



REGULAR TOWN COUNCIL MEETING

Monday, April 23, 2018 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of April 9, 2018
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager
 *** Report from County Administrator Doug Stanley**
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
7. **CONSENT AGENDA ITEMS** – (ROLL CALL VOTE REQUIRED)
 - A. COUNCIL APPROVAL – Request to Use Stone from McKay House
 - B. COUNCIL APPROVAL – Various Resolutions for CDBG Project
 - C. COUNCIL APPROVAL – Bid for Curb/Gutter Installation
 - D. COUNCIL APPROVAL – Resolution Urging Valley Health to Reconsider Closing Its Labor and Delivery Services at Warren Memorial Hospital
8. **PUBLIC HEARING** – Ordinances to Amend Town Code Sections 134-21.1.C and 134-31.1.C (Water & Sewer Service Rates) in the Route 522 North Corridor (*1st Reading*)
9. **PUBLIC HEARING** – Appropriation Ordinance for the FY2018-2019 Budget (*1st Reading*)
10. **COUNCIL APPROVAL** – Rezoning Application for Valley Health (*2ND Reading*)
11. **COUNCIL APPROVAL** – Budget Amendment/Budget Transfer/Acceptance of Bid for Criser Road Bridge Replacement Project
12. **COUNCIL APPROVAL** – Budget Amendment/Acceptance of Bid for Royal Phoenix Northern Pump Station Project
13. **COUNCIL APPROVAL** – Purchase of Software Update for Utility Billing Package
14. **COUNCIL APPROVAL** – Budget Amendment/Acceptance of Byrne/Justice Assistance Grant

7A



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 7(A)

Meeting Date: April 23, 2018

Agenda Item: COUNCIL APPROVAL – Request to Use Stone from McKay House

Summary: Council has received a request from Darryl Merchant, Chairman of the Front Royal-Warren County Blue Ridge Heritage Project seeking approval to use foundation stones from the remains of the Robert McKay House that is currently owned by the Town of Front Royal and County of Warren, for construction of a memorial chimney to those families displaced by the creation of the Shenandoah National Park, aka as the Front Royal-Warren County Blue Ridge Heritage Project. *Note: Warren County Board of Supervisors approved this request on April 3, 2018.*

Budget/Funding: None

Attachments: Letter of Request, Letter from Warren County, October 2017 Resolution

Meetings: Work Session held April 16, 2018

Staff

Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a request from Darryl Merchant, Chairman of the Front Royal-Warren County Blue Ridge Heritage Project to use foundation stones from the remains of the Robert McKay House that is currently owned by the Town of Front Royal and County of Warren, for construction of a memorial chimney to those families displaced by the creation of the Shenandoah National Park, aka as the Front Royal-Warren County Blue Ridge Heritage Project.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW

Front Royal Warren County
BLUE RIDGE HERITAGE PROJECT

P.O. BOX 1508 – FRONT ROYAL, VIRGINIA 22630

09 April 2018

Mr. Joseph E. Waltz, Town Manager
Town of Front Royal
102 E. Main Street
Front Royal, Va. 22630

RE: Blue Ridge Heritage Project Memorial Site

Dear Mr. Waltz,

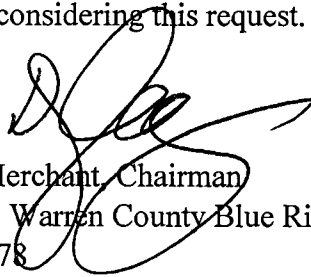
The Front Royal Warren County Chapter of the Blue Ridge Heritage Project is currently in the process of developing a memorial site at the location approved by the Town Council on 23 October 2017.

The memorial site will consist of a stone chimney (approx. 2' x 5' x 9' tall) with a 16' x 22' concrete patio with benches and an information kiosk. The memorial will contain the names of those families displaced by the creation of the Shenandoah National Park, as well as information regarding Front Royal/Warren County's history associated with the Park.

The committee is seeking to use the foundation stones from the remains of the Robert McKay house for construction of the memorial chimney. The repurposing of said stones would add a unique historical footnote for the monument. The kiosk would contain information regarding the donation and source of the material.

Thanks for considering this request.

Sincerely,


Darryl G. Merchant, Chairman
Front Royal Warren County Blue Ridge Heritage Project
540-683-6878

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
FAX: (540) 636-6066
Email: dstanley@warrencountyva.net

Douglas P. Stanley
County Administrator

April 4, 2018

BOARD OF SUPERVISORS

CHAIRMAN
Tony F. Carter
*Happy Creek
District*

VICE-CHAIRMAN
Daniel J. Murray, Jr.
*North River
District*

Archie A. Fox
*Fork
District*

Linda P. Glavis
*South River
District*

Thomas H. Sayre
*Shenandoah
District*

Douglas P. Stanley
County Administrator

Darryl Merchant, Chairman
Blue Ridge Heritage Project
P.O. Box 1508
Front Royal, Virginia 22630

RE: Use of Stone, Blue Ridge Heritage Project

Dear Mr. Merchant:

At its regular meeting of April 3, 2018, the Warren County Board of Supervisors approved the request of the Blue Ridge Heritage Project to utilize surplus stone from the rubble pile at the McKay House site for the construction of a memorial to recognize those landowners whose land was taken for the creation of Shenandoah National Park. Please be advised, this approval is subject to corresponding approval from the Front Royal Town Council.

Should you have any questions, please feel free to contact me by phone at (540) 636-4600 or via email at dstanley@warrencountyva.net.

Sincerely,

Douglas P. Stanley, AICP-ICMA-CM
County Administrator

EAM

CC: Joe Waltz, Town Manager

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

***A RESOLUTION TO APPROVE THE FRONT ROYAL-WARREN COUNTY BLUE
RIDGE HERITAGE PROJECT PROPOSED MEMORIAL SITE***

WHEREAS, one of the visions of the Blue Ridge Heritage Project is to develop a monument site containing a memorial in each of the eight counties where land was acquired for the Shenandoah National Park, namely, Albemarle, Augusta, Greene, Madison, Page, Rappahannock, Rockingham, and Warren Counties; and

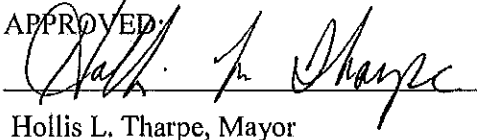
WHEREAS, another of the visions of the Blue Ridge Heritage Project, through its monuments and memorials, is to educate visitors about the lifestyles, crafts, music, and traditions, to reflect each county's particular culture in its community; and

WHEREAS, the Town of Front Royal desires to participate in the Blue Ridge Heritage Project, by contributing a site of Town-owned real property along and near the southern terminus of the Town's Happy Creek Trail, near the north side of Criser Road, between the Warren County-owned Burrell Brooks Park to the West and Happy Creek to the East, ultimately to be approximately 22 feet long by 16 feet wide of all-weather surface, containing benches, plus a paved pathway leading to this area, plus a flagpole, together with a stone chimney approximately five feet wide by nine feet tall, with a memorial historical plaque on one end, together with an information kiosk on the other end, with the Town agreeing to contribute to the maintenance and repair of the improvements thus described once said improvements have been constructed, completed and paid for by contributions from fund raising sources of the Blue Ridge Heritage Project ; and

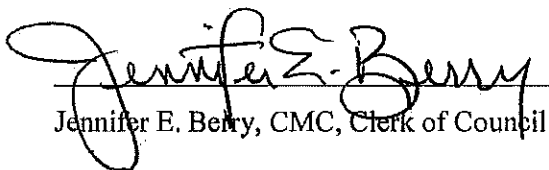
WHEREAS, the Blue Ridge Heritage Project is a 501 © (3) non-profit organization for federal tax purposes.

This Resolution shall be effective immediately upon enactment.

APPROVED:


Hollis L. Tharpe, Mayor

Attest:

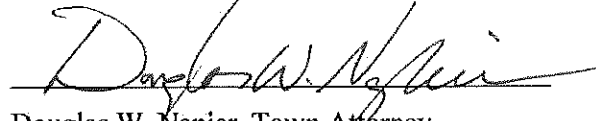

Jennifer E. Berry, CMC, Clerk of Council

Town Council Members:

John P. Connolly	<u>yes</u>	Gary Gillispie	<u>yes</u>
Jacob Meza	<u>yes</u>	William A. Sealock	<u>yes</u>
Christopher Morrison	<u>absent</u>	Eugene R. Tewalt	<u>yes</u>

This Resolution was enacted at the regular meeting of the Town Council held
Oct 23rd, 2017.

Approved as to form and legality:


Douglas W. Napier, Town Attorney

Date: 10 / 23 / 17

7B



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 7(B)

Meeting Date: April 23, 2018

Agenda Item: COUNCIL APPROVAL – Resolutions for CDBG Project

Summary: Council is requested to approve the following resolutions as part of the Community Development Block Grant (CDBG) Project, as presented

Budget/Funding: None

Attachments: Resolutions for: Fair Housing Certification; Local Business/Employment Plan; Non-Discrimination Policy; Residential Anti-Displacement/Relocation Assistance Plan; Grievance Procedure and Self-Evaluation Site Accessibility Checklist

Meetings: Work Session held April 16, 2018

Staff

Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve the following resolutions as part of the Community Development Block Grant (CDBG) Project: Fair Housing Certification; Local Business/Employment Plan; Non-Discrimination Policy; Residential Anti-Displacement/Relocation Assistance Plan; Grievance Procedure and Self-Evaluation Site Accessibility Checklist, as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: 

**RESIDENTIAL ANTI-DISPLACEMENT AND
RELOCATION ASSISTANCE PLAN
FRONT ROYAL DOWNTOWN REVITALIZATION PROJECT
VIRGINIA CDBG-FUNDED COMMUNITY IMPROVEMENT GRANT #17-05
TOWN OF FRONT ROYAL, VIRGINIA**

The Town of Front Royal will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate income dwelling units as a direct result of activities assisted with funds provided under the *Housing and Community Development Act of 1974*, as amended. All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the Town of Front Royal will make public and advise the state that it is undertaking such an activity and will submit to the state, in writing, information that identifies:

- (1) a description of the proposed assisted activity;
- (2) the general location on map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
- (3) a time schedule for the commencement and completion of the demolition or conversion;
- (4) the general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
- (5) the source of funding and a time schedule for the provision of replacement dwelling units;
- (6) the basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy; and
- (7) information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of low- and moderate-income households in the jurisdiction.

The Town of Front Royal will provide relocation assistance to each low/moderate-income household displaced by the demolition of housing or by the direct result of assisted activities. Such assistance shall be that provided under Section 104 (d) of the *Housing and Community Development Act of 1974*, as amended, or the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended.

The Town of Front Royal's approved Community Improvement Grant includes the following activities:

- Façade improvements of up to 33 commercial buildings.
- Administrative services.
- Signage.
- Physical Improvements at the Town Commons property, including a plaza outdoor gathering space with drinking fountain and bathroom facilities.

- Streetscape Improvements (design).
- Parking and Alley improvements (design and small enhancements)
- Branding & Marketing.

The activities as planned will not cause any permanent displacement from or conversion of occupiable structures. If displacement does occur the household will be provided relocation assistance and moving expenses to mitigate any potential difficulties associated with their moving. As planned, the project calls for the use of existing public property, including easements, real property and rights-of-way. The Town of Front Royal will work with the grant management staff, project area residents, and the Department of Housing and Community Development to ensure that any changes in project activities do not cause additional displacement from or conversion of occupiable structures.

In all cases, an occupiable structure will be defined as a dwelling that meets local building codes or a dwelling that can be rehabilitated to meet code for \$25,000 or less.

Date:

For the Town of Front Royal, Virginia

Hollis L. Tharpe
Mayor

Attest:

Joseph E. Waltz
Town Manager

Approved as to Form:

Douglas W. Napier
Town Attorney

**FAIR HOUSING CERTIFICATION
FRONT ROYAL DOWNTOWN REVITALIZATION PROJECT
VIRGINIA CDBG-FUNDED COMMUNITY IMPROVEMENT GRANT VA #17-05
TOWN OF FRONT ROYAL, VIRGINIA**

Compliance with Title VIII of the Civil Rights Act of 1968

WHEREAS, the Town of Front Royal has been offered and intends to accept federal funds authorized under the *Housing and Community Development Act of 1974*, as amended, and

WHEREAS, recipients of funding under the Act are required to take action to affirmatively further fair housing;

THEREFORE, the Town of Front Royal agrees to take at least one action to affirmatively further fair housing each grant year, during the life of its project funded with Community Development Block Grant funds. The action taken will be selected from a list provided by the Virginia Department of Housing and Community Development.

APPROVED:

Hollis L. Tharpe, Mayor

ATTEST:

Jennifer E. Berry, CMC, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2018 upon the following recorded vote:

William A. Sealock	<u>Yes/No</u>	Gary L. Gillispie	<u>Yes/No</u>
Eugene R. Tewalt	<u>Yes/No</u>	Jacob L. Meza	<u>Yes/No</u>
John P. Connolly	<u>Yes/No</u>	Christopher S. Morrison	<u>Yes/No</u>

Approved as to Form and Legality:

Douglas W. Napier, Town Attorney

Dated: _____

**LOCAL (SECTION 3) BUSINESS AND EMPLOYMENT PLAN
FRONT ROYAL REVITALIZATION PROJECT
VIRGINIA CDBG-FUNDED COMMUNITY IMPROVEMENT GRANT #17-05
TOWN OF FRONT ROYAL, VIRGINIA**

1. The Town of Front Royal designates as its Section 3 Business and Employment Project Area the **County of Warren, Virginia** including the Town of Front Royal.
2. The Town of Front Royal, its contractors, and designated third parties shall in utilizing Community Development Block Grant (CDBG) funds, utilize businesses and lower income residents of the Town and County in carrying out all activities, to the greatest extent feasible.
3. In awarding contracts for construction, non-construction, materials, and supplies the Town of Front Royal, its contractors, and designated third parties shall take the following steps to utilize businesses which are located in or owned in substantial part by persons residing in the Town and County:
 - (a) The Town of Front Royal has identified the following contracts as necessary to complete the CDBG activities:
 - Contract(s) for Administrative services.
 - Contract(s) for façade improvements of existing retail/commercial structures.
 - Contract(s) for Signage.
 - Contract(s) for Physical Improvements at the Town Commons property, including a plaza outdoor gathering space with drinking fountain and bathroom facilities.
 - Contract(s) for design of Streetscape Improvements.
 - Contract(s) for design of Parking and Alley improvements.
 - Contract(s) for Branding & Marketing.
 - Subcontracts under the supervision of the procured contractors.
 - (b) The Town of Front Royal shall identify through various and appropriate sources including *The Northern Virginia Daily* the business concerns within the Town and County which are likely to provide construction contracts, non-construction contracts, materials, and services which will be utilized in the activities funded through the CDBG.
 - (c) The identified contractors and suppliers shall be included on bid lists used to obtain bids, quotes, or proposals for work or procurement contracts which utilize CDBG funds.
 - (d) To the greatest extent feasible the identified business and any other project area business concerns shall be utilized in activities which are funded with CDBG funds.
4. The Town of Front Royal and its contractors and subcontractors shall take the following steps to encourage the hiring of lower income persons residing in the Town and County:
 - (a) The Town of Front Royal in consultation with its contractors (including design professionals) shall ascertain the types and number of positions for both trainees and employees which are likely to be used to conduct CDBG activities.
 - (b) The Town of Front Royal shall advertise through the *The Northern Virginia Daily* the availability of such positions with the information on how to apply.
 - (c) The Town of Front Royal, its contractors, and subcontractors shall be required to maintain a record of inquiries and applications by project area residents who respond to advertisements and shall maintain a record of the status of such inquires and applications.

- (d) To the greatest extent feasible, the Town of Front Royal, its contractors, and subcontractors shall hire lower income project area residents in filling, training and employment positions necessary for implementing activities funded by the CDBG.
5. In order to document compliance with the above affirmative actions and Section 3 of the *Housing and Community Development Act of 1972, as amended*, the Town of Front Royal shall obtain from its covered contractors and subcontractors, *Registers of Contractors, Subcontractors, and Suppliers* and *Registers of Assigned Employees* for all activities funded by CDBG funds. Such listings shall be completed and shall be verified by site visits and employee interviews, crosschecking of payroll reports and invoices, and through audits if necessary.

Date:

For the Town of Front Royal, Virginia

Hollis L. Tharpe
Mayor

Attest:

Joseph E. Waltz
Town Manager

Approved as to Form:

Douglas W. Napier
Town Attorney

**NON-DISCRIMINATION POLICY
TOWN OF FRONT ROYAL, VIRGINIA**

The Town of Front Royal or any employee thereof will not discriminate against an employee or applicant for employment because of race, color, religion, national origin, gender, pregnancy, childbirth or related medical conditions, age, marital status, or disability. Administrative and personnel officials will take affirmative action to ensure that this policy shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training.

Date:

For the Town of Front Royal, Virginia

Hollis L. Tharpe
Mayor

Attest:

Joseph E. Waltz
Town Manager

Approved as to Form:

Douglas W. Napier
Town Attorney

TOWN OF FRONT ROYAL
SELF-EVALUATION SITE ACCESSIBILITY CHECKLIST

This checklist is intended to be used as a relatively quick and easy guide to determine a building's physical accessibility. Detailed specifications for each area can be found in the Uniform Federal Accessibility Standards (UFAS).

Comments should be made on all "No" answers, and should include alterations that can or will be made, any insurmountable obstacles to accessibility, or other relevant circumstance or considerations.

PARKING

YES

NO

Does the facility have designated parking spaces for disabled individuals?

☐☐

Are spaces of adequate width (13 ft.)?

☐☐

Are the spaces marked with the universal access symbol?

☐☐

Are they near the building's entrance?

☐☐

Comments: _____

BUILDING ENTRANCE

YES

NO

Is the main entryway wheelchair-accessible?
(Level entry or properly sloped ramp; 32" wide, non-revolving door)

☐☐

If not, is there a reasonable alternative entry?

☐☐

Is the entry relatively free of obstacles?

☐☐

Comments: _____

MEETING ROOMS**YES****NO**

Can all rooms to be used for meetings or meals be reached without using steps or escalators?

☐☐

If elevator use is required, are the elevators accessible?
(36" wide door, 54" deep x 68" wide car, wheelchair accessible controls, tactile buttons, auditory floor indicators)

☐☐

If room changes are required between sessions, are pathways accessible?
(36" wide hallways, free of obstacles)

☐☐

Are doorways wide enough to accommodate a wheelchair?
(32" wide)

☐☐

Comments: _____

FACILITIES**YES****NO**

Are restrooms wheelchair-accessible? (Adequate floor space for wheelchair; grab bars, paper products, lavatories at proper height; extended faucet handles)

☐☐

Are paths to the restrooms accessible?

☐☐

Are drinking fountains wheelchair accessible?

☐☐

Can telephones be used from a wheelchair?

☐☐

Comments: _____

PREPARER:

Preparer's Signature

Date

Preparer's Name (printed)

Title (printed)

SECTION 504 GRIEVANCE PROCEDURE
FRONT ROYAL DOWNTOWN REVITALIZATION PROJECT
VIRGINIA CDBG-FUNDED COMMUNITY IMPROVEMENT GRANT #17-05
TOWN OF FRONT ROYAL, VIRGINIA

The Town of Front Royal has adopted an internal grievance procedure providing for the prompt and equitable resolution of complaints alleging any action prohibited by the Department of Housing and Urban Development's (HUD) 24 CFR 8.53(b) implementing *Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794)*. Section 504 states, in part, that "no otherwise qualified handicapped individual... shall solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance..."

Complaints should be addressed to: Felicia Hart, Director of Tourism & Community Development, Town of Front Royal, 102 E. Main St. / P.O. Box 1560, Front Royal, Virginia 22630, Phone: 540-631-3615, Fax: 540-631-2727, Virginia Relay: 711, Email: fhart@frontroyalva.com, who has been designated to coordinate Section 504 compliance efforts.

1. A complaint should be filed in writing or verbally containing the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
2. A complaint should be filed within 30 days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis).
3. An investigation, as may be appropriate, shall follow a filing of a complaint. Ms. Felicia Hart, Director of Tourism & Community Development, will conduct the investigation. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint. Under 24 CFR 8.53 (b), the Town of Front Royal need not process complaints from applicants for employment or from applicants for admission to housing.
4. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Ms. Felicia Hart, Director of Tourism & Community Development, and a copy forwarded to the complainant no later than 30 days after its filing.
5. The Section 504 coordinator shall maintain the files and records of the Town of Front Royal relating to the complaints filed.
6. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within 30 days to Ms. Felicia Hart, Director of Tourism & Community Development.
7. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
8. These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards, and to assure that the Town of Front Royal complies with Section 504 and the HUD regulations.

Date:

For the Town of Front Royal, Virginia

Hollis L. Tharpe
Mayor

Attest:

Joseph E. Waltz
Town Manager

Approved as to Form:

Douglas W. Napier
Town Attorney

7C



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 7(C)

Meeting Date: April 23, 2018

Agenda Item: COUNCIL APPROVAL – Bid for Curb and Gutter Installation

Summary: Council is requested to approve a bid from Lantz Construction of Winchester in the amount of \$110,920.00 for the installation of curb and gutter for the Highway Maintenance Department.

Budget/Funding: VDOT Highway Maintenance Line Maintenance FY18 budget line item 4500-47941 "Concrete Reconstruction"

Attachments: Memos from Director of Finance and Supervisor of Streets & Concrete and Quotation Tabulation

Meetings: N/A

Staff

Recommendation: Approval ☒ Denial ☐

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a bid from Lantz Construction of Winchester in the amount of \$110,920.00 for the installation of curb and gutter for the Highway Maintenance Department.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



MEMORANDUM

Date: April 17, 2018
To: Tina Presley, Administrative Assistant
Jennifer Berry, Clerk of Council
From: B. J. Wilson; Director of Finance
RE: Agenda Item

On Wednesday, April 11, 2018, I held a bid opening for installation of curb and gutter for the Highway Maintenance Department. I received seven (7) responses to this bid (see attached tabulation sheet). Due to the dollar amount, I will need Town Council approval to place this order. Please add this item to the April 23rd Council agenda for their action.

Staff recommends the award for the purchase of installation of curb and gutter be made to Lantz Construction of Winchester for a total purchase cost of \$110,920.00.

Funding for this purchase is available in the V-dot Highway Maintenance Line Maintenance FY18 budget line item 4500-47941 "Concrete Reconstruction" in the amount of \$110,920.00.



Town of Front Royal

Public Works

MEMORANDUM

TO: BJ Wilson, Director of Finance

FROM: Steve Scheulen, Supervisor of Streets & Concrete

DATE: April 17, 2018

SUBJECT: Curb and Gutter Recommendation

Public Works has reviewed the tabulations from the curb and gutter bid and has no objections in proceeding with award to Lantz Construction of Winchester, Va. The department has the funding to cover the cost of \$110,920.00. We will provide a budget transfer in the amount of \$10,150.00 from 4500-5471 to 4500-7941.

Thanks,

Steve Scheulen
Supervisor of Streets & Concrete
Town of Front Royal

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: CURB & GUTTER

Quotation #11

Date: April 11, 2018

Mailed 10

Replied 7

Vendor Quotation							
	Lantz Construction of Winchester	Arthur Construction	M & F Concrete	Pastore Construction LLC	Gull Corporation	Finley Asphalt	Ashburn Contracting Corp
	Winchester	Dulles, Va.	Manassas, Va	Front Royal	Leesburg, VA	Bristow, Va	Sterling Va
QUANTITY	QUOTATION	QUOTATION	QUOTATION	QUOTATION	QUOTATION	QUOTATION	QUOTATION
FURNISH AND INSTALL ALKYD THERMOPLASTIC PAVEMENT MARKING MATERIALS:							
CG-6 TYPE CURB & GUTTER (PER LINEAR FOOT) APPROX. 2,000 LINEAR FEET	\$32.00 \$ 64,000.00	\$35.00 \$ 70,000.00	\$30.00 \$ 60,000.00	\$56.42 \$ 112,840.00	\$45.00 \$ 90,000.00	\$ 41.21 \$ 82,420.00	\$ 45.00 \$ 90,000.00
DRIVE WAY APRONS (PER SQUARE FOOT) APPROX. 6,480 SQ FEET	\$6.50 \$ 42,120.00	\$9.50 \$ 61,560.00	\$11.00 \$ 71,280.00	\$6.09 \$ 39,463.20	\$10.00 \$ 64,800.00	\$14.67 \$ 95,061.60	\$14.00 \$ 90,720.00
HANDICAP RAMPS (EACH) QUANTITY 4	\$1,200.00 \$ 4,800.00	\$2,000.00 \$ 8,000.00	\$2,500.00 \$ 10,000.00	\$1,789.00 \$ 7,156.00	\$840.00 \$ 3,360.00	\$1,750.00 \$ 7,000.00	\$3,200.00 \$ 12,800.00
Discount							
Net Quotation	\$110,920.00	\$139,560.00	\$141,280.00	\$159,459.20	\$158,160.00	\$184,481.60	\$193,520.00
Terms							

The above proposals verified to specifications and compliance with terms and conditions.

Witness

Witness

Purchasing Agent

TOWN OF FRONT ROYAL, VIRGINIA

We are requesting price quotations on the items listed below.

Deliver to F.O.B. TOWN OF FRONT ROYAL

Delivery to be made by hand 4/11/2018 by 2:00pm

Please use this form. Terms Net 30

Quotations will be opened at the Purchasing Office:

2:00 P.M., WEDNESDAY, APRIL 11, 2018

PLEASE NOTE: In the event that the Town of Front Royal Purchasing Office is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipt of bids, the published due date will default to the same time on the next open business day.

QUOTATION #11

RETURN ADDRESS

Director of Finance
Quote No. 11
Town of Front Royal
102 E Main St
P.O. Box 1560
Front Royal, Va. 22630

Item	Quotation
INSTALLATION OF CURB AND GUTTER PER ATTACHED SPECIFICATIONS	
INSTALLATION OF CG-6 TYPE CURB & GUTTER (APPROX. 2,000 LINEAR FEET)	\$ 32.00 Per L.F.
INSTALLATION OF 8 DRIVEWAY APRONS (APPROX. 6,480 SQUARE FEET)	\$ 6.50 Per S.F.
INSTALLATION OF 4 ADA HANDICAP RAMPS	\$ 1,200.00 Each
NO FAX OR EMAIL QUOTES ACCEPTED	

Quotations above are subject to
all requirements stated herein.

Lantz Construction Company
of Winchester, Inc.

Vendor

221 Aviation Drive

Address

Winchester, VA 22602

City - State - Zip Code

Signature

Steven L. Diehl, Vice President

Printed Name

The right is reserved to reject any or all
proposals submitted. Also, privilege is
granted the Town to purchase any part of
the whole of the items listed unless
otherwise stated on this form by the Vendor.

Thank You.

B. J. Wilson, V.C.A.

Director of Finance

Phone: (540) 635 - 7799

Fax: (540) 635 - 2298

bwilson@frontroyalva.com

7D



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(D)

Meeting Date: April 23, 2018

Agenda Item: COUNCIL APPROVAL – Resolution Urging Valley Health to Reconsider Closing Its Labor and Delivery Services at Warren Memorial Hospital

Summary: Council is requested to approve a resolution urging Valley Health to reconsider its announced closing of its Labor and Delivery Services at Warren Memorial Hospital in the Town of Front Royal, as presented.

Budget/Funding: None

Attachments: Resolution

Meetings: Council requested this resolution to be placed on tonight's agenda at their April 9, 2018 Regular Meeting.

Staff

Recommendation: Approval ✓ Denial _____

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move the Town Council approve a Resolution urging Valley Health to reconsider its announced closing of its Labor and Delivery Services at Warren Memorial Hospital in the Town of Front Royal, as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW

**RESOLUTION URGING VALLEY HEALTH SYSTEM
TO RECONSIDER ITS ANNOUNCED CLOSING
OF ITS LABOR AND DELIVERY SERVICES
AT WARREN MEMORIAL HOSPITAL
IN THE TOWN OF FRONT ROYAL, VIRGINIA**

WHEREAS, Valley Health System is the parent organization of Warren Memorial Hospital; and

WHEREAS, Warren Memorial Hospital is the only hospital in the Town of Front Royal and the County of Warren, Virginia, and is the only hospital labor and delivery birthing center in Front Royal and Warren County; and

WHEREAS, Valley Health System has announced its decision to discontinue the services of the labor and delivery birthing center at the current Warren Memorial Hospital on May 1, 2018, and to not construct a labor and delivery birthing center at the new Warren Memorial Hospital to be built in Front Royal, application for rezoning for which is currently pending before the Town Council of the Town of Front Royal; and

WHEREAS, while overall the Town Council of the Town of Front Royal enthusiastically supports the rezoning request of Valley Health System for a new Warren Memorial Hospital facility, Town Council has had factual evidence presented to it that the expected closure of the labor and delivery birthing center at Warren Memorial Hospital will have a number of detrimental effects on the residents of the Town of Front Royal, the County of Warren, and surrounding communities, including contributions to increases in premature births, increases in gestation and pregnancy complications, developmental complications and problems in infants, slower emergency response and transport times both during pregnancy and delivery, health risks and problems to mothers, potential losses to health care providers in Front Royal due to relocation to the City of Winchester or elsewhere where labor and birthing centers are still provided, potential detrimental financial side effects to Front Royal and Warren County as compared to if a hospital labor and birthing center was still provided, and other deleterious side effects; and

WHEREAS, Town Council heard credible evidence by a practicing medical doctor that Warren Memorial Hospital performed 389 live births in its existing birthing center in 2017, a not insubstantial number of infant births, and the Town of Front Royal and the County of Warren are a constantly growing community, and expected to continue to grow vigorously into the foreseeable future.

WHEREAS, hospital services for women and children's health care needs help provide critical public health care needs and services, one which has existed in the Town of Front Royal and the County of Warren for over seventy (70) years.

NOW, THEREFORE, BE IT RESOLVED, that the Front Royal Town Council continues to welcome Valley Health System and Warren Memorial Hospital into our community, but urges Valley Health System and Warren Memorial Hospital to reconsider their decision to discontinue the labor and birthing center at both the existing and the new Warren Memorial Hospital, and Town Council looks forward to a partnership with Valley Health System and Warren Memorial Hospital doing all they can to benefit the women, mothers and babies in our community and all our citizens for many years into the future.

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2018, upon the following recorded vote:

APPROVED:

Hollis L. Tharpe, Mayor

Town Council Members:

John P. Connolly _____ Gary Gillispie _____

Jacob Meza _____ William A. Sealock _____

Christopher Morrison _____ Eugene R. Tewalt _____

Attest:

Jennifer E. Berry, CMC, Clerk of Council

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____ / ____ / ____

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**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 8

Meeting Date: April 23, 2018

Agenda Item: PUBLIC HEARING – Ordinances to Amend Town Code Sections 134-22.1.C and 134-31.1.C (Water & Sewer Service Rates) in the Route 522 North Corridor (*1st Reading*)

Summary: Council is requested to affirm on its first reading an Ordinance to amend and re-enact Front Royal Town Code Sections 134-22.1.C and 134-31.1.C (Water and Sewer Service Rates), as presented. If approved/adopted at the second reading the ordinances will be amended to include the following: in the Route U.S. North Corridor Area (Corridor), commercial and industrial users of Town water and sewer services, in order to obtain such services, will pay in-town rates, plus a fee equal to a Payment-In-Lieu-of-(Town) Taxes ("PILOT fees) (but not payment of tax meals and lodging taxes); to expand the Corridor area to include Crooked Run West, which contains tax map parcel numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres.; and, to include a copy of the Town's amended PILOT utility agreement which users of Town municipal water and sewer in the Corridor will have to sign in order to obtain such utility services, as presented.

Budget/Funding: None

Attachments: Ordinances as amended for water and sewer (134-22.1.C and 134-31.1.C)

Meetings: Work Session held April 16, 2018

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading an Ordinance to amend and re-enact Front Royal Town Code Sections 134-22.1.C and 134-31.1.C (Water and Sewer Service Rates), as presented.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW

**AN ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE
SECTION 134-22.1.C PERTAINING TO SANITARY SEWER SERVICE RATES IN THE
ROUTE 522 NORTH CORRIDIOR**

134-22.1 SANITARY SEWER SERVICE RATES

C. The rates for sanitary sewer service usage furnished outside of the limits of the Town of Front Royal:

(i) One hundred percent (100%) more than the in-town rates as provided above, for areas not in the “U.S. Routes 522/340 Corridor Area, or “Route 522 Corridor Area”, or “Corridor Area”, hereinafter, “Corridor Area”, as described and defined in subparagraph (ii) below.

