



## TOWN COUNCIL SPECIAL MEETING

21 Main Street

Tuesday, February 25, 2025 at 6:30 PM

### AGENDA

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

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

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#### I. WORKSESSION - 6:30 PM

- A. A Work Session to discuss the Arrington Voluntary Settlement Agreement with Fauquier County and to decide on the necessity of an ordinance to be considered for public hearing at the March 11th, 2025, Regular Town Council Meeting.

#### B. ADJOURNMENT.





Office of the Town Manager  
Frank Cassidy

# STAFF REPORT

## 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.

<b>Council Meeting Date:</b>	November 12 <sup>th</sup> , 2024.
<b>Agenda Title:</b>	Arrington Project- Voluntary Settlement Agreement update
<b>Requested Action:</b>	Consider approval of the updated Voluntary Settlement Agreement
<b>Department / Agency Lead:</b>	Town Manager
<b>Staff Lead:</b>	Frank Cassidy

## EXECUTIVE SUMMARY

In October 2024, the staff of the Commission on Local Government produced a draft report for the Commission's consideration on the Arrington Voluntary Settlement Agreement (VSA) between Fauquier County and the Town. At its November 1<sup>st</sup>, 2024, Regular Meeting, the Commission voted unanimously to approve that report.

The Commission's report recommends the approval of the proposed VSA without any changes.

The VSA has now come back to the Town and County for public hearing and approval by ordinance. If both bodies adopt ordinances approving the VSA, the attorneys for the Town and County will submit it to a special three-judge court for review and approval.

The ordinance is listed as an Attachment and open for Public Hearing this evening.

## RECENT BACKGROUND

The Commission on Local Government met with Town Staff, Fauquier County Staff, and the Developer at a Joint meeting on Monday, September 16<sup>th</sup>, 2024. The Commission toured the site and the Town. The Developer presented its proposal for the use of the site and the Commission held a public hearing on that same day.

The Council received updates on this VSA at its April 9<sup>th</sup> and May 14<sup>th</sup>, 2024, Regular Town Council meetings. At the May meeting, the Council adopted a resolution authorizing the Town Manager and Town Attorney to initiate the process of Voluntary Settlement Agreement. Prior to that meeting, the Council approved a preliminary draft of the VSA at its March 12<sup>th</sup>, 2024, regular meeting.

At its April 11<sup>th</sup>, 2024, meeting, the Fauquier County Board of Supervisors likewise approved moving forward on the VSA.



PRIOR HISTORY

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Prior to the VSA now under consideration, the Town and County had taken preliminary steps regarding development of the Arrington property, as detailed below:

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.

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 2015 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**

Staff recommends following the Commission of Local Government’s suggestions for this item:

- The Commission found that the Proposed Agreement is in the best interest of the Commonwealth as written.
- The Commission recommended that the Town continue its open dialogue with the citizens so they may better understand the County’s reasoning for approving the project and the Town’s reasoning for accepting it.
- The Commission recommended that the Town continue funding and implementing improvements to the wastewater system so that all future development within the Town can adequately be served.

Staff recommends holding a public hearing on this item at the December Regularly scheduled Town Council Meeting.

**Policy Direction/Warrenton Plan 2040**

**H-1:** Ensure equitable, attainable housing opportunities across residents of all ages, incomes, and abilities by catering to the needs of a diverse community, including young families, professionals early in their careers, essential workforce, and those entering retirement.

**H-2:** Character Districts will accommodate a balance of available housing typologies that are compatible to existing neighborhoods in scale, character, and transition.

**H-3:** Preserve existing neighborhoods and promote infill that supports the character and heritage of Warrenton.

**H-4:** Create regional partnerships to address and enhance attainable housing supply.

**Financial Impact**

The developer has offered proffers towards the Town’s infrastructure.

**Legal Impact**

The Voluntary settlement agreement is a multi-jurisdictional request for annexation. This item is being considered by the Town Council, Fauquier County Board of Supervisors, The Commission of Local Governments and a Three Judge panel.

**ATTACHMENTS**

1. VSA
2. Commission on Local Government Report
3. Ordinance 2024-17





**WALSH COLUCCI  
LUBELEY & WALSH PC**

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jfoote@thelandlawyers.com  
Fax: (703) 680-2161

May 17, 2024

**Via Federal Express, Next Day Delivery**

The Virginia Commission on Local Government  
c/o Mr. LeGrand Northcutt  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Re: Notice of Petition for Annexation

Dear Mr. Northcutt:

Enclosed you will find the following materials with regard to the Notice of Petition of Annexation for the properties that are the subject of this Notice submitted on behalf of Fauquier County, Virginia, the Town of Warrenton, Virginia, Van Metre Communities LLC, Alwington Farm, LLC, and Alwington Farm Developers, L.L.C. (collectively referred to as the "Parties"):

1. Eight (8) copies of the Notice of Petition of Annexation including required exhibits; and
2. The draft Voluntary Settlement of Annexation between the aforementioned Parties.

The Parties respectfully seek review by the Commission on Local Government of this Voluntary Settlement Agreement pursuant to the statutes and Regulations of the Commission regarding such Agreements.

Thank you for your attention to this matter and please let me know if you have any questions or need further information.

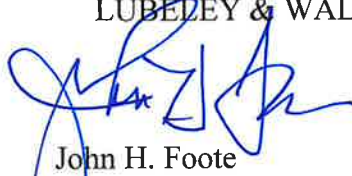
**ATTORNEYS AT LAW**

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4310 PRINCE WILLIAM PARKWAY ■ SUITE 300 ■ WOODBRIDGE, VA 22192-5199  
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Very truly yours,

WALSH, COLUCCI,  
LUBELEY & WALSH, P.C.

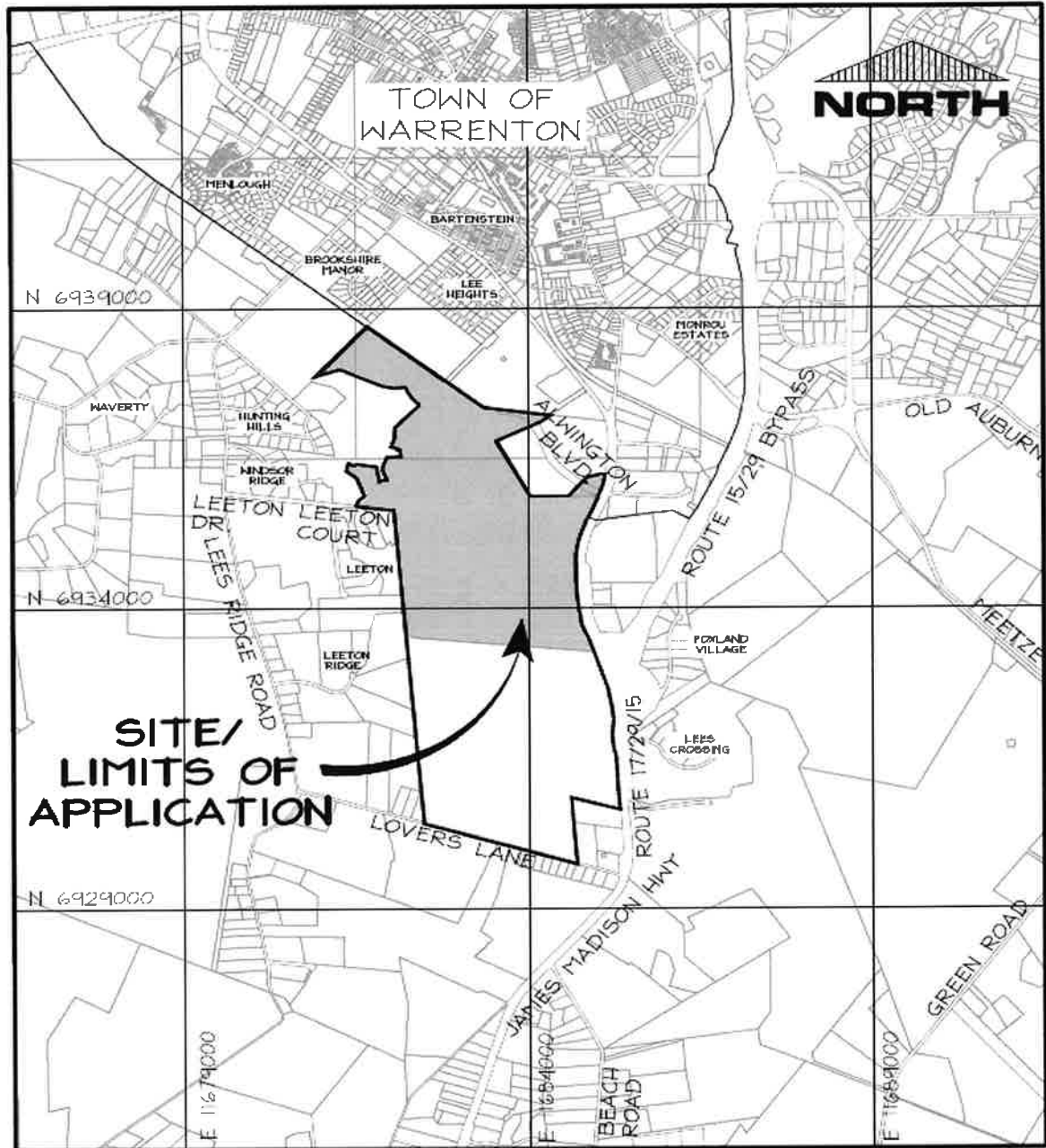


John H. Foote

cc: The Hon. Richard Gerhardt, Chair of Fauquier County Board of Supervisors  
The Hon. Carter Nevill, Mayor of the Town of Warrenton  
Ms. Janelle Downes, Fauquier County Administrator  
Mr. Frank Cassidy, Warrenton Town Manager  
Mr. Martin Crim, Warrenton Town Attorney  
Ms. Tracy Gallehr, Fauquier County Attorney  
Mr. Roy Barnett, Van Metre Communities, LLC  
Mr. Tom Marable, Van Metre Communities, LLC  
Mr. Brian Prater, WCLW  
Ms. Starr Nyan, WCLW  
Ms. Marian Harders, WCLW



**NOTICE OF VOLUNTARY SETTLEMENT AGREEMENT  
BETWEEN AND AMONG THE TOWN OF WARRENTON, VIRGINIA  
, THE COUNTY OF FAUQUIER, VIRGINIA AND  
ALWINGTON FARM, LLC, ALWINGTON FARM DEVELOPERS, LLC,  
AND VAN METRE COMMUNITIES, LLC**



**VICINITY AND CONTEXT MAP**

SCALE: 1" = 2000'



Filed with the Commission on Local Government, Department of Housing and  
Urban Affairs, Commonwealth of Virginia  
Dated April 8, 2024

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## SECTION I: INTRODUCTION

This is Notice from the Fauquier County Board of Supervisors, the Warrenton Town Council, Van Metre Communities, LLC, Alwington Farm, LLC, and Alwington Farm Developers, LLC of the desire of the Board and Council to annex certain land into the Town under the unique circumstances presented by this proceeding.

To this end, the parties have concurred on a proposed Voluntary Settlement Agreement pursuant to Va. Code Ann. § 15.2-3400 that is attached to this Notice and further described, below.

While there have been discussions between the jurisdictions concerning possible boundary adjustments over the years, and Warrenton has expanded its boundaries on occasion, this proposed Agreement has been initiated as a result of a recent land use decision affecting both. On November 9, 2023, upon the application of Van Metre Communities, LLC, the Board of Supervisors rezoned a parcel of land immediately adjacent to the Town's boundary together with conditional zoning proffers that provide for optional development plans.<sup>1</sup> One of these options involves the extension of Town public sewer service to the property, in an area that is already subject to a multiparty agreement to provide Town public water service.<sup>2</sup> Discussions between and among the owners of that property, and the two jurisdictions, have led to the development of a Voluntary Settlement Agreement that would bring this parcel, and other properties immediately adjacent thereto that would otherwise be left as small islands of County territory inside the new Town boundary, into the Town.<sup>3</sup> Because of the manner in which the Proffers have been written and were accepted by the Board, development of the principal property, the extension of public utilities to it by the Town, and construction of mutually beneficial public infrastructure necessary, will provide mutual benefits to both jurisdictions.

The parties have agreed to submit this proposed Agreement to the Commission on Local Government for its review pursuant to law and herewith provide the information requested consistently with its regulations.

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<sup>1</sup> Rezoning Case REZN-22-017978

<sup>2</sup> *Id.*

<sup>3</sup> Voluntary Settlement Agreement between the Town of Warrenton, Virginia, Fauquier County, Virginia, Alwington Farm, LLC, Alwington Farm Developers, L.L.C., and Van Metre Communities, LLC, (hereinafter cited as the "VSA").



## SECTION II: GENERAL DATA

### 1. THE COUNTY

Fauquier County is located in the north central Piedmont region of Virginia, approximately 40 miles southwest of the nation's capital and approximately 80 miles northwest of Richmond, the state's capital. The County encompasses a land area of approximately 650 square miles. Fauquier County is bordered by the counties of Prince William, Stafford, Culpeper, Warren, Clarke, Loudoun, and Rappahannock. The Rappahannock River forms the County's Western border. Interstate 66 runs East-West through the northern portion of the County. In addition, five U.S. primary routes and two state primary routes traverse the County.

In 1608, Captain John Smith reported that the Whonkentia, a subgroup of the Siouan-speaking Manahoac tribe, inhabited the area.<sup>4</sup> The Manahoacs were predominant in the area and in Prince William County, and the land was later used as a hunting ground by the Iroquois. The Manahoac were eventually forced out around 1670 by the Iroquois (Seneca) tribe.<sup>5</sup> The Six Nations ceded the region, including what is now Fauquier County, to the Virginia Colony in 1722.<sup>6</sup> Fauquier's first immigrants were of German and English ancestry.<sup>7</sup> Brent Town, the first settlement, was established in 1686 in Southern Fauquier.<sup>8</sup> The first permanent settlement in Fauquier County was Germantown in 1718.<sup>9</sup>

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<sup>4</sup> Swanton, John R. (1952). *The Indian Tribes of North America*. Smithsonian Institution. pp. 61–62.

<sup>5</sup> The Manahoacs had been eliminated as an indigenous people by around 1753 when the few remaining members near Lynchburg disappeared. <https://bit.ly/3RbRP4D>

<sup>6</sup> Jeff Wallenfeldt, *The 6 Nations of the Iroquois Confederacy*, <https://bit.ly/3Wd8gQS>

<sup>7</sup> Germanna Foundation, *A look into Fauquier County's 18<sup>th</sup> Century German past*, April 6, 2019. <https://bit.ly/3Wh2bTA>.

<sup>8</sup> Brentsville Courthouse Historic Centre Historic Preservation Division Department of Public Works Prince William, County, *Furnishing and Interpretive Plans for the Brentsville Union Church*, page 4, <https://bit.ly/3WidtXJ> (last visited April 18, 2024).

<sup>9</sup> Fauquier County, Virginia, *Germantown*. <https://bit.ly/3UutQPA> (last visited April 18, 2024).



Once part of the Northern Neck Proprietary, a vast English land grant held by the 6th Lord Fairfax, the Virginia House of Burgesses formed the County from Prince William County in 1759.<sup>10</sup> It varies in its landscape and topography. Fauquier County was created in 1759 from Prince William County and named for Sir Francis Fauquier, the Colonial Lieutenant Governor at that time.<sup>11</sup>

During the American Revolution, many County citizens served in the Continental Army, including Captain John Marshall, later Chief Justice of the U.S. Supreme Court, who was born in a cabin just off Route 28 near Catlett.<sup>12</sup>

For many years, the County was home to Vint Hill Farms Station, a United States Army and National Security Agency (NSA) signals intelligence and electronic warfare facility located near Warrenton.<sup>13</sup> VHFS was closed in 1997 and the land was sold off in 1999.<sup>14</sup> Today the site hosts various engineering and technology companies, as well as two Federal Aviation Administration (FAA) air traffic control facilities.<sup>15</sup>

The County has experienced measured growth over the years.

## 2. THE TOWN

The early roots of Warrenton trace back to the days when it was the crossroads of Native American trails due to its strategic location where eventually the Falmouth-Winchester and Alexandria-Culpeper roads met, and where a trading post named the Red Store was established in the beginning of the 18th century. This laid the groundwork for the Town's future growth and development.<sup>16</sup> It was initially part of a land grant from King Charles II to Lord Culpeper, in 1795 the construction of a courthouse marked a significant turning point, as the area became known as

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<sup>10</sup> Library of Virginia, Fauquier County, <https://bit.ly/49Uzv65> (last visited April 18, 2024).

<sup>11</sup> *Id.*

<sup>12</sup> See a link to the John Marshall Birthplace Park. <https://bit.ly/47Bdys2>

<sup>13</sup> James Hardcastle, Commercial Property/Fauquier County, Va.; Flurry of Development at Former Intelligence Post (Jun. 9, 2002), [html. https://nyti.ms/3Ud78u6](https://nyti.ms/3Ud78u6)

<sup>14</sup> *Id.*

<sup>15</sup> *Id.*

<sup>16</sup> Town of Warrenton, VA, Adopted Budget Fiscal Year 2022-2023, 24. <https://bit.ly/4aP6sC2>



Fauquier County Seat, establishing its future as a center of legal and administrative activity.<sup>17</sup>

Incorporated on January 5, 1810, Warrenton was named in honor of General Joseph Warren, a revered figure from the Revolutionary War, who was killed at Breed's Hill.<sup>18</sup> The land for the courthouse was donated by Richard Henry Lee.<sup>19</sup> The Town's incorporation signaled its emerging importance in the region.

In 1909, a devastating fire engulfed almost half of the town's structures.<sup>20</sup> The response, which involved using dynamite to create a firebreak, demonstrated the community's resilience and ability to adapt. This incident led to rebuilding and modernization efforts.

Warrenton has grown steadily over time without any exceptional burst in growth.<sup>21</sup>

### 3. THE AREA TO BE ANNEXED

The entire area proposed for annexation through the settlement agreement encompasses approximately 241.10395 acres. The Property consists of land owned by the parties of settlement agreement and additional annexation area property owners.

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<sup>17</sup> *Id.*

<sup>18</sup> See, [https://en.wikipedia.org/wiki/Joseph\\_Warren](https://en.wikipedia.org/wiki/Joseph_Warren).

<sup>19</sup> See [https://en.wikipedia.org/wiki/Richard\\_Henry\\_Lee](https://en.wikipedia.org/wiki/Richard_Henry_Lee).

<sup>20</sup> Town of Warrenton, VA, Adopted Budget Fiscal Year 2022-2023, 24. <https://bit.ly/4aP6sC2>

<sup>21</sup> A favorite Warrenton story of at least one of the counsel involved in this filing occurred in 1939, when Count Igor Cassini, a Russian-American journalist for the Washington Times-Herald (and the person who coined the term "Jet Set"), was kidnapped, tarred and feathered by members of Virginia's high society (Ian Montgomery, Colin Montgomery, and Alex Calvert) because of an article he had written. It concerned the failure of the Montgomery brothers' father, R. H. Montgomery, to have been invited to a garden party for the King and Queen of England, George VI and Elizabeth (later the Queen Mother). Cassini himself later reflected: "From an obscure junior society columnist always worried as to how I would ever find enough material to fill the space I was grudgingly given, I became national news overnight." Severo, Richard (2002-01-09). "[Igor Cassini, Hearst Columnist, Dies at 86](#)". *The New York Times*.



#### SECTION IV: THE REZONING OF PROPERTY THAT HAS LED TO THE PROPOSED VOLUNTARY SETTLEMENT AGREEMENT

As noted above, the Fauquier Board of Supervisors rezoned a portion of the Alwington Farm in November of 2023.<sup>22</sup> It was this rezoning that set in motion the potential annexation of this property and certain properties lying between it and the current Town boundary, into Warrenton's jurisdiction. The Town has considered expansion of its boundaries number of times over the years, without having heretofore taken steps for a number of those years to seek any additional land. The last previous annexation was in 1998.<sup>23</sup> The County has indicated that it does not object to this current proposal, on the terms set out in the draft Voluntary Settlement Agreement.

Alwington Farm, LLC, (the "Owner") is a Virginia limited liability company formed by W. Boyd Laws, Managing Member. Mr. Laws inherited Alwington Farm from his aunt, Arabelle Laws Arrington, upon her passing in November of 2010, and thereafter placed title to the Farm into the LLC.

Alwington Farm Developers, LLC, is a Virginia limited liability company formed by Russell Marks, an experienced developer who has an agreement with Alwington Farm, LLC with respect to the development of the site.

Van Metre Communities, L.L.C., is a wholly owned subsidiary of Van Metre Companies, Inc., a prominent Virginia builder, whose history spans over six decades. Founded in 1955 by Albert G. Van Metre, the company began modestly but has grown into a significant enterprise in the Greater Washington DC area with dozens of communities bearing its imprint. Its success has been grounded in its meticulous approach and commitment to quality establishing a reputation for craftsmanship and business acumen.

Its first foray into investment properties was with the construction and delivery of Fairfax Square Apartments. In the late 1970s, Van Metre further broadened its portfolio by taking on a management role at the Saratoga Shopping Center, which marked the beginning of its commercial business, which has continued to grow and prosper.

Throughout its history, Van Metre has demonstrated a commitment to quality, community, and philanthropy, making it a respected and influential player in the regional real estate and construction industry.

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<sup>22</sup> Rezoning Case REZN-22-017978

<sup>23</sup> Jennifer Ordenez, Council Member Hopes to Unseat the Mayor, WASH Post, (May 2, 1998), <https://bit.ly/3JBGeY2>



## THE PROPOSED ANNEXATION<sup>24</sup>

1. Alwington Farm, L.L.C. owns a 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”). It is located immediately adjacent to the Town of Warrenton’s existing boundary along James Madison Highway (Routes 17/29/15) south of Alwington Boulevard (Route 1105) which is partially in Warrenton, and which had been previously considered for inclusion in the Town’s boundaries as further described below.

Several years ago, on November 12, 2015, the Fauquier County Board approved a rezoning application (REZN-15-003477) and a preliminary subdivision plat for the entire Parent Tract on behalf of the Owner that included 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 and rezoned it to the County’s Planned Residential District (“PRD”), authorized 10 residential lots on the remaining 224.53 acres 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 of these were to be served with public water from the Town pursuant to the then- and still-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”). The PRD zoned lots, however, were to be served by a privately owned alternative onsite sewer system and associated primary and reserve dispersal fields.

2. In 2022 Alwington Farm, L.L.C., and Van Metre Communities L.L.C., its contract purchaser (together the “Private Parties” here), applied to the County (by REZN-22-017978) to amend significantly the 2015 Approvals and existing Proffers, which included three separate development scenarios:

(1) a continuing Base Zoning with 217 market-rate lots with public water pursuant to the Joint Water Agreement, and the privately owned alternative onsite sewer system and associated primary and reserve dispersal fields;

(2) an 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

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<sup>24</sup> The Proffer Statement in connection with the 2023 Rezoning, together with all relevant exhibits, is incorporated into the proposed Voluntary Settlement Agreement. See Paragraph 1.18.



maximum of 15 sleeping rooms, all of which would be within the portion of the Parent Tract zoned PRD, and a 25-acre land bay to be developed in accordance with the regulations of the Town's Commercial (C) Zoning District (identified as "Land Bay W"),<sup>25</sup> and

(3) an 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 maintaining 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 were dependent on inclusion of the PRD Area and Land Bay W within the corporate limits of the Town and thus 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 and unrelated property owner to accommodate the extension of Alwington Boulevard to the northerly boundary of the Parent Tract).

3. On November 9, 2023, the Fauquier Board approved this REZN-22-017978 with a detailed proffer statement that incorporated each of the foregoing Alternative development scenarios.

It is important to note, however, that this Rezoning included only 234.09 acres of the Parent Parcel, and that 197.11 acres of the total site acreage will continue to be zoned RA and would not be brought into the Town's boundaries, but would remain a part of Fauquier County. The approved Concept Development Plan/Planned Residential Development Plan for Arrington is attached hereto and incorporated herein by reference as a part of Exhibit C.

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<sup>25</sup> Land Bay W was created in Alternatives A and B after discussions with representative of the Town, who were interested in the reservation of an area for commercial development on the land here proposed for annexation. It is for that reason that Land Bay W was zoned to the Town's C (Commercial) District, since the County's Planned Residential District (PRD) does not provide for a large-scale commercial component. Because the Town wishes to have a voice in what is developed on that land, if the Property is adjusted into the Town's boundaries, there is no present development plan for Land Bay W. Such a Plan will only be generated if annexation is approved.



4. The Board approved the Rezoning in relevant part because a recent study of the Town's Water and Sewer System Growth and Capacity Evaluation (the "Water and Sewer Study") found that the Town is currently planning on increasing the capacity of its wastewater treatment plant from 2.5 million gallons per day to 3.0 million gallons per day within approximately 10 years, confirms that the actual average daily flow to the WWTP in 2021 was only 1.72 million gallons per day, and that the current wastewater treatment plant capacity would accommodate the proposed development if connected to Town sewer.

That study also identified water and sewer system infrastructure improvement requirements, including substantial modifications to, or replacement of, the Taylor Run Pump Station needed to serve any further demand from other developments within the Town, or other areas within the Turkey Run drainage area in which the development is approved.

Very significantly, Fauquier County also desires to make extensive and costly renovations to, and an expansion of, its Taylor Middle School. It requires needed additional sanitary sewer service capacity from the Town for that work, a consideration that further exaggerated the need for substantial modifications or replacement of the Taylor Run Pump Station.

The Voluntary Settlement Agreement provides that the developer of the property will pay for these improvements, as well as make improvements to a major street serving the development called Alwington Boulevard.

5. Additionally, the Town considers it environmentally desirable and promotes the concept that the public health, safety, and general welfare of the overall community is advanced when development in and near the Town occurs on public sewer and water service rather than on well and septic systems, or a private wastewater treatment facility, because public utilities serve to protect the Occoquan Watershed and its tributaries including Taylor Run.

Furthermore, 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 would find it prudent to bring that entire road into the Town's system of public streets.

6. Because of the availability of appropriate and sufficient public utilities from the Town of Warrenton to service a development for which the Fauquier Board has now amended the 2015 Rezoning with conditions that contemplate the extension of those utilities to the Property, and that will provide direct benefits to the County as well, on a site that the Town has long contemplated as appropriate for development, and that is immediately adjacent to the existing Town boundaries, the Town and the County have agreed to the VSA that is



submitted herewith.

7. The “Additional Properties” refers to the fact that in addition to the Alwington Farm, LLC, property, there are four other properties lying between that parcel and the Town boundary that would constitute oddly located County parcels if they were not included in this annexation. They include the “Dasari Property” consisting of approximately 1.1630 acres of land identified by GPIN 6983-57-9161-000, the “HD Property” consisting of approximately 0.7361 acres of property identified by GPIN 6983-57-1258-000, the “School Board Property” consisting of approximately 0.8105 acre of property and identified by GPIN 6983-48-7973-000, and the “VABFT” Property consisting of approximately 4.31 acres identified by GPIN 6983-48-7006-000, all as shown on the Tax Maps of Fauquier County. The proposed Voluntary Settlement Agreement would provide for the annexation of these parcels, as well as the Alwington land.

#### **SECTION IV: INFORMATION REQUIRED BY THE VIRGINIA ADMINISTRATIVE CODE**

1. **A written metes and bounds description of the boundaries of the area proposed for annexation having, as a minimum, sufficient certainty to enable a layman to identify the proposed new boundary. The description may make reference to readily identifiable monuments such as public roads, rivers, streams, railroad rights of way, and similar discernible physical features.**

This description is attached hereto and incorporated herein by reference as Exhibit A.

2. **A map showing (i) the boundaries of the area proposed for annexation and their geographic relationship to existing political boundaries; (ii) identifiable unincorporated communities; (iii) major streets, highways, schools, and other major public facilities; (iv) significant geographic features, including mountains and bodies of water; (v) existing uses of the land, including residential, commercial, industrial, and agricultural; and (vi) information deemed relevant as to the possible future use of the property within the area sought for annexation.**

This map is attached hereto and incorporated herein by reference as Exhibit B.

3. **A land-use table showing both the acreage and percentage of land currently devoted to the various categories of land use in the municipality, the county, and the area proposed for annexation.**

This Table is to be found on Exhibit \.



**4. The past, the estimated current, and the projected population of the municipality, the county affected by the proposed annexation, and the area of the county proposed for annexation.**

The current population of the Town is 10,197, a growth of 568 people, or 6.1% growth rate since the 2010 census total of 9,611.<sup>26</sup> The number of anticipated residents that would be added by the homes created in the annexed area is estimated to be approximately 786 (270 homes are permitted by the Rezoning, and the United States Census Bureau reports that the average household size is 2.91 residents). This alone would increase population to approximately 10,983 or an increase of 7.71%.

The current population of the County as of July 1, 2023 is 73,731, an increase of 8,528 or approximately 13.1% from its 2010 population of 65,203.<sup>27</sup> The increase of the foregoing 786 persons would increase the population of the County to 74,517.

The following table below shows the projected population of both the Town and County:

**Table 4 – Population Projections<sup>28</sup>**

	<u>2030</u>	<u>2040</u>	<u>2050</u>
Town	10,968	12,017	13,246
County	79,584	87,195	96,112

**5. Public Schools**

The Fauquier County Public School (“FCPS”) services both the County and the Town. The FCPS ranges from grades pre-K to 12, and consists of eleven elementary schools, four middle schools, three high schools and one alternative learning school.<sup>29</sup> The project adds another 96 students to FCPS system based on 217 households with

<sup>26</sup> US Census, Quick Facts, Warrenton, VA, <https://tinyurl.com/4rhs9fr>.

<sup>27</sup> US Census Quick Facts, Fauquier County, VA, <https://tinyurl.com/yreb36ue>; University of Virginia Weldon Cooper Center for Public Service. (2023). Virginia Population Estimates. Retrieved from <https://tinyurl.com/ywu3pkrp>.

<sup>28</sup> University of Virginia Weldon Cooper Center for Public Service. (2022). Virginia Population Projections. Retrieved from <https://tinyurl.com/4xdkxbem>.

<sup>29</sup> FCPS, *Fiscal Year 2024 Adopted Budget*. <https://bit.ly/46nVJvr>.



the elementary school receiving 44 students, the middle school receiving 22 students, and the high school receiving 30 students.<sup>30</sup>

The tables below illustrate the past, current, and projected number of public school students enrolled in the public schools and the number of school-aged children in the County.

**Table 5.1<sup>31</sup> School Aged Children Population as of July 1, 2021**

	<u>Age 5-19</u>	<u>Age 5-17</u>
County	13,034	9,093
Town	1,945	1,238
Total	14,979	10,331

**Table 5.2<sup>32</sup> School Aged Children Numbers as of July 1, 2022**

	<u>Age 5-19</u>	<u>Age 5-17</u>
County	13,033	10,308
Town	1,938	n/a
Total	14,971	n/a

**Table 5.3 —Projections of School Aged Children, 5-19<sup>33</sup>**

	<u>2030</u>	<u>2040</u>	<u>2050</u>
County	15,592	17,761	19,686
Town			
Total			

<sup>30</sup> Municap Arrington Proffer Analysis.

<sup>31</sup> The numbers for age 5-19 are the School Population Estimates, Weldon Cooper Center for Public Service, and the numbers for age 5-17 came from U.S. Census Data Estimates for 2021.

<sup>32</sup> The numbers for age 5-19 are the School Population Estimates, Weldon Cooper Center for Public Service, and the numbers for age 5-17 came from U.S. Census Data Estimates for 2022. FCPS did not have the information available for the Town of Warrenton for ages 5-17.

<sup>33</sup> University of Virginia Weldon Cooper Center for Public Service. (2022). Virginia Population Projections. Retrieved from <https://tinyurl.com/4xdkxbem>. FCPS did not have projection information available for the Town of Warrenton.



**Table 5.4<sup>34</sup>—Fauquier County Public School Enrollment**

<u>Fiscal Year</u>	<u>Students</u>
2013	11,032
2014	11,084
2015	11,165
2016	11,150
2017	11,073
2018	11,143
2019	11,189
2020	11,181
2021	10,874
2022	10,839
2023	10,845

**Table 5.5— Fauquier County Public School Population – Current and Projections<sup>35</sup>**

<u>Year</u>	<u>Population</u>
2024-2025	10,858
2025-2026	10,987
2026-2027	11,064
2027-2028	11,154
2028-2029	11,218
2029-2030	11,286

<sup>34</sup> Fauquier County, *Fiscal Year 2023 Adopted Budget*, <https://bit.ly/47vD3vm>; Virginia Department of Education, <https://tinyurl.com/2cmuszte>. <sup>34</sup> Fauquier County, *Fiscal Year 2024 Adopted Budget*, <https://tinyurl.com/msn8b893>.

<sup>35</sup> University of Virginia Weldon Cooper Center for Public Service. (2022). Virginia Population Projections. Retrieved from <https://tinyurl.com/4xdkxbem>. Fauquier County, *Fiscal Year 2024 Adopted Budget* <https://tinyurl.com/msn8b893>.



2030-2031	11,337
2031-2032	11,374
2032-2033	11,413

6. **The assessed property values, by major classification, and if appropriate, the ratios of assessed values to true values for real property, personal property, machinery and tools, merchants' capital, and public service corporation property for the current year and the preceding 10 years for the municipality and the county affected by the proposed annexation, and similar data for the current year for the area of the county proposed for annexation.**

The County levies two primary types of taxes, real estate and personal property.<sup>36</sup> Personal property has several components of rates that make up the majority of the County's general revenue fund. These components include: real and personal property of public service corporations, manufacturer's machinery and tools, and private personal property, which includes motor vehicles and motorcycles, large trucks, tractors and tractor trailers, boats and motors, airplanes, trailers, campers, and motor homes, and business equipment. Additional monies are collected from State taxes (i.e., gasoline tax, income tax, and sales tax). These funds are usually reserved for programs like public education. The County does not directly receive money from gasoline taxes. The Commissioner of Revenue administers the Use Value Assessment Program to encourage agricultural and forestall enterprises within the County.<sup>37</sup> The program provides a basis of tax relief for those land uses. The Real Estate Tax Relief Program, administered by the Commissioner of Revenue, provides a real estate tax relief program for senior citizens and disabled homeowners.<sup>38</sup> The County also provides a real estate tax exemption to disabled veterans who qualify for it.<sup>39</sup> While these programs reduce available tax revenues, they serve beneficial public policy purposes as determined by the General Assembly.

The Town also levies taxes against both real estate and personal property. It has different tax rates for the following: bank stock, business equipment, licenses

<sup>36</sup> Fauquier County, 2015 Comprehensive Plan, <https://bit.ly/3U1mHF2>.

<sup>37</sup> Fauquier County, Real Estate, <https://bit.ly/4aCNLSe>.

<sup>38</sup> *Id.*

<sup>39</sup> Fauquier County, Disabled Veteran Tax Exemption, <https://bit.ly/4aG3ujw>.



(business, professional, and occupational), machinery & tools, personal property and public service corporations.

**Table 6.1 – Real Estate Assessed Values<sup>40</sup>**

	County (\$ in billions) <sup>41</sup>	Town (\$ in billions) <sup>42</sup>
2023	16.5	2.1
2022	16.2	2.1
2021	13.0	1.7
2020	12.9	1.7
2019	12.8	1.7
2018	12.6	1.7
2017	11.1	1.6
2016	11.0	1.6
2015	10.8	1.6
2014	10.8	1.5
2013	0.980	1.5

**Table 6.2<sup>43</sup> –Assessed Value of Taxable Property for the Preceding Ten Years for the Town**

	Personal Property	Machinery and Tools	Public Service Corporation
2023	189,785,413	533,190	31,026,875
2022	141,771,009	452,805	30,915,674
2021	121,035,613	511,075	30,341,699

<sup>40</sup> County of Fauquier, Virginia Annual Comprehensive Financial Report Fiscal Year Ended June 30,2022, <https://bit.ly/3JjbLYa>.

<sup>41</sup> County of Fauquier, Virginia Annual Comprehensive Financial Report Fiscal Year Ended June 30,2023, <https://bit.ly/3Uzoemf>.

<sup>42</sup> Town of Warrenton, Annual Comprehensive Financial Report ended June 30, 2023, <https://bit.ly/3W8BkJs>.

<sup>43</sup> Town of Warrenton, Annual Comprehensive Financial Report Year Ended June 30,2023, <https://bit.ly/3W8BkJs>.



2020	119,184,134	314,281	32,388,996
2019	112,782,292	358,690	30,080,458
2018	111,426,844	381,478	26,933,972
2017	111,836,351	350,166	26,222,252
2016	110,382,101	362,252	26,233,712
2015	110,060,256	379,240	26,169,523
2014	99,076,256	362,438	26,004,347

**Table 6.3<sup>44</sup> – Assessed Value of Taxable Property for the Preceding Ten Years for the County**

	Personal Property	Machinery and Tools	Public Service Corporation
2023	1,768,201,094	18,391,702	802,592,828
2022	1,459,321,379	20,707,147	824,384,856
2021	1,039,015,823	15,176,084	703,485,269
2020	1,037,745,334	14,466,407	752,787,325
2019	996,726,548	16,266,517	738,721,754
2018	897,471,057	17,759,113	747,411,827
2017	875,866,773	12,478,918	638,567,881
2016	804,491,057	10,924,204	657,629,104
2015	758,724,679	10,872,273	654,754,149
2014	726,317,376	11,188,114	650,126,899

For the area proposed by the annexation, there is no real estate value as it is currently used agriculturally as farmland which does not produce real estate tax revenue under the Use Value Tax Program. If the area is annexed into the Town, then the Property would be developed and would no longer qualify for the Use Value Tax Program. It would increase the tax revenue that the Town receives from real estate.

## **7. The current local property and non-property tax rates and the tax rates for the preceding 10 years, applicable within the municipality,**

<sup>44</sup> County of Fauquier, Virginia Annual Comprehensive Financial Report Fiscal Year Ended June 30, 2023, <https://bit.ly/3Uzoemf>; Fauquier County Commissioner of the Revenue: Assessed Property Values.



**the county affected by the proposed annexation, and the area of the county proposed for annexation.**

In the two tables below find the tax rates for the preceding ten years and the current tax rates for the County and Town:

**Table 7.1<sup>45</sup> – Real Estate Tax Rates for the Preceding Ten Years**

	<u>County (per \$100 of assessed value)</u>	<u>Town (per \$100 of assessed value)</u>
2023	0.903	0.0401
2022	0.903	0.0401
2021	0.994	0.0500
2020	0.994	0.0500
2019	0.994	0.0500
2018	0.982	0.0500
2017	1.039	0.0500
2016	1.039	0.150
2015	0.999	0.150
2014	0.992	0.150
2013	0.980	0.150

**Table 7.2<sup>46</sup> – Current Tax Rates**

	<u>County (per \$100 of assessed value)</u>	<u>Town (per \$100 of assessed value)</u>
Personal Property	3.45	1.00
Business Personal Property (Business Equipment)	3.45	1.00
Business Personal Property (Machinery and Tools)	3.45	1.00
Motor Home/Campers/Boats	1.50	1.00
Bus (30+ passengers)	1.00	1.00
Mobile Homes	0.943	1.00

<sup>45</sup> Town of Warrenton, Annual Comprehensive Financial Report Fiscal Year Ended June 30, 2023, <https://bit.ly/3W8BkJs>.

<sup>46</sup> Current Tax Rates, <https://bit.ly/4db6tC2>; Warrenton, Va, Personal Property Tax, <https://rb.gy/g1dlje>.



8. **The estimated current local revenue collections and intergovernmental aid, the collections and aid for the previous 10 years, and projections of the collections and aid (including tax receipts from real property, personal property, machinery and tools, merchants' capital, business and professional license, consumer utility, and sales taxes) within the municipality, and the county affected by the proposed annexation, and similar data for the past year for the area of the county proposed for annexation.**

As noted, both the county and town obtain most of their revenue from local real estate, personal property, and local taxes. A breakdown of the revenue collected from 2014-2023 by both municipalities is reflected in the tables below:



**Table 8.1– Revenue (County) <sup>47</sup>**

Year	General Property Taxes	Local Sales and Use Taxes	Utility taxes	Business and Professional Taxes	Motor Vehicle Taxes	Taxes on Recordation and Wills	Other Local Taxes	Investment Income	Misc.	Grants/Contributions	Total (including Transfers)
023 <sup>1</sup>	9,225,235	13,946,263	1,898,443	2,982,191	20,485	1,702,273	5,446,035	4,510,939	350,174	16,209,540	228,483,920
022	3,352,481	13,399,789	1,689,430	2,724,747	68,595	2,922,087	590,249	419,232	1,759,784	16,923,612	205,266,753
021	8,880,374	12,986,419	1,797,046	2,247,173	2,011,920	3,348,241	368,070	578,485	26,440	17,067,268	190,594,337
020	4,969,913	10,533,415	1,748,470	1,801,247	2,011,001	2,271,130	223,430	1,585,837	296,774	17,567,750	179,797,860
019	2,069,874	9,571,159	1,742,954	1,760,438	2,018,892	1,746,669	309,902	2,018,074	235,204	16,326,688	186,595,133
018	2,406,712	9,057,564	1,813,473	1,564,338	1,984,960	1,789,913	296,329	1,096,000	138,972	16,266,425	174,150,606
017	6,643,418	9,241,227	1,608,950	1,632,643	1,957,392	1,731,125	260,204	600,847	156,345	17,284,375	169,960,664
016	0,409,532	8,305,286	1,631,861	1,444,902	1,911,876	1,720,164	235,719	408,673	481,040	17,876,956	164,929,382
015	5,741,425	8,024,703	1,658,205	1,353,040	1,870,836	1,514,756	259,151	301,739	389,682	17,705,302	158,028,011
014	0,882,416	7,558,981	1,650,054	1,436,850	1,826,612	1,656,673	198,096	348,189	977,300	17,555,313	152,630,709



**Table 8.2 – Revenue (Town)<sup>48</sup>**

Year	General Property Taxes	Other local Taxes	Permits, Fees, And Licenses	Fines and Forfeitures	Use of Money/ Property	Charges for Services	Misc. Revenue	Inter-Governmental	Total
23	1,739,907	11,581,881	219,987	72,205	488,121	1,019,342	283,266	1,045,074	19,708,864
22	1,461,261	8,785,869	207,878	76,229	(95,166)	1,075,663	238,715	3,839,592	15,590,041
21	1,379,006	8,658,389	294,301	112,113	22,995	486,599	264,835	3,567,328	14,770,566
20	1,342,789	7,421,820	226,685	155,478	329,960	871,183	887,871	3,633,250	14,869,036
19	1,312,429	7,480,756	257,969	188,749	348,274	1,203,731	1,060,766	3,510,005	15,372,679
18	1,261,220	7,314,555	170,336	166,622	137,843	1,229,165	367,596	3,092,119	13,739,456
17	1,248,466	6,931,463	166,562	125,169	96,515	1,187,054	346,308	3,387,633	13,489,170
16	677,081	6,513,579	177,739	128,499	46,417	1,252,194	207,646	3,173,126	12,176,955
15	674,372	6,133,479	203,476	185,186	21,392	1,342,194	110,473	3,044,793	11,715,365
14	589,341	6,213,306	128,220	259,464	21,663	170,563	96,910	3,040,824	10,520,291

**Table 8.3<sup>49</sup> - Local Revenue (County)**

	2018	2019	2020	2021	2022
Real Estate Taxes	102,147,815	99,204,553	99,833,732	100,913,269	107,714,832
Personal Property Taxes	23,784,643	26,195,925	27,724,034	30,105,456	30,001,274
All other local taxes	7,449,012	7,578,855	8,055,278	16,715,550	5,057,500
Local Sales Taxes	9,057,564	9,571,159	10,533,413	12,696,419	10,137,200
Total	133,381,470	142,550,492	146,146,457	160,430,694	152,910,806

<sup>47</sup> Fauquier County, Virginia, Adopted Comprehensive Financial Report Year 2022, <https://bit.ly/3JjblYa>

<sup>48</sup> Town of Warrenton, VA, Annual Comprehensive Financial Report Fiscal Year 2022. <https://bit.ly/3W1dNtK>.

