



AGENDA

Board of Supervisors Meeting

February 16, 2021

5:30 PM

Joint Budget Work Session with the Warren County School Board

7:00 PM

Moment of Silence

- A. Call to Order and Pledge of Allegiance of the United States of America
- B. Adoption of Agenda – Additions or Deletions
- C. Public Comment Period (60 Minute Time Limit)
- D. Reports – Board Members, Interim County Administrator, Interim County Attorney
- E. Appropriations and Transfers
- F. Approval of Accounts
- G. Approval of Minutes
 - a. Regular Meeting of January 19, 2021
 - b. Regular Meeting of February 2, 2021

NEW BUSINESS

- H. Consent Agenda
 - 1. Amendment to the Agreement with the Town of Front Royal regarding the Allocation of Funds through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for the Municipal Utility Relief Program to Assist Customers – Rick Farrall
 - 2. FY 2020-2021 Locality Agreement with the Virginia Department of Health for Funding and Services of the Warren County Health Department – Ed Daley
 - 3. ~~Item Removed from Agenda~~
 - 4. Purchase of a Kubota M5-111 4x4 Tractor with Loader for the Shenandoah Farms Sanitary District – Michael Coffelt
 - 5. Purchase of a Kubota M5-111 4x4 Tractor with Loader for the Public Works Department – Michael Coffelt

6. Authorization to Advertise for Public Hearing – Modification Request for Conditional Use Permit 84-03-01, Shenandoah Valley Golf Club for a 27 Hole Golf Course and Related Facilities to add Canoe/Kayak/Tube Rentals – Matt Wendling
7. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-01-01, Justin and Felicia Katzovitz for a Short-Term Tourist Rental – Matt Wendling
8. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-01-02, John and Sheila Kirkpatrick for a Guesthouse – Matt Wendling
9. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-01-03, Carl and Jennifer Ey for a Short-Term Tourist Rental – Joe Petty
10. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-01-04, Carl and Jennifer Ey for a Short-Term Tourist Rental – Joe Petty
11. Coyote Bounties – Animal Control (\$50.00 Each)
 - a. Gary Kushner (1)
 - b. Michael Mitchell (1)

7:30 PM

I. Public Hearings

1. Entering into an Option Agreement with APV Cardinal Energy, LLC for the Disposition of Publicly Held Real Property Identified as a Portion of Tax Map 12, Parcel 57B – Jason Ham
2. Sale of County-Owned Property Located at the Corner of Route 340/522 and Reliance Road – Doug Parsons
3. Ordinance to Amend and Re-Ordain Section 82-4 of the Warren County Code to have Shannon Woods Sanitary District be Authorized to Apply a Construction Road Use Fee – Caitlin Jordan
4. Approval of Easement to the Town of Front Royal, Virginia for the Installation of Water Mains – Caitlin Jordan
5. Ordinance to Vacate the 28-foot-wide Unimproved Right-of-Way and 14-foot-wide Unimproved Right-of-Way between Tax Map #36A, Lots 8, 9, 22, 32, and 33 in the Elias Herr Lots in Limeton – Taryn Logan

J. Request – Adoption of Resolution to Set Percentage of Tax Relief for Personal Property (Motor Vehicles) for 2021 Tax Year – Sherry Sours, Commissioner of the Revenue

K. Closed Session – Section 2.2-3711(A)(1) of the Virginia Freedom of Information Act Personnel re: Economic Development Authority Board of Directors and the Parks and Recreation Commission

L. Additional New Business (If Needed)

M. Adjournment

2/16/2021
Fiscal Year 2020-2021

Appropriations

43000-5407	General Services - Repairs and Maintenance	\$1,001.99	Reimbursement for Thermal Shelter
92000-7112	Finance - HHS Complex	\$125	To appropriate LCI Services sponsorship for scorbpards at HHS Complex



Warren County Delinquent Tax Collections Monthly Report

Month: January 2021

<u>Pond Law Group:</u>	\$1,521.74
<u>TACS:</u>	\$1,458.58

TOTAL: **\$2,980.32**

Pond total for 2021:	\$1,521.74
TACS total for 2021:	\$1,458.58

Cumulative total for 2021: **\$2,980.32**

Sands Anderson		
Date	Invoice #	Amount
2/4/2019	337902	\$49,781.44
2/28/2019	338916	\$50,559.83
4/1/2019	340092	\$83,053.09
4/29/2019	343613	\$97,993.94
5/30/2019	349027	\$95,751.89
6/24/2019	353542	\$105,677.60
7/25/2019	358087	\$105,344.62
8/15/2019	363141	\$132,559.98
9/10/2019	367746	\$97,055.56
10/7/2019	214020	\$1,485.00
10/16/2019	381643	\$118,603.44
10/31/2019	977717TE1	\$117,023.95
10/31/2019	977717TE2	\$6,565.00
11/25/2019	383016	\$175,313.87
11/30/2019	977842TE1	\$11,124.92
11/30/2019	977842TE2	\$6,340.00
12/18/2019	312341	\$866.25
12/23/2019	387536	\$124,817.89
12/31/2019	977957TE1	\$9,086.18
12/31/2019	977957TE2	\$6,340.00
1/13/2020	392047	\$127,679.15
1/22/2020	315265	\$2,706.17
1/31/2020	978125TE1	\$9,281.19
1/31/2020	978125TE2	\$6,490.00
2/13/2020	318900	\$1,175.25
2/20/2020	369533	\$158,751.64
2/29/2020	978239TE1	\$9,357.94
2/29/2020	978239TE2	\$6,490.00
3/13/2020	401012	\$136,835.52
3/31/2020	978318T	\$452.79
3/31/2020	978318TE1	\$9,102.94
3/31/2020	978318TE2	\$6,490.00
4/14/2020	415506	\$119,235.96
4/15/2020	79425	\$2,400.00
4/30/2020	978401TE	\$10,778.38
5/14/2020	423245	\$135,843.50
5/31/2020	978486TE	\$11,319.00
6/17/2020	427726	\$127,987.84
6/30/2020	978571TE	\$11,067.78
7/16/2020	428985	\$130,183.76
7/20/2020	337536	\$566.18
7/31/2020	978676TE	\$10,298.52
8/7/2020	433530	\$133,312.50
8/15/2020	345192	\$1,120.75
8/31/2020	978747	\$9,984.77
9/18/2020	442067	\$138,075.97
9/30/2020	978847	\$9,739.77
10/7/2020	356355	\$397.50
10/15/2020	443408	\$117,141.00

Halasz Reporting & Video

Superior Document Services

Superior Document Services

Superior Document Services

Superior Document Services

Planet Depos

Superior Document Services

Superior Document Services

Planet Depos

Superior Document Services

Superior Document Services

Planet Depos

Superior Document Services

Superior Document Services

Superior Document Services

Superior Document Services

Superior Document Services

Scott Insurance

Superior Document Services

Superior Document Services

Superior Document Services

Planet Depos

(Received on 10/13/20)

Superior Document Services

Planet Depos

Superior Document Services

(Received on 12/9/20)

Superior Document Services

(Received on 10/27/20)

Planet Depos

10/31/2020	978915	\$9,801.20	Superior Document Services	(Received on 11/20/20)
11/17/2020	448352	\$120,209.55		
11/25/2020	N/A	\$10,000.00	Retainer for Experts for Mediation	
12/12/2020	35371	\$706.00	Courier One	
12/14/2020	P0100158271	\$10,166.20	KLDiscovery (formerly Superior Document Services)	
12/17/2020	453266	\$113,966.75		
1/13/2021	457980	\$113,124.75		
2/9/2021	339456	\$1,227.05	Planet Depos	
2/9/2021	339457	\$641.50	Planet Depos	
Balance Remaining		\$3,219,453.22		

WARREN COUNTY
REVENUE SUMMARY
7/1/2020-1/31/2021

	DESCRIPTION	BUDGET AMOUNT	APPROPRIATED AMOUNT	COLLECTED Y-T-D	BALANCE	% COLLECTED
FUND 001	*** GENERAL FUND ***					
11010	** REAL ESTATE TAXES **	31,054,932.00	31,054,932.00	16,185,079.83	14,869,852.17	52.12%
11020	** PUBLIC SVC PROPERTY TAX **	7,000,000.00	7,000,000.00	3,508,942.96	3,491,057.04	50.13%
11030	** PERSONAL PROPERTY TAX **	17,157,500.00	17,157,500.00	11,332,253.97	5,825,246.03	66.05%
11040	** MACHINERY & TOOLS TAX **	1,650,000.00	1,650,000.00	1,288,544.42	361,455.58	78.09%
11050	**MINERAL RIGHTS **	2,500.00	2,500.00	1,782.91	717.09	71.32%
11060	** PENALTIES AND INTEREST **	1,000,000.00	1,000,000.00	532,841.22	467,158.78	53.28%
12010	** LOCAL SALES & USE**	4,400,000.00	4,400,000.00	2,138,804.96	2,261,195.04	48.61%
12010	** COMMUNICATIONS TAX**	780,000.00	780,000.00	279,991.00	500,009.00	35.90%
12020	** UTILITY TAX **	760,000.00	760,000.00	364,925.93	395,074.07	48.02%
12030	** BUSINESS LICENSE **	875,000.00	875,000.00	198,127.84	676,872.16	22.64%
12040	** RECORDATION TAXES (GRANTEE) **	605,000.00	605,000.00	458,431.71	146,568.29	75.77%
12050	** MOTOR VEHICLE LICENSE TAX **	940,000.00	940,000.00	204,698.26	735,301.74	21.78%
12070	** RECORDATION (GRANTOR) & WILLS **	105,000.00	105,000.00	108,648.54	-3,648.54	103.47%
12080	** MEALS AND BEVERAGE TAX **	1,000,000.00	1,000,000.00	504,095.14	495,904.86	50.41%
13010	** ANIMAL LICENSE FEES **	45,000.00	45,000.00	31,227.00	13,773.00	69.39%
13030	** PERMITS & OTHER LICENSES **	756,500.00	756,500.00	383,447.51	373,052.49	50.69%
14010	** COURT FINES **	90,000.00	90,000.00	44,364.36	45,635.64	49.29%
14020	** OTHER COURT COSTS**	0.00	0.00	722.60	-722.60	0.00%
15010	** REVENUE FROM USE OF MONEY (INT)*	460,000.00	460,000.00	116,245.56	343,754.44	25.27%
15020	** REVENUE FROM USE OF PROPERTY **	384,480.00	384,480.00	175,545.12	208,934.88	45.66%
16010	** CHARGES FOR SERVICES (SHERIFF) *	0.00	0.00	2,396.05	-2,396.05	0.00%
16020	** CHARGES FOR COMM. ATTORNEY **	4,200.00	4,200.00	1,489.79	2,710.21	35.47%
16050	** CHARGES FOR CORREC. & DETEN. **	70,000.00	70,000.00	28,929.20	41,070.80	41.33%
16080	** CHGS. FOR SANI. & WASTE REM. **	1,120,000.00	1,120,000.00	563,759.91	556,240.09	50.34%
16160	** SALES OF MAPS SURVEY **	15,000.00	15,000.00	4,913.65	10,086.35	0.00%
16170	** SALE OF COPIES-COMM. OF REV **	0.00	0.00	250.00	-250.00	0.00%
16180	**TREASURER SALE OF COPIES**	0.00	0.00	0.00	0.00	0.00%
16990	**OTHER CHARGES FOR SERVICES**	57,500.00	57,500.00	27,920.00	29,580.00	48.56%
18030	** REFUNDS, LOANS, MISC. FEES **	528,000.00	528,000.00	211,323.31	316,676.69	40.02%
18990	** MISCELLANEOUS **	1,710,000.00	1,710,000.00	979,572.00	730,428.00	57.28%
19120	** SALE RECYCLABLE MATERIAL **	60,000.00	60,000.00	53,664.75	6,335.25	89.44%
22010	** NON-CATEGORICAL AID **	206,000.00	206,000.00	23,828.01	182,171.99	11.57%
23010	** SHARED EXPENSES COMM. ATTY **	431,943.00	431,943.00	232,340.47	199,602.53	53.79%
23020	** SHARED EXP-SHERIFF **	1,762,633.00	1,762,633.00	843,029.73	919,603.27	47.83%
23030	** SHARED EXP-COM. OF REVENUE **	161,915.00	161,915.00	80,373.51	81,541.49	49.64%
23040	** SHARED EXP-TREASURER **	121,748.00	121,748.00	54,680.91	67,067.09	44.91%
23060	** SHARED EXP-REGISTRAR **	40,000.00	40,000.00	0.00	40,000.00	0.00%
23080	** SHARED EXP-CLERK OF COURT **	313,842.00	313,842.00	168,511.87	145,330.13	53.69%
24010	** STATE VPA/WELFARE REIMB. **	1,266,697.00	1,266,697.00	687,803.02	578,893.98	54.30%
24020	** CATEGORICAL AID **	1,040,442.00	1,040,442.00	447,510.09	592,931.91	43.01%
24040	** OTHER CATEGORICAL AID **	291,548.00	291,548.00	87,491.00	204,057.00	30.01%
31010	** REVENUE FROM THE FED. GOVMT. **	1,854,485.00	4,057,146.00	3,274,842.26	782,303.74	80.72%
33090	** CARES ACT REVENUES**	0.00	3,504,154.00	3,651,228.00	-147,074.00	0.00%
41050	** TRANSFERS FROM OTHER FUNDS **	509,700.00	509,700.00	1,545,066.05	-1,035,366.05	303.13%
130325	**WASTE PERMIT DECAL FEE**	0.00	0.00	1,055.00	-1,055.00	0.00%
312100	**LODGING TAX**	250,000.00	250,000.00	165,535.83	84,464.17	66.21%
	TOTAL GENERAL FUND	80,881,565.00	86,588,380.00	50,996,235.25	35,592,144.75	58.90%
FUND 081	** FRONT ROYAL WARREN COUNTY AIRPORT **					
15010	INTEREST ON BANK DEPOSITS	0.00	0.00	0.00	0.00	0.00%
15020	HANGAR RENTALS	194,423.00	194,423.00	100,677.28	93,745.72	51.78%
15020-10	OTHER PROPERTY RENTALS			0.00		
18990	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00%
24040	STATE GRANTS	0.00	0.00	1,365.40	-1,365.40	
31020	FEDERAL GRANTS	0.00	0.00	4,249.57	-4,249.57	0.00%
41050	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00%
	TOTAL AIRPORT FUND	194,423.00	194,423.00	106,292.25	88,130.75	54.67%
FUND 083	** COST RECOVERY **					
16090	COST RECOVERY FEES	900,000.00	900,000.00	385,285.11	514,714.89	42.81%

WARREN COUNTY
EXPENDITURE SUMMARY
7/01/20-1/31/2021

DESCRIPTION	BUDGET AMOUNT	APPROPRIATED AMOUNT	Y-T-D AMOUNT	BALANCE	% EXPENDED
FUND 001 GENERAL FUND					
11010 BOARD OF SUPERVISORS	1,549,632.00	1,549,632.00	903,269.13	646,362.87	58.29%
12020 COUNTY ADMINISTRATION	642,321.00	642,321.00	353,189.60	289,131.40	54.99%
12040 COUNTY ATTORNEY	303,066.00	303,066.00	87,354.06	215,711.94	28.82%
12090 COMMISSIONER OF REVENUE	711,665.00	711,665.00	405,185.27	306,479.73	56.93%
12110 REASSESSMENT	138,600.00	138,600.00	693.11	137,906.89	0.50%
12130 TREASURER	532,016.00	532,016.00	306,863.68	225,152.32	57.68%
12150 FINANCE AND PURCHASING	390,448.00	390,448.00	204,815.92	185,632.08	52.46%
13000 ELECTIONS	323,258.00	323,258.00	186,152.39	137,105.61	57.59%
15003 CFR-HELP AMERICA VOTE ACT	-	-	58,979.84	(58,979.84)	0.00%
21010 CIRCUIT COURT	41,991.00	41,991.00	5,195.28	36,795.72	12.37%
21020 GENERAL DISTRICT COURT	25,740.00	25,740.00	9,090.05	16,649.95	35.31%
21030 MAGISTRATES	5,839.00	5,839.00	2,386.04	3,452.96	40.86%
21050 JUVENILE AND DOMESTIC COURT	19,171.00	19,171.00	7,588.07	11,582.93	39.58%
21060 CLERK OF CIRCUIT COURT	564,125.00	564,125.00	342,140.08	221,984.92	60.65%
21080 LAW LIBRARY	52,690.00	52,690.00	33,506.39	19,183.61	63.59%
22010 COMMONWEALTH'S ATTORNEY	1,061,847.00	1,061,847.00	603,672.90	458,174.10	56.85%
25002 CFR2-JUDICIAL ADMIN	-	20,000.00	10,697.86	9,302.14	0.00%
31020 SHERIFF'S DEPARTMENT	4,413,371.00	4,413,371.00	2,712,747.16	1,700,623.84	61.47%
31040 E-911 SYSTEM	620,357.00	620,357.00	405,330.59	215,026.41	65.34%
31050 SCHOOL RESOURCE	703,920.00	703,920.00	550,550.50	153,369.50	78.21%
32000 VOLUNTEER FIRE AND RESCUE	976,777.00	976,777.00	995,177.82	(18,400.82)	101.88%
33000 COURT SERVICES	978,287.00	978,287.00	555,316.65	422,970.35	56.76%
33030 PROBATION	67,369.00	67,369.00	2,349.88	65,019.12	3.49%
34010 BUILDING INSPECTIONS	617,829.00	617,829.00	409,342.59	208,486.41	66.25%
35001 CRF RD 1-PUBLIC SAFETY	-	864,631.00	864,631.00	-	0.00%
35002 CRF RD 2-PUBLIC SAFETY	-	2,335,616.00	2,619,588.29	(283,972.29)	0.00%
35010 ANIMAL CONTROL	603,148.00	603,148.00	339,572.71	263,575.29	56.30%
35030 MEDICAL EXAMINER	500.00	500.00	200.00	300.00	40.00%
35050 FIRE AND RESCUE DEPARTMENT	3,197,318.00	3,197,318.00	2,385,960.50	811,357.50	74.62%
41010 PUBLIC WORKS/SANITARY DISTRICTS	435,301.00	435,301.00	236,838.91	198,462.09	54.41%
41020 STREETS AND HIGHWAYS	206,001.00	206,001.00	4,673.27	201,327.73	2.27%
42030 REFUSE COLLECTION	758,940.00	758,940.00	421,084.78	337,855.22	55.48%
42035 REFUSE COLLECTION/TRANSFER STATION	211,462.00	211,462.00	109,030.24	102,431.76	51.56%
42040 REFUSE DISPOSAL	2,624,041.00	2,624,041.00	1,267,951.33	1,356,089.67	48.32%
43000 MAINTENANCE OF BLDGS. & GROUNDS	1,384,135.00	1,384,135.00	944,276.40	439,858.60	68.22%
51000 HEALTH	392,676.00	392,676.00	296,319.50	96,356.50	75.46%
52000 MENTAL HEALTH AND DISABILT	366,886.00	366,886.00	116,096.50	250,789.50	31.64%
53000 SOCIAL SERVICES	4,400,883.00	4,400,883.00	2,119,811.61	2,281,071.39	48.17%
53090 OTHER SOCIAL SERVICES	121,489.00	121,489.00	73,789.00	47,700.00	60.74%
53500 COMPREHENSIVE SERVICES ACT	1,798,351.00	1,798,351.00	847,479.14	950,871.86	47.13%
55001 CRF ROUND 1-HLTH & HUM SVC	-	86,407.00	25,627.83	60,779.17	29.66%
64010 COMMUNITY COLLEGE	39,656.00	39,656.00	69,656.00	(30,000.00)	175.65%
65002 CARES-WCPS VIRTUAL INSTRUCTION	-	300,000.00	300,000.00	-	100.00%
71010 PARKS & REC. ADMINISTRATION	891,395.00	891,395.00	377,800.45	513,594.55	42.38%
71020 PARKS & REC. - REC. PROGRAM	72,814.00	72,814.00	5,460.76	67,353.24	7.50%
71030 PARKS & REC. - MAINTENANCE	1,604,999.00	1,604,999.00	815,665.25	789,333.75	50.82%
73000 LIBRARY MUSEUM CULT. ENRICH.	1,018,087.00	1,018,087.00	762,815.25	255,271.75	74.93%
81010 PLANNING AND ZONING ADMIN.	462,526.00	462,526.00	249,855.74	212,670.26	54.02%
81050 ECONOMIC DEVELOPMENT	2,139,472.00	2,139,472.00	237,548.03	1,901,923.97	11.10%
82000 ENVIRONMENTAL MANAGEMENT	40,500.00	40,500.00	20,500.00	20,000.00	50.62%
83000 VPI EXTENSION SERVICE	120,919.00	120,919.00	54,922.91	65,996.09	45.42%
85001 CRF ROUND 1- COM DEVELOPMENT	-	2,513,116.00	2,436,558.00	76,558.00	96.95%
85002 CRF ROUND 2- COM DEVELOPMENT	-	888,538.00	634,694.67	253,843.33	71.43%
91000 NON-DEPARTMENTAL	2,362,022.00	2,362,022.00	561,820.66	1,800,201.34	23.79%
92000 CAPITAL OUTLAY	15,894,521.00	15,894,521.00	15,087,379.00	807,142.00	94.92%
99010 TRANSFERS TO OTHER FUNDS	26,956,323.00	26,956,323.00	11,796,559.80	15,159,763.20	43.76%
TOTAL GENERAL FUND	82,844,684.00	89,852,992.00	55,235,762.39	34,617,229.61	61.47%
FUND 081 FRONT ROYAL WARREN COUNTY AIRPORT	189,665.00	189,665.00	79,364.07	110,300.93	41.84%
TOTAL FUND 81	189,665.00	189,665.00	79,364.07	110,300.93	41.84%
FUND 083 COST RECOVERY	900,000.00	900,000.00	467,315.89	432,684.11	51.92%