(ii) (a.) In the “Corridor Area”, commercial users (“Users”) of Town sanitary sewer service usage shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial sanitary sewer users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town’s meals and lodging taxes, as hereinafter set forth) and license fees the User would pay to the Town if User’s premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or “PILOT fees” (“Payments In Lieu of [Town] Taxes fees”). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town’s meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User’s customers, collected by User and paid to the Town, as if User was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1st each calendar year, User shall file with the Town a statement (“Statement”) of User’s previous year’s taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User’s annual taxes or taxes collected and license fees would be if User were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to User’s monthly bill for services.

(b.) If a commercial User in the Corridor Area is new to Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

(c.) The Corridor Area was originally described and defined in the "Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services", dated August 9, 1999, and as further ratified by "Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren", said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No.CL97000225. The Corridor Area originally is described and defined as being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

(d.) Users in the Corridor Area, in order to use Town public water and sanitary sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and Sewage Service Agreement which contains provisions for "payments in lieu of taxes" fees, or "PILOT Fee Agreement", which PILOT Fee Agreements shall be in substantially the following form:

TOWN OF FRONT ROYAL, VIRGINIA

OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT

(Warren County Commercial/Industrial Freehold Users)

*This Out-of-Town Water and Sewage Service Agreement ("Agreement"), is made this ____ day of _____, 20____, by and between the **Town of Front Royal, Virginia** ("Town")*

and _____ LLC ("User"), owner of commercial/industrial property commonly known as _____, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _____, Page _____, as instrument # _____, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. _____ ("Property").

WHEREAS, the Town is authorized, pursuant to §§15.2-2119 and 15.2-2143 of the Code of Virginia, to operate outside of its boundaries, with the concurrence of the affected county, sewer services and water supply systems, and to contract for the use of such systems and services, and

WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services ("Services") to commercial and industrial users ("Users") located outside of its boundaries, and

WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town, and

WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection ("tap") to the Town's service mains ("service location"), and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134.31 of the Code of the Town of Front Royal, Virginia.

NOW THEREFORE, in consideration of Town Work Order No. _____, incorporated herein by this reference, creating a service location for User, and of providing Services to User and/or such other good and valuable consideration, receipt of which is hereby acknowledged, User agrees to the following, which shall be binding upon User and User's successors in interest, lessees, and assigns:

1. SERVICE ACCOUNT AND DEPOSIT

Account

Upon execution of this Agreement, The Town's Department of Finance will open a service billing account ("Account") for User's service location and shall bill User for usage of Services supplied to such service location as determined by metering at User's master meter. If User has tenants using Services supplied via the same service location, User's usage shall be reduced by the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub meters.

Deposit Amount

User shall pay to Town a deposit ("deposit") to secure payment for Services. For an existing commercial/industrial service location at the property, the deposit required for Town Services shall be an amount equal to the highest monthly bill for that service location during the preceding twelve months of Services, or Two Hundred and Fifty Dollars (\$250.00), whichever is greater.

For a newly created commercial/industrial service location at the property, the Town's Department of Finance shall establish the required deposit at an amount estimated to equal to the User's anticipated average monthly bill for Services.

Payment of Deposit, Interest and Refunds

Payment of the deposit is due upon the earlier of the execution of the Town's service work order or the execution of this Agreement, and shall be held by Town in an interest-bearing account.

The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.

2. COMPLIANCE WITH LAW

User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, connection fees, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.

3. OUT-OF-TOWN COMMERCIAL RATES AND FEES

User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes,) and license fees the User would pay to the Town if User's Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town ("PILOT fees" or "Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes, and hereinafter set forth) and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.

If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

4. VERIFICATION OF FEES

For three years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.

5. PAYMENTS

Due Date – Interest, Fees and Charges

- A. User shall pay for water and sanitary sewer services provided by Town.
- B. All payments on Accounts shall be due at Town's Department of Finance by the close of business within twenty (20) days of the date of billing. Accounts for which full payment is not received within twenty (20) days, are delinquent. The Director of Finance shall notify the User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.
- C. If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of Ten Dollars (\$10.00) shall be charged to the Account and interest shall commence accruing at the rate of interest permitted on omitted taxes and assessments under the "Underpayment Rate" established pursuant to § 6621 (a) (2) of the Internal Revenue Code plus two percent.
- D. If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. User shall have a right to request a hearing before the Finance Director during said ten (10) business day period to object to cessation of utility

service, during which hearing said User may present evidence to support User's position as to why utility service ought not to be disconnected for cause.

- E. A service charge will be required to reconnect services on an Account that has had Services terminated for non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$20.00 for the first time; 1st; \$30.00 for the second time; and \$40.00 for the third time. At all other times other than normal business hours, the reconnection fee shall be one and one-half (1 ½) the reconnection fee during normal business hours.
- F. If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.
- G. Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than \$25 be placed against the property.

Place of Payment

Payments shall be made by: 1) mail to Department of Finance, 102 E. Main Street, P.O. Box 1560, Front Royal, Virginia 22630, 2) deposit at the deposit box in the rear of the Town Hall, 3) delivery in person at the Town Hall, or 4) delivery to a designated bank.

Allocation of Payments

User recognizes and accepts that during a delinquency in the payment for services, any subsequent payment received will be applied first against the most delinquent Account balance.

6. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY

Grounds for Termination of Service

Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.

Notice

The Director will notify the User at User's billing address (_____), in writing, of all delinquencies, failures to comply with the terms of this Agreement, imminent service termination, and the right to contest as set forth below. The foregoing notwithstanding, the Town reserves the right to terminate Services as provided by Section 134-43 of the Code of the Town of Front Royal, Virginia. Notice of imminent service termination may be posted on the door of the premise at the service location with the delinquent Account, unless User and Town have previously agreed in writing to a different arrangement as to such notice.

Disconnection of Service

If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within Ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. Notwithstanding the foregoing, no services shall be terminated prior to the date set by the Town for a contest hearing as set forth in paragraph 5. D., above.

Conditions for Reconnection of Service

Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.

7. RETURNED CHECK POLICY

If a check for payment on the Account is returned to the Town by its bank unpaid for any reason, the Director of Finance shall notify the User in the same manner as provided above. Unless payment in full, plus a \$35.00 returned check service charge, is received by the Director by the close of business three days after the date of the notice, in addition to any rights allowed under State law, Services to the User's service location shall be terminated. If the User presents

the Town with more than two (2) returned checks during any twelve (12) month period, payment by check, other than in the form of cashier's check or certified check, will no longer be accepted.

8. USE, INSTALLATION, AND INSPECTIONS

The User further agrees to the following conditions: (1) The User shall extend service via mains and/or laterals from the Town's existing mains, with no new main construction required by the Town; (2) Extension of mains and the easements necessary for their installation and maintenance may be required to be dedicated and conveyed to the Town, such facilities and real property interests shall be accepted into the Town's system when they meet such standards and requirements as the Town may determine; (3) The User shall secure any necessary easement(s) for extension of laterals, with the easement(s) to include a clause allowing the Town to inspect the lines as required to ensure proper maintenance; (4) All construction must meet the Town's water and/or sewer construction standards; (5) The User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer connection tap fees. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.

9. RIGHTS OF WAY / EASEMENTS

User agrees to execute and convey, upon request of Town, any and all rights of way and/or easements in favor of Town, in recordable form, necessary to perfect in Town the right to place, maintain and inspect any mains, laterals, lines, pipes, valves, meters and other infrastructure over, under and/or across the property necessary to supply and bill for water and sewage services to User and User's tenants, if any. User agrees to pay the filing fee(s) for the recordation of any such rights of way and/or easements in the Circuit Court for Warren County. Any such filing fees will be billed to User.

10. COMMISSION ON LOCAL GOVERNMENT

In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.

11. REPRESENTATIONS

By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel, that User is the owner of the premises to which this Agreement relates, that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.

USER

By: _____ DATE: ____/____/____

Member

Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.

STATE OF _____

COUNTY OF _____, TO-WIT:

I, _____, a Notary Public in and for the State of _____, do hereby certify that _____, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid.

Given under my hand this ____ day of _____, 20__.

My Commission Expires

Notary Public

TOWN OF FRONT ROYAL, VIRGINIA

By: _____ Approved as to form:

Town Manager

Town Attorney

This ordinance shall become effective upon passage.

APPROVED:

Hollis L. Tharpe, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2018, upon the following recorded vote:

Eugene R. Tewalt	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Christopher S. Morrison	Yes/No
John P. Connolly	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on _____, 2018, having been advertised in the Northern Virginia Daily on _____, 2018, and _____, 2018. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2018, to become effective immediately.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

**AN ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE
SECTION 134-31.1.C PERTAINING TO WATER SERVICE RATES IN THE ROUTE
522 NORTH CORRIDIOR**

134-31.1 WATER SERVICE RATES

C. The rates for water service usage furnished outside of the limits of the Town of Front Royal:

(i) One hundred percent (100%) more than the in-town rates as provided above, for areas not in the “U.S. Routes 522/340 Corridor Area, or “Route 522 Corridor Area”, or “Corridor Area”, hereinafter, “Corridor Area”, as described and defined in subparagraph (ii) below.

(ii) (a.) In the “Corridor Area”, commercial users (“Users”) of Town water services shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town’s meals and lodging taxes, as hereinafter set forth) and license fees the User would pay to the Town if User’s premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or “PILOT fees” (“Payments In Lieu of [Town] Taxes fees”). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town’s meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User’s customers, collected by User and paid to the Town, as if User was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1st each calendar year, User shall file with the Town a statement (“Statement”) of User’s previous year’s taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User’s annual taxes or taxes collected and license fees would be if User were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to User’s monthly bill for services.

(b.) If a commercial User in the Corridor Area is new to Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

(c.) The Corridor Area was originally described and defined in the "Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services", dated August 9, 1999, and as further ratified by "Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren", said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No.CL97000225. The Corridor Area originally is described and defined as being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

(d.) Users in the Corridor Area, in order to use Town public water and sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and Sewage Service Agreement which contains provisions for "payments in lieu of taxes" fees, or "PILOT Fee Agreement", which PILOT Fee Agreements shall be in substantially the following form:

TOWN OF FRONT ROYAL, VIRGINIA

OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT

(Warren County Commercial/Industrial Freehold Users)

*This Out-of-Town Water and Sewage Service Agreement ("Agreement"), is made this _____ day of _____, 2_____, by and between the **Town of Front Royal, Virginia** ("Town")*

and _____ LLC ("User"), owner of commercial/industrial property commonly known as _____, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _____, Page _____, as instrument # _____, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. _____ ("Property").

WHEREAS, the Town is authorized, pursuant to §§15.2-2119 and 15.2-2143 of the Code of Virginia, to operate outside of its boundaries, with the concurrence of the affected county, sewer services and water supply systems, and to contract for the use of such systems and services, and

WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services ("Services") to commercial and industrial users ("Users") located outside of its boundaries, and

WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town, and

WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection ("tap") to the Town's service mains ("service location"), and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134.31 of the Code of the Town of Front Royal, Virginia.

NOW THEREFORE, in consideration of Town Work Order No. _____, incorporated herein by this reference, creating a service location for User, and of providing Services to User and/or such other good and valuable consideration, receipt of which is hereby acknowledged, User agrees to the following, which shall be binding upon User and User's successors in interest, lessees, and assigns:

1. SERVICE ACCOUNT AND DEPOSIT

Account

Upon execution of this Agreement, The Town's Department of Finance will open a service billing account ("Account") for User's service location and shall bill User for usage of Services supplied to such service location as determined by metering at User's master meter. If User has tenants using Services supplied via the same service location, User's usage shall be reduced by the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub meters.

Deposit Amount

User shall pay to Town a deposit ("deposit") to secure payment for Services. For an existing commercial/industrial service location at the property, the deposit required for Town Services shall be an amount equal to the highest monthly bill for that service location during the preceding twelve months of Services, or Two Hundred and Fifty Dollars (\$250.00), whichever is greater.

For a newly created commercial/industrial service location at the property, the Town's Department of Finance shall establish the required deposit at an amount estimated to equal to the User's anticipated average monthly bill for Services.

Payment of Deposit, Interest and Refunds

Payment of the deposit is due upon the earlier of the execution of the Town's service work order or the execution of this Agreement, and shall be held by Town in an interest-bearing account.

The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.

2. COMPLIANCE WITH LAW

User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, connection fees, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.

3. OUT-OF-TOWN COMMERCIAL RATES AND FEES

User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes,) and license fees the User would pay to the Town if User's Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town ("PILOT fees" or "Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes, and hereinafter set forth) and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.

If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

4. VERIFICATION OF FEES

For three years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.

5. PAYMENTS

Due Date – Interest, Fees and Charges

- A. User shall pay for water and sanitary sewer services provided by Town.
- B. All payments on Accounts shall be due at Town's Department of Finance by the close of business within twenty (20) days of the date of billing. Accounts for which full payment is not received within twenty (20) days, are delinquent. The Director of Finance shall notify the User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.
- C. If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of Ten Dollars (\$10.00) shall be charged to the Account and interest shall commence accruing at the rate of interest permitted on omitted taxes and assessments under the "Underpayment Rate" established pursuant to § 6621 (a) (2) of the Internal Revenue Code plus two percent.
- D. If such owner does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. User shall have a right to request a hearing before the Finance Director during said ten (10) business day period to object to cessation of utility

service, during which hearing said User may present evidence to support User's position as to why utility service ought not to be disconnected for cause.

- E. A service charge will be required to reconnect services on an Account that has had Services terminated for non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$20.00 for the first time; 1st; \$30.00 for the second time; and \$40.00 for the third time. At all other times other than normal business hours, the reconnection fee shall be one and one-half (1 ½) the reconnection fee during normal business hours.
- F. If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.
- G. Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than \$25 be placed against the property.

Place of Payment

Payments shall be made by: 1) mail to Department of Finance, 102 E. Main Street, P.O. Box 1560, Front Royal, Virginia 22630, 2) deposit at the deposit box in the rear of the Town Hall, 3) delivery in person at the Town Hall, or 4) delivery to a designated bank.

Allocation of Payments

User recognizes and accepts that during a delinquency in the payment for services, any subsequent payment received will be applied first against the most delinquent Account balance.

6. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY

Grounds for Termination of Service

Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.

Notice

The Director will notify the User at User's billing address (_____), in writing, of all delinquencies, failures to comply with the terms of this Agreement, imminent service termination, and the right to contest as set forth below. The foregoing notwithstanding, the Town reserves the right to terminate Services as provided by Section 134-43 of the Code of the Town of Front Royal, Virginia. Notice of imminent service termination may be posted on the door of the premise at the service location with the delinquent Account, unless User and Town have previously agreed in writing to a different arrangement as to such notice.

Disconnection of Service

If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within Ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. Notwithstanding the foregoing, no services shall be terminated prior to the date set by the Town for a contest hearing as set forth in paragraph 5. D., above.

Conditions for Reconnection of Service

Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.

7. RETURNED CHECK POLICY

If a check for payment on the Account is returned to the Town by its bank unpaid for any reason, the Director of Finance shall notify the User in the same manner as provided above. Unless payment in full, plus a \$35.00 returned check service charge, is received by the Director by the close of business three days after the date of the notice, in addition to any rights allowed under State law, Services to the User's service location shall be terminated. If the User presents

the Town with more than two (2) returned checks during any twelve (12) month period, payment by check, other than in the form of cashier's check or certified check, will no longer be accepted.

8. USE, INSTALLATION, AND INSPECTIONS

The User further agrees to the following conditions: (1) The User shall extend service via mains and/or laterals from the Town's existing mains, with no new main construction required by the Town; (2) Extension of mains and the easements necessary for their installation and maintenance may be required to be dedicated and conveyed to the Town, such facilities and real property interests shall be accepted into the Town's system when they meet such standards and requirements as the Town may determine; (3) The User shall secure any necessary easement(s) for extension of laterals, with the easement(s) to include a clause allowing the Town to inspect the lines as required to ensure proper maintenance; (4) All construction must meet the Town's water and/or sewer construction standards; (5) The User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer connection tap fees. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.

9. RIGHTS OF WAY / EASEMENTS

User agrees to execute and convey, upon request of Town, any and all rights of way and/or easements in favor of Town, in recordable form, necessary to perfect in Town the right to place, maintain and inspect any mains, laterals, lines, pipes, valves, meters and other infrastructure over, under and/or across the property necessary to supply and bill for water and sewage services to User and User's tenants, if any. User agrees to pay the filing fee(s) for the recordation of any such rights of way and/or easements in the Circuit Court for Warren County. Any such filing fees will be billed to User.

10. COMMISSION ON LOCAL GOVERNMENT

In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.

11. REPRESENTATIONS

By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel, that User is the owner of the premises to which this Agreement relates, that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.

USER

By: _____ DATE: ____/____/____

Member

Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.

STATE OF _____

COUNTY OF _____, TO-WIT:

I, _____, a Notary Public in and for the State of _____, do hereby certify that _____, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid.

Given under my hand this ____ day of _____, 20__.

My Commission Expires

Notary Public

TOWN OF FRONT ROYAL, VIRGINIA

By: _____ Approved as to form:

Town Manager

Town Attorney

This ordinance shall become effective upon passage.

APPROVED:

Hollis L. Tharpe, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2018, upon the following recorded vote:

Eugene R. Tewalt	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Christopher S. Morrison	Yes/No
John P. Connolly	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on _____, 2018, having been advertised in the Northern Virginia Daily on _____, 2018, and _____, 2018. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2018, to become effective immediately.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

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**Town of Front Royal, Virginia
Council Agenda Statement**

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Item No. 9

Meeting Date: April 23, 2018

Agenda Item: PUBLIC HEARING – Annual Appropriation Ordinance for FY2018-2019 Budget (*1st Reading*)

Summary: Council is requested to affirm on its first reading the Town's Annual Appropriation Ordinance for the FY2018-2019 Budget effective July 1, 2018 through June 30, 2019, as proposed.

Budget/Funding: None

Attachments: Appropriation Ordinance

Meetings: Work Sessions held January 2, February 5 and 20, March 5, April 2 and 16, 2018

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading of the Town's Annual Appropriation Ordinance for the FY2018-2019 Budget effective July 1, 2018 through June 30, 2019, as proposed.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



Town of Front Royal, Virginia



ANNUAL APPROPRIATION ORDINANCE

AN ORDINANCE ESTABLISHING THE BUDGET FOR THE TOWN OF FRONT ROYAL, VIRGINIA FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019 APPROPRIATING FUNDS FOR PUBLIC PURPOSES FOR SUCH FISCAL YEAR; CONFIRMING AND CONTINUING ALL ORDINANCES OF THE TOWN OF FRONT ROYAL, VIRGINIA RELATING TO TAXES, LICENSES, FEES, SERVICE CHARGES, COSTS AND OTHER CHARGES AND ALL ORDINANCES RELATING TO THE TIME OF PAYMENT THEREOF AND COLLECTION THEREOF, EXCEPT AS HEREIN SPECIFICALLY MODIFIED

BE IT ORDAINED by the Council of the Town of Front Royal, Virginia as follows:

BUDGET EXPENDITURES

The following budget incorporated by reference, totaling **\$46,006,355** for the Town of Front Royal, Virginia for the fiscal year beginning July 1, 2018 and ending June 30, 2019 is hereby proposed, proposed, and adopted:

(See Attached **BUDGET SUMMARY** and **Town Manager's FY2018-2019 Budget** for details, incorporated by reference)

BUDGET REVENUES

Public revenues of the Town of Front Royal, Virginia are hereby appropriated for public purposes for the fiscal year beginning July 1, 2018 and ending June 30, 2019, as set forth in the appropriate Section of such budget.

TAX RATES

The tax rate for all real estate and for all real property and improvements located within the Town of Front Royal subject to tax established by Town Council in Town Code Chapter 75-44.

PERSONAL PROPERTY TAX RELIEF & PRORATION

When any motor vehicle, trailer, or boat is sold and removed from the Town limits after January 1, the tax shall be relieved through proration on a monthly basis, and the appropriate amount of tax refunded if such tax has already been paid, upon application by the owner to the Commission of the Revenue and notice has been provided to the Commonwealth of Virginia Department of Motor Vehicles; however, no refund shall be made if the motor vehicle, trailer, or boat is moved within the Commonwealth to a non-prorating locality. Requests for relief refunds must be made no later than three (3) years from the last day of the tax year during which the motor vehicle, trailer, or boat was sold, had its title transferred, or was removed from the Town limits. No refund of less than five dollars (\$5.00) shall be issued. If a motor vehicle, trailer, or boat is acquired or moved into the Town limits after January 1, the tax shall be assessed for the remainder of the tax year. Such tax

shall be prorated on a monthly basis. For purposes of proration, a period of more than one-half of a month shall be counted as a full month and a period of less than one-half of a month shall not be counted. All requests for relief or proration shall be filed in compliance with the Warren County Code.

RATES & FEES

The licenses, fees, services charges, costs, and other charges established by Town Council in the Town Code and as identified in the budget to generate the revenues for the Town are hereby confirmed and appropriated for public purposes.

AUTHORIZATION

The Town Manager is hereby authorized to pursue revenue collection and expenditure of public funds in pursuit of fulfilling the budget as conforming to the adopted Town Council Fiscal Policies and Procurement Manual. The Town Manager is further authorized to withhold or postpone the expenditure of any funds appropriated by and in this Ordinance when it appears to the Town Manager that it would be in the best interest of the Town for such expenditure to be withheld; but, this provision shall not in any way limit or restrict the right of the Council of the Town of Front Royal, Virginia, in its sole discretion to the fullest extent permitted by law, to direct immediate disbursement of any appropriated funds when the Council of the Town of Front Royal, Virginia, is of the opinion that the funds should be expended regardless of the position or action of the Town Manager. The Town Manager is authorized to transfer monies between line items and categories within the budgeted appropriations.

CONFLICT

Any Ordinance in conflict with this Ordinance is hereby repealed to the extent and only to the extent that such conflict exists. However, all Ordinances not in conflict with this Ordinance shall continue in effect, including specifically all Ordinances of the Town of Front Royal, Virginia relating to taxes, licenses, fees, service charges, costs and payment, and collection thereof continuing in effect except as herein specifically modified.

CONTINUITY

If any part of this Ordinance is found to be invalid by competent authority, the remaining portions of this Ordinance shall continue in effect to the fullest extent permitted by law.

EFFECTIVE DATE

This Ordinance shall become effective July 1, 2018.

Adopted this ____this day of May, 2018

APPROVED:

Hollis L. Tharpe, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2018, upon the following recorded vote:

Eugene R. Tewalt	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Christopher S. Morrison	Yes/No
John P. Connolly	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on _____, 2018, having been advertised in the Northern Virginia Daily on _____, 2018, and _____, 2018. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2018, to become effective immediately.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

TOWN OF FRONT ROYAL, VIRGINIA
BUDGET SUMMARY FOR FISCAL YEAR ENDING JUNE 30, 2018

GENERAL FUND EXPENDITURES

General Government	\$1,025,920
Financial Administration	\$911,075
Legal Services	\$372,255
Public Safety	\$5,059,840
General Property Maintenance	\$1,142,250
Planning & Zoning Administration - Including Boards & Commissions	\$549,570
Risk Management & Insurances	\$899,895
Economic Development	\$9,065
Information Technology	\$613,840
Transfers & Contingency Reserves	\$380,445
TOTAL GENERAL FUND EXPENDITURES	\$10,964,155

STREET FUND EXPENDITURES

Environmental Services & Inspections	\$436,435
State Highway Maintenance System	\$1,795,080
TOTAL STREET FUND EXPENDITURES	\$2,231,515

ECONOMIC DEVELOPMENT & DESIGNATED FUNDS EXPENDITURES

Debt Obligation - Economic Development	\$141,400
Community Development Projects	\$531,200
Asset Forfeitures - Public Safety	\$12,000
TOTAL ECONOMIC & DESIGNATED FUND EXPENDITURES	\$684,600

ELECTRIC FUND EXPENDITURES

Operations	\$2,375,790
Purchase of Electricity	\$15,710,650
Transfer to General Fund and/or Contingency Fund	\$1,950,000
TOTAL ELECTRIC FUND EXPENDITURES	\$20,036,440

WATER FUND EXPENDITURES

Administration	\$132,890
Water Plant Operations	\$1,650,855

Line Maintenance Operations	\$1,223,085
Meter Reading	\$511,810
Debt Service	\$1,078,545
Transfer to General Fund and/or Contingency Fund	\$509,000

TOTAL WATER FUND EXPENDITURES	\$5,106,185
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SEWER FUND EXPENDITURES

Administration	\$129,945
Wastewater Plant Operations	\$1,947,485
Line Maintenance Operations	\$977,285
Debt Service	\$2,241,275
Transfer to General Fund and/or Contingency Fund	\$587,000

TOTAL SEWER FUND EXPENDITURES	\$5,882,990
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SOLID WASTE FUND EXPENDITURES

Operations	\$1,015,470
Transfer to General Fund and/or Contingency Fund	\$85,000

TOTAL SOLID WASTE FUND EXPENDITURES	\$1,100,470
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TOTAL ALL FUND EXPENDITURES	\$46,006,355
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GENERAL FUND REVENUE

Real Estate Property Tax	\$903,130
Public Service Property Tax & Tax Penalties	\$55,500
Personal Property Tax	\$648,410
Other Local Taxes	\$5,262,100
Permits & Fees	\$28,000
Fines & Forfeitures	\$180,000
Use of Money & Property	\$57,045
Public Right-of-Ways Use Fees	\$1,100
Intergovernmental	\$636,820
Interfund Transfers	
Electric Fund	\$1,950,000
Water Fund	\$509,000

Sewer Fund	\$587,000
Solid Waste Fund	\$85,000
Miscellaneous Receipts	\$61,050
TOTAL GENERAL FUND REVENUE	\$10,964,155

STREET FUND REVENUE

State Highway Maintenance Funds	\$1,956,320
Use of Money & Property	\$21,500
Street, Curb, & Gutter Assessments	\$23,250
Transfer from General Fund	\$230,445
TOTAL STREET FUND REVENUE	\$2,231,515

ECONOMIC DEVELOPMENT & DESIGNATED FUNDS REVENUE

Real Estate Property Tax - Economic Development	\$141,400
Asset Forfeiture & Grant Funding	\$12,000
Real Estate Property Tax - Community Development	\$531,200
TOTAL ECONOMIC & DESIGNATED FUNDS REVENUE	\$684,600

ELECTRIC FUND REVENUE

Use of Money & Property	\$114,000
Connection Fees	\$75,000
Internal Loan	\$150,000
Sale of Services	\$19,656,440
Miscellaneous Receipts	\$41,000
TOTAL ELECTRIC FUND REVENUE	\$20,036,440

WATER FUND REVENUE

Use of Money & Property	\$42,000
Antenna Rentals	\$99,075
Sale of Services	\$4,738,225
Connection Fees	\$190,000
Internal Loan	\$34,885
Miscellaneous Receipts	\$2,000
TOTAL WATER FUND REVENUE	\$5,106,185

SEWER FUND REVENUE

Use of Money & Property	\$42,000
Sale of Services	\$5,514,840

Connection Fees	\$260,000
Miscellaneous Receipts	\$66,150
TOTAL SEWER FUND REVENUE	\$5,882,990

SOLID WASTE FUND REVENUE

Use of Money & Property	\$17,000
Sale of Services	\$1,059,670
Miscellaneous Receipts	\$23,800
TOTAL SOLID WASTE FUND REVENUE	\$1,100,470

TOTAL ALL FUND REVENUES	\$46,006,355
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Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 10

Meeting Date: April 23, 2018

Agenda Item: COUNCIL APPROVAL – Rezoning Application - Valley Health-Hospital (2ND Reading)

Summary: Council is requested to adopt on its second and final reading a Rezoning Application submitted by Valley Engineering, on behalf of Valley Health, for the conditional rezoning of approximately 147 acres for the future site of a hospital, medical office and accessory uses. The property is presently zoned both R-S (Suburban Residential) District and A-1 (Agricultural and Open Space Preservation) District. The application proposes to change all of the Applicant's property to the MCD (Mixed-Use Campus Development District). The submission includes a concept plan with two phases of development. The first phase includes a replacement hospital and medical office building, access improvements, mechanical yard, maintenance building, heliport, and associated site improvements. The second phase includes completion of the hospital loop road, a phase 2 medical office building, and associated site improvements. Access to the site is proposed via Oden Street (secondary access) and an entrance off of Leach Run Parkway (primary access). A buffer and large tracks of forested areas are designated for conservation. The proffers address signalization of the primary and secondary entrances, a future vehicular access connection with the property of HEPTAD LLC, conformance with the concept plan, and a northbound right-turn lane with taper located on Leach Run Parkway at the primary entrance. The proffers also address the zoning of two small tracts of land that are part of a trade agreement with Warren County at the entrance of Oden Street and Leach Run Parkway.

Budget/Funding: None

Attachments: Staff Report, Application, Impact Statement, Reports, Plan and Proffers

Meetings: Work Session held March 19, 2018; Public Hearing held March 26, 2018;
Postponed at the April 9, 2018 Meeting

Staff

Recommendation: Approval ✓ Denial _____

Proposed Motion: I move that Council adopt on its second and final reading a Rezoning Application submitted by Valley Engineering, on behalf of Valley Health, for the conditional rezoning of approximately 147 acres from R-S (Suburban Residential) District and A-1 (Agricultural and Open Space Preservation) District to MCD (Mixed-Use Campus Development District) for future hospital, medical office and accessory uses as shown in concept plan and proffers, as presented.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
Memorandum

To: Joe Waltz, Town Manager

From: Jeremy F. Camp, Planning & Zoning Director

Date: March 22, 2018

Re: Valley Health Revised Proffers

Attached is a copy of revised proffers submitted by Valley Engineering, on behalf of Valley Health, on March 22, 2018. These proffers should be provided to Town Council for their consideration at the public hearing/1st reading scheduled for March 26, 2018.

The changes reflect conversation with Town Staff and Town Council during the March 19, 2018 Town Council Work Session. Specifically, Proffer #3 has been reworded.

The Applicant agrees to design and build the traffic signal with the first phase of development, if warranted by a traffic signal warrant analysis that is submitted for review by the Town during the site plan review process. If not warranted at that time, the hospital has still agreed to design and build the traffic signal within a five (5) year time period. The Applicant will pay for 100% of all costs for the required traffic signal. The word "minimum" was removed from the wording as requested.



TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
Memorandum

To: Joe Waltz, Town Manager
From: Jeremy F. Camp, Planning & Zoning Director
Date: March 14, 2018
Re: Hospital Rezoning Application Updates and Additional Information
FRREZONE-000661-2018

The purpose of this memorandum is to provide updates and additional information regarding the questions that were raised by Town Council on March 5, 2018 concerning the hospital's rezoning application. This information in this memorandum was confirmed by Town Staff during a meeting with the Applicant held on March 13, 2018. I recommend sharing this information with Town Council at the March 19, 2018 Town Council Work Session, in advance of the March 26, 2018 Public Hearing.

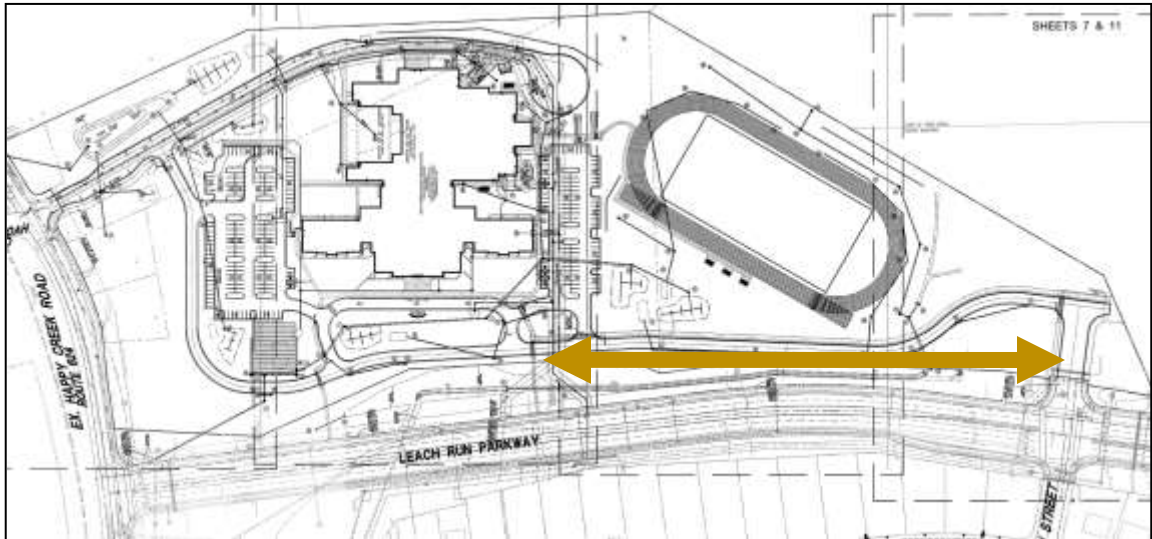
1. **Traffic Signalization of the Proposed Main Hospital Entrance:** Two concerns were raised at the March 5, 2018 Town Council Work Session regarding the proposed proffers. First, it was discussed that the hospital should pay for 100% of the cost of signalization of the Main Hospital Entrance. The proffers reviewed on March 5th included a maximum contribution by the hospital of \$300,000. While this is more than today's estimated cost, the true cost of the traffic signal will not be known until it is designed and built. The second concern discussed was regarding the timing of the traffic signal. The proffers reviewed on March 5th proposed construction within 5 years. Discussion at the work session included a request for the hospital to consider constructing the traffic signal up-front. One factor for this request, was concern that the cost for signalization would increase over time.