<sup>49</sup> County of Fauquier, Virginia, Fiscal Year 2020 Adopted Budget, <https://bit.ly/4b0KXhE>; County of Fauquier, Virginia, Fiscal Year 2022 Adopted Budget, <https://bit.ly/3UaIoTo>; County of Fauquier, Virginia Fiscal Year 2023 Adopted Budget, <https://bit.ly/47vD3vm>.



**Table 8.4<sup>50</sup> - Local Revenue (Town)**

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
General Property Tax	1,342,789	1,379,006	1,461,261	1,739,907
Local taxes	7,421,820	8,658,389	8,785,869	11,581, 881
Permits and other licenses	226,685	294,301	207,878	2199,987
Fines and forfeitures	155,478	112,113	76,229	72,205
Revenue from use of money	329,960	25,995	(95,166)	488,121
Charges for Services	871,183	486,599	1,075,663	1,019,342
Miscellaneous	574,273	264,835	238,715	283,266
Revenue from the Commonwealth	3,318,485	2,970,530	2,990,607	3,258,781
Revenue from Federal Government	628,363	596,798	839,985	1,045,074
<b>Total</b>	<b>14,869,036</b>	<b>14,770,566</b>	<b>15,590,041</b>	<b>19,708,864</b>

**Table 8.5<sup>51</sup> - Projected Revenue (County)**

	<u>2023</u>	<u>2024</u>
Real Property Tax	111,614,164	113,363,063
Personal Property Tax	29,700,000	31,500,000
Local Sales Tax	11,000,000	13,872,475
Other Local Taxes	9,417,500	8,959,500
Utility Tax	1,475,000	1,475,000
Permits and Fees	1,509,518	1,521,700
Fines and Forfeitures	356,739	355,429
Use money and Property	403,675	1,194,526

<sup>50</sup> Town of Warrenton, VA, Annual Comprehensive Financial Report Fiscal Year Ended June 30, 2023, <https://bit.ly/3W8BkJs>.



Charges for Services	975,094	1,041,008
Miscellaneous	614,490	678,293
Total	167,066,180	172,485,994

**9. The amount of long-term indebtedness and the purposes for which all long-term debt has been incurred by the municipality and the county affected by the proposed annexation.**

Neither locality has incurred any long-term indebtedness that has been affected by the proposed annexation. The Town may benefit from having additional tax revenue with which to retire any indebtedness, but, of course, the County loses no such revenue.

Both the County and the Town have long-term indebtedness. The purpose of the County's long-term indebtedness is to allow the County to acquire bonds for certain municipal projects. The Code of Virginia then requires the County to levy ad valorem taxes or specified revenue for the bonds. See Virginia Code § 15.2-2602. The County utilizes bonds for governmental activities and business-type activities.

The purpose of the Town's long-term indebtedness is similar to the County's. It is also used to fund the Town's governmental and business-type activities. The debt is repaid through taxation.

Below find the 2023 long -term outstanding indebtedness for the County:

**Table 9.1<sup>52</sup>- Governmental Activities (County)**

General Obligation bonds	2,110,000
Financing Agreements	27,237,834
General Obligation Bonds (direct placements)	44,315,000
Direct Bonds	8,585,000
Premium/discount on bonds payable	4,666,729
Lease Liabilities	1,282,275
Subscription Liabilities	1,677,551
Compensated Absences	5,533,712
Incurred but not Reported Claims	3,123,983
Total	98,532,084

<sup>52</sup> *Id.*



**Table 9.2<sup>53</sup> – Business-Type Activities (County)**

Financing Agreements	7,590,000
Revenue Bonds	16,845,934
Lease Liabilities	155,225
Compensated Absences	223,670
Landfill Closure and Post Closure	34,459,235
Total	60,989,281

**Table 9.3<sup>54</sup> – Total of Both Activities for the County**

Governmental Activities	98,532,084
Business-Type Activities	60,989,281
Total	159,521,365

Below find the 2023 long-term outstanding indebtedness for the Town:

**Table 9.4<sup>55</sup> – Governmental Activities (Town)**

General Obligation Bonds	8,165,000
Premium on Refunding	1,532,885
Financed Purchases	31,383
Leased Liability	141,227
Compensated Absences	561,289
Total	10,431,784

**Table 9.5<sup>56</sup> – Business-Type Activities (Town)**

General Obligation bonds	10,583,000
Premium on refunding	543,546
Compensated Absences	187,437
Total	11,313,983

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<sup>53</sup> *Id.*

<sup>54</sup> *Id.*



**Table 9.6<sup>57</sup> – Total of Both Activities for the Town**

Governmental Activities	10,431,784
Business-Type Activities	11,313,983
Total	21,745,767

The annexation of the Property into the town will not have a significant impact on the long-term indebtedness of the Town or the County. The properties are currently an undeveloped parcel of land that will not cause any increase in debt at the present time. Development of the Property will provide additional ratepayers, but will not increase the need for additional indebtedness.

**10. The need in the area proposed for annexation for urban services, including those listed in this subdivision, the level of services provided by the municipality and by the county affected by the proposed annexation, and the ability of the municipality and the county to provide the services in the area proposed for annexation:**

**A. Sewage Treatment.**

As noted in the Introduction, the current wastewater treatment capacity of the Warrenton Wastewater Treatment Plant is 2.5 million gallons per day, and confirms that the actual average daily flow to the WWTP in 2021 was only 1.72 million gallons per day.<sup>58</sup> EPA uses a guideline of 80-90 percent of original design capacity for 90-180 consecutive days as a threshold basis for investigating alternatives for reducing or responding to future loadings. If the rate of increase in loadings suggests that the full capacity of the plant will be utilized within five to seven years, then expansion planning may need to begin immediately. The current average daily flow is less than 80% of design capacity and as noted, the Town anticipates increasing its treatment capacity to 3.0 million gallons per day within 10 years.

The development of the Annexed area will require approximately 124,000 gallons per day of sewage treatment under its most intense scenario. It is only possible to estimate the demand that might be generated by Land Bay W since no specific land uses have been determined for that 25 acre parcel.

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<sup>58</sup> Town of Warrenton Comprehensive Plan, <https://bit.ly/441puCC>.



## B. Water.

Public water is already available to the annexation area 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 Planning and Water Service Agreement"), a copy of which is attached hereto as Exhibit I.

## C. Solid Waste Collection And Disposal.

The Town provides household refuse collection twice a week.<sup>59</sup> The service does not accept liquids, hazardous waste (like paints, cleaners, fuel, oil, pesticides, batteries), large items, fluorescent bulbs, or furniture.<sup>60</sup> These items can be disposed of at the Fauquier County Landfill.

The Town also has a weekly curbside recycling program, with recyclables set out curbside.<sup>61</sup> Residents are asked to use the town-issued, 18-gallon blue bin for recyclables. Accepted materials include plastics labeled #1 or #2, aluminum, tin, and steel. Glass, Styrofoam, aerosol cans, plastic bags, and certain types of boxes (like cereal boxes and similarly sized cardboard containers).

Fauquier County does not have a similar public collection system, but uses private companies. It has several collection sites, including the Corral Farm Collection Site, which accepts household trash, bulk waste, and recycling.<sup>62</sup> On Sundays certain items like household hazardous waste and chargeable items are not accepted. It also has several Remote Collection Sites located in Catlett, New Baltimore, Marshall, Markham, and Morrisville, that collect household trash and recycling.<sup>63</sup> Double axle trailers are not allowed at any remote site, and single axle trailers are restricted at certain sites.

The Remington Recycling Site is exclusively for recycling and does not accept trash, and operates on a more limited schedule.<sup>64</sup>

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<sup>59</sup> Warrenton, Virginia, Refuse Collection Schedule, <https://bit.ly/4b8Avo1>.

<sup>60</sup> *Id.*

<sup>61</sup> Warrenton, Virginia, Recycling Collection, <https://bit.ly/4batsvf>.

<sup>62</sup> Fauquier County, Virginia, Collection Sites, <https://bit.ly/49UFUhl>.

<sup>63</sup> *Id.*

<sup>64</sup> *Id.*



Fauquier County facilities accept waste from residents and small-scale family farms (excluding commercial farms) and require proper identification for disposal. There are no quantity limits for residential customers delivering their own household waste in vehicles smaller than a one-ton pickup truck or a flat 4 x 8 foot trailer. Users must display evidence of residence in Fauquier.

Hazardous waste from farms and businesses is not accepted. Only household quantities of hazardous waste from Fauquier County residents are accepted, with limitations on quantities (40 pounds solid or 15 gallons liquid per day). Liquids must be in original containers no larger than 5 gallons each.

#### D. D. Public Planning.

Both the Town and County have Planning and Community Development Departments. The County's Department of Community Development was intimately involved in the review of the approved 2022 Rezoning application and is therefore very familiar with its details.

The Town Planning Department is equally familiar with the Rezoning and if the Annexation is approved will be involved in the further planning of Land Bay W, administration of the Rezoning, and the processing of site and subdivision plans for the entire development.

#### E. Subdivision Regulation And Zoning.

Because the annexation area is already zoned there are several Alternatives for development, If the land remains in the County, the subdivision process will be managed by the County's Community Development Department.

Under Alternatives in which both residential development and for commercial development of Land Bay W would occur, this would only be the case after the land was brought into the Town. Then the Town's Planning Department would manage the subdivision process, with assistance from other Town services such as the Department of Public Works.

It is the Private Parties' understanding that if this were to occur, the Town would adopt the County's PRD zoning text and administer the PRD-zoned land as it has been proffered in the County without modification, and Land Bay W under the Town's presently existing C (Commercial) Zoning District upon further application by the site developer.

#### F. Crime Prevention And Detection.



Warrenton has a Police Department with a Chief, Timothy Carter, appointed by the Council, 29 additional sworn officers, and 2 administrative personnel. It operates with a current budget of approximately \$4,200,000.<sup>65</sup> It has an Operations Bureau responsible for Patrol, and Special Services which provides both Motorcycle and Bicycle Patrol. It also has a Support Services Bureau, which includes the Investigations Section for general investigations, Internet Crimes against Children, and a Blue Ridge Task Force. That Bureau also has a Purchasing and Evidence Section, and an Administrative Support Section.

Fauquier County has an elected Sheriff, Jeremy Falls. His Office has received its accreditation from the Virginia Law Enforcement Professional Standards Commission. Its most recent budget provides funding in the amount of just under \$23.5M with a full time staff of 185, including both sworn and administrative personnel. The Office is responsible for courthouse safety, operation of the adult detention center, law enforcement, and support operations that include communications, crime analysis, training, and records management among other support functions.<sup>66</sup> The Sheriff also has an Accounting Manager to ensure that funds are properly accounted for.

#### G. Fire Prevention and Protection.

The County has a combined fire and rescue system that is serviced by a combination of professional career staff employed by Fauquier County and volunteers. This combined system provides fire, rescue and other emergency services to all the incorporated Towns within Fauquier County. The County maintains a professional staff of approximately 176 within its Department of Fire Rescue and Emergency Management which has an annual budget in excess of \$32.4 million There are 9 volunteer fire and rescue agencies operating in the County.<sup>67</sup> Those companies are the Remington Volunteer Fire and Rescue Company, the Marshall Volunteer Fire and Rescue Department, The Plains Volunteer Fire Company, Catlett Volunteer Fire and Rescue Department, Goldvein Volunteer Fire Department, New Baltimore Fire and Rescue Department, Orlean Volunteer Fire Department, Lois Volunteer Fire Department, and the Warrenton Fire Company.

Previously, the Town provided a small paid staff of 2 at the Warrenton Volunteer Fire Company that was eliminated in the 2023 budget because the Town's

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<sup>65</sup> Fauquier County, *Fiscal Year 2023 Adopted Budget*, <https://bit.ly/47vD3vm>

<sup>66</sup> Town of Warrenton, Virginia, *Fiscal Year 2022-2023 Adopted Budget*, <https://bit.ly/4aP6sC2>

<sup>67</sup> Fauquier County Fire Rescue System, <https://bit.ly/3JAKM5B>.



support for that Company ceased when Fauquier County assumed those positions within the County's Department of Fire Rescue and Emergency Management.<sup>68</sup>

The first due fire and rescue company to the annexation area would be the Warrenton Volunteer Fire Company, which is approximately 2 miles distant.

#### H. Public Recreational Facilities.

The proffered conditions to the Rezoning include a one-time cash proffer towards public recreational facilities. The County maintains 8 parks, 3 community centers, 2 sports complexes, and a community pool.<sup>69</sup> The Town maintains 5 parks, 1 dog park, and 1 sports complex.<sup>70</sup> Town residents have access to the County's public recreational facilities. The future residents would have the same access to both the County and Town's facilities. In addition, the Town recently completed construction of the Warrenton Aquatic and Recreation Facility (the "WARF").<sup>71</sup>

#### I. Library Facilities.

The County maintains the library facilities, and both the County and Town residents enjoy access to the library facilities. There are 3 libraries located in the County the Warrenton Library, the Bealeton Library, and the Marshall Library with 1 library kiosk located in Vint Hill where residents can check out and return books.<sup>72</sup> The development of the proposed annexation area will not have an effect on library facilities. Future residents would have access to the County library facilities since both Town and County residents can use the facilities.

#### J. Curbs, Gutters, And Sidewalks.

All major internal roads are intended to be public streets, maintained by the Virginia Department of Transportation or the Town, whichever has jurisdiction thereof.<sup>73</sup> This would not include those private streets (alleys) that will serve as

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<sup>68</sup> Town of Warrenton, Virginia, Fiscal Year 2022-2023 Adopted Budget, <https://bit.ly/4aP6sC2>.

<sup>69</sup> Fauquier County, Virginia, Parks, 7, <https://bit.ly/3Uvwa99>; Fauquier County, Virginia, Community Centers, <https://bit.ly/3Qfw1Ec>.

<sup>70</sup> Town of Warrenton, Parks & Trails, <https://bit.ly/3UgY6vV>.

<sup>71</sup> Town of Warrenton, Warrenton Aquatic & recreation Facility (WARF), <https://bit.ly/4b2uhq4>.

<sup>72</sup> Fauquier Public Library, Locations & Hours, <https://bit.ly/4bbcQn3>.

<sup>73</sup> Fauquier County, *Fiscal Year 2023 Adopted Budget*, <https://bit.ly/47vD3vm>.



access to garages constructed on certain residential dwelling lots within the PRD Area. The roads and streets are depicted on the Concept Development Plan in Exhibit C. Private streets will be maintained by the developer until it has turned over control of common areas (including these private streets) to the property owners' association.

All roads will be built with curb, gutter, and sidewalks. Alleys will not.

The Town's Public Works Department is responsible for maintaining 93.47 lane miles of roadway and right-of-way, a significant number of public sidewalks, 10 traffic signals, and 15.5 miles of storm sewers.<sup>74</sup> Once the public streets in the annexation area have been completed to Town standards and accepted by the Council, they will be maintained by the Town.

#### K. Storm Drains.

Existing storm drainage in the Annexation area is managed by the Town's Department of Public Works, which enforces the Town's Stormwater Management Regulations. Because the Annexation area itself is undeveloped, there are as yet no stormwater controls in place. Development will be required to adhere to current requirements. The principal immediate drainageway is Turkey Run, which joins with Cedar Run, which ultimately flows into the Occoquan River and then to the Potomac.

A specific goal of the Town's 2023 budget is to "[q]uantify street sweeping effectiveness and storm drain cleaning for MS4 nutrient reduction credit."

#### L. Street Lighting.

The proffered conditions to the Rezoning provide that the property owners' association will be responsible for the continuing maintenance a multiplicity of common facilities, among which are the street lights that will be installed throughout the development.

#### M. Snow Removal.

Fauquier County does not have any County maintained roads and, therefore, does not provide snow removal services. Public roads within the County are transferred to the Virginia Department of Transportation's secondary system of

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<sup>74</sup> Town of Warrenton, VA, Adopted Budget Fiscal Year 2022-2023, 63. <https://bit.ly/4aP6sC2>.



highways for maintenance purposes; this includes snow removal. The following information is relevant to snow removal in the Town of Warrenton.<sup>75</sup>

Item	FY23	FY24	Note
Snow Salaries	\$41,300	\$41,300	Budgeted amount
Salt	\$72,000	\$90,880	Amount encumbered on Morton PO
Plowing Services	\$40,000	\$50,489	FY23 – Amount encumbered on ADC PO FY24 – The Town has not yet issued a PO – the increase was estimated based on the increase in the salt PO
Salt Spreaders	\$68,000	0	

Snow removal in the Town is performed by its Department of Public Works. The Town Budget does not provide a discrete break down of expenditures for this function, but it is included in the summary for Arterial Street Maintenance. The total amount allocated to operations is \$129,300, and \$14,700 has been allocated to personnel, reflecting an amount budgeted for compensation related to snow removal and overtime performed on Arterial Streets.<sup>76</sup>

#### N. Street Maintenance.

Please see the response to J, above.

#### O. Schools.

Currently, there are no school-aged children living on the Property as it is undeveloped. When the Property is developed, it will have no more than 270 housing units, and the number of students estimated by the time of buildout is 96. All 96

<sup>75</sup> This information was provided by Stephanie Miller, the Town of Warrenton Director of Finance in an email dated November 29, 2023.

<sup>76</sup> This information comes from the town of Warrenton, Virginia, Fiscal Year 2024 Adopted Budget.



students can be assumed to use the public school system although, of course, some may attend private schools or prefer home schooling. Because the community will be comprised of both single-family homes and townhouses, the student generation estimates will differ.

#### P. Housing.

At present there are approximately 4,373 houses in the Town. The United States Census Bureau reports that in 2022 the Median Property Value of owner-occupied homes was \$421,000.<sup>77</sup>

There are roughly 28,633 homes in Fauquier as of July 1, 2022.<sup>78</sup> The Census Bureau reports that in 2022 that Median Property Value was \$501,200.

The development of the annexation area will add 270 new homes to the available inventory, and of these 16 will be affordable.

For the purposes of the development of the site, the Proffers define "Affordable Lots" as:

lots upon which single-family attached homes may be constructed and offered for rent, or for sale, to those families or individuals with an imputed household income maximum equal to, or less than, 80% of the Average Median Gross Income ("AMGI") of the Washington, DC Metropolitan Statistical Area ("Washington MSA") as published by HUD for the applicable household size as long as the average of the imputed income limitations for all households owning or renting the homes constructed on the Affordable Lots is equal to, or less than, 60% of AMGI. Notwithstanding the aforesaid, a minimum of two (2) of the single-family attached homes to be constructed on the Affordable Lots shall be offered for rent, or for sale, to those families or individuals with an imputed household income maximum equal to, or less than, 40% of the AMGI of the Washington MSA as published by HUD for the applicable household size.

#### Q. Public Transportation.

<sup>77</sup> US Census, Quick Facts, Warrenton, VA, <https://tinyurl.com/4rhs9fr>.

<sup>78</sup> US Census Quick Facts, Fauquier County, VA, <https://tinyurl.com/yreb36ue>.



Warrenton is served by the Circuit Rider, a function of Virginia Regional Transit, with two Routes, Blue and Gold.<sup>79</sup> At present the closest stop to the proposed annexation area is located at the Laurel Ridge Community College at 6480 College Street in Warrenton. The County has no public transportation system other than the ability of its residents to participate in the Circuit Rider program.

**11. Efforts made by the municipality and the county affected by the proposed annexation to comply with applicable state policies with respect to environmental protection, public planning, education, public transportation, housing, and other state service policies promulgated by the General Assembly.**

Recognizing that this question principally applies to efforts that are made by the Town and County, the Rezoning included Proffers of compliance with the stringent stormwater management regulations that are currently applicable to development in the Commonwealth, and if the Annexation is approved, the use of public water and sewer systems. The Private Parties will contribute substantial sums to the County school system through the conditional zoning proffer system, schools in which in which the residents of the Town participate. As previously noted, the rezoning was subjected to extensive public planning review and includes 16 townhouse units that are recognized by the County as affordable housing.

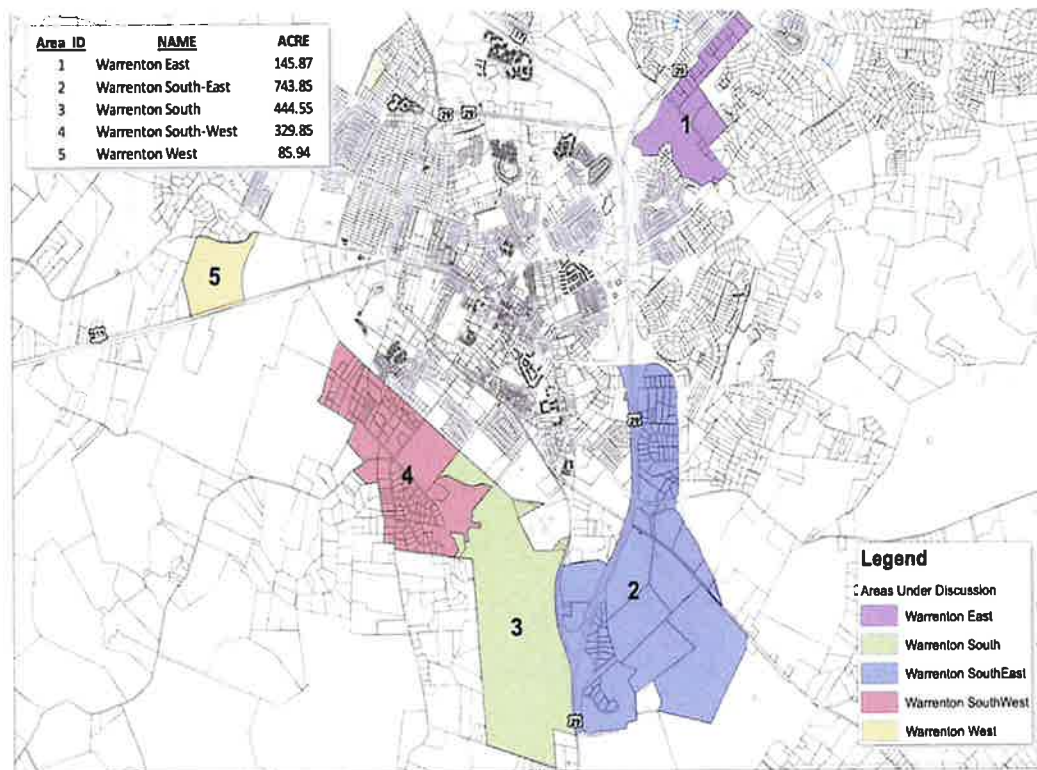
**12. The community of interest which (i) may exist between the municipality and the area proposed for annexation and its citizens and (ii) may exist between that area and its citizens and the rest of the county; the term "community of interest" may include consideration of natural neighborhoods, natural and manmade boundaries, the similarity of service needs, and economic and social bonds.**

The Town is the County seat of Fauquier, where almost all public offices are located for both jurisdictions, and where the courts are to be found. The proposed annexation area has previously been identified by the Town as one of several areas that it would consider for inclusion in the Town's boundaries. It is, however, presently the only such area under active consideration because of the Rezoning and this Petition. The Alwington Farm Parent Tract is the property identified with the number 3.

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<sup>79</sup> Town of Warrenton, VA, Adopted Budget Fiscal Year 2022-2023, 24. <https://bit.ly/4aP6sC2>.





The Farm is immediately adjacent to the Town, and in recent years the Town has approved significant development along Alwington Boulevard, resulting in the construction of both a Home Depot and a Wal-Mart on that road, on property that had been sold to those entities by the Arringtons.

Children who live in the residential neighborhoods already existing to the west and north of the site attend Brumfield Elementary School, Taylor/Warrenton Middle School, and Fauquier High School, as will any students who might live in the homes to be developed on the Property. It is across the street from the Laurel Ridge Community College, Fauquier Campus, to which it is likely that some residents of both the County and Town will attend.

As noted elsewhere, it has already been included in the Joint Planning and Water Service Agreement that makes Town water available indicating that the Town perceives that the area is appropriate for that public utility.

Under the Proffers there will be consequential improvements to the sewer system that will serve the area, and the proposed annexation area is already included



in the Fauquier County Warrenton Service District, those areas of the County in which it anticipates growth in the provision of public utility services.<sup>80</sup>

**13. Any arbitrary prior refusal to cooperate by the governing body of the municipality or of the county affected by the proposed annexation, if such has occurred, to enter into cooperative agreements providing for joint activities that would have benefited citizens of both localities.**

There has been no arbitrary prior refusal to cooperate in connection with the Rezoning of the area of the proposed annexation. Indeed, the localities previously engaged in extensive discussions about a proposed annexation of the same area in 2007 that ended only when the economy collapsed in 2008. The developer at that time did not renew its interest, and it has only been recently that the current owner (the heir to Mrs. Arrington) and Van Metre Communities have re-initiated the process.

**14. The need for the municipality to expand its tax resources, including its real estate and personal property tax base.**

There is not a municipality in Virginia the size of Warrenton that could not benefit from an increase in tax revenue. A singular example of this has been mentioned herein, in that it will need to expand its wastewater treatment plant within the next decade, and will very likely require additional monies to cover bond payments, and the additional revenue from growth will be valuable for that purpose.

The Property is currently an undeveloped parcel of land in the County. While the land does not need any further municipal funding because it's undeveloped, the land is not yielding substantial tax revenue for the County either. If the Property is annexed into the Town, then Van Metre will commercially develop the land. The Property's future commercial development will be beneficial for the Town by increasing the Town's real estate and personal property tax base. The revenue from this new tax base will provide additional substantial funds for the Town's maintenance and services.

**15. The need of the municipality to obtain land for industrial, commercial, and residential development.**

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<sup>80</sup> The Fauquier County Comprehensive Plan says of these Districts that "[s]ince 1967, the underpinning of the Fauquier County planning goal is to concentrate and guide growth into Service Districts. Service Districts are the County's urban growth areas with more intensive use and density. In order to support and promote growth, adequate public facilities and infrastructure, including public water and sewer, have been planned for the service districts." Fauquier County Comprehensive Plan, Service District Plan, p. 3, February 8, 2018.



The Town's population in 1990 was 4,882, in 2000 it was 6,536, in 2010 it was 9,611, and in 2023 it was 10,197.<sup>81</sup> In the past 30 years its population has slightly more than doubled. Between 1990 and 2000, 1,654 people moved to Town, between 2000 and 2010, 3,785 people did, but between 2010 and 2023 only 586 people have chosen Warrenton as home. In substantial part this is because the Town is largely built out and there has not been significant redevelopment. The inventory of homes is limited, and if the Town seeks to increase its population, then the inclusion of an approved residential community on land that is not yet in the Town, would do so. It is also the case that the Census Bureau reports that the median age in the Town is slightly over 40, and it can be reasonably assumed that at least some of the new purchasers will be younger. Moreover, there will be 25 acres of new commercial land available, and there is little available undeveloped commercial land in the Town today. The land cannot be developed industrially.

Fauquier County is mostly zoned rural agricultural to protect the rural nature of the area, and those efforts maintain the character of the County.<sup>82</sup> However, the Town's stated goals are to embrace mixed use land development in order to develop and redevelop the area.<sup>83</sup> The Town's Comprehensive Plan explains that, "Residents value the charm of their community and seek to enhance it."<sup>84</sup>

The rezoning supports the development of the Town. As the population of the Town increases, the needs of the Town to sustain and expand its development increase as well. Specifically, the Town needs to fund capital improvement projects and residential options to its citizens. The rezoning allows Van Metre to commercially develop the currently undeveloped land. The Property, once it is annexed, will provide a new tax base for the Town. The revenue from the new tax base will be beneficial to the Town by providing necessary funds to improve development. Without this Property, then the Town is forced to use revenue from its existing tax base to maintain development. Not only will the Property itself benefit the Town when it is commercially developed, but it will also generate revenue for the Town to revitalize the area it has targeted for redevelopment in its Comprehensive Plan.

**16. The adverse effect on the county affected by the proposed Annexation resulting from the loss of areas suitable and developable for industrial, commercial, or residential use.**

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<sup>81</sup> These numbers have all been obtained from the United States Census Bureau.

<sup>82</sup> Fauquier County, 2015 Comprehensive Plan, <https://bit.ly/3U1mHF2>.

<sup>83</sup> Plan Warrenton 2040 Comprehensive Plan, <https://bit.ly/441puCC>

<sup>84</sup> *Id.*



There is no net adverse effect on the County. Warrenton is a Town, the County will lose very little in terms of tax revenue, only a small portion of tax revenue attributable to a commercially developed parcel outside of the Arrington property. The County approved the Rezoning on the Arrington parcel and when that land is developed it will result in a net increase overall of tax assessed value over the total assessed valuation than today. If this annexation occurs, the Town can provide needed services to the property that would allow and facilitate the commercial development of approximately 25 acres of land that would result in substantial additional tax revenue for both the County and Town that would not occur without the boundary line adjustment. These public services are currently not available to this property within the County and not anticipated to be available to the parcel in the foreseeable future. The residential development of the property will cause the County to experience some additional cost in its school system and other services, but that should be largely offset by proffers paid by Van Metre and the additional tax revenue.

**17. The adverse effect on the county of the loss of tax resources and public facilities necessary to provide services to those persons in the remaining areas of the county after the proposed annexation.**

As noted above, there will be no loss of tax resources to the County after the annexation, since it will continue to tax property in the Town. It will experience an increase in tax revenue from both the residential and commercial development as they are completed.

**18. The adverse impact of the proposed annexation on agricultural operations located in the area proposed for annexation.**

The land is currently being used agriculturally. The tenant farmer rotates his crop between hay, corn, and soy. The approved Rezoning does not preclude the continued use of the Property for that purpose until development of the land occurs, as a lawful nonconforming use. That portion of the Alwington Farm land that is not to be annexed will remain agriculturally zoned and may continue the practice.

**19. The terms and conditions upon which the municipality proposes to annex, its plans for the improvement of the annexed territory during the 10-year period following annexation, including the extension of public utilities and other services, and the means by which the municipality shall finance the improvements and extension of services.**

The terms and conditions of the annexation are set out in the Voluntary Settlement Agreement, which incorporates the Proffers, and which binds the development of the property if developed in the County. The Town will incur no expense for public utilities or road construction, and will experience only those costs



that it incurs for all other residents of the Town on an ongoing basis. These new residents, of course, will pay taxes as all existing residents.

The Parties anticipate that if the property is annexed into the Town, the Town will administer the development of the PRD portion of the property per the Rezoning as it has been proffered in the County, so that the land will be developed as it has been approved by Fauquier County, regardless, in which jurisdiction it ultimately lies. If it is brought into the Town then there will be a 25 acre parcel (Land Bay W) zoned to the Town's Commercial zoning classification, and development of that parcel will be administered by the Town planning and zoning staff along with any legislative approvals approved by the Town Council.

**20.Data pertinent to a determination of the appropriate financial settlement between the municipality and the affected county as required by § 15.2-3211 of the Code of Virginia and other applicable provisions of the Code of Virginia.**

This is not relevant to this Petition, inasmuch as neither jurisdiction will be required to expend any funds to improve any public roads, construct sidewalks, install water mains, sewer lines, garbage disposal systems, or any of the other items that are set forth in Va. Code Ann. § 15.2-3211. All costs of development will be borne with and by the development of the property.

#### **SECTION IV: BEST INTERESTS OF THE COMMONWEALTH**

A salient factor prescribed by the Code of Virginia for consideration in annexation issues is the prospective impact of the proposed annexation on the "best interest of the Commonwealth in promoting strong and viable units of government." Continued agricultural use of the Property proposed here is unlikely because the Property has been considered for eventual annexation into the Town. It is in the Commonwealth's best interest to have a property that is prime for development, and slated to be annexed into the Town at some point in time, to develop consistently subject to the Town's requirements, even as modified by it to comport to the rezoning that has been approved by the Board of Supervisors.

Because of that Rezoning, the area proposed for annexation will be the location of future residential and, if included in the Town, commercial development that will provide the Town and County with additional tax resources, and a moderate level of growth. Moreover, the proposed annexation will not have major adverse effect upon the revenues of either the Town or Fauquier County, and would not threaten the future viability of the either. It would result in both jurisdictions being stronger, and that cannot help but benefit the Commonwealth.



## SECTION VI: CONCLUSION

Both the Town of Warrenton and Fauquier County believe that this annexation is in the best interests of both jurisdictions, making the Town stronger without weakening the County, and thus serving the near and long term interests of the Commonwealth and they respectfully anticipate the Commission's review, consideration, and any recommendations that it may choose to make.



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	RESOLUTION BY ALWINGTON FARM, LLC
EXHIBIT -	G	RESOLUTION BY ALWINGTON FARM DEVELOPERS, L.L.C.
EXHIBIT -	H	RESOLUTION BY VAN METRE COMMUNITIES, LLC
EXHIBIT -	I	TRI-PARTY WATER AGREEMENT



## EXHIBIT A

**Metes and Bounds Description of the proposed annexation line from Fauquier County,  
Virginia into the Town of Warrenton, Virginia. Prepared by Bowman on April 1, 2024.**

BEGINNING AT A POINT LOCATED IN THE WESTERN RIGHT OF WAY OF JAMES MADISON HIGHWAY, SAID POINT ALSO BEING IN THE EASTERN PROPERTY LINE OF ALWINGTON FARM, LLC (GPIN 6983-44-5875-000) AND ALSO A CORNER OF THE EXISTING FAUQUIER COUNTY/TOWN OF WARRENTON BOUNDARY LINE;

THENCE DEPARTING THE EXISTING FAUQUIER COUNTY/TOWN OF WARRENTON BOUNDARY LINE AND RUNNING WITH THE WESTERN RIGHT OF WAY OF JAMES MADISON HIGHWAY AND THE EASTERN LINE OF ALWINGTON FARM, LLC THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

S 31°25'06" W, A DISTANCE OF 72.79 FEET TO A CONCRETE VDOT MONUMENT;

S 13°59'17" W, A DISTANCE OF 51.72 FEET TO A POINT;

S 22°04'13" W, A DISTANCE OF 103.60 FEET TO A POINT;

S 18°34'38" W, A DISTANCE OF 104.43 FEET TO A CONCRETE VDOT MONUMENT FOUND;

S 15°36'32" W, A DISTANCE OF 105.49 FEET TO A POINT;

S 11°00'58" W, A DISTANCE OF 106.24 FEET TO A CONCRETE VDOT MONUMENT FOUND;

S 07°22'30" W, A DISTANCE OF 88.40 FEET TO A POINT;

S 03°07'44" W, A DISTANCE OF 117.67 FEET TO A POINT;

S 00°11'47" E, A DISTANCE OF 100.00 FEET TO A CONCRETE VDOT MONUMENT FOUND;

S 00°46'10" E, A DISTANCE OF 273.66 FEET TO A POINT;

WITH THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2651.48 FEET, WITH A CHORD BEARING OF S 05°00'11" E, AND A CHORD LENGTH OF 391.50 FEET, FOR AN ARC DISTANCE OF 391.86 FEET TO A POINT;

S 04°19'08" E, A DISTANCE OF 52.35 FEET TO A POINT;

S 11°15'54" E, A DISTANCE OF 118.14 FEET TO A POINT;

S 05°37'44" E, A DISTANCE OF 127.56 FEET TO A POINT;

S 17°17'31" E, A DISTANCE OF 382.87 FEET TO A POINT;

S 24°11'01" E, A DISTANCE OF 226.12 FEET TO A POINT;

THENCE DEPARTING THE WESTERN RIGHT OF WAY OF JAMES MADISON HIGHWAY AND THE EASTERN LINE OF ALWINGTON FARM, LLC AND RUNNING ACROSS THE LAND OF ALWINGTON FARM, LLC WITH A PROPOSED ZONING LINE N 84°41'24" W, A DISTANCE OF 1014.57 FEET TO A POINT;

THENCE CONTINUING WITH AN EXISTING ZONING LINE N 84°46'19" W, A DISTANCE OF 1715.84 FEET TO AN IRON PIPE FOUND ON THE EASTERN LINE OF THE PROPERTY OF LORETTA FLYNN (GPIN 6983-24-9581-000), SAID POINT ALSO BEING ALONG THE WESTERN PROPERTY LINE OF THE ALWINGTON FARM, LLC;



THENCE RUNNING WITH THE WESTERN LINE OF ALWINGTON FARM, LLC N 04°41'49" W, A DISTANCE OF 2228.67 FEET TO AN IRON PIPE FOUND AT THE NORTHEASTERN CORNER OF THE PROPERTY OF THOMAS KEITH BAKER (GPIN 6983-26-9461-000);

THENCE CONTINUING WITH THE WESTERN LINE OF ALWINGTON FARM, LLC AND THE NORTHERN RIGHT OF WAY OF LEETON COURT N 82°41'00" W, A DISTANCE OF 387.28 FEET TO A POINT AT THE SOUTHEASTERN CORNER OF LOT 1 OF ALWINGTON ESTATES, LLC (GPIN 6983-27-7006-000);

THENCE DEPARTING THE NORTHERN RIGHT OF WAY OF LEETON COURT, CONTINUING WITH THE WESTERN LINE OF ALWINGTON FARM, LLC AND RUNNING WITH THE EASTERN LINE OF LOT 1 OF ALWINGTON ESTATES, LLC THE FOLLOWING THREE (3) COURSES AND DISTANCES:

N 07°19'00" E, A DISTANCE OF 60.00 FEET TO A POINT;

N 44°42'38" E, A DISTANCE OF 248.17 FEET TO AN IRON PIPE FOUND;

N 09°04'10" W, A DISTANCE OF 163.68 FEET TO A POINT, SAID ALSO BEING THE SOUTHEASTERN CORNER OF ALWINGTON ESTATES, LLC (PIN 6983-28-8269);

THENCE DEPARTING THE EASTERN LINE OF LOT 1 OF ALWINGTON ESTATES, LLC, CONTINUING WITH THE WESTERN LINE OF ALWINGTON FARM, LLC AND RUNNING WITH THE EASTERN LINE OF ALWINGTON ESTATES, LLC THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

N 57°28'59" E, A DISTANCE OF 59.66 FEET TO A POINT;

N 82°20'22" E, A DISTANCE OF 85.23 FEET TO A POINT;

N 20°54'31" W, A DISTANCE OF 205.75 FEET TO A POINT;

N 19°48'23" E, A DISTANCE OF 195.15 FEET TO A POINT;

N 88°31'08" E, A DISTANCE OF 188.95 FEET TO A POINT;

THENCE DEPARTING THE EASTERN LINE OF ALWINGTON ESTATES, LLC, DEPARTING THE WESTERN LINE OF ALWINGTON FARM, LLC, AND RUNNING ACROSS THE PROPERTY OF ALWINGTON ESTATES, LLC WITH A PROPOSED ZONING LINE N 04°04'55" W 136.14' TO A POINT LOCATED IN THE EASTERN LINE OF ALWINGTON ESTATES, LLC AND IN THE WESTERN LINE OF ALWINGTON FARM, LLC;

THENCE DEPARTING THE PROPOSED ZONING LINE AND RUNNING WITH THE WESTERN LINE OF ALWINGTON FARM, LLC AND WITH THE EASTERN LINE OF ALWINGTON ESTATES, LLC THE FOLLOWING SIX (6) COURSES AND DISTANCES:

S 88°31'08" W, A DISTANCE OF 21.49 FEET TO A POINT;

N 01°28'52" W, A DISTANCE OF 26.41 FEET TO A POINT;

N 76°23'49" W, A DISTANCE OF 91.85 FEET TO A POINT;

N 19°48'23" E, A DISTANCE OF 141.22 FEET TO A POINT;

N 00°32'50" E, A DISTANCE OF 172.37 FEET TO A POINT;

N 43°33'20" E, A DISTANCE OF 519.91 FEET TO A POINT;



THENCE DEPARTING THE EASTERN LINE OF ALWINGTON ESTATES, LLC, DEPARTING THE WESTERN LINE OF ALWINGTON FARM, LLC, AND RUNNING ACROSS THE PROPERTY OF ALWINGTON ESTATES, LLC WITH THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 630.00 FEET, WITH A CHORD BEARING OF N 34°14'10" W, AND A CHORD LENGTH OF 328.54 FEET, FOR AN ARC DISTANCE OF 388.67 FEET TO A POINT TO A POINT LOCATED IN THE EASTERN LINE OF ALWINGTON ESTATES, LLC AND IN THE NORTHERN LINE OF ALWINGTON FARM, LLC;

THENCE RUNNING WITH THE WESTERN LINE OF ALWINGTON FARM, LLC AND WITH THE NORTHERN LINE OF ALWINGTON ESTATES, LLC THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

WITH THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 600.00 FEET, WITH A CHORD BEARING OF N 88°01'06" W, AND A CHORD LENGTH OF 464.02 FEET, FOR AN ARC DISTANCE OF 476.44 FEET TO A POINT;

N 65°16'11" W, A DISTANCE OF 573.23 FEET TO A POINT;

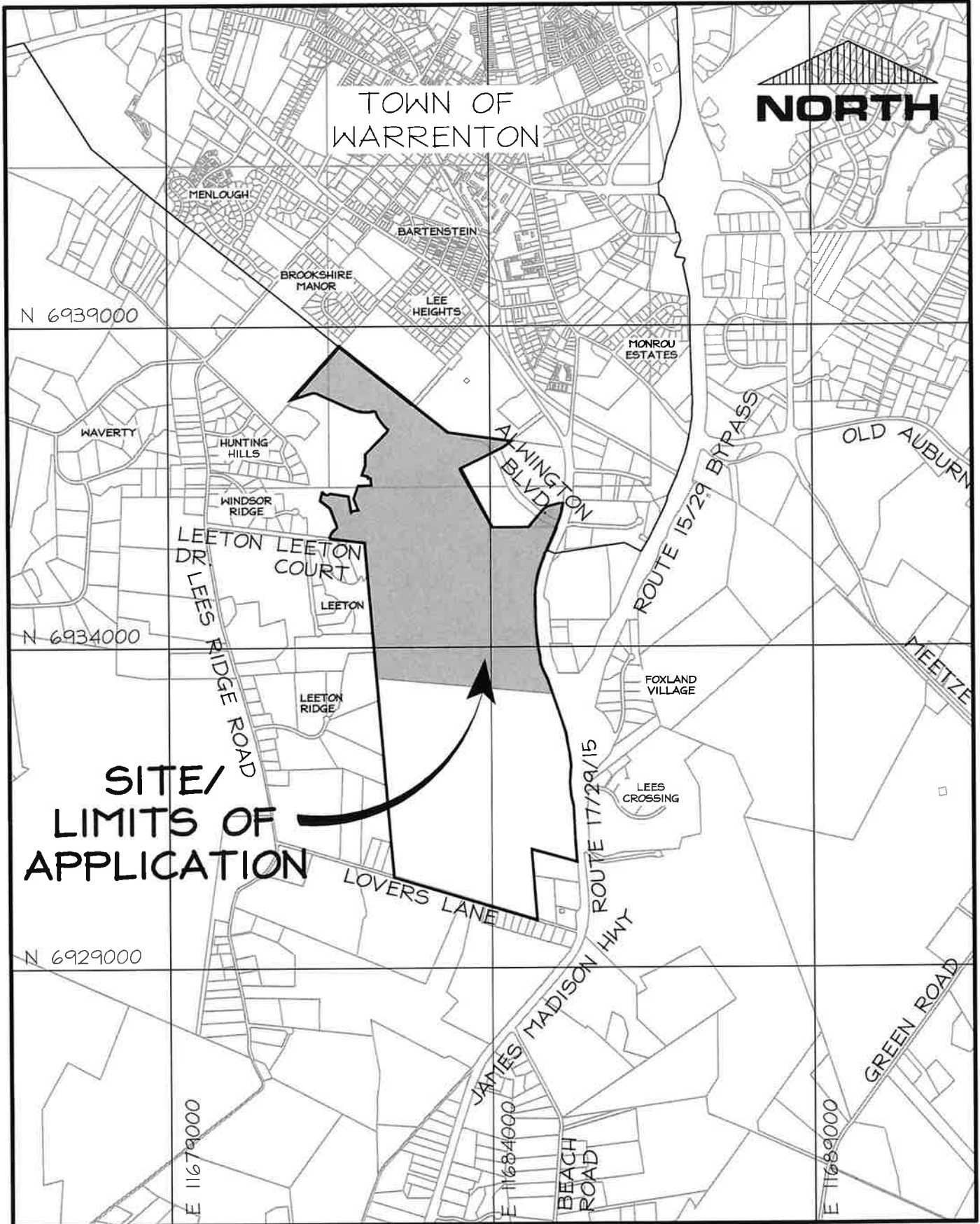
WITH THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 100.00 FEET, WITH A CHORD BEARING OF N 86°08'41" W, AND A CHORD LENGTH OF 71.27 FEET, FOR AN ARC DISTANCE OF 72.87 FEET TO A POINT;

S 72°58'49" W, A DISTANCE OF 301.64 FEET TO A POINT, SAID POINT BEING A NORTHWESTERN CORNER OF ALWINGTON ESTATES, LLC, AND ALSO IN THE EASTERN LINE OF HEIDI CROMWELL (GPIN 6983-19-5491);

THENCE DEPARTING THE NORTHERN LINE OF ALWINGTON ESTATES, LLC AND RUNNING WITH THE EASTERN LINE OF HEIDI CROMWELL AND THE WESTERN LINE OF ALWINGTON FARM, LLC N 41°53'27" E, A DISTANCE OF 480.15 FEET TO AN IRON ROD FOUND;

THENCE CONTINUING WITH THE EASTERN LINE OF HEIDI CROMWELL AND WITH THE WESTERN LINE OF ALWINGTON FARM, LLC, N 42°08'57" E, A DISTANCE OF 586.33 FEET TO IRON PIPE FOUND, SAID IRON PIPE BEING THE NORTHEASTERN CORNER OF HEIDI CROMWELL AND ALSO THE NORTHWESTERN CORNER OF ALWINGTON FARM, LLC AND ALSO A CORNER OF THE EXISTING FAUQUIER COUNTY/TOWN OF WARRENTON BOUNDARY LINE.



