlement Agreement is necessary and appropriate to ensure the effective provision of Town public services to the area to be included within the corporate limits of the Town, to memorialize their agreement regarding the maintenance and effectuation of the Rezoning and the Town Commitments, and to determine other appropriate matters pursuant to the applicable Virginia statutory framework including certain specific land use and zoning arrangements deriving from the aforesaid Rezoning and Town Commitments as provided by Virginia law,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are conclusively agreed to constitute such consideration, the County Board of Supervisors and the Town Council agree as follows:

SECTION 1. DEFINITIONS

The County Board of Supervisors and the Town Council agree that the following words, terms, and abbreviations as used in this Agreement shall have the following defined meanings, unless the context clearly provides otherwise:

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1.1. "Additional Annexation Properties" means collectively the Dasari Property, the HD Property, the School Board Property, and the VABFT Property containing approximately 7.0163 acres.

1.2. The "Additional Annexation Area Property Owners" means Dasari, HD, the School Board, and VABFT.

1.3. "Alwington" means Alwington Farm, LLC, a Virginia limited liability corporation, and the current legal owner of the Arrington Annexation Property.

1.4. "Alwington Boulevard Improvements" means the widening of existing Alwington Boulevard, and the construction of an extension thereof in accordance with Town standards and specifications to provide a four-lane, median divided roadway from the current boundary between the County and Town northwesterly to the northerly line of Land Bay W (as defined in the Rezoning) ("[Phase 1](#)") and a two-lane undivided roadway from the northerly line of Land Bay W to the northerly line of the Arrington Annexation Property ("[Phase 2](#)") in accordance with the Rezoning.

1.5. "Annexation" means the adjustment of the boundary line between the County and the Town as set forth herein.

1.6. "Annexation Area" means that area to be included within the corporate boundaries of the Town pursuant to this Agreement consisting of the Arrington Annexation Property, the Additional Annexation Area, and the County Right-of-Way, all as further described herein, and as depicted in the attached Exhibits.

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1.7. “Arrington Annexation Property” means the approximately 234.08765 acres of property owned by Alwington that is the subject of the Annexation contemplated in this Agreement and delineated on Exhibit B. The Arrington Annexation Property is currently a portion of a larger parcel containing approximately 431.19759 acres identified as GPIN 6983-44-5875-000 on the Tax Maps of Fauquier County. The remainder of the larger parcel containing approximately 197.10994 acres that is not herein identified shall remain in Fauquier County (the “Arrington Residual Property”).

1.8. “Code” means the Code of Virginia (1950), as amended. A reference to a specific Code provision shall mean that Code provision as it existed on the date of execution of this Agreement, and any successor provision should the Code be amended after execution of this Agreement.

1.9. “Commission” means the Virginia Commission on Local Government.

1.10. “County” means the County of Fauquier, Virginia.

1.11. “County Board of Supervisors” means the Board of Supervisors of the County of Fauquier, Virginia.

1.12. “County Right-of-Way” means those portions of the right-of-way previously dedicated to the County Board of Supervisors for the construction of Alwington Boulevard from Shirley Avenue/James Madison Highway (Business Route 29/15/211) northwesterly to the Arrington Annexation Property boundary and that are not within the Town’s boundary at the time of this Agreement.

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1.13. “Dasari Property” means the approximately 1.1630 acres of property owned by Dasari and identified by GPIN 6983-57-9161-000 on the Tax Maps of Fauquier County.

1.14. “Effective Date” means the date upon which the last of the County Board of Supervisors and the Town Council has approved and affixed its signature to this Agreement.

1.15. “HD Property” means the approximately 0.7361 acres of property owned by HD and identified by GPIN 6983-57-1258-000 on the Tax Maps of Fauquier County.

1.16. The “Parties” refers to the County, Town, Alwington, and Van Metre, collectively being the signatories to this Agreement.

1.17. The “Relocated Taylor Run Pump Station” means a new sanitary sewer pump station on the Arrington Annexation Property in the general location shown on Sheet 10 of the Concept Development Plan approved with the Rezoning, gravity sanitary sewer from the existing Taylor Run Pump Station to said pump station location, and sufficient sanitary sewer force main required to convey sewage from the new pump station to a connection manhole with capacity to accommodate such flow within the Town.

