



TOWN COUNCIL REGULAR WORK SESSION

Monday, January 8, 2024 @ 7:00pm

Town Hall Conference Room

View meeting online LIVE at <https://www.frontroyalva.com/673/Town-Hall-Live>

7:00pm 1. Roll Call

2. Solid Waste Cost of Service Study from MSW Consultants — *Joe Waltz*

8:00pm 3. Consent Agenda Items for January 22nd

A. Sanitary Sewer Project - Contract Administration & Resident Project Representation — *BJ Wilson*

8:10pm 4. Old Business

A. Liaison Committee Meeting Items Review — *Mayor Cockrell*

B. Out-of-Town Utility Connection Application from the Catholic Diocese of Arlington and Warren County Board of Supervisors Continued Discussion — *Joe Waltz*

8:30pm 5. New Business

A. Code of Conduct Review — *Mayor Cockrell*

8:45pm 6. CLOSED MEETING

7. Adjourn



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: January 8, 2024

Item# 02

Agenda Item: Solid Waste Cost of Service Study from Mid-Atlantic Solid Waste (MSW) Consultants

Summary: The last solid waste collection charge rate increase implemented by the Town was July 1, 2016. Many contributing factors related to solid waste collection have changed since 2016 and staff felt it would be in the best interest of the Town to have a professional third-party consultant perform a solid waste cost of service analysis.

On July 24, 2023, Council awarded a contract to Mid-Atlantic Solid Waste (M.S.W.) Consultants to perform a solid waste cost of service fee/rate study for the Town. MSW Consultants has been working with staff to compile information for the study, will be reviewing their findings with Council, and will be seeking feedback from Council on steps moving forward.

Budget/Funding: Future Solid Waste Revenues

Staff Recommendation: Staff recommends for Council to discuss any questions or concerns related to the Cost-of-Service Study and provide staff with feedback on steps moving forward; particularly potential implementation of rate increase that may affect the FY25 Proposed Budget.

Solid Waste Utility Cost of Service Rate Study

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PRESENTATION TO TOWN COUNCIL

FRONT ROYAL, VA

JANUARY 8, 2024



Introduction

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- Independent Consultants Specializing in the **Municipal Waste Management Sector**
- Wide Knowledge of **National Waste Management Best Practices**
- Industry-Leading **Solid Waste Operational Evaluation & Performance Modeling**
- Specialization in **Solid Waste Utility Cost-of-Service & Rate Analysis**
- Project Manager with **Broad Exposure to Municipal Programs**



Tasks Completed to Date

3

- Information Request & Data Review
- Kick-off Meeting
- Contract Review
- Benchmarking
- Market Research
- Baseline Cost of Service Analysis
- Rate Design
- Privatization Discussion

Collection Services

4



Residential Collection



Large Item Collection



Commercial Collection

Main Street

5



Containment #1
Serviced 3x/Week (at least)



Containment #2 and #3
(2 dumpsters in each)

Drop-off Services

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Yard Waste Drop-off



Recycle Ramp – White Goods

Test Year Revenue Sufficiency

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Cost Center	Annual Revenue Need	Current Revenue	Surplus (Deficit)
Collection	\$1,241,646	\$1,022,723	(\$218,923)
Residential Services	\$1,079,549	\$942,987	(\$136,562)
Main Street Refuse	\$86,502	\$15,884	(\$70,618)
Commercial Refuse	\$75,595	\$63,852	(\$11,743)
Facilities	\$164,437	\$7,593	(\$156,844)
Drop-Off Site	\$164,437	\$7,593	(\$156,844)
Total	\$1,406,084	\$1,030,316	(\$375,767)

Residential Collection Represents 77% of the System Full Cost

System Deficit 27%

Rate Path Options - Residential

One Year Increase

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Monthly Rates

Residential Service	Current	2024
1x/wk Refuse 96-Gal, Recycling Bin, and Yard Waste	\$14.10	\$18.45
1x/wk Refuse 32-Gal, Recycling Bin, and Yard Waste	\$12.00	\$15.80
Entry onto Private Property Collection [Additional Cost]	\$5.00	\$23.50

Percent Change

Residential Service	Current	2024
1x/wk Refuse 96-Gal, Recycling Bin, and Yard Waste	N/A	30.9%
1x/wk Refuse 32-Gal, Recycling Bin, and Yard Waste	N/A	31.7%
Entry onto Private Property Collection [Additional Cost]	N/A	370.0%

**Recommend annual CPI adjustments after initial increase.*

Rate Path Options - Residential

Three-Year Phase-In

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Monthly Rates

Residential Service	Current	2024	2025	2026
1x/wk Refuse 96-Gal, Recycling Bin, and Yard Waste	\$14.10	\$15.44	\$16.91	\$18.51
1x/wk Refuse 32-Gal, Recycling Bin, and Yard Waste	\$12.00	\$13.14	\$14.39	\$15.76
Entry onto Private Property Collection [Additional Cost]	\$5.00	\$23.50	\$23.50	\$23.50

Percent Change

Residential Service	Current	2024	2025	2026
1x/wk Refuse 96-Gal, Recycling Bin, and Yard Waste	N/A	9.5%	9.5%	9.5%
1x/wk Refuse 32-Gal, Recycling Bin, and Yard Waste	N/A	9.5%	9.5%	9.5%
Entry onto Private Property Collection [Additional Cost]	N/A	370.0%	0.0%	0.0%

**Recommend annual CPI adjustments after initial increase phase-in.*

Rate Path – Commercial Dumpsters

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Recommend bringing to Full Cost in One Increase

Commercial Service	Current Rate	Recommended Rate	% Increase
Disposal Tip Fee (per Month per Account)	\$58.00	*	
8 CY 1x/wk (per Month)	\$215.00	\$255.00	18.6%
8 CY 2x/wk (per Month)	\$300.00	\$510.00	70%

*Disposal cost is incorporated into monthly rates

Recommend annual CPI adjustments after initial increase

Current Main Street Rate Structure

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- 145 accounts North Royal Ave. to High Street (“Main Street”)
 - ✦ 57 currently charged Residential rate of \$14.10
 - ✦ 20 currently charged Commercial rate of \$26
 - Variety of business types (restaurant, office, retail, etc.) and size
 - ✦ 68 currently not charged garbage

Main Street Full Cost of Service

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- Current Revenue = \$15,884
- Full Cost of Service to Main Street = \$86,502
 - If charging the recommended Residential rate of \$18.45/month to Residential accounts currently paying → \$307.90/month for each Commercial account currently paying
 - If charging all 77 paying accounts one rate = \$93.62/month
 - There are 68 accounts in the service area currently not paying

Guidance Requested

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- Is it equitable to charge some and not others?
- Is it equitable to charge residential and commercial accounts equally?
- Is it equitable to charge all commercial accounts the same rate when waste generation varies greatly?