**VICINITY AND CONTEXT MAP**

SCALE: 1" = 2000'



**EXHIBIT C****ARRINGTON****Proffer Statement****Rezoning Case # REZN-22-017978**

December 19, 2022

Revised through October 20, 2023

**CURRENT ZONING:** PRD (Planned Residential District) and RA (Rural Agricultural)

**PROPOSED ZONING:** RA to PRD (Planned Residential District); and  
Existing PRD (Planned Residential District) to  
PRD (Planned Residential District) and Town of Warrenton  
Commercial (Alternative A and B Only) with Revised Proffers

**PROPERTY:** Portion of PIN 6983-44-5875-000

**ACREAGE:** 234.0877 in the Marshall Magisterial District

**RECORD OWNER:** Alwington Farm, LLC

**APPLICANTS:** Alwington Farm Developers, LLC  
Van Metre Communities, L.L.C.

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Alwington Farm, L.L.C., as the owner of the approximately 234.08765 acre portion of the Arrington property subject of this application identified on Exhibit A and shown on the Zoning Plat (as defined below) as the Application Property (the "Property"), on behalf of itself and its successors in interest (the "Owner"), pursuant to § 15.2-2298 of the Code of Virginia (1950), as amended, and the Fauquier County Zoning Ordinance, as amended (the "Zoning Ordinance"), hereby voluntarily proffers that upon approval of Rezoning Application REZN-22-017978 by the Fauquier County Board of Supervisors (the "County"), development of the Property shall be in substantial conformance (as defined in § 13-202(2)(D)(5) of the Zoning Ordinance) with the Concept Development Plan and Code Of Development (each as defined below) and attached hereto as Exhibit B and Exhibit C, respectively, as well as this Proffer Statement (the "Proffers").

These Proffers shall govern unless an amendment thereto is mutually agreed upon by the County and the Owner. Each Proffer listed herein and made in connection with this application for rezoning is made voluntarily and complies with applicable law. Each proffer is reasonably related both in nature and extent to the impacts of the proposed development pursuant to § 15.2-2303.4(D) of the Code of Virginia (1950), as amended. The County, nor any agent of the County, has suggested or demanded a proffer that is unreasonable under applicable law.



Upon approval, these Proffers shall supersede all other Proffers that may have been made prior hereto with respect to the Property, or any portion 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"), including, but not limited to, those Proffers set forth in the Proffer Statement last dated October 30, 2015, and approved by the County with rezoning application REZN-15-003477 on November 12, 2015 (the "Prior Proffers").

In the event the above referenced rezoning is not granted, these Proffers shall be deemed withdrawn and shall be null and void. In the event an appeal is considered by a court of competent jurisdiction and the application is thereafter remanded to the Board of Supervisors (the "Board") for reconsideration, or the rezoning is invalidated by that court, then these Proffers shall be deemed withdrawn unless the Owner affirmatively readopts all or any portion in writing specifically for that purpose. The headings of the Proffers set forth below have been prepared for convenience or reference only and shall not control or affect the meaning or be taken as an interpretation of any provision of the Proffers.

**1. DEVELOPMENT PLANNING DOCUMENTS:**

- A. All improvements proffered herein to be constructed or otherwise provided for by the Owner shall be provided at the time of development for that portion of the Property immediately adjacent thereto or including the improvement or other proffered requirement, unless otherwise specified herein or in the Code of Development as that term is defined below.
- B. The term "Owner" as referenced herein shall include the current owner of the Property and all future owners, heirs, assigns, and successors in interest.
- C. When used in these Proffers, the Concept Development Plan shall refer to Sheets 1, 2, 2A, 6, 7, 7A, 7B, 8, 8A, 8B, 9, 10, 15, 15A, and 15B of the plan set entitled "ARRINGTON, CONCEPT DEVELOPMENT PLAN, PLANNED RESIDENTIAL DEVELOPMENT PLAN, REZONING APPLICATION, MARSHALL MAGISTERIAL DISTRICT, FAUQUIER COUNTY, VIRGINIA" prepared by Bowman Consulting Group, Ltd. and dated July 18, 2022 with revisions through October 20, 2023, (the "CDP"); and the Code of Development (the "COD") shall refer to the document entitled "ARRINGTON CODE OF DEVELOPMENT" prepared by Bowman Consulting Group, Ltd. and dated October 20, 2023.
- D. When used in these Proffers, the Zoning Plat shall refer to the "CERTIFIED ZONING PLAT" included as Sheets 16 and 17 of the plan set entitled "ARRINGTON, CONCEPT DEVELOPMENT PLAN, PLANNED RESIDENTIAL DEVELOPMENT PLAN, REZONING APPLICATION, MARSHALL MAGISTERIAL DISTRICT, FAUQUIER COUNTY, VIRGINIA" prepared by Bowman Consulting Group, Ltd., said sheets dated June 3, 2022, and signed September 25, 2023 (the "Zoning Plat").
- E. The Property shall be developed using traditional neighborhood design principles and shall incorporate a variety of architectural styles, building forms, lot



categories and types, and design standards as set forth in the COD. The COD is hereby incorporated herein by reference and is made a part of this Proffer Statement.

- F. Minor adjustments to the CDP and the COD may be made in connection with the review and approval of the Code of Development Site Plan (as such site plan is defined in Article 12, Part 8 of the Zoning Ordinance), and upon any further final engineering, subdivision plats and plans for the Property, and any associated construction documents that may be required. These minor adjustments may include, but are not limited to, modifications to road locations; open space boundaries; utility lines as necessary to accommodate topography and drainage, vehicular or pedestrian circulation; aesthetic considerations; or regulatory requirements. Such modifications shall be subject to approval by the Fauquier County Zoning Administrator in accordance with the parameters set forth in this Proffer Statement and the CDP, COD, and Zoning Ordinance. Modifications that are determined to be inconsistent with those parameters shall require amendment to this Rezoning.

2. **THE PROPERTY ZONING UPON APPROVAL OF REZN-22-01798:**

- A. Under the Base Zoning (as defined in Proffer 4.A.(i) below), that portion of the Property comprising 206.43 acres as shown on the Zoning Plat shall be rezoned from PRD (as previously approved under REZN-15-003477), to PRD subject to these revised Proffers.
- B. Under Alternative A (as defined in Proffer 4.A.(ii) below) or Alternative B (as defined in Proffer 4.A.(iii) below), that portion of the Property comprising 181.43 acres as shown on the Zoning Plat shall be rezoned from PRD (as previously approved under REZN-15-003477), to PRD subject to these Proffers.
- C. Under Alternative A or Alternative B, that portion of the Property comprising 25.00 acres as shown on the Zoning Plat as "Land Bay W" shall be rezoned from PRD (as previously approved under REZN-15-003477), and developed in accordance with the regulations of the Town of Warrenton (the "Town") Commercial (C) Zoning District assigned to said Land Bay, but only in the event the municipal boundary between the County and the Town is adjusted through a Boundary Line Adjustment process or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia, and the Property is subsequently located within the corporate limits of the Town.
- D. The remaining portion of the Property comprising 27.66 acres as shown on the Zoning Plat shall be rezoned from RA (as previously approved under REZN-15-003477) to PRD as applied for, subject to these Proffers.
- E. The portions of the Property rezoned to PRD shall be collectively referred to herein as the "PRD Area".

3. **CODE OF DEVELOPMENT:**

- A. The COD sets forth design standards and guidelines for the PRD Area and shall be binding on the development thereof. It shall govern all residential, common open space,



and other construction within the PRD Area as set forth therein. Notwithstanding anything to the contrary herein, however, or in the COD, photographs included in the COD (as distinguished from drawings and graphics) are illustrative in nature and are included solely to provide a visual reference for what may be built on the Property pursuant to the COD and shall not be binding. Further, the “Open Space & Amenities” graphics shown in the COD are preliminary and conceptual and actual layouts may vary. The final design of each open space and/or amenity area will adhere generally to the associated descriptions and provide, as a minimum, the facilities/features listed. In the event of any discrepancy between the COD and this Proffer Statement, this Proffer Statement shall control.

- B. Deviations from the requirements of the COD will be permitted only in accordance with the standards set forth in the COD, and in this Proffer Statement.

4. LAND USE:

- A. The CDP and COD provide for three (3) alternatives for the development of Arrington (the “Project”), depending on the availability of public water and sewer, as well as whether the Property is ultimately included within the corporate boundaries of the Town under a Boundary Line Adjustment Agreement or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia, and availability of off-site right-of-way and easements needed for the construction of Alwington Boulevard as provided herein. The three (3) alternatives are as follows:

- (i) Base Zoning. The maximum base residential density option for the Property shall be 217 single-family detached Market-Rate Lots (as such term is defined below) served by (a) public water pursuant to the existing Joint Planning and Water Service Agreement of November 1, 2015, by and between the Town, the County, and Alwington Farm Developers, LLC, (the “Joint Planning and Water Service Agreement”); and (b) sewer services using (1) an alternative onsite sewage system and associated primary and reserve dispersal fields to be constructed on the Property, or (2) at the sole option of Owner, connection to public sanitary sewer, if available (the “Base Zoning”).
- (ii) Alternative A. In the event (a) adequate public water and sanitary sewer service are available from the Town to serve the proposed development of the Property, and (b) the municipal boundary between the County and the Town is adjusted through a Boundary Line Adjustment process or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia, and the Property is subsequently located within the corporate limits of the Town, the PRD Area shall consist of a maximum residential density of 211 lots comprised of 195 Market-Rate Lots (144 single-family detached lots and 51 single-family attached lots) and 16 single family attached Affordable Lots (as defined below), and 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 fifteen (15) sleeping rooms; and Land Bay W shall be developed in accordance with the regulations of the Town’s Commercial (C) Zoning District assigned to said Land Bay (“Alternative A”).



- (iii) Alternative B. In the event (a) the municipal boundary between the County and the Town is adjusted through a Boundary Line Adjustment process or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia, and the Property is subsequently located within the corporate limits of the Town; and (b) the right-of-way dedication and associated easements required for the northerly extension of Alwington Boulevard through the parcel containing 50.0094 acres identified on County Tax Maps as PIN 6983-28-8269-000, and located at 8209 Leighton Forest Road, Fauquier County, Warrenton, Virginia, 20187, have been obtained at no cost to the County, Town, or Owner, and (c) adequate public water and sewer services are available from the Town to serve the development of the Property, the PRD Area shall consist of a maximum residential density of 270 lots comprised of 254 Market-Rate Lots (161 single-family detached lots and 93 single-family attached lots), and 16 single family attached Affordable Lots, as well as 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 fifteen (15) sleeping rooms; and Land Bay W shall be developed in accordance with the regulations of the Town's Commercial (C) Zoning District assigned to said Land Bay ("Alternative B").

- B. The term "Affordable Lots" shall be defined as lots upon which single-family attached homes may be constructed and offered for rent, or for sale, to those families or individuals with an imputed household income maximum equal to, or less than, 80% of the Average Median Gross Income ("AMGI") of the Washington, DC Metropolitan Statistical Area ("Washington MSA") as published by HUD for the applicable household size as long as the average of the imputed income limitations for all households owning or renting the homes constructed on the Affordable Lots is equal to, or less than, 60% of AMGI. Notwithstanding the aforesaid, a minimum of two (2) of the single-family attached homes to be constructed on the Affordable Lots shall be offered for rent, or for sale, to those families or individuals with an imputed household income maximum equal to, or less than, 40% of the AMGI of the Washington MSA as published by HUD for the applicable household size.
- C. The term "Market-Rate Lots" shall be defined as lots upon which single-family attached or single-family detached homes may be constructed and offered for rent, or for sale, without any income or age restrictions.
- D. The Owner shall retain the existing farm pond; healthy, mature trees; and existing hedgerows on the Property in all of the potential alternatives except where home sites, roads, utilities, and drainfields are planned. In addition, proposed trail locations shall avoid existing landscape material greater than four inches (4") in diameter measured two feet (2') above the ground surface.

5. SUSTAINABLE AND AGE-FRIENDLY COMMUNITY DESIGN ELEMENTS:

- A. Community Design. Development of the PRD Area shall include community design elements which support age-friendly and sustainable housing opportunities for all demographics as detailed below.



- B. Green Building Practices. All residential dwelling units to be constructed within the PRD Area shall be designed to meet either (a) the certification requirements under one of the following programs, or (b) an alternative third-party program which includes standards and certification demonstrating that such program achieves the substantive intent of the programs identified below. Any alternative third-party program shall be selected by the Owner in consultation with the Zoning Administrator.
- (i) ENERGY STAR®. Certification in accordance with the National Green Building Standard using the ENERGY STAR® Qualified Homes path for energy performance, as demonstrated through documentation submitted to the County from a home energy rater certified through the Home Innovation Research Labs that demonstrates that each residential dwelling unit constructed within the PRD Area has attained the certification prior to the issuance of the occupancy permit for said residential dwelling unit;
  - (ii) Earth Craft. Certification in accordance with the Earth Craft House Program, as demonstrated through documentation provided to the County prior to the issuance of the occupancy permit for each residential dwelling unit constructed within the PRD Area; or
  - (iii) NAHB National Green Building Program. Certification in accordance with the National Association of Home Builders (NAHB) National Green Building Program, Bronze level, as demonstrated through submission of a copy of the "Green Certificate" issued by NAHB in accordance with its "Green Certificate Program" prior to issuance of the occupancy permit for each residential dwelling unit constructed within the PRD Area.
- C. Universal Design Elements. The Owner shall require all builders of single family detached residential dwelling units constructed on Market-Rate Lots and all builders of single family attached residential dwelling units constructed on Affordable Lots to include the following universal design features as standard features:
- (i) Front entrance doors that are a minimum of 36" wide;
  - (ii) Rocker light switches, thermostats, and other environmental and security controls (if any) installed in accessible locations and at a maximum height of 48" above finished floor;
  - (iii) Electrical and multi-media outlets installed at a minimum height of 18" above finished floor;
  - (iv) Reinforcements provided in the walls of one bathroom, at a minimum, to allow for the installation of grab bars;
  - (v) Shower pan in one bathroom, at a minimum, with maximum curb height of 4.5";
  - (vi) Elevated (comfort height) toilets; and
  - (vii) Lever door handles on all hinged doors.

Prior to the approval of the zoning permit for each of the aforesaid residential dwelling units, the Owner shall submit architectural elevations and floor plans for such



residential dwelling unit to the Zoning Administrator and specifically identify each of the universal design features listed above to demonstrate compliance with the foregoing proffer.

- D. Age-Friendly Bedroom and Bathroom. A first-floor bedroom and bathroom shall be included in the floor plans of a minimum of twenty five percent (25%) of the single family detached homes constructed on Market-Rate Lots. Each application for a building permit for the construction of a single family detached residential dwelling unit on a Market-Rate Lot shall include a tabulation of the number of single family detached residential dwelling units for which building permits have been issued and the number of such units that included a first-floor bedroom and bathroom in its floor plan. Building permits for no more than seventy five percent (75%) of the single family detached homes to be constructed on Market-Rate lots shall be approved unless the aforesaid tabulation shows that building permits have been issued for the construction of single family detached residential dwelling units which included a first-floor bedroom and bathroom in the floor plans for a minimum of twenty five (25%) of the single family detached homes constructed on Market-Rate Lots to demonstrate compliance with the aforesaid.
  - E. Central Hamlet Community Green. The age-friendly amenities to be constructed in Block 4 of the Central Hamlet as shown on Sheets 7, 7A, and 7B of the CDP and designated as "CENTRAL HAMLET COMMUNITY CENTER & COMMUNITY GREEN" in the COD shall include a community center with fitness facility (minimum of 2,000 gross square feet of floor area), outdoor swimming pool (minimum of 800 square feet of water surface area), one tot lot, and two multi-purpose courts, along with a storm water management pond (all subject to final engineering), trail, community green, and amenity parking area (the "Age-Friendly Block 4 Amenities"). The Age-Friendly Block 4 Amenities shall be shown on the Code of Development Site Plan for Phase 1 of the Central Hamlet and, upon approval, shall be bonded and installed concurrently with the site improvements shown on such plan, but in no event later than issuance of the 100th cumulative occupancy permit for residential dwelling units constructed on Market-Rate Lots. Such amenities shall be maintained by the Arrington Conservancy.
  - F. Other Community Amenities. The Owner shall construct the onsite open space amenities and trails as shown on the CDP and COD in phases, concurrently with construction of the infrastructure adjoining each amenity. Final design for such amenities will take place as part of the Code of Development Site Plan prepared for each hamlet. Such amenities shall be maintained by the Arrington Conservancy.
  - G. Trails Outside Public Right-Of-Ways. All trails not located within a public right-of-way shall be located within a public access easement with a minimum width of fifteen feet (15') and shall be maintained by the Arrington Conservancy.
6. RESIDENTIAL PHASING:
- A. The Project consists of multiple distinct hamlets and blocks within each hamlet. A



phasing plan is provided as part of the COD. Hamlets may be phased in any order and multiple hamlets may be developed together, so long as no more than 100 residential occupancy permits are issued in any one calendar year.

7. CREATION OF PROPERTY OWNERS' ASSOCIATION:

- A. An Arrington Conservancy ("Conservancy") shall be created as the property owners' association for all residential lot owners within the PRD Area. The Conservancy documents shall include all duties and responsibilities as set forth in these proffers or as otherwise may be assigned by the declarant. Such Conservancy shall have title to and responsibility for (i) common open space and landscape easement areas not dedicated to public use in accordance with these Proffers, and (ii) common buffer areas located outside of residential lots. The Conservancy shall also have responsibility for the perpetual maintenance of (i) any entrance feature (subdivision) signs and fencing, and perimeter or road buffers; (ii) any trails, walkways, trees and landscaping located in common open space areas; (iii) trees located within the street tree easement(s) or within the public right of way to the extent permitted by the governing body, (iv) street lights, trails, and sidewalks in the public right of way or in public access easements adjacent to public rights of ways; (v) private streets and alleys, and (vii) all community facilities, including, but not limited to buildings and other structures, swimming pool, tot lots, and multi-purpose courts, located within the common open space areas.
- B. The Conservancy shall be granted such other responsibilities, duties, and powers as are customary for such property owner associations, or as may be required to effect the purposes for which such Conservancy is created. It shall also be granted sufficient powers as may be necessary, by regular or special levies or assessments, to raise revenues sufficient to perform the duties assigned hereby, or by the documents creating the Conservancy.
- C. The Owner may elect to establish more than one Conservancy within the PRD Area, in which case an umbrella organization or master association shall be established whereby costs of and responsibility for maintenance of all open spaces and stormwater management facilities are shared by all residential lot owners within the PRD Area.
- D. The Conservancy documents shall prohibit (i) conversion of garages constructed on the residential lots to living area or any other use that precludes the storage of vehicles within such garages; and (ii) parking of recreational vehicles on residential lots within the PRD Area, the common open space areas, and the public streets fronting such residential lots. Recreational vehicles shall include, but not be limited to, boats, trailers, and campers.
- E. The Conservancy documents shall include provisions assuring that common open space and facilities for common use are made available to all residents.
- F. In the event a private alternative onsite sewage system and associated primary and reserve dispersal fields are constructed to serve the residential lots within the PRD Area, the Conservancy documents shall (i) include a disclosure of the existence of such facilities as well as all fees to be paid by resident members of the Conservancy



associated with its operation and maintenance as required by Virginia law, and (ii) contain a statement that neither the Town nor County are responsible for the operation or maintenance of these facilities.

8. WATER AND SEWER:

- A. The Base Zoning option with a residential density of 217 Market-Rate Lots will be served by public water in accordance with the existing Town/County Joint Planning and Water Service Agreement, and will be served by (i) a privately maintained Alternative On-Site Sewage System (“AOSS”) and discharge dispersal fields as set forth in Paragraph 17 of these Proffers, all at the Owner’s expense, or (ii) at the sole option of Owner connection to public sanitary sewer, if available.
- B. In the event the municipal boundary between the County and the Town is adjusted through a Boundary Line Adjustment process or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia and the Property is subsequently located within the corporate limits of the Town, and adequate public water and sanitary sewer services are available from the Town to serve the proposed development of the Property, development of the Property may proceed under Alternative A, or Alternative B if the right-of-way dedication and associated easements required for the northerly extension of Alwington Boulevard through the parcel containing 50.0094 acres identified on County Tax Maps as PIN 6983-28-8269-000 is obtained, with public water and sewer service provided by the Town.
- C. The Owner shall offer to the County, at no expense to the County, the two existing wells on the Property shown on Sheet 6 of the CDP and labeled “EX. WELL (TO REMAIN FOR MONITORING USE)” for use as part of the County’s ground water monitoring program if such program does not include any additional above-grade devices or improvements to said wells. In the event the County does not accept one or both offered wells, such well, or wells, may be used by the Conservancy for irrigation purposes. Otherwise, such well, or wells, shall be abandoned in accordance with applicable standards and regulations.
- D. The owner shall offer to the Town, at no expense to the Town, the existing well on the Property shown on Sheet 6 of the CDP and labeled “PROP. PUBLIC WELL (FOR FUTURE TOWN USE)”. In the event the Town does not accept the offered well, such well may be used by the Conservancy for irrigation purposes. Otherwise, such well shall be abandoned in accordance with applicable standards and regulations.

9. PARKS AND RECREATION:

- A. The Owner shall contribute to the County a one-time cash contribution in the amount of \$804.63, as adjusted to include any escalation of said amount pursuant to Proffer 21 below, for each residential dwelling unit constructed on a Market-Rate Lot within the PRD Area. Such contribution shall be used by the County to support improvements to existing public park facilities and construction of new public park facilities within the County as identified in the Fauquier County Budget and Capital Improvement Program. The escalation adjustment, if any, shall be provided by the County to the



Owner at the time of approval of the building permit for construction of each residential dwelling unit to be constructed on a Market-Rate Lot within the PRD Area and the per-unit contribution plus escalation adjustment, if any, shall be payable to the County prior to the issuance of the occupancy permit for said dwelling unit.

- B. Off-Site Easement Reservation for Future Linear Park and Trail. The Owner, being the current owner of the portion of the Parent Tract that is not subject to REZN-22-017978 (the "Residual Property"), shall provide a letter of agreement addressed to the County acknowledging that the Owner will refrain from constructing improvements or conducting any other activities or granting any easements on the Residual Property that would impact, be inconsistent with, or interfere with the general alignment of an easement for a future linear park and trail to be constructed by others on the Residual Property. The general location of such easement is shown on Sheet 6 of the CDP and noted as "EASEMENT RESERVATION (50' WIDE) FOR FUTURE LINEAR PARK AND TRAIL (TO BE CONSTRUCTED BY OTHERS)" (the "Easement Reservation for Future Linear Park and Trail"). The aforesaid letter of agreement shall be provided to the County prior to approval of the first Code of Development Site Plan for the Property and include the Residual Property landowner's agreement to the recordation of the Easement Reservation for Future Linear Park and Trail at the request of the County upon the County's finalization of the alignment on the Residual Property. The Owner, being the current Residual Property landowner also, acknowledges its continuing obligation to protect and preserve its ability to provide such reservation.

**10. LANDSCAPE AND CONSERVATION:**

- A. The Arrington COD provides for the protection of certain existing trees and vegetation and for the installation of additional trees and plant material. The Owner shall incorporate covenants into the Conservancy documents that provide for the continuing protection of preserved or installed vegetation and trees for buffer areas, street trees, and open spaces. The Conservancy documents shall insure that appropriate plant materials as identified in the COD are used for landscaping of street and open spaces and shall provide standards for the maintenance of all landscaping. The Owner may install utilities and utility crossings through open spaces and landscaped areas, provided that the required landscaping standards are implemented and that the open space requirements of the COD are satisfied.
- B. In recognition of the time required for trees to attain maturity, existing stands of trees and hedgerows are incorporated into development plans whenever possible, and efforts shall be made for the protection of these existing stands to the fullest extent possible. Such protection shall be shown on the Code of Development Site Plan.
- C. No wetlands, floodplain, or archaeological site considered to be potentially eligible for nomination for inclusion in the National Register of Historic Places shall be located on any residential lot.
- D. The Owner shall assure that the design, construction, and maintenance of all stormwater management facilities shall adhere to the current requirements set forth in the Stormwater Management/Erosion and Sediment Control Ordinance (Chapter 11



of the County Code) and Chapter 2 of the County Design Standards Manual (DSM). Virginia Stormwater Management Authority Permits will be issued by the County and General VPDES Permits for Discharges of Stormwater from Construction Activities will be issued by the Virginia Department of Environmental Quality. Drainage easements, where necessary, shall be placed on the final plat.

- E. Signage related to the history of the property shall be placed near archaeological site 44FQ0205 (determined to be potentially eligible for inclusion in the National Register of Historic Places) as part of the development for the Project. Signage shall be coordinated with the County's historic preservation planner prior to installation. In addition, archaeological site 44FQ0206 shall be permanently protected as it has also been determined to be significant and potentially eligible for inclusion in the National Register of Historic Places. Archaeological site 44FQ0206 shall have a 25 foot (25') wide undisturbed buffer placed around the perimeter of the site as shown on the CDP.
- F. The Owner shall supplement the existing vegetation behind lots 37-42 and 198-206 with additional plant materials located within a buffer twenty feet (20") in width. Plantings shall be spaced in a natural, random, pattern, and consist of materials native to the area. The planting shall occur at or before the time of infrastructure construction related to the development of each of the adjacent hamlets and shall count towards overall tree cover calculations for the PRD Area.
  - Lots 37-42 (approximately 600 LF Buffer) -- Additional plantings:
    - 18 Canopy
    - 18 Evergreen
  - Lots 198-206 (approximately 800 LF Buffer) -- Additional plantings:
    - 24 Canopy
    - 24 Evergreen
- 11. INTENTIONALLY DELETED: (This category of previously proffered improvement is no longer within the definition of "public facility improvement" under § 15.2-2303.4. of the Code of Virginia.)
- 12. EMERGENCY SERVICES:
  - A. The Owner shall contribute to the County a one-time cash contribution in the amount of \$87.87, as adjusted to include any escalation of said amount pursuant to Proffer 21 below, for each residential dwelling unit constructed on a Market-Rate Lot within the PRD Area. Such contribution shall be used by the County to support construction of a Fire and Rescue Training Facility within the County as identified in the Fauquier County FY2023 Adopted Budget. The escalation adjustment, if any, shall be provided by the County to the Owner at the time of approval of the building permit for construction of each residential dwelling unit to be constructed on a Market-Rate Lot within the PRD Area and the per-unit contribution plus escalation adjustment, if any, shall be payable to the County prior to the issuance of the occupancy permit for said dwelling unit.



- B. The Owner shall contribute to the County a one-time cash contribution in the amount of \$3,076.84, as adjusted to include any escalation of said amount pursuant to Proffer 21 below, for each residential dwelling unit constructed on a Market-Rate Lot within the PRD Area. Such contribution shall be used by the County to support construction of a Fire and Rescue Station within the County as identified in the Fauquier County FY2023 Adopted Budget. The escalation adjustment, if any, shall be provided by the County to the Owner at the time of approval of the building permit for construction of each residential dwelling unit to be constructed on a Market-Rate Lot within the PRD Area and the per-unit contribution plus escalation adjustment, if any, shall be payable to the County prior to the issuance of the occupancy permit for said dwelling unit.
- C. The Owner shall contribute to the County a one-time cash contribution in the amount of \$976.48, as adjusted to include any escalation of said amount pursuant to Proffer 21 below, for each residential dwelling unit constructed on a Market-Rate Lot within the PRD Area. Such contribution shall be used by the County to support construction of a Public Safety Building within the County as identified in the Fauquier County FY2023 Adopted Budget. The escalation adjustment, if any, shall be provided by the County to the Owner at the time of approval of the building permit for construction of each residential dwelling unit to be constructed on a Market-Rate Lot within the PRD Area and the per-unit contribution plus escalation adjustment, if any, shall be payable to the County prior to the issuance of the occupancy permit for said dwelling unit.
13. INTENTIONALLY DELETED: (This item is now listed as Proffer 12.C above)
14. INTENTIONALLY DELETED: (This category of previously proffered improvement is no longer within the definition of “public facility improvement” under § 15.2-2303.4. of the Code of Virginia.)
15. INTENTIONALLY DELETED: (This category of previously proffered improvement is no longer within the definition of “public facility improvement” under § 15.2-2303.4. of the Code of Virginia.)
16. TRANSPORTATION:
- A. The Owner shall be responsible for the design and construction of certain on-site and off-site transportation improvements serving the Property including the deceleration/turn lanes and median cross-over on Business Route 29 shown on Sheet 6 of the CDP and labeled “PROPOSED JAMES MADISON HIGHWAY INTERSECTION” (the Business 29 Improvements”), and the northerly extension of Alwington Boulevard within the Central SFD Hamlet as shown on Sheet 7 of the CDP (“Alwington Boulevard – Phase 1). In the event the Alternative B option is available and developed by the Owner, including the availability of any required off-site easements and right of way dedications, the Owner shall also design and construct the extension of Alwington Boulevard from Phase 1 to the northerly boundary of the Property as shown on Sheet 7B of the CDP (“Alwington Boulevard – Phase 2”).
- B. The Owner shall dedicate sufficient right of way for, and shall design, those on-site and off-site transportation improvements as shown on the CDP concurrently with the Code of Development Site Plan for the hamlet in which such improvements are located.



- C. All roads are intended to be public streets, maintained by the Virginia Department of Transportation or the Town, whichever has jurisdiction thereof, except for those private streets (alleys) that will serve as access to garages constructed on certain residential dwelling lots within the PRD Area.
- D. The proposed Business 29 Improvements as described in Proffer 16. A., above and shown on Sheet 6 of the CDP shall be constructed and open to traffic, but not necessarily accepted into the public street system, prior to issuance of the first occupancy permit for a residential dwelling unit constructed within the PRD Area. The portion of Alwington Boulevard located within Phase 1 shall be constructed and open to traffic, but not necessarily accepted into the public street system, prior to issuance of the twenty-first (21<sup>st</sup>) occupancy permit for a residential dwelling unit constructed within the PRD Area. In the event the Property is developed pursuant to Alternative B, the portion of Alwington Boulevard located within Phase 5 shall be constructed and open to traffic, but not necessarily accepted into the public street system, prior to issuance of the first occupancy permit for a residential dwelling unit constructed within the North Hamlet of the PRD Area.

17. WASTEWATER TREATMENT AND SUBSURFACE DISPERSAL SYSTEM:

- A. As previously proffered, the Base Zoning option with a residential density of 217 Market-Rate Lots is predicated on the availability of public sewer from the Town, or, alternatively, the construction of a privately owned alternative onsite sewer system ("AOSS") and associated primary and reserve dispersal fields. In the event sanitary sewer service is not available from the Town under the Base Zoning option, the Owner shall construct the aforesaid AOSS and associated primary and reserve dispersal fields. The AOSS and associated primary and reserve dispersal fields shall be designed, constructed, and operated in accordance with the standards set forth in the Virginia Department of Health (VDH) Alternative Onsite Sewerage System Regulations (12 VAC 5-613, et seq.). These facilities shall be deeded to an entity approved by VDH for operation, maintenance, and monitoring as set forth below. The sanitary sewer collection system shall be designed and constructed pursuant to the Town's Specifications and Standards set forth in its Public Facilities Manual.
- B. The Owner shall be responsible for all design and construction costs of the AOSS and associated primary and reserve dispersal fields provided, however, that the responsibility for these costs may be assigned to a separate AOSS Owner/Operator as defined below.
- C. The Owner shall be responsible for all costs of operation and maintenance of the AOSS and associated primary and reserve dispersal fields until such works are conveyed to a licensed third-party owner/operator acceptable to the VDH (the "AOSS Owner/Operator"). The AOSS Owner/Operator shall comply with the requirements of the Public Service Companies, Utility Facilities Act (Va. Code § 56-265.1 et seq.), and acquire a Certificate of Convenience and Necessity pursuant that Act, which requires a Comprehensive Business Plan and reasonably assures system performance over the long term as determined by the Virginia State Corporation Commission ("SCC").



- D. The AOSS Owner/Operator shall provide its Comprehensive Business Plan to the County at the same time it is provided to the SCC.
- E. Prior to any required Code of Development Site Plan approval, the AOSS design shall be reviewed and approved by VDH. Documentation of approval shall be given to the County Department of Community Development.
- F. The AOSS Owner/Operator of the entire system, (including: collection system, treatment facilities, primary dispersal fields and reserve dispersal fields), shall be vested with the legal authority to operate such facilities and shall, prior to assuming such responsibility, be provided with all necessary easements or interests in the property required to perform its duties.
- G. Prior to County approval of the Code of Development Infrastructure Plan for construction of the AOSS and associated primary and reserve dispersal fields, the Owner shall acquire VDH approval of such plans.
- H. The Owner shall comply with all published bonding requirements of the County and the SCC for construction and operation of the AOSS and associated primary and reserve dispersal fields.
- I. In the event sanitary sewer service is not available from the Town under the Base Zoning option, prior to execution of any contract for the initial sale of a residential dwelling unit constructed, or to be constructed, within the PRD Area, the Owner shall require the builder of such dwelling unit to (a) disclose the existence of the AOSS and associated primary and reserve dispersal fields as well as all fees associated with its operation and maintenance as required by Virginia law, and (b) include a statement within the contract that neither the Town nor the County are responsible for the operation or maintenance of the AOSS and associated primary and reserve dispersal fields.

18. REQUIREMENTS FOR CONSTRUCTION OF SUBSURFACE STRUCTURES:

- A. For all residences constructed within the PRD Area that will include basements, no below grade basements shall be constructed on soils with high water tables, unless the foundation drainage system of the structure is designed by licensed professional engineers to assure a dry basement and to preclude wet yards and recirculation of pumped or collected water and approved by the County.
- B. The deeds to each unit with a basement so constructed shall include the following language:

“This house has been constructed on property that has been determined to possess a high subsurface water table. A foundation drainage system for this home and lot has been engineered and built according to standard engineering practices. The property owner is advised that any disturbance of this foundation drainage system may result in excess water in the yard or basement of the home, and that any



such disturbance is undertaken at the sole risk of the property owner. The owner is advised to consult with a competent civil or geotechnical engineer prior to undertaking any land disturbance activity, which means any activity that changes the volume, velocity, or peak flow discharge rate of rainfall runoff from the land surface. This may include the grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity that bares soil or rock or involves the diversion or piping of any natural or man-made watercourse that may affect the foundation drainage.”

19. SCHOOLS:

- A. The Owner shall contribute to the County a one-time cash contribution in the amount of \$3,334.62, as adjusted to include any escalation of said amount pursuant to Proffer 21 below, for each residential dwelling unit constructed on a Market-Rate Lot within the PRD Area. Such contribution shall be used by the County to support construction of the W.C. Taylor Middle School expansion as identified in the Fauquier County Capital Improvement Program (FY 2023 Adopted). The escalation adjustment, if any, shall be provided by the County to the Owner at the time of approval of the building permit for construction of each residential dwelling unit to be constructed on a Market-Rate Lot within the PRD Area, and the per-unit contribution plus escalation adjustment, if any, shall be payable to the County prior to the issuance of the occupancy permit for said dwelling unit.
- B. (a). Subject to approval by the Town and/or County and Virginia Department of Transportation (VDOT), as well as the School Board of Fauquier County, the adjoining property owner and beneficiary of the following entrance improvements, and the granting of any necessary easements and dedication of any required right-of-way at no cost to the Town, County, or Owner, the Owner shall design, provide a bond for construction of, and construct the ultimate roadway, curb and gutter, sidewalk, and drainage improvements along the east side of Alwington Boulevard at the entrance to Brumfield Elementary School as shown on Sheet 6 of the CDP and labeled “PROPOSED BRUMFIELD ELEMENTARY SCHOOL ENTRANCE IMPROVEMENTS” (the “School Improvements”). Provided the above-referenced approvals and easements are granted and right-of-way dedicated, the School Improvements shall be open to traffic prior to the issuance of the twenty-first (21<sup>st</sup>) occupancy permit for a residential dwelling unit constructed within the PRD Area.  
  
(b). In the event the School Board of Fauquier County and/or the Zoning Administrator request the Owner to delay construction of the School Improvements and complete same in accordance with an alternative schedule, then the completion of the School Improvements prior to the issuance of the twenty-first (21<sup>st</sup>) occupancy permit for a residential dwelling unit constructed within the PRD Area shall no longer be a requirement under this Proffer and completion of such improvements shall conform to the approved alternative schedule. In the event such approval and easements are not granted or the required right-of-way is not dedicated within six (6) months after the Owner submits such request, at no fault of Owner, then, in lieu of constructing the aforesaid entrance improvements, the Owner shall provide a cash contribution to the



County in the amount of \$250,000.00 prior to issuance of the twenty-first (21<sup>st</sup>) occupancy permit for a residential dwelling unit constructed within the PRD Area and, upon the County's receipt of such payment, the Owner shall have no further obligation to construct the entrance improvements under this Proffer 19.B.

20. FURTHER ASSURANCES OF COMPLIANCE WITH THESE PROFFERS IN THE EVENT OF A COUNTY/TOWN BOUNDARY LINE ADJUSTMENT

- A. It is the Owner's intention that although this Rezoning is being undertaken pursuant to the Ordinances of, and under the jurisdiction of, the County, that these proffers and the exhibits incorporated herein by reference will continue to bind the development of the Property if the Property is adjusted into the Town's boundary.
- B. In the event that the County and the Town enter into a Boundary Line Adjustment Agreement or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia such that the Property is subsequently located within the corporate limits of the Town, these Proffers shall be deemed Proffers imposed by the Town Council of the Town and the Town's officials shall assume the roles assigned to similar County officials as designated herein, as shall be set forth in any such Agreement and the Owner will cooperate fully with the jurisdictions in that event.
- C. The Owner shall furthermore affirmatively request both the Town and the County to include in any such Boundary Line Adjustment Agreement, or other suitable arrangement under Subtitle III of Title 15.2 of the Code of Virginia, restrictions on future amendments to these Proffers, or other future legislative land use applications with respect to the Property, on such terms and conditions as the jurisdictions may therein jointly impose, and the Owner will cooperate fully with the jurisdictions in that event.
- C. Alternatively, the Owner shall request that any Order of a Special Court arising out of a citizen-initiated petition for a boundary line adjustment under the aforesaid Subtitle include provisions consistent with, and implementing, the foregoing paragraphs of this Proffer 20.

21. ESCALATOR CLAUSE

- A. Any monetary contributions set forth in this Proffer Statement which are paid to the Board of Supervisors after 36 months from the date of rezoning approval by the Board shall be adjusted in accordance with the Urban Consumer Price Index ("CPI-U"), as published by the United States Department of Labor. The adjustment shall be calculated from the CPI-U published most nearly to and following January 1st from that date 36 months after rezoning approval and the date the contributions are paid, subject to a cap of 3% per year, non-compounded.

\*\*\* Owner Signature on the following page\*\*\*



Arrington Proffer Statement  
October 20, 2023

REZN-22-017978

Item A.

**OWNER: Alwington Farm LLC**

By: W Boyd Laws  
Print Name: W. Boyd Laws  
Title: Manager  
Date: Oct. 28, 2023



**EXHIBIT A**

**Application Property**

The Property subject to rezoning application REZN-22-017978 shall consist of the 234.08765 acres identified as “APPLICATION PROPERTY” on the “CERTIFIED ZONING PLAT” included as Sheets 16 and 17 of the plan set entitled “ARRINGTON, CONCEPT DEVELOPMENT PLAN, PLANNED RESIDENTIAL DEVELOPMENT PLAN, REZONING APPLICATION, MARSHALL MAGISTERIAL DISTRICT, FAUQUIER COUNTY, VIRGINIA” prepared by Bowman Consulting Group, Ltd., said sheets dated June 3, 2022 and signed September 25, 2023.



**EXHIBIT B**

**Concept Development Plan**



**EXHIBIT C**

**Code of Development**



## EXHIBIT D

### Listing of Zoning Ordinance Modifications

#### Section 4-107 A.1 (Maximum Front Yard Setback)

Section 4-107 A.1 of the Zoning Ordinance states, "Single family residential units should generally be set back no further than 10-20 feet, with a variety of setbacks provided within blocks."

Modification of the aforesaid requirement to allow homes to be constructed consistent with the typical lot standards in the proposed Code of Development with a larger front yard setback (25') to accommodate proposed street tree easements.

#### Section 4-107 C.3 (Driveway Width)

Section 4-107 C.3 of the Zoning Ordinance states, "[w]here garages cannot be rear loaded from alleys, the driveway for an individual house shall not exceed 10 feet in width up to where the driveway meets the vertical plane of the front wall or porch of the house."

Modification of the aforesaid requirement to allow the width of driveways providing access to garages from public streets to be designed to the standards and specifications of the Virginia Department of Transportation and/or Town of Warrenton, dependent on jurisdictional responsibility for ongoing operation and maintenance of the public street upon completion of construction.

#### Section 7-303 (Public Street Design Requirement)

Section 7-303 of the Zoning Ordinance says that "[p]ublic streets shall be required for all development as indicated in Table 7-303.1. Public streets shall meet the minimum applicable requirements of the Virginia Department of Transportation (VDOT) and dedicated to public use unless a special exception waiving this requirement is granted by the Board in accordance with Part 29 of Article of this Ordinance."

Modification of the aforesaid requirement to allow public streets to be designed to the Town's design standards and specifications in the event the Property is included within the corporate boundaries of the Town. Further, the waiver includes permitting the proposed alleys to be designated as private streets maintained by the homeowner's association – even when the proposed alley serves as the only street providing frontage for a lot or grouping of lots such as when such lot(s) fronts a common area or community green.

#### Section 4-107 C.3 (Sideload Garages)

Section 4-107 C.3 of the Zoning Ordinance states, "Any side loading garage shall be set back a minimum of 8 feet behind the front wall of the house."

Modification of the aforesaid requirement to allow a side loaded garage to align with the front of the house to which it is attached and be integrated into the front elevation with the same architectural style and treatments.