INTERIM CHECK RUN
Jan 12, 2020-Feb 9, 2021
FISCAL YEAR 2020/2021

DEPT	ACCT	VENDOR	ACCOUNT TYPE	INV. DATE	INV. #	AMOUNT
BOARD OF SUPERVISORS						
11010	3015	FRONT ROYAL WARREN COUNTY VA	EDA LITIGATION-SANDS ANDERSON	1/11/2021	TIMBERLAKE 1/21	17,866.00
11010	5504	BB&T	TRAVEL AND TRAINING	1/4/2021	9484 1/21	400.00
11010	5850	BB&T	EMPLOYEE SERVICE AWARD	1/4/2021	9484 1/21	6,488.50
11010	5899	COMMONWEALTH OF VA	UNCLASSIFIED	1/5/2021	T437146	17.92
11010	5899	CENTURYLINK	UNCLASSIFIED	1/7/2021	310195872 2/21	1,120.93
11010	5899	CENTURYLINK	UNCLASSIFIED	1/7/2021	310410283 2/21	2,137.08
11010	5899	BB&T	UNCLASSIFIED	1/4/2021	9484 1/20	(29.23)
11010	5899	BB&T	UNCLASSIFIED	1/4/2021	9484 1/21	29.23
11010	5899	BB&T	UNCLASSIFIED	1/4/2021	9484 1/21	89.12
Total						28,119.55
COUNTY ADMINISTRATION						
12020	5201	BB&T	POSTAGE	1/4/2021	9484 1/21	110.00
12020	5401	BB&T	OFFICE SUPPLIES	1/4/2021	9484 1/21	51.09
12020	5899	BB&T	UNCLASSIFIED	1/4/2021	9484 1/21	266.10
Total						427.19
COMMISSIONER OF REVENUE						
12090	5401	BB&T	OFFICE SUPPLIES	1/4/2021	2530 1/21	86.70
12090	5897	BB&T	COVID-19 EXPENSES	1/4/2021	2530 1/21	17.88
Total						104.58
TREASURER						
12130	7001	BB&T	MACHINERY AND EQUIPMENT	1/4/2021	9484 1/21	14.99
Total						14.99
FINANCE AND PURCHASING						
12150	5401	BB&T	OFFICE SUPPLIES	1/4/2021	9484 1/21	121.85
Total						121.85
ELECTIONS						
13000	5203	CENTURYLINK	TELEPHONE	1/17/2021	478686816 2/21	256.89
13000	5401	BB&T	VEHICLE RENTAL	1/4/2021	9484 1/21	49.00
Total						305.89
MAGISTRATES						
21030	5203	SPRINT	TELEPHONE	1/5/2021	4399 1/21	69.45
Total						69.45
COMMONWEALTH'S ATTORNEY						
22010	5401	COMCAST	OFFICE SUPPLIES	12/6/2020	4589 2/21	150.64
22010	5401	COMCAST	OFFICE SUPPLIES	10/6/2020	4589 2/21B	5.00
22010	5401	COMCAST	OFFICE SUPPLIES	10/6/2020	4589 2/21C	155.64
Total						311.28
SHERIFF'S OFFICE						
31020	3008	BB&T	LAUNDRY AND CLOTHING ALLOWANCE	1/4/2021	2794 1/21	46.35
31020	5104	COMCAST	CABLE	1/17/2021	1197 1/21	150.00
31020	5104	COMCAST	CABLE	1/5/2021	2799 1/21	156.78
31020	5203	MCI COMM SERVICE	TELEPHONE	1/17/2021	2DG20748 1/21	34.53
31020	5203	MCI COMM SERVICE	TELEPHONE	1/17/2021	2DG20749 1/21	34.53
31020	5203	MCI COMM SERVICE	TELEPHONE	1/17/2021	2DG20750 1/21	34.53
31020	5203	CENTURYLINK	TELEPHONE	12/22/2020	309830258 1/21	1,301.67
31020	5203	BB&T	TELEPHONE	1/4/2021	2794 1/21	36.00
31020	5203	SPRINT	TELEPHONE	12/28/2020	2807 1/21	2,203.32
31020	5203	SPRINT	TELEPHONE	1/28/2021	2807 2/21	2,203.32
31020	5401	BB&T	OFFICE SUPPLIES	1/4/2021	2794 1/21	112.86
31020	5408	SPRINT	OPERATION OF MOTOR VEHICLE	12/28/2020	2807 1/21	1,634.14
31020	5408	SPRINT	OPERATION OF MOTOR VEHICLE	1/28/2021	2807 2/21	1,635.76
31020	5409	BB&T	POLICE SUPPLIES AND AMMUNITION	1/4/2021	2794 1/21	18.98
31020	5410	RUBY, JUDY	WEARING APPAREL	1/20/2021	REIMB 2/21	72.13
31020	5410	ROBINSON, MICHAEL	WEARING APPAREL	1/8/2021	REIMB 2/21	100.00
31020	5410	STEVENS, ANTHONY	WEARING APPAREL	1/8/2021	REIMB 2/21	100.00
31020	5410	SNYDER, ROBERT	WEARING APPAREL	1/8/2021	REIMB 2/21	76.32
31020	5411	BB&T	BOOKS AND SUBSCRIPTIONS	1/4/2021	2794 1/21	807.65
31020	5505	BB&T	TRAVEL EXTRADITION OF PRISONERS	1/4/2021	2794 1/21	197.68

31020	5801	BB&T	DUES AND MEMBERSHIP	1/4/2021	2794 1/21	50.00
31020	5812	BB&T	MISCELLANEOUS GRANTS	1/4/2021	2794 1/21	1,889.47
31020	5899	BB&T	UNCLASSIFIED	1/4/2021	2794 1/21	517.56
31020	5899	WOODALL, ASHLEY	UNCLASSIFIED	1/22/2021	REIMB 2/21	150.00
31020	7001	BB&T	FURNITURE AND FIXTURES	1/4/2021	2794 1/21	285.53
31020	7002	BB&T	MACHINERY & EQUIPMENT	1/4/2021	2794 1/21	22.72
31020	7008	BB&T	COMPUTER SOFTWARE	1/4/2021	2794 1/21	42.10
31020	7009	BB&T	POLICE EQUIPMENT	1/4/2021	2794 1/21	227.28
31020	8001	BB&T	RENTAL OF EQUIPMENT	1/4/2021	2794 1/21	38.98
					Total	14,180.19
E-911 SYSTEM						
31040	3003	CENTURYLINK	E-911 ADDRESS MAINT.	1/22/2021	309576274 2/21	3,783.36
31040	3010	CENTURYLINK	EQUIPMENT SERVICE CONTRACT	1/1/2021	101117394	2,722.18
31040	3010	CENTURYLINK	EQUIPMENT SERVICE CONTRACT	12/2/2020	10115118	4,218.21
31040	5104	COMCAST	INTERNET/CABLE	1/25/2021	1031 2/21	128.35
31040	5104	SHENTEL	INTERNET/CABLE	1/15/2021	476899 1/21	387.30
31040	5203	CENTURYLINK	TELEPHONE	1/22/2021	309576274 2/21	19.57
					Total	11,258.97
VOLUNTEER FIRE AND RESCUE						
32000	5627	COMCAST	FIRE & RESCUE-CONTINGENCY	1/23/2021	7255 2/21	109.32
32000	5629	RAPPAHANNOCK ELECTRIC	FIRE PROGRAM FUNDS	1/9/2021	51309007 2/21	22.05
32000	5629	RAPPAHANNOCK ELECTRIC	FIRE PROGRAM FUNDS	1/9/2021	51309008 2/21	490.94
					TOTAL	622.31
CORRECTIONS						
33000	5203	CENTURYLINK	TELEPHONE	1/7/2021	310372307 1/21	62.21
					Total	62.21
PROBATION						
33030	5203	CENTURYLINK	TELEPHONE	12/7/2020	309714271 1/21	54.24
33030	5203	VERIZON	TELEPHONE	11/28/2020	9867990320 0413	727.35
						781.59
BUILDING INSPECTIONS						
34010	5205	BB&T	CELLULAR PHONE	1/4/2021	5653 1/21	144.97
34010	5408	BB&T	OPERATION OF MOTOR VEHICLE	1/4/2021	5653 1/21	35.99
34010	5899	BB&T	UNCLASSIFIED	1/4/2021	5653 1/21	43.15
					Total	224.11
ANIMAL CONTROL						
35010	5899	BB&T	UNCLASSIFIED	1/4/2021	2794 1/21	235.58
					Total	235.58
FIRE AND RESCUE DEPARTMENT						
35050	5203	AT&T MOBILITY	TELEPHONE	1/7/2021	0734 1/21	963.20
35050	5626	BB&T	EMS FUND	1/4/2021	4656 1/21	3,568.17
35050	5897	BB&T	COVID-19 EXPENSES	1/4/2021	4656 1/21	435.67
35050	5899	BB&T	UNCLASSIFIED	1/4/2021	4656 1/21	1,896.36
					Total	6,863.40
PUBLIC WORKS SANITATION DISTRICT						
41010	5203	COFFELT, MICHAEL	TELEPHONE	12/14/2020	PHONE 1/21	90.00
					Total	90.00
REFUSE COLLECTION/TRANSFER STATION						
42035	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/9/2021	17146001 1/21	137.79
42035	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/7/2021	51309011 1/21	87.18
42035	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/22/2021	51309018 2/21	115.91
					Total	340.88
REFUSE DISPOSAL						
42040	5101	SHENANDOAH VALLEY	ELECTRIC	12/15/2020	1015278001 1/21	408.41
42040	5101	SHENANDOAH VALLEY	ELECTRIC	12/15/2020	1015278001-1/21	498.66
42040	5101	SHENANDOAH VALLEY	ELECTRIC	12/15/2020	1015278002 1/21	203.34
42040	5101	SHENANDOAH VALLEY	ELECTRIC	12/15/2020	1015278002-1/21	322.70
42040	5101	SHENANDOAH VALLEY	ELECTRIC	12/15/2020	1015278003 1/21	153.30
42040	5101	SHENANDOAH VALLEY	ELECTRIC	1/15/2021	1015278003-1/21	197.33
42040	5101	SHENANDOAH VALLEY	ELECTRIC	12/15/2020	1015278004 1/21	27.22
42040	5101	SHENANDOAH VALLEY	ELECTRIC	1/15/2021	1015278004-1/21	27.17
42040	5101	SHENANDOAH VALLEY	ELECTRIC	12/15/2020	1015278005 1/21	200.23
42040	5101	SHENANDOAH VALLEY	ELECTRIC	1/15/2021	1015278005-1/21	166.13
42040	5203	CENTURYLINK	TELEPHONE	1/22/2021	309548447 2/21	267.03
					Total	2,471.52

MAINTENANCE OF BLDG. & GRNDS					
43000	5203	CENTURYLINK	TELEPHONE	1/22/2021	310414365 2/21 335.58
43000	5203	CENTURYLINK	TELEPHONE	1/23/2021	424997784 2/21 178.12
43000	5203	SPRINT	TELEPHONE	1/18/2021	8810 2/21 113.01
43000	5203	RAPPAHANNOCK ELECTRIC	TELEPHONE	12/23/2020	51309022 1/21 28.26
43000	5203	RAPPAHANNOCK ELECTRIC	TELEPHONE	1/25/2021	51309022 2/21 72.48
43000	5407	DUNCAN	REPAIRS AND MAINT.	1/18/2020	15784 1/21 2,500.00
				Total	3,227.45
PARKS & REC. ADMINISTRATION					
71010	5203	COMCAST	TELEPHONE	1/19/2021	926 2/21 438.60
71010	5203	COMCAST	TELEPHONE	1/19/2021	4564 1/21 545.87
71010	5203	COMCAST	TELEPHONE	1/25/2021	4829 2/21 292.70
71010	5203	COMCAST	TELEPHONE	1/25/2021	6220 2/21 53.12
71010	5203	COMCAST	TELEPHONE	1/6/2021	6246 1/21 122.29
71010	5203	COMCAST	TELEPHONE	1/12/2021	6253 1/21 210.08
71010	5203	COMCAST	TELEPHONE	1/15/2021	6295 1/21 108.84
71010	5203	COMCAST	TELEPHONE	12/27/2020	6899 1/21 291.74
71010	5203	COMCAST	TELEPHONE	1/24/2021	8581 2/21 108.35
71010	5203	COMCAST	TELEPHONE	1/5/2021	9076 1/21 109.32
71010	5203	CENTURYLINK	TELEPHONE	1/22/2021	310402045 2/21 11.93
71010	5203	SPRINT	TELEPHONE	1/18/2021	8810 2/21 357.77
71010	5401	BB&T	OFFICE SUPPLIES	1/4/2021	9484 1/21 83.81
				Total	2,734.42
PARKS & REC. REC. PROGRAM					
71020	5449	BB&T	NEW PROGRAMS	1/4/2021	9484 1/21 482.20
				Total	482.20
PARKS & REC. MAINTENANCE					
71030	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/25/2021	51309002 2/21 16.08
71030	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/9/2021	51309004 1/21 12.76
71030	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/9/2021	51309024 1/21 25.52
71030	5413	BB&T	OPERATING SUPPLIES	1/4/2021	9484 1/21 20.25
				Total	74.61
PLANNING AND ZONING ADMIN.					
81010	5401	BB&T	OFFICE SUPPLIES	1/4/2021	9484 1/21 11.32
81010	5801	BB&T	DUES AND MEMBERSHIP	1/4/2021	9484 1/21 265.00
81010	7008	BB&T	COMPUTER SOFTWARE	1/4/2021	9484 1/21 179.88
				Total	456.20
ECONOMIC DEVELOPMENT					
81050	5605	FRONT ROYAL WARREN COUNTY VA	ECONOMIC DEVELOPMENT	1/25/2021	#91007 1/21 43,610.78
					43,610.78
VPI EXTENSION SERVICE					
83000	5203	CENTURYLINK	TELEPHONE	12/22/2020	310081090 1/21 104.68
83000	5203	CENTURYLINK	TELEPHONE	1/22/2021	310081090 2/21 106.34
				Total	211.02
NON-DEPARTMENTAL					
91000	3010	COMCAST	MAINT. - CENTRAL COMPUTER	12/10/2020	3459 1/21 293.36
91000	3010	COMCAST	MAINT. - CENTRAL COMPUTER	1/10/2021	3459 1/21 B 302.98
91000	3010	CENTURYLINK	MAINT. - CENTRAL COMPUTER	1/22/2021	310118646 2/21 48.87
				Total	645.21
CAPITAL OUTLAY					
92000	7018	UNITED BANK	ECONOMIC DEVELOPMENT	1/15/2021	90978 BAUGH 22,450.41
92000	7042	BB&T	RIVERMONT VFD	1/4/2021	9484 1/21 505.29
92000	7126	BB&T	EDA-MAINT. AND REPAIRS	1/4/2021	9484 1/21 650.54
				Total	23,606.24
DRUG FORFEITED ASSETS					
62050	1	BB&T	WARRANTS	1/4/2021	2794 1/21 521.24
				Total	521.24
WARREN COUNTY AIRPORT					
81060	5101	BB&T	ELECTRIC	1/4/2021	9484 1/21 89.38
81060	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/21/2021	11244001 2/21 2,388.16
81060	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/6/2021	1124408 2/21 204.34
81060	5203	CENTURYLINK	TELEPHONE	1/22/2021	309760596 2/21 261.13
81060	5203	CENTURYLINK	TELEPHONE	1/9/2021	435206429 2/21 48.87
81060	5899	BB&T	UNCLASSIFIED	1/4/2021	9484 1/21 252.74
				Total	3,244.62

COST RECOVERY					
35060	5408	BB&T	OPERATION OF MOTOR VEHICLE	1/4/2021	4656 1/21 1,264.77
35060	5812	BB&T	VDEM-GRANTS	1/4/2021	4656 1/21 385.70
35060	7007	BB&T	COMPUTER EQUIPMENT	1/4/2021	4656 1/21 74.80
				Total	1,725.27
SHENANDOAH FARMS VFC #6					
35070	5203	COMCAST	TELEPHONE	1/17/2021	8400 1/21 262.23
				Total	262.23
NORTH WARREN VFD #10					
35071	5203	CENTURYLINK	TELEPHONE	1/22/2021	309868643 2/21 360.50
35071	5405	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/25/2021	111790001 1/21 603.16
				Total	963.66
SOUTH WARREN VFD #3					
35072	5405	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/9/2021	276922002 1/21 131.12
35072	5405	SHENANDOAH VALLEY	ELECTRIC	1/15/2021	1015523001 1/21 259.68
				Total	390.80
SHENANDOAH SHORES VFC #5					
35073	5203	CENTURYLINK	TELEPHONE	1/22/2021	309585011 2/21 59.36
35073	5405	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/15/2021	39260001 1/21 146.15
				Total	205.51
FORTSMOUTH VFC # 8					
35075	5203	CENTURYLINK	TELEPHONE	1/7/2021	310445687 1/21 182.91
35075	5405	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/21/2021	91741001 2/21 340.69
				Total	523.60
SKYLINE ACADEMY					
31900	3004	BERKELY GLASS	REPAIRS AND MAINT.	1/27/2021	83619 252.50
31900	3010	PEST MGMT. SERVICES, INC.	MAINT/SERVICE CONTRACTS	1/12/2021	41160969 95.00
31900	3010	BB&T	MAINT/SERVICE CONTRACTS	1/25/2021	9697JAN2021 99.95
31900	3010	XEROX CORPORATION	MAINT/SERVICE CONTRACTS	2/1/2021	12474755 80.61
31900	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/10/2021	2001 DEC2020 335.36
31900	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/10/2021	2002 DEC2020 42.72
31900	5102	BB&T	HEATING SERVICES	1/25/2021	9697JAN2021 534.29
31900	5102	WASHINGTON GAS	HEATING SERVICES	1/27/2021	6332JAN21 250.29
31900	5103	TOWN OF MIDDLETOWN	WATER AND SEWER	1/6/2021	100066401 83.26
31900	5203	COMCAST	TELEPHONE	1/26/2021	9894FEB2021 314.39
31900	5203	VERIZON	TELEPHONE	1/10/2021	9870982767 194.56
31900	5401	BB&T	OFFICE SUPPLIES	1/25/2021	9697JAN2021 4.21
31900	5405	BB&T	JANITORIAL SUPPLIES	1/25/2021	9697JAN2021 9.48
31900	5405	AMAZON CAPITAL SERVICES	JANITORIAL SUPPLIES	1/26/2021	1XV9NLK6KPNVW 134.84
31900	5406	HOLTZMAN OIL CORP.	MOTOR FUEL AND LUBE	2/3/2021	12308JAN2021 45.47
31900	5408	WARREN CO. PUBLIC SCHOOLS	VEHICLE/POWER EQUIPMENT SUPPLIES	1/21/2021	29113 21.67
31900	5409	BB&T	POLICE SUPPLIES	1/25/2021	9697JAN2021 9.10
31900	5409	AMAZON CAPITAL SERVICES	POLICE SUPPLIES	1/26/2021	1XV9NLK6KPNVW 21.24
31900	5409	OFFICE DEPOT	POLICE SUPPLIES	1/31/2021	17289190 8.76
31900	5410	NORTON EMBROIDERY, INC.	UNIFORM AND WEARING APPAREL	1/6/2021	22385 2,682.57
31900	5410	NORTON EMBROIDERY, INC.	UNIFORM AND WEARING APPAREL	2/3/2021	22399 1,867.72
31900	5410	SHENANDOAH AWARDS & APPAREL	UNIFORM AND WEARING APPAREL	1/29/2021	1047 1,416.54
31900	5410	SHENANDOAH AWARDS & APPAREL	UNIFORM AND WEARING APPAREL	1/4/2021	17420 1,952.27
31900	5410	KELLEY, THOMAS	UNIFORM AND WEARING APPAREL	1/4/2021	UNIFORM REIMB 75.00
31900	5410	ROY, JAMES	UNIFORM AND WEARING APPAREL	1/21/2021	UNIFORM REIMB 52.50
31900	5413	BB&T	OTHER OPERATING EXPENSES	1/25/2021	9697JAN2021 354.70
31900	5414	AMAZON CAPITAL SERVICES	ADMIN EQUIPMENT	1/30/2021	1KXTMGXQRMDY 299.00
31900	5414	AMAZON CAPITAL SERVICES	ADMIN EQUIPMENT	1/30/2021	11NDCNMVVFHG 41.04
31900	5414	AMAZON CAPITAL SERVICES	ADMIN EQUIPMENT	1/16/2021	11T79VVL7XQ1 486.89
31900	5503	XEROX CORPORATION	LEASE/RENTAL OF EQUIPMENT	2/1/2021	12474755 175.68
31900	5504	BB&T	SUBSISTENCE AND LODGING	1/25/2021	9697JAN2021 11.46
				Total	11,953.07
ECONOMIC DEVELOPMENT AUTHORITY					
81050	3001	GREEHAN, TAVES & PANDAK, PLLC	PROFESSIONAL FEES-LEGAL	12/22/2020	127707 (15,734.50)
81050	3001	GREEHAN, TAVES & PANDAK, PLLC	PROFESSIONAL FEES-LEGAL	12/22/2020	127707 15,734.50
81050	3001	GREEHAN, TAVES & PANDAK, PLLC	PROFESSIONAL FEES-LEGAL	12/22/2020	127707 1/21 1,676.50
81050	3001	TIMBERLAKE, SMITH, THOMAS & MOSES PC	PROFESSIONAL FEES-LEGAL	11/10/2020	31760M 1/21 17,866.00
81050	3007	KELLY, BRIAN J.	ADVERTISING	1/11/2021	2225 750.00
81050	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	1/13/2021	129388001 1/21 41.14
81050	5101	RAPPAHANNOCK ELECTRIC	ELECTRIC	12/24/2020	129388003 1/21 915.02
81050	5101	TOWN OF FRONT ROYAL - EDA	ELECTRIC	1/7/2021	265251 1/21 329.04