1.18. The “Rezoning” refers to Rezoning REZN-22-017978 approved by the Fauquier County Board of Supervisors on November 9, 2023, and the Proffered Conditions accepted therewith, together with the Concept Development Plan, Code

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of Development, and any other exhibits incorporated therein, all governing the development of the Arrington Annexation Property, with copies of such documents attached hereto and incorporated herein by reference as Exhibit C.

1.19. The “School Board Property” means the approximately 0.8105 acre of property owned by the School Board and identified by GPIN 6983-48-7973-000 on the Tax Maps of Fauquier County.

1.20. “Section” refers to the parts of this Agreement unless the context indicates that the reference is to sections of the Code.

1.21. “Special Court” means the Special Court appointed by the Supreme Court of Virginia pursuant to Title 15.2, Chapter 30, of the Code.

1.22. “Subsection” refers to the parts of this Agreement set out in the various “Sections.”

1.23. “Survey” means the metes and bounds description and graphic depiction of the Annexation Area as set forth on Exhibits “A” and “B” attached hereto.

1.24. “Taylor Run Pump Station” means the existing sanitary sewer pump station located on approximately 0.0826 acre of property identified as GPIN 6983-49-6156-000 on the Tax Maps of Fauquier County, and owned by the Town,

1.25. “Town” means the Town of Warrenton, Virginia.

1.26. “Town Commitments” means the agreement between Alwington and Van Metre to design and construct the Relocated Taylor Run Pump Station and

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Alwington Boulevard Improvements as depicted on Exhibit C, at no cost to the County Board of Supervisors or Town Council.

1.27. “Town Council” means the Town Council of the Town of Warrenton, Virginia.

1.28. “VABFT Property” means the approximately 4.31 acres of property owned by VABFT and identified by GPIN 6983-48-7006-000 on the Tax Maps of Fauquier County, and that is the subject of the Annexation contemplated in this Agreement.

1.29. “Van Metre” means Van Metre Communities, L.L.C., a Virginia limited liability company, and Alwington Farm Developers, LLC., a Virginia limited liability company, collectively.

SECTION 2. VOLUNTARY ANNEXATION

2.1. Annexation Agreement. The County Board of Supervisors and the Town Council agree to the annexation by the Town of that certain territory consisting of the Annexation Area as more specifically described by the Survey.

2.2. Submission of the Survey. The Survey shall be submitted to, and filed with, the Commission and the Special Court appointed to affirm, validate, and give full force and effect to this Agreement, and shall be incorporated into any final Order entered by the Special Court.

2.3. Effective Date of Annexation. The Annexation provided for herein shall become effective on the first day of the second calendar month after entry of the Final

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Order by the Special Court to affirm, validate, and give full force and effect to this Agreement.

SECTION 3. LAND USE AND ZONING IN ANNEXATION AREA

3.1. Land Use and Zoning Arrangements.

3.1.1. Pursuant to the provisions of Va. Code Ann. § 15.2-3400(2), the County Board of Supervisors and the Town Council agree that the orderly development of the Annexation Area is in the best interest of the County and Town.

3.1.2. The Town Council agrees to administer development of the Arrington Annexation Property in a manner that is consistent and in substantial conformance with the Rezoning. Portions of the Arrington Annexation Property that are zoned PRD will be administered in accordance with the terms of the PRD in effect as of the Effective Date (i.e., Zoning Ordinance of Fauquier County §§ 4-100 through 4-115) unless and until the Town rezones the property. Wherever those provisions of the Zoning Ordinance of Fauquier County reference the County or the Board of Supervisors, they will be read as referring to the Town and the Town Council, respectively. The Town shall have sole responsibility for interpretation and enforcement of the PRD zoning within the Arrington Annexation Property.

3.1.3. Notwithstanding the foregoing, the provisions of the Town’s Zoning Ordinance shall govern the future use and development of that portion of Arrington Annexation Property identified in the Rezoning as to be developed in accordance with the Town of Warrenton’s Commercial (C) Zoning District assigned to

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Land Bay W, as depicted on the Concept Development Plan, as if Land Bay W had been so zoned by the Town Council, and future development thereof shall be processed by the Town pursuant to its ordinary procedures therefor.

3.1.4. The Town agrees that upon validation of this Agreement by the Special Court that it will amend its Comprehensive Plan to incorporate the Rezoning into that Plan, if it deems it necessary.