Main Street – Ideas for Further Study

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- Survey of Main Street Businesses &/or Residents
- Audit of materials generated by various users to establish simple Main Street customer classes and rates
- Town Hall meeting to gain stakeholder thoughts
 - Alternate of private haulers collecting Main Street is a step backwards in traffic, efficiency, etc. Help them see the benefits of the Town providing the service.
- Code revisions to define non-residential waste generators and tie to “utility” billing requirements, as solid waste is a utility

Thank You

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Discussion?

John Culbertson, Principal
(407) 380-8951 office
jculbertson@mswconsultants.com



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: January 8, 2024

Item# 03A

Agenda Item: Sanitary Sewer Project - Contract Administration & Resident Project Representation

Summary: Council is requested to approve a task order for C.H.A. Consulting Inc for contract administration service in the amount of \$50,000 and resident representation services up to \$195,000 for the recently awarded \$2.7 million sanitary sewer project awarded to Snyder Environmental.

In accordance with the Virginia Public Procurement Act, C.H.A. Consulting Inc was awarded a contract with the Town of Front Royal for Environmental Engineering Services by Town Council on June 27, 2022. The Town of Front Royal procurement policy requires Council's approval to procure engineering services exceeding \$50,000.

Budget/Funding: Funds were previously budgeted for I&I Abatement projects and were set aside on Town purchase order number 30801 under the following line item:

9802-R47998	Sewer Line Maintenance – I & I Abatement	\$245,000
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Staff Recommendation: Staff recommends approving as presented under the consent agenda on January 22nd.

**ATTACHMENT F – 2023/2024
PROFESSIONAL ENGINEERING SERVICES
BETWEEN
OWNER AND ENGINEER
FOR SERVICES RELATED TO
2024 SANITARY SEWER REHABILITATION
CCA AND RPR SERVICES**

This Attachment F – 2023/2024 is made part of the Contract between the Town of Front Royal (Town), and CHA CONSULTING, INC. (CHA), dated March 20, 2020, (“the Agreement”). CHA shall perform services on the project described below as provided herein and in the Contract.

PART 1.0 – PROJECT DESCRIPTION

The Town of Front Royal signed an updated Special Order by Consent (SOC) with the Virginia Department of Environmental Quality (VDEQ) in June 2020 to reduce the frequency of bypasses and sanitary sewer overflows in its sanitary sewer collection system and wastewater treatment plant. The SOC outlines several rehabilitation studies, designs, and construction projects with completion dates in Appendix A, Schedule of Compliance that must be completed to partially satisfy the requirements of the SOC. The Town has decided to aggressively rehabilitate its system and has budgeted approximately \$10 million for the project. CHA recently designed the 2022 Sanitary Sewer Rehabilitation Project with the scope of services generally outlined in Attachment B – 2021/2022. The first contract (sanitary sewer lining) and second contract (manhole rehabilitation) are currently under construction and the third contract (sanitary sewer replacement) will begin in January 2024. CHA is providing construction contract administration (CCA) and resident project representation (RPR) services for the first two contracts under Attachment E. This Attachment F is for CCA and RPR services for the third contract (2023 Sanitary Sewer Replacements) that has a construction value in excess of \$2.7 million and a contract time of 240 days for substantial completion and 30 additional days for final payment.

PART 2.0 – SCOPE OF SERVICES TO BE PERFORMED BY CHA ON THE PROJECT

CHA shall furnish all labor, materials, and resources necessary to serve as the Engineer as defined herein in assisting the Town of Front Royal (Town) with the administration of the 2023 Sanitary Sewer Replacements. Our services are proposed for the contract times which total 270 calendar days with an anticipated Notice to Proceed for the General Contractor of mid-January 2024.

CHA shall consult with the Town and act as the Town’s representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If the Town, or the Town and the Contractor, modify the duties, responsibilities, and authority of CHA in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on CHA, then the Town shall compensate CHA for any related increases in the cost to provide Construction Phase services. CHA shall not be required to furnish or perform services contrary to CHA’s responsibilities as a licensed professional. All of the Town’s instructions to the Contractor will be issued through CHA, which shall have authority to act on behalf of the Town in dealings with the Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

CHA shall furnish the services of a Resident Project Representative at the Site to assist the Town and CHA in providing observation of the Contractor's work. Duties, responsibilities, and authority of the Resident Project Representative are as set forth herein. The furnishing of such RPR's services will not limit, extend, or modify CHA's responsibilities or authority except as expressly set forth in herein.

Task 1: Construction Contract Administration

Upon written authorization from the Town, CHA shall:

- *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
- *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with the Town and the Contractor jointly develop such protocols for transmittals between and among the Town, the Contractor, and CHA during the Construction Phase.
- *Schedules:* Receive, review, and determine the acceptability of any and all schedules that the Contractor is required to submit to CHA, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in CHA's judgment are necessary to enable the Contractor to proceed. The Town shall compensate CHA for any costs associated with establishing or re-establishing benchmarks or baselines that require the services of a licensed surveyor.
- *Visits to Site and Observation of Construction:* In connection with observations of the Contractor's Work while it is in progress:
 - Make visits to the Site at intervals appropriate to the various stages of construction, as CHA deems necessary, to observe as an experienced and qualified design professional the progress of the Contractor's executed Work. Such visits and observations by CHA, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to CHA in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CHA's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, CHA will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and CHA shall keep the Town informed of the progress of the Work.
 - The purpose of CHA's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable CHA to better carry out the duties and responsibilities assigned to and undertaken by CHA during the Construction Phase, and, in addition, by the exercise of CHA's efforts as an experienced and qualified design professional, to provide for the Town a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that the Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. CHA shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall CHA have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of

- its work. Accordingly, CHA neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- *Defective Work:* Reject Work if, on the basis of CHA's observations, CHA believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to the Town regarding whether the Contractor should correct such Work or remove and replace such Work, or whether the Town should consider accepting such Work as provided in the Construction Contract Documents.
 - *Compatibility with Design Concept:* If CHA has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform the Town of such incompatibility, and provide recommendations for addressing such Work.
 - *Clarifications and Interpretations:* Accept from the Contractor and the Town submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
 - *Non-reviewable Matters:* If a submitted matter in question concerns, CHA's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then CHA will promptly give written notice to the Town and the Contractor that CHA will not provide a decision or interpretation.
 - *Field Orders:* Subject to any limitations in the Construction Contract Documents, CHA may prepare and issue Field Orders requiring minor changes in the Work.
 - *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to the Town, as appropriate, and prepare Change Orders and Work Change Directives as required.
 - *Differing Site Conditions:* Respond to any notice from the Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for the Town's use.
 - *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples and other required the Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. CHA shall meet any the Contractor's submittal schedule that CHA has accepted.
 - *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor.
 - *Inspections and Tests:*
 - Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. CHA's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of