81050	5101	TOWN OF FRONT ROYAL - EDA	ELECTRIC	1/7/2021	265300 1/21	443.32
81050	5101	TOWN OF FRONT ROYAL - EDA	ELECTRIC	1/7/2021	265302 1/21	78.75
81050	5101	TOWN OF FRONT ROYAL - EDA	ELECTRIC	1/7/2021	265303 1/21	1,124.36
81050	5101	TOWN OF FRONT ROYAL - EDA	ELECTRIC	1/7/2021	265304 1/21	140.37
81050	5103	TOWN OF FRONT ROYAL - EDA	WATER AND SEWER	12/31/2020	178439 1/21	534.91
81050	5103	TOWN OF FRONT ROYAL - EDA	WATER AND SEWER	1/7/2021	265300 1/21	425.62
81050	5203	COMCAST-#962128912	PHONE/INTERNET	1/1/2021	114717604 1/21	196.47
81050	5203	COMCAST-EDA	PHONE/INTERNET	12/10/2020	4407 1/21	182.97
81050	5203	COMCAST-EDA	PHONE/INTERNET	1/10/2021	4407 1/21 B	188.02
81050	5205	QUEEN CONSULTING & TECHNOLOGIES, INC	TECH. CORE OPERATIONS SUPPORT	10/3/2020	10103	614.89
81050	5205	QUEEN CONSULTING & TECHNOLOGIES, INC	TECH. CORE OPERATIONS SUPPORT	12/2/2020	9979	614.89
81050	5205	SHOTTON DESIGN, LLC	TECH. CORE OPERATIONS SUPPORT	1/1/2021	1947	30.00
81050	5302	CINCINNATI INSURANCE CO.	PROPERTY/LIABILITY INSURANCE	12/8/2020	1000521991 1/21	1,501.00
81050	5407	AIRE SERV	MAINTENANCE	12/23/2020	72969602	697.98
81050	5800	UNITED BANK	INTEREST EXPENSE	1/15/2021	91006 1/21	8,113.25
81050	5800	UNITED BANK	INTEREST EXPENSE	1/15/2021	91008 1/21	2,256.93
81050	5800	THE FIRST BANK & TRUST CO.	INTEREST EXPENSE	1/15/2021	2180010283 1/21	22,971.61
81050	5800	THE FIRST BANK & TRUST CO.	INTEREST EXPENSE	1/11/2021	61 2151580	34,873.50
81050	5800	FIRST BANK	INTEREST EXPENSE	12/30/2020	48682 1/21	8,354.25
81050	5801	PITNEY BOWES	DUES AND SUBSCRIPTIONS	12/14/2020	3312627275	32.00
81050	8001	XEROX CORPORATION	COPIER LEASE	12/1/2020	1195647	166.32
					Total	105,119.11

Total \$ 266,562.78

AP375H
 2/10/2021
 FUND # - 094 **ECONOMI C DEVELOPMENT AUTHORITY**

WARREN COUNTY BOARD OF SU
 LISTING OF I NVOI CES FOR 2/16/2021 -- 2/17/2021

BEFORE CHECKS
 PAGE 1

MAJOR# ACCT# 000020	VENDOR NUMBER	VENDOR NAME	I NV#	DESCRI PTI ON	AMOUNT
2345	500008	N/P - 1ST BK & TRUST-#215 THE FIRST BANK & TRUST COM	62 2151580		
				ACCOUNT TOTAL	14,961.72
				MAJOR TOTAL	14,961.72 *
				FUND TOTAL	14,961.72

AP375H
2/10/2021
FUND # - 001

WARREN COUNTY BOARD OF SU
LISTING OF INVOICES FOR 2/16/2021 -- 2/17/2021

BEFORE CHECKS
PAGE 2

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
011010	**	BOARD OF SUPERVISORS **			
3002		PROFESSIONAL SERVICES			
	3177	MAXIMUS INC	05		2,500.00
	5890	LITTEN & SIPE L.L.P.	15834		18,344.22
	5890	LITTEN & SIPE L.L.P.	15835		556.14
	5890	LITTEN & SIPE L.L.P.	16152		11,662.46
	5890	LITTEN & SIPE L.L.P.	16154		12,609.34
	6302	SWAGIT PRODUCTIONS, LLC	16971		1,345.00
				ACCOUNT TOTAL	47,017.16 *
3007		ADVERTISING			
	200	NORTHERN VIRGINIA DAILY	S00218 2/21		416.71
				ACCOUNT TOTAL	416.71 *
3015		EDALITIGATION-SANDS ANDERSON PC			
	20211	SANDS ANDERSON PC	457980		113,124.75
				ACCOUNT TOTAL	113,124.75 *
5899		UNCLASSIFIED			
	3274	COMMONWEALTH OF VA	A1914 2/21		165.00
				ACCOUNT TOTAL	165.00 *
6002		EMPLOYEE TESTING			
	9615	VALLEY HEALTH	600413127009500		100.00
	757978	VALLEY HEALTH EMPLOYER HEA	97662		20.00
	757978	VALLEY HEALTH EMPLOYER HEA	98328		20.00
				ACCOUNT TOTAL	140.00 *
				MAJOR TOTAL	160,863.62 **
012020	**	COUNTY ADMINISTRATION **			
5201		POSTAGE			
	2221	UNITED PARCEL SERVICE	14472F510		23.97
				ACCOUNT TOTAL	23.97 *
5203		TELEPHONE			
	2681	SAFFELLE, JODI R	0026202102		45.00
	9089	HAYES, SHELLEY	0090202102 002		45.00
				ACCOUNT TOTAL	90.00 *
5204		MOBILE RADIO			
	188	LINDEN SMR ASSOCIATES	0001202102		10.00
				ACCOUNT TOTAL	10.00 *
5401		OFFICE SUPPLIES			
	552	PICCADILLY PRINTING CO.	104753		87.00
	552	PICCADILLY PRINTING CO.	104868		184.00
	20055	QUILL	12887973		38.97
	20055	QUILL	13299754		67.98
	20055	QUILL	13302684		6.49
				ACCOUNT TOTAL	384.44 *
5408		OPERATION OF MOTOR VEHICLE			
	5739	MANSFIELD OIL COMPANY	658702		39.99
	5739	MANSFIELD OIL COMPANY	661994		79.30
				ACCOUNT TOTAL	119.29 *

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8001		EQUIPMENT RENTAL			422.31
	6203	U. S. BANK EQUIPMENT FINANC	431373216		357.34
	6203	U. S. BANK EQUIPMENT FINANC	433810744		779.65 *
				ACCOUNT TOTAL	1,407.35 **
012040		** COUNTY ATTORNEY **			
3150		FILING AND SERVICE FEES			175.00
	6193	RAY WACHTER - LEGAL BEAGLE	17360		175.00 *
				ACCOUNT TOTAL	
5203		TELEPHONE			45.00
	5879	JORDAN, CAITLIN	0058202102 002		45.00 *
				ACCOUNT TOTAL	
5411		BOOKS AND SUBSCRIPTIONS			310.00
	2098	THOMSON REUTERS - WEST	0020202102	ACCT# 1003461562	310.00 *
				ACCOUNT TOTAL	530.00 **
012090		** COMMISSIONER OF REVENUE **			
3018		OUTSOURCE PRINTING			796.46
	20904	BMS DIRECT, INC.	148071		617.00
	20904	BMS DIRECT, INC.	148072		312.67
	20904	BMS DIRECT, INC.	148073		1,726.13 *
				ACCOUNT TOTAL	
5203		TELEPHONE			45.00
	2195	LAKE, VIVIAN	0021202102		45.00
	3800	SOURS, SHERRY T.	0038202102		45.00
	3851	FULLER, LINDA	0038202102		135.00 *
				ACCOUNT TOTAL	
5401		OFFICE SUPPLIES			25.99
	8777	OFFICE DEPOT	147410630001		29.38
	8777	OFFICE DEPOT	147413580001		102.99
	8777	OFFICE DEPOT	148812607001		427.05
	20061	QUILL	13304581		5.49
	20061	QUILL	13316792		177.99
	20061	QUILL	13340845		147.98
	20061	QUILL	13774211		205.99
	20061	QUILL	13774221		31.96
	20061	QUILL	13797540		1,154.82 *
				ACCOUNT TOTAL	
7002		FURNITURE AND FIXTURES			100.00
	105	TOWN OF FRONT ROYAL	PERMIT C. O. R.		100.00 *
				ACCOUNT TOTAL	
8001		LEASE EQUIPMENT			160.48
	6203	U. S. BANK EQUIPMENT FINANC	431372838		112.23
	6203	U. S. BANK EQUIPMENT FINANC	433810298		272.71 *
				ACCOUNT TOTAL	3,388.66 **
				MAJOR TOTAL	

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012130	**	TREASURER **			
5203	7601	TELEPHONE SPIKER, JAMIE	0076202102	002	45.00
				ACCOUNT TOTAL	45.00 *
5401	486	OFFICE SUPPLIES CHECKWRITER COMPANY	11334		445.50
	552	PICCADILLY PRINTING CO.	104827		219.96
	20062	QUILL	13640135		561.14
	20062	QUILL	13657700		11.94
				ACCOUNT TOTAL	1,238.54 *
8001	6203	RENTAL OF EQUIPMENT U. S. BANK EQUIPMENT FINANC	431372838		160.47
	6203	U. S. BANK EQUIPMENT FINANC	433810298		112.23
				ACCOUNT TOTAL	272.70 *
				MAJOR TOTAL	1,556.24 **
012150	**	FINANCE AND PURCHASING **			
5401	552	OFFICE SUPPLIES PICCADILLY PRINTING CO.	104753		87.00
	7001	RR DONNELLEY	333769902		729.00
	8549	MILLER'S SUPPLIES	1129353		71.87
	20063	QUILL	13817925		254.85
	20063	QUILL	13995685		87.96
	20063	QUILL	13996935		21.99
				ACCOUNT TOTAL	1,252.67 *
				MAJOR TOTAL	1,252.67 **
013000	**	ELECTIONS **			
5201	2302	POSTAGE TOBIN, CAROL L.	REIMB 2/21		7.75
	6309	PURCHASE POWER	2321 2/21		1,267.72
				ACCOUNT TOTAL	1,275.47 *
5407	2110	MAINTENANCE & REPAIRS LOWE'S	0857 2/21		151.05
				ACCOUNT TOTAL	151.05 *
5504	2302	TRAVEL TOBIN, CAROL L.	MI LEAGE 2/21		24.64
	2302	TOBIN, CAROL L.	REIMB 2/21		41.50
				ACCOUNT TOTAL	66.14 *
5801	239	DUES AND MEMBERSHIPS VRV	# 187 2/21		200.00
				ACCOUNT TOTAL	200.00 *
				MAJOR TOTAL	1,692.66 **
021010	**	CIRCUIT COURT **			
5411	855	BOOKS & SUBSCRIPTIONS MATTHEW BENDER & CO., INC	2203725X		335.31
				ACCOUNT TOTAL	335.31 *
				MAJOR TOTAL	335.31 **

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021020	**	GENERAL DISTRICT COURT **			
3002		COURT APPOINTED ATTORNEY			
	5765	WALLER DEFENSE PLLC	C20 4050		120.00
	5765	WALLER DEFENSE PLLC	T20 5172		120.00
	5799	LAW OFFICE OF CHARLES BUTL	C20 789		128.90
	6602	JOHN BRIGHAM	T20 1551		120.00
	6602	JOHN BRIGHAM	T20 2808		90.00
	8667	POND LAW GROUP PC	C20 2755		120.00
	9567	J. CURFMAN LAW PLLC	C20 4256		151.30
	9567	J. CURFMAN LAW PLLC	GC20 3873		127.52
	9567	J. CURFMAN LAW PLLC	GC20 4006		136.70
				ACCOUNT TOTAL	1,114.42 *
5401		OFFICE SUPPLIES			
	6501	SECURE SHRED, LLC	23072		69.00
	8549	MILLER'S SUPPLIES	1123715		658.77
	8549	MILLER'S SUPPLIES	1125728		87.32
	8549	MILLER'S SUPPLIES	1126852		104.90
	8549	MILLER'S SUPPLIES	1127561		45.67
	8549	MILLER'S SUPPLIES	1129530		219.59
	9138	W.B. MASON CO. INC.	217372213		249.98
	9218	CRYSTAL SPRINGS	20078875 012321		91.60
				ACCOUNT TOTAL	1,526.83 *
8001		RENTAL OF EQUIPMENT			
	3787	XEROX CORPORATION	012400674		63.40
	3787	XEROX CORPORATION	012400675		35.60
	8846	PITNEY BOWES	3312639294		146.34
				ACCOUNT TOTAL	245.34 *
				MAJOR TOTAL	2,886.59 **
021030	**	MAGISTRATES **			
3004		REPAIR AND MAINTENANCE EQ			
	5058	RICOH USA INC.	0050202102		128.78
				ACCOUNT TOTAL	128.78 *
5401		OFFICE SUPPLIES			
	1673	THE SUPPLY ROOM CO., INC.	4215936 0		59.99
				ACCOUNT TOTAL	59.99 *
				MAJOR TOTAL	188.77 **
021050	**	JUVENILE AND DOMESTIC COURT **			
5401		OFFICE SUPPLIES			
	8549	MILLER'S SUPPLIES	1130340		180.42
	9218	CRYSTAL SPRINGS	20082360 012321		83.72
				ACCOUNT TOTAL	264.14 *
5411		BOOKS AND SUBSCRIPTIONS			
	4139	VA. COUNCIL OF J & D	#26 FUNK		50.00
				ACCOUNT TOTAL	50.00 *

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8001	2804	EQUIPMENT RENTAL DE LAGE LANDEN	0028202102	25337125	571.20 ACCOUNT TOTAL 571.20 * MAJOR TOTAL 885.34 **
021060	** CLERK OF CIRCUIT COURT **				
3002	482	AUDITING TREASURER OF VIRGINIA	20999		2,849.93 ACCOUNT TOTAL 2,849.93 *
3005	861	SERVICE CONTRACTS TREASURER OF VIRGINIA	21 187C RMS 2	1/21 - 6/21	10,477.07 ACCOUNT TOTAL 10,477.07 *
5401	5772	OFFICE SUPPLIES MOORE, ANGELA	REIMB 2/21 D 20732804 010921		156.62 47.73 371.00 653.68 24.99 ACCOUNT TOTAL 1,254.02 *
5897	5772	COVID-19 EXPENSES MOORE, ANGELA	REIMB 2/21 E		13.67 ACCOUNT TOTAL 13.67 *
5899	5772	MISCELLANEOUS MOORE, ANGELA	REIMB 2/21 REIMB 2/21 C		69.99 147.40 ACCOUNT TOTAL 217.39 *
7001	5772	MACHINERY AND EQUIPMENT MOORE, ANGELA	REIMB 2/21 B		21.01 ACCOUNT TOTAL 21.01 *
8001	110	RENTAL OF COPIER KONICA MINOLTA PREMIER FIN	71169135 012400673		353.08 57.29 ACCOUNT TOTAL 410.37 * MAJOR TOTAL 15,243.46 **
021080	** LAW LIBRARY **				
5411	1054	BOOKS AND SUBSCRIPTIONS RELX INC. - DBA LEXISNEXIS	0010202102	422L8P4L9	765.00 ACCOUNT TOTAL 765.00 * MAJOR TOTAL 765.00 **
022010	** COMMONWEALTH'S ATTORNEY **				
5401	286	OFFICE SUPPLIES COMMERCIAL PRESS, INC.	132689 011975658		108.50 157.27 3787 XEROX CORPORATION 3787 XEROX CORPORATION 012228196 157.27

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	20145	QUI LL	13326276		9.91
	20145	QUI LL	13340763		574.38
	20145	QUI LL	13756416		57.99
				ACCOUNT TOTAL	1,065.32 *
5411	9271	BOOKS AND SUBScriPTIONS BLUE 360 MEDIA	200911 SF 03658		550.10
				ACCOUNT TOTAL	550.10 *
5804	8549	VICTIM WITNESS EXPENSES MILLER'S SUPPLIES	1124592		214.26
				ACCOUNT TOTAL	214.26 *
				MAJOR TOTAL	1,829.68 **
031020		** SHERIFF'S DEPARTMENT **			
3004	263	REPAIR AND MAINTENANCE EQ RAMSEY HARDWARE	407098		14.80
	7575	APV	A2220		25.06
				ACCOUNT TOTAL	39.86 *
3008	2732	LAUNDRY AND CLOTHING ALLO NU LOOK 1HR CLEANERS	1290		188.80
				ACCOUNT TOTAL	188.80 *
3010	4092	EQUIPMENT SERVICE CONTRAC EMEDIA WEB SERVICES, INC.	2020 867		75.00
				ACCOUNT TOTAL	75.00 *
5201	2297	POSTAGE POSTAL BUSINESS CENTER	15483 2/21		117.47
				ACCOUNT TOTAL	117.47 *
5401	50	OFFICE SUPPLIES QUI LL	13681902		78.90
				ACCOUNT TOTAL	78.90 *
5408	263	OPERATION OF MOTOR VEHICLE RAMSEY HARDWARE	407527		13.22
	707	MOTOROLA, INC.	603722		293.01
	4370	COMSONICS	924017		201.96
	4370	COMSONICS	926570		13.00
	5305	WARREN CO. PUBLIC SCHOOLS	28906		27.08
	5305	WARREN CO. PUBLIC SCHOOLS	28909		487.06
	5305	WARREN CO. PUBLIC SCHOOLS	28910		579.09
	5305	WARREN CO. PUBLIC SCHOOLS	28911		32.50
	5305	WARREN CO. PUBLIC SCHOOLS	28913		23.66
	5305	WARREN CO. PUBLIC SCHOOLS	28914		16.00
	5305	WARREN CO. PUBLIC SCHOOLS	28920		271.98
	5305	WARREN CO. PUBLIC SCHOOLS	28921		381.14
	5305	WARREN CO. PUBLIC SCHOOLS	28922		32.50
	5305	WARREN CO. PUBLIC SCHOOLS	28923		331.74
	5305	WARREN CO. PUBLIC SCHOOLS	28925		367.28
	5305	WARREN CO. PUBLIC SCHOOLS	28932		42.60
	5305	WARREN CO. PUBLIC SCHOOLS	28950		480.41
	5305	WARREN CO. PUBLIC SCHOOLS	28967		146.95

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
	5305	WARREN CO. PUBLIC SCHOOLS	28968		221.73
	5305	WARREN CO. PUBLIC SCHOOLS	28970		323.96
	5305	WARREN CO. PUBLIC SCHOOLS	28974		412.90
	5305	WARREN CO. PUBLIC SCHOOLS	28990		340.27
	5305	WARREN CO. PUBLIC SCHOOLS	28991		44.76
	5305	WARREN CO. PUBLIC SCHOOLS	28994		30.94
	5305	WARREN CO. PUBLIC SCHOOLS	28997		152.31
	5305	WARREN CO. PUBLIC SCHOOLS	29011		167.67
	5305	WARREN CO. PUBLIC SCHOOLS	29017		26.83
	5305	WARREN CO. PUBLIC SCHOOLS	29049		70.42
	5305	WARREN CO. PUBLIC SCHOOLS	29057		143.37
	5305	WARREN CO. PUBLIC SCHOOLS	29064		151.67
	5305	WARREN CO. PUBLIC SCHOOLS	29072		238.72
	5305	WARREN CO. PUBLIC SCHOOLS	29073		875.16
	5305	WARREN CO. PUBLIC SCHOOLS	29074		221.80
	5305	WARREN CO. PUBLIC SCHOOLS	29075		200.42
	5305	WARREN CO. PUBLIC SCHOOLS	29076		166.55
	5305	WARREN CO. PUBLIC SCHOOLS	29078		186.24
	5305	WARREN CO. PUBLIC SCHOOLS	29079		146.25
	5305	WARREN CO. PUBLIC SCHOOLS	29097		37.92
	5305	WARREN CO. PUBLIC SCHOOLS	29098		121.95
	5305	WARREN CO. PUBLIC SCHOOLS	29100		165.87
	5305	WARREN CO. PUBLIC SCHOOLS	29102		32.50
	5305	WARREN CO. PUBLIC SCHOOLS	29103		32.50
	5305	WARREN CO. PUBLIC SCHOOLS	29104		300.34
	5305	WARREN CO. PUBLIC SCHOOLS	29105		618.13
	5305	WARREN CO. PUBLIC SCHOOLS	29109		1,213.25
	5305	WARREN CO. PUBLIC SCHOOLS	29110		536.21
	5305	WARREN CO. PUBLIC SCHOOLS	29112		700.56
	5305	WARREN CO. PUBLIC SCHOOLS	29114		146.25
	5305	WARREN CO. PUBLIC SCHOOLS	29115		286.25
	5305	WARREN CO. PUBLIC SCHOOLS	29117		54.17
	5305	WARREN CO. PUBLIC SCHOOLS	29130		691.14
	5305	WARREN CO. PUBLIC SCHOOLS	29131		160.23
	5305	WARREN CO. PUBLIC SCHOOLS	29154		48.75
	5305	WARREN CO. PUBLIC SCHOOLS	29156		463.39
	5305	WARREN CO. PUBLIC SCHOOLS	29158		513.05
	5674	FRONT ROYAL FORD LLC	76748		265.96
	5869	MANSFIELD OIL COMAPNY	658422		4,445.78
	5869	MANSFIELD OIL COMAPNY	661711		5,301.09
	8099	MIDWAY TOW NG	028644		165.00
	8099	MIDWAY TOW NG	028755		172.00
	9618	GLASS AMERICA	4265721		302.83
				ACCOUNT TOTAL	24,638.27 *
5409		POLICE SUPPLIES AND AMMUN			
	7605	GALLS, LLC	017237365		72.40
	7605	GALLS, LLC	017300905		72.40
				ACCOUNT TOTAL	144.80 *
5410		WEARING APPAREL			
	2675	SIGNET MARKETING	52681		713.50
				ACCOUNT TOTAL	713.50 *