UPDATE: The Applicant submitted revised proffers on March 14, 2018. The revised proffers include language changes that would require the hospital to pay for 100% of required costs for the traffic signal. There is a caveat. The Applicant will only pay for costs that are necessary to meet minimum requirements for a traffic signal. If the Town requests expensive upgrades that are not required by Town and VDOT standards, the Town would be responsible for the additional cost of that enhancement. Otherwise, the hospital will pay for all costs.

The Applicant did not alter the timing requirement for the signalization in the latest revision. The Applicant believes the largest concern with the timing was eliminated when the hospital changed the proffer to remove the \$300K cap and just pay for 100% of required costs. With that change made, the Applicant hopes the Town will accept the timing originally proposed, so that the hospital has the flexibility to construct the traffic signal between 0 and 5 years.

4. **Sewer Service:** Questions were raised at the meeting about how sewer service will be provided to the hospital. While this was discussed at the work session, below is additional information.

ADDITIONAL INFORMATION: Final engineering will not take place until the site plan process begins; however, the hospital intends to extend sewer service to the proposed development from the existing 8" sewer line that was extended across Leach Run Parkway to access the new middle school. The hospital is in discussions with Warren County to obtain the necessary easement that will allow sewer to be extended to the proposed new hospital.



**TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING**



**STAFF REPORT FOR THE FEBRUARY 21, 2018 PLANNING COMMISSION MEETING
UPDATED FOR MARCH 5, 2018 TOWN COUNCIL WORK SESSION**

APPLICATION #:

FRREZON-000661-2018

APPLICANT:

Warren Memorial Hospital (Valley Health)

SUMMARY OF REQUEST:

The subject application proposes to conditionally rezone approximately 147 acres from the R-S/A-1 Districts, to the MCD District, and includes a Concept Plan that illustrates the development plan for the property as a future site for a hospital, medical offices, and accessory uses. A proffer statement is included with the application that addresses impacts of the proposed development and a zoning change for two small tracts of land that are part of a property trade agreement with Warren County at the entrance of Oden Street and Leach Run Parkway. [See Attachment A: Application Documents]

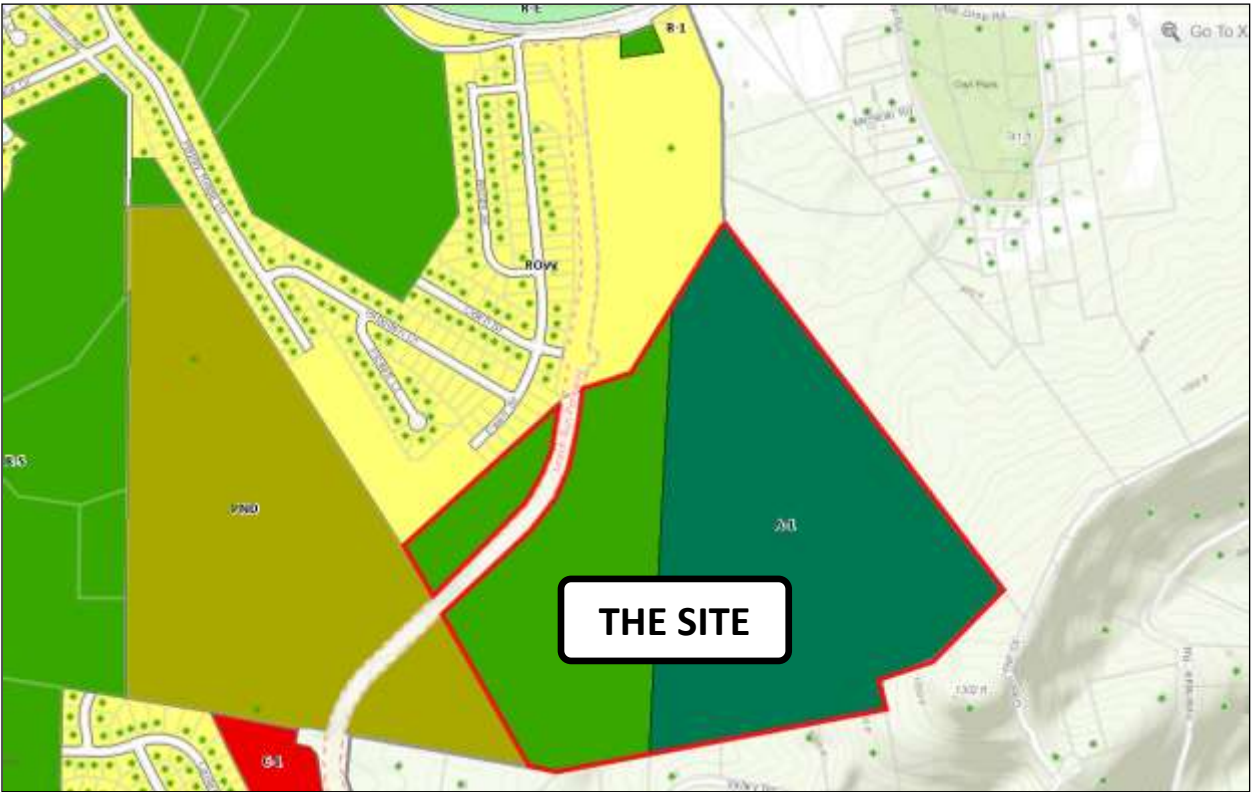
GENERAL INFORMATION:

<i>Site Addresses</i>	None (Vacant land located along Leach Run Parkway)
<i>Property Owner(s)</i>	Warren Memorial Hospital
<i>Existing Zoning</i>	R-S/A-1 Districts
<i>Proposed Zoning</i>	MCD District
<i>Tax Identification</i>	20A212 2
<i>Location</i>	The property is located on the east side of Leach Run Parkway. It is bordered to the north by Warren County Middle School (new), to the east and south by Warren County, and to the southwest by the planned development referred to as Swan Estates (HEPTAD).

Vicinity Map (Warren County GIS)



Town Zoning Map (Warren County GIS)



Town Zoning Map (Warren County GIS)



Concept Plan (Applicant)



INFORMATION ON THE APPLICATION:

Application Documents

A list and brief description of the parts of Attachment A: **APPLICATION DOCUMENTS** is provided below:

ATTACHMENT A: APPLICATION DOCUMENTS

- **Application Form.** This is the standard application form used to initiate rezoning applications in the Town.
- **Phase I Environmental Site Assessment by Triad Engineering.** This report concludes that no de minimus, REC, HRECs, CRECs or RECs were found on the site. This means that there were no environmental issues found on the site.
- **Evaluation of Jurisdictional Wetlands and Waterways.** This report concludes that there are numerous eroded gullies on the site, but no wetlands or other jurisdictional waters of the U.S. or Commonwealth.
- **Letter addressing Traffic Impact Analysis.** This letter provides the projected traffic counts and infers that a more detailed traffic study is not necessary because the proposed traffic is less than the assumed traffic used for the Leach Run Parkway and WC Middle School traffic studies.
- **Rezoning Impact Statement.** This document is required for rezoning applications to the MCD District. It identifies impacts that the proposed rezoning and development may have on the Town and community, as identified by the Applicant. It also touches on the purpose and need for a new hospital. Note: The hospital has not announced what is planned for the existing hospital on N. Shenandoah Avenue.
- **Concept Plan.** This document is required for rezoning applications to the MCD District. It shows the proposed development of the property. If approved, future development would be required to substantially conform with the Concept Plan.
- **Proffer Statement.** The proffer includes voluntary offerings from the applicant to mitigate impacts of the rezoning. The proffers are explained in more detail later in this Staff report.

Proposed Zoning

This rezoning application proposes to rezone approximately 147 acres to the MCD District. It also includes rezoning Area “E” from the A-1 to the R-1 District, and Area “F” from the R-1 to the MCD District. These smaller parcel zoning changes would go into effect when the Applicant and Warren County finalize an agreement to swap the properties and consolidate them into their parcels. This change would effectively clean-up the boundary line between Valley Health and the middle school.

The only other property in the Town that is designated with the MCD District zoning classification is Royal Phoenix. As stated under Town Code 175-53.9, the intended purpose of the MCD District is as follows:

“The purpose for establishing the MCD District is to implement the policies of the Comprehensive Plan that support the redevelopment or development of large tracts of land for principally non-residential purposes. In addition, the MCD District is intended to encourage greater creativity through regulations that are more flexible than the traditional zoning districts of this Chapter. The regulations of the MCD District are designed to permit development that includes a mixture of commercial, industrial and organizational land uses within a planned campus environment. The regulations herein will protect the health and safety of Town citizens while promoting the public’s general welfare through the establishment of new economic development opportunities for the promotion of jobs, tax revenue, and a vibrant community.”

Comp. Plan

Page 4 of the 2011 Comprehensive Plan Amendment identifies the subject property within the Town’s Urban Development Area and identifies it as a potential site for a future hospital.



Impacts & Considerations

During the January 31, 2018 Planning Commission Work Session, the following impacts and planning considerations were discussed with the Applicant.

- 1) The cost of the proposed signalization of the proposed main entrance to the hospital.
- 2) The cost of possible future signalization of the proposed secondary entrance to the hospital at Oden Street.
- 3) The cost of the possible future signalization of the entrance at HEPTAD.
- 4) Access management of traffic with the future commercial area of Swan Estates/HEPTAD.
- 5) Access management of traffic with the Warren County Middle School.
- 6) Increased service calls by law enforcement and fire and rescue services to the eastern portion of the Town.
- 7) How to fund a redundant electric service transmission line to the site.
- 8) Preservation of canopy coverage and protection of environmental assets.

Proposed Proffers

Following the Planning Commission Work Session, the Applicant prepared revisions to the proposed proffers. This revision includes changes that address #1 and #4, as listed above. Below is a summary of the applicant's proposed proffers, as revised and submitted 2/9/18.

Proffer #1. Agreement of general conformance with the submitted Concept Plan.

Proffer #2. Construction of a 200-foot right-turn lane with taper serving the northbound approach of the proposed main entrance to the hospital.

Proffer #3. Agreement to submit a signal warrant analysis and signal justification report for the intersection of Leach Run Parkway and the proposed main entrance.

Proffer #4, AMENDED: Agreement to signalize the proposed main entrance to the hospital within 5 years, but with the following caveats:

- The hospital will only contribute up to \$300,000 towards the design and construction and that the Town shall contribute the remaining funds.
- Design shall be furnished within 180 days of request by the Town.

	○ Construction shall be completed within 180 days following approval of construction documents. Proffer #5, AMENDED: Agreement to provide an easement to allow for future interparcel connection with the commercial area of Swan Estates/HEPTAD and construction of a commercial entrance off of the proposed hospital loop road. Proffer #6. Specification that two small pieces of land are to also be rezoned to clean-up the zoning boundary between the property and the WC Middle School Property, subject to final recordation of the property swap that is in-process with Warren County. Proffer #7, ADDED: Agreement that future changes to the concept plan will require revisions to the concept plan per Town rezoning procedures, but that “any” future addition to parking or buildings shown on the Concept Plan would not be required to.
<i>Staff Comments</i>	➤ Proffer #7. This proffer was added in the 2nd rendition of the proffers, submitted on 2/9/18. The language appears to conflict with the Town Code 175-53.12, by allowing <u>ANY</u> additions or modifications to the uses shown on the Concept Plan. The Town Code allows for minor deviations that do not significantly alter the overall plan or conflict with the code. ➤ Proffer #4: The hospital has increased their maximum contribution for signalization from \$175,000 to \$300,000 for a future traffic signal at their proposed main entrance. The proffer states that they will design and construct the signalization if requested by the Town within 5 years from the date an occupancy permit is issued. ○ Staff has the following concerns with Proffer #4: ○ The proffer may not cover 100% of the cost for signalization. While \$300,000 should be an adequate amount, the final cost will depend on 1) when the signalization is constructed, 2) what extras are included in the design, and 3) what right-of-way, if any, would be needed. ○ The time limitation is potentially problematic if the traffic warrant analysis concludes that a traffic signal is not warranted until after 5 years.

	➤ That applicant has not offered to mitigate the fiscal impact to the Town related to a possible future traffic signal at Oden Street. Unlike the proposed main entrance, the hospital's pro-rata share is certainly not 100%. However, the hospital's development is a significant contributing factor and will expedite the possible need for a traffic signal at this intersection. ➤ While this is not directly associated with the rezoning application, Staff believes that it is important to note that the Town does not presently have funding for a redundant power transmission line to the hospital. A redundant underground electrical transmission line along Leach Run Parkway to the hospital site is estimated to cost \$731,281.60. ➤ Minor technical issue: The application and proffers should be modified to reflect that the current zoning is both A-1 and R-S. The Warren County real estate records indicates that the parcel is zoned A-1, but it is in-fact split zoned R-S and A-1.
	Note: Staff has discussed the above comments with the Applicant, and based on the Applicant's input, believes that a future revision of the language may be possible to address the identified concerns.

SUPPLEMENTAL INFORMATION:

<i>What are Proffers?</i>	Virginia Code § 15.2-2296 through § 15.2-2303.4 address the legislative intent and rules associated with the practice of "conditional rezoning." Conditional rezoning, typically just referred to as "proffers", is a process where a zoning reclassification (rezoning) may be allowed subject to certain conditions that are proffered by the applicant. This process gives local governing bodies the ability to better protect their communities from negative impacts associated with new development. Proffers also give developers more flexibility to address negative impacts to obtain approval of rezoning applications that may not otherwise be possible. Once accepted by the governing body, proffers are the same as an ordinance and run with the land. Proffers can either be cash proffers or non-cash proffers. However, not all localities are authorized to accept cash proffers. Pursuant to Virginia Code § 15.2-2298, the Town of Front Royal has the ability to accept either type. This is because the Town is classified as a high-growth locality (due to Warren County's growth rate) in the State of Virginia. Cash proffers may be collected by localities if the funds are for a capital improvement project that is on the community's Capital Improvement Program (CIP). The funds must be used within 12 years, and may only be used for the project listed in the proffer statement, unless alternative use of the funds are specified within the proffers. Proffers must also be
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reasonably related to the rezoning; the rezoning must give rise for the need of such proffers; they must be in writing; signed by all parties; and may not obligate a locality to do something they would not otherwise have to do. In addition, proffers are intended to impose additional requirements and restrictions, not alternative or lesser requirements or restrictions. The alteration or lessening of requirements or restrictions is considered “contract zoning”. Contract zoning, much like spot zoning, is illegal. [Pima Gro Systems, Inc. v. Board of Supervisors of King George County, 52 Va. Cir. 241 (2000)].

Perhaps the most important thing to remember about proffers is that they cannot be required, they must be made voluntarily by the applicant.

What Does It Mean That Proffers Must Be “Voluntary”?

- The locality must identify all of the impacts that could result from the rezoning so that the owner may decide which impacts it will address through proffers.
- It is up to the owner to decide whether to address the impacts that could result from the rezoning through proffers.
- If the locality denies the rezoning and the owner did not volunteer proffers to address all of the identified impacts, the decision must be based on sound zoning principles (including unmitigated impacts), and not simply on the fact that the owner did not proffer something.
- It does not mean that the locality is powerless to engage the applicant and its representatives in a meaningful dialogue to ensure that the applicant either addresses the identified adverse impacts through proffers or makes a conscious decision to not address those impacts through proffers.

[Chapter 11, Conditional Zoning: Proffers, The Albemarle County Land Use Law Handbook, Kampitner (June 2017).

CONCLUSIONS:

This proposed rezoning application for a future hospital and medical office buildings conforms with the Town's Comprehensive Plan. The application includes a well thought out Concept Plan, and includes proffers to mitigate some of the impacts of the proposed development. While a hospital use itself brings minimal tax revenue to the Town directly¹, it will indirectly improve land values in the area, as well as increase demand for new housing and business development. However, there remains some notable concerns with the application, as identified in this report on pages 7 and 8. With additional dialogue with the applicant, it is hoped that most, if not all, of these concerns can be addressed.

During the February 21, 2018 Planning Commission Meeting, the Planning Commission passed a motion to recommend approval of this conditional rezoning application to Town Council, including the proffers dated February 14, 2018, and the Concept Plan, dated January 16, 2018. Several residents of Green Hill Subdivision (Warren County) spoke at the public hearing. They asked questions about the Concept, possible future development areas, buffering, and conservation of the high elevation.

ATTACHMENT: Attachment A: Application Documents

¹ Hospital's are tax exempt, but there is a small amount of meals tax from their cafeteria use by guests and there would be tax revenue if independent practices are set-up, or separate commercial businesses (example: Subway inside of the hospital).



TOWN OF FRONT ROYAL ~102 East Main Street, Front Royal, Va. 22630 ~ 540-635-4236
Department of Planning & Zoning

RZ _____

REZONING APPLICATION

APPLICANT

Name Warren Memorial Hospital (Valley Health) Phone (540) 536-4543
Address 1836 Amherst St., Winchester, VA 22601
E-mail mbaker@valleyhealthlink.com (Mark Baker - Vice President, Facilities Management & Safety)

PROPERTY OWNER OF RECORD

Name Warren Memorial Hospital Phone (540) 536-4543
Address 1000 South Shenandoah Ave., Front Royal, VA 22630

PROPERTY DESCRIPTION

Location/Street Address Leach Run Pkwy., Front Royal, VA, 22630
(911 address not yet established)
Number of lots: One (1) Total Acreage 147.039 AC
Tax Map Identification for each parcel (Map, Section, Block, & Lot):
Tax Map # 20A212 2

Subdivision Name (if applicable) _____

REQUEST

Existing Zoning A-1 Proposed Zoning MCD
Existing Use Vacant Land Proposed Use Hospital

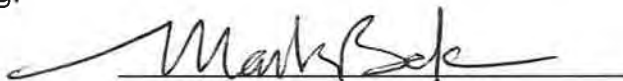
ATTACHMENTS

The following should be submitted with a completed copy of this application. Additional information may be determined necessary depending on the nature of the request.

1. Application Fee (*Checks should be made out to the Town of Front Royal. Fees are as follows: 1 acre or less = \$500, over 1 acre = \$500 + \$100 per acre after 1st acre, Downzoning = \$400*)
2. Survey/Plat of the property with metes and bounds descriptions for all existing and proposed property lines and zoning district boundaries (*8 copies and a digital copy*).
3. Environmental Site Assessment Phase I and Phase II (*unless waived by Director*).
4. Traffic Impact Analysis (*if required*)
5. Written proffers. Proffers are voluntary, but should be submitted in a written format approved by the Director.
6. Statement of Justification. As a separate document, provide a statement or statements that explain why you believe the property should be rezoned.

CERTIFICATION

I certify that the information provided with this application is correct to the best of my knowledge. The proffering system has been explained to me and I have read Sections 175-149 and 175-150 of the Town of Front Royal Zoning Ordinance pertaining to conditional zoning and proffering.



Signature of Property Owner

Signature of Applicant (if different)

City/County of _____, Commonwealth of Virginia

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by

(Name of person seeking acknowledgement)

Notary Public

Notary registration number: _____ My commission expires: _____

NOTICES

- Staff will notify adjacent property owners of the rezoning request and the scheduled public hearing dates with the Planning Commission and Town Council.
- Town Staff will place an advertisement in the local newspaper as required under Virginia Code §15.2-2204.
- Town Staff will place a public hearing sign(s) at the location of the proposed rezoning.
- Submission of this application does not establish a vested right as outlined under Virginia Code §15.2-2307.
- By submitting this application, the applicant grants permission to the Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.
- When the applicant is different than the fee simple property owner, the signature by the fee simple property owner on this application shall be considered as authorization for the applicant to act as an agent for matters concerning this application.

OFFICE USE ONLY

Receipt # _____ Date Paid _____
Planning Commission Hearing Date: _____ Recommendation: _____
Town Council Hearing Date: _____ Date Sent to Clerk: _____

June 4, 2013

January 17, 2018

Mr. Jeremy F. Camp, Director of Planning and Zoning
Town of Front Royal
102 E Main Street
Front Royal, VA 22630

RE: Warren Memorial Hospital, Replacement
TM# 20A212 2 (147.039 ac; Inst #3553)

Dear Mr. Camp,

In accordance with the Town of Front Royal Municipal Code, Chapter 175 – Zoning, Section 175-53.11, REVIEW AND CREATION, Item 4, an Impact Statement is required for any Rezoning package submitted for consideration.

This Section states, *“The applicant shall provide an Impact Statement that provides a narrative of the existing and proposed land use of the property and describe how it conforms to the Comprehensive Plan. The Impact Statement shall also identify how the project will impact the following, and how those impacts are proposed to be mitigated.*

- a. Fiscal Impacts, capital and operating.*
- b. Impacts to the Quality of Life of citizens.*
- c. Impacts to Property Values.*
- d. Impacts to the Environment.*
- e. Impacts to Archeological and Historic Resources.”*

Per this request, we offer the following:

a. Fiscal Impacts, capital and operating

It is anticipated that any negative fiscal impact to the Town of Front Royal, both in capital or operating expenditures, will be minimal, and offer that the Town will see a more positive response through increased revenue collected by supporting facilities and businesses.

Specifically, we offer:

- The proposed facility will have more efficient electrical, water, and sanitary sewer systems than those that serve the existing facility. For this reason, we anticipate no increase in demands based upon the movement of the existing facility itself. There will be additional services offered in this facility that may increase the overall demand of these services, but in speaking with the individual utility providers, no negative impacts will be experienced in providing these additional demands and the existing infrastructure servicing this site is adequate as it exists.

The existing Warren Memorial Hospital facility will remain active in some form, but until that use is determined, any statement on the anticipated utility usage would be speculative. It is anticipated that any demands on this existing campus area will not increase with a future use, and being there are no services issue at the existing facility, we do not anticipate any issues with any future use.

- With regard to electrical service, the utility provider will construct a single, adequate service to the subject parcel, as it would do for any other development requiring such service. Valley Health, based upon sound engineering practice, is evaluating various options to provide a second, independent electric source for the new facility. This evaluation is considering the placement of onsite electrical generators, the possibility to extend a second utility service line to the facility, and other recognized and acceptable methods.
- Water and sanitary mains are being extended into the site which will be dedicated to the Town of Front Royal. These lines will be designed and constructed in accordance with applicable town standards, and they will be inspected during construction to ensure that they are presented to the town in an acceptable condition. These expenses will be covered by Warren Memorial Hospital.
- No additional roadways are being proposed whose maintenance will be the responsibility of the Town of Front Royal. A right turn lane will be constructed along Leach Run Parkway which will be turned over to the Town to be included in its maintenance program. This turn lane will be designed and constructed in accordance with applicable Town/VDOT standards, and it will be inspected during construction to ensure that it is presented to the Town in an acceptable condition. This expense will be covered by Warren Memorial Hospital.
- As proffered with this submittal, a traffic signal may be required, either through the request of the Town or by the desire of Warren Memorial Hospital. Warren Memorial Hospital offers to provide a maximum of \$175,000.00 towards this expense.

b. Impacts to the Quality of Life of Citizens

Any impact to the Quality of Life to the Citizens of the Town of Front Royal, and the surrounding area, can only be seen as a positive improvement. This project will allow for the replacement of an aging facility with one that is up-to-date, efficient, inclusive of leading-edge technological advancements, and improvements as they relate to the healthcare environment itself.

While the existing facility is sufficient, there have been many changes to facility design and equipment that will be included in the design of this new facility. This includes items ranging from patient movements, check-in procedures, and imaging facilities to operating room layouts. These specific items, and a multitude of other improvements, have all changed since the construction of the existing facility.

This facility will be more patient and staff friendly, and be more than just a “hospital”. The patient visiting this new facility will be less impacted by the relationship of uses/departments within the building. As technology has advanced, the existing facility was modified to conform to available space. These structural limitations caused inefficient use of space, personnel and supporting services. This new facility will place common elements adjacent to one another allowing for a more efficient and fluid patient treatment path. The new facility will also be constructed so future improvements to technology can be readily added.

The new facility will also allow for additional clinical service offerings to the region’s citizens. The new facility will not only address patient needs as they develop, but it will offer programs to assist the community in staying healthy and avoiding trips to the doctor.

This facility will improve the services offered to the citizens and therefore improve their quality of life.

c. Impacts to Property Values

As with any development, property values have to be considered. In every instance seen by Valley Health, the development of a new hospital has done nothing but increase property values. Health care is just one item that companies and residents evaluate when considering a relocation and the construction of this new facility will do nothing but assist the Town in its efforts to attract new business and residents.

Available lands on the subject parcel will be available for other Warren Memorial projects which are typically located in close proximity to a hospital. By placing the facility as proposed, the land values will only increase based upon market demand to be associated with the new hospital.

d. Impacts to the Environment

Based upon the findings of the site specific Phase I Environmental Site Assessment, completed by Triad Engineering, originally dated August 29, 2006 and updated on May 12, 2017, no recognized environmental conditions, controlled recognizable environmental conditions, historical recognized environmental conditions, or *de minimis* conditions are present on the site. The original study did identify two (2) Environmental Noteworthy Items which required further consideration. These include 1-Possible Wetlands, and 2-Solid Waste Debris.

As part of the site design package, these will be specifically addressed in the following manner:

- 1- Possible Wetlands: As suggested in the Original ESA I, the unnamed intermittent tributaries were evaluated by the guidelines of the US Army Corp of Engineers. A report dated May 10, 2017 was prepared by Triad Engineering which stated that no jurisdictional water of the US, or waters of the Commonwealth, including wetlands exist on this subject parcel.
- 2- Solid Waste Debris: As suggested in the original ESA, the construction documents will include notes addressing the removal and disposal of any solid waste materials encountered during the construction process.

While not specifically noted in the ESA, the site will be designed in accordance with all applicable State Erosion and Sediment Control Regulations, and Stormwater Guidelines. We do not anticipate any complications with this and therefore do not anticipate the any request for a variance from these regulations.

e. Impacts to Archeological and Historic Resources

As part of the previously referenced ESA, both original and updated, Archeological and Historic Resources were evaluated for the subject parcel, as well as adjoining parcels. This evaluation included both the Historical Ownership of the subject parcel, the review of historical aerial photographs and topographic maps of the subject parcel, and documents pertaining to Recognizable Environmental Conditions (REC) for the subject and adjoining parcels.

The ownership information dated back to 1949, the aerial/topographic information dated back to 1937, and no current REC information existed for the subject parcel, or adjacent properties.

Based upon the findings of the original ESA and update, no archeological or historic resources are being impacted by the proposed development of the site.

Considering this information, it is our opinion that the development of this project will have no negative impacts to the subject parcel, adjacent properties, or the Town of Front Royal.

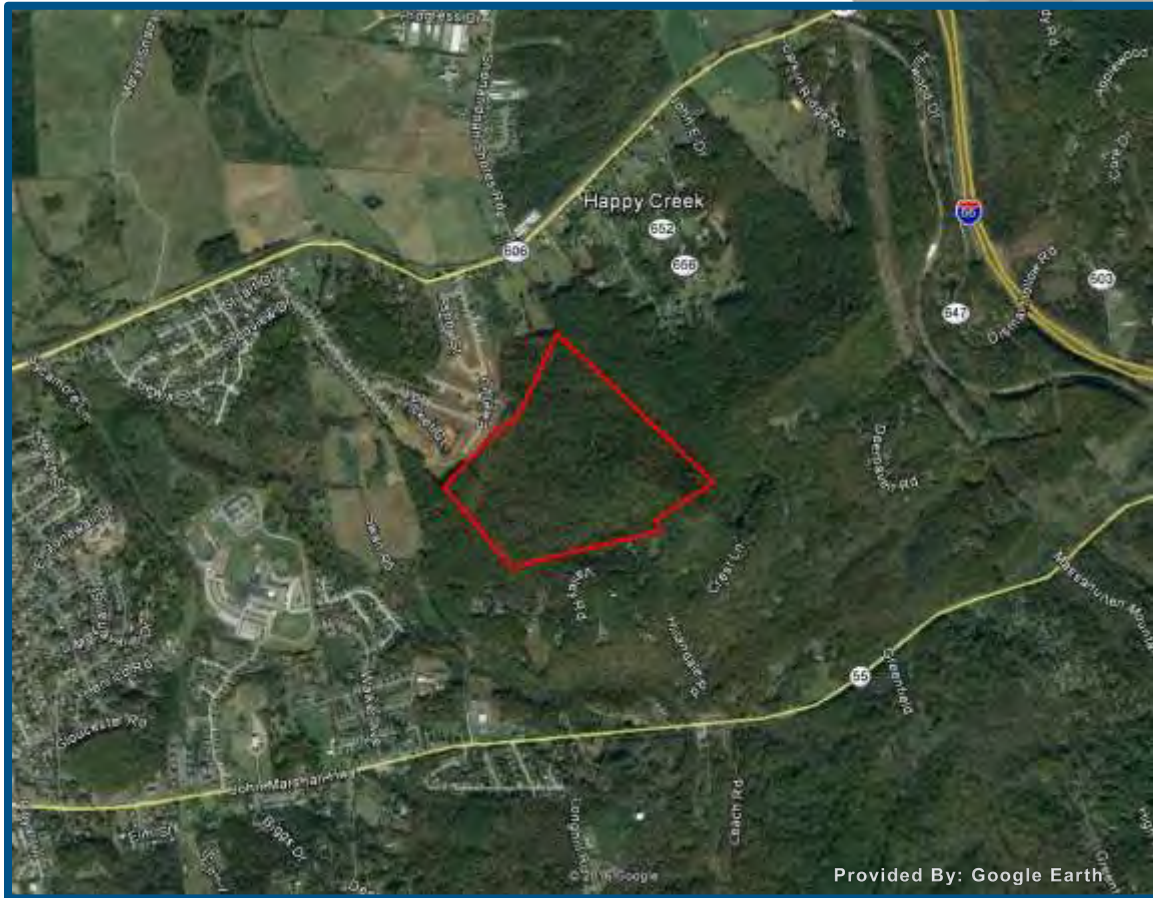
If during the review of this information you have any questions, or need additional information, please don't hesitate to ask.

Respectfully Submitted,
Valley Engineering, PLC

A handwritten signature in blue ink, appearing to read "Daniel Michael".

Daniel K. Michael, PE
Partner/Principal-in-Charge

**Approximate 147.039-Acre
Warren Memorial Hospital Property**
Leach Run Parkway
Front Royal, Virginia



Triad Project No. 03-17-0125

Prepared For:
Valley Health
1836 Amherst Street
Winchester, Virginia 22601

Prepared By:
Triad Engineering Inc.
1075-D Sherman Avenue
Hagerstown, Maryland 21740

May 12, 2017



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GENERAL INFORMATION PAGE

Site Visit Date: April 11, 2017

Report Date: May 12, 2017

Prepared For: Valley Health
Attn: Mr. Mark Baker, Vice President, Facilities and Construction
1836 Amherst Street
Winchester, Virginia 22601

Prepared By: Triad Engineering, Inc.
1075D Sherman Avenue
Hagerstown, Maryland 21740
Ph. – 301-797-6400
Fax – 301-797-2424

Triad Project No: 03-17-0125

Site Name: Approximate 147.039-Acre Warren Memorial Hospital Property
Site Address: Leach Run Parkway
Front Royal, Virginia

Property Information: Warren County
Tax Map No. 20A212 2
Approximately 147.039 Acres

Latitude: 38.151421
Longitude: 78.151421

Preparer: Patrick M. Upham (301-797-6400)
Reviewer: Timothy J. Kellerman (301-797-6400)

EP Certification

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of 40 CFR § 312.

We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject site. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Patrick M. Upham
Environmental Scientist



Timothy J. Kellerman
Senior Environmental Scientist

1.0 EXECUTIVE SUMMARY

This report presents the results of a Phase I Environmental Site Assessment (ESA) performed by Triad Engineering, Inc. (Triad) for the Approximate 147.039-Acre Warren Memorial Hospital Property located along the eastern side of Leach Run Parkway in Front Royal, Virginia (the site). This Phase I ESA was conducted in general conformance with the *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, hereafter referred to as the ASTM Standard Practice, as defined by the *American Society for Testing and Materials (ASTM), Designation E1527-13*. Any exceptions to, or deletions from, this practice are described in Section 11.0 of this report.

The following Executive Summary is an integral part of this Phase I ESA report and may not be removed or distributed separately. Important information regarding the status of the subject site is included elsewhere in this report and is not presented in this Executive Summary. Any individual copies of the Executive Summary without the ESA report, or copies of the ESA report without the Executive Summary, should not be considered valid and should not be relied upon for any decisions or conclusions regarding the subject site.