- the Construction Contract Documents. CHA shall be entitled to rely on the results of such inspections and tests.
- As deemed reasonably necessary, request that the Contractor uncover Work that is to be inspected, tested, or approved.
 - Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from the Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to the Town and the Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then CHA will notify the parties that CHA will not resolve the Change Proposal. (b) Provide information or data to the Town regarding engineering or technical matters pertaining to Claims.
 - *Applications for Payment:* Based on CHA's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - Determine the amounts that CHA recommends the Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute CHA's representation to the Town, based on such observations and review, that, to the best of CHA's knowledge, information and belief, the Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CHA's responsibility to observe the Work. In the case of unit price Work, CHA's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - By recommending payment, CHA shall not thereby be deemed to have represented that observations made by CHA to check the quality or quantity of the Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of the Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CHA in this Agreement. Neither CHA's review of the Contractor's Work for the purposes of recommending payments nor CHA's recommendation of any payment including final payment will impose on CHA responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the Contractor's compliance with Laws and Regulations applicable to the Contractor's furnishing and performing the Work. It will also not impose responsibility on CHA to make any examination to ascertain how or for what purposes the Contractor has used the money paid to the Contractor by the Town; to determine that title to any portion of the Work, including materials or equipment, has passed to the Town free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between the Town and the Contractor that might affect the amount that should be paid.
 - *Contractor's Completion Documents:* Receive from the Contractor, review, and transmit to the Town maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved. Receive from the

Contractor, review, and transmit to the Town the annotated record documents which are to be assembled by the Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of CHA's review of record documents shall be to check that the Contractor has submitted all pages.

- *Substantial Completion:* Promptly after notice from the Contractor that the Contractor considers the entire Work ready for its intended use, in company with the Town and the Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, the Town's objections, notice to the Contractor, and issuance of a final certificate of Substantial Completion. Assist the Town regarding any remaining engineering or technical matters affecting the Town's use or occupancy of the Work following Substantial Completion.
- *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that CHA may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, CHA shall also provide a notice to the Town and the Contractor that the work is acceptable.
- *Standards for Certain Construction-Phase Decisions:* CHA will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, CHA will not show partiality to the Town or the Contractor, and will not be liable to the Town, the Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
 - The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by CHA for final payment to the Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. CHA shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of the Contractor as set forth in the Construction Contract.

Task 2: Resident Project Representation

CHA shall furnish a Resident Project Representative (RPR) to assist CHA in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree, as directed by the Town. RPR is CHA's representative at the Site, will act as directed by and under the supervision of CHA, and will confer with CHA regarding RPR's actions.

Through RPR's observations of the Work, including field checks of materials and installed equipment, CHA shall endeavor to provide further protection for the Town against defects and deficiencies in the Work. However, CHA shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall CHA (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The CHA (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are as follows:

- *General:* RPR's dealings in matters pertaining to the Work in general shall be with CHA and the Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the Town only with the knowledge of and under the direction of CHA.
- *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by the Contractor and consult with CHA concerning acceptability of such schedules.
- *Conferences and Meetings:* Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including the Contractor's safety meetings).
- *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
- *Liaison:*
 - Serve as CHA's liaison with the Contractor. Working principally through the Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - Assist CHA in serving as the Town's liaison with the Contractor when the Contractor's operations affect the Town's on-Site operations.
 - Assist in obtaining from the Town additional details or information, when required for proper execution of the Work.
- *Clarifications and Interpretations:* Receive from the Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. Report to CHA regarding such RFIs. Report to CHA when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit CHA's clarifications, interpretations, and decisions to the Contractor.
- *Shop Drawings and Samples:*
 - Receive Samples that are furnished at the Site by the Contractor and notify CHA of availability of Samples for examination.
 - Advise CHA and the Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from the Contractor or has not been approved by the Contractor or CHA.
- *Proposed Modifications:* Consider and evaluate the Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to CHA. Transmit CHA's response (if any) to such suggestions to the Contractor.
- *Review of Work; Defective Work:*
 - Report to CHA whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - Inform CHA of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents but is nonetheless not compatible with the design concept of the completed Project as a functioning whole and provide recommendations to CHA for addressing such Work.
 - Advise CHA of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- *Records:*

- Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, CHA's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- Prepare a daily report or keep a diary or log book, recording the Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CHA.
- Upon request from the Town to CHA, photograph or video Work in progress or Site conditions.
- Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all the Contractors, Subcontractors, and major Suppliers of materials and equipment.
- Maintain records for use in preparing Project documentation.
- Upon completion of the Work, furnish original set of all RPR Project documentation to CHA.
- *Reports:*
 - Draft and recommend to CHA proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from the Contractor.
 - Furnish to CHA and the Town copies of all inspection, test, and system start-up reports.
 - Immediately inform CHA of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- *Payment Requests:* Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to CHA, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- *Completion:*
 - Participate in CHA's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - Participate in CHA's visit to the Site in the company of the Town and the Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by the Contractor.
 - Observe whether all items on the final punch list have been completed or corrected and make recommendations to CHA concerning acceptance and issuance of the Notice of Acceptability of the Work.
- *Resident Project Representative shall not:*
 - Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - Exceed limitations of CHA's authority as set forth in this Agreement.
 - Undertake any of the responsibilities of the Contractor, Subcontractors, or Suppliers, or any Constructor.

- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by the Contractor or any other Constructor.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of the Town or the Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CHA.
- Accept Shop Drawing or Sample submittals from anyone other than the Contractor.
- Authorize the Town to occupy the Project in whole or in part.

PART 3.0 – PERIODS OF SERVICE

CHA will provide these services in accordance with Construction Contract between the General Contractor for the 2023 Sanitary Sewer Replacements and the Town. CHA will provide these services for 9 months from the construction contract Notice to Proceed. If the construction contractor(s) fail to meet these dates for project completion, CHA may request additional compensation.

PART 4.0 – PAYMENTS TO CHA

For Task 1, CHA shall be paid \$50,000 on a lump sum basis.

For Task 2, CHA shall be paid on a time and materials basis up to \$195,000. We have budgeted for 9 months of RPR for this project.

PART 5.0 – OTHER

This Attachment F – 2023/2024 is executed this _____ day of _____, 2023.

TOWN OF FRONT ROYAL, VIRGINIA

CHA CONSULTING, INC.

By:

By:

Name: _____

Name: Douglas B. Hudgins, PE

Title: _____

Title: Vice President

Address: 102 East Main Street
Front Royal, VA 22630

Address: 1341 Research Center Drive
Suite 2100
Blacksburg, VA 24060



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: January 8, 2024

Item# 04A

Agenda Item: Liaison Committee Meeting Items Review

Summary: The following items were discussed at the last work session to be placed on the January 18th Liaison Committee Meeting Agenda. Council asked that the items be reviewed tonight to allow Council to make revisions if needed. On January 2nd, County Administrator Ed Daley, sent one item to include on the agenda and informed that he would ask the Board of Supervisors if they had any more.