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5411	855	BOOKS AND SUBSCRIPTIONS MATTHEW BENDER & CO., INC	23664509		40.44
				ACCOUNT TOTAL	40.44 *
5420		K-9 EXPENSE			311.18
	243	W.C. VETERINARY CLINIC	675043		63.97
	9143	JOHN DEERE FINANCIAL	215093		29.26
	9143	JOHN DEERE FINANCIAL	834540		
				ACCOUNT TOTAL	404.41 *
5504		TRAVEL AND TRAINING			900.00
	9264	SKYLINE REGIONAL CRIMINAL	2020108		533.25
	9264	SKYLINE REGIONAL CRIMINAL	2020117		
				ACCOUNT TOTAL	1,433.25 *
5899		UNCLASSIFIED			149.00
	5016	TRUE SHRED	119998		223.90
	5130	BERKELEY CLUB BEVERAGES	17 43592		100.00
	6278	TRANSUNION RISK & ALTERNAT	202101 1		750.00
	20395	MADDOX FUNERAL HOME, INC	A2007202		
				ACCOUNT TOTAL	1,222.90 *
7005		MOTOR VEHICLES			240.00
	5305	WARREN CO. PUBLIC SCHOOLS	28936		7,430.75
	5305	WARREN CO. PUBLIC SCHOOLS	28937		1,587.55
	5305	WARREN CO. PUBLIC SCHOOLS	29157		
				ACCOUNT TOTAL	9,258.30 *
7007		COMPUTER EQUIPMENT			1,700.00
	2459	SYNTAX COMMUNICATIONS	200109 01		
				ACCOUNT TOTAL	1,700.00 *
7009		POLICE EQUIPMENT			3,910.00
	7605	GALLS, LLC	017282575		
				ACCOUNT TOTAL	3,910.00 *
8001		RENTAL OF EQUIPMENT			195.97
	3787	XEROX CORPORATION	012228185		236.26
	3787	XEROX CORPORATION	012228187		192.86
	3787	XEROX CORPORATION	012228188		194.12
	3787	XEROX CORPORATION	012228189		
				ACCOUNT TOTAL	819.21 *
				MAJOR TOTAL	44,785.11 **
031040	**	E-911 SYSTEM **			
5203		TELEPHONE			45.00
	5250	WOODALL, ASHLEY	0052202102 002		
				ACCOUNT TOTAL	45.00 *
7007		COMPUTER EQUIPMENT			1,930.00
	2459	SYNTAX COMMUNICATIONS	210007 01		
				ACCOUNT TOTAL	1,930.00 *
7008		COMMUNICATIONS SOFTWARE			2,195.11
	5755	EPLUS TECHNOLOGY, INC	2412195		
				ACCOUNT TOTAL	2,195.11 *
8001		EQUIPMENT RENTAL			209.98
	3787	XEROX CORPORATION	012228186		209.98 *
				ACCOUNT TOTAL	209.98 *
				MAJOR TOTAL	4,380.09 **

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032000	** VOLUNTEER FIRE AND RESCUE **				
5627	4388	FIRE & RESCUE- CONTINGENCY ATLANTIC EMERGENCY SOLUT.	25462		2,121.67
				ACCOUNT TOTAL	2,121.67 *
5629	105	FIRE PROGRAMS FUND TOWN OF FRONT ROYAL	166125 2/21		19.84
	1560	NATIONAL FIRE PROTECTION A	7884795		216.05
	5616	BEST EXTERMINATING SERVICE	19721		45.00
	6155	WINCHESTERPC.COM	116447		130.00
				ACCOUNT TOTAL	410.89 *
5631	4388	SCBA PROGRAM ATLANTIC EMERGENCY SOLUT.	10908		2,087.84
				ACCOUNT TOTAL	2,087.84 *
				MAJOR TOTAL	4,620.40 **
033000	** COURT SERVICES **				
5405	263	LAUNDRY AND JANITORIAL SU RAMSEY HARDWARE	407650		19.78
				ACCOUNT TOTAL	19.78 *
				MAJOR TOTAL	19.78 **
033030	** PROBATION **				
5301	2103	PROBATION EXPENDITURES FAMILY PRESERVATION SERV.	0111202112645		356.00
	6254	3RD MILLENNIUM CLASSROOMS	WARCSU 0920		120.00
	6254	3RD MILLENNIUM CLASSROOMS	WARCSU 1120		120.00
	9623	MCCOMAS, KATHERINE	REIMB 2/21		59.76
	20324	QUILL	9018493		229.99
				ACCOUNT TOTAL	885.75 *
				MAJOR TOTAL	885.75 **
034010	** BUILDING INSPECTIONS **				
3002	7504	COMPUTER PROGRAM MODIFICA TYLER TECHNOLOGIES, INC	025 320750		6,996.00
				ACCOUNT TOTAL	6,996.00 *
5205	5558	CELLULAR PHONE BEAHM, DAVID	0055202102 002		45.00
	9524	ROBINSON, MARK	0095202102 002		45.00
				ACCOUNT TOTAL	90.00 *
5408	5305	OPERATION OF MOTOR VEHICLE WARREN CO. PUBLIC SCHOOLS	28935		12.38
	5305	WARREN CO. PUBLIC SCHOOLS	28971		348.02
	5305	WARREN CO. PUBLIC SCHOOLS	28989		1,177.22
	5741	MANSFIELD OIL COMPANY	652386		258.59
	5741	MANSFIELD OIL COMPANY	655082		72.85

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
	5741	MANSFIELD OIL COMPANY	658633		194.50
	5741	MANSFIELD OIL COMPANY	661917		181.65
				ACCOUNT TOTAL	2,245.21 *
5505		STATE TRAINING			1,341.94
	765	TREASURER OF VIRGINIA	2ND 2/21		1,341.94 *
				ACCOUNT TOTAL	1,341.94 *
5801		DUES AND MEMBERSHIPS			35.00
	7930	W CED OF VA	ALMARODE 2/21		35.00 *
				ACCOUNT TOTAL	35.00 *
5805		MIDDLE DEPARTMENT INSPECT			5,522.00
	5135	MIDDLE DEPT. INSPECTION	PERMITS 2/21		5,522.00 *
				ACCOUNT TOTAL	5,522.00 *
				MAJOR TOTAL	16,230.15 **
035010	**	ANIMAL CONTROL	**		
3001		VET SERVICES			121.50
	243	W.C. VETERINARY CLINIC	673081		810.53
	243	W.C. VETERINARY CLINIC	673277		102.87
	243	W.C. VETERINARY CLINIC	673545		115.00
	243	W.C. VETERINARY CLINIC	674279		423.24
	243	W.C. VETERINARY CLINIC	674801		197.00
	243	W.C. VETERINARY CLINIC	674916		45.00
	9619	RGR FARM	9619 2/21		1,815.14 *
				ACCOUNT TOTAL	1,815.14 *
5604		BOARD OF DOGS			26,656.75
	177	HUMANE SOCIETY OF W.C.	0001202102		26,656.75 *
				ACCOUNT TOTAL	26,656.75 *
5802		CLAIMS			50.00
	6114	MITCHELL, MICHAEL LEE	COYOTE 2/21		100.00
	6555	BOYD, DOUGLAS M.	COYOTE 2/21		100.00
	9620	POE TYLER, SCOTT	COYOTE 2/21		250.00 *
				ACCOUNT TOTAL	250.00 *
				MAJOR TOTAL	28,721.89 **
035050	**	FIRE AND RESCUE DEPARTMENT	**		
5203		TELEPHONE			45.00
	1630	MABIE, RICHARD E.	0016202102		45.00
	3827	CATLETT, KEVIN	0038202102		45.00
	3828	CROSS, RAYMOND	0038202102		45.00
	8587	SIRNA, MICKEY	0085202102 002		45.00
	9048	MAITICO, GERRY R.	0090202102 002		45.00
				ACCOUNT TOTAL	225.00 *
5401		OFFICE SUPPLIES			411.52
	9122	TIAA COMMERCIAL FINANCE	0091202102 002	41387720	144.97
	20060	QUILL	13241808		262.95
	20060	QUILL	13304007		27.99
	20060	QUILL	13390685		

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MAJOR# ACCT#	VENDOR NUMBER NAME	INV#	DESCRIPTION	AMOUNT
	20060 QUI LL	13527152		9.99
	20060 QUI LL	13527216		12.99
	20060 QUI LL	13540726		207.39
	20060 QUI LL	13620281		6.79
	20060 QUI LL	13681679		27.98
	20060 QUI LL	13900345		226.92
	20060 QUI LL	13953503		47.98
	20060 QUI LL	14001784		83.98
	20060 QUI LL	14073937		34.99
			ACCOUNT TOTAL	1,506.44 *
5408	OPERATION OF MOTOR VEHICLE			
	263 RAMSEY HARDWARE	405651		32.08
	707 MOTOROLA, INC.	603967		245.00
	883 MARLOW MOTOR COMPANY, INC	529932		99.00
	3822 AZ COMMERCIAL	2009293036		50.44
	3822 AZ COMMERCIAL	2009293148		57.55
	7071 KEPLINGER REPAIR SERVICE INC	25792		4,164.53
	7071 KEPLINGER REPAIR SERVICE INC	25800		1,430.51
	7071 KEPLINGER REPAIR SERVICE INC	25824		872.76
			ACCOUNT TOTAL	6,951.87 *
5410	PROTECTIVE CLOTHING/UNIFORM			
	3295 WALKIN'S SHOE CENTER, INC.	47466 2/21		191.99
	3295 WALKIN'S SHOE CENTER, INC.	47466 2/21 B		524.99
	8548 MES DEPOSITORY ACCOUNT	1537619		224.45
	8548 MES DEPOSITORY ACCOUNT	1537621		351.67
	8548 MES DEPOSITORY ACCOUNT	1540528		248.80
	8548 MES DEPOSITORY ACCOUNT	1543511		14.86
	8548 MES DEPOSITORY ACCOUNT	1545181		88.60
	610000 MARYLAND FIRE EQUIP. CORP	303275		1,438.60
	610000 MARYLAND FIRE EQUIP. CORP	303413		107.76
	610000 MARYLAND FIRE EQUIP. CORP	303667		346.82
			ACCOUNT TOTAL	3,538.54 *
5411	BOOKS AND SUBSCRIPTIONS			
	169 WARREN SENTINEL, THE	475 FIRE 2/21		25.00
			ACCOUNT TOTAL	25.00 *
5626	EMS FUND			
	5858 BOUND TREE MEDICAL LLC	83904643		565.80
	5858 BOUND TREE MEDICAL LLC	83911841		88.99
	5858 BOUND TREE MEDICAL LLC	83913639		233.82
	5858 BOUND TREE MEDICAL LLC	83918527		99.58
	5858 BOUND TREE MEDICAL LLC	83918528		12.50
	5858 BOUND TREE MEDICAL LLC	83920661		115.48
	5858 BOUND TREE MEDICAL LLC	83928489		243.84
	6585 STRYKER FLEX FINANCIAL	197822		5,615.81
	8595 STRYKER SALES CORP.	3257350		496.65
	20564 ROBERTS OXYGEN CO., INC.	16115		158.73
	20564 ROBERTS OXYGEN CO., INC.	584835		220.66
	20564 ROBERTS OXYGEN CO., INC.	609155		131.27
			ACCOUNT TOTAL	7,983.13 *

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5629	552	FIRE PREVENTION & PUBLIC PICCADILLY PRINTING CO.	102917		291.99
				ACCOUNT TOTAL	291.99 *
5801	8606	DUES AND MEMBERSHIPS VA CHAPTER - IAAI	MAITICO 2/21		35.00
				ACCOUNT TOTAL	35.00 *
5897	8549	COVID-19 EXPENSES MILLER'S SUPPLIES	1119445		1,079.00
	20060	QUILL	13425684		131.98
	20060	QUILL	13428531		1,287.30
				ACCOUNT TOTAL	2,498.28 *
5899	552	UNCLASSIFIED PICCADILLY PRINTING CO.	104831		54.50
	5130	BERKELEY CLUB BEVERAGES	17 43586		47.85
	5130	BERKELEY CLUB BEVERAGES	17 43630		37.75
	5130	BERKELEY CLUB BEVERAGES	17 43661		13.90
	6267	DONAHOE'S WHIMSICAL FLOWER	052192		90.98
	7513	AHOLD FINANCIAL SERVICES	28355		35.82
	7513	AHOLD FINANCIAL SERVICES	28364		30.97
	8793	W.C. FIRE & RESCUE	REIMB 2/21		400.00
				ACCOUNT TOTAL	711.77 *
				MAJOR TOTAL	23,767.02 **
041010	**PUBLIC WORKS/ SANITARY DISTRICTS**				
5203		TELEPHONE			
	4919	BERRY, MIKE	0049202102		45.00
	9267	JONES, TRAVIS	0092202102 002		45.00
	9611	COFFELT, MICHAEL	0096202102 002		45.00
				ACCOUNT TOTAL	135.00 *
5401		OFFICE SUPPLIES			
	20055	QUILL	13012890		544.99
	20055	QUILL	13055582		293.94
	20055	QUILL	13299565		29.94
	20055	QUILL	13303056		52.94
	20055	QUILL	13361531		27.18
				ACCOUNT TOTAL	948.99 *
5408		EQUIPMENT MAINTENANCE/ OPE			
	188	LINDEN SMR ASSOCIATES	0001202102		160.00
	1666	NAPA AUTO PARTS	782651		7.28
	1666	NAPA AUTO PARTS	782670		56.96
	1666	NAPA AUTO PARTS	782871		55.47
	1666	NAPA AUTO PARTS	784180		43.39
	5305	WARREN CO. PUBLIC SCHOOLS	29116		1,697.54
	5305	WARREN CO. PUBLIC SCHOOLS	29151		159.39
	5305	WARREN CO. PUBLIC SCHOOLS	29160		679.92
	9196	JOHN DEERE FINANCIAL	8945		75.36
	9269	JAMES RIVER EQUIPMENT	38654		189.98
				ACCOUNT TOTAL	3,125.29 *

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5451		FUEL			
	2125	H. N. FUNKHOUSER & CO.	87441 2/21		322.62
	5789	MANSFIELD OIL COMPANY	658590		121.30
				ACCOUNT TOTAL	443.92 *
5899		RESERVE FOR CONTINGENCIES			
	552	PICCADILLY PRINTING CO.	104753		87.00
				ACCOUNT TOTAL	87.00 *
7001		MACHINERY AND EQUIPMENT			
	3952	WNCHESTER EQUIPMENT CO.	05969		221.98
				ACCOUNT TOTAL	221.98 *
				MAJOR TOTAL	4,962.18 **
042030		** REFUSE COLLECTION **			
3005		COMPACTOR OPERATION CONTR			
	8556	SHREE MAHALAKSHMI LLC	0085202102 002		250.00
				ACCOUNT TOTAL	250.00 *
3011		REFUSE COMPACTOR SERVICE			
	898	REPUBLIC SERVICES #976	4606257 2/21		17,574.33
				ACCOUNT TOTAL	17,574.33 *
3012		RECYCLING EXPENSES			
	898	REPUBLIC SERVICES #976	4606257 2/21		25,054.93
	7957	RIDGERUNNER CONTAINER SER	107199		491.60
	7957	RIDGERUNNER CONTAINER SER	107247		349.60
	7957	RIDGERUNNER CONTAINER SER	107266		299.60
				ACCOUNT TOTAL	26,195.73 *
5408		OPERATION OF MOTOR VEHICLE			
	2125	H. N. FUNKHOUSER & CO.	87428 2/21		53.25
	5305	WARREN CO. PUBLIC SCHOOLS	29159		166.56
	5781	MANSFIELD OIL COMPANY	658466		54.59
				ACCOUNT TOTAL	274.40 *
5410		UNIFORMS			
	3243	CINTAS CORPORATION	4066165725		69.24
	3243	CINTAS CORPORATION	4067469778		69.24
	3243	CINTAS CORPORATION	4068094907		69.24
	3243	CINTAS CORPORATION	4072049570		69.24
	3243	CINTAS CORPORATION	4072720766		69.24
	3243	CINTAS CORPORATION	4073393090		69.24
	3243	CINTAS CORPORATION	4074126219		69.24
				ACCOUNT TOTAL	484.68 *
5899		UNCLASSIFIED AND SITE IMP			
	263	RAMSEY HARDWARE	405495		10.00
	263	RAMSEY HARDWARE	406513		4.54
	263	RAMSEY HARDWARE	407236		19.95
	263	RAMSEY HARDWARE	407669		332.82
	2110	LOWE'S	2986 2/21		114.48
	2315	SOUTHERN STATES OF F.R.	1230437		54.95
	5140	BLUETARP CREDIT SERVICES	46942218		95.95
	9237	JOHNNY BLUE, INC. - #4391	204545		79.00

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	9237 JOHNNY BLUE, INC. - #4391	204546		79.00
	9237 JOHNNY BLUE, INC. - #4391	204547		79.00
			ACCOUNT TOTAL	869.69 *
8003	RENTAL OF SITES			
	8556 SHREE MAHALAKSHMI LLC	0085202102 002		250.00
			ACCOUNT TOTAL	250.00 *
			MAJOR TOTAL	45,898.83 **
042035	** REFUSE COLLECTION/ TRANS. STA. **			
3011	REFUSE COMPACTOR SERVICE			
	898 REPUBLIC SERVICES #976	4606257 2/21		4,154.96
			ACCOUNT TOTAL	4,154.96 *
3012	RECYCLING EXPENSES			
	898 REPUBLIC SERVICES #976	4606257 2/21		2,192.27
	6152 VALICOR ENVIRONMENTAL SERV	110139		320.00
	7957 RIDGERUNNER CONTAINER SER	105792		328.40
	7957 RIDGERUNNER CONTAINER SER	108699		275.60
	20238 BATTLE CREEK LANDFILL	556 2/21		934.50
			ACCOUNT TOTAL	4,050.77 *
5408	OPERATION OF MOTOR VEHICLE			
	2125 H. N. FUNKHOUSER & CO.	87438 2/21		36.31
	5797 MANSFIELD OIL COMPANY	658528		40.86
	5797 MANSFIELD OIL COMPANY	661813		104.03
	8657 SHADE EQUIPMENT CO.	279231		119.90
			ACCOUNT TOTAL	301.10 *
			MAJOR TOTAL	8,506.83 **
042040	** REFUSE DISPOSAL **			
3002	ENGINEERING SERVICES			
	400 LABELLA ASSOCIATES	133692		26,186.79
			ACCOUNT TOTAL	26,186.79 *
3013	HAULING AND DISPOSAL			
	898 REPUBLIC SERVICES #976	4720991 2/21		53,134.62
	20238 BATTLE CREEK LANDFILL	570 2/21		99,699.90
			ACCOUNT TOTAL	152,834.52 *
3014	WASTE WATER DISPOSAL			
	5132 FIRST CHOICE SEPTIC	11712		900.00
			ACCOUNT TOTAL	900.00 *
3016	TIRE DISPOSAL			
	20100 TREASURER, FREDERICK CO.	2853 1		268.80
	20100 TREASURER, FREDERICK CO.	2853 2		304.00
			ACCOUNT TOTAL	572.80 *
3017	STUMP GRINDING			
	5269 A & L GRINDING AND	2223		13,600.00
			ACCOUNT TOTAL	13,600.00 *
5203	TELEPHONE			
	4812 LENTZ, JAMES	0048202102		45.00
			ACCOUNT TOTAL	45.00 *

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5401		OFFICE SUPPLIES			
	20055	QUILL	13208792		103.88
	20055	QUILL	13231477		30.55
	20055	QUILL	13595452		82.46
	20055	QUILL	13675079		149.95
	20055	QUILL	13683035		28.99
	20055	QUILL	13812993		8.29
	20055	QUILL	13818786		30.97
				ACCOUNT TOTAL	435.09 *
5409		NSVRCSW FEES			
	3016	NSVRC	1940 2021		3,345.57
				ACCOUNT TOTAL	3,345.57 *
5415		OPERATION OF MACHINERY			
	2125	H. N. FUNKHOUSER & CO.	87437 2/21		931.43
	3952	WINCHESTER EQUIPMENT CO.	05664		87.32
	9269	JAMES RIVER EQUIPMENT	39622		1,686.98
	10115	DONALD B. RICE TIRE CO.	6099406		6,456.40
				ACCOUNT TOTAL	9,162.13 *
5897		COVID-19 EXPENSES			
	20055	QUILL	13818786		51.96
				ACCOUNT TOTAL	51.96 *
5899		UNCLASSIFIED			
	263	RAMSEY HARDWARE	407208		24.00
	1724	SHARE CORP.	155322		376.04
	2110	LOWE'S	1036 2/21		186.32
	2110	LOWE'S	1946 2/21		504.80
	9120	APPLE VALLEY SCALE CO.	85821		325.50
	9120	APPLE VALLEY SCALE CO.	86034		3,915.60
	9218	CRYSTAL SPRINGS	16375631 012621		294.57
				ACCOUNT TOTAL	5,626.83 *
7001		MACHINERY AND EQUIPMENT			
	5784	DEERE CREDIT, INC	0057202102 002		3,762.34
				ACCOUNT TOTAL	3,762.34 *
				MAJOR TOTAL	216,523.03 **
043000	**	MAINTENANCE OF BLDG. & GRNDS.	**		
5101		ELECTRIC SERVICE			
	105	TOWN OF FRONT ROYAL	179112 2/21		7,464.50
	105	TOWN OF FRONT ROYAL	334000 2/21		79.21
	105	TOWN OF FRONT ROYAL	548000 2/21		416.16
	105	TOWN OF FRONT ROYAL	549000 2/21		31.24
	105	TOWN OF FRONT ROYAL	560100 2/21		23.81
	105	TOWN OF FRONT ROYAL	561000 2/21		217.90
	105	TOWN OF FRONT ROYAL	562000 2/21		206.84
	105	TOWN OF FRONT ROYAL	563000 2/21		198.81
	105	TOWN OF FRONT ROYAL	565000 2/21		208.14
	105	TOWN OF FRONT ROYAL	581001 2/21		2,798.23
	105	TOWN OF FRONT ROYAL	724000 2/21		26.66