The approximate 147.039-acre irregular-shaped site (Tax Map No. 20A212 2) is primarily located along the newly-constructed Leach Run Parkway in Front Royal, Virginia (Latitude N 38.151421/Longitude W 78.151421, Datum WGS 84). The site is located within the Front Royal, Virginia 22630 zip code area, but does not have an assigned address since it is currently undeveloped with no significant improvements. The site is currently owned by Warren Memorial Hospital, which has reportedly owned the site since circa 2008.

The site is entirely undeveloped and consists of northern hardwood forest cover over moderately steep terrain. The site does not currently contain any structures and no structures are historically known to have existed within the confines of the site. There are no known utilities except those recently constructed in association with Leach Run Parkway. The site is located in an area which has recently experienced an increase in development including a currently under construction middle school (northern adjoining property) and a single family residential subdivision (western adjoining property).

No underground storage tanks (USTs) or aboveground storage tanks (ASTs) were observed at the site and no chemical and/or petroleum generation, use, or storage were observed at the site.

Triad obtained a computerized search of federal and state environmental databases for the site from Environmental Data Resources, Inc. (EDR), dated April 10, 2017. No regulatory files were identified for the site and no adjoining properties were identified.

1.1 Findings and Opinions

The following table summarizes the recognized environmental conditions (RECs), controlled recognized environmental conditions (CRECs), historical recognized environmental conditions (HRECs), and *de minimis* conditions at the site.

Environmental Report Summary

Report Section	Report Section Name	REC	CREC	HREC	De Minimis
3.6	Historically Significant or Environmental Findings				
4.0	Federal, State, Local & Tribal Database Listings				
5.0	Local Agency Records				
6.2	Site Operations, Processes, and Equipment				
6.3	Aboveground Chemical or Waste Storage				
6.4	Underground Chemical or Waste Storage, Drainage or Collection Systems				
6.5	Electrical Transformers / PCBs				
6.6	Releases or Potential Releases				
6.7	Other Notable Site Features				
7.0	Interviews				
8.0	Off-site Reconnaissance				
11.4	Environmental Liens and Activity/Use Limitations				

The results of the Phase I ESA have identified the following environmental conditions:

Recognized Environmental Conditions (RECs)

- There were no RECs identified at the subject site.

Controlled Recognized Environmental Conditions (CRECs)

- There were no CRECs identified at the subject site.

Historical Recognized Environmental Conditions (HRECs)

- There were no HRECs identified at the subject site.

De Minimis Conditions

- There were no *de minimis* conditions identified at the subject site.

1.2 Conclusions

Triad has performed this Phase I ESA in general conformance with the scope and limitations of ASTM Practice E1527-13 for the Approximate 147.039-Acre Warren Memorial Hospital Property located along the eastern side of Leach Run Parkway in Front Royal, Virginia (the site). Any exceptions to, or deletions from, this practice are described in Section 10 of this report. The findings of this Phase I ESA did not identify any RECs, CRECs, HRECs or *de minimis* conditions in association with the site. These conclusions represent the best judgment of Triad based on the data obtained from the work. Due to the nature of this investigation, the limited data available, and the timeframe to complete the work, Triad cannot warrant against undiscovered environmental liabilities.

This report was prepared in confidence at the request and for the sole use of Valley Health (the User) and the contents hereof may not be used or relied upon by any other party other than those enumerated without the express written consent of Triad Engineering, Inc. and Valley Health. Any use or reliance by a third party shall be at that party's sole risk.

2.0 SUBJECT SITE DESCRIPTION

2.1 Subject Site Location

The approximate 147.039-acre irregular-shaped site (Tax Map No. 20A212 2) is primarily located along the newly-constructed Leach Run Parkway in Front Royal, Virginia (Latitude N 38.151421/Longitude W 78.151421, Datum WGS 84). The site is located within the Front Royal, Virginia 22630 zip code area, but does not have an assigned address since it is currently undeveloped with no significant improvements. Site figures are presented in **Appendix A**.

2.2 Owner, Property Manager, and Occupant Information

The site is currently owned by Warren Memorial Hospital, which has reportedly owned the site since circa 2008, and is unoccupied.

2.3 Subject Site and Vicinity Characteristics

The site is located in an area which has recently experienced an increase in development including a currently under construction middle school (northern adjoining property) and a single family residential subdivision (western adjoining property).

2.4 Description of Subject Site Structures and Improvements

The site is entirely undeveloped and consists of northern hardwood forest cover over moderately steep terrain. The site does not currently contain any structures and no structures are historically known to have existed within the confines of the site.

2.5 Physical Setting Sources

Topography	
Source of Information	U.S. Geological Survey, 7.5-Minute Topographic Map, Front Royal, VA Quadrangle, 1986
Site Elevation	Ranging from approximately 700 feet above Mean Sea Level (MSL) to 1,250 feet.
Surface Runoff/ Topographic Slope	The site consists of moderately steep terrain that generally slopes to the west.
Surface Water Bodies	No.
Flood Map Information	Flood Insurance Rate Map No: 51187C0117C, effective on 6/3/2008 Is site located within 100-year flood plain: No.

Geology/Hydrogeology	
Source of Information	Geologic Map of Clarke, Frederick, Page, Shenandoah, and Warren Counties, Virginia: Lord Fairfax Planning District, as prepared in cooperation with the USGS and dated 1996
Formation	Antietam Formation
Description	The Antietam Formation is described as white to light-gray, fine- to coarse-grained, silica-cemented, vitreous quartzite and subarkose with phyllite partings. Skolithos are common and thickness ranges from 350 to 600 feet. The lower elevations of the subject Site belong to the Cambrian age Waynesboro Formation, which is described as upper 300 feet: dusky-red to olive-gray, fine- to medium-grained sandstone and dusky red to gray shale; middle 400 feet: medium- to dark-gray, saccaroidal dolostone and fine-grained limestone; lower 500 feet; dusky-red to brownish-gray, fine- to medium-grained sandstone. Thickness is approximately 1,200 feet
Groundwater Flow Direction*	Based on surface topographic gradients and the proximity to the nearest surface water bodies, groundwater in the site vicinity is anticipated to flow in a westerly direction.

* It should be noted that the actual groundwater flow direction is often influenced by factors such as soil and bedrock geology, groundwater wells, and other factors beyond the scope of this study.

3.0 HISTORICAL USE INFORMATION

A summary of historical information obtained for the site is included in the following sections.

Historical Record Sources Summary			
Historical Records Source	Record Source	Dates of Record Sources Reviewed	See Appendix or Figure
Section 3.1.1 City Directories	N/A	N/A	N/A
Section 3.1.2 Aerial Photographs	*2006 Phase I ESA	1937 – 2014	Appendix A
Section 3.1.3 Sanborn Maps	N/A	N/A	N/A
Section 3.1.4 Historical Topographic Maps	*2006 Phase I ESA	1944 - 1994	Appendix A

* Triad prepared a Phase I ESA for the site in 2006. Refer to Section 3.5.

3.1 City Directories

The site is unaddressed and as such it would not be identified in historical city directories.

3.2 Aerial Photographs

Aerial Photograph Review Summary		
Year	Subject Property	Adjoining Properties
1937	The 1937 aerial photograph shows the Site as entirely wooded with the exception of a road in the western portion of the site, which connects present day Happy Creek Road to the John Marshall Highway.	N: Undeveloped woods. S: Undeveloped woods. E: Undeveloped woods. W: Agricultural fields.
1950	The road depicted in the western portion of the site in the 1937 aerial photograph is no longer visible.	No significant change.
1966	Logging roads are visible in the western portion of the site.	Residential structures are visible along roadways in the site vicinity.
1997	The road depicted in the western portion of the site in the 1937 aerial photograph is again partially visible.	No significant change.

3.3 Sanborn Fire Insurance Maps

Triad did not review Sanborn® Fire Insurance Maps because map coverage for the closest incorporated area does not cover the site.

3.4 Historical Topographic Map

Historic Topographic Map Review Summary		
Year	Site	Adjoining Properties
1944	Undeveloped.	Roadways are depicted in the site vicinity.
1967	Undeveloped with an unimproved road/trail depicted in the western portion of the site.	S: An area is labeled "mines". No additional information or structures are depicted.
1978	No significant changes.	No significant change.
1994	No significant changes.	No significant change.

3.5 Review of Prior Environmental Reports or Investigations

Triad prepared a Phase I ESA report for the site titled "Approximate 165-Acre Property, Green Hill, Front Royal, Virginia 22630" prepared for Valley Engineering c/o Valley Health Systems dated August 29, 2006 (Triad Project No. 07-06-0439). Although this Phase I ESA was prepared in accordance with ASTM Standard Practice E1527-05, a review of this document did not identify any RECs in association with the site.

3.6 Historically Significant or Environmental Findings

No RECs were identified in relation to the site from the review of available historical resources for the site.

4.0 RECORDS REVIEW

A computerized search of federal and state environmental databases was compiled by Environmental Data Resources, Inc. (EDR) on April 10, 2017 (Inquiry No. 4903243.2s). EDR compiled the search of federal and state databases for records of hazardous waste permits and activities, compliance histories and documented contamination at properties within the specified search radius. EDR's report meets the search requirements of the EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312) and the *ASTM Standard Practice for Environmental Site Assessments E1527-13*. The following table summarizes the findings of the EDR database report attached as **Appendix B**.

4.1 Standard Environmental Records Database Summary

Database	ASTM Search Radius (mile)	Total Number of Listings	Subject Site Identified?	Adjoining or Adjacent Property Identified?	Environmental Threat or Concern Posed to Site?
NPL	1.00	0	-	-	-
PROPOSED NPL	1.00	0	-	-	-
DELISTED NPL	1.00	0	-	-	-
SEMS	0.50	0	-	-	-
SEMS-ARCHIVE	0.50	1	No	No	No
CORRACTS	1.00	0	-	-	-
RCRA-TSDF	0.50	0	-	-	-
RCRA-LQG	0.25	0	-	-	-
RCRA-SQG	0.25	0	-	-	-
RCRA-CESQG	0.25	0	-	-	-
US ENG CONTROLS	0.50	0	-	-	-
US INST CONTROLS	0.50	0	-	-	-
ERNS	TP	0	-	-	-
SWL/LF	0.50	0	-	-	-
INDIAN LUST	0.50	0	-	-	-
LUST	0.50	2	No	No	No
LTANKS	0.50	2	No	No	No
UST	0.25	0	-	-	-
AST	0.25	0	-	-	-
INDIAN UST	0.25	0	-	-	-
INST CONTROLS	0.50	0	-	-	-
VCP	0.50	0	-	-	-
US BROWNFIELDS	0.50	0	-	-	-
US CDL	TP	0	-	-	-

TP = Target Property

Based on their current status and distance and/or topographic relation (i.e. up or down gradient) from the site, none of the regulatory listings identified by EDR, Inc. appear to pose a significant environment concern to the site at this time.

4.2 Additional Environmental Records Database Summary

Database	ASTM Search Radius (mile)	Total Number of Listings	Subject Site Identified?	Adjoining or Adjacent Property Identified?	Environmental Threat or Concern Posed to Site?
HMIRS	TP	0	-	-	-
SPILLS/SPILLS 90	TP	0	-	-	-
RCRA NonGen	0.25	0	-	-	-
TRIS	TP	0	-	-	-
TSCA	TP	0	-	-	-
FTTS	TP	0	-	-	-
SSTS	TP	0	-	-	-
ICIS	TP	0	-	-	-
PADS	TP	0	-	-	-
MLTS	TP	0	-	-	-
RADINFO	TP	0	-	-	-
FINDS	TP	0	-	-	-
RAATS	TP	0	-	-	-
INDIAN RESERV	1.0	0	-	-	-
US AIRS	TP	0	-	-	-
PRP	TP	0	-	-	-
EDR MGP	TP	0	-	-	-

TP = Target Property

4.3 Orphan Summary

The EDR database report did not identify any orphan listings for the site.

5.0 LOCAL AGENCY RECORDS

Triad submitted Freedom of Information Act (FOIA) requests to the Warren County Fire and Rescue Services department, Warren County Health Department, and the Town of Front Royal on April 10, 2017 regarding any records of the use, storage, spillage, or generation of hazardous materials; hazardous wastes; or petroleum products; permitted water wells and/or groundwater monitoring wells or permitted septic systems or health department investigations at the site. A response via telephone was received from the Town of Front Royal on April 10, 2017 which indicated that no records for the site were found. Responses have not been received from the other agencies. If any relevant environmental information is received, it will be submitted under separate cover. Copies of the FOIA requests are included as **Appendix C**.

6.0 ON-SITE OBSERVATIONS

6.1 Methodology and Limiting Conditions

Access to the site was unrestricted; however, the site consisted of dense vegetation and/or forest cover which limited access and visibility. It should be mentioned that for the vastly undeveloped portions of the site, Triad utilized aerial photographs to identify any suspect areas such as cleared/disturbed soil, mounds, trenches, structures, or other indications of conditions indicative of releases or threatened releases and only these areas were walked through to “ground truth” the observations. The objective of the site observations and reconnaissance was to obtain information indicating the likelihood of identifying RECs in connection with the site. As part of the site reconnaissance activities, Triad obtained digital photographs to document current on site conditions and use. These photographs are included in this report in **Appendix D**.

Date of Site Visit	April 11, 2017
Field Personnel	Mr. Patrick M. Upham and Mr. Timothy J. Kellerman of Triad
Weather Conditions	Partly cloudy with temperatures in the lower 70s.
Site/Owner Representatives	Triad was unaccompanied during the site reconnaissance.
Observation Procedures	The site reconnaissance was conducted by inspecting the site. In addition, adjacent and adjoining properties were visually inspected where possible from public property and/or access easements.

The following sections identify uses and current conditions observed on the site. Pursuant to ASTM Standard E1527-13, Section 9.0 *Site Reconnaissance*, Subsection 9.4 *Uses and Conditions*, the environmental professional conducting the site reconnaissance is obligated to note the uses and conditions specified in the ASTM standard to the extent visually and/or physically observed, or obtained through interviews with knowledgeable parties during the site visit. Each use or condition identified at the site is summarized in the following sections.

6.2 Site Operations, Processes, and Equipment

Condition or Use	Observed?	Comments
Emergency generators	No	
Air compressors	No	
Hydraulic lifts	No	
Dry cleaning	No	
Photo processing	No	
Laboratory hoods and/or	No	

Condition or Use	Observed?	Comments
incinerators		
Waste treatment systems and/or water treatment systems	No	
Heating and/or cooling systems	No	
Other processes or equipment	No	

6.3 Aboveground Chemical or Waste Storage

Condition or Use	Observed?	Comments
Aboveground storage tanks (ASTs)	No	
Drums, barrels and/or containers	No	
Containers $\geq$ five gallons in capacity	No	
Safety Data Sheets (SDS)	No	
Treatment, Storage, and Disposal Facility (TSDF) Manifests/Bills	No	
Automobile Tires	No	
Batteries	No	
Parts washer	No	
Other	No	

6.4 Underground Chemical or Waste Storage, Drainage, or Collection Systems

Condition or Use	Observed?	Comments
Underground storage tanks or ancillary UST equipment	No	
Sumps, cisterns, catch basins and/or dry wells	No	
Grease traps	No	
Septic tanks and/or leach fields	No	
Oil/water separators	No	
Pipeline markers	No	
Interior floor drains	No	
Other	No	

6.5 Electrical Transformers / PCB Equipment

Condition or Use	Observed?	Comments
Pad- or pole-mounted transformers and/or capacitors	No	

Condition or Use	Observed?	Comments
Other Equipment	No	

6.6 Releases or Potential Releases

Condition or Use	Observed?	Comments
Stressed vegetation	No	
Stained soil	No	
Stained pavement or similar surface	No	
Leachate and/or waste seeps	No	
Trash, debris and/or other waste materials	Yes	A relatively small amount of scattered non-hazardous waste items such as, but not necessarily limited to, automobile tires, residential waste/rubbish, bottles, and wind-blown plastic and rubbish were observed at the site, mainly from the nearby school construction project. No surface staining, odors, or significantly stressed vegetation were apparent in association therewith.
Dumping or disposal areas	No	
Construction/demolition debris and/or dumped fill dirt	No	
Surface water discoloration, odor, sheen, and/or free floating product	No	
Strong, pungent or noxious odors	No	
Exterior pipe discharges and/or other effluent discharges	No	
Vapor Intrusion	No	
Other	No	

6.7 Other Notable Site Features

Condition or Use	Observed?	Comments
Surface water bodies	No	
Quarries or pits	No	
Wells	No	
Storm water	No	
Other site features	No	

7.0 INTERVIEWS

7.1 Interview with Site Owner

An environmental questionnaire was provided for the site owner to complete on April 24, 2017. As of the date of this report, the completed questionnaire has not been received.

7.2 Interviews with Occupants

The site is undeveloped and there are no occupants.

7.3 Interviews with Local Government Officials

As stated previously in Section 5.0, Triad contacted local agencies regarding any files associated with the site. Refer to that section for details about the site.

7.4 Interviews with Others

No additional interviews were performed as part of this Phase I ESA.

8.0 OFF-SITE RECONNAISSANCE

8.1 Current Uses of Adjoining Properties

Current land-uses of the properties that are immediately adjoining and adjacent to the subject site are summarized on the following table. Findings of the cursory observations are summarized on the second table as follows.

Site Vicinity Observations

Direction	Boundary Feature	Topographic Relation	Environmental Concerns
North	Under construction school site.	Down	None Observed
East	Undeveloped woods and scattered residences.	Cross & Up Gradient	None Observed
South	Undeveloped woods and scattered residences.	Up, Down, & Cross Gradient	None Observed
West	Leach Run Parkway and a single family residential subdivision.	Down Gradient	None Observed

The following table summarizes uses and current conditions observed on the adjoining and neighboring properties identified in the above table consistent with the ASTM Standard E1527-1, Section 9.0 Site Reconnaissance, Subsection 9.4.1.3 Uses and Conditions of Adjoining Properties. For each use or condition identified for adjoining properties, a detailed explanation discussing the significance of the recognized environmental condition or level of environmental threat to the site is given.

Condition or Use	Observed?	Comments
Pits, Ponds, or Lagoons	No	
Railroad Lines or Spurs	No	
Septic System	No	
Heavy Equipment	No	
Drums or Storage Containers	No	
Odors	No	
Landfills or Dumping Activities	No	
Waste Water Discharge	No	
USTs/ASTs Systems and Piping	No	
PCB-Containing Equipment and Transformers	No	
Industrial/Manufacturing Activities	No	
Hydraulic Lifts or Equipment	No	

Condition or Use	Observed?	Comments
Wells	No	
Remedial Activities	No	
Stained Soils or Pavement	No	
Leachate or Seeps	No	
Stressed Vegetation	No	
Chemical Spills or Releases	No	
Surface Water Contamination	No	
Oil/Gas Exploration or Refinery Operations	No	
Farm Waste Concerns	No	
Pesticides or Herbicides	No	
Contaminate Migration	No	
Vapor Migration	No	
Regulated Substances	No	
Other Environmental Concerns	No	

9.0 ADDITIONAL PROJECT INFORMATION

There was no additional information relevant to this project identified during this assessment.

10.0 PROJECT INFORMATION

10.1 Purpose

The purpose of this Phase I Environmental Site Assessment (ESA) was to identify recognized environmental conditions (RECs) at the site with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and petroleum products. Therefore, as defined in *ASTM Practice E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*:

“this practice is intended to permit a *user* to satisfy one of the requirements to qualify for the *innocent landowner*, *contiguous property owner*, or *bona fide prospective purchaser* limitations on CERCLA liability (hereinafter, the *landowner liability protections*, or *LLPS*) that is, the practice that constitutes “all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice” as defined in 42 USC §9601(35)(B).

As further identified in ASTM Practice E1527-13, the goal of the Phase I ESA is to identify RECs, which means:

“the presence or likely presence of any *hazardous substances* or *petroleum products* in, on, or at a *property*: (1) due to any *release* to the environment; (2) under conditions indicative of a *release* to the environment; or (3) under conditions that pose a *material threat* of a future *release* to the environment. *De minimis* conditions are not *recognized environmental conditions*.”

10.2 Scope of Services

Triad performed the Phase I ESA in accordance with the scope and limitations of *ASTM Practice E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, unless otherwise described within this report.

As outlined in ASTM Practice E1527-13, Triad reviewed reasonably ascertainable and practically reviewable *Standard* and *Additional Environmental Record Sources* provided by Environmental Data Resources, Inc. (EDR), *Physical Setting Sources*, which included

United States Geological Survey (USGS) 7.5-minute topographic quadrangle maps. In addition, Triad reviewed *Standard Historical Sources*, which may include but are not limited to, aerial photographs, fire insurance maps, property tax files, local street directories (city directories), and information obtained from State and Federal Agencies, as available.

Triad performed site reconnaissance activities and obtained digital photographs to document current site conditions and to identify potential RECs. This Phase I ESA report documents the findings of our investigations and has been prepared in accordance with the provisions of ASTM Practice E1527-13.

With the exception that a preliminary wetland evaluation was performed in conjunction with this Phase I ESA, our scope of services did not include an assessment for ASTM non-scope considerations such as asbestos, lead paint, lead in drinking water, radon, mold, etc. Our scope of services for this Phase I ESA did not include testing for the above items or assessing or testing for petroleum or chemicals in soil or groundwater, ecological resources, or endangered species. In addition, our scope of services did not include determining the regulatory compliance of the site, the presence of cultural or historic resources, evaluating industrial hygiene, health and safety issues, indoor air quality, biological agents, or universal wastes.

10.3 Significant Assumptions

Access to the site was unrestricted; however, the site consisted of dense vegetation and/or forest cover which limited access and visibility. Triad made reasonable efforts to inspect the site in general accordance with ASTM Practice E1527-13. Triad did not enter adjoining or adjacent properties, but was able to visually observe adjoining and adjacent properties from the site and/or public roads. Therefore, it is assumed that adjoining land-uses were consistent with the activities that could be readily observed from the site and/or public roads.

10.4 Limitations and Exceptions

This report has been prepared by Triad for the exclusive use of Valley Health (the User) as a Phase I ESA report for the Approximate 147.039-Acre Warren Memorial Hospital Property located along Leach Run Parkway in Front Royal, Virginia (the site). The opinions and conclusions expressed in this report are based upon the results of our Phase I ESA work tasks.

For the purposes of this Phase I ESA, the terms “subject site” and “site” refer to the land within the subject site boundaries. The term “general site vicinity” typically refers to properties within a one-mile radius of the site. The term “adjoining properties” refers to land contiguous to the site. The term “immediate site vicinity” or “neighboring properties” refers to land proximal to the site.

It is important to note that environmental evaluations are inherently limited in the sense that conclusions are drawn and opinions developed, in part, from information obtained from our limited research and visual observations. For these types of evaluations, it is often necessary to utilize information prepared by others and as such, Triad cannot be responsible for the accuracy of such information and we do not assume responsibility for conditions that were not divulged to us during the preparation of this report. It is also important to note that the preparation of this report does not mean that an all exhaustive assessment was performed; only that which was necessary to comply with ASTM Practice E1527-13.

Our observations are based upon conditions visually apparent at the site at the time of our visit and are not intended to address specific subsurface soil and groundwater conditions, which can only be assessed by performing a detailed subsurface sampling program. Triad has considered the degree of obviousness of the presence or likely presence of contamination at the site and the ability to detect the contamination by appropriate investigation. With the exception of those environmental concerns identified in Section 1.1 to this report, Triad did not observe any conditions indicating the presence or likely presence of contamination at the site. The contents of this report should not be construed in any way to indicate Triad’s recommendations to purchase, sell, or develop the site.

Triad, by virtue of providing the services described in this report, does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for reporting to any local, state, or federal public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment. In areas that require notification of local, state, or federal public agencies as required by law, it is the User's responsibility to so notify.

It should also be noted that our assessment is considered to be valid only at the time and locations investigated and that conditions within the site may vary with time. The nature and extent of these variations may only become evident during the course of future investigations or development. This report was not and is not intended to establish the compliance status of the subject site with federal, state, or local environmental regulations. We have performed our services in general accordance with ASTM Practice E1527-13 for conducting a Phase I ESA and make no other warranty, either expressed or implied, as to the professional services and advice contained herein.

10.5 Special Terms and Conditions

There were no special terms and conditions in-place with regard to the findings, conclusions, or our expressed opinion regarding recognized environmental conditions potentially associated with the site.

10.6 User Reliance

Triad performed the Phase I ESA work tasks in general accordance with ASTM Practice E1527-13, unless otherwise noted in this report. As such, Valley Health may rely upon the findings of the Phase I ESA report, subject to the scope of services, significant assumptions, limitations and exceptions, and special terms and conditions as described in the Phase I ESA report. Triad emphasizes that this Phase I ESA does not guarantee that unobserved conditions, undocumented incidents, or information withheld concerning environmental conditions at the site will not affect the level of environmental risk or potential liability at the site.

10.7 Deviations

Triad has performed this Phase I Environmental Site Assessment at the subject site in general conformance with the scope and limitations of ASTM Practice E1527-13.

10.8 Data Gaps

The accuracy and completeness of this report may be limited by the following:

- **Access Limitations** – There were no access limitations.
- **Physical Obstructions to Observations** – The site consisted of dense vegetation and/or forest cover on steep terrain which limited access and visibility. Otherwise, no

significant physical obstructions to observations were encountered during this assessment.

- **Outstanding Information Requests** – Responses to FOIA requests were not received from the Warren County Fire and Rescue Services Department and Warren County Health Department. In addition, the site owner was provided with an environmental questionnaire to complete, which has not been returned.
- **Historical Data Source Failure** – Historical data sources were available for the site dating back to 1937.
- **Other** – No other significant data gaps were identified during this assessment.

It should be noted that this assessment did not include a complete audit of operational environmental compliance issues, or of any environmental management systems (EMS) that may exist for the site facility. Where required, the documents listed in the attachments were used as reference material for the completion of the Phase I ESA. Some of the information presented in this report was provided through existing documents and interviews. Although attempts were made whenever possible to obtain a minimum of two confirmatory sources of information, Triad in certain instances has been required to assume that the information provided is accurate.

The information and conclusions contained in this report are based upon work undertaken by trained professional and technical staff in accordance with generally accepted engineering and scientific practices current at the time the work was performed. The conclusions and recommendations presented represent the best judgment of Triad based on the data obtained from the work. Due to the nature of investigation and the limited data available, Triad cannot warrant against undiscovered environmental liabilities. Conclusions and recommendations presented in this report should not be construed as legal advice. Should additional information become available, which differs significantly from our understanding of conditions presented in this report, we request that this information be brought to our attention so that we may reassess the conclusions provided herein.

10.9 Reliance

This report was prepared in confidence at the request and for the sole use of Valley Health and the contents hereof may not be used or relied upon by any other party other than those enumerated without the express written consent of Triad Engineering, Inc. and Valley Health. Any use or reliance by a third party shall be at that party's sole risk.

11.0 USER PROVIDED INFORMATION

The User was provided an environmental questionnaire to complete on April 24, 2017. As of the date of this report, the completed questionnaire has not been received.

11.1 Specialized Knowledge

The User did not provide any specialized knowledge regarding the history and/or use of the site.

11.2 Valuation Reduction for Environmental Issues

The User did not disclose whether there is a known reduction in the value of the site due to the actual or perceived environmental issues. *ASTM Practice E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, “does not require that a real estate appraisal be obtained in order to ascertain fair market value of the property.”

11.3 Commonly Known or Reasonably Ascertainable Information

The User did not disclose any commonly known or reasonably ascertainable information within the local community about the site that is material to RECs in connection with the site.

11.4 Environmental Liens and Activity/Use Limitations

The User did not engage Triad to perform a search of environmental liens and activity and use limitations (AULs). The User did not provide title reports for Triad’s review. The User did not inform Triad of any environmental cleanup liens or AULs filed against the site property recorded under federal, tribal, state, or local law.

11.5 Reason for Performing Phase I ESA

The User did not disclose the reason for performing the Phase I ESA.

11.6 Title Records

The User did not engage Triad to perform a title records search.

11.7 Historical Documentation Review

The User did not provide Triad with any environmentally significant historical documentation regarding the subject site.

12.0 REFERENCES

American Society of Testing and Materials (ASTM) Standard Practice E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, 2013.

Environmental Data Resources, Incorporated, First Search Report, ID No. 4903243.2s, Warren Memorial Hospital Property, Front Royal, VA 22630 dated April 10, 2017.

Federal Emergency Management Agency Flood Insurance Rate Map Community Panel Number 51187C0117C, effective on 6/3/2008.

Geologic Map of Clarke, Frederick, Page, Shenandoah, and Warren Counties, Virginia: Lord Fairfax Planning District, as prepared in cooperation with the USGS and dated 1996.

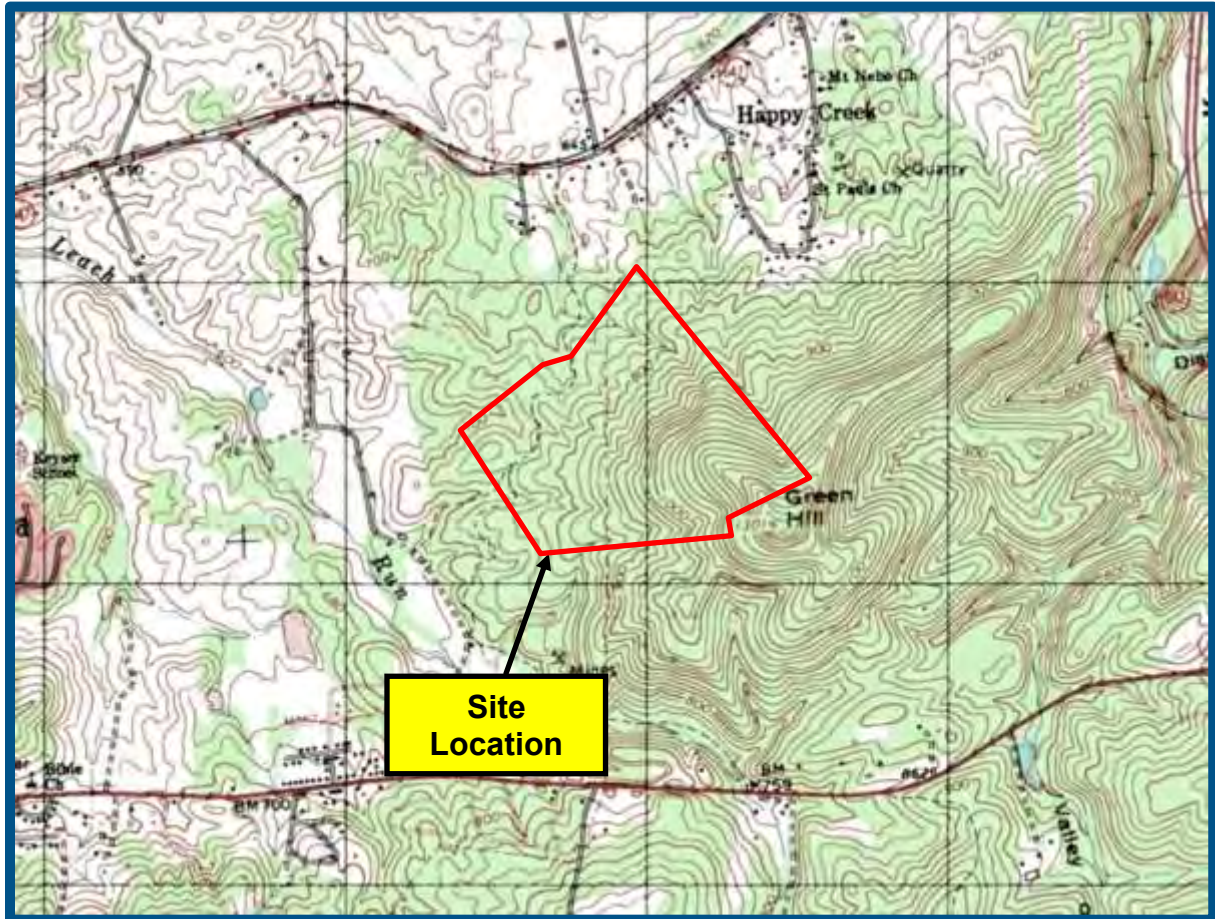
Phase I ESA report for the site titled "Approximate 165-Acre Property, Green Hill, Front Royal, Virginia 22630" prepared for Valley Engineering c/o Valley Health Systems by Triad Engineering, Inc. dated August 29, 2006 (Triad Project No. 07-06-0439).