- Potential Division of McKay Springs to Separate the Water Source Area from the Development Site *(Ed Daley added)*
- Transportation Committee Update
- Avtex Conservancy Update
- Continued Discussion of Delay of Mailing of Real Estate and Personal Property Tax Bills
- Briefing on the Town's Speed Cameras Installation and Enforcement
- Work Force Housing

Budget/Funding: N/A

Staff Recommendation: Council takes desired action



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: January 8, 2024

Item# 04B

Agenda Item: Out-of-town Utility Connection Application from the Catholic Diocese of Arlington and Warren County Board of Supervisors Continued Discussion

Summary: Council discussed this item at the last work session and asked for further discussion tonight on whether to approve a boundary line adjustment to bring the property into the Town corporate limits.

The Town received a request for water and sewer connection from Warren County and Catholic Diocese of Arlington for 0 Criser Road which is located outside the corporate limits. The Town Code addresses extension of water and sewer service to Warren County in Chapter 134-1 C EXTENSION POLICY BEYOND TOWN LIMITS and Chapter 134-1 D. EXTENSION MORATORIUM AREAS. Chapter 134-1C states that The Town Council will decide on a case-by-case basis whether to provide water and sewer to the proposed property(ies) as well as whether a boundary adjustment is appropriate.

Chapter 134-1D states a moratorium of utility connections and extensions in Warren County to all undeveloped properties or lots not served by Town utilities as of the date of adoption of this Code Section is established that shall require sufficient studies and modeling prior to the Town's consideration of additional connections or extensions with the exception of:

1. Route 522 Corridor
2. Blue Ridge Shadows
3. McKay Properties
4. Henselstone Subdivision
5. Guard Hill Rd parcels located within 100' of existing water main
6. Harmony Hollow Road parcels located within 100' of the existing water main

Budget/Funding: N/A

Staff Recommendation: Council takes desired action on whether to approve a boundary line adjustment and place on a regular meeting agenda for formal approval.



APPLICATION FOR OUT-OF-TOWN UTILITY CONNECTION

Town of Front Royal
Public Works
800 Crosby Rd – PO Box 1560
Front Royal VA 22630
(540) 635-7819 (O) • (540) 635-8973 (F)
www.frontroyalva.com

Application Date: 11/9/23

Owner(s) / Applicant(s) Full Name: Greenway Engineering, Inc

Mailing Address: 151 Windy Hill Lane

City/State/Zip: Winchester, VA 22602

Daytime Phone: 540-662-4185 Email: mawhitacre@greenwayeng.com

Property Address/Lot #: Tax Map #28 128, 0 Criser Road

IF RESIDENTIAL:

Type of Unit: ☐ Single Family ☐ Townhouse ☐ Duplex/Multi Family

IF COMMERCIAL or INDUSTRIAL:

Type of Business: Church

Number of Employees: _____ Hours of Operation: _____

Estimated Usage: 4,000 gallons per day

ALL APPLICANTS:

Number of Toilets: _____ Urinals: _____ Sinks: _____ Tubs/Showers: _____

Size of Meter (Must match water service size): 1.5"

Fire Suppression Required: Yes / No Meter size 4"

THIS SECTION TO BE COMPLETED BY WARREN COUNTY PLANNING DEPARTMENT

Application Approved by Board of Supervisors: _____ Date: _____

Application Approved by Building Department: _____ Date: _____

Application Approved by Planning Staff: _____ Date: _____

Director of Planning Signature: _____ Date: _____

TOWN APPROVAL PROCESS

- ✓ Approval of Connection by Town Council if applicable (Four Weeks)
- ✓ Review of Site Plans if applicable (Three Weeks per submittal)
- ✓ If Commercial–Completion of PILOT Agreement, if applicable-through Town Attorney's Office (Two Weeks)
- ✓ Payment of Applicable Fees through Finance Department (One Week)
- ✓ Developer provides and installs all equipment (pipes, valves, meters, etc.)

THIS SECTION TO BE COMPLETED BY PUBLIC WORKS

Water & Sewer Availability: _____

Utility Extension Required: _____

Utility Plans Reviewed & Approved: _____

PILOT Agreement Completed: _____

Confirmation from Director of Finance that Taxes have been paid in full: ____ Date: _____

Signature: _____

FEES:

Water Connection Fee _____

Water Additional Fee _____

Fire Suppression Fee _____

Sub Total (Water) _____

Sewer Connection Fee _____

Sewer Additional Fee _____

Sub Total (Sewer) _____

TOTAL _____

Public Works Director Signature: _____ Date: _____

134-71.1 PURCHASE OF WATER AND SEWER TAPS

- A water and sewer connection can be purchased from the Town of Front Royal only for a specific, designated building site or lot.
- Once an application to purchase a water and sewer connection has been received, the connection shall not be transferrable to another site.
- If the water and sewer connection is not installed within twelve (12) months from the date of purchase because the purchaser is not ready for actual installation, the purchase shall be voided and the purchase price alone shall be refunded without interest.
- Water and sewer connection fees shall be paid upon application. However, when a single developer in a single application requests the purchase of six (6) or more water and sewer taps for six (6) or more building units, the connection fee for each tap may be paid upon actual installation of each respective tap. (Ord. No. 2-86 Added Entire Section 2-10-86-Effective Upon Passage)

GENERAL INFORMATION

1. A site plan or plat depicting the utility connection locations to the Town water and sewer mains must be included with this application. Warren County may release building permit upon Town approval of site plans.
2. All owner information must be completed and Warren County approvals received prior to processing by the Town.
3. The tax map number can be found on your Zoning or Building permit. If you do not know this number, it can be obtained from the County Planning Department (540-636-3354).
4. Connection fee information can be obtained from the Town website www.frontroyalva.com or by contacting Public Works (540) 635-7819.
5. For tenant occupied structures, separate water meters must be provided for each unit.
6. Information about the Town's PILOT program and Out-of-Town Water & Sewage Service Agreement can be obtained from the Town website www.frontroyalva.com or by contacting the Town Attorney at (540) 635-8007. Warren County may release Occupancy Permit upon completion of PILOT Agreement.
7. Out-of-Town residential & industrial fees & rates are 200% in-Town rates.