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	105	TOWN OF FRONT ROYAL	725000 2/21		8.50
	105	TOWN OF FRONT ROYAL	726000 2/21		8.50
	105	TOWN OF FRONT ROYAL	727000 2/21		9.69
	105	TOWN OF FRONT ROYAL	735000 2/21		711.34
	105	TOWN OF FRONT ROYAL	736000 2/21		3,086.42
	105	TOWN OF FRONT ROYAL	740000 2/21		226.72
				ACCOUNT TOTAL	15,722.67 *
5102		FUEL			153.62
	4737	QUARLES ENERGY SERVICES	584311		2,047.19
	4737	QUARLES ENERGY SERVICES	589262		1,165.15
	4737	QUARLES ENERGY SERVICES	598258		1,833.22
	4737	QUARLES ENERGY SERVICES	605550		2,307.93
	4737	QUARLES ENERGY SERVICES	610260		187.52
	4737	QUARLES ENERGY SERVICES	610568		1,711.52
	4738	QUARLES ENERGY SERVICES	578931		2,166.13
	4738	QUARLES ENERGY SERVICES	602493		1,319.16
	4739	QUARLES ENERGY SERVICES	586127		3,679.37
	4739	QUARLES ENERGY SERVICES	602321		16,570.81 *
5103		WATER SEWER GARBAGE			1,380.96
	105	TOWN OF FRONT ROYAL	179111 2/21		61.03
	105	TOWN OF FRONT ROYAL	334000 2/21		75.50
	105	TOWN OF FRONT ROYAL	548000 2/21		26.66
	105	TOWN OF FRONT ROYAL	559000 2/21		72.48
	105	TOWN OF FRONT ROYAL	560000 2/21		14.10
	105	TOWN OF FRONT ROYAL	560100 2/21		40.76
	105	TOWN OF FRONT ROYAL	565000 2/21		577.49
	105	TOWN OF FRONT ROYAL	581001 2/21		63.32
	105	TOWN OF FRONT ROYAL	583000 2/21		26.66
	105	TOWN OF FRONT ROYAL	724000 2/21		461.29
	105	TOWN OF FRONT ROYAL	735000 2/21		81.97
	105	TOWN OF FRONT ROYAL	735100 2/21		9.92
	105	TOWN OF FRONT ROYAL	735111 2/21		287.30
	105	TOWN OF FRONT ROYAL	736000 2/21		161.29
	105	TOWN OF FRONT ROYAL	740000 2/21		171.57
	898	REPUBLIC SERVICES #976	510790 0020363		175.00
	898	REPUBLIC SERVICES #976	511058 0022098		171.57
	898	REPUBLIC SERVICES #976	512745 0020363		175.00
	898	REPUBLIC SERVICES #976	513009 0022098		4,033.87 *
5203		TELEPHONE			45.00
	4321	ROSSER, BRANDY	0043202102		45.00
	5379	KERNS, JAMES W	0053202102 002		30.00
	8013	HAYES, JEFFREY	0080202102 002		45.00
	8803	SHACKELFORD, DONNA	0088202102 002		165.00 *
5401		OFFICE SUPPLIES			65.42
	20055	QUILL	13056061		65.42 *

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MAJOR# ACCT# 5405	VENDOR NUMBER	VENDOR NAME SUPPLIES	INV#	DESCRIPTION	AMOUNT
	263	RAMSEY HARDWARE	407180		5.39
	263	RAMSEY HARDWARE	407362		12.59
	2110	LOWE'S	1053 2/21		33.22
	2110	LOWE'S	1915 2/21		9.46
	2110	LOWE'S	2216 2/21		63.62
	2110	LOWE'S	3782 2/21		44.02
	8549	MILLER'S SUPPLIES	1125437		96.76
				ACCOUNT TOTAL	265.06 *
5407		REPAIRS AND MAINTENANCE			
	263	RAMSEY HARDWARE	404601		21.58
	263	RAMSEY HARDWARE	404924		24.70
	263	RAMSEY HARDWARE	405063		12.59
	263	RAMSEY HARDWARE	405310		10.40
	263	RAMSEY HARDWARE	405365		50.36
	263	RAMSEY HARDWARE	405989		5.02
	263	RAMSEY HARDWARE	406062		7.64
	263	RAMSEY HARDWARE	407105		46.39
	263	RAMSEY HARDWARE	407189		50.36
	263	RAMSEY HARDWARE	407193		26.99
	263	RAMSEY HARDWARE	407195		109.48
	263	RAMSEY HARDWARE	407211		25.19
	263	RAMSEY HARDWARE	407212		45.19
	263	RAMSEY HARDWARE	407221		20.05
	263	RAMSEY HARDWARE	407333		14.83
	263	RAMSEY HARDWARE	407471		7.19
	263	RAMSEY HARDWARE	407479		14.38
	263	RAMSEY HARDWARE	407520		9.89
	263	RAMSEY HARDWARE	407606		26.23
	263	RAMSEY HARDWARE	407615		9.89
	548	SHERWIN-WILLIAMS	6917 7		50.97
	958	BEST EXTERMINATING SERV.	52126		15.00
	958	BEST EXTERMINATING SERV.	52129		25.00
	958	BEST EXTERMINATING SERV.	52135		15.00
	958	BEST EXTERMINATING SERV.	52136		10.00
	958	BEST EXTERMINATING SERV.	52137		15.00
	958	BEST EXTERMINATING SERV.	52138		10.00
	958	BEST EXTERMINATING SERV.	52146		32.00
	958	BEST EXTERMINATING SERV.	52159		10.00
	1632	VALLEY PROTEINS, INC.	3064736		200.00
	2110	LOWE'S	1220 2/21		4.07
	2110	LOWE'S	1376 2/21		59.66
	2110	LOWE'S	1425 2/21		97.81
	2110	LOWE'S	1658 2/21		79.75
	2110	LOWE'S	1662 2/21		43.13
	2110	LOWE'S	1697 2/21		359.10
	2110	LOWE'S	1734 2/21		43.13
	2110	LOWE'S	1881 2/21		27.54
	2110	LOWE'S	1916 2/21		105.64

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
	2110	LOWE'S	1988 2/21		18.07
	2110	LOWE'S	2488 2/21		29.80
	2110	LOWE'S	3863 2/21		125.29
	2568	UNI FIRST CORPORATION	1343783		159.56
	2568	UNI FIRST CORPORATION	1345001		166.29
	2568	UNI FIRST CORPORATION	1346205		153.72
	2568	UNI FIRST CORPORATION	1347411		153.72
	2896	GREENWAY ENGINEERING	37715		320.00
	2959	NATIONAL ELEVATOR	0415349		91.30
	3278	DODSON PEST CONTROL	0032202102	923503	35.00
	4200	NORTHEASTERN SUPPLY INC.	2840100		37.74
	4200	NORTHEASTERN SUPPLY INC.	2913777		19.11
	4979	NORVAC LOCK TECHNOLOGY	129231		114.95
	4979	NORVAC LOCK TECHNOLOGY	129241		37.50
	5129	BRI LL, CLIFF - MC DESIGNS	430051		1,340.00
	5129	BRI LL, CLIFF - MC DESIGNS	5129 2/21		3,490.00
	5156	UNI FIRST CORP.	1341397		276.06
	5156	UNI FIRST CORP.	1343840		280.26
	5156	UNI FIRST CORP.	1346263		276.06
	6136	SHALLOW CREEK ELECTRICAL S	4471		2,488.45
	6183	BEST EXTERMI NATING SERV.	51685		35.00
	6233	UNI FIRST CORP.	1344018		63.61
	6233	UNI FIRST CORP.	13646441		62.66
	7575	APV	204700		130.86
	7575	APV	213200		25.91
	7575	APV	9831000		38.75
	8022	REXEL	1294742209002		312.00
	8022	REXEL	129689628001		101.93
	8022	REXEL	129689628002		242.69
	9244	BEST EXTERMI NATING SERV.	51824		65.00
	9244	BEST EXTERMI NATING SERV.	52143		65.00
	9244	BEST EXTERMI NATING SERV.	52160		29.00
	9248	ACME TECHNICAL GROUP LLC	19220		330.00
	20445	UNI FIRST CORPORATION	1341340		197.59
	20445	UNI FIRST CORPORATION	1343784		200.59
	20445	UNI FIRST CORPORATION	1346206		197.59
				ACCOUNT TOTAL	13,452.21 *
5408		OPERATION OF MOTOR VEHICLE			
	5305	WARREN CO. PUBLIC SCHOOLS	29106		197.48
	5305	WARREN CO. PUBLIC SCHOOLS	29107		360.21
	5517	MANSFIELD OIL COMPANY	658598		221.70
				ACCOUNT TOTAL	779.39 *
5897		COVID-19 EXPENSES			
	7016	SELECT SPECIALTY PRODUCTS	52490		2,126.00
	8549	MILLER'S SUPPLIES	1124202		1,034.99
	8549	MILLER'S SUPPLIES	1126332		42.00
	8549	MILLER'S SUPPLIES	1127486		537.68
	8549	MILLER'S SUPPLIES	1128232		510.00
				ACCOUNT TOTAL	4,250.67 *

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5899	2908	UNCLASSIFIED CARROT-TOP INDUSTRIES INC	47527200		961.27
				ACCOUNT TOTAL	961.27 *
7012	9033	ROOF REPLACEMENT YOUTH CE UNITED ROOFING CONTRACTOR	10072001		440.00
	9033	UNITED ROOFING CONTRACTOR	1042101		1,140.00
				ACCOUNT TOTAL	1,580.00 *
7014	3174	FIRE PROTECTION JOHNSON CONTROLS FIRE	21734577		718.99
	3174	JOHNSON CONTROLS FIRE	22065446		3,450.00
	3174	JOHNSON CONTROLS FIRE	22065449		1,784.00
	3174	JOHNSON CONTROLS FIRE	87385543		902.90
	3174	JOHNSON CONTROLS FIRE	87385835		656.00
	3174	JOHNSON CONTROLS FIRE	87404564		1,346.30
	3174	JOHNSON CONTROLS FIRE	87454739		873.60
				ACCOUNT TOTAL	9,731.79 *
				MAJOR TOTAL	67,578.16 **
052000	**	MENTAL HEALTH AND DISABILITY **			
5602	2618	NORTHWESTERN COMMUNITY SE NORTHWESTERN COMMUNITY	2ND 2/21		83,596.50
				ACCOUNT TOTAL	83,596.50 *
				MAJOR TOTAL	83,596.50 **
053500	**	CHILDREN'S SERVICES ACT **			
5301	2368	CHILDREN'S SERVICES ACT GRAFTON SCHOOL, INC.	20201211175		4,721.75
	2368	GRAFTON SCHOOL, INC.	2020124567925		4,786.75
	2368	GRAFTON SCHOOL, INC.	2020126737		6,540.00
	2379	CHILDREN'S SERVICES OF VA	48553		3,255.00
	2379	CHILDREN'S SERVICES OF VA	48566		2,325.00
	2486	W.C. DEPT. OF SOCIAL SERV	2021 17		934.00
	2601	INTERCEPT YOUTH SERVICES,	116125 012101		4,049.22
	2601	INTERCEPT YOUTH SERVICES,	116502 012101		5,961.22
	2618	NORTHWESTERN COMMUNITY	106		6,650.00
	2702	UNITED METHODIST FAMILY	103748 1		88.18
	2702	UNITED METHODIST FAMILY	103889 1		3,479.04
	2702	UNITED METHODIST FAMILY	103930 1		3,044.16
	2702	UNITED METHODIST FAMILY	104086 1		3,908.81
	2702	UNITED METHODIST FAMILY	104086 2		4,580.82
	2702	UNITED METHODIST FAMILY	104086 3		264.53
	2702	UNITED METHODIST FAMILY	104086 4		4,580.82
	2702	UNITED METHODIST FAMILY	104086 5		146.96
	2702	UNITED METHODIST FAMILY	104086 6		4,580.82
	2702	UNITED METHODIST FAMILY	104086 7		5,447.48
	2702	UNITED METHODIST FAMILY	104086 8		5,447.48
	2702	UNITED METHODIST FAMILY	104086 9		3,908.81

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	3194	VA. HOME FOR BOYS & GIRLS	7431		98.55
	3194	VA. HOME FOR BOYS & GIRLS	7432		126.06
	5704	DEPAUL COMMUNITY RESOURCE	0283170		6,359.00
	6257	CHILDREN'S HOME SOCIETY	8		3,925.00
	7823	FIRST HOME CARE	7401 012101		3,472.00
	7823	FIRST HOME CARE	7401 122001		3,472.00
	7823	FIRST HOME CARE	9239 012101		3,472.00
	7823	FIRST HOME CARE	9239 122001		3,472.00
	9607	IMPACT LIVING SERVICES	11747 012101		6,150.00
				ACCOUNT TOTAL	109,247.46 *
5899		UNCLASSIFIED			45.00
	6615	AMANKRAH, JESSICA	0066202102	002	45.00 *
				ACCOUNT TOTAL	45.00 *
				MAJOR TOTAL	109,292.46 **
071010		** PARKS & REC. ADMINISTRATION **			
3005		MAINTENANCE SERVICE CONTR			271.84
	3787	XEROX CORPORATION	012228195		396.07
	3787	XEROX CORPORATION	012228197		327.00
	7599	SESAC	10470570		994.91 *
				ACCOUNT TOTAL	994.91 *
3007		ADVERTISING			99.00
	200	NORTHERN VIRGINIA DAILY	S01228 2/21		31.50
	20380	WARREN CO. REPORT	15176		130.50 *
				ACCOUNT TOTAL	130.50 *
5203		TELEPHONE			290.00
	188	LINDEN SMR ASSOCIATES	0001202102		45.00
	2677	LENZ, DANIEL P	0026202102		45.00
	2712	RICHARDSON, ROBIN A	0027202102		45.00
	5041	WALKER, TIFFANY	0050202102		45.00
	9518	WALKER, RACHAEL E.	0095202102	002	30.00
	20908	MUNSON, ALAN	0209202102	002	500.00 *
				ACCOUNT TOTAL	500.00 *
5401		OFFICE SUPPLIES			21.84-
	20056	QUILL	1241209		102.67
	20056	QUILL	13487840		67.99
	20056	QUILL	13720901		228.56
	20056	QUILL	13729371		38.85
	20056	QUILL	13935917		242.41
	20056	QUILL	13953994		41.16
	20056	QUILL	13970784		699.80 *
				ACCOUNT TOTAL	699.80 *
5403		BEVERAGES			37.80
	2110	LOWE'S	9271 2/21		27.93
	9218	CRYSTAL SPRINGS	16379177	012621	65.73 *
				ACCOUNT TOTAL	65.73 *
5897		COVID-19 EXPENSES			148.16
	20056	QUILL	13487840		148.16 *
				ACCOUNT TOTAL	148.16 *
				MAJOR TOTAL	2,539.10 **

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071020	** PARKS & REC.	REC. PROGRAM **			
5448	20037	SPECIAL EVENTS SCHENCK FOODS CO., INC.	6759284		286.12
				ACCOUNT TOTAL	286.12 *
5450	5127	FRGC CART RENTAL DLL FINANCE LLC.	0051202102	101-0418904-000	1,669.95
				ACCOUNT TOTAL	1,669.95 *
				MAJOR TOTAL	1,956.07 **
071030	** PARKS & REC.	MAINTENANCE **			
3005		SERVICE CONTRACTS & CLEAN			586.76
	898	REPUBLIC SERVICES #976	511505 481490		467.41
	898	REPUBLIC SERVICES #976	512255 4771580		591.63
	898	REPUBLIC SERVICES #976	513453 4814901		463.30
	5127	DLL FINANCE LLC.	0051202102 002	101-0447511-000	2,109.10 *
				ACCOUNT TOTAL	
3023		SAFETY PROGRAM			7.63
	263	RAMSEY HARDWARE	407361		120.00
	743	STOKES GENERAL STORE	JB 2/21		120.00
	743	STOKES GENERAL STORE	JB 2/21 B		120.00
	743	STOKES GENERAL STORE	MB 2/21		120.00
	743	STOKES GENERAL STORE	MD 2/21		120.00
	743	STOKES GENERAL STORE	RM 2/21		14.79
	9196	JOHN DEERE FINANCIAL	518466		622.42 *
				ACCOUNT TOTAL	
5101		ELECTRIC SERVICE			25.98
	105	TOWN OF FRONT ROYAL	127101 2/21		70.59
	105	TOWN OF FRONT ROYAL	127102 2/21		20.00
	105	TOWN OF FRONT ROYAL	127104 2/21		26.66
	105	TOWN OF FRONT ROYAL	127105 2/21		11.86
	105	TOWN OF FRONT ROYAL	127106 2/21		2,050.99
	105	TOWN OF FRONT ROYAL	153000 2/21		197.56
	105	TOWN OF FRONT ROYAL	270101 2/21		26.66
	105	TOWN OF FRONT ROYAL	595050 2/21		724.73
	105	TOWN OF FRONT ROYAL	595075 2/21		20.14
	105	TOWN OF FRONT ROYAL	595077 2/21		554.74
	105	TOWN OF FRONT ROYAL	595101 2/21		19.13
	105	TOWN OF FRONT ROYAL	612050 2/21		29.92
	105	TOWN OF FRONT ROYAL	613100 2/21		81.97
	105	TOWN OF FRONT ROYAL	613101 2/21		75.12
	105	TOWN OF FRONT ROYAL	687200 2/21		26.66
	105	TOWN OF FRONT ROYAL	687205 2/21		9.92
	105	TOWN OF FRONT ROYAL	687210 2/21		20.00
	105	TOWN OF FRONT ROYAL	707000 2/21		8.50
	105	TOWN OF FRONT ROYAL	707100 2/21		102.77
	105	TOWN OF FRONT ROYAL	709110 2/21		32.06
	105	TOWN OF FRONT ROYAL	711000 2/21		

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	105	TOWN OF FRONT ROYAL	733006 2/21		594.68
	105	TOWN OF FRONT ROYAL	758100 2/21		81.97
	105	TOWN OF FRONT ROYAL	773100 2/21		812.56
	105	TOWN OF FRONT ROYAL	773101 2/21		20.00
	105	TOWN OF FRONT ROYAL	773102 2/21		65.23
	105	TOWN OF FRONT ROYAL	773102A 2/21		65.23
	105	TOWN OF FRONT ROYAL	773103 2/21		557.39
	105	TOWN OF FRONT ROYAL	773104 2/21		2,499.10
	105	TOWN OF FRONT ROYAL	773106 2/21		8.50
	105	TOWN OF FRONT ROYAL	773109 2/21		21.22
	105	TOWN OF FRONT ROYAL	773110 2/21		20.27
	105	TOWN OF FRONT ROYAL	773111 2/21		20.00
	105	TOWN OF FRONT ROYAL	773112 2/21		20.00
	105	TOWN OF FRONT ROYAL	773114 2/21		20.00
	105	TOWN OF FRONT ROYAL	773115 2/21		195.95
	105	TOWN OF FRONT ROYAL	773116 2/21		26.66
	105	TOWN OF FRONT ROYAL	773117 2/21		20.00
	105	TOWN OF FRONT ROYAL	773118 2/21		20.00
	105	TOWN OF FRONT ROYAL	773119 2/21		222.65
	105	TOWN OF FRONT ROYAL	773120 2/21		61.76
	105	TOWN OF FRONT ROYAL	773121 2/21		20.00
	105	TOWN OF FRONT ROYAL	773122 2/21		112.48
	105	TOWN OF FRONT ROYAL	773123 2/21		20.00
	105	TOWN OF FRONT ROYAL	773125 2/21		20.00
	105	TOWN OF FRONT ROYAL	773126 2/21		8.93
	105	TOWN OF FRONT ROYAL	773129 2/21		81.97
	105	TOWN OF FRONT ROYAL	773130 2/21		20.00
	105	TOWN OF FRONT ROYAL	773131 2/21		9.04
				ACCOUNT TOTAL	9,781.55 *
5402		AUTO MAINTENANCE			
	5305	WARREN CO. PUBLIC SCHOOLS	28904		140.98
	5305	WARREN CO. PUBLIC SCHOOLS	28908		998.70
	5305	WARREN CO. PUBLIC SCHOOLS	28912		381.89
	5305	WARREN CO. PUBLIC SCHOOLS	28924		177.28
	5305	WARREN CO. PUBLIC SCHOOLS	28934		21.67
	5305	WARREN CO. PUBLIC SCHOOLS	28939		583.26
	5305	WARREN CO. PUBLIC SCHOOLS	28972		103.67
	5305	WARREN CO. PUBLIC SCHOOLS	28996		68.99
	5305	WARREN CO. PUBLIC SCHOOLS	29077		1,128.00
	5305	WARREN CO. PUBLIC SCHOOLS	29099		502.49
	5305	WARREN CO. PUBLIC SCHOOLS	29155		87.57
				ACCOUNT TOTAL	4,194.50 *
5406		CHEMICALS			
	2110	LOWE'S	0751 2/21		53.14
	2110	LOWE'S	9015 2/21		59.79
	2110	LOWE'S	9271 2/21		79.72
	2110	LOWE'S	9298 2/21		53.14
	5246	CULLIGAN OF FRONT ROYAL	19491		1,247.40
	5246	CULLIGAN OF FRONT ROYAL	19899		623.70
				ACCOUNT TOTAL	2,116.89 *