3.2. Zoning Classification of the Additional Annexation Properties. Upon the Effective Date of the Annexation, the non-PRD portions of the Arrington Annexation Property and the Additional Annexation Properties shall be deemed to be zoned to the applicable Town Zoning District pursuant to Warrenton Zoning Ordinance § 2-5, or any substantially similar provision as may be hereafter enacted as transitional zoning for such properties.

3.3. Sewer and Water Services.

3.3.1. The Town Council agrees that it shall permit connection of the properties within the Annexation Area to the Town sanitary sewer and water systems upon written request therefore, and payment of all appropriate fees and charges for such services, subject to compliance with the Town’s Public Facilities Manual (as amended from time to time) and completion of the Relocated Taylor Run Pump Station.

3.3.2. In accordance with the Town’s utility extension policies, each owner of a property within the Annexation Area shall construct or cause to be

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constructed, at no expense to the Town or County, such extensions of existing water and/or sanitary sewer mains and laterals as may be required to provide water and sanitary sewer service to their respective properties.

3.3.3. Upon completion of and the Town’s final approval of such extension facilities, the property owner constructing same shall convey ownership of the facilities (not including laterals, whose ownership will remain private) and the necessary and associated easements to the Town for inclusion in the Town’s public utility system.

3.3.4. Alwington and Van Metre have joint and several responsibility to design and construct the Relocated Taylor Run Pump Station pursuant to the Town Commitments prior to issuance of the first certificate of occupancy. Van Metre has heretofore commenced design of construction plans for the Relocated Taylor Run Pump Station and shall diligently pursue completion of said plans and the submittal of same to the applicable regulatory agencies for approval. Within sixty (60) days following approval of the Relocated Taylor Run Pump Station construction plans by all applicable regulatory agencies and the recordation of any easements required for the construction of same, Alwington and/or Van Metre shall commence construction of the Relocated Taylor Run Pump Station and diligently pursue completion thereafter.

3.4 Alwington Boulevard Improvements. Alwington and Van Metre agree to design, pursue approval of such design, bond, permit, and construct the entire length

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of the Alwington Boulevard Improvements. Phase 1 of sSuch improvements shall be completed through base paving and open to traffic, but not necessarily accepted for maintenance by the Town, prior to issuance of the first certificate of occupancy for any homes or buildings constructed on the Arrington Annexation Property. Phase 2 of such improvements shall be completed through base paving and open to traffic, but not necessarily accepted for maintenance by the Town, prior to issuance of the first certificate of occupancy for any homes or buildings constructed in the North Hamlet (as defined in the Rezoning) of the Arrington Annexation Property.

3.5. Payment of Proffered Amounts. The Rezoning is subject to reasonable proffers voluntarily submitted and agreed to by Alwington and Van Metre including cash proffers for schools, public safety and parks and recreation facilities specifically attributable to impacts created by the new development. The Parties agree and consent to the payment of those proffered amounts subsequent to any Annexation provided herein as follows:

3.5.1. Brumfield Elementary School Entrance. If Proffer 19.B(b) applies, the cash in lieu of constructing the entrance shall be payable to Fauquier County.

3.5.2. Schools. Proffer 19 associated with the Rezoning shall remain in effect and due and payable according to its terms to Fauquier County for Taylor Middle School.

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3.5.3. Emergency Services. Proffer 12 associated with the Rezoning shall remain in effect and due and payable according to its terms to Fauquier County for the benefit of the Annexation Area.

3.5.4. Parks and Recreation. Proffer 9 associated with the Rezoning shall remain in effect and due and payable according to its terms to the Town of Warrenton.

SECTION 4. COMMISSION AND SPECIAL COURT APPROVAL

4.1. Commission on Local Government Review. The Parties agree to promptly undertake the steps necessary as required by Title 15.2, Chapter 34 of the Code to proceed with this Voluntary Settlement Agreement or other appropriate joint proceeding required to expedite the review of this Agreement by the Commission. The Additional Annexation Area Property Owners may, at their election, participate in those proceedings. The County Board of Supervisors and the Town Council shall cooperate in the scheduling and conduct of any hearings that may be required in order to facilitate and advance this Agreement and the Annexation, either in their separate jurisdictions, or with the Commission.

4.2. Special Court Approval. Following the issuance of the report of findings and recommendations by the Commission according to law, the County Board of Supervisors and the Town Council agree that they will each take all steps necessary, and will expeditiously submit this Agreement in its approved form to the Special

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Court for affirmation and validation, and to give it full force and effect, as required by Title 15.2, Chapter 34 of the Code.