COPY

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

E. Gov Number: WP295-2023
Application Number: WP2023-12-02
Date Received: 11/15/23
Fee Amount: \$ 7500 CH34030
Date Paid: 11/15/23

Applicant Information:

Catholic Diocese of Arlington

Applicant(s) Name

200 North Glebe Road, Suite 704	Arlington	VA	22203
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

0 Criser Road, TM #28-128

Property location for conditional use permit if different than applicant's address

703-209-0222	bonnie.vancheri@arlingtondiocese.org
<i>Primary Contact Number</i>	<i>Email</i>

Criser Rd, LLC

Property Owner(s) (if same as applicant, leave blank)

3758 Players Club Drive	Southport	NC	28461
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

Robert Kielley	b.b.kielley@yahoo.com
<i>Primary Contact Number</i>	<i>Email</i>

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

A. Property Information:

- (1) Magisterial District: South River
- (2) Tax Map Number: 28-128
- (3) Subdivision Name: N/A
- (4) Total Area of Property (acres): 8.4769
- (5) Current Zoning: Agricultural (A)

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Church
- (2) Current land use and condition of site: Vacant
- (3) Zoning of surrounding land/property: Agricultural, Commercial, Residential, Industrial
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: Construction will begin after site plan approval
- (6) Season, days, and hours of operation: _____
- (7) Will there be a sign? ☐ Yes ☐ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Have there been any prior applications for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) N/A
- (9) Number of full time employees: 4
- (10) What type of sewage disposal system will be used? ☐ Private ☐ Central ☒ Public
- (11) Number of persons to be served by the sewage disposal system: _____
- (12) Number of parking spaces to be provided: Regular 145 Handicap 6
- (13) What is the proposed landscaping and buffering for this property? _____
Landscaping and buffering are per the Zoning Ordinance requirements

C. Plans Prepared By

Name: Greenway Engineering, Inc

Address: 151 Windy Hill Lane, Winchester, VA 22602

Telephone Number: 540-662-4185

D. Environmental Information

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) _____
Endangered and Threatened Species report indicated there is potential habitat for Loggerhead Shrike, Madison Cave Isopod, Brook Floater, Indiana Bat, Northern Long-ear Bat, Tri-color Bat, Virginia Big-eared Bay, and Monarch Butterfly.

- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) _____
general household trash will be generated with the use. Dumpsters will be provided on site and hauled away regularly.

- (3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) _____
No hazardous substances will be used or stored on the property.

- (4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. emissions from vehicles will be present on the property. The amount of emissions will be less than other potential uses because of limited weekday use at the facility.

- (5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) there will be no electrical or electronic activity that will interfere with local communications, telephone, television or radio

- (6) What will be the impact on traffic? there will be minimal impact to traffic as peak hours of operation will be Sunday morning.

- (7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. exterior lighting will be used in parking areas and around building. type and location of lighting will be provided at site plan.

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit shall be charged to the applicant.

Bonnie Vanchesi
Applicant(s) Signature

11/15/28
Date

Property Owner(s) Signature

Date

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be accepted.

NOTES

**The following documents and/or information are required
to be submitted with the application:**

☒ **An application fee.**

Make checks payable to the Warren County Treasurer. A non-refundable fee will be required at the time of submittal.

☒ **A Statement of Justification**

This printed or typed statement is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

☐ **Property Management Plan.** (Short Term Tourist Rental only)

☐ **Agency Review Comments.** (As determined by Planning Staff)

☒ **A Site Plan/Survey.**

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☐ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☒ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☒ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☒ **Environmental and Community Impact Statements**

The Planning Director, the Planning Commission, and/or the Board of Supervisors reserve the right to ask for an environmental and/or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☒ **Location Map**

A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☒ **Directions to your property from the Warren County Government Center.**

from 220 N. Commerce Street, turn left towards 2nd Street, then turn right onto E. 2nd Street, turn left
onto N. Royal Avenue, then right onto West Criser Road

**STATEMENT OF JUSTIFICATION
St. John the Baptist Conditional Use Permit**

Tax Map# 28-128

Owner/Applicant: Catholic Dioceses of Arlington

November 15, 2023

Catholic Dioceses of Arlington (hereinafter the “Applicant”) of Tax Map Parcel 28-128 (the “Property”), which is currently owned by Criser Road, LLC, is seeking a Conditional Use Permit (CUP) for Tax Map Parcel 28-128 for a church use. The Property has frontage on Luray Avenue and West Criser Road in Warren County, immediately adjacent to the Town of Front Royal.

Land Use Compatibility

The Applicant seeks to develop a church use on the Property pursuant to CUP approval. The proposed use will consist of a 10,690 SF sanctuary building and a 10,500 auxiliary support building with associated parking that will meet applicable ordinance requirements. The proposed configuration of the use is shown on the plan entitled “Concept Plan,” prepared by Greenway Engineering, dated November 15, 2023 and submitted with this CUP application.

The Property is currently zoned Agriculture (A) District. It is bordered by properties to the north and east zoned R-1, Residential, properties to the south are zoned C, Commercial and A, Agricultural, and property to the west is zoned A, Agricultural.

The Warren County Comprehensive Plan’s Future Land Use Map identifies the functional classification of Luray Avenue as an Urban Collector Road and does not call for a classification change. The Town of Front Royal Comprehensive Plan 2023 identifies West Criser Road as a Major Collector Road. There are no improvements proposed in the Town Transportation Improvements Plan or in the referenced Rural Long Range Transportation Plan published by the Northern Shenandoah Valley Regional Commission (NSVRD). Note: Comprehensive Plan Final Draft May 19, 2023, was referenced for transportation items.

The Property is located directly around established residential, commercial and government owned properties. The proposed church use is compatible with the established land use pattern in this area of the County.

Current Land Use

Currently the Property is vacant/undeveloped land. Per historical aerial photos, there is no evidence of prior use or activity of historical significance on the Property.

Future Land Use

Future land use will consist of transforming a portion of the 8.4769± acres of Agricultural (A) District into a church use consisting of a sanctuary building, auxiliary support building, and associated parking. The norther portion of the property will remain open space.

Transportation

2018 Warren County Comprehensive Plan

The Warren County Transportation Plan contained in the 2018 Comprehensive Plan identifies the functional classification of Luray Avenue as an Urban Collector Road and does not call for a classification change. The entrance to the subject property will be located off West Criser Road, which is a Town-maintained road. Approval of the proposed entrance will need to be obtained from the Town of Front Royal.

Town of Front Royal Comprehensive Plan 2023

The Transportation Plan Exhibit within the Town of Front Royal Comprehensive Plan 2023 identifies West Criser Road as a Major Collector Road. There are no improvements proposed in the Town Transportation Improvements Plan or in the referenced Rural Long Range Transportation Plan published by the Northern Shenandoah Valley Regional Commission (NSVRD). Note: Comprehensive Plan Final Draft May 19, 2023 was referenced for transportation items.

Existing Conditions

The intersection of Luray Avenue and West Criser Road consists of a sign-controlled four way stop.

Proposed Conditions

The conceptual layout for the church use proposes the entrance to the subject property off West Criser Road on the southern portion of the property in order to avoid the 100 year floodplain. The entrance consists of two lanes, entrance and exit lanes.