APPENDIX A
SITE FIGURES

FIGURE 1

**Approximate 147.039-Acre
Warren Memorial Hospital Property**
Leach Run Parkway
Front Royal, Virginia

Site Vicinity Topographic Map



U.S. Geological Survey 7.5-Minute Series Topographic Map,
Front Royal, VA 1986
Not to Scale

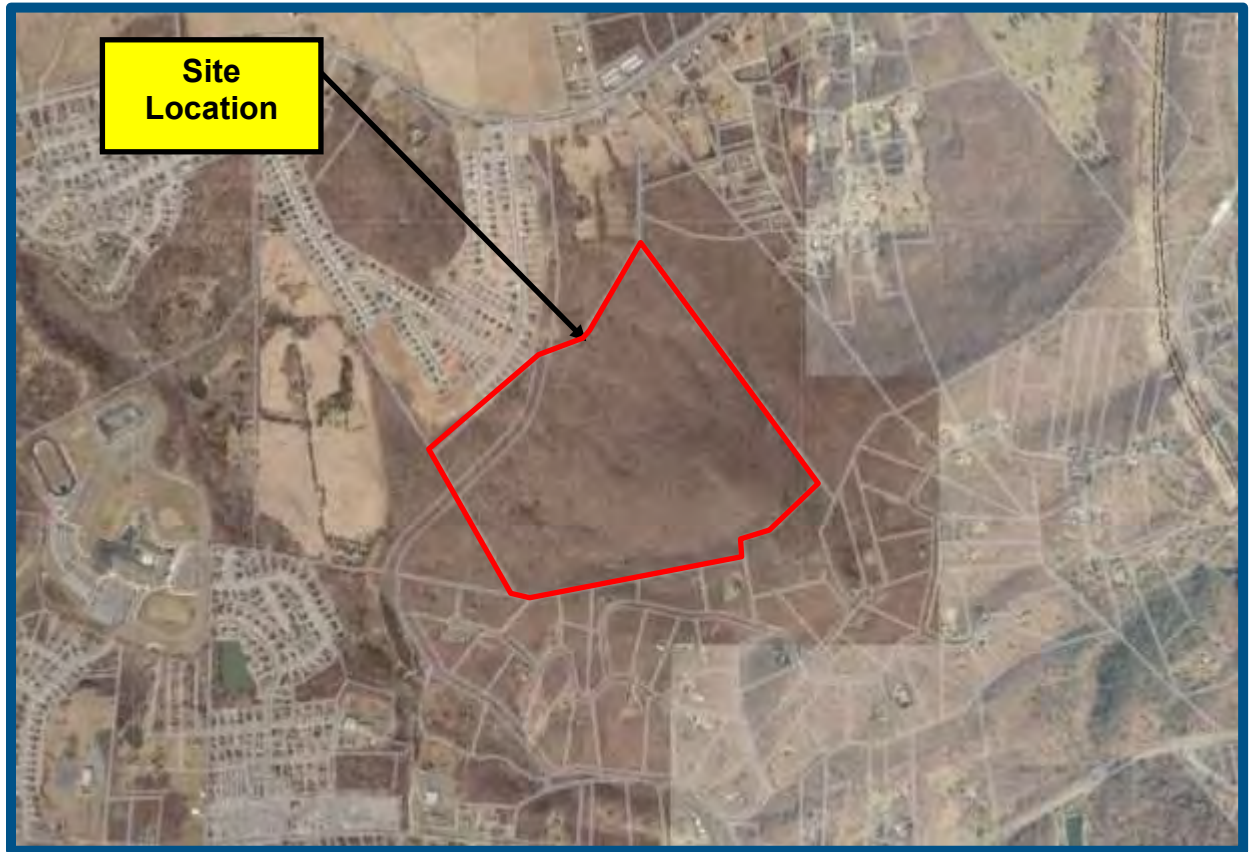




FIGURE 3

**Approximate 147.039-Acre
Warren Memorial Hospital Property**
Leach Run Parkway
Front Royal, Virginia

Tax Map



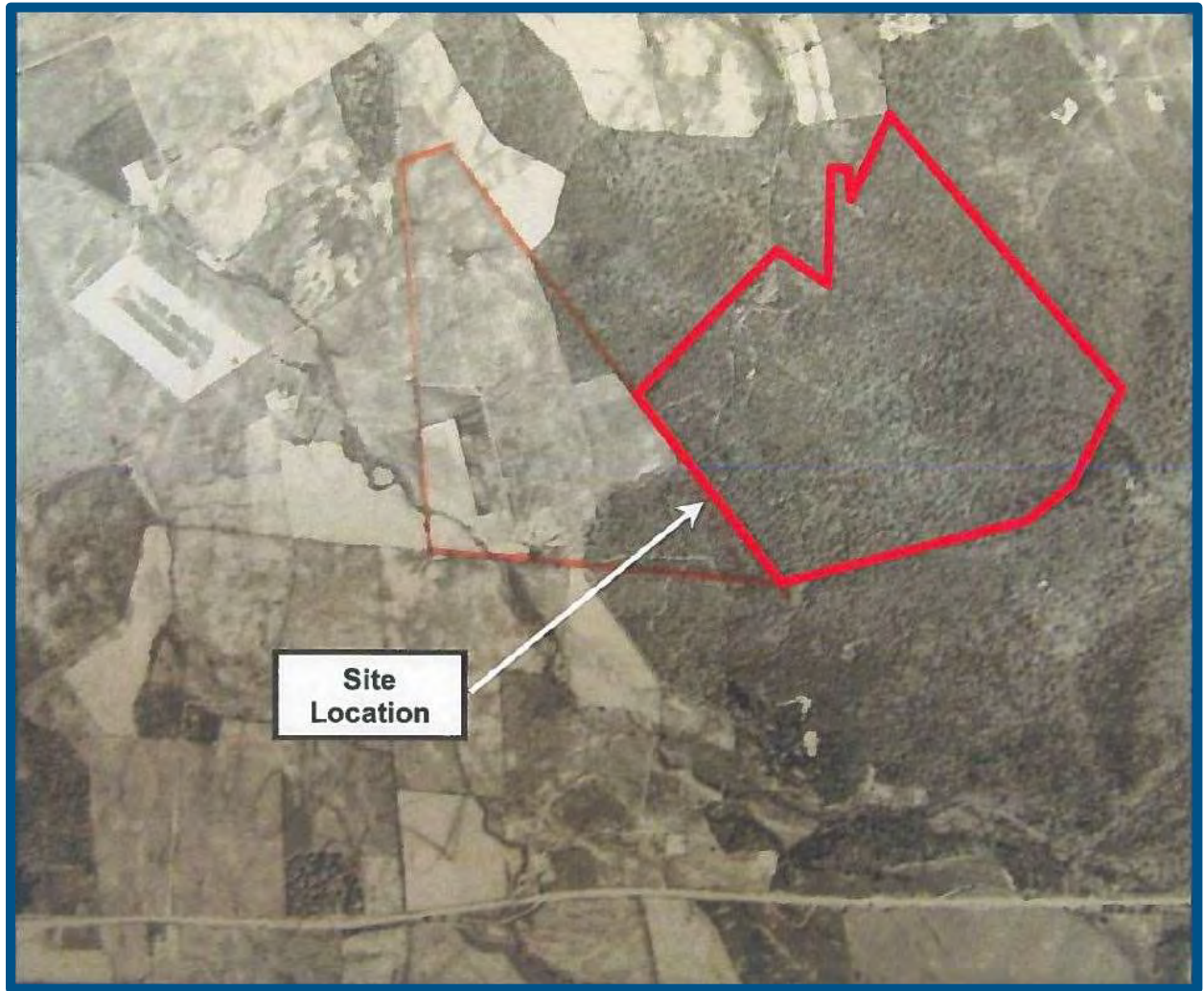
Source: Warren County
Tax Map No. 20A212 2



FIGURE 4

**Approximate 147.039-Acre
Warren Memorial Hospital Property**
Leach Run Parkway
Front Royal, Virginia

1937 Aerial Photograph



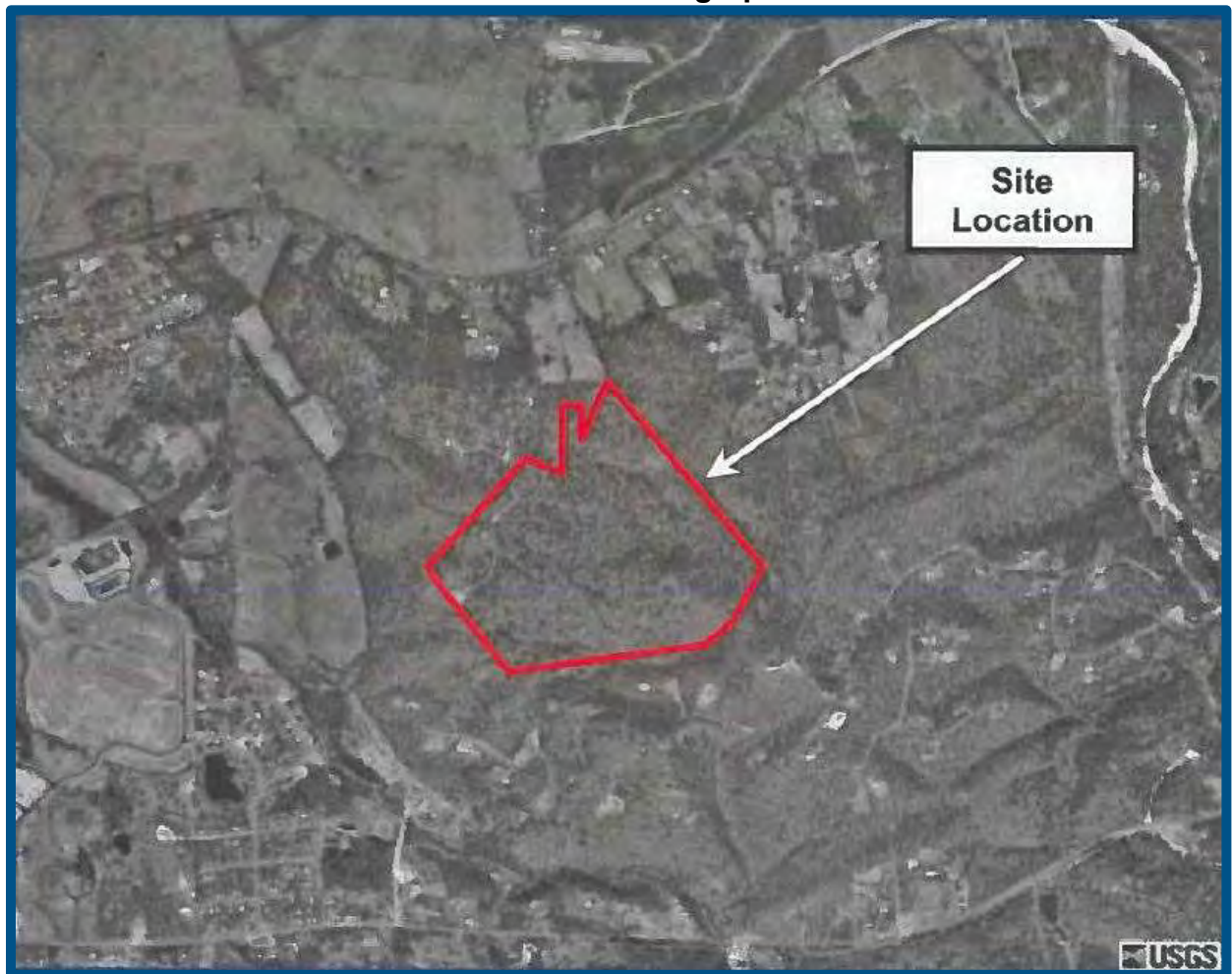
Source: NRCS/Triad Records



FIGURE 5

**Approximate 147.039-Acre
Warren Memorial Hospital Property**
Leach Run Parkway
Front Royal, Virginia

1997 Aerial Photograph



Source: USGS/Triad Records



FIGURE 6

**Approximate 147.039-Acre
Warren Memorial Hospital Property
Leach Run Parkway
Front Royal, Virginia**

1944 Historic Topo



Source: USGS/Triad Records



APPENDIX B
EDR FIRSTSEARCH REPORT

Warren Memorial Hospital Property

Not Reported

Front Royal, VA 22630

Inquiry Number: 4903243.2s

April 10, 2017

FirstSearch Area/Linear Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Search Summary Report

TARGET SITE NOT REPORTED
FRONT ROYAL, VA 22630

Category	Sel	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<i>NPL</i>	Y	0	0	0	0	0	0	0
<i>NPL Delisted</i>	Y	0	0	0	0	0	0	0
<i>CERCLIS</i>	Y	0	0	0	0	-	0	0
<i>NFRAP</i>	Y	0	0	1	0	-	0	1
<i>RCRA COR ACT</i>	Y	0	0	0	0	0	0	0
<i>RCRA TSD</i>	Y	0	0	0	0	-	0	0
<i>RCRA GEN</i>	Y	0	0	0	-	-	0	0
<i>Federal IC / EC</i>	Y	0	0	0	0	-	0	0
<i>ERNS</i>	Y	0	-	-	-	-	0	0
<i>State/Tribal SWL</i>	Y	0	0	0	0	-	0	0
<i>State/Tribal LTANKS</i>	Y	0	0	2	2	-	0	4
<i>State/Tribal Tanks</i>	Y	0	0	0	-	-	0	0
<i>State/Tribal IC / EC</i>	Y	0	0	0	0	-	0	0
<i>State/Tribal VCP</i>	Y	0	0	0	0	-	0	0
<i>US Brownfields</i>	Y	0	0	0	0	-	0	0
<i>Other Haz Sites</i>	Y	0	-	-	-	-	0	0
<i>Spills</i>	Y	0	-	-	-	-	0	0
<i>Other</i>	Y	0	0	0	-	-	0	0
- Totals --		0	0	3	2	0	0	5

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Search Summary Report

TARGET SITE: NOT REPORTED
FRONT ROYAL, VA 22630

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
NPL	NPL	12/05/2016	1.000	0	0	0	0	0	0	0
	Proposed NPL	12/05/2016	1.000	0	0	0	0	0	0	0
NPL Delisted	Delisted NPL	12/05/2016	1.000	0	0	0	0	0	0	0
CERCLIS	SEMS	10/10/2016	0.500	0	0	0	0	-	0	0
NFRAP	SEMS-ARCHIVE	10/10/2016	0.500	0	0	1	0	-	0	1
RCRA COR ACT	CORRACTS	12/12/2016	1.000	0	0	0	0	0	0	0
RCRA TSD	RCRA-TSDF	12/12/2016	0.500	0	0	0	0	-	0	0
RCRA GEN	RCRA-LQG	12/12/2016	0.250	0	0	0	-	-	0	0
	RCRA-SQG	12/12/2016	0.250	0	0	0	-	-	0	0
	RCRA-CESQG	12/12/2016	0.250	0	0	0	-	-	0	0
Federal IC / EC	US ENG CONTROLS	11/15/2016	0.500	0	0	0	0	-	0	0
	US INST CONTROL	11/15/2016	0.500	0	0	0	0	-	0	0
ERNS	ERNS	09/26/2016	TP	0	-	-	-	-	0	0
State/Tribal SWL	SWF/LF	09/10/2015	0.500	0	0	0	0	-	0	0
State/Tribal LTANKS	LUST	05/18/2004	0.500	0	0	1	1	-	0	2
	INDIAN LUST	10/27/2015	0.500	0	0	0	0	-	0	0
	LTANKS	11/02/2016	0.500	0	0	1	1	-	0	2
State/Tribal Tanks	UST	11/01/2016	0.250	0	0	0	-	-	0	0
	AST	11/01/2016	0.250	0	0	0	-	-	0	0
	INDIAN UST	10/20/2015	0.250	0	0	0	-	-	0	0
State/Tribal IC / EC	INST CONTROL	12/22/2016	0.500	0	0	0	0	-	0	0
State/Tribal VCP	VCP	12/22/2016	0.500	0	0	0	0	-	0	0
US Brownfields	US BROWNFIELDS	03/02/2017	0.500	0	0	0	0	-	0	0
Other Haz Sites	US CDL	09/30/2016	TP	0	-	-	-	-	0	0

Search Summary Report

TARGET SITE: NOT REPORTED
FRONT ROYAL, VA 22630

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
Spills	HMIRS	12/28/2016	TP	0	-	-	-	-	0	0
	SPILLS	11/01/2016	TP	0	-	-	-	-	0	0
	SPILLS 90	09/01/2012	TP	0	-	-	-	-	0	0
Other	RCRA NonGen / NLR	12/12/2016	0.250	0	0	0	-	-	0	0
	TSCA	12/31/2012	TP	0	-	-	-	-	0	0
	TRIS	12/31/2014	TP	0	-	-	-	-	0	0
	SSTS	12/31/2009	TP	0	-	-	-	-	0	0
	RAATS	04/17/1995	TP	0	-	-	-	-	0	0
	PRP	10/25/2013	TP	0	-	-	-	-	0	0
	PADS	01/20/2016	TP	0	-	-	-	-	0	0
	ICIS	11/18/2016	TP	0	-	-	-	-	0	0
	FTTS	04/09/2009	TP	0	-	-	-	-	0	0
	MLTS	08/30/2016	TP	0	-	-	-	-	0	0
	RADINFO	01/04/2017	TP	0	-	-	-	-	0	0
	INDIAN RESERV	12/31/2014	1.000	0	0	0	0	0	0	0
	US AIRS	10/12/2016	TP	0	-	-	-	-	0	0
	FINDS	07/15/2016	TP	0	-	-	-	-	0	0
	- Totals --			0	0	3	2	0	0	5

Site Information Report

Request Date: APRIL 10, 2017
Request Name: PATRICK UPHAM

Search Type: COORD
Job Number: 03170125

Target Site: NOT REPORTED
FRONT ROYAL, VA 22630

Site Location

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>	<u>UTMs</u>
Longitude:	78.151421	78.1514210 - 78° 9' 5.11"	Easting: 746971.4
Latitude:	38.919278	38.9192780 - 38° 55' 9.40"	Northing: 4311469.5
Elevation:	893 ft. above sea level		Zone: Zone 17

Demographics

Sites: 5 **Non-Geocoded:** 0 **Population:** N/A
RADON

EPA Region 3 Statistical Summary Readings for Zip Code: 22630

Number of sites tested: 224.

Maximum Radon Level: 73.9 pCi/L.

Minimum Radon Level: 0.2 pCi/L.

<u>pCi/L</u>	<u>pCi/L</u>	<u>pCi/L</u>	<u>pCi/L</u>	<u>pCi/L</u>	<u>pCi/L</u>
<u><4</u>	<u>4-10</u>	<u>10-20</u>	<u>20-50</u>	<u>50-100</u>	<u>>100</u>
135 (60.27%)	60 (26.79%)	17 (7.59%)	10 (4.46%)	2 (0.89%)	0 (0.00%)

Federal EPA Radon Zone for WARREN County: 1

Note: Zone 1 indoor average level > 4 pCi/L.

: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.

: Zone 3 indoor average level < 2 pCi/L.

Target Site Summary Report

Target Property: NOT REPORTED
FRONT ROYAL, VA 22630

JOB: 03170125

TOTAL: 5

GEOCODED: 5

NON GEOCODED: 0

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
--------	------------------------	-----------	---------	----------	----------	----------

No sites found for target address

Sites Summary Report

Target Property: NOT REPORTED
FRONT ROYAL, VA 22630

JOB: 03170125

TOTAL: 5 GEOCODED: 5 NON GEOCODED: 0

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
1	SEMS-ARCHIVE --0304407 --VAD988201018	RUTHERFORD SALVAGE YARD	ROUTE 55 EAST & ROUTE 55 FRONT ROYAL, VA 22630	0.19 SW	- 210	1
2	LTANKS --Closed --200000220221 --20056106	HEINRICH KAHRS RESIDENCE	1656 HAPPY CREEK RD FRONT ROYAL, VA 22630	0.21 North	- 231	2
2	LUST --Closed --20056106 --Confirmed	HEINRICH KAHRS RESIDENCE	1656 HAPPY CREEK RD FRONT ROYAL, VA 22630	0.21 North	- 231	3
3	LTANKS --Closed --200000209152 --20036060	BUCKTON PRESBYTERIAN CHURCH	2315 JOHN MARSHALL HWY FRONT ROYAL, VA	0.45 SE	+ 3	4
3	LUST --Closed --20036060 --Confirmed	BUCKTON PRESBYTERIAN CHURCH	2315 JOHN MARSHALL HWY FRONT ROYAL, VA	0.45 SE	+ 3	5

Site Detail Report

Target Property: NOT REPORTED
FRONT ROYAL, VA 22630

JOB: 03170125

SEMS-ARCHIVE

EDR ID: 1003866950 **DIST/DIR:** 0.194 SW **ELEVATION:** 683 **MAP ID:** 1

NAME: RUTHERFORD SALVAGE YARD
ADDRESS: ROUTE 55 EAST & ROUTE 55 A
FRONT ROYAL, VA 22630
WARREN
SOURCE: US EPA

Rev: 10/10/2016
ID/Status: 0304407
ID/Status: VAD988201018

SEMS-ARCHIVE:

Site ID: 304407
EPA ID: VAD988201018
Federal Facility: N
NPL: Not on the NPL
Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

Following information was gathered from the prior CERCLIS update completed in 10/2013: :

Site ID: 0304407
Federal Facility: Not a Federal Facility
NPL Status: Not on the NPL
Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

CERCLIS-NFRAP Site Contact Details:
Contact Sequence ID: 13311000.00000
Person ID: 3000213.00000

CERCLIS-NFRAP Assessment History:
Action: PRELIMINARY ASSESSMENT
Date Started: / /
Date Completed: 02/03/92
Priority Level: NFRAP-Site does not qualify for the NPL based on existing information

Action: ARCHIVE SITE
Date Started: / /
Date Completed: 02/03/92
Priority Level: Not reported

Action: REMOVAL ASSESSMENT
Date Started: 03/07/91
Date Completed: 03/07/91
Priority Level: Not reported

Action: DISCOVERY
Date Started: / /
Date Completed: 03/07/91
Priority Level: Not reported

Site Detail Report

Target Property: NOT REPORTED
FRONT ROYAL, VA 22630

JOB: 03170125

LTANKS

EDR ID:	S106906018	DIST/DIR:	0.212 North	ELEVATION:	662	MAP ID:	2
----------------	------------	------------------	-------------	-------------------	-----	----------------	---

NAME: HEINRICH KAHRS RESIDENCE

Rev: 11/02/2016

ADDRESS: 1656 HAPPY CREEK RD
FRONT ROYAL, VA 22630
WARREN COUNTY

ID/Status: Closed
ID/Status: 200000220221
ID/Status: 20056106

SOURCE: VA Department of Environmental Quality

LTANKS:

Region: VRO

CEDS Facility Id: 200000220221

Case Status: Closed

Pollution Complaint #: 20056106

Reported: 02/26/2005

Site Detail Report

Target Property: NOT REPORTED
FRONT ROYAL, VA 22630

JOB: 03170125

LUST

EDR ID: S106906018 **DIST/DIR:** 0.212 North **ELEVATION:** 662 **MAP ID:** 2

NAME: HEINRICH KAHRS RESIDENCE

Rev: 05/18/2004

ADDRESS: 1656 HAPPY CREEK RD
FRONT ROYAL, VA 22630
WARREN COUNTY

ID/Status: Closed
ID/Status: 20056106
ID/Status: Confirmed

SOURCE: VA Department of Environmental Quality Northern Regional Office

LUST REG VA:

Region: Valley

Facility Status: Closed

Release Status: Confirmed

Pollution Complaint #: 20056106

Program: RP Lead

Contact Name: Kahrs, Heinrich

Contact Address: 1656 Happy Creek Rd

Contact City: Front Royal

Contact State: VA

Contact Zip: 22630

Contact Telephone: 5406369317

Site Detail Report

Target Property: NOT REPORTED
FRONT ROYAL, VA 22630

JOB: 03170125

LTANKS

EDR ID:	S105813067	DIST/DIR:	0.453 SE	ELEVATION:	896	MAP ID:	3
----------------	------------	------------------	----------	-------------------	-----	----------------	---

NAME: BUCKTON PRESBYTERIAN CHURCH

Rev: 11/02/2016

ADDRESS: 2315 JOHN MARSHALL HWY
FRONT ROYAL, VA
FREDERICK COUNTY

ID/Status: Closed
ID/Status: 200000209152
ID/Status: 20036060

SOURCE: VA Department of Environmental Quality

LTANKS:

Region: VRO

CEDS Facility Id: 200000209152

Case Status: Closed

Pollution Complaint #: 20036060

Reported: 01/06/2003

Site Detail Report

Target Property: NOT REPORTED
FRONT ROYAL, VA 22630

JOB: 03170125

LUST

EDR ID: S105813067 **DIST/DIR:** 0.453 SE **ELEVATION:** 896 **MAP ID:** 3

NAME: BUCKTON PRESBYTERIAN CHURCH **Rev:** 05/18/2004
ADDRESS: 2315 JOHN MARSHALL HWY ID/Status: Closed
FRONT ROYAL, VA ID/Status: 20036060
FREDERICK COUNTY ID/Status: Confirmed
SOURCE: VA Department of Environmental Quality Northern Regional Office

LUST REG VA:
Region: Valley
Facility Status: Closed
Release Status: Confirmed
Pollution Complaint #: 20036060
Program: RP Lead
Contact Name: Buckton Presbyterian Church
Contact Address: 2315 John Marshall Highway
Contact City: Front Royal
Contact State: VA
Contact Zip: 22630
Contact Telephone: 5406366803

Database Descriptions

NPL: NPL National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices. NPL - National Priority List Proposed NPL - Proposed National Priority List Sites.

NPL Delisted: Delisted NPL The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. Delisted NPL - National Priority List Deletions

CERCLIS: SEMS SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL. SEMS - Superfund Enterprise Management System

NFRAP: SEMS-ARCHIVE SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site. SEMS-ARCHIVE - Superfund Enterprise Management System Archive

RCRA COR ACT: CORRACTS CORRACTS identifies hazardous waste handlers with RCRA corrective action activity. CORRACTS - Corrective Action Report

RCRA TSD: RCRA-TSDF RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste. RCRA-TSDF - RCRA - Treatment, Storage and Disposal

RCRA GEN: RCRA-LQG RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month. RCRA-LQG - RCRA - Large Quantity Generators RCRA-SQG - RCRA - Small Quantity Generators. RCRA-CESQG - RCRA - Conditionally Exempt Small Quantity Generators.

Federal IC / EC: US ENG CONTROLS A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health. US ENG CONTROLS - Engineering Controls Sites List US INST CONTROL - Sites with Institutional Controls.

Database Descriptions

ERNS: ERNS Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances. ERNS - Emergency Response Notification System

State/Tribal SWL: SWF/LF Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites. SWF/LF - Solid Waste Management Facilities

State/Tribal LTANKS: LUST REG PD LUST REG VA - Leaking Underground Storage Tank List. LUST REG SW - Leaking Underground Storage Tank Database. LUST REG NO - Leaking Underground Storage Tank Tracking Database. LUST REG WC - Leaking Underground Storage Tank List. LUST REG TD - Leaking Underground Storage Tank Sites. LUST REG SC - Leaking Underground Storage Tanks. Leaking underground storage tank site locations. Includes: counties of Amelia, Brunswick, Charles City, Chesterfield, Dinwiddie, Essex, Gloucester, Goochland, Greenville, Hanover, Henrico, King and Queen, King William, Lancaster, Mathews, Middlesex, New Kent, Northumberland, Powhatan, Prince George, Richmond, Surry, Sussex, Westmoreland; cities of Colonial Heights, Emporia, Hopewell, Petersburg. LUST REG SC - Leaking Underground Storage Tank Sites INDIAN LUST R5 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R10 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R9 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R4 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R8 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R1 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R6 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R7 - Leaking Underground Storage Tanks on Indian Land. LTANKS - Leaking Petroleum Storage Tanks.

State/Tribal Tanks: UST Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program. UST - Registered Petroleum Storage Tanks AST - Registered Petroleum Storage Tanks. INDIAN UST R9 - Underground Storage Tanks on Indian Land. INDIAN UST R7 - Underground Storage Tanks on Indian Land. INDIAN UST R10 - Underground Storage Tanks on Indian Land. INDIAN UST R6 - Underground Storage Tanks on Indian Land. INDIAN UST R1 - Underground Storage Tanks on Indian Land. INDIAN UST R8 - Underground Storage Tanks on Indian Land. INDIAN UST R5 - Underground Storage Tanks on Indian Land. INDIAN UST R4 - Underground Storage Tanks on Indian Land.

State/Tribal IC / EC: INST CONTROL Sites included in the Voluntary Remediation Program database that have deed restrictions. INST CONTROL - Voluntary Remediation Program Database

State/Tribal VCP: VRP The Voluntary Cleanup Program encourages owners of elected contaminated sites to take the initiative and conduct voluntary cleanups that meet state environmental standards. VRP - Voluntary Remediation Program

US Brownfields: US BROWNFIELDS Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs. US BROWNFIELDS - A Listing of Brownfields Sites

Other Haz Sites: US CDL A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments. US CDL - Clandestine Drug Labs

Database Descriptions

Spills: HMIRS Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT. HMIRS - Hazardous Materials Information Reporting System SPILLS PD - PREP Database. SPILLS SW - Reportable Spills. SPILLS - Prep/Spills Database Listing. SPILLS VA - PREP Database. SPILLS BRL - Prep/Spills Database Listing. SPILLS NO - PREP Database. SPILLS WC - Prep Database. SPILLS TD - PREP Database. SPILLS PC - Pollution Complaint Database. SPILLS 90 - SPILLS90 data from FirstSearch.

Other: RCRA NonGen / NLR RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste. RCRA NonGen / NLR - RCRA - Non Generators / No Longer Regulated FEDLAND - Federal and Indian Lands. TSCA - Toxic Substances Control Act. TRIS - Toxic Chemical Release Inventory System. SSTS - Section 7 Tracking Systems. RAATS - RCRA Administrative Action Tracking System. PRP - Potentially Responsible Parties. PADS - PCB Activity Database System. ICIS - Integrated Compliance Information System. FTTS - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). FTTS INSP - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). MLTS - Material Licensing Tracking System. RADINFO - Radiation Information Database. BRS - Biennial Reporting System. INDIAN RESERV - Indian Reservations. US AIRS (AFS) - Aerometric Information Retrieval System Facility Subsystem (AFS). US AIRS MINOR - Air Facility System Data. FINDS - Facility Index System/Facility Registry System.