## EXISTING SITE TABULATIONS

- 1000

## DEVELOPMENT PROGRAM

[illegible]

1. THE NUMBER OF LOTS WITHIN EACH WAREHOUSE ARE, APPROXIMATELY, 100 LOTS PER WAREHOUSE. THE TOTAL NUMBER OF LOTS WITHIN THE CODE OF DEVELOPMENT SITE PLAN IS TO A MAXIMUM OF FIVE PERCENT (5%) OF THE TOTAL NUMBER OF LOTS WITHIN SUCH WAREHOUSE.
2. THE TOTAL NUMBER OF LOTS WITHIN THE CAPACITY MAY NOT EXCEED THE TOTAL NUMBER OF LOTS WITHIN THE CAPACITY OF THE WAREHOUSE, AND ALTERNATIVE A PLAN, DESCRIBED BY ALTERNATIVE A.
3. THE LOCATION OF LOTS WITHIN ALTERNATE CANNOT BE CHANGED FROM BLOCK TO BLOCK WITHIN EACH WAREHOUSE. THE TOTAL NUMBER OF LOTS WITHIN ALTERNATE CANNOT EXCEED THE TOTAL NUMBER OF LOTS WITHIN THE WAREHOUSE. THE TOTAL NUMBER OF LOTS MAY NOT BE REDUCED, NOTWITHSTANDING, FROM A WAREHOUSE.

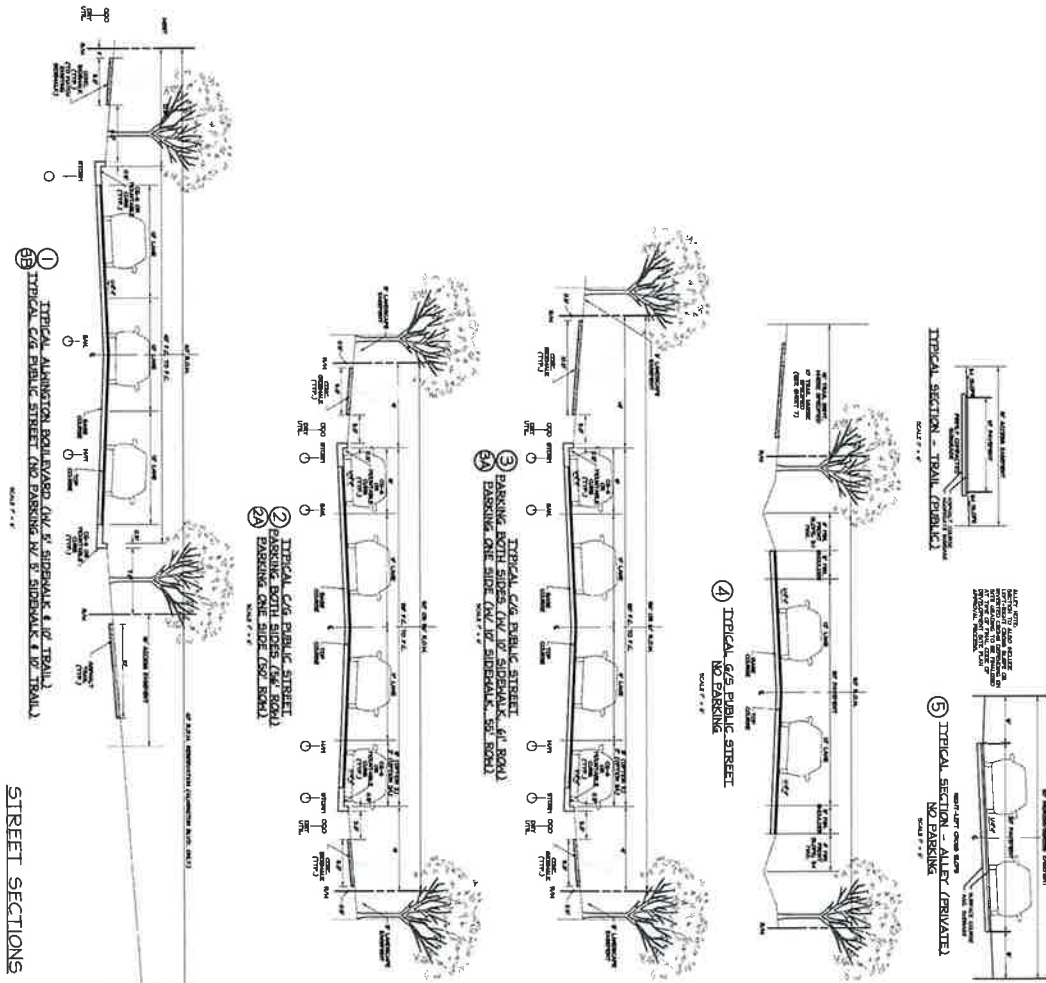
# Bowman

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NOTES, TABULATIONS, & DETAILS  
ARRINGTON  
CONCEPT DEVELOPMENT PLAN  
MARSHALL MAGISTERIAL DISTRICT FAUQUIER COUNTY, VIRGINIA

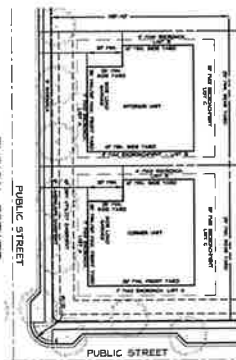
## STREET SECTIONS

2 of 17





Page No.	Page Title	Page Content	Page Footer
1	Introduction	This report is a summary of the findings of the research conducted by the research team. The research was conducted in order to determine the effectiveness of the proposed system. The results of the research are presented in the following sections.	Page 1 of 10
2	Methodology	The research was conducted using a combination of qualitative and quantitative methods. The qualitative methods included interviews with experts in the field, while the quantitative methods included the use of surveys and statistical analysis.	Page 2 of 10
3	Results	The results of the research indicate that the proposed system is effective in improving the efficiency of the process. The data shows that the system is able to reduce the time taken to complete the process by a significant amount.	Page 3 of 10
4	Conclusion	The research has shown that the proposed system is a viable solution for improving the efficiency of the process. The system is able to reduce the time taken to complete the process, which is a significant improvement over the current system.	Page 4 of 10
5	References	The following references were used in the research:	Page 5 of 10
6	Appendix	The following appendixes are included in the report:	Page 6 of 10
7	Index	The following index is provided for the report:	Page 7 of 10
8	Table of Contents	The following table of contents is provided for the report:	Page 8 of 10
9	Figure 1	The following figure is included in the report:	Page 9 of 10
10	Figure 2	The following figure is included in the report:	Page 10 of 10

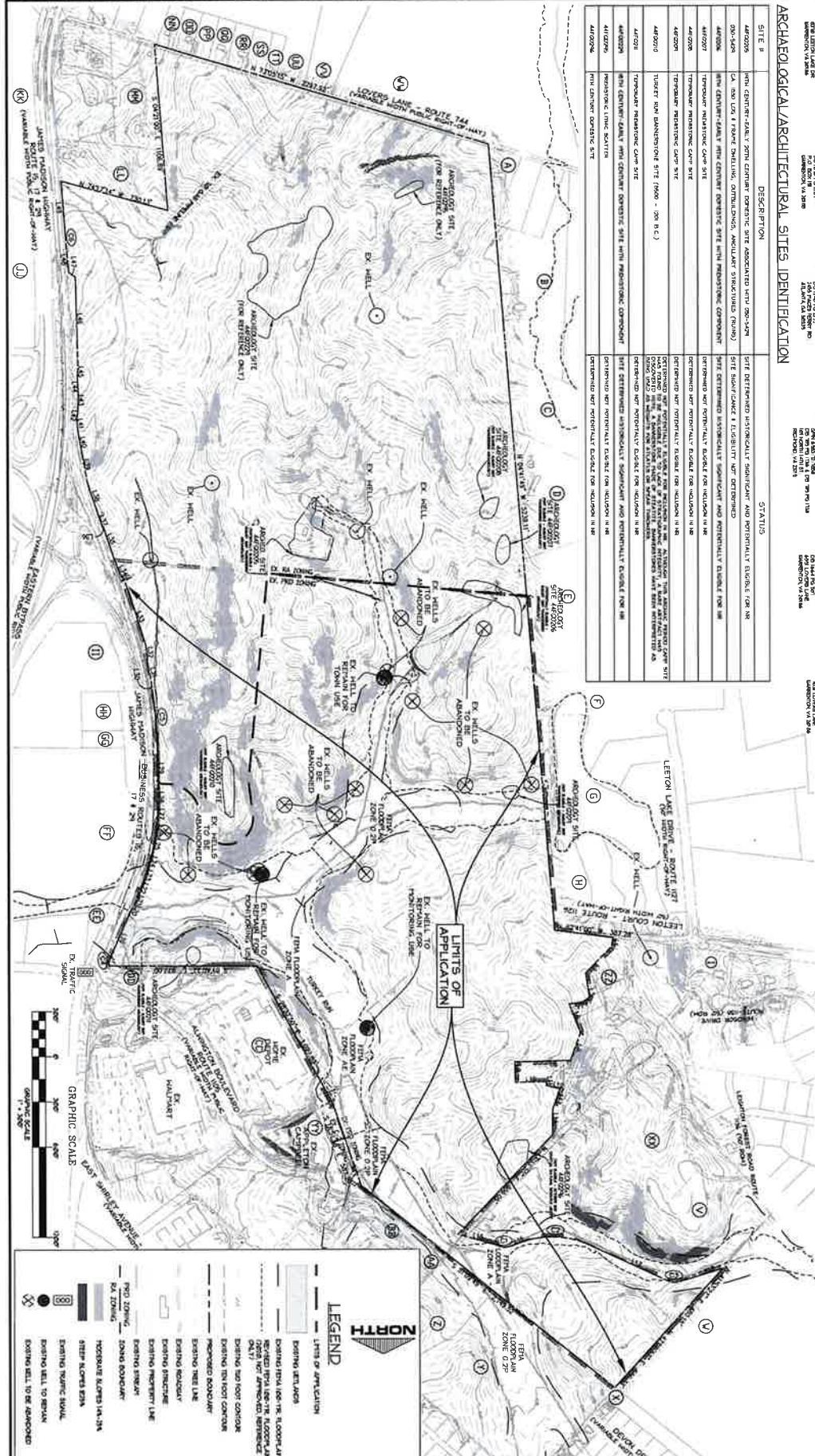


TYPICAL ESTATE  
TYPE B SINGLE FAMILY DETACHED  
(SIDE-LOAD)  
NET TYPICAL

MARSHALL MAGISTERIAL DISTRICT FAUQUIER COUNTY, VIRGINIA

# Bowman



[illegible][illegible][illegible][illegible]

MARSHALL MAGISTERIAL DISTRICT FAUQUIER COUNTY, VIRGINIA

# Bowman







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Case No.	Case Name	Case Type	Case Status	Case Description	Case Details	Case Notes	Case Attachments	Case History	Case Comments	Case Actions
1	Case 1	Case Type 1	Case Status 1	Case Description 1	Case Details 1	Case Notes 1	Case Attachments 1	Case History 1	Case Comments 1	Case Actions 1
2	Case 2	Case Type 2	Case Status 2	Case Description 2	Case Details 2	Case Notes 2	Case Attachments 2	Case History 2	Case Comments 2	Case Actions 2
3	Case 3	Case Type 3	Case Status 3	Case Description 3	Case Details 3	Case Notes 3	Case Attachments 3	Case History 3	Case Comments 3	Case Actions 3
4	Case 4	Case Type 4	Case Status 4	Case Description 4	Case Details 4	Case Notes 4	Case Attachments 4	Case History 4	Case Comments 4	Case Actions 4
5	Case 5	Case Type 5	Case Status 5	Case Description 5	Case Details 5	Case Notes 5	Case Attachments 5	Case History 5	Case Comments 5	Case Actions 5
6	Case 6	Case Type 6	Case Status 6	Case Description 6	Case Details 6	Case Notes 6	Case Attachments 6	Case History 6	Case Comments 6	Case Actions 6
7	Case 7	Case Type 7	Case Status 7	Case Description 7	Case Details 7	Case Notes 7	Case Attachments 7	Case History 7	Case Comments 7	Case Actions 7
8	Case 8	Case Type 8	Case Status 8	Case Description 8	Case Details 8	Case Notes 8	Case Attachments 8	Case History 8	Case Comments 8	Case Actions 8
9	Case 9	Case Type 9	Case Status 9	Case Description 9	Case Details 9	Case Notes 9	Case Attachments 9	Case History 9	Case Comments 9	Case Actions 9
10	Case 10	Case Type 10	Case Status 10	Case Description 10	Case Details 10	Case Notes 10	Case Attachments 10	Case History 10	Case Comments 10	Case Actions 10





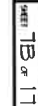




































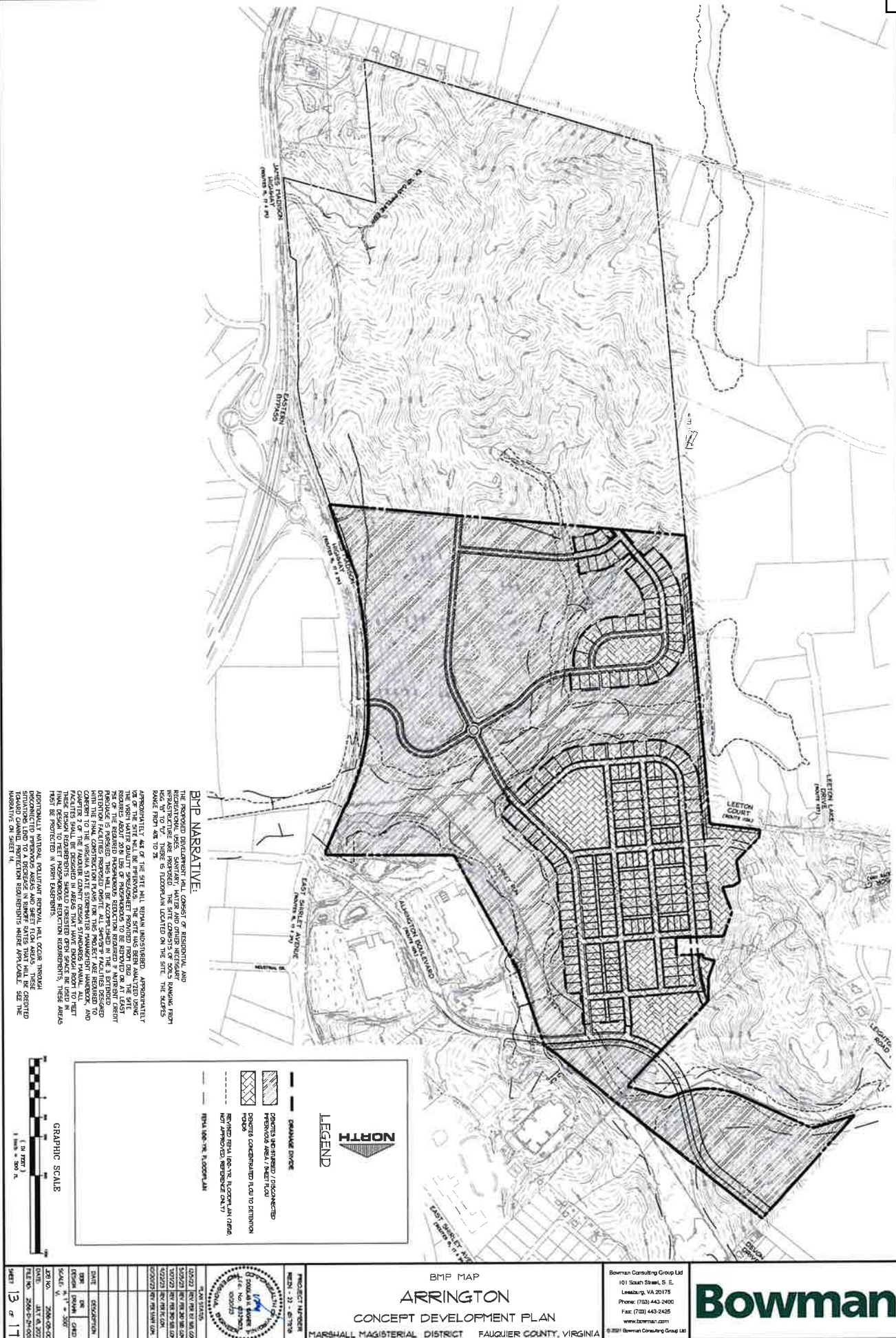




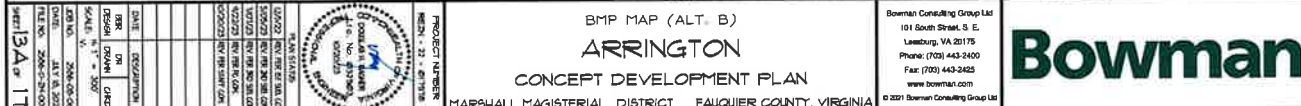










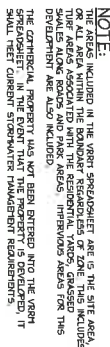








## See Also



PRELIMINARY STORMWATER  
MANAGEMENT NARRATIVE:

MANAGEMENT NARRATIVE:

EACH PONDWAY BEING ROUTED WITH FORDPACK SOFTWARE TO CONFIRM THAT THE REQUIRED STORAGE VOLUME FOR EACH POND CAN BE ACHIEVED WITHOUT DISTURBING AREAS WITHIN THE FLOODPLAIN. EACH POND CAN REDUCE THE 1-YEAR RISK-OFF RATE TO THE TARGET RATE AND PASS THE 50-YEAR STORAGE TEST WHILE PROVIDING THE APPROPRIATE FREEBOARD. THE ROUTING IS PRELIMINARY AND DOES NOT REFLECT A DETAILED ENGINEERING OF EACH POND. DETAILED ENGINEERING WILL BE PROVIDED WITH CONSTRUCTION PLANNING.

## SWT GENERAL NOTES:

THIS PROJECT WILL BE REQUIRED TO OBTAIN A VSP PERMIT UNDER THE STATE HS REGULATORY ACT.

[illegible]



## LANDSCAPING NARRATIVE

	PRD ZONE
TREE CANNOT REQUIRED	
TOTAL DEVELOPMENT AREA (ACRES)	157.00
EXCLUDED AREA (POND, ETC.)	10.40
ADJUSTED ACREAGE	146.60
TREE CANNOT REQUIRED	
TREE CANNOT AREA PROVIDED	15.00 ACRES (14%)
EX. TREE CANNOT PRESERVATION	13.21 ACRES

PROPOSED STREET TREES	14157 ACRES
PROPOSED PARKS	4234 ACRES
ON-LOT LANDSCAPING (1,000 SF PER LOT)	14450 ACRES
PROPOSED TOTAL CANOPY	51,101 ACRES (18%)

NOTE: ABOVE CANOPY TABULATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL C.O.D. SITE PLAN APPROVAL.

NOTE: ABOVE CANOPY TABULATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL C.O.D. SITE PLAN APPROVAL.



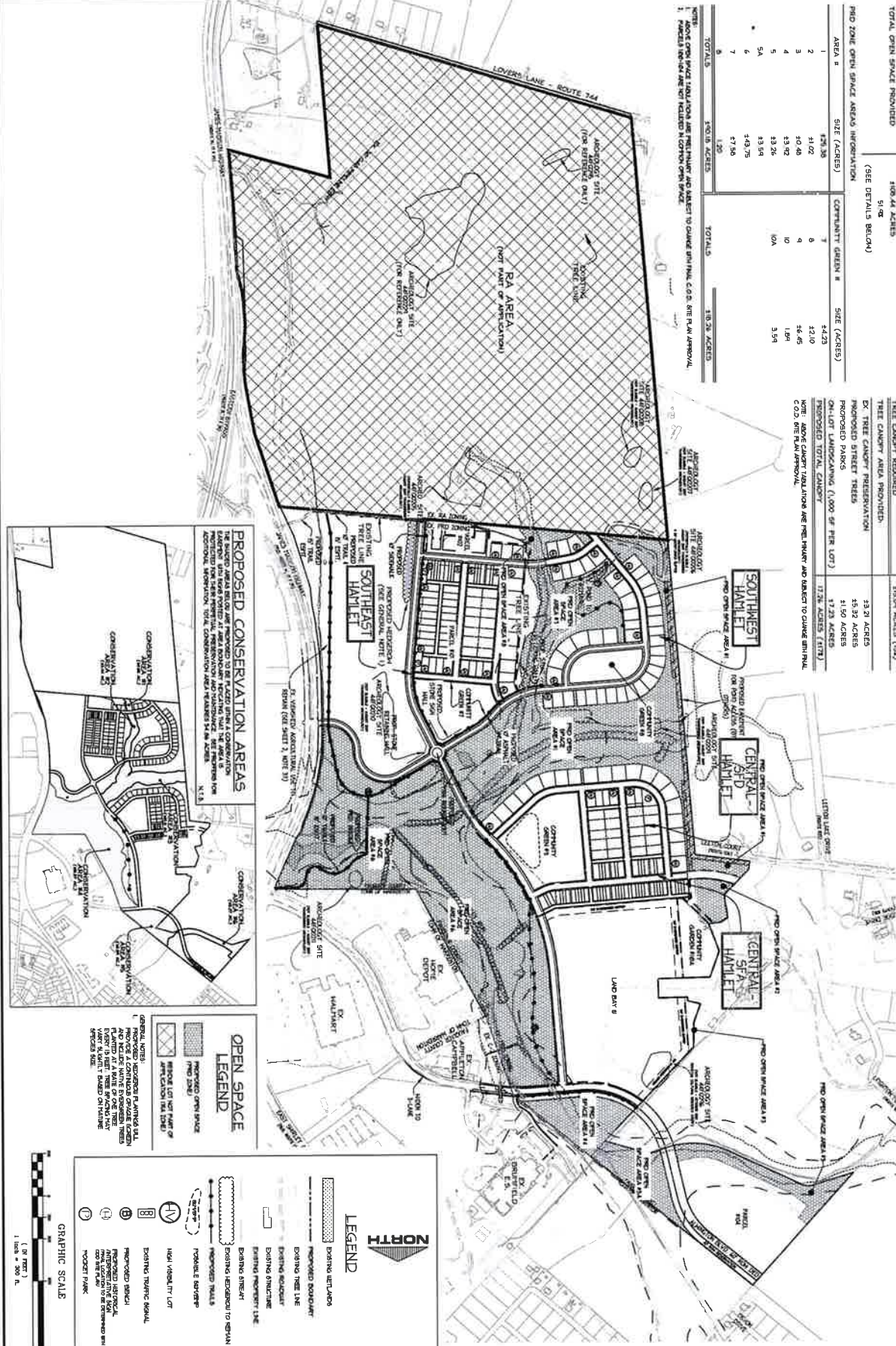


## LANDSCAPING NARRATIVE

THREE CANOPY REQUIRED	PROD ZONE
TOTAL DEVELOPMENT AREA (ACRES)	2101.00
ADJUSTED ACREAGE (FLOODS, ETC.)	40.40
ADJUSTED ACREAGE	2100.60
THREE CANOPY REQUIRED	1510.00 ACRES (73%)
THREE CANOPY AREA PROVIDED	
OX THREE CANOPY PRESERVATION	13.21 ACRES

[illegible]

NOTE: ABOVE CONCEPT ABILATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL C.O.D. DATE PLAN APPROVAL.



IN ORDER TO PROTECT GOOD SITE DESIGN AND NATURAL, REWILD LANDSCAPING AND TREE PRESERVATION FOR THIS PROJECT SHALL BE GOVERNED BY THE APPROVED CODE OF DEVELOPMENT (C.O.D.) AND THE PLANNING COMMISSION LANDSCAPING AND DESIGN STANDARDS MANUAL. IN GENERAL, THE C.O.D. SHALL INCLUDE STANDARDS FOR A STREET TREE PLANTING PROGRAM, DESIGN TREE PRESERVATION, HEALTHY TREES LANDSCAPING, STREET TREE COMMUNITY GREENS, AND INDIVIDUAL OR SMALL LANDSCAPING. COMPLIANCE TO THESE STANDARDS SHALL BE DEMONSTRATED AT THE TIME OF C.O.D. SITE PLAN SUBMISSION. IN ADDITION, INDIVIDUAL OR SMALL LANDSCAPING PLANS SHALL BE SUBMITTED AND APPROVED FOR EACH HOME.



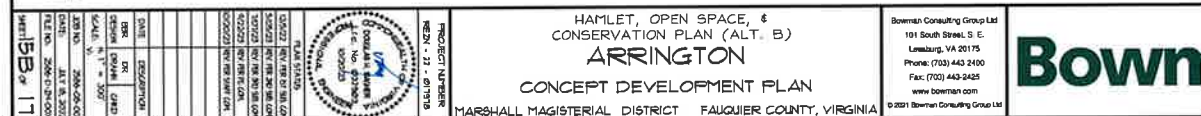
## LANDSCAPING NARRATIVE

	PRD ZONE
TREE CANOPY REQUIRED	
TOTAL DEVELOPMENT AREA (ACRES)	101.00
DECLARED AGRICULTURE (PROMOS, ETC.)	10.40
ADJUSTED AGRICULTURE	100.60
TREE CANOPY REQUIRED	115.00 ACRES (9%)

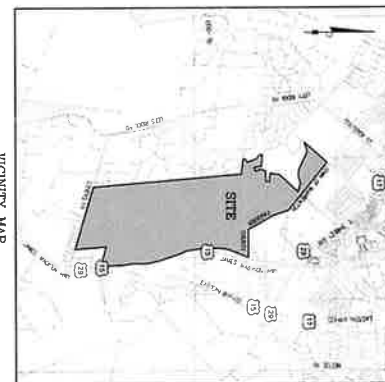
PROPOSED STREET TREES	\$5.00 ACRES
PROPOSED PARKS	\$1.50 ACRES
ON-LOT LANDSCAPING (1,000 SF PER LOT)	10.65 ACRES
PROPOSED TOTAL CANTY	16.15 ACRES (3.9%)

NOTE: ABOVE CATEGORY TOTALS ARE PRELIMINARY AND SUBJECT TO CANTY ENGINEERING C.O.D. RATE PLAN APPROVAL.

NOTE: ABOVE CANOPY TABLETOPS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL C.O.D. SITE PLAN APPROVAL.







1	1974-1975	1975
2	1976-1977	1976
3	1978-1979	1978
4	1980-1981	1980
5	1982-1983	1982
6	1984-1985	1984
7	1986-1987	1986
8	1988-1989	1988
9	1990-1991	1990
10	1992-1993	1992
11	1994-1995	1994
12	1996-1997	1996
13	1998-1999	1998
14	2000-2001	2000
15	2002-2003	2002
16	2004-2005	2004
17	2006-2007	2006
18	2008-2009	2008
19	2010-2011	2010
20	2012-2013	2012
21	2014-2015	2014
22	2016-2017	2016
23	2018-2019	2018
24	2020-2021	2020
25	2022-2023	2022
26	2024-2025	2024
27	2026-2027	2026
28	2028-2029	2028
29	2030-2031	2030
30	2032-2033	2032
31	2034-2035	2034
32	2036-2037	2036
33	2038-2039	2038
34	2040-2041	2040
35	2042-2043	2042
36	2044-2045	2044
37	2046-2047	2046
38	2048-2049	2048
39	2050-2051	2050
40	2052-2053	2052
41	2054-2055	2054
42	2056-2057	2056
43	2058-2059	2058
44	2060-2061	2060
45	2062-2063	2062
46	2064-2065	2064
47	2066-2067	2066
48	2068-2069	2068
49	2070-2071	2070
50	2072-2073	2072
51	2074-2075	2074
52	2076-2077	2076
53	2078-2079	2078
54	2080-2081	2080
55	2082-2083	2082
56	2084-2085	2084
57	2086-2087	2086
58	2088-2089	2088
59	2090-2091	2090
60	2092-2093	2092
61	2094-2095	2094
62	2096-2097	2096
63	2098-2099	2098
64	2100-2101	2100
65	2102-2103	2102
66	2104-2105	2104
67	2106-2107	2106
68	2108-2109	2108
69	2110-2111	2110
70	2112-2113	2112
71	2114-2115	2114
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86	2144-2145	2144
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89	2150-2151	2150
90	2152-2153	2152
91	2154-2155	2154
92	2156-2157	2156
93	2158-2159	2158
94	2160-2161	2160
95	2162-2163	2162
96	2164-2165	2164
97	2166-2167	2166
98	2168-2169	2168
99	2170-2171	2170
100	2172-2173	2172
101	2174-2175	2174
102	2176-2177	2176
103	21	

**SYMBOL LEGEND**

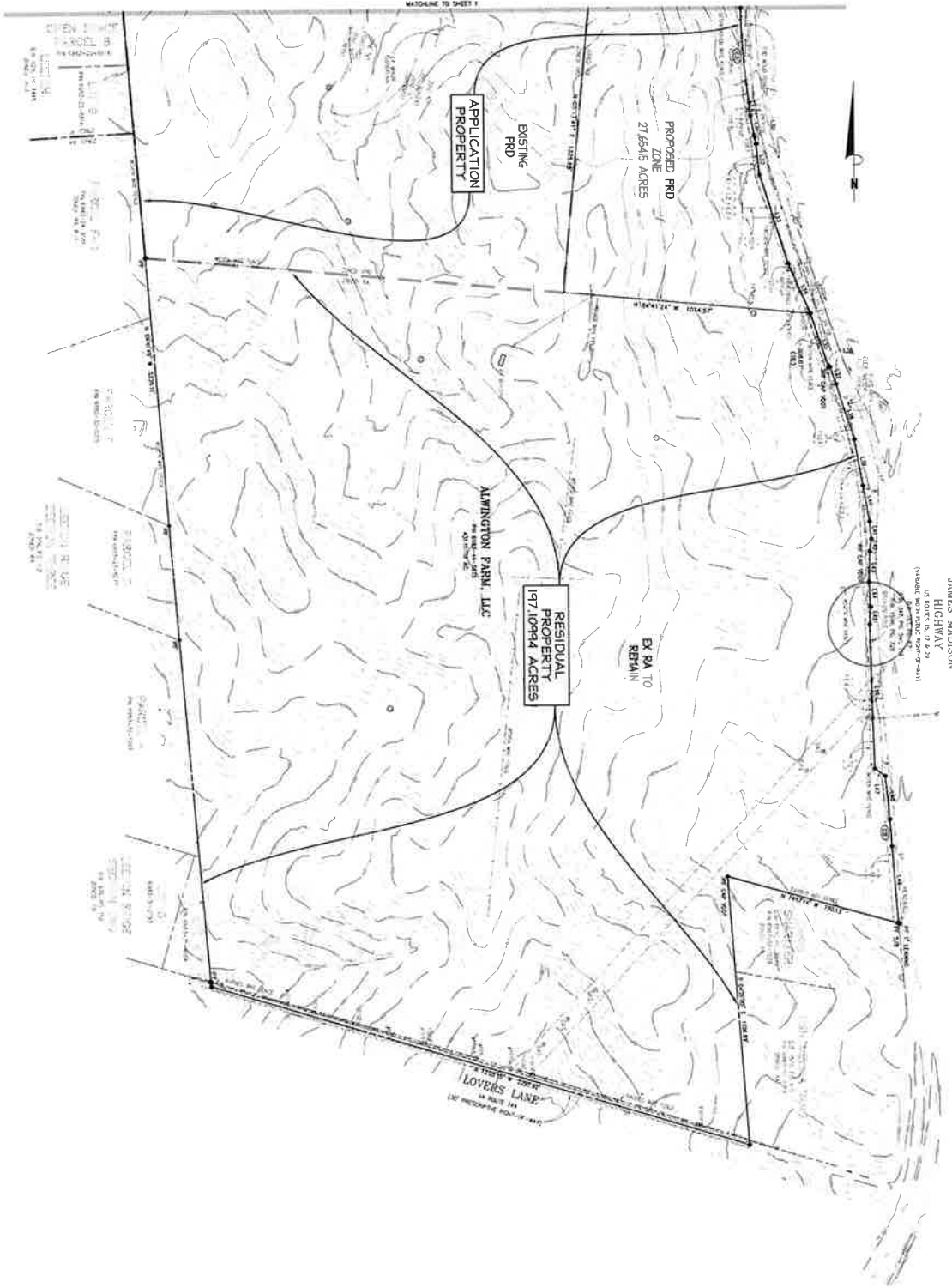
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<b>CERTIFIED ZONING PLAT</b> <b>ARRINGTON</b> MARSHALL MAGISTERIAL DISTRICT      FAUQUIER COUNTY, VIRGINIA			<b>Bowman Consulting Group, Ltd.</b> 101 South Street, S.E. Leesburg, VA 20175 Phone: (703) 443-8400 Fax: (703) 442-2425 www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
<b>PROJECT NUMBER:</b> 2586-01-01	<b>DATE:</b> JAN 11, 2017		



## EXHIBIT D

May 14<sup>th</sup>, 2024  
 Town Council  
 Regular Meeting  
 RES-24-05-06

**A RESOLUTION AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO INITIATE THE  
 PROCESS OF VOLUNTARY SETTLEMENT OF ANNEXATION WITH THE COUNTY OF FAUQUIER**

**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 Town Council has 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; and

**WHEREAS**, the Town Council motioned on March 12, 2024, to move forward with the Voluntary Settlement Agreement process; and

**WHEREAS**, the County passed a resolution on March 14, 2024, to move forward with the Voluntary Settlement Agreement process; and

**WHEREAS**, two additional small portions of a property owned by Alwington Estates, LLC, PIN 6983-28-8269-000, containing 2.20772 acres and 0.56128 acres are desired to be added to the property adjusted into the boundary of the Town of Warrenton; now, therefore, be it

**NOW, THEREFORE, BE IT RESOLVED** that the Warrenton Town Council that, the Town Manager and Town Attorney are hereby authorized to take all actions necessary to negotiate a Voluntary Settlement Agreement with Fauquier County; and

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

**BE IT FURTHER RESOLVED** That the Town intends, subject to input received during the public hearing processes of the entities involved and review by the Commission, to adopt the Voluntary Settlement Agreement.

**ATTACHMENT:**

**Votes:**

**Ayes:** Ms. Heather Sutphin; Mr. William Semple; Mr. Brett Hamby; Mr. Eric Gagnon; Mr. Paul Mooney

**Nays:**

**Absent from Meeting:** Mr. James Hartman, Vice Mayor; Mr. David McGuire

**For Information:**  
 Town Attorney

**ATTEST:** \_\_\_\_\_  
 Town Recorder



## EXHIBIT E

## 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; and

WHEREAS, the County passed a resolution on March 14, 2024, to move forward with the Voluntary Settlement Agreement process; and

WHEREAS, two additional small portions of a property owned by Alwington Estates, LLC, PIN 6983-28-8269-000, containing 2.20772 acres and 0.56128 acres are desired to be added to the property adjusted into the boundary of the Town of Warrenton; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 11<sup>th</sup> day of April 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; and, be it

RESOLVED FINALLY, That the County intends, subject to input received during the public hearing processes of the entities involved and review by the Commission, to adopt the Voluntary Settlement Agreement and directs that the principal point of contact for the County during this process is Tracy A. Gallehr, County Attorney, 10 Hotel Street, 2<sup>nd</sup> Floor, (540) 422-8010 phone, (540) 422-8022 fax, [tracy.gallehr@fauquiercounty.gov](mailto:tracy.gallehr@fauquiercounty.gov).

*A Copy Teste*

  
Janelle J. Downes, County Administrator  
Clerk to the Board of Supervisors



**EXHIBIT F****ALWINGTON FARM, LLC**  
**CORPORATE RESOLUTION**

WHEREAS, following a review of the proposed Voluntary Settlement Agreement between and among the Fauquier County Board of Supervisors, the Warrenton Town Council, Van Metre Communities, LLC, Alwington Farm, LLC, and Alwington Farm Developers, LLC for the proposed annexation by the Town of approximately 241 acres more or less of land lying in Fauquier County; and

WHEREAS the corporation deems it appropriate to join in the aforesaid process as a party thereto and to seek review of the proposed Agreement by the Virginia Commission on Local Government pursuant to the Notice thereof submitted in our names; and

WHEREAS, the corporation believes that it is in its best interests for its landholding to be annexed as so proposed, now therefore be it

RESOLVED, that the corporation hereby authorizes its managing member to provide the aforesaid Commission with this Resolution indicating its concurrence in the submission of the aforesaid Agreement in the form submitted herewith, and further authorizes the managing member to take such other and further steps as may be necessary to effectuate the aforesaid annexation.

EXECUTED this 16<sup>th</sup> day of May, 2024.

W Boyd Lewis Jr  
Managing Member  
Alwington Farm, LLC,  
a Virginia Limited Liability Company



**ALWINGTON FARM DEVELOPERS, L.L.C.**  
**CORPORATE RESOLUTION**


WHEREAS, following a review of the proposed Voluntary Settlement Agreement between and among the Fauquier County Board of Supervisors, the Warrenton Town Council, Van Metre Communities, LLC, Alwington Farm, LLC, and Alwington Farm Developers, L.L.C., for the proposed annexation by the Town of approximately 241 acres more or less of land lying in Fauquier County; and he

WHEREAS the corporation deems it appropriate to join in the aforesaid process as a party thereto and to seek review of the proposed Agreement by the Virginia Commission on Local Government pursuant to the Notice thereof submitted in our names; and

WHEREAS, the corporation believes that it is in its best interests for its landholding to be annexed as so proposed, now therefore be it

RESOLVED, that the corporation hereby authorizes its managing member to provide the aforesaid Commission with this Resolution indicating its concurrence in the submission of the aforesaid Agreement in the form submitted herewith, and further authorizes the managing member to take such other and further steps as may be necessary to effectuate the aforesaid annexation.

EXECUTED this 16<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
Managing Member  
Alwington Farm Developers, L.L.C.  
a Virginia Limited Liability Company



**EXHIBIT H****VAN METRE COMMUNITIES, L.L.C.  
CORPORATE RESOLUTION**

WHEREAS, following a review of the proposed Voluntary Settlement Agreement between and among the Fauquier County Board of Supervisors, the Warrenton Town Council, Van Metre Communities, LLC, Alwington Farm, LLC, and Alwington Farm Developers, L.L.C., for the proposed annexation by the Town of approximately 241 acres more or less of land lying in Fauquier County; and he

WHEREAS the corporation deems it appropriate to join in the aforesaid process as a party thereto and to seek review of the proposed Agreement by the Virginia Commission on Local Government pursuant to the Notice thereof submitted in our names; and

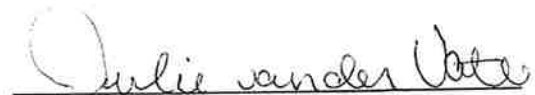
WHEREAS, the corporation believes that it is in its best interests for the properties proposed to be annexed consistently with the aforesaid Agreement, now therefore be it

RESOLVED, that the corporation hereby authorizes its managing member to provide the aforesaid Commission with this Resolution indicating its concurrence in the submission of the aforesaid Agreement in the form submitted herewith, and further authorizes the managing member to take such other and further steps as may be necessary to effectuate the aforesaid annexation.

EXECUTED this 17<sup>th</sup> day of May, 2024.

Van Metre Communities, L.L.C.,  
a Virginia Limited Liability Company

By: VMC Homes, L.L.C., its Manager



Julie van der Vate,  
Chief Operating Officer – Finance and  
Strategic Growth



**EXHIBIT I****JOINT PLANNING AND WATER SERVICE AGREEMENT**

This JOINT PLANNING AND WATER SERVICE AGREEMENT (the “Agreement”) is made and entered as of this 1st day of November, 2015 by and between THE TOWN OF WARRENTON, a Virginia municipal corporation, hereinafter referred to as “the Town”; and the COUNTY OF FAUQUIER, VIRGINIA, a political subdivision of the Commonwealth, hereinafter referred to as “Fauquier” or “County”; and ALWINGTON FARM DEVELOPERS, LLC, a Virginia Limited Liability Company, contract buyer of certain “Property” as more fully defined herein, hereinafter referred to as “Alwington”.

**RECITALS**

- R-1. Fauquier is a political subdivision of the Commonwealth of Virginia which does not operate any sewer and water facilities in its own capacity.
- R-2. Fauquier has established certain water and sewer service areas under its comprehensive plan for the land around the Town and elsewhere within its boundaries.
- R-3. The County is authorized, pursuant to Section 15.2-2223.1 of the Code of Virginia, to establish “Urban Development Areas” which “incorporate principles of traditional neighborhood design, which may include but need not be limited to (i) pedestrian friendly road design, (ii) interconnection of new local streets with existing local streets and roads (iii) connectivity of road and pedestrian networks, (iv) preservation of natural areas, (v) mixed use neighborhoods, including mixed housing types, with affordable housing to meet the



projected family income distributions of future residential growth, (vi) reduction of front and side yard building setbacks, and (vii) reduction of subdivision street widths and turning radii at subdivision street intersections.”

- R-4 Section 15.2-2223.1 requires that localities consult with adjacent localities in establishing the appropriate size and location of Urban Development Areas to promote orderly and efficient development of their region.
- R-5 Section 15.2-1300 of the Code of Virginia authorizes a locality to enter into an agreement with any other locality having a similar power, privilege or authority to jointly exercise such power, privilege or authority.
- R-6. Alwington is the contract purchaser of certain real property more particularly described in the following two site tabulation tables (the “Entire Tract”), A small portion of the Entire Tract, being 4.67 acres (and so indicated on the “Concept Development Plan” defined below) is excluded from the jurisdiction and operation of this Agreement is not part of the “Rezoning,” defined below, and is not entitled to water service pursuant to this Agreement. However, another small portion of the Entire Tract being 4.10 acres (and also indicated on the Concept Development Plan), is entitled to water service pursuant to this Agreement; however, neither the 4.10 acre parcel nor the 4.67 acre parcel (together the Residue Area) are part of the rezoning. (The Entire Tract, less the “Residue Area”, is hereinafter defined as the “Property.”). The Property is located along the southern boundary of the Town.



EXISTING SITE TABULATIONS			
PARCEL IDENTIFICATION	6953-43-6542		
STREET ADDRESS	NONE ASSIGNED		
PARCEL SIZE (GROSS ACREAGE)	439.73 ACRES		
EXISTING ZONING	R-1	RA	C-2
SIZE (GROSS ACREAGE)	238.40 ACRES	196.66 ACRES	4.67 ACRES
PORTION SUBJECT TO APPLICATION	238.40 ACRES	196.66 ACRES	0.00 ACRES
TOTAL AREA SUBJECT TO APPLICATION	435.06 ACRES		

PROPOSED SITE TABULATIONS			
TOTAL AREA SUBJECT TO APPLICATION	435.06		ACRES
PROPOSED PRD ZONED LAND	206.43		ACRES
PROPOSED RA ZONED LAND	224.53		ACRES
AREA REMAINING RI	4.10		ACRES
AREA REMAINING C2 (NOT SUBJECT TO APPLICATION)	4.67		ACRES
NOTE: PROPOSED RA ZONED LAND INCLUDES 1.41 ACRES TO BE DEDICATED TO LOVERS LANE R.O.W. SEE ZONING PLAT FOR ADDITIONAL INFORMATION.			

R-7 The County has consulted with the Town regarding the establishment of an Urban Development Area for the Property, and subject to the terms and conditions contained herein, the Town and the County agree that the designation of the Property as an Urban Development Area is appropriate and consistent with both the Town and County



### Comprehensive Plans.

- R-8 The Town and the County desire and agree that each shall have enforcement powers to provide for the continued performance of this Agreement and the land use requirements and restrictions resulting from the “Rezoning” as defined below. Alwington hereby consents and waives all objections to Standing of the enforcement of this Agreement by the Town and/or the County through any available legal means including but not limited to an action for specific performance. The Town and the County may in the future establish a Joint Planning District as authorized by Section 15.2-2219 of the Code of Virginia. Alwington hereby agrees to cooperate with and assist in any such effort, and consents to the jurisdiction of the Joint Planning District if established.
- R-9. The Town owns and operates water distribution and sewage treatment systems located both within and without its corporate limits pursuant to Section 15.2-2109 of the Virginia Code.
- R-10. Alwington has filed applications with Fauquier County to re-zone and re-plan the Property (collectively, the applications are referred to as the “Rezoning”), as follows:
- Comprehensive Plan Amendment (“CPA”) Case # COMA-15-003473
  - Rezoning, including Concept Development Plan, dated September 30, 2015, (“CDP”), Proffers, dated October 30, 2015, and Code of Development, dated October 30, 2015 (“COD”) Case #REZN-15- 003477
  - Special Exception (Category 20 & 30) Case # SPEX-15-003479
  - Special Exception (Category 23) Case # SPEX-15-003481
  - Preliminary Plat Case # PREP-15-003482

The development planned by Alwington for the Property and described in the Rezoning is referred to hereinafter as the “Project”. The material attributes of the Rezoning are summarized without limitation on Exhibit “A” attached hereto and made a part hereof.