Sunday Peak Hour Traffic Volume is projected at 111 trips. This projection was generated using ITE Trip Generation 11th Edition (Church land use, ITE Code 560). These trips can be accommodated by the surrounding road network in its existing condition. As such, the proposed use will have minimal impact on local roads.

Water and Sewer

If the CUP application is approved, the Property will be served with public water and sewer provided by the Town of Front Royal, and the Applicant has applied for out-of-town water and sewer service through the Town of Front Royal accordingly. If the application is denied, the property will acquire appropriate approvals for service via private drainfield and well.

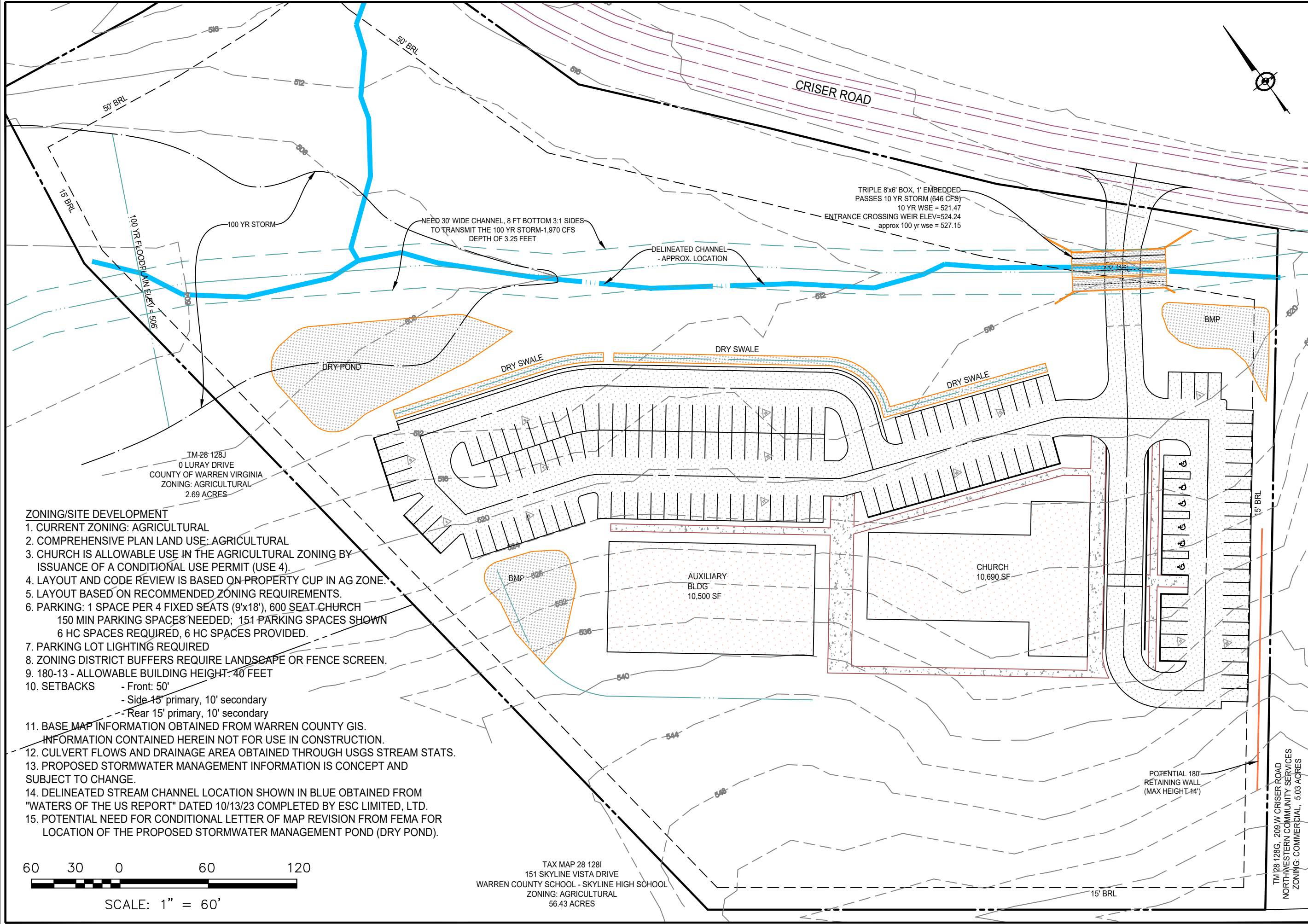
Economic Impacts

The proposed use is consistent with the County's Comprehensive Plan and its policy objectives of increasing the non-residential tax base. This proposed use will provide a moderate benefit to the County by transforming vacant land with minimal tax revenue into a source of moderate tax revenue for years to come.

Conclusion

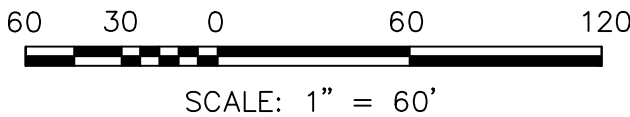
The proposed CUP is justified inasmuch as it implements the goals and objectives of the Warren County Comprehensive Plan. Notably, the CUP will enable development of an institutional use that will utilize Town of Front Royal public facilities and is designed to preserve the rural character and natural features of the Property.

The proposed CUP will contribute to the diversity of land uses essential to a distinctive and inclusive sense of place that is both compatible with and complementary to the Comprehensive Plan. As such, your favorable consideration of this CUP request is respectfully requested.



ZONING/SITE DEVELOPMENT

1. CURRENT ZONING: AGRICULTURAL
2. COMPREHENSIVE PLAN LAND USE: AGRICULTURAL
3. CHURCH IS ALLOWABLE USE IN THE AGRICULTURAL ZONING BY ISSUANCE OF A CONDITIONAL USE PERMIT (USE 4).
4. LAYOUT AND CODE REVIEW IS BASED ON PROPERTY CUP IN AG ZONE.
5. LAYOUT BASED ON RECOMMENDED ZONING REQUIREMENTS.
6. PARKING: 1 SPACE PER 4 FIXED SEATS (9'x18'), 600 SEAT CHURCH
150 MIN PARKING SPACES NEEDED; 151 PARKING SPACES SHOWN
6 HC SPACES REQUIRED, 6 HC SPACES PROVIDED.
7. PARKING LOT LIGHTING REQUIRED
8. ZONING DISTRICT BUFFERS REQUIRE LANDSCAPE OR FENCE SCREEN.
9. 180-13 - ALLOWABLE BUILDING HEIGHT: 40 FEET
10. SETBACKS
 - Front: 50'
 - Side 15' primary, 10' secondary
 - Rear 15' primary, 10' secondary
11. BASE MAP INFORMATION OBTAINED FROM WARREN COUNTY GIS.
INFORMATION CONTAINED HEREIN NOT FOR USE IN CONSTRUCTION.
12. CULVERT FLOWS AND DRAINAGE AREA OBTAINED THROUGH USGS STREAM STATS.
13. PROPOSED STORMWATER MANAGEMENT INFORMATION IS CONCEPT AND SUBJECT TO CHANGE.
14. DELINEATED STREAM CHANNEL LOCATION SHOWN IN BLUE OBTAINED FROM "WATERS OF THE US REPORT" DATED 10/13/23 COMPLETED BY ESC LIMITED, LTD.
15. POTENTIAL NEED FOR CONDITIONAL LETTER OF MAP REVISION FROM FEMA FOR LOCATION OF THE PROPOSED STORMWATER MANAGEMENT POND (DRY POND).