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5407		REPAIRS AND MAINTENANCE			
	263	RAMSEY HARDWARE	407183		35.99
	263	RAMSEY HARDWARE	407206		3.42
	263	RAMSEY HARDWARE	407219		4.49
	263	RAMSEY HARDWARE	407312		26.08
	263	RAMSEY HARDWARE	407323		1.33
	263	RAMSEY HARDWARE	407383		1.55
	263	RAMSEY HARDWARE	407473		13.97
	263	RAMSEY HARDWARE	407475		6.74
	263	RAMSEY HARDWARE	407499		9.86
	263	RAMSEY HARDWARE	407586		19.08
	263	RAMSEY HARDWARE	407660		40.71
	412	D & P RENTALS	85752		75.00
	412	D & P RENTALS	85779		115.00
	412	D & P RENTALS	85801		75.00
	1666	NAPA AUTO PARTS	782423		34.78
	1666	NAPA AUTO PARTS	782832		36.39
	1666	NAPA AUTO PARTS	782852		19.08
	1666	NAPA AUTO PARTS	782853		6.36
	1666	NAPA AUTO PARTS	783120		26.04
	1666	NAPA AUTO PARTS	783220		21.20
	1666	NAPA AUTO PARTS	784440		62.20
	2110	LOWE'S	1387 2/21		.46
	2110	LOWE'S	1743 2/21		72.28
	2110	LOWE'S	1784 2/21		119.64
	2110	LOWE'S	1980 2/21		33.15
	2110	LOWE'S	2870 2/21		46.29
	2110	LOWE'S	3909 2/21		4.77
	2740	WOODSTOCK EQUIPMENT CO.	02183		1,266.42
	3952	WNCHESTER EQUIPMENT CO.	04807		33.56
	3952	WNCHESTER EQUIPMENT CO.	04808		1,222.82
	3952	WNCHESTER EQUIPMENT CO.	05665		35.55
	5248	VALLEY EQUIPMENT CO.	50873		89.91
	7093	SOUTHERN STATES OF F.R.	1228270		81.97
	7093	SOUTHERN STATES OF F.R.	1229401		229.94
	7093	SOUTHERN STATES OF F.R.	1230432		889.00
	9196	JOHN DEERE FINANCIAL	419664		5.16
	9196	JOHN DEERE FINANCIAL	430081		31.90
	9196	JOHN DEERE FINANCIAL	454611		33.98
	9196	JOHN DEERE FINANCIAL	817355		29.99
	9621	AMERICAN SWING PRODUCTS, I	70801		384.60
				ACCOUNT TOTAL	5,207.50 *
5408		OPERATION OF MOTOR VEHICLE			
	4737	QUARLES ENERGY SERVICES	589365		38.25
	4737	QUARLES ENERGY SERVICES	589368		124.14
	4737	QUARLES ENERGY SERVICES	610147		34.40
	5853	MANSFIELD OIL COMPANY	658435		548.09
	5853	MANSFIELD OIL COMPANY	661726		823.51
				ACCOUNT TOTAL	1,568.39 *

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5409		MULCH			
	6066	JK ENTERPRISE LANDSCAPE SU	467801		1,754.35
	6066	JK ENTERPRISE LANDSCAPE SU	467802		1,754.35
	6066	JK ENTERPRISE LANDSCAPE SU	468383		1,754.35
				ACCOUNT TOTAL	5,263.05 *
5410		UNIFORMS & WEARING APPARE			
	2675	SIGNET MARKETING	53380		567.09
	9196	JOHN DEERE FINANCIAL	454633		46.98
				ACCOUNT TOTAL	614.07 *
5413		OPERATING SUPPLIES			
	6329	WALMART	YC 2/21		300.00
				ACCOUNT TOTAL	300.00 *
5420		SMALL TOOLS			
	263	RAMSEY HARDWARE	407540		26.98
	1666	NAPA AUTO PARTS	782525		12.17
	2110	LOWE'S	0822 2/21		14.24
	2110	LOWE'S	1199 2/21		39.57
	2110	LOWE'S	1802 2/21		79.74
	2110	LOWE'S	1903 2/21		82.53
	2110	LOWE'S	2313 2/21		63.60
				ACCOUNT TOTAL	318.83 *
7001		MACHINERY AND EQUIPMENT			
	2110	LOWE'S	8367 2/21		644.10
				ACCOUNT TOTAL	644.10 *
				MAJOR TOTAL	32,740.40 **
081010	**	PLANNING AND ZONING ADMIN.			
3007		ADVERTISING			
	200	NORTHERN VIRGINIA DAILY	S00218 2/21		1,020.15
				ACCOUNT TOTAL	1,020.15 *
5205		CELLULAR PHONE			
	3107	LOGAN, TARYN G.	0031202102		45.00
				ACCOUNT TOTAL	45.00 *
5401		OFFICE SUPPLIES			
	8200	AMERICAN SIGNS & HOME SER	21 0001		13.00
				ACCOUNT TOTAL	13.00 *
5408		OPERATION OF MOTOR VEHICLE			
	5792	MANSFIELD OIL COMPANY	652302		18.59
	5792	MANSFIELD OIL COMPANY	658552		20.53
	5792	MANSFIELD OIL COMPANY	661839		25.17
				ACCOUNT TOTAL	64.29 *
				MAJOR TOTAL	1,142.44 **
083000	**	VPI EXTENSION SERVICE			
1001		COMPENSATION EXTENSION AG			
	9041	BURSAR'S OFFICE	2ND 11980 2/21		7,722.08
				ACCOUNT TOTAL	7,722.08 *

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MAJOR# ACCT# 5413	VENDOR NUMBER	VENDOR NAME SUPPLIES	INV#	DESCRIPTION	AMOUNT
	20074	QUILL	13929321		41.58
	20074	QUILL	13945004		25.77
	20074	QUILL	13955172		163.98
	20074	QUILL	14072687		33.98
				ACCOUNT TOTAL	265.31 *
				MAJOR TOTAL	7,987.39 **
091000	** NON-DEPARTMENTAL **				
2009	1079	UNEMPLOYMENT COMPENSATION VIRGINIA EMPLOYMENT COMM.	0001890158 2/21		1,318.21
				ACCOUNT TOTAL	1,318.21 *
3010		MAINTENANCE - CENTRAL COM			266.00
	906	ROYAL OAK COMPUTERS	29721477		420.00
	4092	EMEDIA WEB SERVICES, INC.	2020 856		357.35
	6203	U.S. BANK EQUIPMENT FINANC	433810744		1,043.35 *
				ACCOUNT TOTAL	422.32
3012	6203	MAINTENANCE CENTRAL COPY U.S. BANK EQUIPMENT FINANC	431373216		422.32 *
				ACCOUNT TOTAL	10,000.00
8004	444	CHESTER GAP VFD COVID-19 CHESTER GAP VFC #9	20 002		10,000.00 *
				ACCOUNT TOTAL	12,783.88 **
092000	** CAPITAL OUTLAY **				
7037	1554	JUVENILE DETENTION FACILITY CITY OF WINCHESTER-	12782 2ND		80,679.00
				ACCOUNT TOTAL	80,679.00 *
7043		NORTH WARREN VFD BUILDING			145.00
	9617	ORACLE ELEVATOR HOLDING, INC.	011335		145.00
	9617	ORACLE ELEVATOR HOLDING, INC.	012326		290.00 *
				ACCOUNT TOTAL	1,181.25
7047	8831	BUILDING IMPROVEMENT FUND FREDERICK ANDREA	8831 2/21		1,181.25 *
				ACCOUNT TOTAL	1,967.76
7058	6044	PURCHASE OF SECOND STREET LILLIAN SEALOCK FOX	0060202102 002	20A8	1,967.76 *
				ACCOUNT TOTAL	1,020.00
7092	8921	BOND SERIES 2020B VPSA U.S. BANK	5938949		1,020.00 *
				ACCOUNT TOTAL	9,853.44
7094	6612	VEHICLES & EQUIPMENT FRONT ROYAL GMC	015849 2/21		9,853.44 *
				ACCOUNT TOTAL	825.00
7103	8921	SECOND MIDDLE SCHOOL U.S. BANK	95975743		825.00 *
				ACCOUNT TOTAL	95,816.45 **
				MAJOR TOTAL	
				FUND TOTAL	1,007,559.26

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MAJOR#
ACCT#

VENDOR
NUMBER

VENDOR
NAME

INV#

DESCRIPTION

AMOUNT

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MAJOR# ACCT# 062050	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
0001	20767	HEALTH CARE EXPENDITURES PROBENEFITS, INC	0207202102 002	1994A	294.00
				ACCOUNT TOTAL	294.00 *
				MAJOR TOTAL	294.00 **
				FUND TOTAL	294.00

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MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
ACCT#					
062050	**	DRUG ASSET FORFEITED FUND **			
0002		WARRANTS ISSUED - COMMONW			
	7641	JUDICIAL DIALOG SYSTEMS	20 1217 1		
ACCOUNT TOTAL					729.30
MAJOR TOTAL					729.30 *
FUND TOTAL					729.30 **

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MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
ACCT# 032050	***LINDEN HEIGHTS SANT. DISTRICT***				
1001	9566	COMPENSATION-MANAGER W.C. PUBLIC WORKS DEPT.	LH28		21.29
				ACCOUNT TOTAL	21.29 *
5445	263	SNOW REMOVAL RAMSEY HARDWARE	407596		62.07
	9566	W.C. PUBLIC WORKS DEPT.	LH28		420.66
				ACCOUNT TOTAL	482.73 *
				MAJOR TOTAL	504.02 **
				FUND TOTAL	504.02

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MAJOR# ACCT# 043050	VENDOR NUMBER ** SHENANDOAH FARMS SAN. DI ST. **	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
1001	9566	COMPENSATION - MANAGER W.C. PUBLIC WORKS DEPT.	SF29	ACCOUNT TOTAL	3,239.01 3,239.01 *
3005	4747	CONTRACT SERVICES DRY RUN COURT MAINTENANCE	2ND 2/21	ACCOUNT TOTAL	2,940.00 2,940.00 *
5203	188 5444	TELEPHONE/INTERNET LINDEN SMR ASSOCIATES LENTZ, TIMOTHY	0001202102 0054202102 002	ACCOUNT TOTAL	50.00 45.00 95.00 *
5408	1666 1666 5305 5305 8657 8657 9269 9269	EQUIPMENT MAINTENANCE/ OPE NAPA AUTO PARTS NAPA AUTO PARTS WARREN CO. PUBLIC SCHOOLS WARREN CO. PUBLIC SCHOOLS SHADE EQUIPMENT CO. SHADE EQUIPMENT CO. JAMES RIVER EQUIPMENT JAMES RIVER EQUIPMENT	483069 784364 29025 29144 277682 280121 09142 09627	ACCOUNT TOTAL	316.93 746.81 1,079.63 373.84 1,541.85 905.95 1,281.68 1,750.39 7,997.08 *
5410	743 743	UNIFORMS/ SAFETY SHOES STOKES GENERAL STORE STOKES GENERAL STORE	MC 2/21 MC 2/21 B	ACCOUNT TOTAL	120.00 118.77 238.77 *
5441	7093 9566	DRAINAGE MAINTENANCE/ REPA SOUTHERN STATES OF F.R. W.C. PUBLIC WORKS DEPT.	1229149 SF29	ACCOUNT TOTAL	35.75 3,756.80 3,792.55 *
5442	9223 9223 9223 9223 9223	MAINTENANCE - STONE LEHIGH HANSON LEHIGH HANSON LEHIGH HANSON LEHIGH HANSON LEHIGH HANSON	3859675 3866090 3867595 3868293 3868294	ACCOUNT TOTAL	2,253.23 395.22 1,320.95 483.56 932.04 5,385.00 *
5443	2110 9566	MAINTENANCE - LABOR LOWE'S W.C. PUBLIC WORKS DEPT.	1676 2/21 SF29	ACCOUNT TOTAL	26.14 2,788.00 2,814.14 *
5445	9566	SNOW REMOVAL W.C. PUBLIC WORKS DEPT.	SF29	ACCOUNT TOTAL	2,733.26 2,733.26 *
5450	2110	PAVEMENT MAINTENANCE AND LOWE'S	2373 2/21	ACCOUNT TOTAL	69.24 69.24 *
5451	4763	FUEL VALLEY ENERGY	5787		805.16

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
	5867	MANSFIELD OIL COMPANY	658706		65.05
				ACCOUNT TOTAL	870.21 *
7057		VML LOAN - INTEREST			217.65
	30004	VML/VACO FINANCE PROGRAM	788742002 2/21		217.65 *
				ACCOUNT TOTAL	217.65 *
				MAJOR TOTAL	30,391.91 **
				FUND TOTAL	30,391.91

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
054050	***LAKE	FRONT ROYAL SANT DI ST***			
1001		COMPENSATION MANAGER			
	9566	W.C. PUBLIC WORKS DEPT.	LFR30		202.36
				ACCOUNT TOTAL	202.36 *
5445		SNOW REMOVAL			
	2110	LOVE'S	1974 2/21		1,097.14
	4997	H B HENRY CONSTRUCTION, LL	1309		2,634.00
	5300	ROCKINGHAM REDI-MIX	630654		1,016.75
	9223	LEHIGH HANSON	3859676		316.81
	9223	LEHIGH HANSON	3860244		384.43
	9223	LEHIGH HANSON	3866499		344.09
	9566	W.C. PUBLIC WORKS DEPT.	LFR30		80.82
				ACCOUNT TOTAL	5,874.04 *
5447		BRUSH CUTTING/TREE REMOVAL			
	8657	SHADE EQUIPMENT CO.	266765		1,100.62
	9259	MCDONALD, TERRY	942870		3,600.00
	9566	W.C. PUBLIC WORKS DEPT.	LFR30		1,027.20
				ACCOUNT TOTAL	5,727.82 *
5450		PAVEMENT MAINTENANCE AND			
	2110	LOVE'S	1065 2/21		15.55
	2110	LOVE'S	1174 2/21		115.40
				ACCOUNT TOTAL	130.95 *
5455		INTERNAL PROJECTS			
	263	RAMSEY HARDWARE	407187		59.17
	263	RAMSEY HARDWARE	407482		9.88
	2110	LOVE'S	1368 2/21		248.13
	2110	LOVE'S	1450 2/21		391.52
	2110	LOVE'S	1842 2/21		49.54
	2110	LOVE'S	1904 2/21		42.84
	2110	LOVE'S	1948 2/21		7.98
	2110	LOVE'S	2216 2/21		95.85
	2110	LOVE'S	2229 2/21		63.90
	2110	LOVE'S	2352 2/21		602.20
	2110	LOVE'S	3816 2/21		13.53
	2110	LOVE'S	630684		245.25
	5300	ROCKINGHAM REDI-MIX	495864		44.19
	9196	JOHN DEERE FINANCIAL	3859675		674.89
	9223	LEHIGH HANSON	LFR30		5,775.14
	9566	W.C. PUBLIC WORKS DEPT.			8,324.01 *
				ACCOUNT TOTAL	20,259.18 **
				MAJOR TOTAL	
				FUND TOTAL	20,259.18

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
056050	***	W LDCAT DRIVE SANT DI ST ***			
1001		COMPENSATION MANAGER			40.47
	9566	W.C. PUBLIC WORKS DEPT.	WD25		40.47 *
				ACCOUNT TOTAL	
5445		SNOW REMOVAL			161.64
	9566	W.C. PUBLIC WORKS DEPT.	WD25		161.64 *
				ACCOUNT TOTAL	
				MAJOR TOTAL	202.11 **
				FUND TOTAL	202.11

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
057050	***	OSPNEY LN SANT DIST ***			
1001	9566	COMPENSATION MANAGER W.C. PUBLIC WORKS DEPT.	OL19		40.47
				ACCOUNT TOTAL	40.47 *
5445	9566	SNOW REMOVAL W.C. PUBLIC WORKS DEPT.	OL19		161.64
				ACCOUNT TOTAL	161.64 *
				MAJOR TOTAL	202.11 **
				FUND TOTAL	202.11

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
081060	**	WARREN COUNTY AIRPORT EXP. **			
1001	6273	COMPENSATION AIRPORT MANA CASS AVIATION	0062202102 002		1,750.00 ACCOUNT TOTAL 1,750.00 *
5102	4789	FUEL QUARLES	602727 603826		172.88 697.52 ACCOUNT TOTAL 870.40 *
5407	263	REPAIRS AND MAINTENANCE RAMSEY HARDWARE	407282		15.97 202.13
	400	LABELLA ASSOCIATES	132188		1,795.79
	400	LABELLA ASSOCIATES	133693		291.00
	746	CRIM S TRAILER SALES INC.	45371		35.00
	1717	CULLIGAN OF FRONT ROYAL	0017202102	569-0009332-2	ACCOUNT TOTAL 2,339.89 *
5898	898	WASTE DISPOSAL REPUBLIC SERVICES #976	511006 0021824		243.78 265.53
	898	REPUBLIC SERVICES #976	512957 0021824		87.55
	9448	JOHNNY BLUE, INC. - 3407	204667		ACCOUNT TOTAL 596.86 *
					MAJOR TOTAL 5,557.15 **
					FUND TOTAL 5,557.15

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
035060	** COST	RECOVERY **			
3003		ADMINISTRATIVE FEES			8,600.00
	4338	IMAGE TREND INC.	125744		2,510.29
	8594	EMS MANAGEMENT &	041564		
				ACCOUNT TOTAL	11,110.29 *
5408		OPERATION OF MOTOR VEHICLE			250.00
	1482	THARPE'S GARAGE & TOWING,	0400		642.65
	5473	A SIGN PLACE	7936		533.57
	5674	FRONT ROYAL FORD LLC	77174		1,853.82
	5868	MANSFIELD OIL COMPANY	658595		2,024.10
	5868	MANSFIELD OIL COMPANY	661881		2,107.42
	7071	KEPLINGER REPAIR SERVICE INC	25776		
				ACCOUNT TOTAL	7,411.56 *
7005		MOTOR VEHICLES			48,195.19
	6542	COMMUNITY FIRST NATIONAL	80926 2/21		48,195.19 *
				MAJOR TOTAL	66,717.04 **
				FUND TOTAL	66,717.04

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
035070	**SHEN.	FARMS VFC6 EXPENDITURES**			
5406		STATION FUEL			1,348.32
	4763	VALLEY ENERGY	25556		1,597.48
	4763	VALLEY ENERGY	25633		2,945.80 *
		ACCOUNT TOTAL			
5407		BUILDING & GROUNDS MAINTENANCE			199.72
	898	REPUBLIC SERVICES #976	511227 4725859		227.66
	898	REPUBLIC SERVICES #976	513176 4725859		45.00
	9241	BEST EXTERMINATING SERV.	51402		45.00
	9241	BEST EXTERMINATING SERV.	52401		517.38 *
		ACCOUNT TOTAL			
5899		UNCLASSIFIED			90.40
	5130	BERKELEY CLUB BEVERAGES	17 43587		77.50
	5130	BERKELEY CLUB BEVERAGES	17 43660		167.90 *
		ACCOUNT TOTAL			3,631.08 **
		MAJOR TOTAL			
		FUND TOTAL			3,631.08

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
035071	**N. VARRREN VFD #10 EXPENDITURES**				
5406		PROPANE			
	5553	WASHINGTON GAS	3740	2/21	436.46
				ACCOUNT TOTAL	436.46 *
5407		REPAIRS & MAINTENANCE			
	263	RAMSEY HARDWARE	406916		52.18
	898	REPUBLIC SERVICES #976	511540	4820999	109.11
	898	REPUBLIC SERVICES #976	513487	4820999	109.01
	1410	LEWIS-YOUNT COMPANY	33688		188.00
				ACCOUNT TOTAL	458.30 *
				MAJOR TOTAL	894.76 **
				FUND TOTAL	894.76

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
035072	**SOUTH	WARREN VFC #3		EXPENDITURES*	
5406		PROPANE GAS			
	6050	HOLTZMAN PROPANE	1141784		
				ACCOUNT TOTAL	1,509.90
				MAJOR TOTAL	1,509.90 *
				FUND TOTAL	1,509.90 **

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MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
035073	**	SHENANDOAH SHORES VFC#5 EXP**			
5408		VEHICLE REPAIRS			833.99
	4388	ATLANTIC EMERGENCY SOLUT.	26016		833.99 *
				ACCOUNT TOTAL	833.99 **
				MAJOR TOTAL	
				FUND TOTAL	833.99

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MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
ACCT# 035074	**LINDEN VFC #4 EXPENSES**				
5407		BUILDING GROUNDS & MAINTENANCE			4.94
	263	RAMSEY HARDWARE	404897		4.94 *
ACCOUNT TOTAL					
7057		LOANS			3,227.46
	10118	FIRST BANK	0101202102 002	# 50723	894.79
	10118	FIRST BANK	0101202102 002	# 50741	4,122.25 *
ACCOUNT TOTAL					
MAJOR TOTAL					
FUND TOTAL					

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
035075	** FORTSMOUTH VFC #8 EXPENSES**				
5407	898	BUILDING GROUNDS & MAINT REPUBLIC SERVICES #976	513193 4731170		198.08
				ACCOUNT TOTAL	198.08 *
5408	5506	VEHICLE REPAIRS MALOY AUTOMOTIVE & FLEET	TANKER 8		1,224.18
				ACCOUNT TOTAL	1,224.18 *
				MAJOR TOTAL	1,422.26 **
				FUND TOTAL	1,422.26

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MAJOR# ACCT# 081050	VENDOR NUMBER ***ECONOMI C DEVELOPMENT AUTHORITY**	VENDOR NAME	INV#	DESCR IPTION	AMOUNT
3001	500031	PROFESSIONAL FEES- LEGAL	2178 2/21		9.79
	500044	UNITED BANKCARD CENTER	127732		4,418.80
		GREEHAN, TAVES & PANDAK, P			4,428.59 *
5201	500031	POSTAGE	2178 2/21		60.86
		UNITED BANKCARD CENTER			60.86 *
5205	500016	TECHNOLOGY CORE OPERATION	10213		637.67
	500053	QUEEN CONSULTING & TECHNOL	01956		30.00
		SHOTTON DESIGN, LLC			667.67 *
5305	500031	BANK FEES	2178 2/21		33.71
		UNITED BANKCARD CENTER			33.71 *
5401	500031	SUPPLIES	2178 2/21		88.29
		UNITED BANKCARD CENTER			88.29 *
5407	500001	MAINTENANCE	REIMB 2/21		214.20
	500031	HENDERSON, GRETCHEN	2178 2/21		294.43
	500057	UNITED BANKCARD CENTER	50128		984.96
		D & M CONTAINER SERVICE			1,493.59 *
5800	500008	INTEREST EXPENSE	62 2151580		34,819.46
		THE FIRST BANK & TRUST COM			34,819.46 *
5801	500046	DUES AND SUBSCRIPTIONS	BOX 445 2/21		196.00
		U. S. POSTAL SERVICE			196.00 *
8001	500021	COPIER LEASE	012228184		158.65
		XEROX CORP.			158.65 *
				ACCOUNT TOTAL	41,946.82 **
				MAJOR TOTAL	
				FUND TOTAL	41,946.82
				TOTAL DUE	1,201,743.80

Approved at meeting of _____ on _____

Signed _____ Title _____ Date _____

_____ Title _____ Date _____

_____ Title _____ Date _____

At a regular meeting of the Board of Supervisors of Warren County held in the Warren County Government Center on January 19, 2021 at 7:00 PM.