- R-11. In connection with the Project, the County, the Fauquier County Water and Sanitation



Authority (“FCWSA”) and the Town have agreed to modify the previously established provision of sewer and water services to the residents of the County in the Warrenton Service Area, as the same is defined in the Fauquier County Comprehensive Plan, in a certain FAUQUIER COUNTY / TOWN OF WARRENTON / WSA “Tri-Party Agreement” dated June 28, 2001 (the “Tri-Party Agreement”) as amended by Amendment to the Tri-Party Agreement, dated November 1, 2015, which Amendment (attached hereto as Exhibit D) deletes the Property from the WSA exclusive service area and adds the same to the Town Water service area, all as defined therein (as so amended, the “Amended Tri-Party Agreement”).

R-12. The Property is identified in the Amended Tri-Party Agreement as eligible for water service from the Town.

R-13. Alwington has filed the Rezoning application with the County, and has provided copies of the filed materials to the Town.

R-14. The parties desire to enter into this Agreement to effectuate the joint planning and regulation of the Urban Development Area contemplated herein, protect and promote the health, safety and welfare of the citizens of the Town and the citizens of the County within the Warrenton Service Area, and to induce the Town to provide water service to the Property.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree with one another as follows:

#### **1. SERVICE AREA**

1.1 Subject to all of the conditions set forth in this Agreement, the Town agrees to



provide water service to the Property up to a maximum number of 229 water service taps, allocated as set forth in Subparagraph 1.4 below.

- 1.2 The Parties hereto agree that the provision of water service by the Town to the Property is conditioned upon: (i) the County designating the Property as an Urban Development Area within its Comprehensive Plan; (ii) the County approving the Rezoning in substantially the same form as submitted (and in conformance with Exhibit “A” hereto) prior to November 30, 2016, and noting that any material change in the Rezoning application shall be subject to further Town approval and, if approved by the Town and deemed necessary, by Amendment to this Agreement; and (iii) the Project, including after being constructed, being at all times in substantial conformance with the Rezoning, as approved. In the event that the conditions precedent set forth in (i) and (ii) are not satisfied, the Town shall have no obligation to provide water service to the Property. In the event that any portion of the Project then built or under construction is not in substantial conformance with the approved Rezoning, or if Alwington shall at any time fail to be in compliance with the terms of this Agreement, then the Town shall be entitled to withhold all future connections to the water system unless and until the Project is brought into substantial conformance with the approved Rezoning and/or Alwington is in compliance herewith. In no event shall the Town be obligated, for any reason, to refund any payments it receives from Alwington pursuant to this Agreement.
- 1.3 The Town’s agreement to provide water services to the Property is further conditioned upon Alwington conveying to the Town at Alwington’s expense:



(a) a fee simple lot at least 100' X 100' containing the well identified as "Proposed Public Well (for future Town use)" on Sheet 6 of 15 of the CDP along with sufficient access to the well lot for the Town to provide for the maintenance and repair of the well and any appurtenances thereto and satisfying the minimum standards of the Town's facilities manual; (b) rights to withdraw all groundwater appurtenant to the well; and (c) three monitoring sites with existing wells to allow the Town to monitor the aforementioned production well along with access to the monitoring well sites. Each of the above is reflected on the Perpetual Easement for Non-Common Open Space Easement and Perpetual Easement for Common Open Space Easement Plats attached hereto as Exhibit "B" and made a part hereof.

1.4 Subject to all of the conditions set forth herein, Alwington shall receive water service for a maximum of two hundred seventeen (217) PRD-zoned lots, for ten (10) lots in the adjoining RA-zoned area, for one (1) R-1 lot, and for one (1) utility lot as shown on the CDP. Notwithstanding the foregoing, any water service tap which has not been purchased and utilized within eleven (11) years of the date of the Rezoning approval shall no longer be available from the Town.

1.5 Alwington shall build the Project water infrastructure to Town standards, and shall connect the Project water system to the existing Town water system in at least two places proximate to the Property as designated by the Town, all at Alwington's expense. Alwington shall post the construction bonds required by the Town, and the Town shall have the right to approve the water system plans and specifications and to inspect the installation of the system, all in the same



manner as if the system were in the Town. Alwington shall include in its recorded covenants for the Property a prohibition against any lot owner drilling an on-site well for private use, except for agricultural use on the RA-zoned land.

1.6 Alwington shall pay the Town the current standard water service access fee for non-Town residences of \$10,000 at the time it files for a building permit on each lot.

1.7 In addition to paying the standard out of Town water service access fee and constructing and dedicating the water system infrastructure to Town standards, Alwington shall pay the amount of \$1,145,000 to the Town as an additional fee for water service on the following schedule:

(a) The first \$500,000 will be paid to the Town in a non-refundable lump sum ninety (90) days after approval by the County of the first site plan for the Project, together with the approval by the Town of the water system design.

(b) The second lump sum payment in the amount of \$200,000 shall be made when the 50<sup>th</sup> residential building permit is filed for with the County.

(c) The third lump sum payment in the amount of \$200,000 shall be made when the 80<sup>th</sup> residential building permit is filed for with the County.

(d) The balance of \$245,000 shall be paid when the 100<sup>th</sup> residential building permit is filed for with the County.



## 2. DESIGN AND CONSTRUCTION OF WATER FACILITIES

- 2.1 The Parties acknowledge that Section 3 of the Master Agreement shall govern design and construction matters.
- 2.2 The parties agree that the Town shall have the right to acquire easements, including access easements, for such lines and wells as necessary or appropriate to service the relevant portion of the Property and Alwington shall timely cooperate to grant same, as the Town may request from time to time.
- 2.3 The parties agree that the County shall not be liable for the cost of the design, construction and maintenance or operation of any water facility to be constructed to serve the Alwington property.
- 2.4 Alwington agrees that its Code of Development shall contain provisions imposing requirements on any builder that:
- (a) EPA “WaterSense” fixtures and low flush toilets shall be utilized;
  - (b) All homes shall include a form of rain harvesting collection system. For those homeowners choosing a lawn irrigation system, an exterior below ground rain harvesting collection will be required. For all other homeowners an above ground rain barrel or similar type system may be chosen, but shall be placed at the rear of the home and screened from view of a public street. Other types of rain collection systems may be considered on an individual lot basis, subject to review by the homeowners association formed by Alwington for the



Project (the “Alwington Conservancy”). Private on-lot irrigation systems are permitted, but may only be supplied by a rain harvesting collection system, or by a gray water collection system, and may not be connected to the Town’s public water system.

(c) No above or in-ground swimming pools shall be permitted on any residential lots.

3. RATES FOR SERVICES

3.1 The Town shall have the right and obligation to establish water service rates, from time to time and at its discretion, as set forth in Section 5 of the Amended Tri-Party Agreement.

4. DOG PARK

4.1 In Exhibit C attached hereto, the Parties have contemplated proffers for the “Dog Park” provided for in the Rezoning.

5. NOTICES.

5.1 Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand-delivery or by registered or certified mail, return receipt requested, and first class postage prepaid as follows:

TO TOWN: Mayor, Town of Warrenton  
18 Court Street  
Warrenton, VA 20186



Copy to: Town Attorney  
18 Court Street  
Warrenton, VA 20186

TO FAUQUIER: Chairman, Board of Supervisors  
Fauquier County  
40 Culpeper Street  
Warrenton, VA 20186

Copy To: County Attorney  
40 Culpeper Street  
Warrenton, VA 20186

ALWINGTON: Alwington Farm Developers, LLC  
37 Main Street  
Suite 203  
Warrenton, VA 20186

Copy to: Merle W. Fallon, Esq.  
Fallon, Myers & Marshall, LLP  
110 Main Street  
Warrenton, VA 20186

Notices shall be deemed effective when received.

## 6. CONDITIONS PRECEDENT AND STATUTORY APPROVALS.

### 6.1 Conditions precedent to the effectuation of this Agreement:

- a) The Amended Tri-Party Agreement shall be fully executed and shall become effective by its terms; and
- b) This Agreement shall have been adopted by the County's Board of Supervisors; and
- c) This Agreement shall have been adopted by the Town Council of the Town.



d) This Agreement shall have been adopted and executed by Alwington, and Alwington's attorney (licensed in Virginia) shall have provided the other parties hereto with a written legal opinion stating that Alwington's officers or members signing this Agreement have due authority to do so, and that this Agreement, including all of the conditions set forth herein, is a legal, valid and binding obligation of Alwington, fully enforceable against Alwington in accordance with its terms.

6.2 The parties agree that the adoption of this Agreement by the County's Board of Supervisors, and by the Town Council of the Town shall be deemed to be, with respect to the Project, approvals for the provision of services (subject to the conditions set forth herein) as required under the Virginia Code.

6.3 Fauquier hereby approves, subject to the conditions set forth herein, the provision of water service by the Town to the Property under Sections 15.2-2111, 15.2-2112 and 15.2-2143, or any remaining provision of Title 15.2 of the Virginia Code.

## 7. MISCELLANEOUS PROVISIONS.

7.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

7.2 Recitals and Headings. The Recitals hereof are an integral part of this Agreement, and contain substantive obligations. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.



- 7.3 Binding Effect. This Agreement shall be deemed to run with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns, including each party with an interest in the Property or any part thereof such as any homeowners' association or similar organization.
- 7.4 Assignment. This Agreement is assignable by Alwington, provided that it may not do so prior to the later of (i) approval of the Rezoning by the County and (ii) the recordation of this document. Should Alwington sell or assign a majority interest in the Project to another developer or entity (other than collateral assignments to secure financing for the Project, and then only until any action taken by the financier in respect of the collateral, whereupon it shall be deemed to be an assignee), then (a) the assignee or purchaser shall take its interest(s) subject to the obligations of Alwington as set forth in this Agreement; and (b) it shall notify the Town and the County of its contact information in accordance with Subparagraph 5.1 above. Such notification shall occur within ten (10) days of the effective date of the assignment or purchase. Each such assignee or purchaser shall acknowledge to the Town and the County in a signed writing that it is specifically bound by this Agreement, and no such assignment shall be effective until receipt by the Town and the County of this written acknowledgment contemplated herein.
- 7.5 Entire Agreement. This Agreement contains the full and final agreement among the parties hereto with respect to the provision of water service to the Project. In the event of any conflict between this Agreement and the



Amended Tri-Party Agreement, this Agreement shall control.

- 7.6 Modification and Waiver. No change or modification of this Agreement shall be valid unless the same is in writing and properly executed by each of the parties hereto pursuant to due authority. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is properly executed with due authority by the party against whom it is sought to be enforced.
- 7.6 This Agreement may be recorded in the land records of the Circuit Court of Fauquier County by any party hereto.

[Signatures appear on the following pages.]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth above.

ATTEST:

TOWN OF WARRENTON, a Virginia  
Municipal Corporation



By  (SEAL)  
Brannon Godfrey, Town Manager

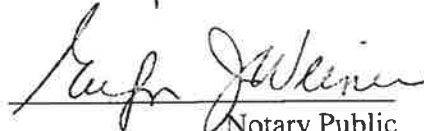
APPROVED AS TO FORM:

  
Town Attorney

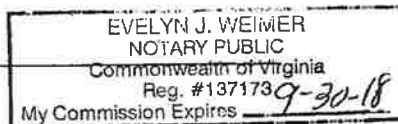
Commonwealth of VIRGINIA  
County of Fauquier \_\_\_\_\_

To Wit:

18th The foregoing instrument was acknowledged before me in the above jurisdiction this  
day of November, 2015, by Brannon Godfrey as Town Manager for the Town of  
Warrenton.

  
Notary Public

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





FAUQUIER COUNTY, a political  
Subdivision of the Commonwealth of  
Virginia

ATTEST:

N/A  
Secretary

By Paul S. MacVitt (SEAL)  
Its County Administrator

APPROVED AS TO FORM:

[Signature]  
County Attorney

Commonwealth of VIRGINIA  
County of Fauquier \_\_\_\_\_

To Wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this  
20<sup>th</sup> day of November, 2015, by Paul S. MacVitt as County Administrator for the County of  
Fauquier.

Regina T. Dodson  
, Notary Public

My Commission Expires: Jan 31, 2016





ATTEST:

ALWINGTON FARM DEVELOPERS, LLC

Secretary

N/A

By

Russell Marks

(SEAL)

Its:

Managing member

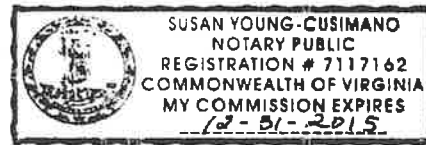
Commonwealth of VIRGINIA

County of Fauquier

To Wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 12 day of November, 2015, Russell Marks as Managing member on behalf of Alwington Farm Developers, LLC.

Susan Young-Cusimano  
SUSAN YOUNG-CUSIMANO, Notary Public

My Commission Expires: 12-31-2015



## EXHIBIT A

### SUMMARY OF MATERIAL ATTRIBUTES OF REZONING

1. Change the zoning on approximately 206.43 acres of the Property from R-1 to PRD and increase the RA zoned area to 224.52 acres (from 196.6 acres) to RA zoning.
2. Reduce the area of the Service District on the Property from 243.08 acres to 215.22 acres by moving the Service District limits to the location shown on the CDP.
3. On the portion of the Property rezoned from R-1 to PRD, Alwington Farm Developer ("AFD") has submitted a Concept Development Plan (CDP) application (as defined in 12-800 of the Fauquier County Zoning Ordinance) to Fauquier County for 217 single family homes. The homes to be built on the 217 lots shown on the CDP will be age-restricted to owners over the age of 55.
4. In addition to all other submittals required to accompany the Rezoning application, AFD's Rezoning application shall include a written Code of Development substantially in the form of the proposed Code of Development, dated October 30, 2015, and submitted with the Rezoning materials.
5. The portion of the Property that is zoned RA will be developed with 9 residential lots, which will not be age restricted, that will total a maximum of 15% of the acreage zoned RA. These will vary in acreage from 1.97 to 3.57 acres for each lot. In addition, there will be one additional lot that will contain a minimum of 85% of the acreage in the portion of the Property zoned RA.
6. AFD has requested the Town of Warrenton to serve the Property with public water service for 229 taps and this Exhibit is attached to said Joint Planning and Water Service Agreement granting said service.
7. Sewer service will be provided to the 217 homes in the PRD by a mass drain field to be developed on the eastern portion of the Property, as shown on Sheet SE-1 of 3 of the CDP. The lots in the RA will be served by septic with on-lot drain fields. The existing R-1 lot shall be served by its drainfield with the alternate ability to be hooked up to the mass drain field.
8. AFD has requested special exceptions to accompany its CDP application for (i) Flood Plain crossings; (ii) waiver of public sewer; and (iii) mass drain field.
9. AFD will provide curb and sidewalk in the area of the PRD lots, as shown in the locations depicted on the CDP application with the main entry road connection to Route 29 Business/Shirley Highway being ditch section. The RA lots will not have curb and gutter.
10. The PRD and RA portions of the Property, except for a 4.67 acre portion currently zoned C-2 (Commercial) will be subject to proffers, which have been submitted with the CDP application, as required.
11. AFD has proffered to prepare the plans and construct a dog park on Town owned property up to a value of \$30,000.00 and further to provide \$5,000.00 per year to the Town for five (5) years for maintenance of said dog park. (See paragraph 4.1 of the Joint Planning and Water Service Agreement.)



12. A walking trail system, open to the public, shown on Sheets 6 of 15 and 15 of 15 of the CDP, including a connection from the Property to the existing Greenway Trail.
13. A sizeable portion of the Property, as reflected on the attached Exhibit B Plats, will be placed in permanent conservation easement with Fauquier County substantially in the location as provided on sheet 15 of the CDP. The easement shall restrict development to one main house and one tenant house, up to three monitoring wells, the County-wide-trail and such other uses as allowed by the County in the rezoning process.
14. The Code of Development specifies certain natural areas, trees and vegetation that will be protected. The covenants contained in the homeowner's association documents will also specify forested areas to be protected.
15. A roadway will be constructed to connect Alwington Boulevard to the Property serving as one of two public street entrances to the Property.
16. A roundabout will be constructed in Route 29 Business/Shirley Highway (subject to VDOT approval) to serve as the main entrance to the Property.
17. The hillside, referred to as the berm, naturally existing today on the Property generally parallel to Route 29 Business/Shirley Highway will remain substantially as-is (although the entrance road will serpentine through it as shown on the CDP).
18. No public roads will connect from the Property to Lovers Lane or Leeton Court.
19. An easement will be granted to the neighboring homeowners' association for ingress and egress to inspect and maintain the dam which lies between the Property and Leeton Lake Drive adjacent to the Property.



**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**

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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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Voluntary Annexation Settlement Agreement**

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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:



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

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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.



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

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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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Voluntary Annexation Settlement 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



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

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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



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

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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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Voluntary Annexation Settlement Agreement**

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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.



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

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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



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

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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



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

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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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Voluntary Annexation Settlement Agreement**

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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.



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

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TOWN OF WARRENTON

By: \_\_\_\_\_  
Carter Nevill  
Mayor

Approved as to Form:

\_\_\_\_\_  
Town Attorney



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Voluntary Annexation Settlement Agreement**

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FAUQUIER COUNTY, VIRGINIA

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

Approved as to Form:

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



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**Voluntary Annexation Settlement Agreement**

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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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Voluntary Annexation Settlement Agreement

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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: \_\_\_\_\_



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Voluntary Annexation Settlement Agreement**

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Item A.

**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      RESOLUTION BY ALWINGTON FARM, LLC
- EXHIBIT - G      RESOLUTION BY ALWINGTON FARM DEVELOPERS, L.L.C.
- EXHIBIT - H      RESOLUTION BY VAN METRE COMMUNITIES, L.L.C.



**REPORT ON THE  
TOWN OF WARRENTON –  
FAUQUIER COUNTY  
VOLUNTARY SETTLEMENT AGREEMENT**



**Commission on Local Government**

**Department of Housing and Community Development**

**Commonwealth of Virginia**

**<http://www.dhcd.virginia.gov>**

**November 2024**



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## Executive Summary

On May 17, 2024, the Town of Warrenton and Fauquier County jointly submitted a notice of a proposed Voluntary Settlement Agreement to the Commission on Local Government to review. The Proposed Agreement was negotiated under § 15.2-3400 of the Code of Virginia, which allows localities to settle interlocal issues through negotiated agreements. However, before the localities may enact any negotiated agreement, the Commission must review the agreement and issue an advisory report on whether the agreement is in the best interest of the Commonwealth. When issuing its advisory report, the Commission is directed to hold hearings, make investigations, analyze local needs, and then submit its findings of fact and recommendations as to whether the voluntary settlement agreement is in the best interest of the Commonwealth to the affected local governments. The local governments may then adopt any recommendations before the agreement is sent to a special court for ultimate disposition.

The Proposed Agreement provides for the Town of Warrenton to annex 241 acres of land that currently lie in the County and limits the development of that land to the zoning conditions that were proffered by the developer and accepted by the County in November of 2023. The VSA further stipulates that the developer and owner will pay for certain improvements to roads and wastewater systems in the Town in exchange for a higher-density development once the property is annexed into the Town, among other provisions. The Commission finds that the agreement is in the best interest of the Commonwealth and recommends its adoption because it promotes the orderly growth and continued viability of the Town and County by providing for the productive use of land, increased tax enterprise fund revenues, and funding for improvements to key services that otherwise would have to be provided by the localities and paid for by the citizens of the Town. The Commission therefore recommends the Proposed Agreement be adopted in its current form without any changes.

What follows is the Commission's advisory report on the Proposed Agreement. First, this report overviews the proceedings before the Commission that led to this report. Second, it explains the characteristics of the Parties, highlighting those that are most relevant to the Commission's review. Third, it discusses the relevant standard of review and applies that



standard to the Proposed Agreement through findings of fact and recommendations. Finally, the report concludes that the Proposed Agreement is in the best interest of the Commonwealth.



## Proceedings of the Commission

On May 17, 2024, the Town of Warrenton (“the Town”), Fauquier County (“the County”), Van Metre Communities LLC (“Van Metre”), Alwington Farm, LLC (“Alwington”), and Alwington Farm Developers, L.L.C. (collectively, the “Parties”) jointly submitted a notice of their intention to enter into a Voluntary Settlement Agreement (“The Notice”).<sup>1</sup> The Notice stated the Parties’ intention to allow the Town to annex approximately 241 acres of land currently in the County (the “Annexation Area”) that is owned by Alwington and other entities.<sup>2</sup> The portions of the land owned by Alwington (the “Alwington property”) would be annexed under a development plan that contains conditions that were proffered to the County by Van Metre and would require public utilities to be provided by the Town. To accomplish the annexation, the Parties drafted a voluntary settlement agreement (“the Proposed Agreement” or “the VSA”) that would ensure that the Alwington property would be developed in a manner that is acceptable to both the Town and the County, among other provisions.<sup>3</sup>

The Proposed Agreement was developed by the Town and County jointly in the months leading up to its submission to the Commission. On April 12, 2024, the County authorized its staff to take the necessary steps, in coordination with the Town, to submit a voluntary settlement agreement to the Commission,<sup>4</sup> and on May 14, 2024, the Town gave its staff similar authorization.<sup>5</sup> The Notice contained the VSA, dated March 14, 2024, rezoning documents applicable to the Alwington property, supporting narratives, and additional evidence. On July 22, 2024, the Parties submitted an updated Proposed Agreement containing non-substantive typographical and formatting changes.<sup>6</sup> Consistent with the Commission’s regulations, the

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<sup>1</sup> Van Metre Communities, LLC, NOTICE OF VOLUNTARY SETTLEMENT AGREEMENT BETWEEN AND AMONG THE TOWN OF WARRENTON, VIRGINIA, THE COUNTY OF FAUQUIER, VIRGINIA AND ALWINGTON FARM, LLC, ALWINGTON FARM DEVELOPERS, LLC, AND VAN METRE COMMUNITIES, LLC, May 17, 2024, as amended on July 22, 2024 (on file with the Commission) [hereinafter *the VSA Notice*].

<sup>2</sup> The following entities own additional property within the Annexation Area: HD Development of Maryland, Inc. (.73 acres); Padmaja and Srinivas Dasari (1.16 acres); VABFT, LLC (4.3 acres); the School Board of Fauquier County (.81 acres); and the Fauquier County Board of Supervisors (County Right-of-Way along Alwington Boulevard). There has not been any registered opposition to annexation from these property owners.

<sup>3</sup> *The VSA Notice*, p. 3.

<sup>4</sup> *Id.*, p. 98.

<sup>5</sup> *Id.*, p. 97.

<sup>6</sup> *Id.*, p. 121.



Notice was also sent to the political subdivisions that are contiguous to the Town and County or with which they share functions, revenue, or tax sources.

The Commission held a hearing to review the VSA on September 16, 2024, with oral presentations from the Parties at the Warrenton Town Hall.<sup>7</sup> The Commission also held a public hearing, advertised in accordance with § 15.2-2907(B) of the Code of Virginia, in the evening on September 16, 2024, also at the Warrenton Town Hall, for the purpose of receiving public comment on the Proposed Agreement.<sup>8</sup> The public hearing was attended by approximately 30 people and produced testimony from 5 individuals along with written comments from citizens who could not attend. To permit receipt of additional public comment, the Commission agreed to keep its record open for written testimony through 5:00 pm on September 30, 2024. After the hearing, the Commission received additional written testimony and evidence from Town and County elected officials, citizens, and the parties. The Commission also requested further information from the Parties on September 23 and October 7. All additional written testimony, evidence, and responses to Commission questions are included as Appendix A.

The Commission is obligated to render a report with its findings of fact and recommendations within six months of receiving notice of a voluntary settlement agreement.<sup>9</sup> However, the Commission may extend that deadline either by 60 days on its own motion or to a date agreed upon by the Parties.<sup>10</sup> This report was adopted at a regular meeting of the Commission on November 1, 2024, and sent to the Parties for their consideration and approval by their respective governing bodies.<sup>11</sup> Following this Commission report, the Proposed Agreement (either in original or modified form) shall not become binding on the Town or County until it has been adopted by ordinance by both local governments after a public hearing and subsequently affirmed by a special court.<sup>12</sup>

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<sup>7</sup> *Minutes of Oral Presentations*, COMM. ON LOCAL GOV'T, September 16, 2024.

<sup>8</sup> *Minutes of Public Hearing*, COMM. ON LOCAL GOV'T, September 16, 2024.

<sup>9</sup> Va. Code Ann. § 15.2-3400 (2024); 15.2-2907(A) (2024).

<sup>10</sup> *Id.*

<sup>11</sup> *Minutes of the November 1, 2024 Regular Meeting*, COMM. ON LOCAL GOV'T, November 1, 2024.

<sup>12</sup> Va. Code Ann. § 15.2-3400 (2024).



## Overview of the Proposed Agreement

On November 9, 2023, before the Parties had contemplated entering into the Proposed Agreement, the County approved a rezoning of the Alwington property with multiple development alternatives.<sup>13</sup> One of the alternative that permits a higher-density housing development and multiple commercial parcels was approved contingent on the property being annexed into the Town and having access to public water and wastewater utilities.<sup>14</sup> The Town and the County subsequently agreed that this rezoning, along with the proffered conditions of development, should control the development of the land regardless of whether it was subject to the Town or County's jurisdiction.<sup>15</sup> On December 12, 2023, the Town adopted a resolution supporting a potential citizen-initiated annexation petition on the conditions that the Alwington property would be developed in accordance with the County's rezoning, that the Taylor Run Pump Station would be relocated, redesigned and reconstructed at Alwington and Van Metre's expense, and that Alwington Boulevard would be improved to the Town's satisfaction, also at Alwington and Van Metre's expense.<sup>16</sup> The terms of this resolution formed the basis for the Proposed Agreement submitted to the Commission.<sup>17</sup>

The Proposed Agreement combines the development proffers in the County's rezoning and the Town's additional commitments from Alwington and Van Metre. The main provisions of the Proposed Agreement are 1) that the Town will annex approximately 241 acres of land currently in the County into the Town, 2) that the Town will administer development of the Annexation Area in a manner that is consistent with and in substantial conformance with the County's November 9, 2023 rezoning of the Alwington property, 3) that the Town will connect properties within the Annexation Area to the Town wastewater and water systems upon written request by the owner, and 4) that Alwington and Van Metre are jointly responsible for designing and constructing improvements to Alwington Boulevard and a Relocated Taylor Run Pump

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<sup>13</sup> *The VSA Notice*, p. 7.

<sup>14</sup> *Id.*, p. 3.

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*, p. 125-26.

<sup>17</sup> The inclusion of the additional commitments by the private parties that were not proffered to the County is why there are non-local governments who are parties to the Proposed Agreement.



Station according to the Town's designs with final approval by the Town. Additional provisions ensure that properties that lie between the Alwington property and the current Town boundary are included in the Annexation Area to avoid islands of County jurisdiction within the Town.

## **Characteristics of the Town and County**

The Town of Warrenton and Fauquier County are located in the north-central portion of Virginia. Situated between both rural counties, such as Rappahannock and Culpeper, and the more urbanized counties of Northern Virginia such as Prince William, the County is mostly rural with some ex-urban development from Washington, D.C. Fauquier County was created out of Prince William County in 1759 and named for Francis Fauquier, who was the Lieutenant Governor of Virginia at the time. Warrenton began as a trading settlement at the intersection of two important trade routes. The Fauquier County Courthouse was built there in the 1790s, and it was incorporated as a town in 1810.

Warrenton is currently the County seat of Fauquier and is one of the more densely populated areas in the County. While the County has grown more steadily, Warrenton's population has grown by 66% since the 2000 census from 6,670 to a 2022 estimate of 10,111. However, that growth has not been consistent, and has stalled in the past decade; the Town's population in 1990 was 4,830, in 2000 it was 6,670, in 2010 it was 9,611, and in 2023 it was estimated at 10,197.<sup>18</sup> This means that between 1990 and 2000, roughly 1,600 people moved to the Town, between 2000 and 2010, almost 3,000 people did, but in the thirteen years between 2010 and 2023 only 586 people have moved to the Town.<sup>19</sup>

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<sup>18</sup> United States Census Bureau; 2022 American Community Survey 5-year estimate; *See The VSA Notice*, p. 38.

<sup>19</sup> *The VSA Notice*, p. 38.



**Table 1: Selected Demographic and Economic Characteristics of the Localities (2022)**

<b>Population Characteristics</b>	<b>Virginia</b>	<b>Town of Warrenton</b>	<b>Fauquier County</b>
Total Population	8,715,698	10,111	75,165
Percent of Population aged 45 to 54 years	12.2%	14.2%	12.5%
Total Size (Square miles)	39,482.11	4.34	651
Median Household Income	\$87,249	\$83,737	\$110,358
Educational Attainment (Bachelor's Degree or Greater)	41.0%	43.6%	41.1%
Percent Minority*	41.9%	29.5%	32.2%
Population per Square Mile	218.6	2329.7	115.5

**Source:** 2022 American Community Survey 5-Year Estimate

\*Includes all individuals who identified as Black or African American, American Indian, Asian, Native Hawaiian or Pacific Islander, Two or More Races, or Hispanic or Latino.



The Town and County are in the northernmost portion of Growth and Opportunity Virginia Region #9, characterized by a large presence of healthcare, education, and hospitality services industries (though the region has made efforts to increase activity in key trade sector industries). While educational attainment in the Town and County is similar to that of the Commonwealth as a whole, the standard of living in the County as a whole is slightly higher, likely due to its proximity to Washington, D.C. Unlike Virginia as a whole, where population is roughly evenly distributed and no 10 year demographic makes up greater than 14% of the population, the Town and County's age distribution is not even.<sup>20</sup> Those aged 45-54 are the largest age demographic in the Town at 1,435 people, or 14.2% of the population, whereas the County's largest age demographic is 35 to 44 years of age at 11,299 people, or 15% of the population.<sup>21</sup>

Because it is mostly rural, the County has designated eight service districts for public utilities provided by the Fauquier County Water and Sanitation Authority. These districts are areas where the County currently provides or plans to provide public water, wastewater, or both that will accommodate high-density residential and commercial uses. One of these service districts surrounds the Town of Warrenton and encompasses the Annexation Area, as will be discussed below. The Town provides its own public water and wastewater services. While the Town has considered expansion of its boundaries several times in recent years, it has not taken formal action to seek any additional land until this Proposed Agreement.<sup>22</sup> The last previous annexation was in 1998.<sup>23</sup>

## **Characteristics of the Annexation Area: Alwington Property**

The vast majority of the Annexation Area, and the main subject of the Proposed Agreement, is the northernmost 234 acre portion of an approximately 431 acre parcel owned by Alwington adjacent to the Town's current southern boundary. The 234 acre portion that would

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<sup>20</sup> 2023 American Community Survey, 1-year estimate.

<sup>21</sup> 2022 American Community Survey, 5-year estimate.

<sup>22</sup> *The VSA Notice*, p. 9.

<sup>23</sup> *Id.*



be annexed is south of Alwington Boulevard and lies along James Madison Highway, which is the southern entrance to the Town. The VSA would allow for the 234 acres of the parent parcel to come into the Town along with the land that lies between it and the current Town boundary, while the remaining 197 acres would not be brought into the Town and would remain part of Fauquier County and subject to its zoning authority.<sup>24</sup> The boundary between the 234 acre portion and the remaining 197 acres is the boundary of the County's Warrenton Service District.<sup>25</sup>

The entire parcel is currently undeveloped and zoned for agricultural use.<sup>26</sup> However, there have been several proposals for development of the property, and this particular development plan was originally proposed in 2015, albeit in a different form than the Proposed Agreement.<sup>27</sup> The Proposed Agreement builds off of the 2015 rezoning and incorporates proffered development plans from Alwington and Van Metre. The rezoning allows for three different development scenarios: a base zoning of 217 market-rate residential lots with public water and privately-owned sewer system and no commercial developments; Alternative A, with 195 market-rate lots, 16 additional units reserved for affordable housing, a commercial development consisting of an 8,000 square foot eating establishment and a 15 room inn, and an additional 25 acre commercial lot, referred to as "Land Bay W"; and Alternative B, which increases the number of market-rate lots to 254, but is otherwise the same as Alternative A.<sup>28</sup> By including the parcel in the Town boundaries, the development will have access to the Town's wastewater system, which will allow it to accommodate additional residential units and a 25 acre land bay for additional commercial development.<sup>29</sup> Therefore, alternatives A and B are

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<sup>24</sup> *Id.*, p. 13; in 2015, the Fauquier County Board of Supervisors approved a subdivision plat for the entire parcel that authorized 10 residential lots on the remaining 224.53 acres. Van Metre plans to develop nine cluster lots on 29.62 acres near the new Town boundary, with the remaining 194.91 acres remaining open. *See The VSA Notice*, p. 12.

<sup>25</sup> Fauquier County GIS Dept, FAUQUIER COUNTY, VA Service District Land Use Plans (2021); <https://www.fauquiercounty.gov/home/showpublisheddocument/32304/637526229511400000>

<sup>26</sup> *The VSA Notice*, p. 40-41.

<sup>27</sup> *Id.*, p. 12.

<sup>28</sup> *Id.*, p. 12-13.

<sup>29</sup> *Id.*, p. 13; there are no plans for the development of Commercial Land Bay W, as the town wishes to have input on what is developed. *The VSA Notice*, FN25.



contingent upon the inclusion of the property within the Town's boundaries, and alternative B is further contingent upon the Town providing additional water service connections to the property.

The Proposed Agreement assumes that the development will proceed under alternative B, as the Town has agreed to annex the property and add additional connections if Alwington and Van Metre agree to the additional requirements of expanding Alwington Boulevard and reconstructing the Taylor Run Pump Station.<sup>30</sup> Van Metre has designed a full residential community with a detailed code of development that was proffered to the County and included in the Proposed Agreement. Under this most intense development scenario, the development of the Alwington property will require approximately 124,000 gallons per day of wastewater treatment.<sup>31</sup> The Town's current wastewater treatment capacity is 2.5 million gallons per day, and the actual average daily flow to the Town's wastewater treatment plant in 2021 was 1.72 million gallons.<sup>32</sup> Therefore, if this development is completed, the average daily flow will increase to approximately 1.84 million gallons per day.

The Annexation Area has already been included in the Joint Planning and Water Service Agreement, which means that the Town will provide water to the Annexation Area as it is developed, even if it stays in the County.<sup>33</sup> Therefore, the Town perceives that the area is appropriate for that public utility. In recent years the Town has also approved significant development along Alwington Boulevard, resulting in the construction of both a Home Depot and a Walmart along the Town's boundary and near the Annexation Area. The children who live in the already existing residential neighborhoods to the west and north of the Annexation Area attend Brumfield Elementary School, Taylor/Warrenton Middle School, and Fauquier High School, as will any students who might live in the residential units to be developed on the Alwington property.

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<sup>30</sup> See *The VSA Notice*, p. 133.

<sup>31</sup> *Id.*, p. 27.

<sup>32</sup> *Id.*, p. 27-28.

<sup>33</sup> *Id.*, p. 102.



## Scope and Standard of Review

The Proposed Agreement was negotiated under § 15.2-3400 of the Code of Virginia, which allows localities to settle interlocal issues through negotiated agreements. However, before localities enact any negotiated agreement, the Commission must review the negotiated agreement and issue an advisory report on “whether the proposed settlement is in the best interest of the Commonwealth.”<sup>34</sup> When issuing its advisory report, the Commission is directed “to hold hearings, make investigations, analyze local needs,” and then submit its findings of fact and recommendations to the affected local governments.<sup>35</sup> The local governments may then adopt any recommendations before the Proposed Agreement is sent to a special court for ultimate disposition.<sup>36</sup> The Commission’s report shall be admissible as evidence in any court proceedings on the VSA, but it shall not be binding upon any court and shall be advisory in nature only.<sup>37</sup>

The General Assembly encourages local governments to attempt to negotiate settlement of their interlocal concerns.<sup>38</sup> One of the statutory responsibilities of the Commission is to assist local governments in such efforts.<sup>39</sup> In view of this legislative intent, the Commission believes that proposed interlocal agreements, such as the Proposed Agreement being considered, should be approached with respect and presumption of their compatibility with applicable statutory standards. The Commission notes, however, that the General Assembly requires interlocal agreements to be reviewed by this body prior to their final adoption by the local governing bodies and review by a court.<sup>40</sup> The Commission is obliged to conclude, therefore, that while interlocal agreements are due respect and should be approached with a presumption of their consistency with statutory standards, such respect and presumption cannot be permitted to render the Commission’s review a *pro forma* endorsement of any proposed settlement. The Commission’s responsibility to the Commonwealth and to the affected localities requires more.

<sup>34</sup> Va. Code Ann. § 15.2-3400(3) (2024).

<sup>35</sup> Va. Code Ann. § 15.2-3400(3) (2024); 15.2-2907(A) (2024).

<sup>36</sup> Va. Code Ann. § 15.2-3400(3) (2024).

<sup>37</sup> Va. Code Ann. § 15.2-2904(B) (2024); 15.2-3400 (2024).

<sup>38</sup> See Va. Code Ann. § 15.2-3400 (2024).

<sup>39</sup> Va. Code Ann. § 15.2-2903(3) (2024).

<sup>40</sup> Va. Code Ann. § 15.2-3400(3) (2024).



This Proposed Agreement, as noted previously, is the product of negotiations by the Parties and incorporates a rezoning and proffered development conditions that have already received multiple rounds of public feedback and approvals by the County. Its main provision is an annexation that brings property into the Town in exchange for a commitment to rebuild a sewage pump station and access to public utilities that allow for higher-density development and multiple commercial parcels. When applying the "best interest of the Commonwealth" standard of review to voluntary settlement agreements like the Proposed Agreement that contain a mixture of annexation and other provisions, the Commission considers "whether the agreement will be beneficial to the orderly growth and continued viability of the localities, whether it would promote strong and viable units of government, and whether there are ramifications of the proposed annexation for other parties and the Commonwealth."<sup>41</sup> This standard is derived from the stated purpose of voluntary settlement agreements in § 15.2-3400 of the Code of Virginia, the court's standards of review, and Commission precedents.<sup>42</sup> Applying this standard to this Proposed Agreement, the Commission therefore finds it necessary to consider whether the VSA is in the best interest of the localities and their citizens.<sup>43</sup>

## Findings of Fact

This Proposed Agreement is an agreement between the Town, County, owner, and potential developer to permit and build a high-density, planned residential and commercial development in the small-but-growing Town of Warrenton. The terms of the development were proffered to the County by the developer, but the most intense development scenario requires the

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<sup>41</sup> Comm. on Local Gov't, Report on the Town of New Market - Shenandoah County Voluntary Settlement Agreement, May 2023, at 8-9; <https://www.dhcd.virginia.gov/sites/default/files/Docx/clg/voluntary-settlement-agreement/final-report-new-market-%26-shenandoah-wtih-appendix.pdf>

<sup>42</sup> See, e.g., Id; Comm. on Local Gov't, Report on the City of Emporia - County of Greenville Annexation Agreement, May 1983, at 15-16, <https://www.dhcd.virginia.gov/sites/default/files/Docx/clg/voluntary-settlement-agreement/city-of-emporia-county-of-greenville-annexation-agreement-may-1983.pdf>; Comm. on Local Gov't, Report on the Town of Grottoes – Augusta County Voluntary Settlement Agreement, January 2010, at 6, <https://www.dhcd.virginia.gov/sites/default/files/Docx/clg/voluntary-settlement-agreement/town-of-grottoes-county-of-augusta-voluntary-settlement-agreement-january-2010.pdf>

<sup>43</sup> Comm. on Local Gov't, Report on the Town of Leesburg- Loudoun County Voluntary Settlement Agreement, April 2024, at 14; <https://www.dhcd.virginia.gov/sites/default/files/DocX/clg/town-of-leesburg/final-clg-leesburg-loudoun-vsa-report-withappendix-4.30.24.pdf>



property to be annexed into the Town. The Proposed Agreement reflects the most intense development scenario requiring access to public water and wastewater systems. Such access will necessitate upgrades to the Town’s wastewater system. The density of the residential and commercial development will add additional burdens on the schools, roads, and other public services. Therefore, the Commission believes it is most important to consider the impact of the VSA on the Town and its citizens, and less important to focus on the County, owner, and developer, who have already agreed to the proffered development conditions and believe those limitations are in their best interests. With this emphasis in mind, the Commission must review the impacts of the Proposed Agreement under the “best interest of the Commonwealth” standard by providing findings of fact and recommendations. The findings of fact are provided in this section, and the analysis of whether the Proposed Agreement is in the best interest of the Commonwealth is provided in the next section.

**a. Impact on the Town**

*i. Ability to provide public wastewater service*

As noted above, the Proposed Agreement is projected to add approximately 124,000 gallons per day of sewage treatment to the Town’s wastewater system when fully developed. This will increase the current average daily flow to 1.84 MGD, which is still within the capacity of the Town’s current sewage treatment plant of 2.5 MGD. However, at the Commission’s public hearing, several residents noted that while this development on its own can be accommodated, the cumulative impact of all approved projects in the Town will result in more sewage flow than the current wastewater treatment plan can process.<sup>44</sup>

This assertion is confirmed by the Town’s own Water and Sewer System Capacity Evaluation, (“WRA Report”) which it commissioned from Whitman, Requardt and Associates (WRA) in 2022 and included as Appendix B. The WRA Report calculated “cumulative wastewater loading by addition of the demand created by... named developments,” both commercial and residential, that were identified as in progress or approved by the Town’s

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<sup>44</sup> *Minutes of Public Hearing*, COMM. ON LOCAL GOV’T, September 16, 2024 (specifically remarks from Cindy Burbank and David Horden).



Community Development Department.<sup>45</sup> The WRA Report concluded that, if the plant is not improved or expanded, the projection is that sewage will exceed capacity in 2034.<sup>46</sup> However, the WRA report also concluded that “the Town of Warrenton has adequate water supply capacity and wastewater treatment capacity to accommodate the new housing and commercial developments identified by the Community Development Department” up until 2039 as long as the treatment plant’s capacity is expanded to 3.0 MGD.<sup>47</sup> This projection assumes that all planned development is built by 2040, which is the expiration date of the current comprehensive plan.<sup>48</sup>

The WRA Report also notes that water entering the sewage system through infiltration and inflow (I & I) is high in Warrenton at .92 MGD, or 49% of total flows treated at the plant.<sup>49</sup> I & I accounts for water in the sewage system that is not provided to residents and businesses through the water system.<sup>50</sup> It is caused by “water discharged directly into the wastewater system through basement and foundation drains, roof downspouts, manhole covers, cross connections with stormwater systems and other direct connections.”<sup>51</sup> I & I is highest in localities with aging wastewater collection infrastructure, which includes Warrenton.<sup>52</sup> Therefore, any improvements to the Town’s infrastructure will reduce the amount of I & I, and subsequently, the amount of sewage that needs to be treated.

The Commission has no reason to doubt the findings of the WRA Report. The findings of the report were further validated by additional evidence provided by the Town. In emails to the Commission with additional evidence and answers to follow-up question after the presentations and hearings, the Town provided the following information: <sup>53</sup>

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<sup>45</sup> Whitman, Requardt & Associates, TOWN OF WARRENTON – WATER AND SEWER SYSTEM CAPACITY EVALUATION UPDATE [hereinafter *WRA Report*] 13 (2022). The report is included as appendix B.