TAX MAP 28 128I
151 SKYLINE VISTA DRIVE
WARREN COUNTY SCHOOL - SKYLINE HIGH SCHOOL
ZONING: AGRICULTURAL
56.43 ACRES

TM 28 128G, 209 W CRISER ROAD
NORTHWESTERN COMMUNITY SERVICES
ZONING: COMMERCIAL, 5.03 ACRES

**ST. JOHN THE BAPTIST - W. CRISER ROAD PROPERTY
CONCEPT DEVELOPMENT PLAN**

SOUTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

DATE: 11/15/2023

SCALE: 1"=60'

DESIGNED BY: RLK

FILE NO. 5282C

SHEET 1 OF 1



151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
Fax: (540) 722-9528
www.greenwayeng.com

PROUDLY SERVING VIRGINIA & WEST VIRGINIA
OFFICES IN: WINCHESTER & ASHBURN, VA & MARTINSBURG, WV

COUNTY OF WARREN



County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 636-4600
Facsimile: (540) 636-6066
Email: edaley@warrencountyva.gov

Dr. Edwin C. Daley
County Administrator

MEMORANDUM

TO: Chase Lenz, Zoning Administrator

FROM: Zach Henderson, Deputy Clerk of the Board

SUBJECT: Application for Out-Of-Town Utility Connection - 0 Criser Rd (Tax Map 28, Parcel 128) - Catholic Diocese of Arlington

DATE: December 13th, 2023

The Board of Supervisors, at its meeting on December 12, 2023, approved the out-of-town utility connection request of Greenway Engineering, Inc. for the property identified on tax map 28 as parcel 128 and authorized Planning staff to submit this application to the Front Royal Town Manager on the County's behalf.



APPLICATION FOR OUT-OF-TOWN UTILITY CONNECTION

Town of Front Royal
Public Works
800 Crosby Rd – PO Box 1560
Front Royal VA 22630
(540) 635-7819 (O) • (540) 635-8973 (F)
www.frontroyalva.com

Application Date: 11/9/23

Owner(s) / Applicant(s) Full Name: Greenway Engineering, Inc

Mailing Address: 151 Windy Hill Lane

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Daytime Phone: 540-662-4185 Email: mawhitacre@greenwayeng.com

Property Address/Lot #: Tax Map #28 128, 0 Criser Road

IF RESIDENTIAL:

Type of Unit: ☐ Single Family ☐ Townhouse ☐ Duplex/Multi Family

IF COMMERCIAL or INDUSTRIAL:

Type of Business: Church

Number of Employees: _____ Hours of Operation: _____

Estimated Usage: 4,000 gallons per day

ALL APPLICANTS:

Number of Toilets: _____ Urinals: _____ Sinks: _____ Tubs/Showers: _____

Size of Meter (Must match water service size): 1.5"

Fire Suppression Required: Yes / No Meter size 4"

THIS SECTION TO BE COMPLETED BY WARREN COUNTY PLANNING DEPARTMENT

Application Approved by Board of Supervisors: Approved Date: 12/12/2023

Application Approved by Building Department: Approved Date: 12/13/2023

Application Approved by Planning Staff: Approved Date: 12/13/2023

Director of Planning Signature: Matt Wendling Date: 12/13/2023

TOWN APPROVAL PROCESS

- ✓ Approval of Connection by Town Council if applicable (Four Weeks)
- ✓ Review of Site Plans if applicable (Three Weeks per submittal)
- ✓ If Commercial–Completion of PILOT Agreement, if applicable-through Town Attorney's Office (Two Weeks)
- ✓ Payment of Applicable Fees through Finance Department (One Week)
- ✓ Developer provides and installs all equipment (pipes, valves, meters, etc.)

THIS SECTION TO BE COMPLETED BY PUBLIC WORKS

Water & Sewer Availability: _____

Utility Extension Required: _____

Utility Plans Reviewed & Approved: _____

PILOT Agreement Completed: _____

Confirmation from Director of Finance that Taxes have been paid in full: ____ Date: _____

Signature: _____

FEES:

Water Connection Fee _____

Water Additional Fee _____

Fire Suppression Fee _____

Sub Total (Water) _____

Sewer Connection Fee _____

Sewer Additional Fee _____

Sub Total (Sewer) _____

TOTAL _____

Public Works Director Signature: _____ Date: _____

134-71.1 PURCHASE OF WATER AND SEWER TAPS

- A water and sewer connection can be purchased from the Town of Front Royal only for a specific, designated building site or lot.
- Once an application to purchase a water and sewer connection has been received, the connection shall not be transferrable to another site.
- If the water and sewer connection is not installed within twelve (12) months from the date of purchase because the purchaser is not ready for actual installation, the purchase shall be voided and the purchase price alone shall be refunded without interest.
- Water and sewer connection fees shall be paid upon application. However, when a single developer in a single application requests the purchase of six (6) or more water and sewer taps for six (6) or more building units, the connection fee for each tap may be paid upon actual installation of each respective tap. (Ord. No. 2-86 Added Entire Section 2-10-86-Effective Upon Passage)

GENERAL INFORMATION

1. A site plan or plat depicting the utility connection locations to the Town water and sewer mains must be included with this application. Warren County may release building permit upon Town approval of site plans.
2. All owner information must be completed and Warren County approvals received prior to processing by the Town.
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6. Information about the Town's PILOT program and Out-of-Town Water & Sewage Service Agreement can be obtained from the Town website www.frontroyalva.com or by contacting the Town Attorney at (540) 635-8007. Warren County may release Occupancy Permit upon completion of PILOT Agreement.
7. Out-of-Town residential & industrial fees & rates are 200% in-Town rates.



SUMMARY OF REQUEST

The applicant, Catholic Diocese of Arlington, is requesting a conditional use permit for a church for the property located on the corner of West Criser Road and Luray Avenue and identified on tax map 28 as lot 128, which is currently owned by Criser Rd, LLC. The applicant intends to develop the property with a 10,690 square foot chapel and a 10,500 square foot auxiliary support building with associated parking areas. A concept development plan prepared by Greenway Engineering was submitted as a supplement for this application. Per the concept development plan, the proposed chapel will include 600 seats.