4.3. Termination for Failure to Affirm and Validate and Give Full Force and Effect to This Agreement. The County Board of Supervisors and the Town Council agree that if this Agreement is not affirmed, validated, and given full force and effect by the Special Court without modification, this Agreement shall immediately terminate; provided that the County Board of Supervisors and the Town Council may waive termination under this provision by mutually agreeing to any modifications recommended by the Commission or the Special Court.

SECTION 5. AUTHORITY.

The Town Council has authorized the execution and implementation of this Agreement by resolution, a copy of which is attached hereto as Exhibit D. The County Board of Supervisors has authorized the execution and implementation of this Agreement by resolution, a copy of which is attached hereto as Exhibit E.

The lawful consent or concurrence to this Agreement by Alwington and Van Metre is attached hereto and incorporated herein by references as Exhibits F and G, respectively.

SECTION 6. FURTHER REQUIREMENTS.

6.1. The County Board of Supervisors, the Town Council, Alwington, and Van Metre agree to perform such other and further requirements as may be necessary to effectuate fully this Agreement and the terms and conditions hereof. Each of the

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aforesaid further agrees that it shall expeditiously perform those duties and obligations that may be imposed on it by the terms of this Agreement, including, but not limited to, the preparation and submission of necessary materials required for submitting and processing an application to the Commission as provided herein, or as requested by the Commission or its staff.

6.2. The County Board of Supervisors, Town Council, Alwington, and Van Metre understand and agree that all reasonable costs associated with this Agreement shall be borne by the party incurring such costs. “Reasonable costs” shall include preparation of this Agreement and the Survey as well as such other materials as may be required or requested to be provided by the Commission.

SECTION 7. MISCELLANEOUS PROVISIONS

7.1. Binding Effect. This Agreement contains the final and entire agreement between the Parties with respect to this Annexation and is intended to be an integration of all prior understandings. It shall be binding upon and inure to the benefit of the Parties, and each of the future governing bodies of the Town and the County, and upon any heirs, successors, or assigns to or of any owner of property within the Annexation Area.

7.2. Amendments. This Agreement may be amended, modified, or supplemented in whole or in part, by mutual agreement of the Parties, prior to affirmation by the Special Court, by a written document of equal formality and dignity, duly executed by the authorized representatives of the Parties.

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7.3. Enforceability. This Agreement shall be enforceable only by the Special Court affirming, validating, and giving full force and effect to this Agreement or by a successor Special Court appointed to pursuant to Title 15.2, Chapter 30 of the Code, pursuant to a declaratory judgment action initiated by any of the Parties hereto to secure the performance of any provisions, covenants, conditions and terms contained in this Agreement or the Order affirming, validating, and giving full force and effect to this Agreement.

7.4. Standing. The Parties agree that each shall and does have standing to enforce any of the provisions, covenants, conditions, and terms of this Agreement.

IN CONSIDERATION of the foregoing, the authorized representatives of the Parties have executed this Agreement as of the date and year first herein written.

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TOWN OF WARRENTON

By: _____
Carter Nevill
Mayor

Approved as to Form:

Town Attorney

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FAUQUIER COUNTY, VIRGINIA

By: _____
Chair, Fauquier County Board of Supervisors

Approved as to Form:

County Attorney

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VAN METRE COMMUNITIES, L.L.C., a
Virginia limited liability company,

By: VMC Homes, Inc., its manager

By: _____

Title: _____

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ALWINGTON FARM LLC,
a Virginia limited liability company

By: _____

Title: _____



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ALWINGTON FARM DEVELOPERS, L.L.C.,
A Virginia limited liability company

By: _____

Title: _____



LIST OF EXHIBITS

- EXHIBIT - A METES & BOUNDS DESCRIPTION OF THE ANNEXATION AREA
- EXHIBIT - B GRAPHIC DEPICTION OF ANNEXATION AREA
- EXHIBIT - C ARRINGTON ANNEXATION PROPERTY REZONING DOCUMENTS
- EXHIBIT - D RESOLUTION OF TOWN COUNCIL
- EXHIBIT - E RESOLUTION OF COUNTY BOARD OF SUPERVISORS
- EXHIBIT - F CONSENT BY ALWINGTON
- EXHIBIT - G CONSENT AND CONCURRENCE BY VAN METRE