<sup>46</sup> Id at 13.

<sup>47</sup> Id at 1, 13.

<sup>48</sup> Id at 13.

<sup>49</sup> Id at 6.

<sup>50</sup> Id at 5.

<sup>51</sup> Id.

<sup>52</sup> Id at 6.

<sup>53</sup> The Town’s full responses to the Commission’s requests for additional information are included as Appendix A. All additional documents provided by the Town to support its answers are on file with the Commission.



- The Town has already begun the process of repairing, replacing, and modernizing the Wastewater Treatment Plant. It is currently in the third year of a six-year capital improvement plan that will bring the plant to current standards and increase its capacity to 3.0 MGD.
- The only obstacles to increasing the capacity of the existing plant to 3.0 MGD are (1) a modification to the Town's next discharge permit (regulated by the VA Department of Environmental Quality) to 3.0 MGD and (2) completion of the planned capital improvements.<sup>54</sup>
- The Town does not anticipate any objection from regulators to modifying its discharge permit. The Town has determined that the capacity of the receiving stream, an unnamed tributary to Great Run in the Rappahannock watershed with a 1.9 square mile drainage area, can handle the increase in the wastewater discharge.
- There is a projected increase in user rates over a five-year period to address the cost of remediating the Town's aging treatment plant, increase the capacity, and address deferred maintenance.

Based on the WRA Report and the Town's ongoing plan to improve its wastewater system, the Commission is reasonably confident that the Town can absorb the impact of this Proposed Agreement and the other planned developments in the Town.

*ii. Impact of the Developer's Concessions to the Town*

The County's November 2023 rezoning of the Alwington property, in conjunction with the existing Joint Planning and Water Service Agreement between the Town, County, and Alwington Farm Developers, LLC, allows Van Metre to develop 217 market rate lots with public water, private wastewater, and no commercial development.<sup>55</sup> This can be done by-right in the County without the adoption of the Proposed Agreement. In order to increase the density of the residential development and add commercial uses, Van Metre proposed that the property

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<sup>54</sup> A citizen of the Town suggested that there was an existing covenant on the land that limits the capacity of the existing plant to 2.5 MGD (email from David Norden, Appendix A). The Town provided the Commission a Deed of Release of the restrictive covenant which is on file with the Commission.

<sup>55</sup> *The VSA Notice*, p. 102.



be annexed into the Town, and the Town agreed on the condition that Van Metre, at its own expense, expand Alwington Boulevard and rebuild the aging Taylor Run Pump Station, which is approaching the end of its useful life.

These benefits have significant value to the Town. While Alwington Boulevard would need to be expanded under the County's rezoning, that rezoning did not call for the road to be expanded,<sup>56</sup> and the Town will soon have to replace the Taylor Pump Station at its own expense.<sup>57</sup> The Town has budgeted \$5.35 million in its capital improvement plan to replace the pump station by July of 2028, which means that Van Metre is providing a minimum of \$5.35 million in improvements for which the Town would otherwise eventually have to pay for in addition to the cost of expanding Alwington Boulevard.

#### **b. Impact on Citizens of the Town and County**

The main impact of this development on the citizens of the Town and County is the provision of more housing. In presentations to the Commission, Van Metre noted that, in 2011, the largest age demographic in the County was 45-54 years of age at 18.2%, and by 2022, that number had dropped closer to the statewide average of 12.5 percent, with age 35-44 becoming the largest, as noted in Table 1.<sup>58</sup> The stated goal of this development is therefore to provide housing for those aged 35-44 in the County in the hopes of reversing those observed demographic trends. While it is beyond the scope of this report to validate Van Metre's hypothesis that a specific age demographic will find this housing attractive, the Town has previously grown rapidly, and that pace of growth has slowed in the past decade. Therefore, housing construction likely will be a boon to citizens of the Town and County who are seeking to remain in the localities as each jurisdiction, in its own way, seeks to accommodate and manage its population growth through the approval of development projects such as this one.

Financial impacts of the Proposed Agreement on the citizens of the Town due to increased water and sewer usage rates to cover the costs of improving and expanding the Town's

<sup>56</sup> See Gorov Slade, TRAFFIC IMPACT STUDY ARRINGTON DEVELOPMENT (REZN-22-01798) 7 (2023) (on file with the Commission).

<sup>57</sup> See the VSA Notice, p. 14.

<sup>58</sup> Minutes of the July 23, 2024 Regular Meeting, COMM. ON LOCAL GOV'T, July 23, 2024 (presentation from Roy Barnett is on file with the Commission).



wastewater system are uncertain. As noted above, the Town has been improving and expanding its wastewater treatment plant since before this Proposed Agreement was approved by the Parties. Furthermore, as the WRA Report makes clear, the Town will need to complete these improvements by 2034 regardless of whether this Proposed Agreement is adopted because of other planned development in the Town. Since the costs of improvement are necessary, already included in a capital improvement plan, and will need to be accomplished regardless of this Proposed Agreement, any increases in rates for sewer improvements cannot be directly attributed to this particular development.

While speculative, the Parties suggested in the notice that the Town would use the increases in tax revenues to offset the costs of some of these improvements:

There is not a municipality in Virginia the size of Warrenton that could not benefit from an increase in tax revenue. [The Town] will need to expand its wastewater treatment plant within the next decade, and will very likely require additional monies to cover bond payments, and the additional revenue from growth will be valuable for that purpose.<sup>59</sup>

While the political question of what the Town will do with additional revenues from new water and sewer customers is beyond the scope of this report, the Commission believes it is reasonable to expect that the Town will use the increased enterprise fund revenue from the development to offset increased operating expenditures as well as the costs of future capital improvements, which may result in lower rate increases for the Town's citizens than if the Proposed Agreement were not accepted.

### **c. Impact on the County**

The impacts on the County of the Proposed Agreement include increased tax revenue and less environmental harm when compared to the base development that is currently allowed in the County under the November 2023 rezoning. The County's sales and real estate tax revenue, which it shares with the Town, will increase due to both the development of more residential units and the Commercial lots. The environmental impact on the County will be greatly reduced if the development is included in the Town's wastewater system because the by-right

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<sup>59</sup> *The VSA Notice*, p. 37.



development would be on a privately-owned septic system with primary and reserve drainage fields that would discharge untreated water directly into the watershed. By adding the development to the Town's wastewater system, the streams are better protected, and larger environmental issues will be avoided. Ultimately, by including the proffers to the County in the Proposed Agreement, the County is getting a high-quality, well-planned development that is consistent with its comprehensive plan and located within one of its designated service districts.

## **Analysis and Recommendations**

When considering proposed agreements that contain annexation provisions, the Commission considers whether the proposed agreement is beneficial to the orderly growth and continued viability of the localities, whether it would promote strong and viable units of government, and whether there are ramifications of the proposed annexation for other parties and the Commonwealth.<sup>60</sup> Even with the important concerns raised by citizens noted above, the Parties have presented an agreement that meets all three components of this test.

### **a. Orderly Growth and Continued Viability of the Town and County**

This VSA promotes the orderly growth of the Town and County by providing for the productive use of land, increased tax revenue, and funding for improvements to key services that otherwise would have to be provided by the localities. The Proposed Agreement envisions a well-planned commercial and residential community on land that has been identified by the Town for potential incorporation and by the County for development through inclusion in the Warrenton Service District. This productive use is essential to the ordered growth in and around the Town that the localities desire. The Proposed Agreement will also contribute to continued viability through increased tax revenue and needed improvements to public infrastructure through proffers and concessions. Through the provisions of the proffers to the County and its contributions in the Proposed Agreement, Van Metre is contributing to the continued viability of both localities by making upgrades to key services such as water, wastewater, and schools in the

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<sup>60</sup> Comm. on Local Gov't, Report on the Town of Leesburg- Loudoun County Voluntary Settlement Agreement, April 2024, at 13-14; <https://www.dhcd.virginia.gov/sites/default/files/DocX/clg/town-of-leesburg/final-clg-leesburg-loudoun-vsa-report-withappendix-4.30.24.pdf>



Town and County, which makes the provision of these services more affordable for the citizens in the long-run.

**b. Promoting Strong and Viable Unity of Local Government**

For similar reasons, the Proposed Agreement will also help the localities remain strong and viable units of local government. While plans for growth of the Town are a political question that is beyond the scope of this report, many rural regions of the Commonwealth are affected by changing demographics and an aging population. As these demographics shift, both localities have identified a need to provide housing and other services for younger age demographics to discourage them from moving away from the area. Therefore, productive use of land for housing is needed to meet the needs of these shifting demographics. The Town must continue to provide water and wastewater service to remain viable, and increased revenue for its utilities may be used to fund further capital improvements to the Town's aging wastewater system. Capital Improvements funded in the Town's 6-year plan will reduce infiltration into the aging system, further extend its life, and lower the potential rate impact to citizens of future improvements.

**c. Ramifications for Citizens of the Town**

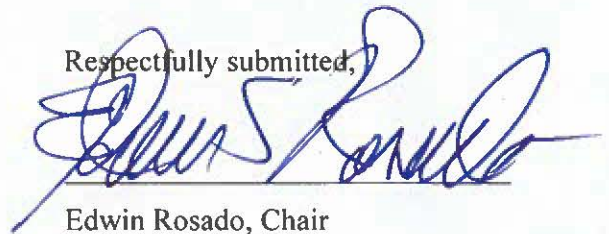
As to the effect of the Proposed Agreement on the citizens of the Town, the Commission notes the benefits, such as reduced environmental impact, affordable housing, pedestrian access, and others, that the higher-density development will provide directly and indirectly to the citizens. Ultimately, however, the Commission believes that the findings of the WRA Report are most compelling. The Town clearly has deferred maintenance that needs to be addressed in the system overall and planned maintenance on the Taylor Pump Station that will have to be paid for by citizens. Not only has the Town acknowledged this in its responses to the Commission and its Capital Improvement Plan, but the WRA Report also highlights the age of the system and the high amount of infiltration and inflow. If Van Metre is willing to pay for improvements to Town infrastructure that the citizens would eventually have to pay regardless of this VSA, then it will benefit the Town and its citizens because those costs will not end up falling back on the ratepayers and increasing water and wastewater rates to pay for deferred maintenance and upgrades in the future.



## Conclusion

Based on the findings of fact and analysis above, the Commission finds that the Proposed Agreement is in the best interest of the Commonwealth as written. However, this case presents unique circumstances for the Town's citizens because the development was initially planned, reviewed, discussed, amended, and ultimately approved by the County without input from the Town. And yet it is dependent upon the Town's agreement to the Annexation. Therefore, as this Proposed Agreement and the development moves forward, the Commission encourages the Town to continue its open dialogue with citizens so that they may better understand the County's reasoning for initially approving the project and the Town's reasoning for accepting it. Additionally, the Town should continue funding and implementing improvements to the wastewater system so that all future development within the Town can adequately be served.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Edwin Rosado', is written over a horizontal line.

Edwin Rosado, Chair



## **Appendix A**

Additional evidence, testimony, and responses to questions received by  
the Commission after the public hearing



My name is G. Robert Lee. I was Fauquier County Administrator for approximately 15 years beginning in 1990. I have also served on the Fauquier County Planning Commission as the Marshall District Commissioner since 2011. During my tenure as County Administrator and Planning Commissioner I have been engaged in discussion and consideration of the Arrington property in the Marshall District for more than two decades and there have been several iterations of plans and proposals for the Arrington property in the Warrenton Service District. The Voluntary Settlement Agreement for Town of Warrenton boundary adjustment enabled by the Code of Virginia definitively represents the best Arrington human settlement pattern of all the Arrington property proposals. I commend the Town, the County, and the Van Metre Communities for this collaborative endeavor to address the location and character of new development in the Warrenton Service District. This process is truly a model for cooperative planning by the County and the Town that constitutes the County seat of government.

GRL 9/16/24





**KEVIN T. CARTER**  
**Fauquier County Board of Supervisors**  
Center District  
52 Old Orchard Lane  
Warrenton, VA 20186  
PH: (540) 422-8020  
FX: (540) 422-8022  
[kevin.carter@fauquiercounty.gov](mailto:kevin.carter@fauquiercounty.gov)

September 16, 2024

Virginia Commission on Local Government  
c/o LeGrand Northcutt  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

**Hand delivered to COLG meeting on September 16, 2024**

Re: Voluntary Settlement Agreement Between Fauquier County, Virginia  
and Town of Warrenton, Virginia

Dear Commission Members and Mr. Northcutt:

In May of 2024, Fauquier County, Virginia jointly submitted a proposal for a voluntary settlement agreement of boundary lines with the Town of Warrenton, Virginia along with the developers of the property Van Metre Communities LLC, Alwington Farm, LLC, and Alwington Farm Developers, L.L.C. (hereinafter "developers").

This submission followed a lengthy zoning process of the property that resulted in a rezoning with proffers by the Fauquier County Board of Supervisors on November 9, 2023. The decision to rezone the property was not taken lightly or hastily. I participated in that process and the results are before the Commission today: a proffered rezoning with an option to seek to be brought into the Town of Warrenton through this voluntary settlement agreement process, subject to a commitment to develop in accordance with the concept development plans approved by the County in the 2023 rezoning. This proposed adjustment strikes a good balance and is mutually beneficial to both the County and the Town.

As the Center Magisterial District Supervisor, I support this boundary line adjustment through this voluntary settlement agreement process and am

Very truly yours,

Kevin T. Carter  
Center District Supervisor

cc: Board of Supervisors





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**Arrington VSA**

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**From** Carter Nevill <carter.nevill@icloud.com>

**Date** Mon 9/16/2024 7:25 PM

**To** Northcutt, Legrand (DHCD) <legrand.northcutt@dhcd.virginia.gov>

Comminioners,

I am writing as a citizen of the town of Warrenton, a town business owner, and individually as the mayor of the town of Warrenton. I wish to lend my voice in full support of this voluntary annexation as has been painstakingly worked out between the town and county. This annexation more than anything is a benefit to the taxpayers of both entities, especially given the agreement for a commercial bay. If the annexation were to fail, it is more than probable that the rooftops will explode to well over 300 units by right. This would burden county residents (of which town taxpayers are themselves) as well as town taxpayers who will subsidize the impact of this peripheral growth on the town's infrastructure and services.

I urge you to please approve this VSA in the interests of the fiscal resiliency and community strength of both the town of Warrenton and the county of Fauquier.

Thank you for your consideration.

Carter Nevill  
159 High St  
Warrenton, VA

Sent from my iPhone





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**9-16-24 Hearing - Arrington Property**

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**From** David Norden <David@hsnaia.com>

**Date** Mon 9/23/2024 12:46 PM

**To** Northcutt, Legrand (DHCD) <Legrand.northcutt@dhcd.virginia.gov>

Dear Mr. Northcutt and Commissioners,

I spoke at the Hearing on September 16<sup>th</sup>, but was asked to follow up with written comments. My name is David Norden and I served on the Warrenton Town Council from 1998 to 2014. Twelve of those years I was Vice-Mayor and for all sixteen years I was the Chairman of the Utilities Committee. I know a fair amount about our water and wastewater treatment plants. My biggest concern about bringing this large parcel into the Town is the ability to provide it with sewer service and what the ultimate cost to town taxpayers may be. Our current plant is maxed out at 2.5 million gallons per day. It is also under a deed restriction not to exceed that amount by the family who donated the property to the town for the construction of the plant decades ago. It also discharges into a tributary that is far too small by current standards. We are currently grandfathered, but at what point will that no longer be granted and the town forced to build another treatment plant downstream and pipe our effluent to it? The cost of something like this could never be bore by citizens of Warrenton, nor should it. If we live within our means and do not expand our borders, we won't risk this catastrophic possibility.

The current Town Council seems hell bent on making this happen and is working to buy the family out of their deed restriction so they can raise the plant output to 3 million gallons per day. I have heard they are paying \$1 million to this. Then there is the cost of expanding the plant, an expense I can't even imagine, but certainly far exceeding the cost benefit to the taxpayers for doing this deal. A number of the Council members supporting this boundary adjustment are going off the Council and starting January 1, 2025 we will have new members who are not so quick to rush into this deal and increase in density and commercial development. This development as laid out by the county is a good development and should just be left in the county to be executed.

I would ask that you consider denying this request or at least delaying it until the new members of Town Council can be involved.

Thank you for your time,  
David

PS – Mr. Northcutt, would you please let me know that you have received this message and will deliver it to all of the Commissioners or let me know if I need to do anything else.

David A. Norden, AIA  
Managing Partner  
Hinckley, Shepherd, Norden, Architects  
19 Winchester Street  
Warrenton, Virginia 20186  
Tel 540-347-4232  
www.hsnaia.com



*Item A.*





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**FW: CLG Questions**

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**From** Stephen Clough <sclough@warrentonva.gov>

**Date** Mon 9/16/2024 3:29 PM

**To** Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

Legrand, please see the answers from our Utilities director below.

## Stephen Clough, CMC

Town Clerk, FOIA Officer

Town of Warrenton, VA



21 Main Street  
Warrenton, VA 20186  
M: (540)-714-9270  
[warrentonva.gov](http://warrentonva.gov)

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**From:** Steven Friend <sfriend@warrentonva.gov>

**Sent:** Monday, September 16, 2024 3:21 PM

**To:** Stephen Clough <sclough@warrentonva.gov>

**Subject:** RE: CLG Questions

Please See my answers below in bold.

Thank you,  
Steven

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**From:** Stephen Clough <[sclough@warrentonva.gov](mailto:sclough@warrentonva.gov)>

**Sent:** Monday, September 16, 2024 1:18 PM

**To:** Steven Friend <[sfriend@warrentonva.gov](mailto:sfriend@warrentonva.gov)>

**Subject:** CLG Questions

Mr. Friend,



First, thank you for your availability with such short notice this afternoon. Mr. NorthCutt has requested email follow up to include in the documentation for the CLG meeting. If you could please provide the answers to the commissioner's questions listed it would be greatly appreciated.

When was the last rate study for the Water Sewer fund? **Began in 2022, completed in 2023**

What is the multiplier for service district access to water / sewer (we provided the link on the website) **Link is on website, a 1.5 multiplier is added to out-of-Town customers.**

<https://www.warrentonva.gov/255/Current-Rates>

What are best practices for water sewer rate studies? How often are they triggered? Is it a change in growth patterns, is it capital expenses? **The best practice standard time frame for a rate study update is 5 years. Recently, our financial advisors have recommended that we consider another update in 3 years due to the size of our CIP. We work in conjunction with our financial advisors to review actual revenue and expense trends. Any significant change in those trends may also necessitate a rate study update. Significant growth would also trigger the need for an evaluation of the system and the rates.**

Thank you for your assistance with this.

**Stephen Clough, CMC**

Town Clerk, FOIA Officer

Town of Warrenton, VA



21 Main Street  
Warrenton, VA 20186  
M: (540)-714-9270  
[warrentonva.gov](http://warrentonva.gov)

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**RE: Warrenton - Fauquier County VSA - Request from COLG regarding water and sewer capacity**

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**From** Roy Barnett <rbarnett@vanmetreco.com>

**Date** Wed 9/18/2024 3:27 PM

**To** Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

**Cc** Gallehr, Tracy <tracy.gallehr@fauquiercounty.gov>; Martin R. Crim (mcrim@sandsanderson.com) <mcrim@sandsanderson.com>; Foote, John <jfoote@thelandlawyers.com>; Nyan, Starr <snyan@thelandlawyers.com>; Tom Marable <TMarable@VanMetreLand.com>

 2 attachments (1 MB)

Town of Warrenton – Water and Sewer System Capacity Evaluation Update - 12062022.pdf; Staff Report - Water and Sewer System Capacity Evaluation Update - 12122022.pdf;

Good afternoon, LeGrand - In follow up to the COLG meeting on Tuesday morning, I have attached a copy of the Town of Warrenton – Water and Sewer System Capacity Evaluation Update completed in December 2022. Please note that the proposal for development of Arrington included 377 residential units at the time of the study. During review of the Arrington development, the density of Arrington was reduced by 28% to a maximum of 270 residential units. The corresponding reduction in sewer flow from the reduction in the number of residential units was offset by adding the 25 acres of commercial. The net result was a small increase in total Arrington sewer flow from 0.11 MGD to 0.12 MGD. Also note that the report includes the following statement in regard to the various charts and graphs listing projects: "The order or chronology of the projects is not definitive". As part of the Arrington efforts, we have now completed the first draft of a Preliminary Engineering Report for the replacement of the Taylor Pump Station and submitted to the Town of Warrenton for review as recommended in the 2022 study.

Please advise if you need any other details

Roy

Roy Barnett  
Group President, Land Acquisition Planning Development  
Van Metre Companies  
D: +1 703-425-2614 M: +1 (703) 898-4971  
RBarnett@VanMetreCo.com  
9900 Main Street, Suite 500 Fairfax, VA 22031

*Van Metre*







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**Re: Warrenton - Fauquier County VSA - Request from COLG regarding TIA**

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**From** Roy Barnett <rbarnett@vanmetreco.com>

**Date** Wed 9/18/2024 4:16 PM

**To** Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

**Cc** Gallehr, Tracy <tracy.gallehr@fauquiercounty.gov>; Martin R. Crim (mcrim@sandsanderson.com) <mcrim@sandsanderson.com>; Foote, John <jfoote@thelandlawyers.com>; Nyan, Starr <snyan@thelandlawyers.com>; Tom Marable <TMarable@VanMetreLand.com>

 2 attachments (17 MB)

TIA - July 07 2023 - Based on 370 Residential Units.pdf; Article 3 Zoning Districts 2021.08\_202110041021195527.pdf;

Good afternoon, LeGrand - In follow up to the COLG meeting on Tuesday morning, I have attached a copy of the last TIA submitted to Fauquier County (without attachments) dated July 6, 2023. Please note that this TIA is based on the development of 377 residential units plus a restaurant and 15 room inn on the Arrington property. The final approvals for Arrington include a maximum of 270 residential units - a reduction of 107 residential units (28%). The offset of the trips per day associated with the 107 residential units reduction was viewed as being offset by the addition of the 25 acres of Commercial. Further, the approval of any of the more traffic-intense uses permitted in the C Commercial District (listed in Section 3-4.10.3. of the Town Zoning Ordinance and shown on pages 30 and 31 of the attached copy of Article 3) requires submission of a special use permit which is reviewed and either approved or disapproved under a separate legislative process by Town Council. The Special Use Permit submission requirements include the requirement to prepare and submit "An analysis of the impact on the Town's transportation network and the ability of adjacent streets and intersections to efficiently and safely move the volume of traffic generated by the development, along with estimates of cost and means of providing improvements required to service the proposed special use."

In addition to the foregoing, the zoning approvals for Arrington include a requirement for two lanes (plus turn lane) for the extension for Alwington Boulevard but, in acknowledging the potential for additional traffic, we added the requirement for Arrington to construct the extension of Alwington Boulevard to a 4-lane divided (with turn lanes) road section from Home depot to the Commercial Land Bay (Phase 1) in the VSA.

Please advise if you need any additional information.

Roy

Roy Barnett  
Group President, Land Acquisition Planning Development  
Van Metre Companies  
D: +1 703-425-2614 M: +1 (703) 898-4971  
RBarnett@VanMetreCo.com  
9900 Main Street, Suite 500 Fairfax, VA 22031





Item A.





Glenn Youngkin  
Governor

Caren Merrick  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn  
Director

**To:** Martin Crim, Town Attorney, Town of Warrenton

**From:** Commission on Local Government Staff

**Subject:** Request for Additional Materials Regarding the Voluntary Settlement Agreement between the Town of Warrenton and Fauquier County

**Date:** September 23, 2024

Mr. Crim,

Thank you for hosting the Commission on Local Government for the site visit and presentations in Warrenton last week. Pursuant to 1VAC50-20-390N, the Commission is requesting responses to the following questions regarding the Town's water and sewer systems along with any reports or other materials that you believe are relevant to answering the following questions:

1. Does the Town currently have plans to upgrade its existing sewage treatment plant? If so, what would each proposed upgrade do? How much would each upgrade cost? Why is each upgrade important to the Town? What is the implementation schedule for each upgrade?
2. Does the Town currently have plans to increase the capacity of its existing sewage treatment plant or of the entire system with an additional treatment plant? How much would the plan to increase the capacity cost? What is the implementation schedule for increasing the capacity?
3. What are the obstacles to increasing the capacity of the existing plant and/or for the system as a whole?
4. What impact, financial or otherwise, would increasing the capacity of the sewage system in the Town have on the Town's water and sewer customers?
5. When does the existing Taylor Run pump station need to be replaced, and what is the current estimated cost for doing so?
6. At the public hearing, the Commission heard testimony that the existing sewage treatment plant discharges effluent into a body of water that cannot support the current amount of discharge and that the Town's current discharge is grandfathered. What is the maximum amount of effluent that is allowed to be discharged into that





body of water under current law? What amount does the Town currently discharge?  
Does the body of water have the capacity to take on the additional discharge created by any expansions of the existing sewage treatment plant?

7. At the public hearing, the Commission heard testimony that there is a deed restriction on the property where the existing sewage treatment plant sits. Please provide evidence of such deed restriction, if it exists. Does the Town have plans to attempt to remove the deed restriction?

Please provide responses by the close of business Friday, September 27<sup>th</sup>, and provide a copy of your responses and any supporting materials to Ms. Galleher and Mr. Foote. If you have issues with this deadline, please let us know as soon as possible. Additionally, if you need to use a large file electronic transfer, we can arrange one for you.

Sincerely,



W. LeGrand Northcutt

Commission on Local Government Staff





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**RE: Request for additional information from the CLG**

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**From** Crim, Martin R. <mcrim@sandsanderson.com>

**Date** Tue 10/8/2024 4:44 PM

**To** Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

**Cc** Gallehr, Tracy (tracy.gallehr@fauquiercounty.gov) <tracy.gallehr@fauquiercounty.gov>; Foote, John <jfoote@thelandlawyers.com>; Sawyer, Chase (DHCD) <Chase.Sawyer@dhcd.virginia.gov>

Legrand,

There is no scope of work for the replacement Taylor Run Pump Station; we are working under the proffers on the property from the developer of Arrington. Van Metre has proposed abandoning the Taylor Pump Station, but the matter is still under discussion. Another option is for the Town to take the current Taylor Run Pump Station offline and convert it into a gravity flow facility. There is currently no cost projection for this work. The Town would still own the property and maintain the new gravity system if that is what we end up doing. The Town and the developer will need to work out these details as part of the development process.

As for the WWTP capacity (per your other email of today), the limiting factor is the VPDES permit. If DEQ approves an upgrade in capacity to 3.0 MGD, the WWTP will be able to handle that after the proposed capital improvements are complete.

--Martin



**Martin R Crim**

*Attorney*

**Sands Anderson PC**

10432 Balls Ford Road, Suite 300 Manassas, VA. 20109

Direct: (703) 663-1720

[www.sandsanderson.com](http://www.sandsanderson.com) | [mcrim@sandsanderson.com](mailto:mcrim@sandsanderson.com) | [Bio](#) | [vCard](#)

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**From:** Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

**Sent:** Monday, October 7, 2024 3:54 PM

**To:** Crim, Martin R. <mcrim@sandsanderson.com>

**Cc:** Gallehr, Tracy (tracy.gallehr@fauquiercounty.gov) <tracy.gallehr@fauquiercounty.gov>; Foote, John <jfoote@thelandlawyers.com>; Sawyer, Chase (DHCD) <Chase.Sawyer@dhcd.virginia.gov>

**Subject:** Re: Request for additional information from the CLG

Hi Martin,

As a follow up to the questions below, the Commissioners had one more question for the Town. Assuming that the VSA is approved and the Taylor Run Pump station is moved, are there currently plans to remediate the current site by the school? If so, what do those plans look like? Any details you might currently have would be appreciated-- would this be contracted out, how



much would it cost, what would the space become, any other relevant information. If not, who would own the site?

Please keep Tracy and John copied on your reply, and let me know if you have a problem responding by the end of the week. There is no particular rush on getting this information.

Thanks,

LeGrand

W. LeGrand Northcutt, J.D.

Senior Policy Analyst

Virginia Department of Housing and Community Development

804-310-7151 (cell)

[legrand.northcutt@dhcd.virginia.gov](mailto:legrand.northcutt@dhcd.virginia.gov)

*Please note that my regular work hours are 7:30 am - 6:00 pm, Monday through Thursday.*

---

**From:** Crim, Martin R. <[mcrim@sandsanderson.com](mailto:mcrim@sandsanderson.com)>

**Sent:** Thursday, September 26, 2024 11:42 AM

**To:** Northcutt, Legrand (DHCD) <[LeGrand.Northcutt@dhcd.virginia.gov](mailto:LeGrand.Northcutt@dhcd.virginia.gov)>

**Cc:** Gallehr, Tracy ([tracy.gallehr@fauquiercounty.gov](mailto:tracy.gallehr@fauquiercounty.gov)) <[tracy.gallehr@fauquiercounty.gov](mailto:tracy.gallehr@fauquiercounty.gov)>; Foote, John <[jfoote@thelandlawyers.com](mailto:jfoote@thelandlawyers.com)>; Sawyer, Chase (DHCD) <[Chase.Sawyer@dhcd.virginia.gov](mailto:Chase.Sawyer@dhcd.virginia.gov)>

**Subject:** RE: Request for additional information from the CLG

Thanks, Legrand. Please see the attached documents and the responses and links below in response to the Commission's request for additional materials, which I repeat for convenience, followed by answers in **bold**.

1. Does the Town currently have plans to upgrade its existing sewage treatment plant? If so, what would each proposed upgrade do? How much would each upgrade cost? Why is each upgrade important to the Town? What is the implementation schedule for each upgrade?

**The Town has already begun the process of repairing, replacing, and modernizing the Wastewater Treatment Plant (WWTP). We are currently in the third year of the ongoing plan to bring the outdated plant to current standards.**

**Upgrades are important because the facility is struggling to maintain current daily operations due to aged and failing, end of life equipment. In short, these required upgrades/improvements are a result of deferred maintenance over the years. Attached as a PDF is the portion of the current CIP for utilities (Town of Warrenton 2025-2030 Water and Sewer Capital Improvement Plan). It addresses the purposes, costs, and implementation schedule for each upgrade.**

**The entire current adopted CIP is available [at this link](#). Town Council adopted the CIP on [June 11, 2024 by RES-24-05-01, which was part of Town Council agenda item II.F.b.](#)**



2. Does the Town currently have plans to increase the capacity of its existing sewage treatment plant or the entire system with an additional treatment plant? How much would the plan to increase the capacity cost? What is the implementation schedule for increasing the capacity?

**No, there are no plans for an additional sewage treatment plant currently. The planned WWTP improvements will result in a capacity increase to 3.0 MGD for the existing WWTP facility in the long run, projected to occur after the next renewal of the Town's VPDES permit. The Town's current permit (VA0021172) is attached and is valid between September 1, 2022 and August 31, 2027.**

3. What are the obstacles to increasing the capacity of the existing plant and/or for the system as a whole?

**The only obstacles to increasing the capacity of the existing WWTP are (1) a modification to the Town's next VPDES permit and (2) completion of the planned capital improvements.**

4. What impact, financial or otherwise, would increasing the capacity of the sewage system in the Town have on the Town's water and sewer customers?

**None; the projected increase in user rates over a five-year period is due to the cost of remediating the Town's aging WWTP and addressing deferred maintenance.**

5. When does the existing Taylor Run pump station need to be replaced, and what is the current estimated cost for doing so?

**The Taylor Pump Station is slated to be replaced in FY-2027 and is currently estimated to cost 5.3 million dollars as outlined in our CIP (attached).**

6. At the public hearing, the Commission heard testimony that the existing sewage treatment plant discharges effluent into a body of water that cannot support the current amount of discharge and that the Town's current discharge is grandfathered. What is the maximum amount of effluent that is allowed to be discharged into that law? What amount does the Town currently discharge? Does the body of water have the capacity to take on the additional discharge created by any expansions of the existing sewage treatment plant?

**The testimony to which you refer was unsupported by any factual analysis. Attached is the Town's current VPDES permit VA0021172, which shows on pages 4 and 5 of the PDF that the design flow is 2.5 MGD and the allowed discharge flow to the receiving stream is unlimited (see highlighted text). The current discharge from the WWTP is 1.7 MGD based on the annual average.**

**The receiving stream is an unnamed tributary to Great Run in the Rappahannock watershed. Attached is the USGS Stream-Stats report showing the 1.9 square mile drainage area and the modeled low-flow and peak-flow for the stream. The permit discharge limit of 2.5 MGD equates to a flow contribution of 3.87 cubic feet per second (cf/s). Increasing the WWTP limits from 2.5 to 3.0 MGD would equate to 4.6 cf/s. The range of the unnamed tributary's peak flow shown on page 4 of the USGS Stream-Stats report goes from 217 cubic feet per second for a 50-percent AEP\* flood (i.e., from a rain event expected once every two years on average) to 2890 cubic feet per second for a 0.5-percent AEP flood (i.e., from a rain event expected once every 200 years on average). These peak-flow figures show that the WWTP discharge is a minor contributor to the peak-flow of the unnamed tributary.**

**\* AEP stands for Annual Exceedance Probability.**

7. At the public hearing, the Commission heard testimony that there is a deed restriction on the property where the existing sewage treatment plant sits. Please provide evidence of such deed restriction, if it



exists. Does the Town have plans to attempt to remove the deed restriction?

**That information was out of date. Attached is the recorded Deed of Release of Restrictive Covenant WWTP which shows the release of the referenced covenant.**

Item A.



**Martin R Crim**

Attorney

**Sands Anderson PC**

10432 Balls Ford Road, Suite 300 Manassas, VA. 20109

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**From:** Northcutt, Legrand (DHCD) <[LeGrand.Northcutt@dhcd.virginia.gov](mailto:LeGrand.Northcutt@dhcd.virginia.gov)>

**Sent:** Monday, September 23, 2024 5:15 PM

**To:** Crim, Martin R. <[mcrim@sandsanderson.com](mailto:mcrim@sandsanderson.com)>

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**Subject:** Request for additional information from the CLG

**CAUTION:** External Message

Hi Martin,

Please see the attached letter from the Commissioners requesting additional information from the Town after last week's hearings. As always, let me know if you have any questions.

Thanks,

LeGrand

W. LeGrand Northcutt, J.D.

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*Please note that my regular work hours are 7:30 am - 6:00 pm, Monday through Thursday.*



## **Appendix B**

### **Town of Warrenton - Water and Sewer System Capacity Evaluation Update**





# Town of Warrenton – Water and Sewer System Capacity Evaluation Update

## Town of Warrenton, VA

Work Order Number: 18672

**Draft Report**  
**12/06/2022**



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## 1. Executive Summary

Whitman, Requardt & Associates (WRA) has updated the April 2015 Water and Sewer Capacity Evaluation to include new data and to determine the impact of potential new housing and commercial development in the Town and in the Town's water and wastewater service area. Data on potential development was provided by the Warrenton Community Development Department. WRA estimated water demand and wastewater loadings from new developments including impacts to water and wastewater system capacity from overall development over time through year 2040.

The current water system capacity is 2.68 MGD from 2 reservoirs and 3 groundwater production wells. The Town's Water Filtration Plant has a capacity of 3 MGD. Water from the reservoirs is treated at the Filtration Plant and well water is treated at the well head. Average water production from 2015 through 2021 is 1.16 MGD (**Figure 3.1**). The current wastewater system treatment capacity at the Town's Wastewater Treatment Plant is 2.5 MGD. The average daily wastewater loading from 2015 through 2021 is 1.86 MGD (**Figure 4.1**). The Town is planning on expanding the capacity of the Wastewater Treatment Plant to 3 MGD over the next 10 years.

The estimated water system demand from the combination of the developments analyzed by WRA is 1.31 MGD. The estimated buildout water demand plus the 2021 water demand of 1.11 MGD provides an estimate of 2.42 MGD of future water demand (**Figure 5.1**). The estimated wastewater loading demand from the combination of the developments is 1.18 MGD. The estimated buildout wastewater loading plus the 2021 wastewater loading of 1.72 MGD provides an estimate of 2.9 MGD of future wastewater loading (**Figure 6.1**).

Per this analysis the Town of Warrenton has adequate water supply capacity and wastewater treatment capacity to accommodate the new housing and commercial developments identified by the Community Development Department. Several assumptions and assertions are included in this conclusion:

- Water demand projections are conservative. Water demand and wastewater loading can be monitored as developments came online to project future demand with greater accuracy.
- Unaccounted for water or the difference between billed water and water production and billed water is approximately 10%. This compares favorably to other communities in Northern Virginia
- The Virginia Department of Health (VDH) requires that communities submit a plan for increasing or providing for additional water system capacity when demand reaches 80% of permitted capacity. For Warrenton, the 80% threshold limit will be reached when all the development included in this analysis is in place. Depending on the Town's service area growth rate, this threshold could be reached in the 2050 decade or beyond.
- Extraneous water entering the wastewater system, also referred to as infiltration and inflow (I&I) constitutes about 49% of the wastewater flow entering the wastewater treatment plant. This level of I&I, although high, is not unusually high for wastewater collection systems similar in age to Warrenton's. WRA recommends that the Town continue to investigate and remediate I&I problems in the service area.
- The Virginia Department of Environmental Quality (DEQ) recognizes flow loadings approaching 95% of the design capacity (or 2.85 MGD) as the threshold level for planning WWTP capacity management strategies and improvements. This threshold level will be reached when all the development included in this analysis is in place. Depending on the Town's service area growth rate, this threshold could be reached in 2045 or beyond.
- The Turkey Run Pump Station can be used to receive flows from Laurel Ridge Community College. Although flows from Laurel Ridge can be managed by the Turkey Run PS, a detailed analysis should be made of the pump station before any additional flows are added.
- The Taylor Run Pump Station cannot receive flows from the Arrington Development and the Turkey Run Pump Station without improvements to the existing pumping system including the wet well. A detailed analysis of the existing system with recommendations for improvements to handle additional flows should be conducted before any new flows are added to this system.



## 2. Purpose

The Town of Warrenton authorized Whitman Requardt and Associates (WRA) to update the Water and Sewer System Growth and Capacity Report prepared in April 2015. The 2015 report evaluated existing and future water demand and wastewater loading based on developable lots within the Town and the surrounding service area.

This report will analyze current and future loadings and demands based on information provided by the Town's Community Development Department and Public Works & Utilities Department. This information includes data on new residential and commercial developments that have been approved by the Town or have been submitted to the Town for review and approval. In this report the following information was also included:

- Wastewater flow data from the Town's wastewater treatment plant (WWTP) since 2015
- Water production data from the Town's water treatment plant (WTP) since 2015
- Water supply information for the Town's reservoirs and wells
- Water billing information
- Proposed capacity changes to treatment capacity at the Town's WWTP
- Capacity of the Turkey Run Pump Station (PS #9) and the Taylor Run Middle School Pump (PS #6) to convey future wastewater flows from new developments in their respective sewer sheds



### 3. Existing Water Capacity and Demands

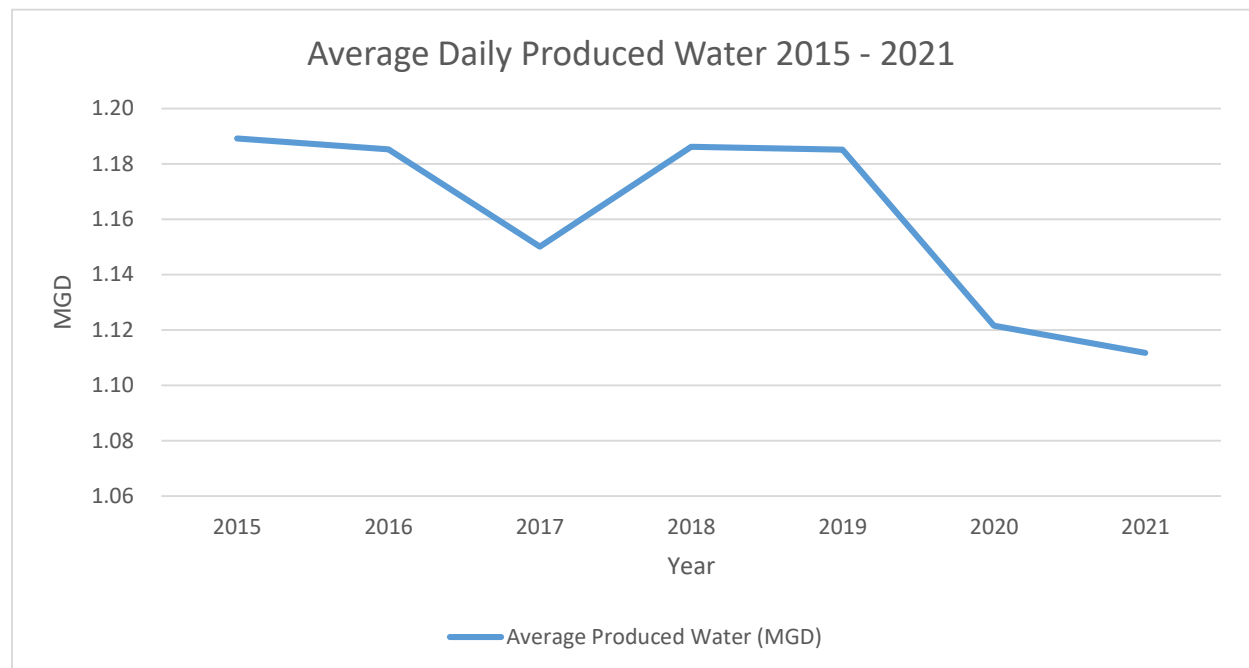
#### 3.1 Water Production, Distribution and Demand

Water supply for the Town of Warrenton is provided by 2 reservoirs, located on Cedar Run, and 3 groundwater wells. The Airlie reservoir (upstream) and the Warrenton reservoir (downstream), operate in series. The Airlie Reservoir provides a safe yield of 1.16 million gallons per day (MGD) and the Warrenton Reservoir provides a safe yield of 1.14 MGD for a total reservoir safe yield of 2.3 MGD. Reservoir safe yield is defined as the rate at which water can be withdrawn during a critical dry period without depleting the supply to such an extent that withdrawal of water is no longer economically feasible. Safe yield is determined by the Commonwealth of Virginia Department of Environmental Quality (DEQ). Water from the Airlie reservoir flows to the Warrenton reservoir further downstream on Cedar Run and is withdrawn from the Warrenton Reservoir for treatment at the Water Filtration Plant. The Water Filtration Plant has a capacity of 3 MGD. Water from the filtration plant is distribution throughout the Town and Town's water service area.

The Town also owns and operates 3 groundwater production wells. Well #5 and Well #6 provide 0.076 MGD of water directly to the Town's distribution system. Well #3 provides an additional 0.304 MGD of water supply and the Town's total groundwater capacity is 0.38 MGD. Similar to reservoir safe yield, wells are not operated at full capacity all of the time. However, for purposes of this analysis, groundwater well capacity of 0.38 MGD is used. Water from the Town's wells are treated at the wellhead before distribution.

The Town has an approximate total water supply capacity of 2.68 MGD (reservoir plus wells).