Present: Cheryl L. Cullers, Chair (South River District); Archie A. Fox, Vice Chairman (Fork District); Tony F. Carter (Happy Creek District); Walter J. Mabe (Shenandoah District); and Delores R. Oates (North River District); also present Edwin C. Daley, Interim County Administrator; Jason J. Ham, Interim County Attorney; James Bonzano, Fire Chief; Rick Farrall, Emergency Coordinator; Emily Ciarrocchi, Deputy Clerk of the Board

Closed Session - Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act

On a motion by Mrs. Oates, seconded by Mr. Fox, and by the following vote, the Board of Supervisors entered into a closed meeting under the provisions of Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act for consultation with legal counsel pertaining to actual or probable litigation and the provision of legal advice; she further moved that discussion be limited to *County of Warren v. Thomas Eric Roslund, et als*, and golf course use and lease matters.

She also moved the Board enter into a closed meeting under the provisions of Section 2.2-3711(A)(8) of the Virginia Freedom of Information Act for consultation with legal counsel for the provision of legal advice regarding legal issues concerning committee assignments:

Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

Mr. Carter arrived in the closed meeting at approximately 6:15 PM.

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors certified to the best of each member's knowledge only public business matters lawfully exempted from open meeting requirements under Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting by the public body:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

Call to Order and Pledge of Allegiance of the United States of America

Adoption of Agenda - Additions or Deletions

Dr. Daley requested the addition of an item (M-1) for the consideration of a Memorandum of Understanding with Warren Memorial Hospital regarding the use of County facilities for the purpose of administering vaccinations for SARS-CoV-2 (Coronavirus).

On a motion by Mr. Mabe, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors adopted the agenda as amended:

Aye: Carter, Cullers, Fox, Mabe, Oates

Public Comment Period (60 Minute Time Limit)

The below proposed resolution was presented to the Board of Supervisors during the Public Comment Period:

CONSTITUTIONAL SANCTUARY COUNTY RESOLUTION OF WARREN COUNTY BOARD OF SUPERVISORS

WHEREAS, Amendment I of the Bill of Rights states, *"Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances;"* and

WHEREAS, the Constitution of Virginia Article 1, Section 1 states, *"That all men are by nature equally free and independent and have certain inherent rights, of which, when they enter into a state of society, they cannot, by any compact, deprive or divest their posterity; namely, the enjoyment of life and liberty, with the means of acquiring and possessing property, and pursuing and obtaining happiness and safety;"* and

WHEREAS, the Constitution of Virginia Article 1, Section 12 states, *"That the freedoms of speech and of the press are among the great bulwarks of liberty, and can never be restrained except by despotic governments; that any citizen may freely speak, write, and publish his sentiments on all subjects, being responsible for the abuse of that right; that the General Assembly shall not pass any law abridging the freedom of speech or of the press, nor the right of the people peaceably to assemble, and to petition the government for the redress of grievances;"* and

WHEREAS, Amendment IV of the Bill of Rights states, *"The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated"* and

WHEREAS, Amendment VIII of the Bill of Rights states, *"no excessive fines shall be imposed";* and

WHEREAS, the Governor, is currently attempting to prohibit the gathering of more than 10 citizens at a single time (even in their own homes), and is attempting to do so through Executive Order, rather than the legislative process; and

WHEREAS, the Governor, has placed undue strain on local businesses, while arbitrarily, illogically, and unequally restricting some businesses more than others, and is attempting to do so through Executive Order, rather than the legislative process; and

WHEREAS, the Governor has restricted free commerce and has instituted excessive fines for businesses unable or unwilling to act as law enforcement for his unlegislated orders upon customers; and

WHEREAS, the Governor has restricted the liberty of citizens by imposing lockdowns and curfews; and

WHEREAS, the Governor has alluded to the possibility of enacting further extra-legislated orders; and

WHEREAS, this order is clearly in violation of the Constitution of Virginia and the United States Bill of Rights

WHEREAS, the Warren County Board of Supervisors does not recognize the Governor's order pursuant to the Constitution of Virginia Article 1 section 2 which states, *"That all power is vested in, and consequently derived from, the people, that magistrates are their trustees and servants, and at all times amenable to them;"* and

WHEREAS, the Warren County Board of Supervisors wishes to express its deep commitment to the freedoms enumerated in the U.S. and Virginia Constitutions, and the U.S. and Virginia Bill of Rights; including the rights of all citizens of Warren County to peaceably assemble and to engage in commerce for the financial support of themselves and their families, and

WHEREAS, the Warren County Board of Supervisors wishes to express opposition to any order or law that would unconstitutionally restrict the rights of the residents of Warren County, and

WHEREAS, the Warren County Board of Supervisors wishes to express its intent to stand as a Sanctuary County for the Bill of Rights and the Constitution; and to oppose, within the limits of the Constitutions of the United States and the Commonwealth of Virginia, any efforts to unconstitutionally restrict such rights, and to use all such legal means at its disposal to protect the rights of the residents of Warren County to freely exercise their religion; to peaceably assemble; to freely engage in commerce; to the free movement of persons; and any other individual liberty recognized as belonging to the People, and

WHEREAS, the means within the power of the Warren County Supervisors includes the power to initiate legal action, the power to petition for redress of grievances, the power to appropriate funding for the law enforcement of Warren County, and the power to direct the employees of Warren County to not enforce any unconstitutional law or purported order.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Warren County, Virginia that:

1. The Warren County Board of Supervisors will vigorously search for solutions that protect its residents and businesses from all purported laws, Executive Orders, regulations, resolutions, and any other decree or action that, in the opinion of the Board of Supervisors, violate the U.S. Constitution, the Virginia Constitution, the U.S. and Virginia Bill of Rights, and any other duly enacted law; and
2. The Warren County Board of Supervisors hereby declares Warren County, Virginia, as a “Constitutional Sanctuary County” and expresses its intent to uphold the U.S. and Virginia Constitutions and other clearly established rights of the People of Warren County, Virginia; and
3. The Warren County Board of Supervisors hereby expresses its intent that no Warren County funds will be used to restrict the Constitutional rights and other clearly established rights of the People of Warren County, and that no County funds shall be expended to aid federal or state agencies in the restriction of said rights; and
4. The Warren County Board of Supervisors hereby expresses its desire that no Warren County employees, government funds, resources, agencies, contractors, buildings, detention centers, or offices may be used for the purpose of enforcing laws that unconstitutionally infringe on the Bill of Rights, Constitutional Rights, and other clearly established rights of the People; and
5. The Warren County Board of Supervisors supports local law enforcement who support the clearly established rights of the People; and requests its Sheriff to refrain from assisting any state law enforcement officer, state health agent or federal agent attempting to enforce the unconstitutional order of the Governor; and
6. Warren County employees may not assist in or promote the enforcement of any Executive Order or regulations, that purports to limit or direct the free exercise of religion; peaceable assembly; free engagement in commerce; free movement of persons; nor any other individual liberty which the Constitution of the United States or the Commonwealth of Virginia as belonging to the People.

The following individuals spoke in favor of this proposed resolution or submitted emails in support:

- | | | |
|-------------------|----------------------|------------------------|
| • Melanie Salins | • Mike Salins | • Carol Cuddeback |
| • Anna Barren | • Sarah McFadden | • Thomas McFadden, Sr. |
| • Sarah Lhymn | • Josh Ingram | • Hugh Owen |
| • Chris McMahon | • Amber Morris | • Tim and Jean Hart |
| • Alison Propps | • Ashley Harris | • Raymond Francis |
| • Mike Mayer | • Michelle Scheutzow | • Billy Robinson |
| • Andrew Snyder | • Hillary Horner | • Roma Gniewek |
| • Peter Romanchuk | • Krista Adanitsch | • Thomas McFadden, Jr. |

- Robert Adanitsch
- Meg Jalsevac
- Manuel Vicente
- Jane Elliot
- Christina Baker
- Eleanor Horner
- Celia McGovern
- John McGovern
- Anna Hopkins
- Colleen Fier
- Larissa Fedoryka
- Ray Stone

John Hight submitted an email in opposition to the proposed resolution.

Tiny Tang, formerly from China and now residing in Fairfax County, and Mark Yang, a Chinese-American residing in Fairfax County, delivered a presentation to the Board on forced organ harvesting in China.

Craig Anderson, 110 Sunset Lane, was upset that some Board members were regurgitating leftist talking points when they participated in Front Royal Unites marches several months ago and brought up the rumor that certain Board members even helped to create the name “Front Royal Unites”. He thought the Constitutional Sanctuary resolution was a good first step to resisting tyranny and believes masks will go away soon because they served their purpose in getting the November presidential election stolen. He wondered if there was a way to get rid of voting machines altogether since they assisted in getting the November presidential election stolen as well.

Bruce Townshend, 460 Apple Jack Circle, Linden, asked the Board to take the other speakers at this meeting under advisement. He asked that the Board members pay attention to the letter of the law of the Commonwealth and the County.

There were no further presentations from the public.

At this time, Mrs. Cullers called for a brief recess, and the meeting reconvened at 8:32 PM.

Public Hearing – Ordinance to Amend and Re-Ordain Sections 66-28 (Running at large restricted), 66-29 (Violations and penalties), 66-31 (Procedure upon observation of dog in violation), and 66-32 (Restricted areas enumerated) of the Warren County Code – Caitlin Jordan

Caitlin Jordan, Senior Assistant County Attorney, and Sergeant Laura Gomez with the Warren County Sheriff’s Office Animal Control Division reported Warren County Code Section 66-28 makes it unlawful for any dogs to run at large at any time in such areas of the County as designated by ordinance, except when in immediate control of the owner or custodian of such animal. A dog shall be deemed to “run at large” while roaming, running or self-hunting off the property of its owner or custodian and not under its owner’s or custodian’s immediate control. Section 66-29 outlines the violations and penalties applied to this offense.

Section 66-32 enumerates the specific areas and subdivisions where restrictions have been applied since 1984. In the 2019 Session of the Virginia Legislature, Va. Code

Section 3.2-6538, which grants localities to prohibit dogs from running at large, was amended to include a prohibition on dogs running at large in a pack. Violations for any person who permits his dog(s) to run at large in a pack will be subject to a class 4 misdemeanor as well as a fine up to \$100 fine.

Therefore, Warren County Section 66-28, 66-29, and 66-31 should be amended to reflect the recent changes in the Virginia Code. Additionally, the Warren County Sheriff's Office has requested the Board of Supervisors to amend Warren County Code Section 66-32 to apply the prohibition of dogs running at large to the entire County, not just specific residential areas within Warren County.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors adopted the proposed ordinance to amend Warren County Code Sections 66-28, 66-29, and 66-31 to include running in a pack and to amend Warren County Code Section 66-32 to extend the prohibition of any dog running-at-large to apply to the entire County:

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

ORDINANCE TO AMEND AND RE-ORDAIN CHAPTER 66, ARTICLE V (RUNNING AT LARGE)
OF THE WARREN COUNTY CODE

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Section 66-28 (Running at large restricted) be amended and re-ordained; that Section 66-29 (Violations and penalties) be amended and re-ordained; that Section 66-31 (Procedure upon observation of dog in violation) be amended and re-ordained; and that Section 66-32 (Restricted areas enumerated) be repealed as follows:

CHAPTER 66. Animals

ARTICLE V. Running at Large

§ 66-28. Running at large ~~restricted~~ **and running at large in a pack prohibited.**

It shall be unlawful for any dogs to run at large at any time ~~in such areas of the~~ **within Warren** County, except when in immediate control of the owner or custodian of such animal. A dog shall be deemed to "run at large" while roaming, ~~or~~ **running** ~~or self-hunting~~ off the property of its owner or custodian and not under its owner's or custodian's immediate control. **However, a dog shall not be considered at large if during the hunting season it is on a bona fide hunt in the company of a licensed hunter or during field trials or training periods when accompanied by its owner. A dog shall be deemed to be "running at large in a pack" if it is running at large in the company of one or more other dogs that are also running at large.**

§ 66-29. Violations and penalties.

Any person who permits his dog, of which he has ownership or custody, to run at large or unrestricted shall be deemed to have violated the provisions of this article and shall be punished as a Class 4 misdemeanor in accordance with the Code of Virginia **and shall be subject to fines in accordance with section 66-16.** In order to prepay the fine, such person must pay to the Warren County General District Court, no later than five business days prior to the court date, both a fine of \$50 and a court processing fee as determined by the Warren County General District Court.

The owner or custodian of any dog found while running at large in a pack shall be subject to a civil penalty in the amount of \$100.00 per dog so found.

§ 66-31. Procedure upon observation of dog **or dogs** in violation.

Upon personal observation of the Animal Control Officer, any dog running at large or **running at large in a pack or** unrestricted in violation of this article whose owner**(s)** or custodian**(s)** the Animal Control Officer is not able to ascertain immediately may be impounded by the Animal Control Officer and confined in a pound or enclosure maintained in accordance with the guidelines issued by the Department of Agriculture and Consumer Services, such confinement and subsequent disposition of such animal to be as provided for in the Code of Virginia.

~~§ 66-32. Restricted areas enumerated.~~

~~It shall be unlawful for any dog to run at large in the following areas of the County:~~

- ~~A. Within the boundary lines of Skyland Estates Subdivision (Sections 1-9, S and X) as shown on Warren County Tax Map 23A, Sheets 1-6.
[Amended 6-4-1996]~~
- ~~B. Within the boundary lines of Shenandoah River Lakes Subdivision as shown on Warren County Tax Map 10A.~~
- ~~C. Within the boundary lines of Shenandoah Shores Subdivision as shown on Warren County Tax Map 13C, Sheets 1 and 2.
[Added 6-19-1984]~~
- ~~D. Within the boundary lines of all sections of Shenandoah Farms Subdivision and those adjacent parcels as shown on the following Warren County Tax Maps: 7A; 7A1; 15B; 15C; 15D, Sheets 1 and 2; 15E, Sheets 1-5; 15F; 15G; 23C, Sheets 1-9; and 24C.
[Added 11-19-1985; amended 2-18-1986]~~
- ~~E. Within the boundary lines of all sections of T.B. Boies Subdivision as shown on Warren County Tax Map 19 E.
[Added 1-21-1986]~~

- ~~F. Within the boundary lines of all sections of Shenandoah River Estates and the Bolling Subdivision as shown on Warren County Tax Map 20C.
[Added 6-16-1986]~~
- ~~G. Within the boundary lines of all sections of High Knob Subdivision as shown on Warren County Tax Maps 31B, Sheets 1-3; and 31B1.
[Added 8-18-1986]~~
- ~~H. Within the boundary lines of all sections of Blue Mountain Subdivision as shown on Warren County Tax Maps 15A; 16A; 24A, Sheets 1 and 2; 24B, Sheets 1 and 2; and 24D.
[Added 7-20-1987]~~
- ~~I. Within the boundary lines of all sections of Apple Mountain Lake Subdivision as shown on Warren County Tax Map 22B.
[Added 3-21-1988]~~
- ~~J. Within the boundary lines of all sections of Dungadin Subdivision as shown on Warren County Tax Map 28C.
[Added 3-4-1991]~~
- ~~K. Within the boundary lines of all sections of Point O'Woods Subdivision as shown on Warren County Tax Map 39B.
[Added 6-17-1991]~~
- ~~L. Within the boundary lines of all sections of Blue Ridge Mountain Estates Subdivision as shown on Warren County Tax Map 31A1 and 31A2.
[Added 10-7-1991]~~
- ~~M. Within the boundary lines of all sections of Lake Front Royal Subdivision as shown on Warren County Tax Map 39C.
[Added 1-21-1992]~~
- ~~N. Within the boundary lines of Shannon Woods Subdivision as shown on Warren County Tax Map 22F.
[Added 10-5-1992]~~
- ~~O. Within the boundary lines of Kenny Woods Subdivision as recorded on Warren County Plat Slide 152-B.
[Added 11-1-1993]~~
- ~~P. Within the boundary lines of Apple Mountain Lake South Subdivision as shown on Warren County Tax Map 31C.
[Added 3-21-1995]~~

- ~~Q. Within the boundary lines of Bowling View Subdivision as shown on Warren County Plate Slide 157-M, N, O and P.
[Added 5-7-1996]~~
- ~~R. Within the boundary lines of Section 3 of the Shenandoah Valley Golf Club Subdivision as recorded in Deed Book 224, pages 714-716.
[Added 5-7-1996]~~
- ~~S. Within the boundary lines of the area occupied by the Bowling Green Golf Courses.
[Added 5-7-1996]~~
- ~~T. Within the boundary lines of Thunderbird Farms Subdivision (Haynes Anderson Trust property) as shown on Warren County Tax Map 36-C.
[Added 8-15-2000]~~
- ~~U. Within the boundary lines of Lower Valley Subdivision, including Passage Creek Meadows, as shown on Warren County Tax Map 17-C.
[Added 10-16-2001]~~
- ~~V. Within the boundary lines of Oregon Hollow Estates, as shown on Warren County Tax Map 22-I.
[Added 3-18-2003]~~
- ~~W. Within the boundary lines of Cedarville Heights Subdivision, as shown on Warren County Tax Map 13E, including the Cedarville Heights Sanitary District.
[Added 2-15-2005]~~
- ~~X. Within the boundaries of Henselstone Woods Subdivision, as shown on Warren County Tax Map 19-I.
[Added 8-21-2007]~~
- ~~Y. Within the boundary lines of Pineland Park Subdivision, as shown on Warren County Tax Map 3A.
[Added 10-16-2007]~~
- ~~Z. Within the boundary lines of River Bend Farm Subdivision, as shown on Warren County Tax Map 27L.
[Added 11-21-2017]~~

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is lined through.
Language proposed to be added is **underlined**.

Public Hearing – Ordinance to Repeal Section 66-34 (Bounties for coyotes) of the Warren County Code – Caitlin Jordan

Ms. Jordan and Sgt. Gomez reported on May 2, 2000, the Board of Supervisors adopted Section 66-34 of the Warren County Code, which awards a \$50 bounty to any person who kills a coyote according to certain criteria set forth in the ordinance. Currently, the ordinance limits the total amount of bounties awarded within a given fiscal year to \$3,000 maximum, a total of sixty (60) bounties per year. Since 2010, the total amount of coyote bounties awarded each year has surpassed the annual cap. On July 16, 2019, the Board of Supervisors amended Section 66-34(D) to increase the annual cap from \$2,000 to \$3,000 per year to meet increasing coyote bounties.

However, the Warren County Sheriff's Office has requested that the Board of Supervisors repeal Section 66-34 of the Warren County Code. First, many of the individuals claiming bounties for killing coyotes have already been compensated by the land owners, and most of them live outside of Warren County. Second, the Virginia Department of Wildlife Resources (formerly the Department of Game and Inland Fisheries) have issued a letter explaining that coyote bounties are not an effective tool for population control. The letter is attached for your review.

It is the opinion of the Sheriff's Office that Section 66-34, "Bounties for Coyotes" should be repealed due to the increasing cost to the County of Warren and to the little to no impact said bounties have had on the coyote population. Sgt. Gomez also introduced Michael Fies with the Virginia Department of Wildlife Resources to answer any questions the Board members may have regarding this proposed ordinance.

Mrs. Cullers opened the public hearing.

Amos Mitchell, 3637 Mountain Road, said he owns two farms, one where he lives and another on the North Fork of the Shenandoah River. He realizes hunters are not going to kill all the coyotes, but he believes bounties should continue because they are a great incentive for people to hunt coyotes while not being very expensive for the County. He thinks the County and its citizens should work together to lower the coyote population.

There being no further comments from the public, Mrs. Cullers closed the public hearing.

Mr. Fox wondered if increasing the amount of the bounty would help cull the coyote population, and Mr. Fies replied while that could result in more coyotes being killed, he doubted it would change the end result of the overall coyote population in the County. Over 60% of the total population of coyotes would have to be killed each and every year to have a substantial and lasting effect, and there is a universal lack of support for coyote bounties across the nation.

Mrs. Oates asked if there are other methods that could work in tandem with bounties to reduce the coyote population, and Mr. Fies responded it is an unfortunately

futile endeavor. People simply cannot kill enough coyotes quickly enough to have a lasting impact on the overall population. A targeted approach may work at the farm level but not at the landscape level, such as for a locality.

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors did not adopt the proposed ordinance to repeal Section 66-34 of the Warren County Code and further requested staff to look into alternative methods to reduce the coyote population in Warren County:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

Public Hearing – Conditional Use Permit 2020-10-01, David and Nita Sudlow for a Church – Matt Wendling

Matt Wendling, Planner II, reported the applicants are requesting a conditional use permit for a church to be used as a chapel for worship services and bible study. They have requested to have a maximum of 49 occupants at any one time in attendance. The applicants currently use the accessory structure as a garage and chapel for family devotional and religious study, and it is 1,728 square feet in size. They plan to make minor renovations to the existing structure in order to use it as a chapel facility, which will include upgrades to the existing septic system and installation of a handicapped accessible restroom.