Database Sources

NPL: EPA

Updated Quarterly

NPL Delisted: EPA

Updated Quarterly

CERCLIS: EPA

Updated Quarterly

NFRAP: EPA

Updated Quarterly

RCRA COR ACT: EPA

Updated Quarterly

RCRA TSD: Environmental Protection Agency

Updated Quarterly

RCRA GEN: Environmental Protection Agency

Updated Quarterly

Federal IC / EC: Environmental Protection Agency

Varies

ERNS: National Response Center, United States Coast Guard

Updated Annually

State/Tribal SWL: Department of Environmental Quality

Updated Quarterly

State/Tribal LTANKS: Department of Environmental Quality, South Central Region

Updated Semi-Annually

State/Tribal Tanks: Department of Environmental Quality

Updated Semi-Annually

State/Tribal IC / EC: Department of Environmental Quality

Updated Quarterly

Database Sources

State/Tribal VCP: Department of Environmental Quality

Updated Quarterly

US Brownfields: Environmental Protection Agency

Updated Semi-Annually

Other Haz Sites: Drug Enforcement Administration

Updated Quarterly

Spills: U.S. Department of Transportation

Updated Annually

Other: Environmental Protection Agency

Varies

Street Name Report for Streets near the Target Property

Target Property:

NOT REPORTED
FRONT ROYAL, VA 22630

JOB:

03170125

Street Name	Dist/Dir	Street Name	Dist/Dir
-------------	----------	-------------	----------

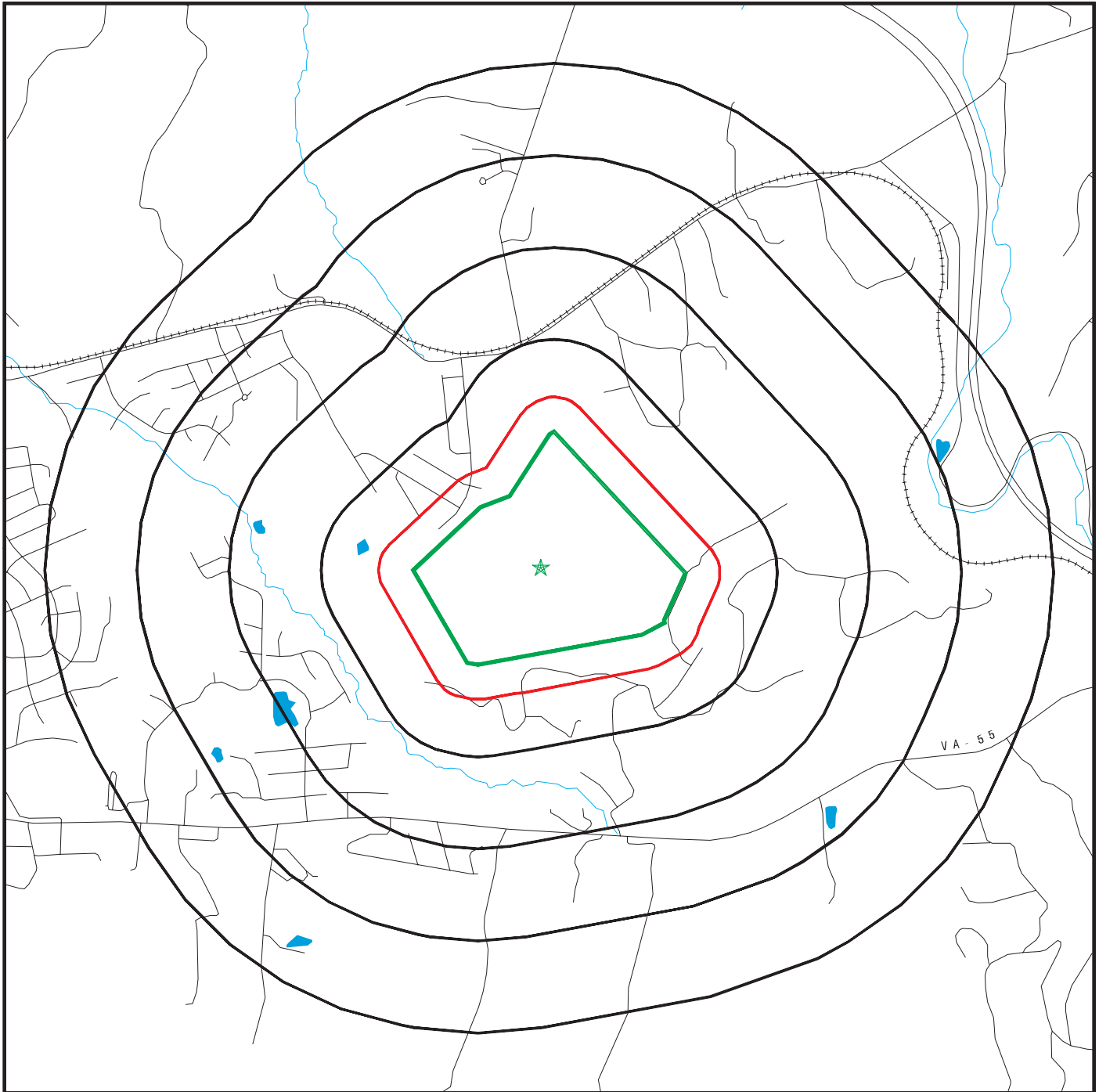
Environmental FirstSearch

1.000 Mile Radius

ASTM MAP: NPL, RCRACOR, STATES Sites



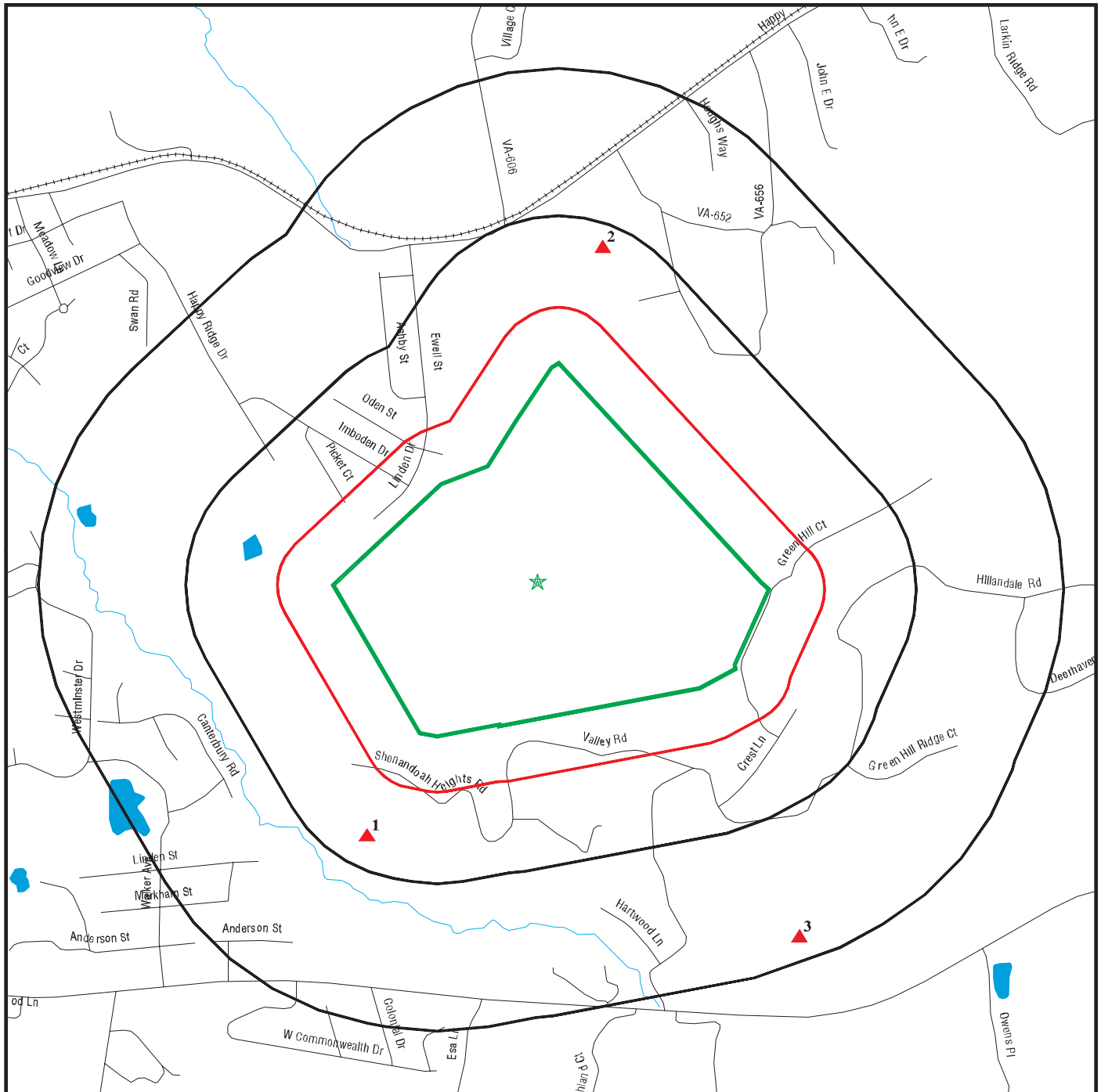
NOT REPORTED FRONT ROYAL, VA 22630



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 38.919278 Longitude: 78.151421)
- ▲ Identified Sites
- Indian Reservations BIA
- National Priority List Sites

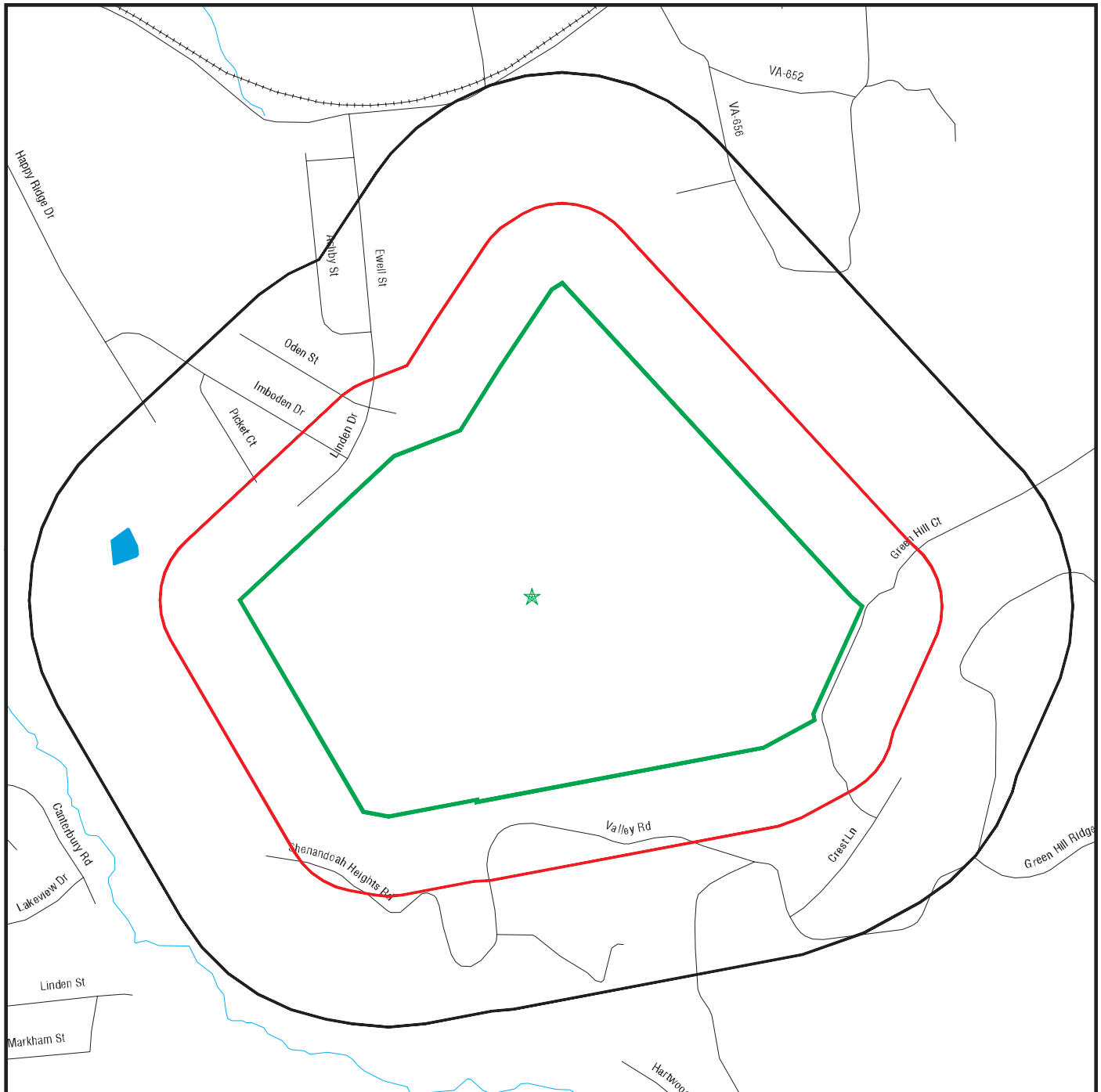
NOT REPORTED FRONT ROYAL, VA 22630



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ **Target Property (Latitude: 38.919278 Longitude: 78.151421)**
- ▲ **Identified Sites**
- **National Priority List Sites**
- ▨ **Indian Reservations BIA**

NOT REPORTED FRONT ROYAL, VA 22630



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

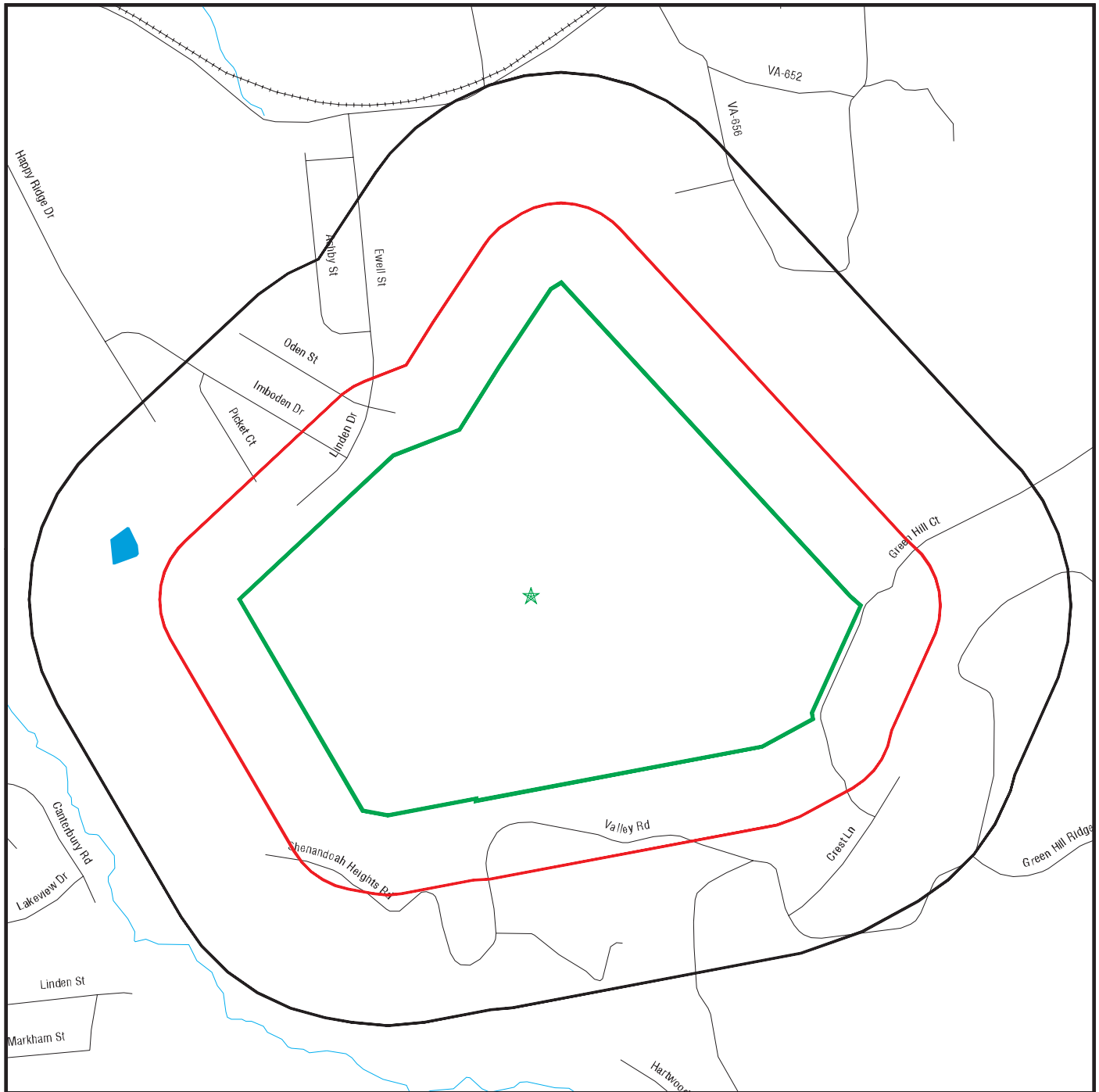
- ★ Target Property (Latitude: 38.919278 Longitude: 78.151421)
- ▲ Identified Sites
- Indian Reservations BIA
- National Priority List Sites

Environmental FirstSearch

0.25 Mile Radius
Non ASTM Map, Spills, FINDS



NOT REPORTED FRONT ROYAL, VA 22630



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

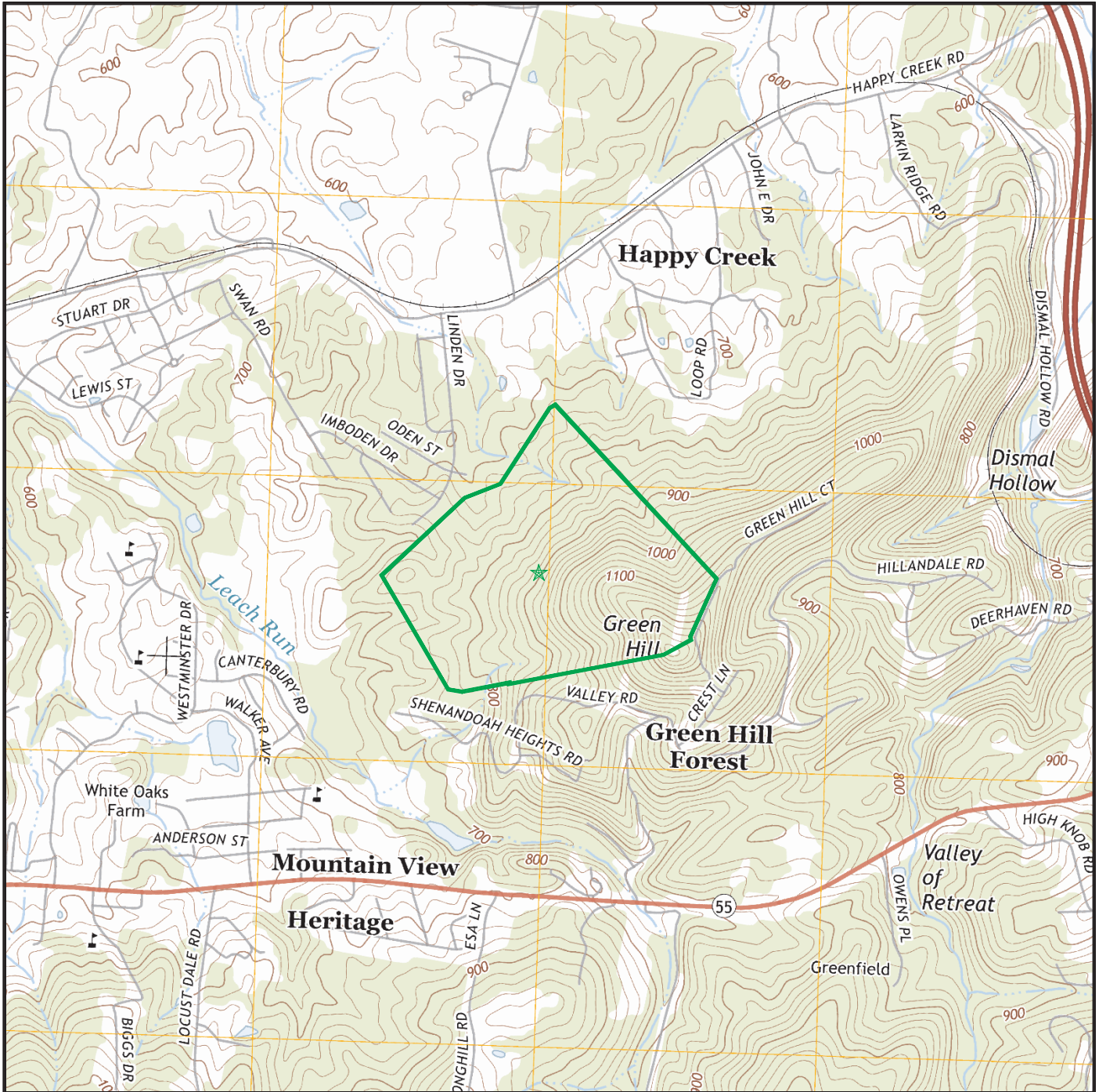
- ★ Target Property (Latitude: 38.919278 Longitude: 78.151421)
- ▲ Identified Sites
- Indian Reservations BIA
- ⚠ Sensitive Receptors
- National Priority List Sites

Site location Map

Topo: 0.75 Mile Radius



NOT REPORTED FRONT ROYAL, VA 22630



Map Image Position: TP
Map Reference Code & Name: 5948850 Front Royal
Map State(s): VA
Version Date: 2013

APPENDIX C

LOCAL AGENCY CORRESPONDENCE

Virginia Freedom of Information Act
Information Request Form
(§2.2 – 3700 et seq. Code of Virginia)

DATE OF REQUEST: 4/10/17

RECEIVED BY: _____

AGENCY/DEPARTMENT/SECTION: The Warren County Fire & Rescue Services

NAME: Triad Engineering, Inc. Attn Patrick Upham

ADDRESS: 1075 D Sherman Ave

CITY: Hagerstown STATE: MD ZIP CODE: 21740

TELEPHONE: 301-797-6400 or pupham@triadeng.com

DESCRIPTION OF REQUESTED RECORDS: (SPECIFY BELOW)
Including: Date/Name/Address/Tax Map #, etc.

Triad Engineering, Inc. is performing a Phase I Environmental Site Assessment for Tax Map # 20A212 2 located in the Town of Front Royal and Warren County, VA. As part of this process we are interested in obtaining any information your office has regarding environmental incidents or violations with respect to petroleum products and/or hazardous wastes; underground and/or above ground storage tanks and environmental liens and/or activity and use limitations. We are also interested in any information regarding onsite wells and/or septic systems.

SIGNATURE: _____

BELOW FOR OFFICE USE ONLY

DATE INFORMATION DUE (MAXIMUM OF 5 DAYS): _____

ARE RECORDS EXCLUDED BY THE ACT?: ☐ YES ☐ NO

IF EXCLUDED, WHY? (SPECIFIC REASONS): _____

EXTRA TIME REQUIRED: ☐ YES ☐ NO

ESTIMATED CHARGES: \$ _____ (TOTAL)

COPYING AND RESEARCH TIME:

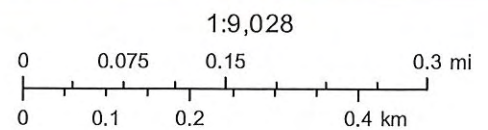
_____ NUMBER OF SHEETS @ _____ EACH \$ _____

_____ SEARCH TIME @ _____ PER HOUR \$ _____

Tax Map # 20A212 2



April 10, 2017



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community



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Property Details

Current Owner

Name: WARREN MEMORIAL HOSPITAL

Mailing Address: 1000 N SHENANDOAH AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 0

FRONT ROYAL, VA 22630

Tax Map #: 20A212 2

Account #: 9532

Total Acres (Includes all Sublots): 147.039

Zoning: A-1

Occupancy Code: Vacant Land

Magisterial Code: Happy Creek-Town

Land Use: Agriculture/Undeveloped (20-99 acres)

School Zone: LFK Elem., WC Middle, WC High

Legal Repository

Legal Description: WARREN
MEMORIAL HOSPITAL

Instrument Type and Year: LR 2008 **Deed Book No:** N/A

Legal Description 2: PROP LR08-
3553 TM 21-8G

Instrument Number: 3553 **Deed Book Page:** 0

Legal Description 3: COMB 20A212
2 LR14-1881

Slide Number: N/A **Will Book No:** N/A

Legal Description 4: N/A

Slide Index: N/A **Will Book Page:** 0

Valuation & Sales

Land	Improvements	Total Value
\$2,205,600	N/A	\$2,205,600

Grantor	Sale Price	Sale Date
WARREN MEMORIAL HOSPITAL ET AL	\$1,300,000	5/30/2008

Number of Parcels Involved in Sale

2



Building

Year Built: N/A	Foundation Type: N/A
Story Height: N/A	Water: None
Number of Rooms: N/A	Sewer: None
Number of Bedrooms: N/A	Heating: N/A
Full Bathrooms: N/A	Air Conditioning: N/A
Half Bathrooms: N/A	Fuel Type: N/A
Basement: N/A	Floor Type: N/A
Finished Basement SQ FT: N/A	Exterior Wall Type: N/A
Garage Capacity: N/A	Interior Wall Type: N/A
Garage Type: N/A	Roof Type: N/A
	Roof Material: N/A

Patrick Upham

From: noreply@civicplus.com
Sent: Monday, April 10, 2017 11:10 AM
To: Patrick Upham
Subject: Online Form Submittal: Records Request

Records Request

Name	Triad Engineering, Inc. Attn Patrick Upham
Email Address	pupham@triadeng.com
Address	1075 D Sherman Ave
City	Hagerstown
State	MD
Zip Code	21740
Phone Number	301-797-6400
Fax Number	301-797-2424
Specific Requested Documents	Triad Engineering, Inc. is performing a Phase I Environmental Site Assessment for the Tax Map # 20A212 2 located in the Town of Front Royal and Warren County, Virginia. As part of this process we are interested in obtaining any information your office has regarding environmental incidents or violations with respect to petroleum products and/or hazardous wastes; underground and/or above ground storage tanks; and environmental liens and/or activity and use limitations. We are also interested in any information regarding onsite wells and/or septic systems.

Please Note

The Freedom of Information Act (FOIA) provides that any person has a right of access to Town records, except to the extent that such records are protected from release by a FOIA exemption.

*Records are **not** free, and charges for the records may apply. If the charges are likely to exceed \$200, that amount shall be paid in full before the records request is processed.*

Be advised that some records are exempt from disclosure under specific provisions and/or other State or Federal law) and therefore will not be released.

In order to gather your requested records, the following is suggested:

That your request specify the document(s) rather than the information sought.

That the request be as specific as possible regarding the documents sought.

As a result of these minimal requirements, there is no form or format that has been adopted by either the Commonwealth or the Town for the submission of FOIA requests. However, the basic items as noted above are strongly suggested in order to assist you with your request.

Virginia Freedom of Information Act
Information Request Form
(§2.2 – 3700 et seq. Code of Virginia)

DATE OF REQUEST: 4/10/17

RECEIVED BY: _____

AGENCY/DEPARTMENT/SECTION: Warren County Health Department

NAME: Triad Engineering, Inc. Attn Patrick Upham

ADDRESS: 1075 D Sherman Ave

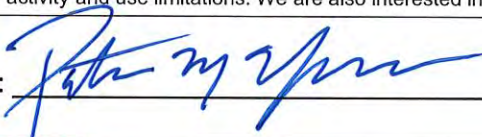
CITY: Hagerstown STATE: MD ZIP CODE: 21740

TELEPHONE: 301-797-6400 or pupham@triadeng.com

DESCRIPTION OF REQUESTED RECORDS: (SPECIFY BELOW)
Including: Date/Name/Address/Tax Map #, etc.

Triad Engineering, Inc. is performing a Phase I Environmental Site Assessment for Tax Map # 20A212 2 located in the Town of Front Royal and Warren County, VA. As part of this process we are interested in obtaining any information your office has regarding environmental incidents or violations with respect to petroleum products and/or hazardous wastes; underground and/or above ground storage tanks and environmental liens and/or activity and use limitations. We are also interested in any information regarding onsite wells and/or septic systems.

SIGNATURE: _____



BELOW FOR OFFICE USE ONLY

DATE INFORMATION DUE (MAXIMUM OF 5 DAYS): _____

ARE RECORDS EXCLUDED BY THE ACT?: ☐ YES ☐ NO

IF EXCLUDED, WHY? (SPECIFIC REASONS): _____

EXTRA TIME REQUIRED: ☐ YES ☐ NO

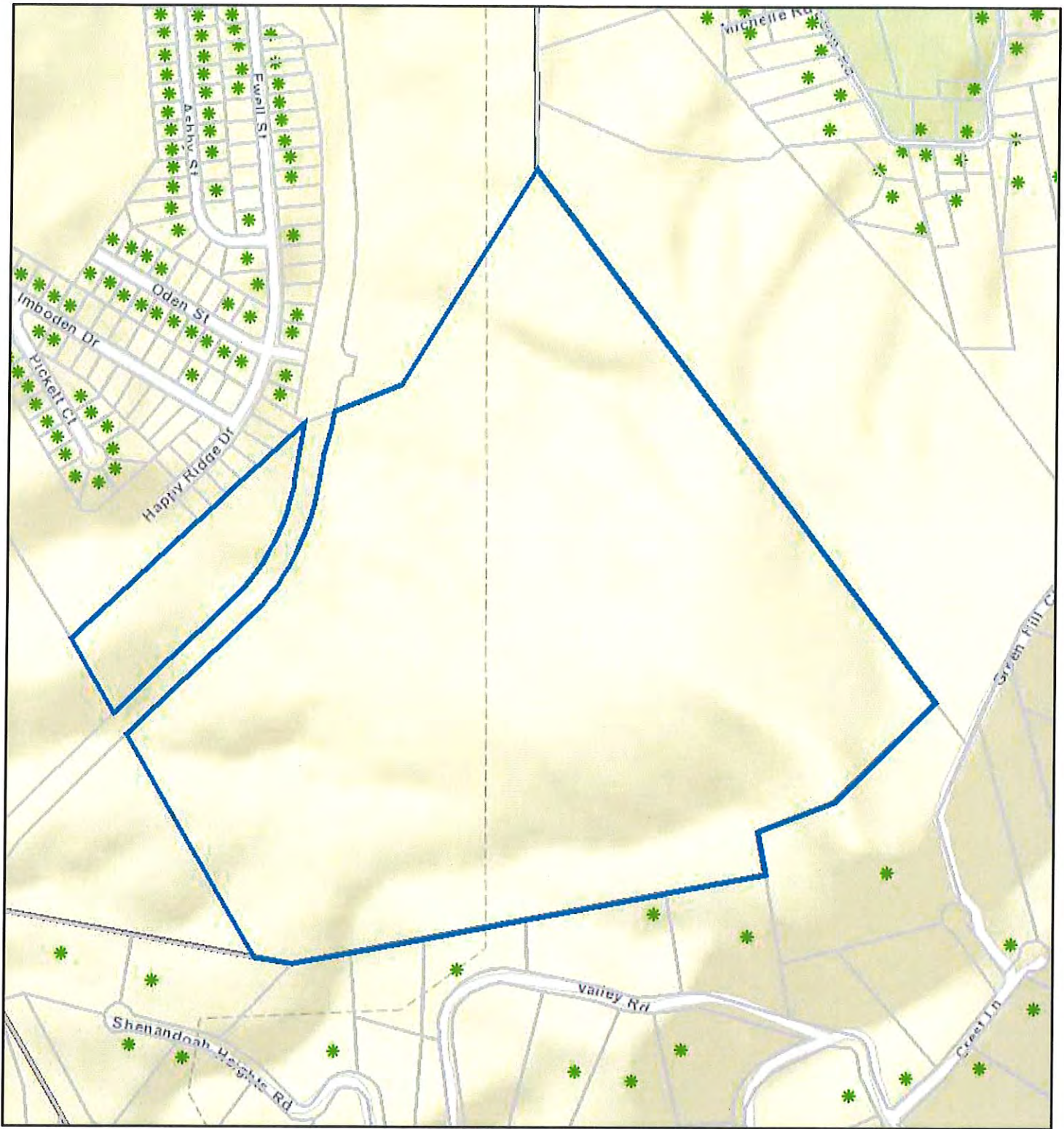
ESTIMATED CHARGES: \$ _____ (TOTAL)

COPYING AND RESEARCH TIME:

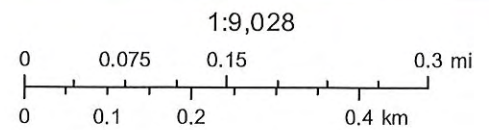
_____ NUMBER OF SHEETS @ _____ EACH \$ _____

_____ SEARCH TIME @ _____ PER HOUR \$ _____

Tax Map # 20A212 2



April 10, 2017



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community



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Property Details

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Name: WARREN MEMORIAL HOSPITAL

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FRONT ROYAL, VA 22630

Physical Address: 0

FRONT ROYAL, VA 22630

Tax Map #: 20A212 2

Account #: 9532

Total Acres (Includes all Sublots): 147.039

Zoning: A-1

Occupancy Code: Vacant Land

Magisterial Code: Happy Creek-Town

Land Use: Agriculture/Undeveloped (20-99 acres)

School Zone: LFK Elem., WC Middle, WC High

Legal Repository

Legal Description: WARREN
MEMORIAL HOSPITAL

Instrument Type and Year: LR 2008

Deed Book No: N/A

Legal Description 2: PROP LR08-
3553 TM 21-8G

Instrument Number: 3553

Deed Book Page: 0

Legal Description 3: COMB 20A212
2 LR14-1881

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land

\$2,205,600

Improvements

N/A

Total Value

\$2,205,600

Grantor

WARREN MEMORIAL HOSPITAL ET
AL

Sale Price

\$1,300,000

Sale Date

5/30/2008

Number of Parcels Involved in Sale

2



Building

Year Built: N/A	Foundation Type: N/A
Story Height: N/A	Water: None
Number of Rooms: N/A	Sewer: None
Number of Bedrooms: N/A	Heating: N/A
Full Bathrooms: N/A	Air Conditioning: N/A
Half Bathrooms: N/A	Fuel Type: N/A
Basement: N/A	Floor Type: N/A
Finished Basement SQ FT: N/A	Exterior Wall Type: N/A
Garage Capacity: N/A	Interior Wall Type: N/A
Garage Type: N/A	Roof Type: N/A
	Roof Material: N/A

APPENDIX D

SITE PHOTOGRAPHS



Photograph # 1

View looking south along the newly-constructed Leach Run Parkway that bisects the western portion of the site.



Photograph # 2

View looking north along the newly-constructed Leach Run Parkway that bisects the western portion of the site.



Photograph # 3
View of an automobile tire observed at the site.



Photograph # 4
View of the area of woods along the newly-constructed Leach Run Parkway.