Figure 3.1 depicts average water production from the reservoir and groundwater systems for the years 2015 to 2021:



**Figure 3.1: Average Daily Produced Water 2015 - 2021**

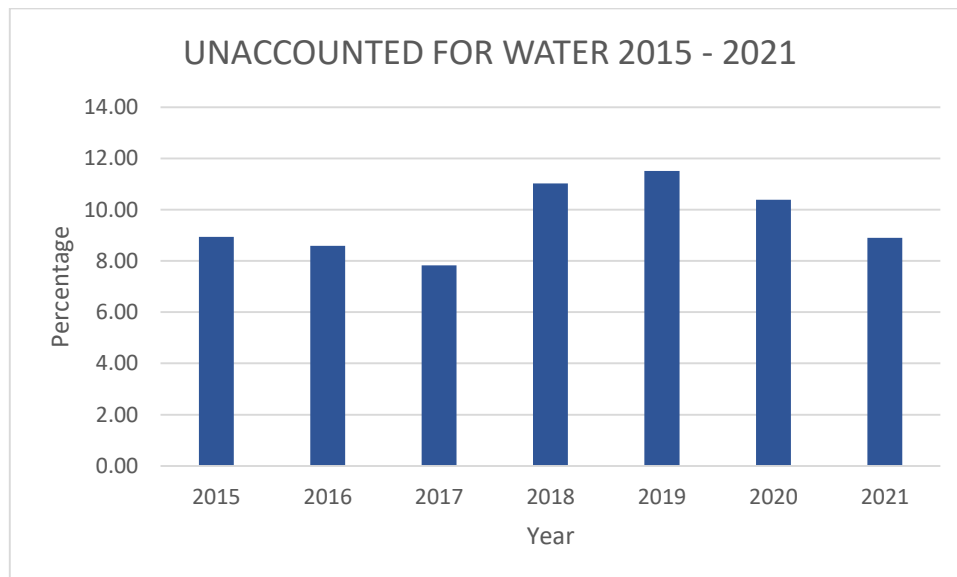
The average water production for 2015 through 2021 is 1.16 MGD.



### 3.2 Water Production Data and Water Billing Data

WRA analyzed water production data and water billing data for the period 2015 through 2021. There are approximately 4,800 water accounts (residences and businesses) billed monthly. The billing data provided by the Town was adjusted for sale of water to construction contractors and other users not normally billed and for water lost through leaks at the water meter. Water used to fight fires, flush water and sewer mains, lost through leaks in the mains or removed illegally through fire hydrants is not accounted for. Water accounts are billed at the end of every month.

Water produced/distributed data was compared to billed water data on a month-to-month basis. Water volumes were converted to millions of gallons per day (MGD) and the difference between produced/distributed water and billed water was compared. The difference between these two values, is defined as unaccounted for water. Figure 3.2 depicts unaccounted for water per year for the period 2015 to 2021.



**Figure 3.2: Unaccounted for Water 2015 - 2021**

The average unaccounted for water in the most recent 7-year period is 9.6%. Unaccounted for water includes water lost through leaks in the distribution system, water used in firefighting, water taken illegally through fire hydrants and other sources and water used to flush mains and for other water system maintenance work.

The Town's 10% level of unaccounted for water compares favorably to other communities in Northern Virginia and does not indicate significant problems with the water distribution system or problems with the way the water system is managed.

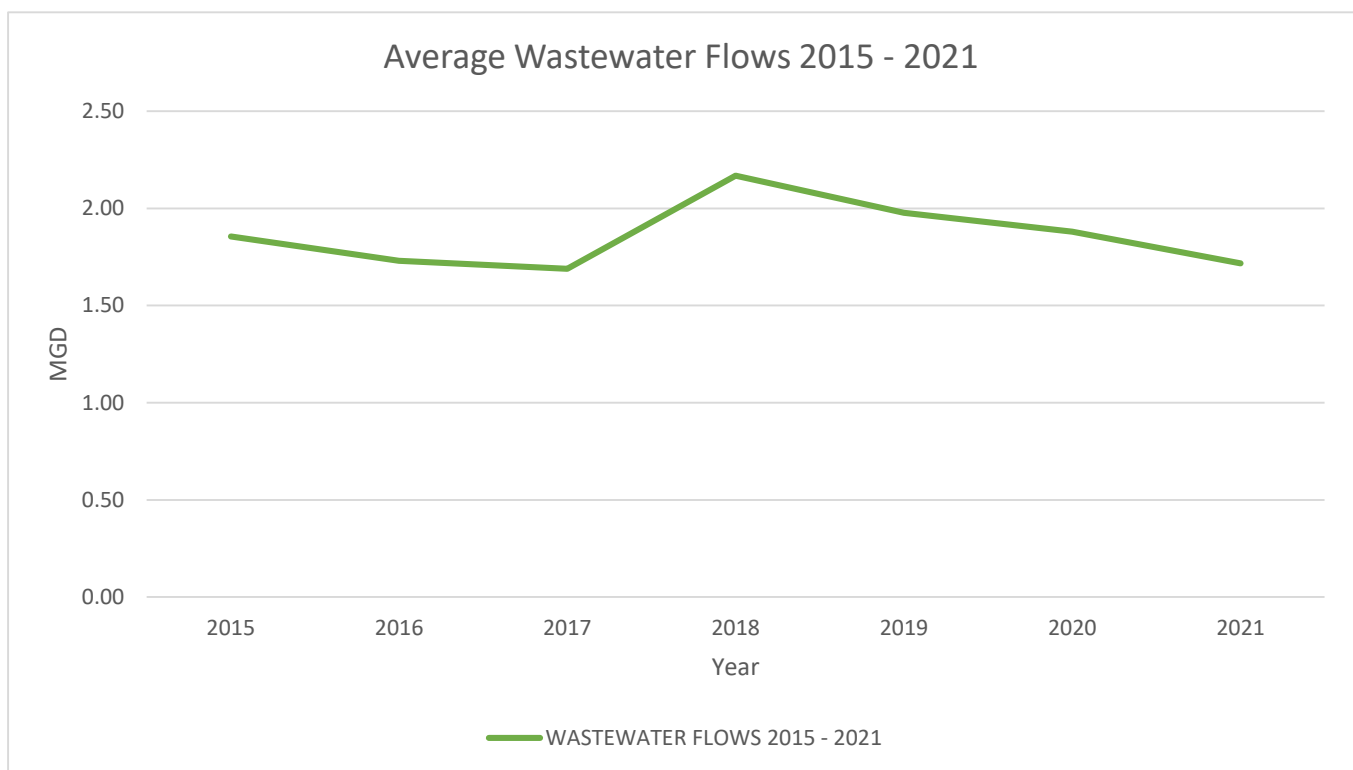


## 4. Existing Wastewater Treatment Capacity

The Warrenton Wastewater Treatment Plant (WWTP) is permitted for treatment and discharge of 2.5 million gallons per day (MGD), average daily flow. Wastewater flows have averaged approximately 1.86 MGD over the past 7 years. The Town and WRA are currently conducting preliminary engineering for projects that will allow expansion of WWTP capacity to 3.0 MGD, average daily flow. Section 6 of this report describes how future wastewater flow projections will impact the proposed 3.0 MGD WWTP capacity.

### 4.1 Wastewater Flows

Daily wastewater flow data for the period 2015 – 2021 is shown in Figure 4.1.



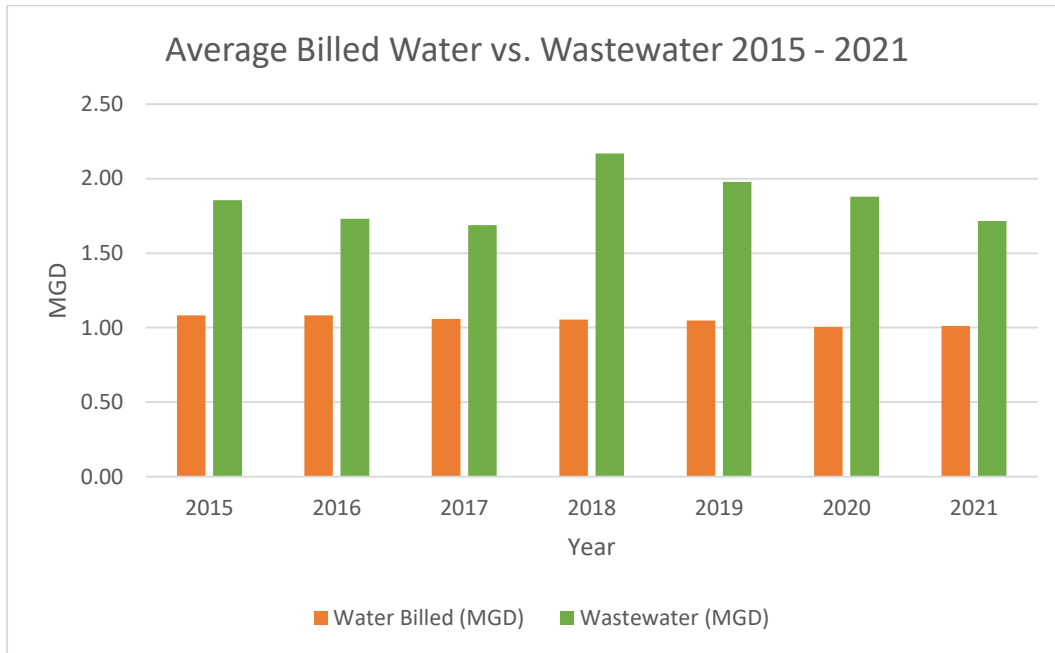
**Figure 4.1: Average Wastewater Flows 2015 – 2021**

Wastewater flows include sewage discharge from households and businesses and extraneous water that enters the collection pipeline system. Extraneous water sources include infiltration of groundwater through defected sewer pipe joints, manhole walls and other pipe defects in the collection system. Extraneous flows include Inflow of water discharged directly into the sewer system through basement and foundation drains, roof downspouts, manhole covers, cross connections with stormwater systems and other direct connections. Wastewater flows in municipal systems vary from year to year because infiltration and Inflow (I&I), varies depending on rainfall. I&I tends to be higher in years with excessive precipitation (rain and snow) such as occurred in 2018.



## 4.2 Wastewater System Extraneous Flows

WRA compared wastewater flow data and water billing data for period 2015-2021. Water billing data is the best measure of water consumed in municipalities. Figure 4.2 shows billed water versus wastewater loadings in the Town of Warrenton for the last 7 years.



**Figure 4.2: Average Billed Water vs. Wastewater 2015 – 2021**

Billed water data used in this figure was discounted to account for customer water not returned to the wastewater system such as water used in landscape and lawn irrigation. WRA assumed that 90% of water billed at an account is returned to the wastewater system. Average annual I&I for the past seven years was calculated by subtracting wastewater flows as recorded at the WWTP from billed water (discounted). The difference is the measure of extraneous water or I&I entering the wastewater collection system.

Average I&I in the Warrenton system is calculated to be 0.92 MGD over the past years or 49% of total flows treated at the WWTP. This amount of I&I in the wastewater collection system is not unusual in municipalities with older wastewater collection infrastructure. The calculated 2015-2021 I&I flow component of 49% is approximately the same percentage as the I&I component calculated in the 2015 Water & Sewer System Capacity Evaluation.



## 5. Future Water Demand

### 5.1 Projected Water Demand from New Developments

The Town of Warrenton's Community Development Department provided WRA with data for proposed residential and commercial growth in the Town. Forty-two (42) projects were identified including residential and commercial developments. WRA also included Laurel Ridge Community College as a potential new consumer of Warrenton water and wastewater services. Laurel Ridge Community College is currently not served by the Town's.

The developments include new housing (Single-family homes, apartments, townhomes, hotels, senior care facilities) and commercial facilities (offices, medical facilities, retail, entertainment, industrial and academic facilities). Projects vary considerably in size from a few single-family houses to hundreds of apartment units. Project status varied also, with some developments approved by Community Development and other projects in review. WRA projected water demand and wastewater loadings for the developments based on the type of residential or commercial unit within the development. WRA used standard water demand (gallons per day) factor for each type of unit based on water demand factors used by the Town and/or by other utilities such as Prince William Service Authority and the Town of Leesburg. Information on the proposed developments, including the number of units, the and the total water demand and wastewater loading generated by the developments is included in Appendix A. The demand factors used to calculate water demand are included in Table 5.1.

**Table 5.1: Residential Water Demands per Unit**

Residential	Water Demand per Unit (GPD)
Single-Family (units)	300
Multifamily (units)	300
Apartment (units)	300
Townhouse (units)	300
Senior Home (units)	100
Hotel (rooms)	100

It should be noted that conservative demand values were chosen for residential units.

Commercial demand factors are included in Table 5.2.

**Table 5.2: Commercial Water Demands per Square Foot**

Commercial	Water Demand per Square Foot (GPD)
General (SF)	0.2
Entertainment (SF)	0.2
Academic (SF)	0.29
Office/Employment (SF)	0.29
Medical Offices (SF)	0.29
Industrial	Water Demand per Square Foot (GPD)
General (SF)	0.02

According to the U.S. Department of Education, Laurel Ridge Community College (LRCC) had a student population of 3,474 students in the 2018 – 2019 academic year. WRA used 15 gallons per day per student as the factor for calculating LRCC demand. Demand for proposed classroom facilities not associated with LRCC is based on a GPD/SF basis.



Additionally, there are some residences in Warrenton that are currently not connected to the Town's water system and/or the sewer system. The Town plans on incorporating these residences into the utility systems in the future and WRA included these units when calculating future water demand.

Table 5.3 summarizes the total number of residential units and commercial square footage and associated water demand for the proposed developments:

**Table 5.3: Total Water Demand per Land Use Type**

Land Use Type		Total Units	Total Water Demand (gal/day)
<b>Residential</b>	Single-Family (units)	1,479	469,500
	Multi-Family (units)	120	36,000
	Apartments (units)	1,420	426,000
	Townhouse (units)	296	88,800
	Senior Home (units)	60	6,000
	Hotel (rooms)	360	36,000
<b>Commercial</b>	General (SF)	200,711	40,142
	Entertainment (SF)	245,000	49,000
	Academic (SF)	220,000	63,800
	Office/Employment (SF)	40,000	11,600
	Medical Offices (SF)	50,000	14,500
<b>Industrial</b>	General (SF)	759,500	15,190
<b>Community College</b>	Students (unit)	3,474	52,110
<b>TOTAL</b>			<b>1.31 MGD</b>

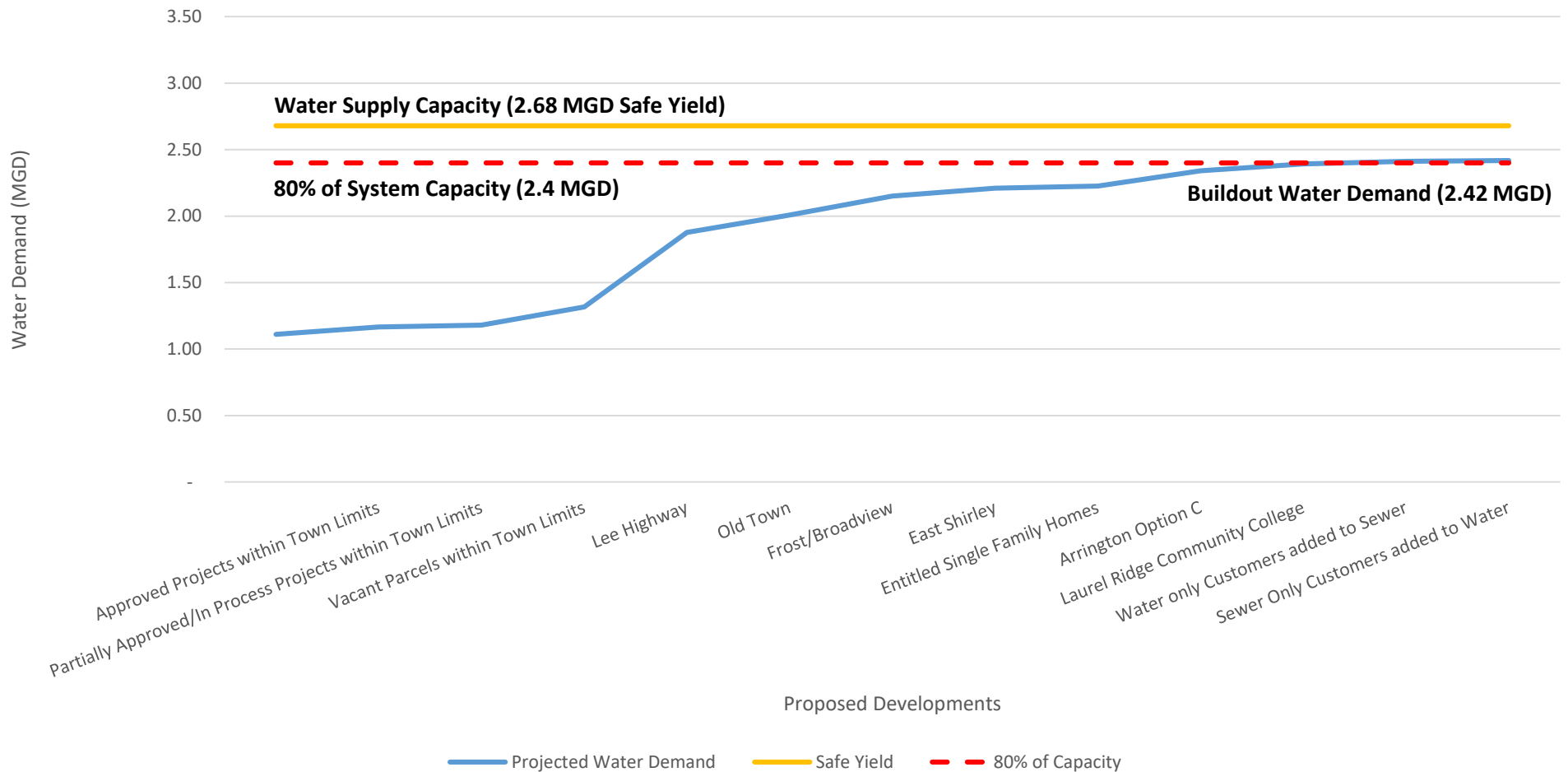
## 5.2 Future Water Demand and Water Supply Capacity

Total water demand for the target year 2040 was calculated to be 2.42 MGD, assuming all proposed developments are eventually constructed. This demand projection value includes the average water demand in 2021 (1.11 MGD) plus the total buildout demand (1.31 MGD).

Figure 5.1 displays cumulative water demand by addition of the demand created by the named developments. The order or chronology of the projects is not definitive; however, cumulative water demand will not change.



### Water Demand by Proposed Developments



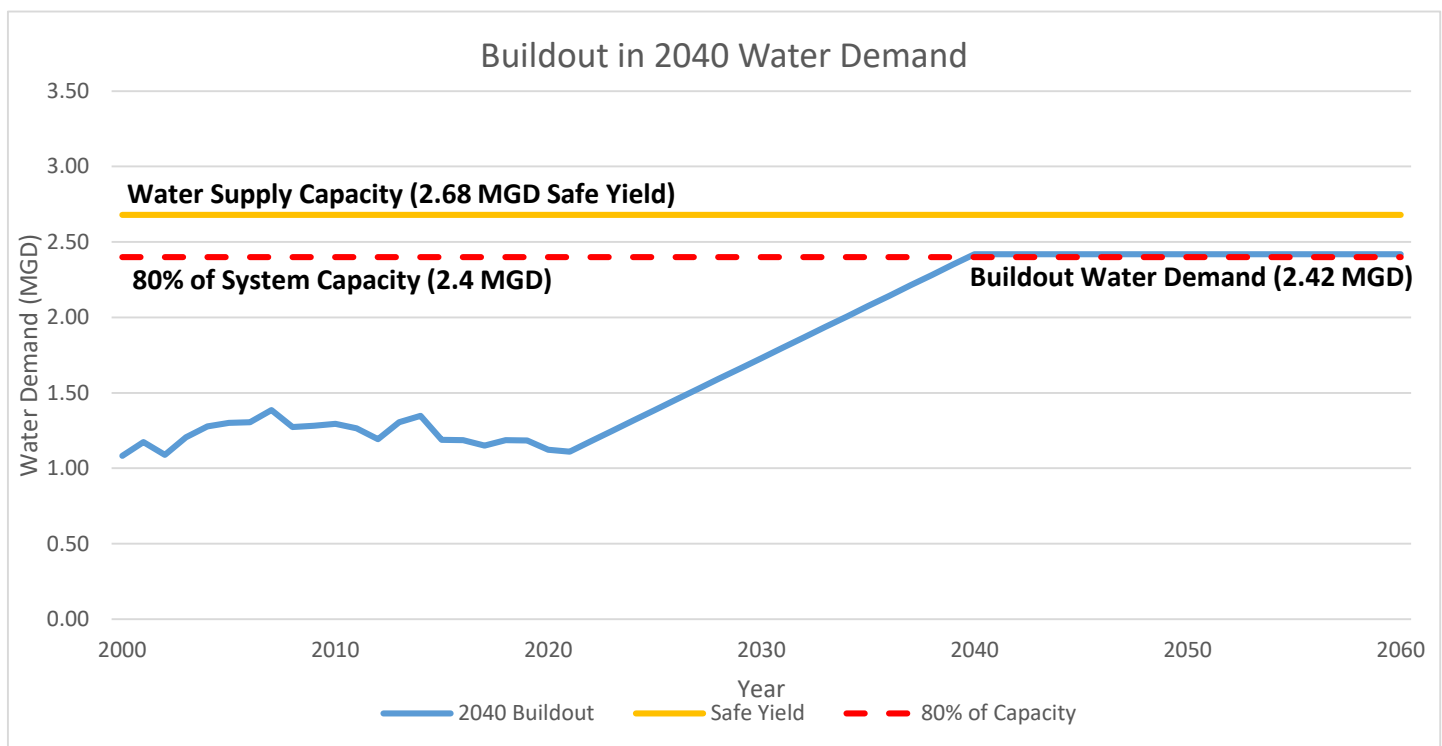
**Figure 5.1: Water Demand by Proposed Developments**



Buildout (all developments constructed) water demand is 2.42 MGD compared to water supply capacity of 2.68. Estimated demand is 91% of water supply capacity. Virginia Waterworks Regulation 12 VAC 5-590-520 requires municipalities to submit a written plan for developing adequate or additional water supply to the Virginia Department of Health, Office of Drinking Water, when water production exceeds 80% of the permitted design capacity for 3 consecutive months.

It should be noted that the estimated buildout water demand by development is conservative. Although the time frame for the progression of development construction through buildout is unknown, time-step analyses of water demand was also conducted.

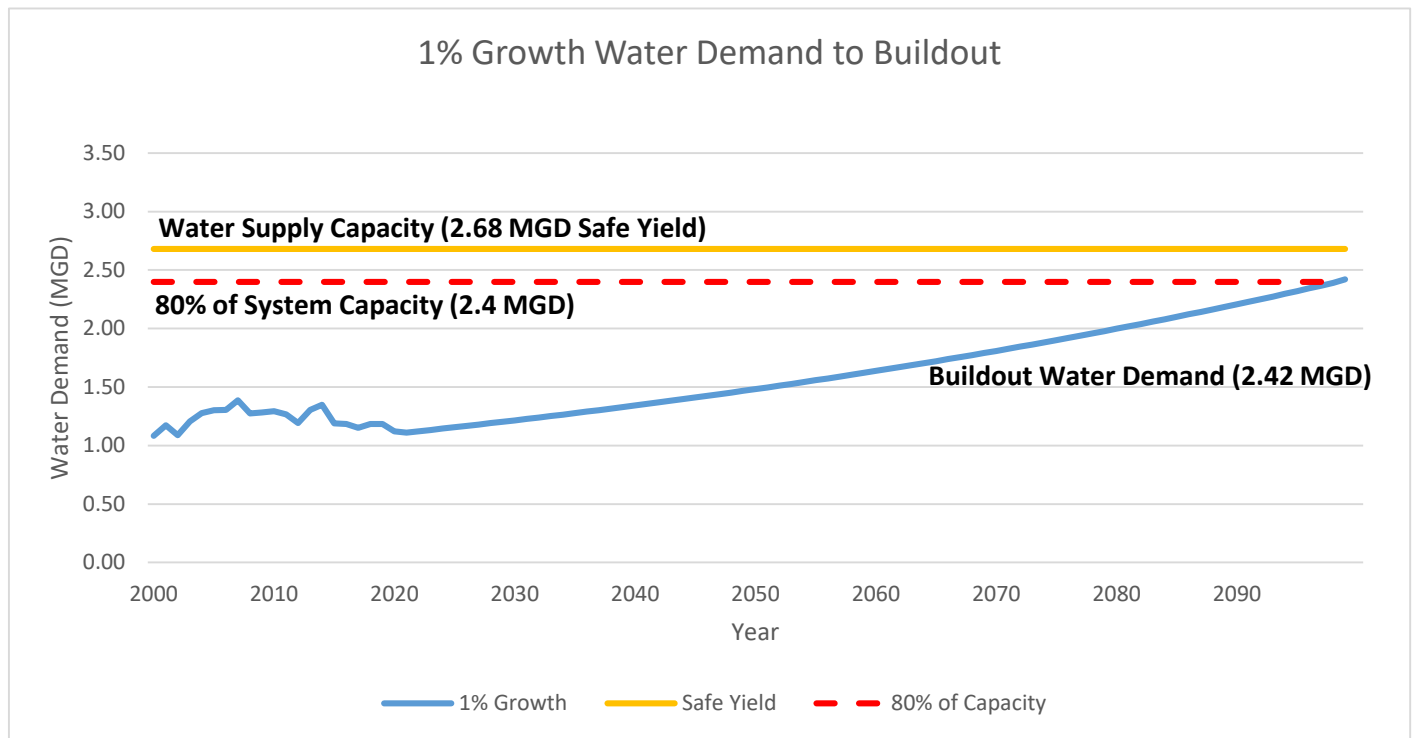
An initial time step progression is shown in Figure 5.2. This linear growth time-step progression assumes that all development is completed by 2040, the target year for the current Warrenton Comprehensive Plan. The annual water demand growth rate is 7% for the linear growth model.



**Figure 5.2: Buildout in 2040 Water Demand**

Additional water demand growth models were analyzed by WRA. According to the U.S. Census Bureau, population growth in the Town of Warrenton and Fauquier County from 2010 to 2020 averaged 1% annually. Figure 5.3 depicts water demand assuming a 1% annual growth in water demand, similar to the most recent population growth pattern for The Town. For this growth model, 80% of system capacity is reached in 2099.

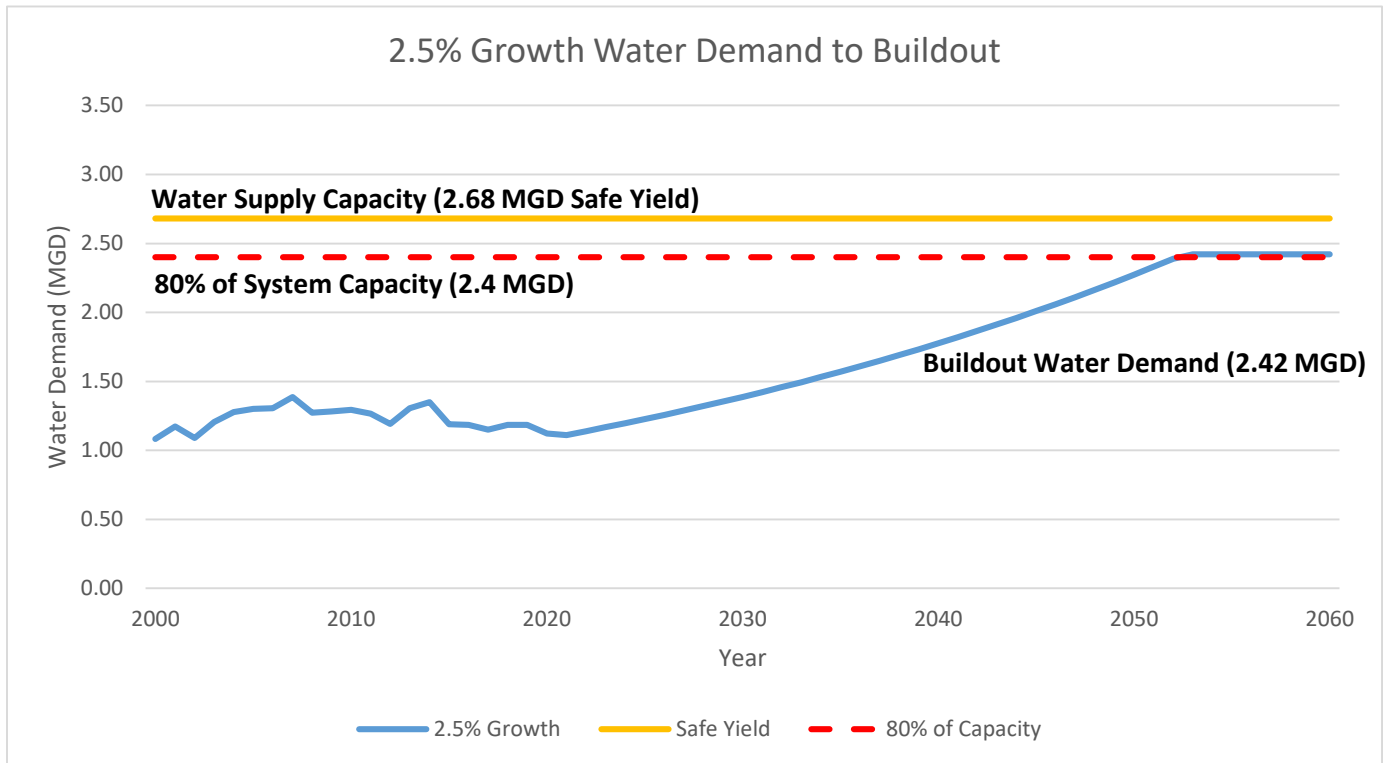




**Figure 5.3: 1% Growth Water Demand to Buildout**

Figure 5.4 shows a 2.5% annual increase in water demand. This model is more consistent with a more robust population and economic growth that could occur in Warrenton. In this case, 80% of capacity is reached in 2053.





**Figure 5.4: 2.5% Growth Water Demand to Buildout**



## 6. Future Wastewater Loading

### 6.1 Wastewater Loading Projections

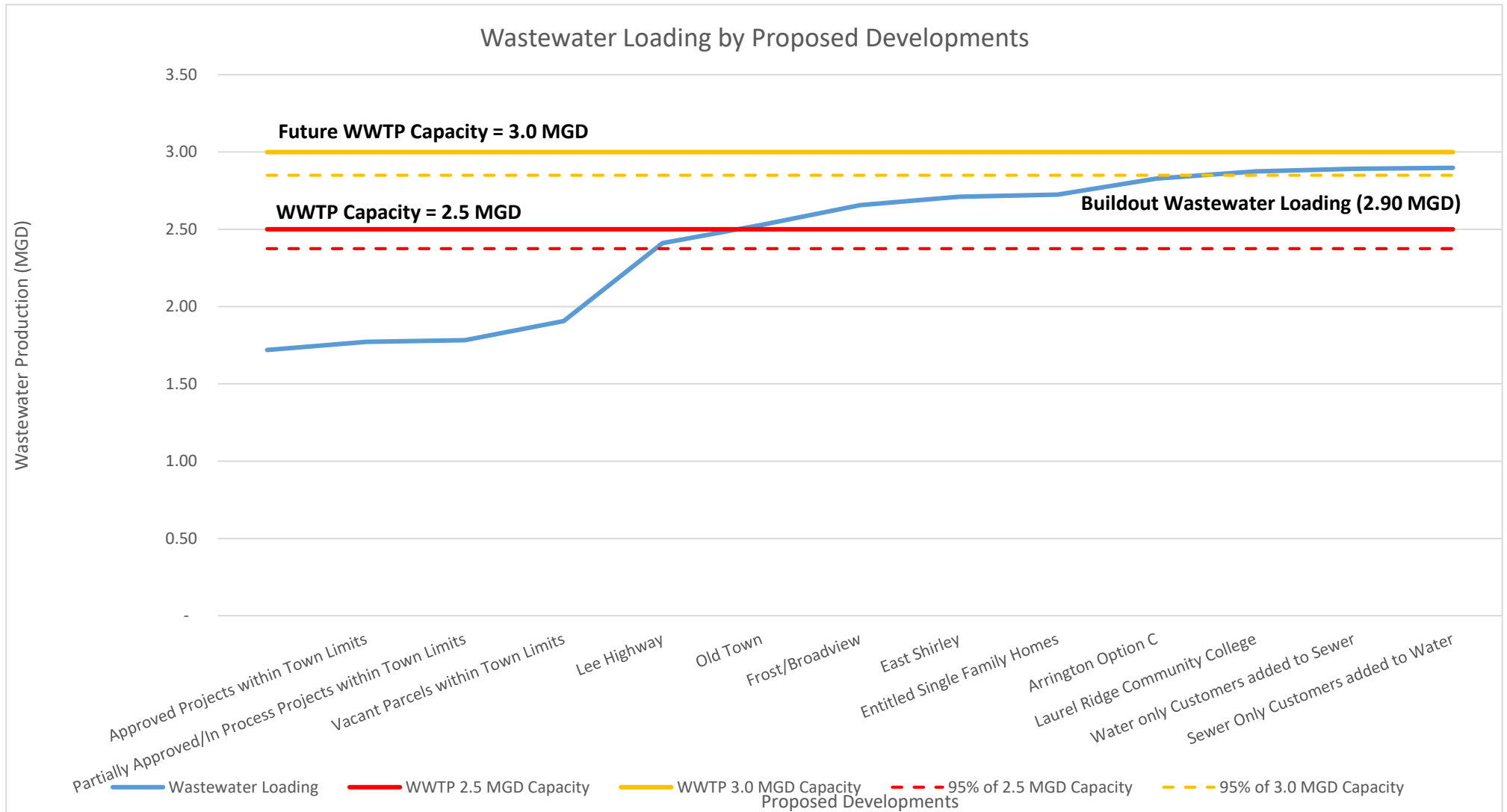
Future wastewater loadings are calculated based on an assumed 90% return of water consumed to the wastewater collection system. Water demand projections are described in Section 5 and included in Appendix A. Appendix A includes a compilation of expected wastewater loadings, based on water demand. The estimated total wastewater loading from all the developments described in Appendix A is 1.18 MGD (average daily flow basis).

Future total wastewater loading for Warrenton is estimated by adding the average wastewater flow in 2021 to the estimated buildout flow. The average daily wastewater flow in 2021 was 1.72 MGD and the additional flow from buildout is 1.18 MGD. Total future estimated wastewater loading is 2.90 MGD. It should be noted that the 2021 wastewater loading includes a significant extraneous water (I&I) component. I&I from the new developments is considered negligible in this analysis, although the base I&I in the beginning year of 2021 remains and is a component of overall wastewater loading.

### 6.2 Future Wastewater Loading and Capacity

Figure 6.1 depicts cumulative wastewater loading by addition of the demand created by the named developments. The order or chronology of the projects is not definitive; however, cumulative water demand will not change. As shown graphically, the capacity of the existing WWTP (2.5 MGD) is exceeded before all the proposed developments are completed. The Town is currently planning on increasing the capacity of the WWTP to 3.0 MGD within approximately 10 years. Under this wastewater loading model, The Town's wastewater treatment plant would accommodate development currently planned.



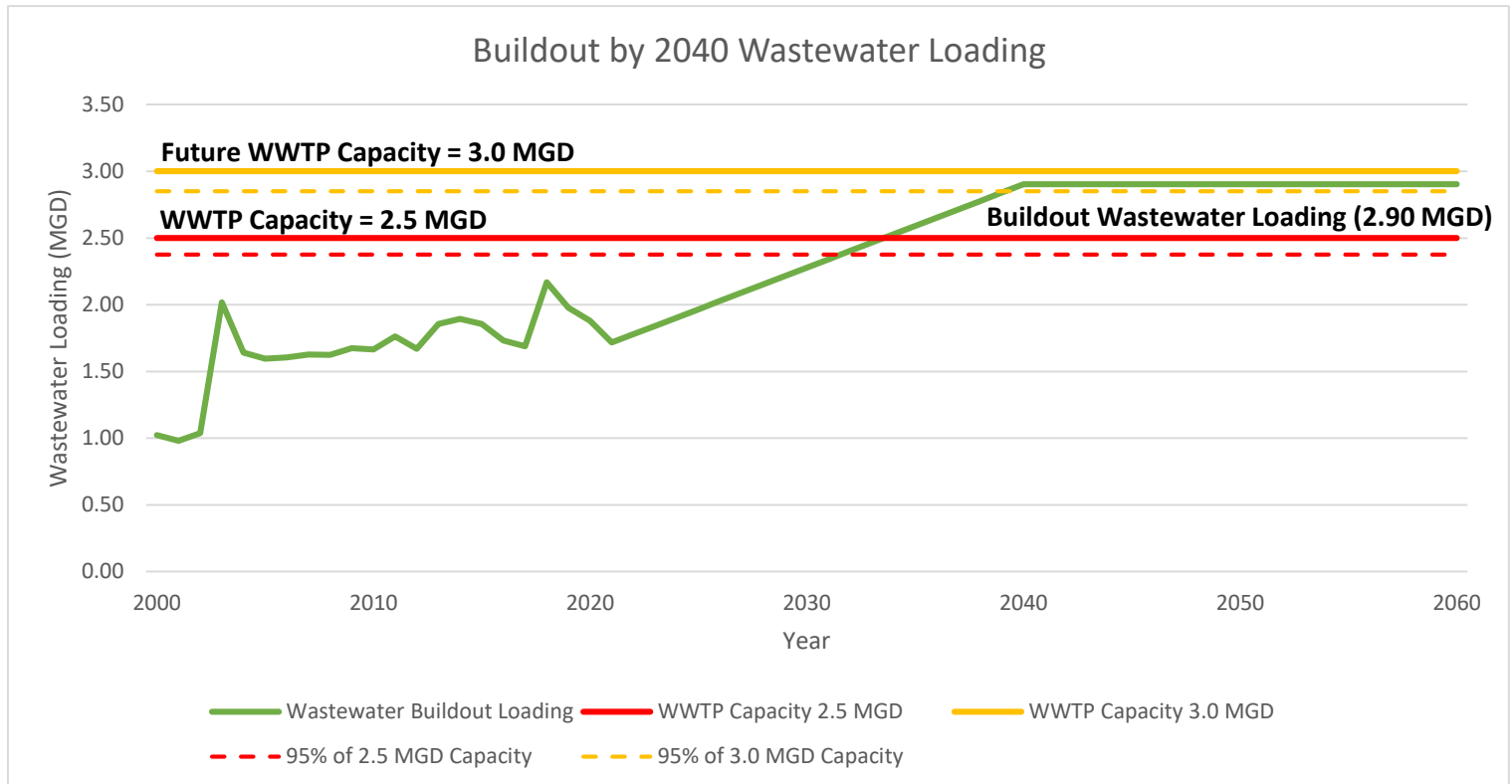


**Figure 6.1: Wastewater Loading by Proposed Developments**



Although the upsized WWTP will accommodate loadings from the proposed developments, additional WWTP capacity enhancements may be necessary as loadings approach 2.90 MGD. The Virginia Department of Environmental Quality (DEQ) recognizes flow loadings approaching 95% of the design capacity (or 2.85 MGD) as a trigger point for planning WWTP capacity management strategies and improvements.

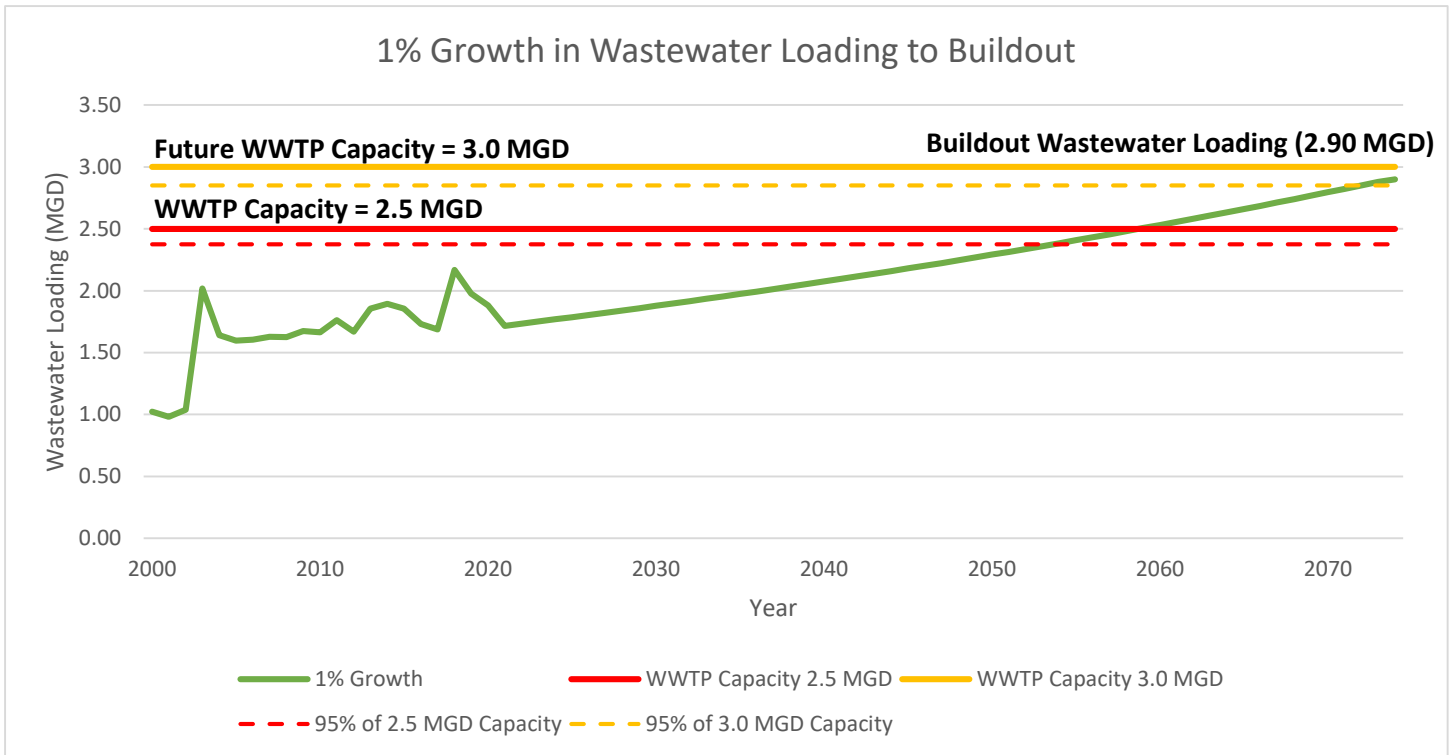
An initial time step progression is shown in Figure 6.2. This linear growth time-step progression assumes that all development is completed by 2040, the target year for the current Warrenton Comprehensive Plan. The annual wastewater loading demand growth rate is the same as for water demand, 7%. With buildout by 2040, the current 2.5 MGD WWTP capacity is exceeded by 2034. With the proposed increased WWTP capacity, 95% of treatment capacity is reached in 2039.



**Figure 6.2: Buildout by 2040 Wastewater Loading**

Similar to the water demand projection graphs, 6.3 depicts wastewater loadings at a 1% annual growth rate.