The property is proposed to be accessed from West Criser Road, which is regulated and maintained by Town of Front Royal Public Works. A portion of the western side of the property is located within the Special Flood Hazard Area, flood zone AE (100-year floodplain) and nearly the entire frontage of the property is located within flood zone X (shaded), which FEMA considers the moderate-risk flood zone (500-year floodplain). The applicant plans to situate the proposed buildings, parking areas, and entrance outside of the Special Flood Hazard Area. If approved for an out-of-town utility connection by the Front Royal Town Council, the property will be served by public sewer and water; however, the applicant has indicated they will proceed with the permitting process for a private well and onsite sewage disposal system through the Warren County Health Department if the request for out-of-town utility connections is not approved.

PROPERTY INFORMATION

Property Location: 0 West Criser Road & Luray Avenue
Tax Map ID: 28-----128
Magisterial District: South River
Subdivision: N/A

City: Front Royal
Zoning: Agricultural (A)
Acreage: 8.4769 Acres
Existing Land Use: Vacant Lot

SURROUNDING ZONING DISTRICTS & USES

North: Residential (R-1), Town of Front Royal
South: Commercial (C)
East: Residential (R-1), Town of Front Royal
West: Agricultural (A)

Use: Church
Use: Northwestern Community Services
Use: Single Family Dwellings
Use: Public School - Skyline High School
County-owned Vacant Lot

PROPERTY HISTORY

This property has not had any previous conditional use permits issued for uses in the Agricultural zoning district. There are no active zoning violations on file for the subject property.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for residential and agricultural land uses. A church is a use allowed by conditional use permit in the Agricultural zoning district and is compatible with the current Warren County Zoning Ordinance.

SUPPLEMENTARY REGULATIONS

There are no supplementary regulations in the Warren County Zoning Ordinance for a church. Recommended conditions are based on comments received by the Warren County Building Official, Warren County Fire & Rescue Services, Town of Front Royal Public Works, and state agencies. The applicant shall meet County Zoning requirements for off-street parking and outdoor lighting.

Warren County Code §180-8C defines Church as, *“A place where persons regularly assemble exclusively for worship. The term "church" includes the term "synagogue," "mosque," "monastery," or other terms for a house of worship, and shall include, where appropriate, real estate of not more than 250 acres, provided that such acreage is or is to be devoted exclusively to a church building, chapel, monastery, cemetery, offices used only for administrative purposes of the church, a Sunday school building, church manse, parsonage or rectory, playgrounds, recreation areas or parking lots for the convenience of those attending any of the foregoing.”*

RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. *Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.*

1. The chapel occupancy shall not exceed the number of occupants determined by the Virginia Uniform Statewide Building Code.
2. The applicant shall comply with all Town of Front Royal Public Works, Virginia Department of Environmental Quality, Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
3. The applicant shall submit a site plan showing parcel boundaries, proposed building footprints, dimensions of proposed buildings, setbacks from buildings to nearest property boundaries, ingress/egress, internal access roads, outdoor lighting, parking, including handicapped parking, and public utility infrastructure/easements or private well, septic, and drainfield locations to the County prior to issuance of building and zoning permits.
4. The applicant shall meet the requirements of Warren County Code §180-15 for off-street parking for a church and Code §180-49.2 for outdoor lighting.

Cc: Criser Rd, LLC - Current Owner; Catholic Diocese of Arlington - Applicant



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: January 8, 2024

Item# 05A

Agenda Item: Code of Conduct Review

Summary: At the January 2nd work session Mayor Cockrell passed out a draft of *Code of Conduct for Front Royal Town Council* asking that it be placed on tonight's work session for discussion

Budget/Funding: N/A

Staff Recommendation: Council takes desired action

CODE OF CONDUCT FOR FRONT ROYAL TOWN COUNCIL

Recognizing that persons who hold public office have been given a public trust and that the stewardship of such office demands the highest levels of ethical and moral conduct, any person serving on the Front Royal Town Council should adhere to the following Code of Conduct.

1. Council members shall comply with the laws of the nation, the Commonwealth of Virginia, and the Town of Front Royal in the performance of their public duties.
2. Council members should act with integrity and independence from improper influence as they exercise the duties of their offices.
3. Council members should behave consistently and with respect toward everyone with whom they interact.
4. Council members must act collectively in a properly noticed and constituted meeting.
5. Council members should make a conscientious effort to be well prepared for each meeting.
6. Council members should work to create a positive environment in public meetings where citizens will feel comfortable in their roles as observers or participants.
7. Council members shall treat other Council members and the public with respect and honor the opinions of others even when the Council member may disagree with those opinions.
8. Council members shall maintain an attitude of courtesy and consideration toward all colleagues and staff during all discussions and deliberations.
9. Council members do not have authority to make decisions or take actions on behalf of the body unless expressly authorized to do so.
10. When making public utterances, council members must make it clear whether they are authorized to speak on behalf of the council, or whether they are presenting their own views.
11. Council members must limit their activities to matters within their subject matter jurisdiction. Staff can address only those matters determined by the Town Council to be within their subject matter jurisdiction; staff need not place on an agenda, provide resources for or implement requests, directions or actions outside that jurisdiction.

Proposed Code of Conduct for Town Council of Town of Front Royal January 2, 2023

12. Council members should endeavor to keep up to date through the Council's attorney and other sources, about new or ongoing legal or ethical issues they may face in their official positions.
13. Council members shall respect and adhere to the council-manager structure of the Town of Front Royal with respect to the Town Manager's relationship with the Town Council. In this structure, the Town Council determines the policies of the Town with the advice, information and analysis provided by the public, boards, commissions, committees and Town staff. The Town Manager implements that policy.
14. Council members shall not disclose confidential and privileged information documents, information, and discussions from a closed session, attorney-client privileged communication and other confidential information without the approval of Town Council

I affirm that I have read and understand the Town of Front Royal Town Council Code of Ethics.

Signature:

Date:

Name (printed):

Office(s) held:



CLOSED MEETING AGENDA STATEMENT

Meeting Date: January 8, 2024

Item# 06

Motion to go into Closed Meeting

[to be approved by affirmative recorded vote, with motion set forth in detail in the minutes]

I move that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purposes:

- 1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically the Town Attorney; and,
- 2) pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, First Bank and Trust; and,
- 3) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, a) property located at 200 E. 8th Street formerly owned by the Town, and b) the obligations of the Front Royal-Warren County EDA.

Motion to Certify Closed Meeting at its Conclusion

[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]

I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Act as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

Moved _____ Seconded _____

VM Sealock _____ Ingram _____ Morris _____ Rappaport _____ DeDomenico-Payne _____ Wood _____