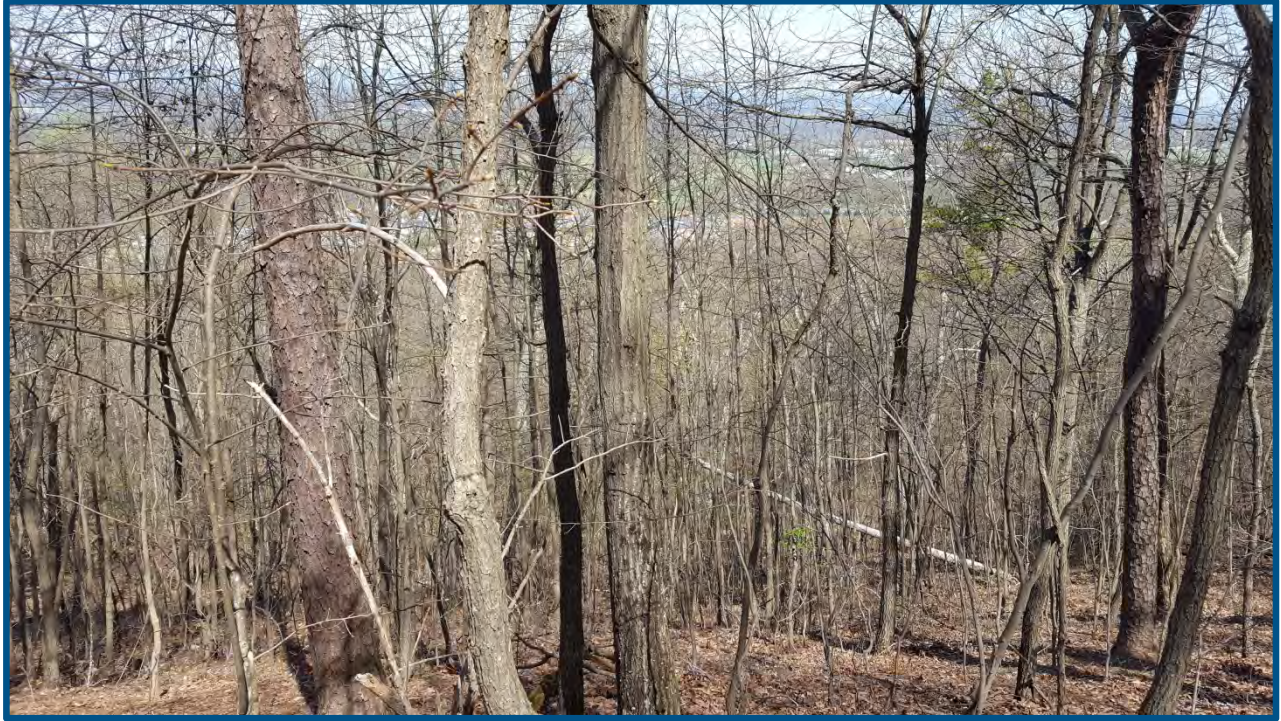
Photograph # 5

View of one of the many dry swales observed at the site.



Photograph # 6

View looking southwest across the site from atop Green Hill.



Photograph # 7

View looking northwest across the site from atop Green Hill.



Photograph # 8

View of the wind-blown solid waste from the northern adjoining school construction project.



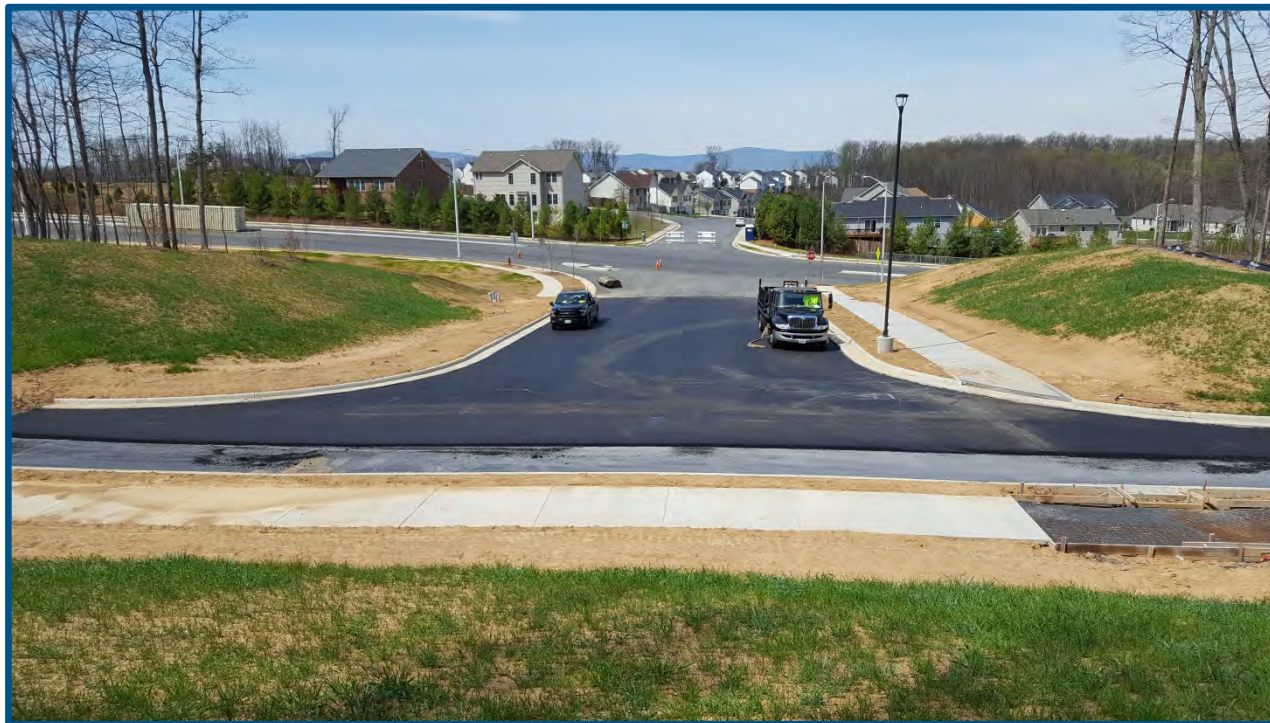
Photograph # 9

View looking north at the northern adjoining school construction project.



Photograph # 10

View of an under construction access road for the nearby school construction project along the northwestern portion of the site.



Photograph # 11

Alternate view of an under construction access road for the nearby school construction project along the northwestern portion of the site.



Photograph # 12

View of the western adjoining residential subdivision.

Craig A. George, RLA
Senior Landscape Architect
Valley Engineering
4901 Crowe Drive
Mount Crawford, Virginia 22841

Dear Mr. George:

Triad also contacted Mr. Ron Stouffer of the U.S. Army Corps of Engineers, Norfolk District, who provided a copy of the Delineation Map for Leach Run Parkway, which was confirmed through an approved jurisdictional determination. The Delineation Map for Leach Run Parkway is comprehensive of the western portion of the site and does not identify any jurisdictional waters or wetlands in relation thereto. A copy of the Delineation Map for Leach Run Parkway is attached.

The work on this project has been carried out in accordance with reasonable and acceptable environmental practices and our opinions expressed herein represent our best professional judgment and are reflective of the site conditions at the time of the evaluation. No warranty, either written or implied, is applicable to this project. According to the Code of Federal Regulations (CFR), only the U.S. Army Corps of Engineers has the authority to determine what is regulated under Section 9 and 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act.

Warren Memorial Hospital Property
Triad Project No. 03-17-0125
May 10, 2017
Page 2



We appreciate the opportunity to provide our services on this project. Should you have any questions concerning this letter, please do not hesitate to contact us.

Prepared by:

TRIAD ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Patrick M. Upham", written over a horizontal line.

Patrick M. Upham
Environmental Scientist

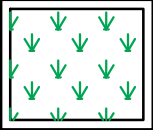
A handwritten signature in black ink, appearing to read "Timothy J. Kellerman", written over a horizontal line.

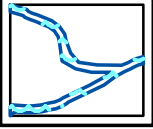
Timothy J. Kellerman
Senior Environmental Scientist

Attachment: Leach Run Parkway Delineation Map

W:\FREDcad\5000s\5022-Leach Run Parkway Delineation\5022-Leach Run Parkway Delineation(2013-11-18).dwg

LEGEND:

 APPROXIMATE WETLAND LIMITS

 APPROXIMATE STREAM CHANNEL LIMITS

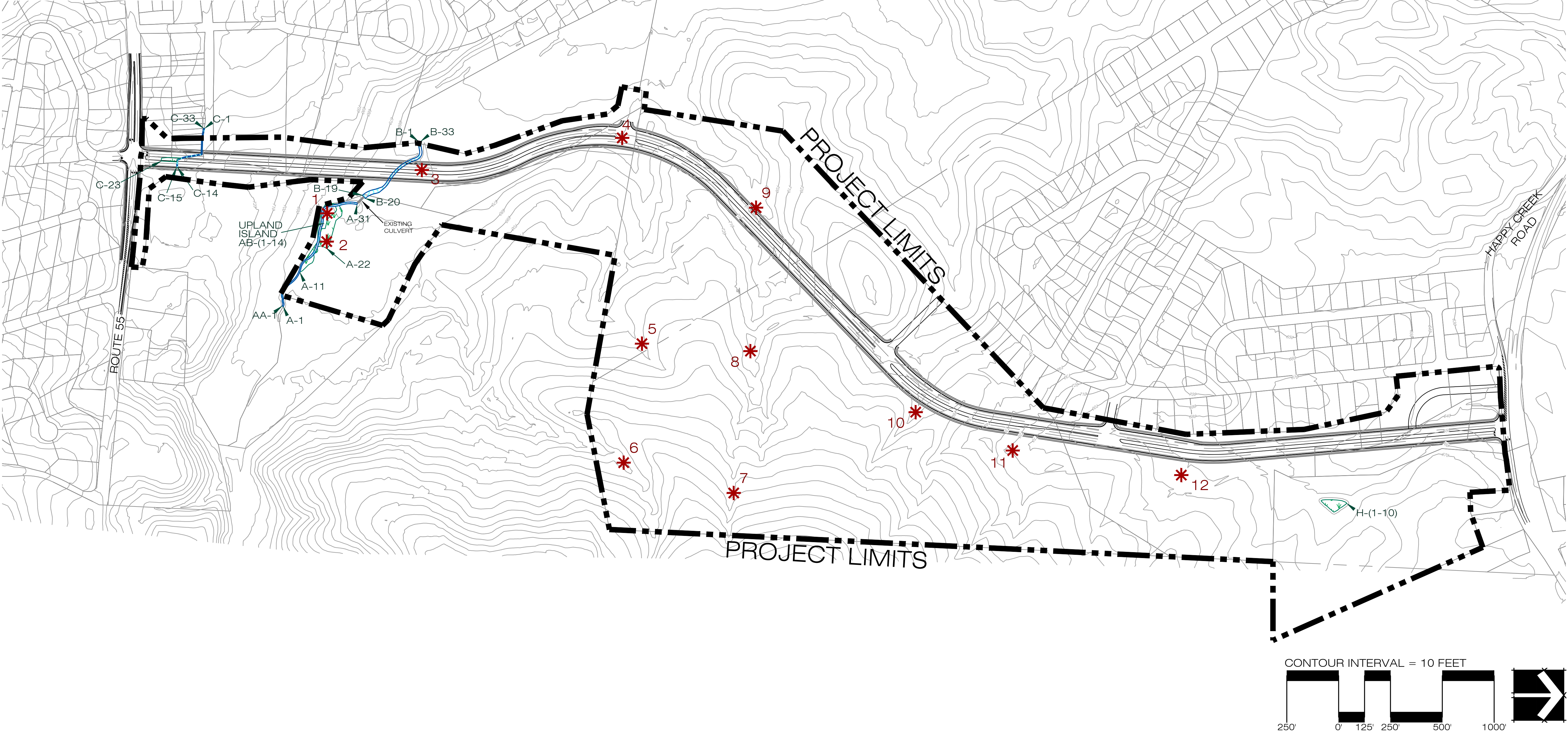
 DATA POINT LOCATION

 FLAG NUMBER

SITE DATA:

PROJECT AREA	141.63 ACRES ±
WETLANDS	0.43 ACRES ±
STREAM CHANNELS	0.34 ACRES ±
(EXCLUDING WETLANDS)	(1,406 L.F. ±)

NOTE: THE LIMITS OF WETLANDS AND OTHER WATERS OF THE U.S. SHOWN ON THIS MAP HAVE NOT BEEN FIELD SURVEY LOCATED AND ARE FOR PLANNING PURPOSES ONLY.



DATE: NOVEMBER 18, 2013
JOB NUMBER: 5022
SCALE: 1" = 250'
SOURCE: BASE MAP PROVIDED BY
PENNONI ASSOCIATES, INC.

**DELINEATION MAP
LEACH RUN PARKWAY
WARREN COUNTY, VIRGINIA**

 **WILLIAMSBURG
ENVIRONMENTAL
GROUP, INC.**

5209 Center Street
Williamsburg, Virginia 23188
(757) 220-6869
1011 Boulder Springs Drive, Suite 225
Richmond, Virginia 23225
(804) 267-3474
150 Riverside Parkway, Suite 301
Fredericksburg, Virginia 22406
(540) 786-5544
Environmental Consultants

July 12, 2017

Jeremy Camp
 Front Royal Planning & Zoning
 102 E Main St
 Front Royal, VA 22630

RE: Warren Memorial Hospital Rezoning Request – Traffic Impact

Dear Mr. Camp,

This letter is being provided in order to address the matter of traffic analysis for the proposed Warren Memorial Hospital's replacement campus, to be located on Leach Run Parkway. As you are aware, per Town Code, the associated rezoning requires a traffic impact analysis (TIA). The intent of this letter is to justify the use of previously prepared TIAs, unmodified, to satisfy this requirement.

In December 2013, Pennoni prepared a TIA to study the anticipated traffic loading on the then-proposed Leach Run Parkway. In 2014, they updated this study to include the newly-proposed Warren County Middle School. Both studies utilize a 2006 preliminary "master plan" prepared by HKS for hospital traffic generation assumptions.

The current plan of development for the hospital campus, as prepared by Perkins + Will, is much less intensive than the 2006 concept. A comparison of the hospital uses allowed for by both the current (still preliminary) plan and the original, as utilized in the 2013 and 2014 TIAs, can be found in the table below.

Use Category	Pennoni TIA Assumptions	Current Design	Net Differential	ADT Differential
Hospital Beds	120 beds	60 beds	-60 beds	-775 trips
Ambulatory Care	98.4 ksf	0 ksf	-98.4 ksf	-1,301 trips
MOB	86.4 ksf	128 ksf	+43.6 ksf	+1,563 trips
Total Site Trip Generation Differential				-513 trips

**Pennoni studies utilized ITE rates for 'Hospital' use on ksf basis for Ambulatory Care structures*

Due to the smaller nature of the current design versus that assumed in the previously prepared TIAs, it can be concluded that the studies were conservative in nature. Despite these conservative assumptions, the studies concluded the hospital's entrances to operate satisfactorily. As such, we find no benefit in performing a new analysis of the revised master plan, and recommend the use of previously prepared TIAs to satisfy the Town Code requirement for rezoning. This recommendation will hold for any minor adjustments to the master planned totals presented above, so long as the site's proposed development remains less intensive than what was previously studied.

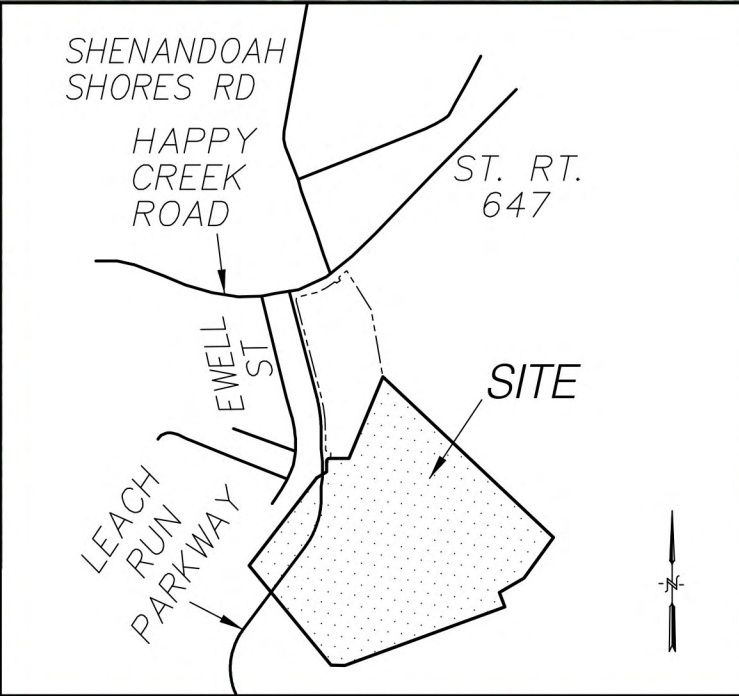
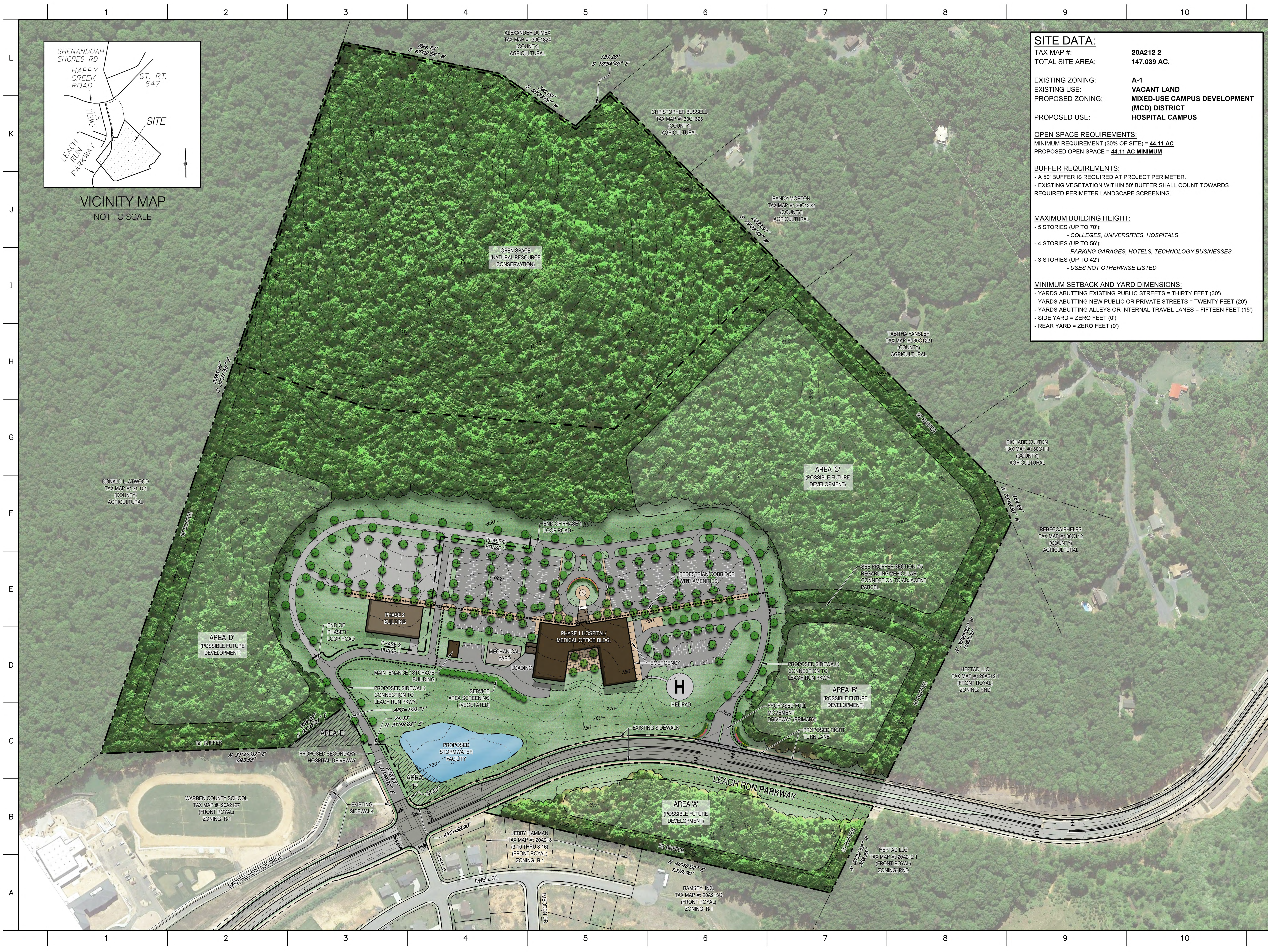
It is my hope that this letter fully addresses the question of need for traffic analysis associated with the proposed rezoning request. Should you have any questions related to any matter presented in this letter, the referenced TIAs, or otherwise related to the rezoning request, please do not hesitate to contact me at your earliest convenience.

Sincerely,
Valley Engineering

A handwritten signature in black ink, appearing to read 'SR', is positioned above the printed name of Seth Roderick.

Seth Roderick, PE
Director of Planning & Transportation

cc: Mark Baker, Valley Health
Felicia Hart, Front Royal
Matt Smith, VDOT



VICINITY MAP
NOT TO SCALE

SITE DATA:
TAX MAP #: 20A212 2
TOTAL SITE AREA: 147.039 AC.

EXISTING ZONING: A-1
EXISTING USE: VACANT LAND
PROPOSED ZONING: MIXED-USE CAMPUS DEVELOPMENT (MCD) DISTRICT HOSPITAL CAMPUS

PROPOSED USE:

OPEN SPACE REQUIREMENTS:
MINIMUM REQUIREMENT (30% OF SITE) = 44.11 AC
PROPOSED OPEN SPACE = 44.11 AC MINIMUM

BUFFER REQUIREMENTS:
- A 50' BUFFER IS REQUIRED AT PROJECT PERIMETER.
- EXISTING VEGETATION WITHIN 50' BUFFER SHALL COUNT TOWARDS REQUIRED PERIMETER LANDSCAPE SCREENING.

MAXIMUM BUILDING HEIGHT:
- 5 STORIES (UP TO 70')
- COLLEGES, UNIVERSITIES, HOSPITALS
- 4 STORIES (UP TO 56')
- PARKING GARAGES, HOTELS, TECHNOLOGY BUSINESSES
- 3 STORIES (UP TO 42')
- USES NOT OTHERWISE LISTED

MINIMUM SETBACK AND YARD DIMENSIONS:
- YARDS ABUTTING EXISTING PUBLIC STREETS = THIRTY FEET (30')
- YARDS ABUTTING NEW PUBLIC OR PRIVATE STREETS = TWENTY FEET (20')
- YARDS ABUTTING ALLEYS OR INTERNAL TRAVEL LANES = FIFTEEN FEET (15')
- SIDE YARD = ZERO FEET (0')
- REAR YARD = ZERO FEET (0')

CONCEPT PLAN
for
**WARREN
MEMORIAL
REPLACEMENT
HOSPITAL**

FRONT ROYAL, VA

VALLEY ENGINEERING
IDEAS MADE REAL

4801 CROOME DRIVE
MOUNT CRAWFORD, VIRGINIA 22941
TELEPHONE (540) 434-6365 OR (800) 343-6365
FAX (540) 432-0685
www.valleyesp.com

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PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

REVISIONS:

DATE: 1/16/2018

PROJECT No.: 11206-7

EXP./CLIENT No.: 7771-3

0' 150' 300'
SCALE: 1" = 150'

**WARREN
MEMORIAL
REPLACEMENT
HOSPITAL**

SHEET NO.:
RZ-1

PROFFER STATEMENT

REZONING: RZ# FRREZON-000661-2018

CURRENT ZONING: Agricultural and Open Space Preservation District (A-1)
[Town Code, Sections 175-10.2 through 175-10.10, as the same from time to time may be amended, or their successor ordinances.]
Suburban Residential District (R-S)
[Town Code, Sections 175-10.21 through 175-10.30, as the same from time to time may be amended, or their successor ordinances.]

PROPOSED ZONING: Mixed-Use Campus Development District (MCD)
[Town Code, Sections 175-53.9 through 175-53.16, as the same from time to time may be amended, or their successor ordinances.]

PROPERTY: TM# 20A212 2 (147.039 ac; Inst #3553)

APPLICANT/OWNER: Warren Memorial Hospital

PROJECT NAME: Warren Memorial Hospital, Replacement

DATE OF PROFFERS: January 16, 2018 (Revision #5, dated 3-22-18)

EXHIBITS: Concept Plan

Preliminary Matters

Pursuant to Section 15.2-2296 et. seq. of the Code of Virginia, 1950, as amended, and the provisions of the Town of Front Royal Zoning Ordinance with respect to conditional zoning, the undersigned Applicant hereby voluntarily agrees to the terms and conditions set forth herein, provided that the Town of Front Royal approves Rezoning Application FRREZON-000661-2018 for the rezoning of the subject property, as referenced above, consisting of approximately 147 Acres, from the Agricultural and Open Space Preservation District (A-1) to Mixed-Use Campus Development District (MCD). The terms and conditions set forth herein may be subsequently amended, revised, or withdrawn by the Applicant if approved by the Town of Front Royal, in accordance with the Virginia Code and Town Code. In the event that such rezoning is

not granted, then these proffers shall be deemed withdrawn and have no effect whatsoever.

Terms & Conditions (Proffers)

- 1) Development of the referenced parcel shall be in general conformance with the approved Concept Plan associated with this rezoning request.
- 2) The Owner/Developer shall construct a 200'-long right turn lane with taper serving the northbound approach of the hospital's primary entrance on Leach Run Parkway, as generally depicted on the Concept Plan. Owner shall not apply for nor be granted a permanent certificate of occupancy for any newly proposed construction upon the referenced parcel prior to the completion of this construction.
- 3) The Applicant/Owner/Developer shall design and construct a traffic signal at the intersection of Leach Run Parkway and the proposed primary entrance. Furthermore, the Applicant/Owner/Developer agrees to pay for 100% of all costs associated with this traffic signal, subject to the following conditions:
 - a. The traffic signal shall be designed and constructed to meet all Town and VDOT standards and specifications.
 - b. The design and construction of the traffic signal shall be approved by the Town.
 - c. Design standards and specifications that exceed Town and VDOT standards shall not be the responsibility of the Applicant/Owner/Developer.

- d. At the time of submission of the first site plan for the proposed development, a Traffic Signal Warrant Analysis for the intersection shall be submitted to the Town.
 - e. If the Traffic Signal Warrant Analysis demonstrates the need for a traffic signal at the intersection, the Applicant/Owner/Developer will design and construct the traffic signal prior to issuance of a final occupancy permit for phase 1 of the proposed development.
 - f. If the Traffic Signal Warrant Analysis does not demonstrate the need for a signal at the intersection, the Applicant/Owner/Developer will build the traffic signal within five (5) years, beginning from the date that a final occupancy permit is issued for phase 1 of the proposed development.
 - g. If determined necessary by the Town of Front Royal, the Owner/Developer shall dedicate right-of-way for the signalization of this intersection.
- 4) During the first phase of development, the Applicant will construct a commercial entrance on the hospital's "ring road" for a future interparcel connection with the adjoining property to the south, as generally depicted on the Concept Plan. Unless otherwise approved by the Town, the Applicant will construct a vehicular travelway from this commercial entrance to the adjoining property to the south at such time that either Area 'B' and/or Area 'C' are developed. In addition, the Applicant shall provide a construction and access easement for the interparcel connection from the commercial entrance to the adjoining property to the south. Such easements shall ensure that the vehicular travelway, or as may otherwise be approved by the Town, may be constructed by others, if such development occurs prior to the Applicant's development of Area 'B' and/or Area 'C'.

- 5) Upon the approval of this rezoning and the recordation of documents effecting the boundary line adjustment to Area 'E' and Area 'F' as depicted on the Concept Plan, the following zoning designations shall apply:
 - a. Area 'E' shall be rezoned from A-1 to R-1
 - b. Area 'F' shall be rezoned from R-1 to MCD
- 6) As required by current Town Code, the future development of any structure on any of the identified out parcels, or any other land included in this rezoning request, will be required to go through the prerequisite rezoning process to modify Concept Plan to include those specific development areas. For this area being rezoned, Substantial Conformance shall be defined as any improvement equal to or less than 25% of what is shown on the approved Concept Plan.
- 7) Upon occupancy of the Phase 2 Facility, as shown on the approved Concept Plan, a Traffic Signal Warrant Analysis will be prepared to determine the contribution of traffic utilizing the Oden Street intersection from the Warren Memorial Hospital Campus and the Warren County School. The Applicant agrees to participate in the funding of a Traffic Signal, at the Oden Street intersection, in an amount equal to their contributing percentage of the traffic utilizing said intersection. The Applicant also understands that the Town may initiate this Signal Warrant Analysis, at the Town's expense, prior to the occupancy of the Phase 2 Facility, and that the Applicant agrees to participate in the funding of the Traffic Signal based upon their contributing percentage of the traffic utilizing said intersection.

X. Signatures

The conditions proffered above shall be binding upon the heirs, executors, administrators, assigns, and successors in the interest of the Applicant and owner.

In the event the Front Royal Town Council grants this rezoning and accepts the conditions, the proffered conditions shall apply to the land rezoned in addition to other requirements set forth in the Front Royal Town Code, as the same from time to time may be amended, or their successor ordinances. This Proffer Statement supersedes any proffer statements previously submitted in connection with this application and this Property, if any.

OWNER'S SIGNATURE: _____

PRINT SIGNATURE: _____

TITLE: _____

ADDRESS: _____

WITNESS: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____, WHOSE SIGNATURE IS EXECUTED ABOVE TO THE FOREGOING INSTRUMENT AND WHO HAS APPEARED THIS DAY BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF VIRGINIA AT LARGE.

MY COMMISSION EXPIRES ON THE ____ DAY OF _____, ____.

NOTARY PUBLIC

Registration Number: _____

ADJACENT PROPERTY SIGNATURE (*FOR PROFFER 5 ONLY, SEE STATEMENT BELOW):

PRINT SIGNATURE: _____

TITLE: _____

ADDRESS: _____

WITNESS: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____, WHOSE SIGNATURE IS EXECUTED ABOVE TO THE FOREGOING INSTRUMENT AND WHO HAS APPEARED THIS DAY BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF VIRGINIA AT LARGE.

MY COMMISSION EXPIRES ON THE ____ DAY OF _____, ____.

NOTARY PUBLIC

Registration Number: _____

*Warren County Public Schools executes this proffer statement for the sole purpose of acknowledging its agreement to paragraph 5 and for no other purpose. Nothing herein shall be construed to be an agreement by Warren County Public Schools to make the boundary line adjustment set forth in paragraph 5

TOWN APPROVAL SIGNATURE: _____

PRINT SIGNATURE: _____

TITLE: _____

ADDRESS: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____, WHOSE SIGNATURE IS EXECUTED ABOVE TO THE FOREGOING INSTRUMENT AND WHO HAS APPEARED THIS DAY BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF VIRGINIA AT LARGE.

MY COMMISSION EXPIRES ON THE ____ DAY OF _____, ____.

NOTARY PUBLIC

Registration Number: _____

11



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 11

Meeting Date: April 23, 2018

Agenda Item: COUNCIL APPROVAL – Budget Amendment/Transfer/Acceptance of Bid for Criser Road Bridge Replacement Project

Summary: Council is requested to approve a FY2018 budget amendment to withdraw \$199,583.35 from General Fund Balance and transfer that amount to the Street Fund to allocate funding for the Criser Road Bridge Replacement Project; and, to accept the bid from Archer Western Construction in the amount of \$986,075.00 for the replacement of the Criser Road Bridge.

Budget/Funding:

9790-49999	General Fund Contingencies	<\$163,000.00> (Remaining funds from sale of PD
8101-41001	Planning & Zoning Salaries	<\$36,583.35>(Property Maintenance Funds)
9790-49006	Transfer from G/F to Street Fund	\$199,583.35
4500-3240407	Street Fund Transferred from G/F	\$199,583.35
4500-3410206	Street Fund – Reimbursement Revenue	\$225,000.00 (V-DOT Revenue Sharing)
4500-47926	Highway Maintenance Criser Road bridge	\$424,583.35
4500-R47962	Bridge Repairs Carry Over Funding -	\$292,552.65
4500-R47926	Criser Road Bridge Carry Over Funding -	\$268,939.00

Attachments: Memos from the Director of Finance and Town Engineer; Letter from Archer Western Construction, LLC

Meetings: Work Session held April 16, 2018

Staff

Recommendation: Approval ✓ Denial _____

Proposed Motion: I move that Council approve a FY2018 budget amendment to withdraw \$199,583.35 from General Fund Balance and transfer to the Street Fund to allocate funding for the Criser Road Bridge Replacement Project; and, to accept the bid from Archer Western Construction in the amount of \$986,075.00 for the replacement of the Criser Road Bridge.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



MEMORANDUM

Date: April 17, 2018
To: Tina Presley, Administrative Assistant
Jennifer Berry, Clerk of Council
From: B. J. Wilson; Director of Finance
RE: Agenda Item

On Tuesday, April 10, 2018, I held a bid opening for the Criser Road Bridge Replacement. I received three (3) responses to this bid (see attached tabulation sheet). Due to the dollar amount, I will need Town Council approval to place this order. Please add this item to the April 23rd Council agenda for their action.