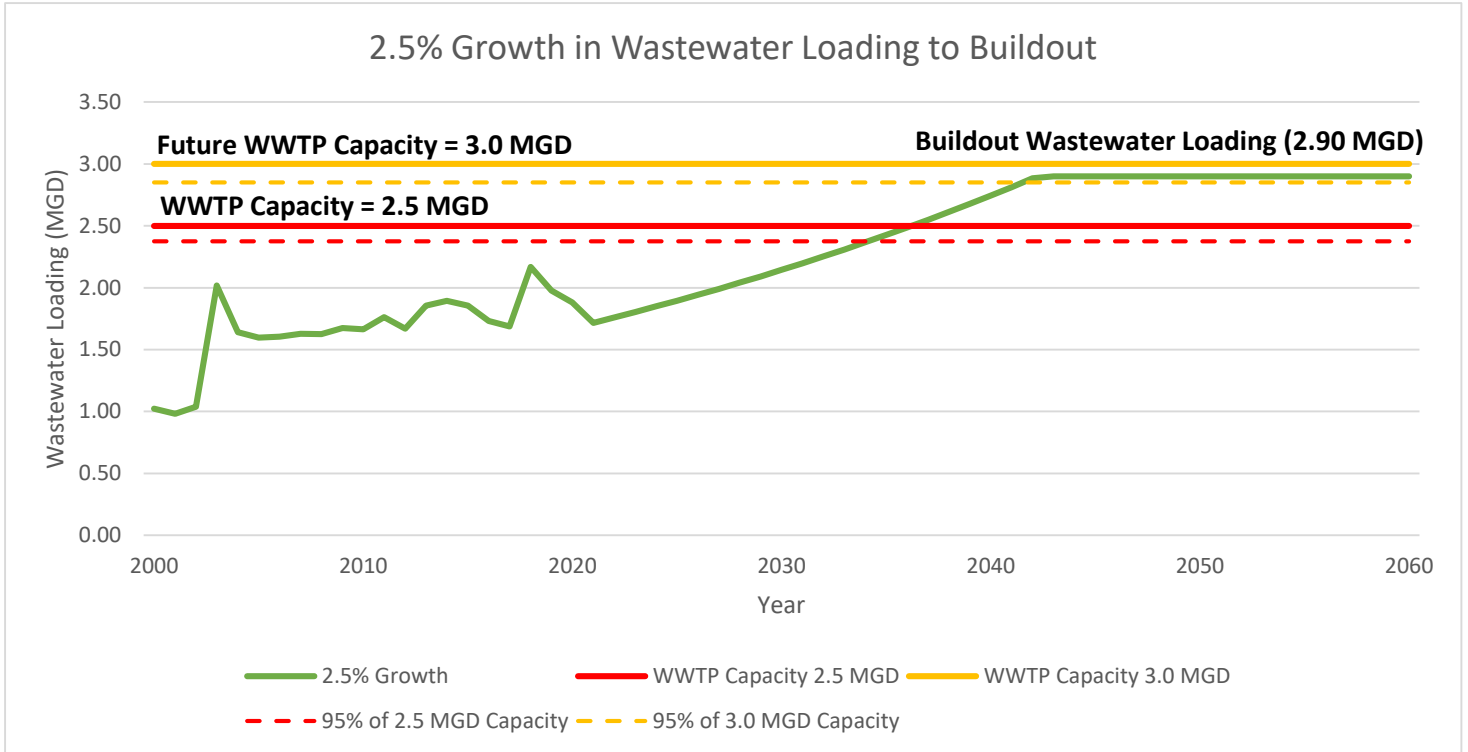




In this case, wastewater loading would not reach the 3 MGD 95% threshold until 2071.

Figure 6.4 depicts a more robust 2.5% annual rate in wastewater loadings.





**Figure 6.4: 2.5% Growth in Wastewater Loading to Buildout**

In this scenario, wastewater loadings would not reach the 3 MGD 95% threshold until 2043.



## 7. Turkey Run and Taylor Run Wastewater Pumping Station Capacities

The Town of Warrenton owns and operates 11 wastewater lift stations (pump stations) that help convey wastewater generated in the outer reaches of the wastewater service area into the central part of the wastewater collection system for conveyance by gravity into the wastewater treatment plant. WRA analyzed the impact of additional wastewater loading into the Turkey Run Pump Station (PS #9) and the Taylor Run Pump Station (PS #6).

In the future wastewater, flows from Laurel Ridge Community College will flow into the Turkey Run PS. Flows from the Turkey Run PS are then discharged to the Taylor Run PS. Taylor Run will also receive flows from the new Arrington development.

Laurel Ridge Community College is estimated to produce approximately 0.05 MGD of wastewater. Assuming a peak flow value of 4, the wastewater volume would increase to 0.2 MGD, or 139 gallons per minute (GPM). The proposed Arrington development is estimated to produce approximately 0.1 MGD of wastewater. A peak volume for this flow is 0.4 MGD, or 278 GPM.

WRA's analysis of the Turkey Run PS indicates that additional flows from Laurel Ridge Community College can be discharged into the Turkey Run PS using the existing pumps, wetwell and pump station appurtenances.

The Taylor Run PS will receive flows coming from the Turkey Run Pump Station and has a capacity of 600 GPM. Current wastewater flows into the Taylor Run PS are estimated to be 704 GPM. A pumping rate of 704 GPM is within the range of the new pumps installed in 2011. Adding peak flows from Laurel Ridge Community College and the proposed Arrington development would increase flows to the Taylor Run PS by 417 GPM (approximately 1121 GPM). This increase in flow would require larger horsepower motors and a different impeller if the same pumps are used. Taylor Run PS also currently experiences a large number of pump starts each day. This condition indicates that the wetwell may be too small for existing flows, even though the pumps are able to manage these flows.

The Turkey Run PS appears to be able to receive the future flows from Laurel Ridge Community College while the Taylor Run PS would probably need substantial modifications or replacement to serve the Arrington Development and the Turkey Run flows.

WRA recommends that a more detailed analysis be conducted for both stations before additional flows are discharged into them.



## **Appendix 1**

# **Water & Wastewater Projection Allocation Summary**



Totalized Units Based on Project Development		IN-TOWN								OUT OF TOWN				TOTALS
Land Use Type		Approved Projects within Town Limits	Partially Approved/In Process Projects within Town Limits	Vacant Parcels within Town Limits	Lee Highway	Old Town	Frost/Broadview	East Shirley	Entitled Single Family Homes	Arrington Option C	Laurel Ridge Community College	Water only Customers added to Sewer	Sewer only Customers added to Water	
Residential	Single-Family (units)	190	36	331	-	206	235	117	50	314	-	63	23	1,479
	Multi-Family (units)	-	-	-	-	-	120	-	-	-	-	-	-	120
	Apartment (units)	-	-	-	1,336	84	-	-	-	-	-	-	-	1,420
	Townhouse (units)	-	-	34	108	7	-	84	-	63	-	-	-	296
	Senior Home (units)	-	-	-	-	-	60	-	-	-	-	-	-	60
	Hotel (rooms)	-	-	-	115	115	115	-	-	15	-	-	-	360
Commercial	General (SF)	-	12,550	60,161	98,000	10,000	20,000	-	-	-	-	-	-	200,711
	Entertainment (SF)	-	-	-	100,000	145,000	-	-	-	-	-	-	-	245,000
	Academic (SF)	-	-	-	220,000	-	-	-	-	-	-	-	-	220,000
	Office/Employment (SF)	-	-	-	40,000	-	-	-	-	-	-	-	-	40,000
	Medical Offices (SF)	-	-	-	-	-	50,000	-	-	-	-	-	-	50,000
Industrial	General (sq ft)	-	-	759,500	-	-	-	-	-	-	-	-	-	759,500
Community College	Campus (units)	-	-	-	-	-	-	-	-	-	3,474	-	-	3,474



Additional Water Demand Based on Projected Development

		IN-TOWN								OUT OF TOWN				TOTAL (gal/day)	
Land Use Type		Approved Projects within Town Limits	Partially Approved/In Process Projects within Town Limits	Vacant Parcels within Town Limits	Lee Highway	Old Town	Frost/Broadview	East Shirley	Entitled Single Family Homes	Arrington Option C	Laurel Ridge Community College	Water only Customers added to Sewer	Sewer Only Customers added to Water		
Residential	Single-Family (units)	57,000	10,800	99,300	-	61,800	70,500	35,100	15,000	94,200	-	18,900	6,900	469,500	
	Multi-Family (units)	-	-	-	-	-	36,000	-	-	-	-	-	-	36,000	
	Apartment (units)	-	-	-	400,800	25,200	-	-	-	-	-	-	-	426,000	
	Townhouse (units)	-	-	10,200	32,400	2,100	-	25,200	-	18,900	-	-	-	88,800	
	Senior Home (units)	-	-	-	-	-	6,000	-	-	-	-	-	-	6,000	
	Hotel (rooms)	-	-	-	11,500	11,500	11,500	-	-	1,500	-	-	-	36,000	
Commercial	General (SF)	-	2,510	12,032	19,600	2,000	4,000	-	-	-	-	-	-	40,142	
	Entertainment (SF)	-	-	-	20,000	29,000	-	-	-	-	-	-	-	49,000	
	Academic (SF)	-	-	-	63,800	-	-	-	-	-	-	-	-	63,800	
	Office/Employment (SF)	-	-	-	11,600	-	-	-	-	-	-	-	-	11,600	
	Medical Offices (SF)	-	-	-	-	-	14,500	-	-	-	-	-	-	14,500	
Industrial	General (sq ft)	-	-	15,190	-	-	-	-	-	-	-	-	-	15,190	
Community College	Students (units)	-	-	-	-	-	-	-	-	-	52,110	-	-	52,110	
	Sub-Total Water (MGD)	0.06	0.01	0.14	0.56	0.13	0.14	0.06	0.02	0.11	0.05	0.02	0.01	1.31	Average Water Demand (MGD)
	Sub-Total Wastewater (MGD)	0.05	0.01	0.12	0.50	0.12	0.13	0.05	0.01	0.10	0.05	0.02	0.01	1.18	WRA Calculated Wastewater Demand (MGD)



Total Water and Wastewater Demand Including Projected and Existing		IN-TOWN								OUT OF TOWN					
		Approved Projects within Town Limits	Partially Approved/In Process Projects within Town Limits	Vacant Parcels within Town Limits	Lee Highway	Old Town	Frost/Broadview	East Shirley	Entitled Single Family Homes	Arrington Option C	Laurel Ridge Community College	Water only Customers added to Sewer	Sewer Only Customers added to Water		
Existing 2021 + New Project Water Demand (MGD)	1.11	1.17	1.18	1.32	1.88	2.01	2.15	2.21	2.23	2.34	2.39	2.41	2.42	2.42	Totalized Projected Water Demand (MGD)
Existing 2021 + New Project Wastewater Demand (MGD)	1.72	1.77	1.78	1.91	2.41	2.53	2.66	2.71	2.72	2.83	2.87	2.89	2.90	2.90	Totalized Projected Wastewater Demand (MGD)







## ORDINANCE 2024-17

December 10<sup>th</sup>, 2024  
Town Council  
Public Hearing  
Ordinance 2024-17

**AN ORDINANCE TO APPROVE A VOLUNTARY SETTLEMENT AGREEMENT FOR THE  
BOUNDARY ADJUSTMENT INTO THE TOWN OF WARRENTON OF APPROXIMATELY 243.87295  
ACRES OF LAND BELONGING TO ALWINGTON FARM, LLC, ALWINGTON ESTATES, LLC, HD  
DEVELOPMENT OF MARYLAND, INC., PADMAJA AND SRINIVAS DASARI, THE FAUQUIER COUNTY  
SCHOOL BOARD, AND VABFT, LLC, AND CERTAIN ROAD RIGHT-OF-WAY, AS RECOMMENDED BY THE  
VIRGINIA COMMISSION ON LOCAL GOVERNMENT**

**WHEREAS**, the Town of Warrenton, Virginia, (the “Town”), and the County of Fauquier, Virginia, (“the County”) filed a Notice with the Virginia Commission on Local Government of their intention to effect a Boundary Line Adjustment (“BLA”) by and between the Town and the County to incorporate into the Town approximately 243.87295 acres of land presently subject only to County jurisdiction (the Adjusted Property”) belonging to Alwington Farm, LLC, Alwington Estates, LLC, HD Development of Maryland, Inc., Padmaja and Srinivas Dasari, the Fauquier County School Board, and VABFT, LLC, together with such road right-of-way as may lie within the proposed BLA area; and

**WHEREAS**, the Town and the County have mutually agreed upon terms and conditions for a boundary adjustment in a Voluntary Settlement Agreement (the “VSA”) pursuant to Va. Code Ann. §15.2-3400, as an alternative to a fully contested litigation to adjust jurisdictional boundaries, and submitted that VSA to the Virginia Commission on Local Government (the Commission) for review and recommendation; and

**WHEREAS**, the Commission has reviewed the VSA and has recommended its approval of the said BLA and Agreement in its report dated November 2024, all according to law, a copy of which is incorporated herein by reference as Exhibit A; and

**WHEREAS**, the Town desires to approve and present the VSA to the Circuit Court for further action thereon;

**NOW THEREFORE, BE IT HEREBY ORDAINED** by the Town Council of the Town of Warrenton, Virginia, as follows:

1. The aforesaid Whereas clauses are incorporated herein by reference.
2. The Town Council hereby consents to the adjustment of the Adjusted Property into the Town’s corporate limits consistently with the VSA.
3. The Town Council hereby agrees to the terms and conditions as set forth in the VSA, a copy of which is separately attached hereto and incorporated herein by reference as Exhibit A, and authorizes the execution thereof by the Mayor or his designee.



4. The Town Council hereby directs the Mayor, Town Manager, and Town Attorney, together with the Fauquier County Attorney, to forward the VSA, and any necessary exhibits thereto, to the Circuit Court of Fauquier County, and by a proper petition to that Court request it to have the Supreme Court of Virginia appoint a Special Court pursuant to the provisions of Va. Code Ann. § 15.2-3400(5), to hear and decide this matter in accordance with law.
5. The Mayor, Town Manager, and Town Attorney, shall take such other and further steps as may be needed to effectuate the purposes of this Ordinance and the incorporation of the Adjusted Land into the Town's boundaries.

**Votes:****Ayes:****Nays:****Absent from Meeting:****For Information:**

Town Attorney

**ATTEST:** \_\_\_\_\_**Town Recorder**



**BENEFIT ANALYSIS**  
**FAUQUIER COUNTY/TOWN OF WARRENTON BLA**

	ARRINGTON DEVELOPMENT		
	COUNTY	TOWN	BLA COMMUNITY BENEFIT
<b>Infrastructure</b>			
Sanitary Sewer System	Private Onsite System	Connect to Existing Town System	Environmental Betterment - Reduces Any Potential Impacts to Turkey Run and the Occoquan Watershed
Taylor Pump Station	Not Required	Construct new pump station and force main improvements	\$ 5.4 Million
Sanitary Sewer Availability Fees			
Residential	None	\$2,916,000	\$ 2,916,000 Plus \$ 300,000 to \$ 500,000 to Town W/S Budget
Commercial	None	\$ 300,000 to \$ 500,000 - Use Based	
Alwington Boulevard	Maintain & Extend as 2-lane	Upgrade 2-lane Portion to 4-lanes and extend 4-lanes northward	\$ 2 Million Betterment - Reduce Traffic Congestion Associated with Relocation of Taylor Parent Drop-Off to Access From Alwington Blvd
<b>Proffers</b>			
<b>School</b>			
Brumfield Elementary	Construct Access Improvements	Construct Access Improvements	Separate Parent Drop Off from Bus Loop
Capital Contribution	\$ 723,612 to County	\$ 846,993 to County	\$ 123,381 Increase Funding
Parks & Recreation	\$ 174,605 to County	\$ 204,376 to Town	\$ 204,376 Direct Benefit to Town Recreational Programs
<b>Emergency Services</b>			
Fire & Rescue Training Facility	\$ 19,068 to County	\$ 22,319 to County	\$ 306,376 Increase in Funding to Support County Emergency Services
New Fire & Rescue Station	\$ 667,674 to County	\$ 781,517 to County	
Public Safety Building	\$ 211,896 to County	\$ 248,026 to County	
TOTAL	\$ 1,796,855 to County	\$ 2,103,232 to County	
<b>Housing Units</b>			
<b>Market-Rate</b>			
Single Family Detached	217	161	Net Increase of Only 37 Units with Diversification of Housing Options to Meet Changing Community Demographics
Townhomes	0	93	
Total	217	254	
Affordable Housing	NONE	16	16 Units of Affordable Housing
Commercial Development	NONE	Restaurant, Hotel, + 25 Acres Zoned Commercial (C)	Significantly Increase Town Revenue - In 2023, \$9M+ of Total Local Revenue (70%+) Derived From Businesses. Additional Real Estate Tax Base for County at Minimal Costs.



December 10<sup>th</sup>, 2024  
 Town Council  
 Public Hearing  
 Ordinance 2024-17

**AN ORDINANCE TO APPROVE A VOLUNTARY SETTLEMENT AGREEMENT FOR THE BOUNDARY ADJUSTMENT INTO THE TOWN OF WARRENTON OF APPROXIMATELY 243.87295 ACRES OF LAND BELONGING TO ALWINGTON FARM, LLC, ALWINGTON ESTATES, LLC, HD DEVELOPMENT OF MARYLAND, INC., PADMAJA AND SRINIVAS DASARI, THE FAUQUIER COUNTY SCHOOL BOARD, AND VABFT, LLC, AND CERTAIN ROAD RIGHT-OF-WAY, AS RECOMMENDED BY THE VIRGINIA COMMISSION ON LOCAL GOVERNMENT**

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**WHEREAS**, the Commission has reviewed the VSA and has recommended its approval of the said BLA and Agreement in its report dated November 2024, all according to law, a copy of which is incorporated herein by reference as Exhibit A; and

**WHEREAS**, the Town desires to approve and present the VSA to the Circuit Court for further action thereon;

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3. The Town Council hereby agrees to the terms and conditions as set forth in the VSA, a copy of which is separately attached hereto and incorporated herein by reference as Exhibit A, and authorizes the execution thereof by the Mayor or his designee.
4. The Town Council hereby directs the Mayor, Town Manager, and Town Attorney, together with the Fauquier County Attorney, to forward the VSA, and any necessary exhibits thereto, to the Circuit Court of Fauquier County, and by a



proper petition to that Court request it to have the Supreme Court of Virginia appoint a Special Court pursuant to the provisions of Va. Code Ann. § 15.2-3400(5), to hear and decide this matter in accordance with law.

5. The Mayor, Town Manager, and Town Attorney, shall take such other and further steps as may be needed to effectuate the purposes of this Ordinance and the incorporation of the Adjusted Land into the Town's boundaries.

**Votes:**

**Ayes:**

**Ms. Heather Sutphin; Mr. William Semple; Mr. Brett Hamby; Mr. James Hartman, Vice Mayor; Mr. Paul Mooney; Mr. David McGuire**

**Nays:**

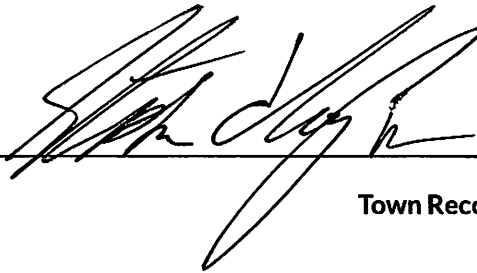
**Mr. Eric Gagnon**

**Absent from Meeting:**

**For Information:**

**Town Attorney**

**ATTEST:**



**Town Recorder**





Office of the Town Manager  
Frank Cassidy

## Warrenton Town Council

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2 Vice Mayor  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item A.

# STAFF REPORT

<b>Council Meeting Date:</b>	February 25 <sup>th</sup> , 2025
<b>Agenda Title:</b>	A work session to discuss the Arrington Voluntary Settlement Agreement with Fauquier County and to decide on the necessity of an ordinance to be considered for public hearing at the March 11 <sup>th</sup> , 2025, Regular Town Council Meeting
<b>Requested Action:</b>	Discuss the VSA and Determine the Necessity of the Ordinance for inclusion at the March Town Council Meeting
<b>Department / Agency Lead:</b>	Town Council
<b>Staff Lead:</b>	Frank Cassidy

## EXECUTIVE SUMMARY

At the February 11<sup>th</sup>, 2025, Regular Town Council Meeting work session, a special meeting was called to discuss the Arrington Voluntary Settlement agreement and to determine if it would be necessary by the Currently seated council to consider an Ordinance that would appeal the Ordinance passed at the December meeting in support of the annexation.

## RECENT BACKGROUND

At the January 14<sup>th</sup>, 2025, Regular Town Council Meeting the Town Council received a presentation by VanMetre on the Arrington development.

At the December 10<sup>th</sup>, 2025, Regular Town Council meeting, The Town Council voted to adopt an Ordinance in support of the Voluntary Settlement agreement with Fauquier County. That has been filed with the Courts and a three judge Panel has been appointed to consider the Agreement on April 24<sup>th</sup>, 2025.

The Commission on Local Government met with Town Staff, Fauquier County Staff, and the Developer at a Joint meeting on Monday, September 16<sup>th</sup>, 2024. The Commission toured the site and the Town. The Developer presented its proposal for the use of the site and the Commission held a public hearing on that same day.

The Council received updates on this VSA at its April 9<sup>th</sup> and May 14<sup>th</sup>, 2024, Regular Town Council meetings. At the May meeting, the Council adopted a resolution authorizing the Town Manager and Town Attorney to initiate the process of Voluntary Settlement Agreement. Prior to that meeting, the Council approved a preliminary draft of the VSA at its March 12<sup>th</sup>, 2024, regular meeting.

At its April 11<sup>th</sup>, 2024, meeting, the Fauquier County Board of Supervisors likewise approved moving forward on the VSA.



## PRIOR HISTORY

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Prior to the VSA now under consideration, the Town and County had taken preliminary steps regarding development of the Arrington property, as detailed below:

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.

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 2015 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

---

Staff recommends that the Council Discuss the Voluntary Settlement Agreement and determine the necessity of the Ordinance for inclusion at the March Town Council Meeting.

Policy Direction/Warrenton Plan 2040

---

**H-1:** Ensure equitable, attainable housing opportunities across residents of all ages, incomes, and abilities by catering to the needs of a diverse community, including young families, professionals early in their careers, essential workforce, and those entering retirement.

**H-2:** Character Districts will accommodate a balance of available housing typologies that are compatible to existing neighborhoods in scale, character, and transition.

**H-3:** Preserve existing neighborhoods and promote infill that supports the character and heritage of Warrenton.

**H-4:** Create regional partnerships to address and enhance attainable housing supply.

Financial Impact

---

The developer has offered proffers towards the Town’s infrastructure.

Legal Impact

---

The Voluntary settlement agreement is a multi-jurisdictional request for annexation. This item is being considered by the Town Council, Fauquier County Board of Supervisors, The Commission of Local Governments and a Three Judge panel.

ATTACHMENTS

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- 1. Previous Staff reports and agenda items.
- 2. VSA
- 3. Commission on Local Government Report
- 4. Ordinance 2024-17



# ARRINGTON

## Community Plan



utilized County Planning Commission and Board of Supervisor processes to guide Arrington residential and commercial zoning and locate water, sewer and transportation stubs to periphery of proposed town BLA areas 3 and 4

Item A.

These processes circumvented town Planning Commission and Town Council

These infrastructure stubs can lead to potential town expansion through CIA

## Overview



200.1 acres, Zoned Planned Residential Development with CDH overlay

Item A.

- 217 single-family active adult residential lots
- Developed utilizing Traditional Neighborhood Design (TND) principles
- PRD lots served with public water, provided by the Town of Warrenton and will have a private sewage community collection and treatment system
- Approximately 117 acres (56%) of open space, to include a mix of preserved natural open space and developed passive recreation areas

- **Started as a County project in the service district**
  - **Served by Town water and on-site sewer treatment plant**
  - **Emphasis on preservation of natural open spaces**
  - **Minimal impact on Town infrastructure**



## Emphasis on protection of southern gateway ridgeline.

Item A.

- Southern half of the property zoned Rural Agriculture (RA)
- Planned to be subdivided into nine lots ranging in size from 1.97 acres to 3.57 acres
- One residue lot of 194.91 acres
- RA residue lot will be subject to Perpetual Conservation Easement and Non-Common Open Space Easement requirements.
- Southern Gateway ridgeline protected

**Warrenton Southern Gateway protected**



# 2015 Town Water connections

Item A.





- Restoration of the pre-2015 Warrenton Service District boundary Item A.
- Not being requested to support any additional density with Arrington (per applicant)
- Allows redesign of the wastewater treatment facility / larger dispersal field
- Coordination meeting was held with Applicant / Town / County Staff prior to this meeting
- Planning Commission postpones action for sixty days

**What is discussed at coordination meeting?**

**Who initiated meeting?**

**Did this meeting encourage subsequent rezoning?**



- Applicant / Town Manager / Comm Dev staff meet Dec 9, 2021 / Jan 14, 2022

Item A.

- January meeting, Planning Commission voted to recommend COMA approval

- Applicant states "will continue to work with Town to ensure all parties' concerns are met"

- February meeting, BOS voted to approve COMA and filing of out of turn rezoning\*

\*normally Jun1 & Dec 1

**What is extent of "all parties' concern?**

**Is applicant now actively working with  
Town?**



# Arrington COMA-21-016092

Item A.





Two significant changes from what was approved in 2015 with REZN-15-003477.

Item A.

1 - remove the requirement that all of the units be age restricted.

2 - three development scenarios

Base Development, Alternative A and Alternative B.

- Base Development scenario, 217 lots generally consistent with the 2015 approval.

- Alternative A has 315 lots\*

- Alternative B has 377 lots\*

\*A and B are subject to the property being incorporated into the Town of Warrenton and town being willing and able to provide water and sewer services (also includes stubs)

**Arrington REZN-22-017978**

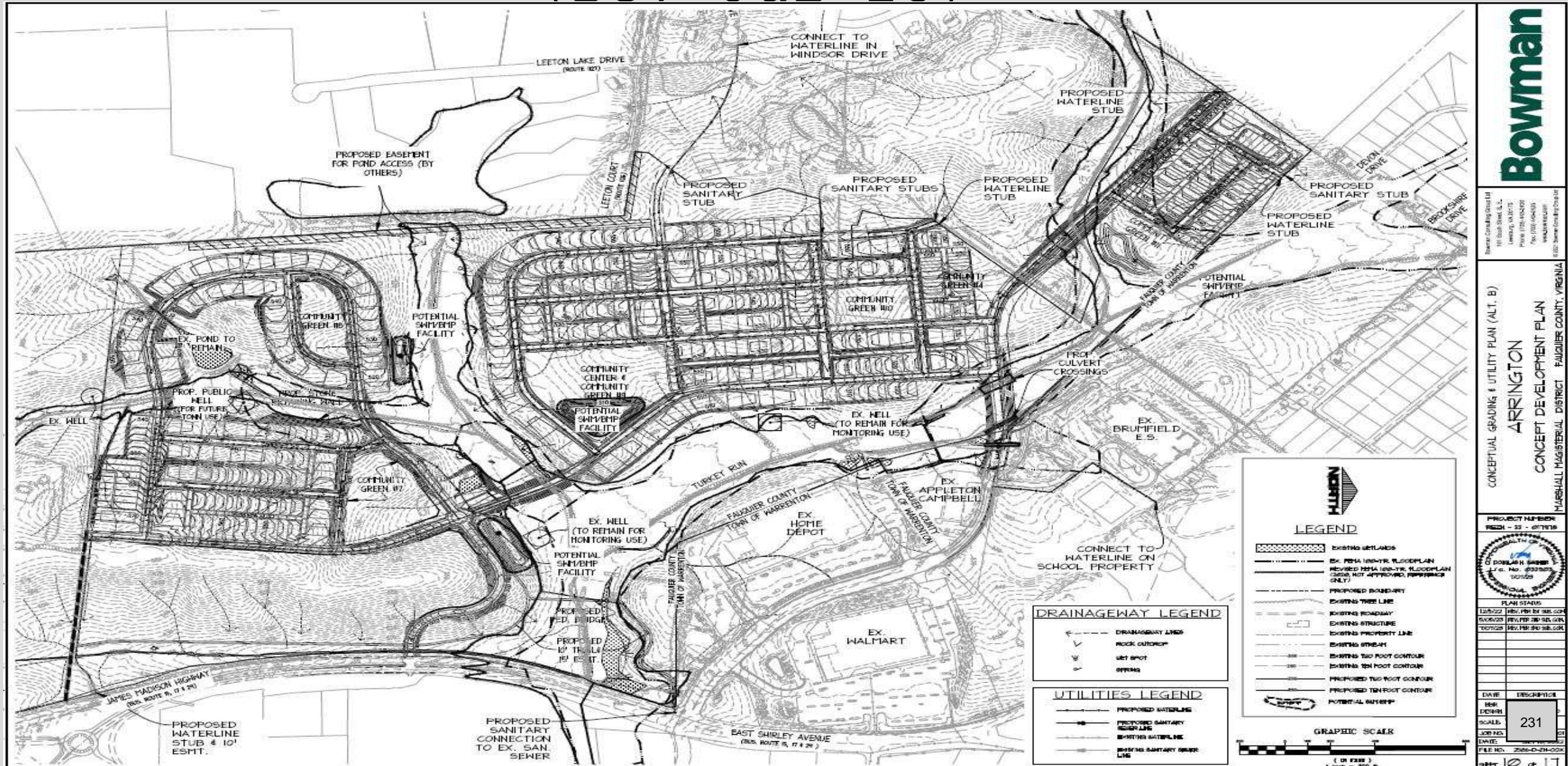
**Fauquier County Planning Commission**

**Recommends Denial**



# August 2023 FC/PC Utilities Plan B (rev Jul 23)

Item A.



**Bowman**

Shawn Conley, Principal  
101 South Street, S.E.  
Lawrenceville, GA 30043  
PHONE: (770) 962-2000  
FAX: (770) 962-2001  
WWW.BOWMANINC.COM

CONCEPTUAL GRADING & UTILITY PLAN (ALT. B)  
**AYRINGTON**  
CONCEPT DEVELOPMENT PLAN  
MARSHALL HALL DISTRICT, FAULKNER COUNTY, VIRGINIA

PROJECT NUMBER  
FCHN - 22 - 077578



PLAN STATUS  
12/18/2022 REVISION 100% FOR PERMITS  
03/08/2023 REVISION 100% FOR PERMITS  
07/03/2023 REVISION 100% FOR PERMITS

DATE	DESCRIPTION
12/18/2022	REVISION 100% FOR PERMITS
03/08/2023	REVISION 100% FOR PERMITS
07/03/2023	REVISION 100% FOR PERMITS

231

10 of 17



1 - remove the requirement that all of the units be age restricted.

Item A.

2 - three development scenarios

Base Development, Alternative A and Alternative B.

- Base Development scenario, 217 lots generally consistent with the 2015 approval.

- Alternative A has 315 lots *(now includes 25 acres zoned to the Town's Commercial district)\**

- Alternative B has 377 lots *(now includes 25 acres zoned to the Town's Commercial district)\**

\*A and B are subject to the property being incorporated into the Town of Warrenton and town being willing and able to provide water and sewer services (includes infrastructure stubs)

**Arrington REZN-22-017978**

**Fauquier County Board of Supervisors**

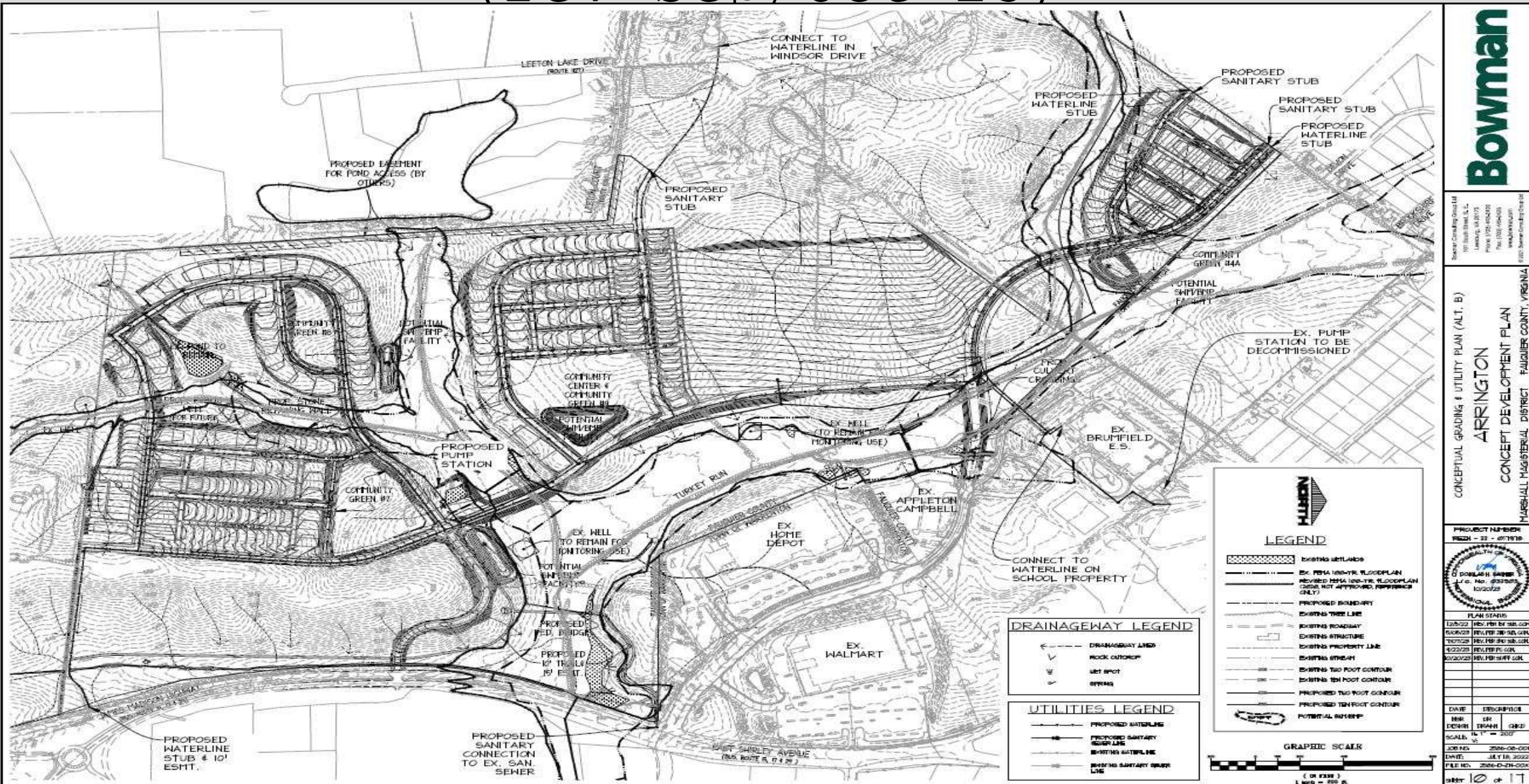
**Approved**



# November 2023 FC/BOS Utilities Plan B

## (rev Sep/Oct 23)


Item A.





# So What Changed??

Why was CDP revised to include commercial and transportation realignment

PROJECT NUMBER REZN - 22 - 017978	
<div></div>	
PLAN STATUS	
12/5/22	REV. PER 1ST SUB. COM.
5/05/23	REV. PER 2ND SUB. COM.
7/07/23	REV. PER 3RD SUB. COM.
9/22/23	REV. PER PC COM.
10/20/23	REV. PER STAFF COM.



Comm Dev staff	
Jan 2022	Applicants met with Warrenton Town Manager/
Comm Dev staff	
Jan 2022	FC/PC recommends approval of COMA-21-016092
Feb 2022	FC/BOS Approves COMA-21-016092
Aug 2023	FC/PC recommends <b>Denial</b> of REZN-22-017978
Sep 2023	<b>Hamby, McGuire, McDaniel, K Carter Meeting /</b>
<b>CDP Revised</b>	
Oct 2023	CDP revised again (final revision for BOS
November meeting)	
Nov 2023	FC/BOS <b>Approves</b> REZN-22-017978
Dec 2023	VSA Process Commences
Dec 2024	VSA Approved, <b>Town adopts PRD Zoned development no</b>
<b>PC/TC review</b>	

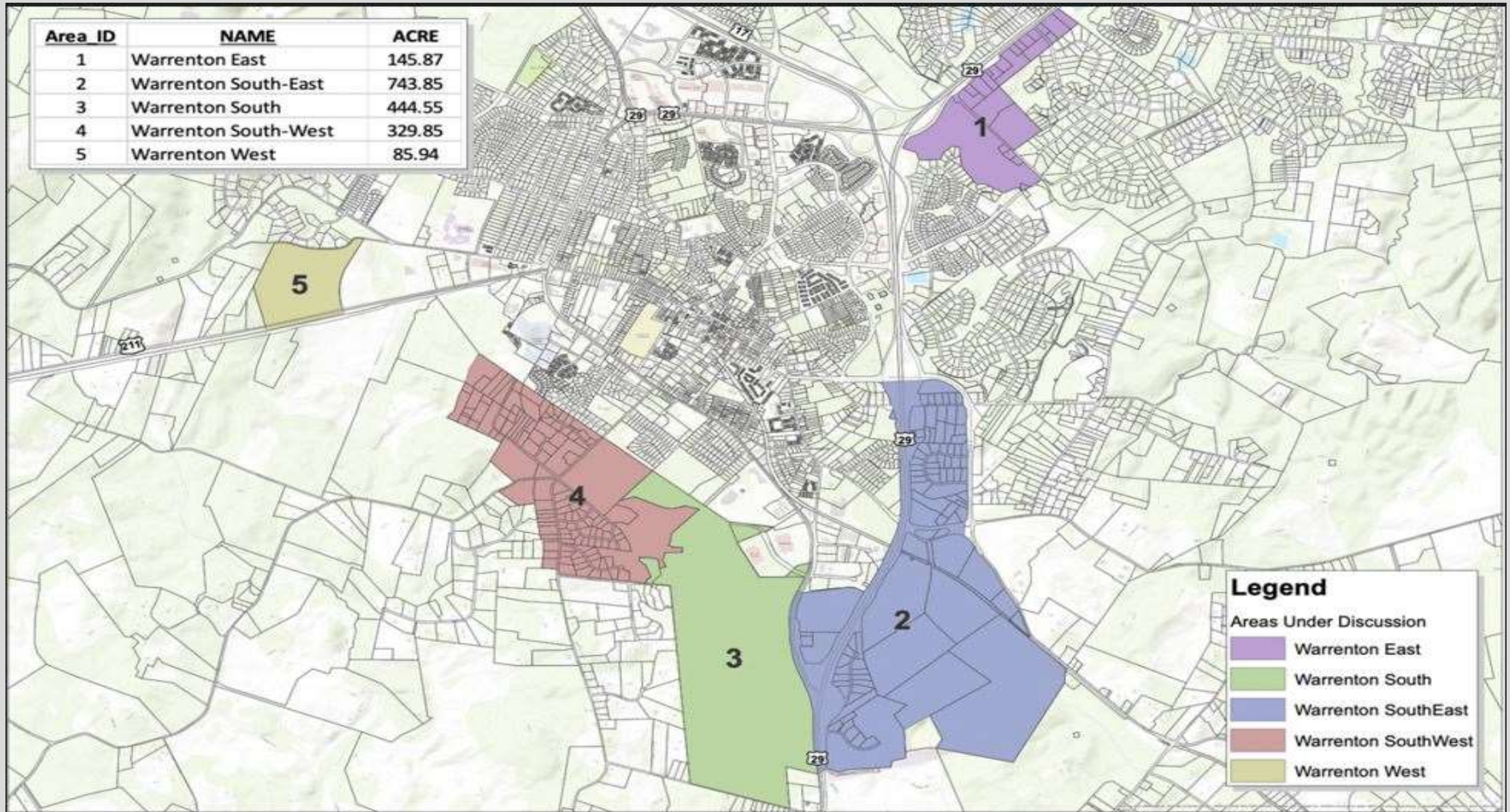
# Arrington Timeline

## 2021 - 2023



# Warrenton proposed Boundary Line Adjustment (1,519 acres Zone 2,3,4)

Item A.





## Emphasis on VDOT / Fauquier County Scoping meeting Site Location and Study Area

Item A.

The proposed development is in Fauquier County, Virginia and located at the western side of James Madison Highway (U.S. Route 17/29/15), south of Alwington Boulevard and north of Lovers Lane in Fauquier County, Virginia

Per the scoping meeting with VDOT and Fauquier County, conditions at six (6) existing intersections were assessed for future impact

(same TIA is included in Staff Report for Aug / Nov 2023 FC PC & BOS meetings, no changes made for commercial zoning)

# Arrington TIA



## Emphasis on unknown commercial development impact

The Applicants' Transportation Impact Analysis (TIA) has not been updated to include an evaluation of the potential commercial development in the unplanned land bay shown in Alternative A and Alternative B.

It is unknown how many trips the commercial development will add. Therefore, it is possible, should either Alternative A or Alternative B be developed, that there will be unknown transportation impacts which do not have mitigation measures proposed

**Arrington**  
**TIA**



# Intersections studied and Direction of Approach

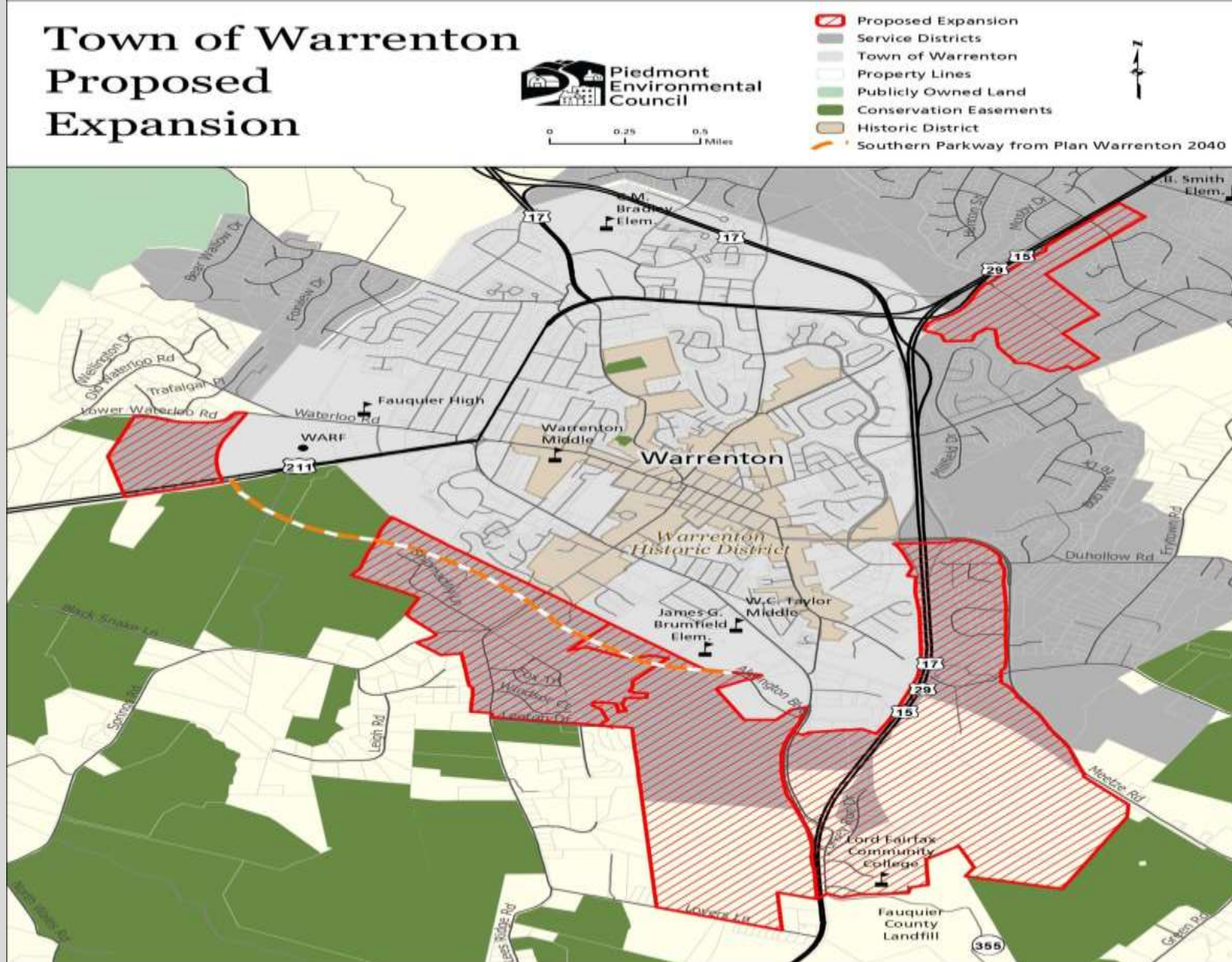




# Southern Bypass

Referenced in Comp Plan 2040 as a proposed project Main Arterial, (photo used with permission)

Item A.





- Since 2021 Arrington project has been counseled by town staff and Plan Warrenton 2040
- 2022 Rezoning increased water, sewer and transportation stubs to periphery of town boundary with SD
- Water, sewer and road stubs align with town boundary expansion Areas 2 & 4 and Southern Bypass
- 2022 RZN created approved commercial site not studied by TIA
- Arrington approval by BOS (coupled with VSA) bypassed town public hearing process
- Arrington approval (coupled with VSA) obligated town to adopt / administer PDR zoning

Item A.

# Conclusion