Staff recommends the award for the purchase of replacement of the Criser Road Bridge be made to Archer Western Construction for a total purchase cost of \$986,075.00.

Funding for this purchase will be available following Council's approval of a FY2018 Budget Amendment & Budget Transfer in the V-dot Highway Maintenance FY18 budget line items:

4500-47926	Criser Road Bridge \$424,583.35
4500-R47962	Bridge Repairs Carry Over Funding in the amount of \$292,552.65
4500-R47926	Criser Road Bridge Carry Over Funding \$268,939.00



Town of Front Royal

Engineering

MEMORANDUM

TO: BJ Wilson, Finance Director

FROM: Robert Brown, Town Engineer

DATE: April 11, 2018

SUBJECT: Recommendation of Award for Criser Road Bridge Replacement

I have reviewed the bid documents submitted for this ITB from each bidder and I recommend that we move forward with awarding the contract to the low bidder, Archer Western at the cost of \$986,075.00, pending approval by Town Council and appropriation of funding.

If you have any questions or need any further information, just let me know.

Thanks,
Robert Brown



April 10, 2018

Town of Front Royal
Purchasing Department
102 E. Main Street
Front Royal, VA 22630

Re: UPC NO. 107228
IFB #1 – Criser Road Bridge

Dear Sir or Madam,

Archer Western Construction, LLC (AWC) is pleased to offer our response to the invitation to bid the above referenced project. AWC has the experience and ability to provide you with the highest quality project within the required budget and time constraints.

Thank you very much for your consideration of Archer Western Construction, LLC and we look forward to the opportunity to discuss projects with you further.

Very truly yours,
Archer Western Construction, LLC

EJ O'Neill
Vice President

ARCHER WESTERN BID FORM
CRISER ROAD BRIDGE REPLACEMENT
BID SCHEDULE OF ITEMS AND BID UNIT PRICES

NO.	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL ESTIMATE
1.	MOBILIZATION	LS	1	\$ 83,205.00	\$ 83,205.00
2.	EARTHWORK	LS	1	\$ 20,000.00	\$ 20,000.00
3.	CLEARING AND GRUBBING	LS	1	\$ 20,000.00	\$ 20,000.00
4.	15" CONC. PIPE	LF	4	\$ 136.00	\$ 544.00
5.	DROP INLET DI-3C, L=6'	EA	1	\$ 1,650.00	\$ 1,650.00
6.	AGGR. BASE MATL. TY. I NO. 21B	TON	380	\$ 31.00	\$ 11,780.00
7.	ASPHALT CONCRETE TY. SM-12.5D	TON	130	\$ 125.00	\$ 16,250.00
8.	ASPHALT CONC. BASE COURSE TY. BM-25.0A	TON	220	\$ 120.00	\$ 26,400.00
9.	STD. CURB CG-2	LF	200	\$ 26.00	\$ 5,200.00
10.	ENTRANCE GUTTER CG-9D	SY	2	\$ 92.00	\$ 184.00
11.	CG-12 DETECTABLE WARNING SURFACE	SY	1	\$ 50.00	\$ 50.00
12.	HYDRAULIC CEMENT CONC. SIDEWALK 4"	SY	125	\$ 69.00	\$ 8,625.00
13.	FIXED OBJECT ATTACH. GR-FOA-1 TY. 1	EA	4	\$ 2,550.00	\$ 10,200.00
14.	GUARDRAIL TERMINAL STD GR-9	EA	2	\$ 2,550.00	\$ 5,100.00
15.	GUARDRAIL TERMINAL MOD GR-9	EA	2	\$ 2,550.00	\$ 5,100.00
16.	ENTRANCE GUTTER, 7" HES	SY	12	\$ 163.00	\$ 1,956.00
17.	TYPE 3 BARRICADE	EA	8	\$ 275.00	\$ 2,200.00
18.	MAINTENANCE OF TRAFFIC	LS	1	\$ 20,000.00	\$ 20,000.00
19.	DEMOLITION OF PAVEMENT (FLEXIBLE)	SY	370	\$ 13.00	\$ 4,810.00
20.	DRY RIPRAP CL. II, 36" DEPTH	SY	250	\$ 119.00	\$ 29,750.00
21.	PERMANENT SEED	LB	100	\$ 15.00	\$ 1,500.00
22.	TOPSOIL CLASS A, 4" DEPTH	AC	0.20	\$ 6,500.00	\$ 1,300.00
23.	TEMPORARY EROSION & SEDIMENT CONTROL	LS	1	\$ 18,000.00	\$ 18,000.00
24.	SIGN PANEL	SF	25	\$ 50.00	\$ 1,250.00
25.	SIGN POST STP-1, 2", 14 GAGE	LF	70	\$ 26.00	\$ 1,820.00
26.	PAVEMENT LINE MARKING 4", TYPE A	LF	1,500	\$ 3.00	\$ 4,500.00

NO.	ITEM DESCRIPTION	UNIT	EST. QUA N.	UNIT PRICE	TOTAL ESTIMATE
27.	PAVEMENT LINE MARKING 24", TYPE A	LF	50	\$ 23.00	\$ 1,150.00
28.	FLEXIBLE PAVEMENT PLANING (0-2" DEPTH)	SY	900	\$ 6.00	\$ 5,400.00
29.	FLEXIBLE PAVEMENT PLANING (ABOVE 2"-4" DEPTH))	SY	50	\$ 12.00	\$ 600.00
30.	TYPE A MILLING (1-1/2")	SY	950	\$ 5.00	\$ 4,750.00
31.	RESET EXISTING SIGN	EA	2	\$ 265.00	\$ 530.00
32.	LOAD TESTING FOR STEEL MICROPILES	LS	1	\$ 8,310.00	\$ 8,310.00
33.	DISMANTLE AND REMOVE EXIST. STRUCTURE (STR. NO. 8007)	LS	1	\$ 75,000.00	\$ 75,000.00
34.	DISMANTLE AND REMOVE EXIST. CONCRETE HEADWALL	LS	1	\$ 4,000.00	\$ 4,000.00
35.	CAST-IN-PLACE CONCRETE HEADWALL	LS	1	\$ 5,065.00	\$ 5,065.00
36.	ASPHALT CONCRETE TY. SM-12.5D (BRIDGE)	TON	20	\$ 140.00	\$ 2,800.00
37.	HANDRAIL HR-1, TYPE II	LF	20	\$ 45.00	\$ 900.00
38.	PRESTRESSED CONCRETE SLAB - 4' x 21" x (+40'-45') – INTERIOR	EA	8	\$ 23,000.00	\$ 184,000.00
39.	PRESTRESSED CONCRETE SLAB - 4' x 21" x (+40'-45') – EXTERIOR	EA	2	\$ 14,000.00	\$ 28,000.00
40.	CORROSION RESISTANT REINF. STEEL, CLASS I (SIDEWALK)	LB	297	\$ 2.40	\$ 712.80
41.	CONCRETE CLASS A4 (SIDEWALK)	CY	6	\$ 289.00	\$ 1,734.00
42.	PARAPET (CONCRETE)	LF	84	\$ 167.00	\$ 14,028.00
43.	ARCHITECTURAL TREATMENT	SY	50	\$ 135.00	\$ 6,750.00
44.	STRUCTURE EXCAVATION	CY	922	\$ 33.00	\$ 30,426.00
45.	SELECT BACKFILL (ABUTMENT ZONE)	TON	1,120	\$ 28.00	\$ 31,360.00
46.	PILES (6" DIAMETER STEEL MICROPILES)	LF	1,920	\$ 77.00	\$ 147,840.00
47.	CONCRETE CLASS A3	CY	136	\$ 600.00	\$ 81,600.00
48.	REINFORCING STEEL	LB	5,444	\$ 1.50	\$ 8,166.00
49.	CORROSION RESISTANT REINF. STEEL, CLASS I	LB	5,658	\$ 2.40	\$ 13,579.20
50.	UTILITY RELOCATION WORK	LS	1	\$ 28,000.00	\$ 28,000.00
	TOTAL				\$ 986,075.00

TOTAL BID FOR ALL UNIT PRICES:

Nine Hundred Eighty Six Thousand Seventy Five Dollars and Zero Cents (\$ 986,075.00)

(use words)

(figures)

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: Criser Road Bridge Replacement Rebid

Quotation #1

Date: April 10, 2018

Mailed : 4

Replied 3

Vendor Quotation

	Archer Western Construction LLC	Fielder's Choice Enterprises Incf	Wagman Heavy Civil Inc	
	Chevy Chase, MD	Troy, Virginia	Dinwiddie, VA	
QUANTITY				
1 Replacement of Criser Road Bridge	\$ 986,075.00	\$ 1,198,529.00	\$ 1,402,942.35	
TOTAL QUOTATION	\$ 986,075.00	\$ 1,198,529.00	\$ 1,402,942.35	\$ -

The above proposals verified to specifications and compliance with terms and conditions.

Witness

Witness



Purchasing Agent

12



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 12

Meeting Date: April 23, 2018

Agenda Item: COUNCIL APPROVAL – Budget Amendment/Acceptance of Bid for Royal Phoenix Northern Pump Station Project

Summary: Council is requested to approve a FY2018 budget amendment to withdraw \$469,381.92 from the Sewer Fund Reserves to be allocated toward the Royal Phoenix Northern Pump Station Project; and to approve the bid from GB Foltz Contracting in the amount of \$469,381.92 for construction of the Royal Phoenix Northern Pump Station Project.

Budget/Funding:

9801-3510110	WWTP Appropriated Funds Forward	\$469,381.92
9801-47009	WWTP Buildings and Structures	\$469,381.92

Attachments: Memos from the Director of Finance and Town Engineer and Quotation Tabulation

Meetings: Work Session held April 16, 2018

Staff

Recommendation: Approval ✓ Denial _____

Proposed Motion: I move that Council approve a FY2018 budget amendment to withdraw \$469,381.92 from the Sewer Fund Reserves to be allocated toward the Royal Phoenix Northern Pump Station Project; and to approve the bid from GB Foltz Contracting in the amount of \$469,381.92 for construction of the Royal Phoenix Northern Pump Station Project.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



MEMORANDUM

Date: April 17, 2018
To: Tina Presley, Administrative Assistant
Jennifer Berry, Clerk of Council
From: B. J. Wilson; Director of Finance
RE: Agenda Item

On Tuesday, April 3, 2018, I held a bid opening for the construction of the Royal Phoenix Northern Pump Station for the Waste Water Treatment Plant. I received four (4) responses to this bid (see attached tabulation sheet). Due to the dollar amount, I will need Town Council approval to place this order. Please add this item to the April 23rd Council agenda for their action.

Staff recommends the award for the purchase of construction for the Royal Phoenix Northern Pump Station be made to G B Foltz Contracting Inc for a total purchase cost of \$469,381.92.

Funding for this purchase will be provided upon approval of a budget amendment by Town Council. Funding will be available pending approval in the Waste Water Treatment Plant FY18 budget line item 9801-47009 "Buildings & Structures" in the amount of \$469,381.92.



Town of Front Royal
Engineering

MEMORANDUM

TO: BJ Wilson, Finance Director

FROM: Robert Brown, Town Engineer

DATE: April 10, 2018

SUBJECT: Recommendation of Award for Royal Phoenix North Pump Station

I have reviewed the bid documents submitted for this ITB from each bidder and I recommend that we move forward with awarding the contract to the low bidder, G B Foltz at the cost of \$469,381.92, pending approval by Town Council and appropriation of funding.

If you have any questions or need any further information, just let me know.

Thanks,
Robert Brown

Quotation Tabulation

Quotation #7

Replied 4

The above proposals verified to specifications and compliance with terms and conditions.

Purchasing Agent

13



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 13

Meeting Date: April 23, 2018

Agenda Item: COUNCIL APPROVAL – Software Update to Utility Billing Package

Summary: Council is requested to approve the purchase of a software update to the Town's utility billing package for future Automated Metering Infrastructure (AMI) integration in the Finance Department, from SUPERION in the amount of \$137,435.00

Budget/Funding: 9417-R47001 – Electric Meter Reading – Machinery & Equipment

Attachments: Quote from SUPERION

Meetings: Work Session held April 16, 2018

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council to approve the purchase of a software update to the Town's utility billing package for future Automated Metering Infrastructure (AMI) integration in the Finance Department, from SUPERION in the amount of \$137,435.00.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: *JW*

Add-On Quote

Quote Prepared For:

BJ Wilson, Management Analyst
Town of Front Royal
P.O. BOX 1560
FRONT ROYAL, VA, 22630
(540) 635-7799

Date: 04/03/18

Quote Number: Q-00000896

Valid Until:

06/30/18

Quote Prepared By:

Chris McAtee, Client Success Executive
Superion
1000 Business Center Drive
Lake Mary, FL 32746
Phone: (800) 727-8088 Fax: (407) 304-3301
chris.mcatee@superion.com

Thank you for your interest in Superion and our software and services solutions. Please review the below quote and feel free to contact Chris McAtee with any questions.

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
PLUS Community Workflow Center	1	\$1,210.00	\$210.01
Total		\$1,210.00	\$210.01

Third-Party License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
AnalyticsNOW	1	\$20,500.00	\$3,280.00
Total		\$20,500.00	\$3,280.00

Professional Services Installation & Configuration

Product Name	Amount
UB 18.x Installation	\$700.00
PLUS 5.1 Installation	\$700.00
Workflow Installation	\$525.00
Total	\$1,925.00

Development & Conversion

Product Name	Amount
UB 18.x custom retrofits	\$137,000.00
Total	\$137,000.00

Training

Product Name	Amount
UB 18.x Training	\$1,280.00
Workflow Training	\$1,280.00
Total	\$2,560.00

Project Management

Product Name	Amount
AnalyticsNOW Superion Professional Services	\$1,280.00
Project Management	\$6,400.00
Total	\$7,680.00
Total Professional Services	\$149,165.00

Third-Party Professional Services Installation & Configuration

Product Name	Amount
AnalyticsNOW Services	\$2,800.00
Total	\$2,800.00

Training

Product Name	Amount
AnalyticsNOW Services	\$9,000.00
Total	\$9,000.00
Total Third-Party Professional Services	\$11,800.00

Summary

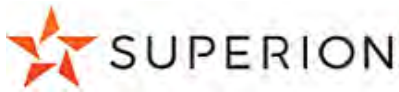
Product/Service	Amount
License Fees	\$1,210.00
Professional Services	\$149,165.00
Subtotal	\$150,375.00
Third-Party License Fees	\$20,500.00
Third-Party Professional Services	\$11,800.00
Subtotal	\$32,300.00
Services Discounts	\$37,000.00
Third Party License/Subscription Fee Discount	\$8,240.00
Total	\$137,435.00
Net Maintenance	\$210.01
Net Third-Party Maintenance	\$3,280.00

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superion in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.



Superion Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Superion is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Superion receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Superion will renew automatically at then-prevailing rates until such time Superion receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by Superion and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses may be in addition to the prices quoted above and shall be governed by the Superion Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which Superion delivers, F.O.B. Superion's place of shipment, the Component Systems to Customer.

The Superion application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by Superion to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). Superion makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, Superion reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to Superion at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superion's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses

BJ Wilson, Management Analyst
Town of Front Royal

Authorized Signature: _____

Printed Name: _____

Date: _____

Additional Information Section

Product Notes:

AnalyticsNOW: An enterprise license coupled with metadata links developed specifically for the NaviLine, PLUS and TRAKiT suites of applications. An unlimited number of users can develop or use reports, or utilize dashboards. Project management performed by Superion.

Package includes:

(1) Administrator License - Ensures full integration with Active Directory, allows for easy administration of the reporting environment.

Report Authoring - Allows both novice and advanced users to create sophisticated reports using an easy-to-use drag-and-drop interface along with powerful data transformation tools.

Dashboards - Allows end-users of all capabilities to easily create powerful dashboards through a drag-and-drop interface and human-readable metadata dictionary.

Data Modules – Allows end-users to create custom data sources (3rd party or other external data) that augment internal data and can be used to create reports as well as dashboards

(1) Framework Manager - Enables data modelers to integrate non-Superion data sources to provide reporting across your entire organization.

AnalyticsNOW Superion Professional Services: Project Management performed by Superion.

AnalyticsNOW Services: Installation delivered remotely or on-site. Administrator training delivered remotely. End-user training delivered on-site.

Installation services include 8 hours for the following:

- Creating a single sever Cognos Production environment on a Windows based server provided by, installed and configured by the customer
- Installing BI Analytics software
- Performing initial configuration
- Connecting to the legacy data.

Training includes 40 hours as follows:

- 8 Hours Administrator Training (maximum of 4 students)
- 4 Hours of navigation training for users utilizing reports others have written (Two 2 hour sessions; maximum of 10 students per session)
- 4 Hours of Dashboard training (maximum of 10 students)
- 8 Hours of report authoring training for users who write non-complex reports (maximum of 10 students)
- 16 Hours advanced report authoring training for users who write complex reports (maximum of 10 students)

14



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 14

Meeting Date: April 23, 2018

Agenda Item: COUNCIL APPROVAL – Budget Amendment/Acceptance of Byrne/Justice Assistance Grant Award

Summary: Council is requested to approve a Budget Amendment in the amount of \$19,560.00 and accept a Byrne/Justice Assistance Grant award in the same amount from the Department of Criminal Justice Services (DCJS) to allow both the Front Royal Police Department and the Warren County Sheriff's Office to establish and equip a dual agency Civil Disturbance Unit consisting of ten (10) officers from the FRPD and WCSO and to purchase the necessary personal protective and operational equipment needed by the unit to safely handle any future threats of civil unrest in the community and neighboring jurisdictions.

Budget/Funding: 1000-3310010 General Fund Grant Proceeds
3102-45409 Police Patrol – Police Supplies

Attachments: Memo from Chief of Police and Letter from the Department of Criminal Justice

Meetings: None

Staff

Recommendation: Approval ✓ Denial _____

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a Budget Amendment in the amount of \$19,560.00 and accept a Byrne/Justice Assistance Grant award in the same amount from the Department of Criminal Justice Services (DCJS) to allow both the Front Royal Police Department and the Warren County Sheriff's Office to establish and equip a dual agency Civil Disturbance Unit and to purchase the necessary equipment needed by the unit to safely handle any future threats of civil unrest in the community and neighboring jurisdictions. I further move that Council direct the Town Manager to sign and process the necessary paperwork.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
23 EAST JACKSON STREET
FRONT ROYAL, VIRGINIA 22630-1560

K.L. Magalis
Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

To: Tina Presley, Executive Assistant

From: Kerry L. Magalis, Chief of Police

Date: April 18, 2018

Subject: Town Council Consent Agenda Request – Awarded Grant Funds

On April 16, 2018, the Front Royal Police Department received notification from the Department of Criminal Justice Services (DCJS) that our agency had been awarded a Byrne/Justice Assistance Grant (#18-A4361AD12) totaling \$19,560.00. The awarded grant was in response to an application our agency, along with the Warren County Sheriff's Office, applied to in February 2018. The awarded funds will allow both of our agencies to establish and equip a dual agency Civil Disturbance Unit, consisting of ten officers from the Front Royal Police Department and ten deputies from the Warren County Sheriff's Office. The funds will be used to purchase the necessary personal protective and operational equipment needed by the unit to safely handle any future threat of civil unrest in our community and neighboring jurisdictions.

The Town of Front Royal will be the fiscal agent responsible for managing the awarded grant but will be working jointly with administrators from the Warren County Sheriff's office to maintain compliance. There is No Match Requirement for the awarded grant and we will be able to utilize existing funds within our budget to provide the necessary training.

I am attaching a copy of the Statement of Grant Award/Acceptance from DCJS. Would you please add a Consent Agenda request on the upcoming Town Council meeting, scheduled for April 23, 2018, for approval of the awarded grant.

Cc: Joe Waltz, Town Manager
B.J. Wilson, Finance Director
Kevin Nicewarner, Major
Jason Ryman, Captain
Lois Miner, Administrative Assistant



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Shannon Dion
Director

April 4, 2018

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000

Mr. Joseph E. Waltz
Town Manager
Town of Front Royal
P. O. Box 1560
Front Royal, VA 22630

Title: Byrne/JAG – Project Title: Law Enforcement Training

Dear Mr. Waltz:

I am pleased to advise you that grant number **18-A4361AD12** for the above-referenced grant program has been approved for a total award of \$19,560 in Federal Funds.

Enclosed you will find a Statement of Grant Award and a Statement of Grant Award Special Conditions. To indicate your acceptance of the award and conditions, please sign the award acceptance and return it to Albert Stokes, Acting Grants Manager, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully; as some require action on your part before we will disburse grant funds.

Also, enclosed are the Post Award Instructions and Reporting Requirements. Please refer to and read this information carefully as it contains details on processing financial and progress reports, as well as requesting awarded funds. ***Remember all financial and progress reports, budget amendment requests and request for funds must be processed through our online Grants Management Information System (GMIS).***

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please call Patrick Harris at (804) 786-5367.

Sincerely,

Shannon Dion

Enclosures

cc: Chief Kerry Magalis, Chief of Police
Mr. B. J. Wilson, Finance Director
Mr. Patrick Harris, DCJS Monitor



Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

Statement of Grant Award/Acceptance

Subgrantee: Front Royal Town

Date: April 04, 2018

Grant Period:

Grant Number:

From: 04/01/2018

Through: 09/30/2018

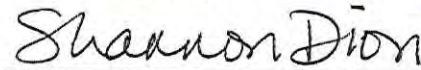
18-A4361AD12

Project Director	Project Administrator	Finance Officer
Chief Kerry Magalis Chief of Police Front Royal Police Dept. 23 E. Jackson Street Front Royal, VA 22630 Phone: (540) 635-2111 Email: kmagalis@frontroyalva.com	Mr. Joseph E. Waltz Town Manager Town of Front Royal P. O. Box 1560 Front Royal, VA 22630 Phone: (540) 635-8007 Email: mgraham@frontroyalva.com	Mr. B. J. Wilson Finance Director Town of Front Royal P. O. Box 1560 Front Royal, VA 22630 Phone: (540) 635-8007 Email: bwilson@frontroyalva.com

Grant Award Budget

Budget Categories	DCJS Funds			Local	TOTALS
	Federal	General	Special		
Travel	\$0	\$0	\$0	\$0	\$0
Supplies/Other	\$0	\$0	\$0	\$0	\$0
Personnel	\$0	\$0	\$0	\$0	\$0
Indirect Cost	\$0	\$0	\$0	\$0	\$0
Equipment	\$19,560	\$0	\$0	\$0	\$19,560
Consultant	\$0	\$0	\$0	\$0	\$0
Totals	\$19,560	\$0	\$0	\$0	\$19,560

This grant is subject to all rules, regulations, and criteria included in the grant guidelines and the special conditions attached thereto.



Shannon Dion, Director

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this _____ day of _____, 20_____.

Signature: _____

Title: _____

STATEMENT OF GRANT AWARD SPECIAL CONDITIONS

Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

Byrne Justice Assistance Grant Program
Federal Catalog Number: 16.738

Subgrantee: Front Royal, Town of

Grant Number: 18-A4361AD12

Title: Law Enforcement Training

Date: April 4, 2018

The following conditions are attached to and made a part of this grant award:

1. Where the Statement of Grant Award reflects a required match contribution by the grant recipient, the recipient agrees, by accepting the award, to provide the match as shown in non-federal match.
2. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:
 - to use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
 - to adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
 - and to comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.
3. By accepting this grant, the recipient assures that funds made available through it will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes.
4. Within 60 days of the starting date of the grant, the subgrantee must initiate the project funded. If not, the subgrantee must report to the DCJS, by letter, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the start date, the subgrantee must obtain approval in writing from the DCJS for a new implementation date or the DCJS may cancel and terminate the project and redistribute the funds.
5. The subgrantee agrees to submit such reports as requested by DCJS on forms provided by DCJS. Funds from this grant will not be disbursed, if any of the required Financial or Progress reports are overdue by more than 30 days unless you can show good cause for missing the reporting deadline.
6. Grant funds are usually disbursed quarterly. Grant state and local match funds are expended and/or obligated during the grant period. All legal obligations must be liquidated no later than 90 days after the end of the grant period. All requests for reimbursement must be completed within 90 days after the end of the grant. The grant recipient agrees to submit to the DCJS a final grant financial report and return all unexpended grant funds that were received within 90-days after the end of the grant.
7. **Budget Amendment Requests must be submitted through GMIS by the Project Director, Program Administrator, or Finance Officer. This Budget Amendment form must be accompanied with a narrative. No more than two such amendments will be permitted during the grant period. The deadline for all budget amendments to be submitted will be 45 days prior to the end of the grant year.**
8. Acceptance of this grant award by the local government applicant constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised and evaluated in accord with the local government's established employment and personnel policies; and

assuring that all terms, conditions and assurances—those submitted with the grant application, and those issued with this award—are complied with.

- a. By signing the Statement of Grant Award/Acceptance, the grantee agrees to comply with all terms, conditions, certifications and assurances that are attached to and made part of this grant award.
 - b. The Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (2 pages) can be downloaded from the DCJS website at <http://www.dcjs.virginia.gov/forms/grants/usdoj.doc>.
 - c. The General Grant Conditions and Assurances, Attachment A (5 pages) can be downloaded at <http://www.dcjs.virginia.gov/forms/grants/attachmentA.doc>.
9. Any delegation of responsibility for carrying out grant-funded activities to an office or department not a part of the local government must be pursuant to a written memorandum of understanding by which the implementing office or department agrees to comply with all applicable grant terms, conditions and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions and assurances of the grant award.
10. The grantee agrees to comply with the Virginia Public Procurement Act <http://eva.virginia.gov/pages/eva-vppa.htm>. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS. Permission to make sole source procurements must be obtained from DCJS in advance.
11. The grantee may follow their own established travel rates if they have an established travel policy. If a grantee does not have an established policy, then they must adhere to state travel policy. The state allows reimbursement for actual reasonable expenses. For future reference please refer to the following IRS website for the most current mileage rate: <http://www.irs.gov/taxpros/article/0,,id=156624,00.html>: Transportation costs for air and rail must be at coach rates.
12. Project Income: Any funds generated as a direct result of DCJS grant-funded projects are deemed project income. Project income must be reported on the Subgrantee Financial Report for Project Income provided by DCJS. Instructions for the Project Income form can be downloaded at: <http://www.dcjs.virginia.gov/forms/grants/subgrantProjectIncomeInstructions.doc>. The Project Income form can also be downloaded from the DCJS website at: <http://www.dcjs.virginia.gov/forms/grants/subgrantProjectIncome.xls>. Examples of project income might include service fees; client fees; usage or rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).
13. The grantee agrees to comply with all federal and state confidentiality requirements. All grantees receiving funds to conduct research or statistical activities that involve collecting data identifiable to a private person should submit a Privacy Certificate, when required, in accordance with the requirements of 28 CFR Part 22. This requirement can be downloaded at: <http://www.ecfr.gov/cgi-bin/text-idx?SID=484ad202fefda843f58e860eebaa85b&node=28:1.0.1.1.23&rgn=div5#28:1.0.1.1.23.0.4.6>.
14. The grantee agrees to comply with the Department of Justice's requirements of 28CFR part 46 – Protection of Human Subjects. These federal requirements can be downloaded at: <http://www.ecfr.gov/cgi-bin/text-idx?SID=484ad202fefda5843f53e860eebaa85b&node=28:2.0.1.1.4&rgn=div5>.
15. The recipient agrees to assist the Department of Justice in complying with the National Environmental Policy Act (NEPA), and other related federal environmental impact analyses requirements in the use of these grant funds. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Recipient understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
- a. New construction;
 - b. Minor renovation or remodeling of a property either (i) listed on or eligible for listing on the National Register of Historic Places or (ii) located within a 100-year flood plain;
 - c. A renovation, lease, or any other proposed use of a building or facility that will either (i) result in a change in its basic prior use or (ii) significantly change its size; and

- d. Implementation of a new program involving the use of chemicals other than chemicals that are (i) purchased as an incidental component of a funded activity and (ii) traditionally used, for example, in office, household, recreational, or education environments.

16. The subgrantee agrees that it and all its contractors will comply with the following federal civil rights laws as applicable:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;
- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding for inherently religious activities (28 C.F.R. Part 38).
- The Juvenile Justice and Delinquency Prevention Act of 1974, as amended, which prohibits discrimination in both employment and the delivery of services or benefits based on race, color, national origin, religion, and sex in JJDP-funded programs or activities (42 U.S.C. § 5672(b)).
- Section 1407 of the Victims of Crime Act (VOCA), as amended, which prohibits discrimination in both employment and the delivery of services or benefits on the basis of race, color, national origin, religion, sex, and disability in VOCA-funded programs or activities. (42 U.S.C. § 10604).
- The grantee agrees to meet the civil rights training requirements through viewing the online training modules offered through the Office on Civil Rights at <http://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>. The grantee must review these training modules at least once per grant cycle and must view the civil rights overview, standard assurances modules, and the module on the obligations to provide services to limited English proficient (LEP) individuals.

17. The subgrantee agrees that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

18. **Scheduled Audit** - The grantee agrees to forward a copy of the scheduled audit of this grant award. Please forward to DCJS - Attention: FINANCE.

19. Prior to DCJS disbursing funds, the Grantee must comply with the following special conditions:



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services NOTICE

Shannon Dion
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000

To: Grants Project Administrator
From: Albert Stokes, Acting Grants Manager
Re: Post Award Instructions and Reporting Requirements
PLEASE READ VERY CAREFULLY.

☐ **GRANT AWARD AND SPECIAL CONDITIONS:**

Please review your Award and Special Conditions very carefully. *Pay attention to the last Special Condition(s) listed. These Special Condition(s) may require additional documentation from you before grant funds can be released.* Sign and date the grant award acceptance and submit any Special Condition documentation by email or mail to:

Office of Grants Management
Attn: Albert Stokes, Acting Grants Manager
Dept. of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219
grantsmgmt@dcjs.virginia.gov

☐ **REPORTING REQUIREMENTS:**

By accepting the accompanying grant award, you are agreeing to submit on-line quarterly progress and financial reports for this grant throughout the grant period, as well as final reports to close the grant. **No eligible current recipient of funding will be considered for continuation funding if, as of the continuation application due date, any of the required Financial and Progress reports for the current grant are more than thirty (30) days overdue.** For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

Financial reports and *progress reports** are due no later than the close of business on the 12th working day after the end of the quarter (**except Pre- and Post-Incarceration Services reports which are due by the last working day of the end of the following month*). Also, *V-STOP progress reports are submitted on a semi-annual schedule 12th working day after 6/30 and 12/31 quarters.* Reports are required even if no expenditures have occurred during the quarter. **Requests for Funds will not be honored from grant recipients who do not fulfill this reporting obligation.** A schedule of due dates is also attached for your reference.

☐ **PROGRESS REPORTS**

Refer to our website: <http://www.dcjs.virginia.gov/> for submitting progress reports through the online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Statement of Grant Award/Acceptance. *Paper copies of progress reports are no longer accepted. You are required to use the online system to submit your progress reports.*

☐ **FINANCIAL REPORTS**

Refer to our website for submitting financial reports through the online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Statement of Grant Award/Acceptance. *Paper copies of financial reports are no longer accepted. You are required to use the online system in reporting your expenditures.* The address is: <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>

☐ **REQUESTING GRANT FUNDS**

Refer to our website for requesting funds through the Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Statement of Grant Award/Acceptance.

*Please note, you can access this system using the same password assigned for the online financial reporting system. *Paper copies of request for funds are no longer accepted. You are required to use the online system for requesting funds.*

☐ **BUDGET AMENDMENTS**

Budgets can be amended in most DCJS grant programs with prior approval. Please review your special conditions carefully to determine the requirements and procedures for amending budgets. Refer to our website for the online Grants Management Information System.

*Please note again that you can access this system using the same password assigned for the online financial reporting system.

Paper copies of budget amendments are no longer accepted. You are required to use the online system for submitting budget amendments.

**PROJECTED DUE DATES
FINANCIAL & PROGRESS REPORTS**

Reports are due by the 12th working day following the close of the quarter covered in the report.

Financial reports are required even if no expenditures have occurred.

<i>QUARTER ENDING</i>	<i>DUE DATE</i>
9/30/2017	10/18/2017
12/31/2017	1/22/2018
3/31/2018	4/17/2018
6/30/2018	7/18/2018
9/30/2018	10/17/2018
12/31/2018	1/17/2019

Please contact the appropriate DCJS staff person if you need assistance with the following:

- Financial Reports and Request for Funds – DCJS Fiscal Services Manager, Bill Dodd, at 804/371-0638 or bill.dodd@dcjs.virginia.gov
- GMIS – Complete and send an email to grantsweb@dcjs.virginia.gov citing the error message received, to request assistance from the GMIS IT Specialist, DeAndrea Williams.
- Progress Reports and Other Requests – your assigned DCJS Grant Program Monitor.
- If you have general questions, please contact Virginia Sneed at (804) 786-5491 or by e-mail at virginia.sneed@dcjs.virginia.gov.