The Planning Commission forwarded this application to the Board recommending approval with the following conditions:

1. The Chapel occupancy shall not exceed the number of occupants to be determined by the Virginia Uniform Statewide Building Code and Virginia Department of Health approval for an on-site sewage system.
2. The applicant shall comply with all Warren County Building Inspections, Virginia Department of Transportation (VDOT), and Warren County Health Department regulations and requirements. These include Building Code requirements for a smoke and fire detector system and change of use and occupancy to the authorized use group.
3. The applicants shall meet the requirements for Code Section §180-15 for Off-Street parking for a church which requires one (1) parking space per four (4) fixed seats.

Mrs. Cullers opened the public hearing.

Mr. Mabe questioned why the proposed occupancy changed from the application (58 persons) to the currently proposed number of 49 persons. David Sudlow, applicant, responded 58 persons was an initial figure, but once the Health Department calculated the capacity of the proposed Alternative Onsite Sewage System to be able to handle 49 persons, the proposed occupancy was reduced accordingly. He and his wife do not want to enlarge

the structure but rather meet all the public health and safety requirements with the existing structure and minor renovations.

Mr. Fox asked if parking would be an issue to the point of having to use the grass area as overflow, and Mr. Sudlow said parking should not be an issue. All nineteen (19) spaces will be paved with an asphalt hardtop. Mr. Wendling also noted the property has sufficient room for this paved parking area.

There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Fox, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors approved the conditional use permit request of David and Nita Sudlow for a chapel (Church) with the conditions as recommended by the Planning Commission and staff and listed below:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

1. The Chapel occupancy shall not exceed the number of occupants to be determined by the Virginia Uniform Statewide Building Code and Virginia Department of Health approval for an on-site sewage system.
2. The applicant shall comply with all Warren County Building Inspections, Virginia Department of Transportation (VDOT), and Warren County Health Department regulations and requirements. These include Building Code requirements for a smoke and fire detector system and change of use and occupancy to the authorized use group.
3. The applicants shall meet the requirements for Code Section §180-15 for Off-Street parking for a church which requires one (1) parking space per four (4) fixed seats.

Public Hearing – Conditional Use Permit 2020-10-03, David and Nita Sudlow for a Guesthouse – Matt Wendling

Mr. Wendling reported the applicants are requesting a conditional use permit for a guesthouse. The applicants have renovated a small horse barn as an office and workshop, and they would like to include an additional bedroom in the structure where family and friends could stay during visits. In 2013, the applicants were approved for a building permit #459-2013 for a 2nd floor attic and roof to be installed, and a final inspection was completed according the records of the Building Inspections Department. The structure currently has an outstanding electrical permit and will need a plumbing permit for a bathroom. They had soil work recently done in order to install an upgraded septic system that meets the Virginia Department of Health requirements. They have stated that there will be no commercial renting of the structure.

The Planning Commission forwarded this application to the Board recommending approval with the following conditions:

1. The guesthouse shall not be used for full-time occupancy.
2. This accessory dwelling shall not be used for commercial rental or leasing of rooms for compensation of any kind.
3. The applicant shall comply with all Warren County Building Inspections and Warren County Health Department regulations and requirements including Building Code requirements for a smoke and fire detector system.
4. The applicant shall have a condition placed on the deed at the time of transfer of the property to a new owner that this is a non-commercial guesthouse and the rental or leasing of the dwelling for monetary compensation is prohibited and that it is limited to part-time occupancy up to six months in a calendar year.

Mrs. Cullers opened the public hearing.

Mr. Fox wanted to be sure the conditions of the permit were required to be met prior to occupation of the guesthouse, and Mr. Wendling confirmed.

Mr. Carter sought confirmation that the applicants would only be using this guesthouse for family members, and if they wanted to turn it into a bed and breakfast or other short-term tourist rental, they would have to come back and request a separate conditional use permit. Mr. Wendling said that was correct.

There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Fox, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors approved the conditional use permit request of David and Nita Sudlow for a Guesthouse with the conditions as recommended by the Planning Commission and staff and listed below:

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

1. The guesthouse shall not be used for full-time occupancy.
2. This accessory dwelling shall not be used for commercial rental or leasing of rooms for compensation of any kind.
3. The applicant shall comply with all Warren County Building Inspections and Warren County Health Department regulations and requirements including Building Code requirements for a smoke and fire detector system.
4. The applicant shall have a condition placed on the deed at the time of transfer of the property to a new owner that this is a non-commercial guesthouse and the rental or leasing of the dwelling for monetary compensation is prohibited and that it is limited to part-time occupancy up to six months in a calendar year.

Public Hearing – Lease of County-Owned Property Located at 229 Stokes Airport Road – Doug Parsons

Doug Parsons, Executive Director of the Economic Development Authority (EDA), reported Silent Falcon UAS wishes to enter into a 10-year lease for \$500 per month for space at the County's maintenance hangar at the Front Royal/Warren County Airport. The company will assemble, test, launch and recover unmanned aerial vehicles (UAVs) from the airport in concert with the other tenants and aircraft at the airport. Along with offsite office space nearby, the company will establish its eastern U.S. Headquarters, R&D and Manufacturing operations here in Warren County. The company projects 249 jobs and over \$6,000,000 in capital investment for this project.

Mr. Parsons noted the only change to the lease would be the start date, and Mr. Ham recommended the proposed motion, should the Board approve the lease, be to approve the proposed lease "with the lease start date to be determined".

Mrs. Cullers opened the public hearing.

Mr. Fox asked if the space at the Airport was large enough for Silent Falcon, considering the number of jobs they are projecting. Mr. Parsons replied it will be enough space as Silent Falcon is only proposing to bring in 40-50 jobs during its first year of operation, with a projected 249 jobs over the course of three years. They are also planning to establish an office space off-site with 20-30 jobs by the end of 2021. Due to the nature of Silent Falcon's business being all over the country servicing various contracts, there will not be a huge throng of people out at the Airport.

There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Fox, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors approved the proposed lease of County-owned property located at 229 Stokes Airport Road, Front Royal to Silent Falcon UAS with the lease start date to be determined:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

Report – COVID-19 (Coronavirus) Expenditures for Warren County – Taryn Logan/Rick Farrall

Taryn Logan, Planning Director, reported the Planning Department has been tasked with the collection and submittal of the County's COVID-19 related expenditures for federal reimbursement. The President declared a National Emergency on March 13, 2020. This authorized for the reimbursement of Category B (emergency protective measures) under the Federal Emergency Management Agency's (FEMA's) Public Assistance grant program and permits the Commonwealth to request direct federal assistance to fill a specific gap or need related to COVID-19 at a 75% federal cost share.

Each Department has been tracking their expenses and providing information to the Department to coordinate and submit to the Virginia Department of Emergency Management (VDEM). The submittal periods are quarterly. Most of the expenses did not start occurring until late February, and Departments are still gathering their related documentation (which must include receipts, credit card statements, check copies, timesheets, pay rates, contracts, etc.). The estimated total through the beginning of January is \$509,868.23 spent towards the COVID-19 pandemic. The only departments/offices with additional expenditures since Ms. Logan's last report were from the General Services Department and the Department of Fire and Rescue Services.

Mr. Mabe asked how much had been submitted to FEMA so far for reimbursement, and Ms. Logan responded approximately \$300,000 has been submitted. There is a lot of back and forth during the submission process, and she is grateful to have a designated FEMA representative for the County who is very accessible.

Rick Farrall, Emergency Coordinator, reported the COVID-19 vaccine distribution is well underway. To-date approximately 2,000 doses have been administered through Valley Health (Warren Memorial Hospital) or the Virginia Department of Health (Warren County Health Department) locally. There are two separate Memorandums of Understanding on the Board's agenda for consideration, one for each entity, and should they be approved, Valley Health and the Virginia Department of Health will need to coordinate with one another to determine when each entity will be using the Gymnasium in order to maximize use of the facility. Both Valley Health and the Warren County Health Department are following distribution requirements as set forth by the Centers for Disease Control and Prevention (CDC) and the Virginia Department of Health. The congregate care facilities in the area are scheduling with Walgreens and CVS for vaccine distribution, and currently Heritage Hall is the only facility in the County not scheduled.

For individuals, approximately 1,200 doses will be administered this week, and there is a static banner on the top of the County's website with links to the webpages for vaccine signup and volunteer signup. Valley Health has also provided a phone number for those without internet access: (540) 536-8000. It is the Winchester Medical Center main line, and those calling should stay on the line for the next available operator.

Reports – Board Members, Interim County Administrator, Interim County Attorney

Mr. Carter reported the following:

- Brandy Rosser, General Services Director, has tendered her resignation, and the County will be losing her fourteen (14) years of institutional knowledge; he wished her well in her new position

Mrs. Oates had nothing to report.

Mr. Fox had nothing to report.

Mr. Mabe had nothing to report.

Mrs. Oates had nothing to report.

Dr. Daley reported the following:

- Mr. Farrall will be assuming the responsibilities of the General Services Director effective January 29, 2021 on an interim basis. Firefighter Brian Foley will be moving from part-time to full-time and assisting with Mr. Farrall's responsibilities through the Department of Fire and Rescue Services, including cost recovery and Emergency Management. Mike Berry, Public Works Director, will be helping with maintenance activities.
- Coronavirus Update – County staff continue to monitor the situation and take the necessary precautions. The County is still in the Governor's "Phase Three" of Virginia's "Path Forward".

The COVID-19 vaccination process is underway in Warren County. Valley Health, in partnership with the Lord Fairfax Health District and the County are working together to provide the vaccine locally. To date, the County's Healthcare Providers and First Responders were afforded the opportunity to receive the vaccination. Those who are age 75 and older have also begun to receive the vaccine. Correction workers, childcare, and education related staffs will be afforded the opportunity to receive the vaccination in the near future. As more doses of the vaccine become available, they will be distributed in accordance with CDC and the Virginia Department of Health guidance. Please check the County and Valley Health website for current information regarding the availability of the vaccine. Additionally, CVS and Walgreens are providing the vaccine to local congregate living facilities. To date, the majority of these facilities have either begun receiving the vaccination, or are scheduled to receive the vaccine in the coming weeks.

The relative the number of COVID-19 cases in the County continues to increase. This was expected following the recent holiday period. As such, the County continues to urge everyone to remain vigilant.

Regarding the CARES Act, staff received the documentation required from the Town regarding the first and second round fund distribution to Town small businesses and public safety related expenses. The reimbursement to the Town is complete, for receipts received. Staff is in the process of reviewing the Town's receipts received for the Municipal Utility assistance fund. Finally, County staff is in the process of compiling the appropriate documentation and closing out the associated County CARES Act accounts. The County continues to report to the Department of Accounts as directed, and are optimistic to complete an associated external audit by early this Spring.

- Coronavirus Vulnerable Revenue – To compare the impacts of Coronavirus on revenues, the following chart shows figures for March through December 2019 in comparison to March through December 2020.

Year in Comparison (March – December)			
	2019	2020	% Difference
Business License Revenue	\$431,216.18	\$444,207.05	+3.01%
Meals Tax Revenue	\$859,141.79	\$712,234.16	-17.01%
Lodging Tax Revenue	\$200,049.89	\$204,449.75	+2.20%

- Tourism Committee – The Town Council and Board of Supervisors voted in June to outsource tourism services moving forward. Jones Lang Lasalle Americas, Inc. (JLL) has been selected. A Memorandum of Agreement has been approved by the Town and County for the Joint Tourism Committee. A meeting is being scheduled with JLL to move the process forward.
- Wayfinding Signage – The construction intent documents have been completed for the bidding process. County and Town staff are working together to determine what tasks can be completed in house and what items need to go out to bid.
- Development Review Committee – The Development Review Committee did not meet in December 2020. The Committee will meet again on January 27, 2021.
- Building Inspections – In review of the new construction for 2020, there were a total of 191 new home starts through December 31st. Of that number, 40 were located in Town limits and the remaining 151 outside of Town limits. As a comparison, in 2019 there were a total of 150 new home starts.

The growth rate is well below the 2-3% maximum outlined in the Warren County Comprehensive Plan, but is slightly above the 0.88% average experienced since January 1, 2009.

In December, the permits remained level with the number in 2019, with 187 permits issued, and the total number of inspections are up significantly from 797 to 1,052 (32%).

Year in Comparison (January through December)			
	2019	2020	% Difference
Inspections Completed	11,866	12,455	+4.96%
Permits Issued	2,269	2,465	+8.64%
Single Family Dwellings	150	191	+27.3%

- Parks and Recreation – Park staff prepared for major winter snowstorm event on December 14th and 15th. Park Staff previously checked the trucks, plows and other necessary equipment. Park staff placed snow markers in parking lots – Skyline SoccerPlex/Warren County Government Center/Health and Human Services Complex (HHSC)/Warren County Community Center (WCCC)/Economic Development Authority (Kendrick Lane) on December 14th in preparation of winter storm. Park crew worked two shifts on December 16th and two shifts on December 17th. Park crew plowed and salted the Company 10 Fire Department lot, the Public Safety Building, Samuels Public Library, HHSC parking lots, WCCC, Courthouse, Raymond E. Santmyers Youth Center parking lots, and other County facilities. Park crews also salted and cleared the sidewalks and entranceways. General Services

Technicians crew plowed and salted the Government Center parking lots. Park staff night crew was sent home at 12:00 pm; Park staff day crew worked until 7:00 pm. Park crew completed clearing sidewalks/checked all County facilities and cleared parking lots at all County park facilities on December 18th. Mr. Lenz thanked Brad Kresge, Maintenance Supervisor, and the park crew for their hard work in completing the plowing, clearing and clean-up of all County facilities in a timely manner. Their first priority is the safety of all County staff and community citizens.

Administration staff is currently revising the WCCC rules and regulations and COVID-19 NOTICE TO PARKS AND RECREATION FACILITY USERS for Caitlin Jordan, Senior Assistant County Attorney to review in the immediate future.

Park staff completed spreading weed preventer in Mega Playground/Music Park in Rockland Park on December 15th. J.K. Enterprises blew and spread new engineered wood fiber mulch (two loads) on December 15th. J.K. Enterprises completed blowing and spreading the new engineered wood fiber mulch (one final load) on December 29th. Jonathan Clatterbuck, Equipment Operator, and Clark Moats, General Services Technician, completed park/playground inspections on January 8th. Park staff began playground repairs on January 11th.

Recreation Division Activity Winter Wonders – Winter Themed Activity Box – Warren County Parks and Recreation Department has created the “Winter Wonders” winter themed activity box! Each box will include supplies, ingredients and instructions for several winter themed, activities, crafts and sweet treats. The box is free and limited to the first 50 registrants. Limit one (1) per household and registrant must be under the age of 13 years old. For more information, contact the Warren County Community Center by phone at (540) 635-1021 or via email at wcccinfo@warrencountyva.net. Registrations will be accepted till December 26, 2020 by visiting parksandrecreation.warrencountyva.net. Pick up information will be available after registration has ended. Contactless curbside pickup will be available. More information can be obtained by contacting the Warren County Community Center, Monday through Friday, 8:00 AM – 5:00 PM, evening and weekend hours may vary, at (540) 635-1021 or via email at wcccinfo@warrencountyva.net. This program is eligible for online registration; visit us on the web at parksandrecreation.warrencountyva.net. Please visit us on the web at www.warrencountyva.net/parks-and-rec. Like us on Facebook at [Warren County Parks and Recreation](https://www.facebook.com/WarrenCountyParksandRecreation).

- Public Works – There were 2917.45 tons of solid waste disposed of at the convenience sites in the County during the month of December, which reflects an increase of 43 tons from December 2019.
- Department of Social Services – This past holiday season, 26 families/groups worked with DSS to provide Christmas gifts to 64 children in Warren County. Since November 2020, 5 children have had their adoptions finalized with their “forever families”. In the month of December, DSS received:
 - 117 SNAP Applications
 - 106 Medicaid Applications

- 17 TANF Applications
- 8 Child Care Applications
- 7 Crisis Applications

The Thermal Shelter currently has 22 people staying at the shelter, 3 of whom are women. The shelter has hosted 2 veterans and 16 which are considered “chronically homeless”. A pressing need continues to be shower facilities due to the elderly patrons and incontinence issues.

- Department of Fire and Rescue Services – Staff is working on annual Ladder Truck testing, pump tests on engines, ground ladder testing, hose testing on all apparatus in Department over a period of October 26 through November 5th. Additionally, regarding FEMA grant for breathing apparatus, SCBAs have been ordered, delivered and were inventoried and marked. After marking, the SCBAs were exchanged with all stations/apparatus. All Department firefighters fit tested for new masks. All new SCBAs are now in service in all stations.
- Department of Fire and Rescue Services Promotional Process Results – Status of ongoing grants: SAFER Grant complete except for ongoing documentation for reimbursement from FEMA; Assistance to Firefighters Grant complete, SCBA purchased, training held, fit testing held and SCBA exchanges on all apparatus; Ballistics Grant/OEMS ballistic protection for responders, especially involved in shooting situations – Received notification the grant request was not awarded; OEMS Ambulance Grant was also not awarded.
 - Staff working to sell 64 SCBA Cylinders to support Countywide SCBA Program.
 - Rivermont Fire Station inspections with volunteers and Brandy Rosser. “Punch out” items still being addressed with Brandy. All furniture has been delivered.
 - Radio Communications committee meeting and changes to Board
 - 14 staff treated/isolated for COVID-19 to date, released to return to work; two currently on positive isolation. (as of 1/11/2021)
 - Staff beginning to work with Chiefs Advisory Staff to evaluate FY-2020 AFG Grant and Departmental Needs
 - Staff continues to work with VDH to schedule COVID-19 Vaccine and implement throughout response system
- Rivermont Fire Station – The project is nearing completion. A Ribbon Cutting will be scheduled for December. A spring Open House is also being discussed that would include activities with the Airport.
- Commercial/Industrial Projects – Work continues on the following projects:
 - The new Warren Memorial Hospital is nearing the final phases to start final inspections, anticipating a phased opening schedule.
 - Chipotle is now open.
 - Five Guys is now open.
 - Equus Warehouse facility – Continues to work with DEQ and the County on resubmissions.

Appropriations and Transfers

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the additional appropriations and transfers as presented and shown below for January 2021:

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

APPROPRIATIONS

71030-5101	Parks & Recreation Maintenance - Electric	444.64
92000-7112	Capital Outlay – Health and Human Services Complex	125.00
71030-5407	Parks & Recreation Maintenance - Repairs & Maintenance	15.00

Approval of Accounts

On a motion by Mr. Carter, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the lists of December 2020 and January 2021 accounts:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

Check Numbers 294815 to 295088 Total: \$2,166,195.91

Approval of Minutes

On a motion by Mr. Carter, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the minutes of its regular meeting of January 5, 2021:

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

Unfinished Business – Strategic Visioning Action Plans – Brandy Rosser/Rick Farrall/Ed Daley

Dr. Daley reported the proposed Strategic Plan provides overall direction to staff and, if approved, sets the groundwork for a more detailed plan to be presented to the Board in late February/March. The Strategic Plan is a guideline for the direction of the Board and goes hand-in-hand with the goals and projects list adopted annually.

Mr. Carter reiterated his main concern of waiting until spring 2022 to hire a full-time County Administrator. It could take several rounds of interviews to find a viable candidate, and he wonders why the Board is not going ahead and trying to find someone. He said there are only a certain number of hours for which Dr. Daley can be compensated

according to the Virginia Retirement System due to being retired and only working part-time. He suggested hiring a firm to seek out candidates who will be a good fit for the County as a firm would be able to cast a wider net than the County alone.

Mrs. Oates advocated for keeping Dr. Daley in the Interim County Administrator position for the time being. His institutional knowledge of the Economic Development Authority embezzlement is invaluable in the prosecution of the civil case. She also noted Dr. Daley does not work for the money and often puts in far more hours than he is compensated for; in her observation, he works for the satisfaction of working and doing a good job. She thinks bringing a new County Administrator into the middle of an ongoing complicated civil litigation would be foolish, and keeping Dr. Daley in this role is the smartest thing the Board can do. Hopefully in 2022, the Board can bring in someone fresh who will not have this litigation hanging over his/her head.

Mr. Carter then brought up the closed session negotiations of Dr. Daley's hourly wage, after which there was a brief heated exchange between Mr. Carter and Mrs. Oates before Mrs. Cullers brought the discussion back to order.

Mr. Carter questioned the number of and titles for various proposed key leader positions, such as Assistant County Attorney, General Services Grant Writer, Information Technology (IT) Director, and Assistant or Deputy Department Heads as required. The Board of Supervisors is not an administrative board; it only has two employees – the County Administrator and the County Attorney. He voiced his objection to Board members getting so in the weeds about hiring additional personnel as it usurps the authority of the County Administrator.

Mr. Carter was unsure about the hiring of another Assistant County Attorney in the County Attorney's office if the Board plans to continue contracting the services of Litten & Sipe, though he said he could not argue with wanting to reduce legal fees. He was also unsure about which technologies in the County had been deemed inadequate.

Mrs. Cullers stated Mr. Carter had an opportunity to be part of the advance where this Strategic Plan was developed, but he could not stay the first day and did not attend the second day. There were staff present at the advance, and staff was instrumental in building the action items enumerated in the proposed Strategic Plan. This was not something that came solely from the Board; it was crafted in cooperation with staff. Mr. Carter responded emphatically that not all staff and not all Constitutional Officers were able to attend the advance, and the reason he did not attend is because he did not want to "spend eight hours with you people", meaning the other Board members.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors adopted the Warren County Board of Supervisors Strategic Plan for 2021-2023 as presented:

Mabe, Aye; Fox, No; Cullers, Aye; Oates, Aye; Carter, No

Consent Agenda

1. Approval of Corrected Transition Line Easement between the County of Warren and the Trans-Allegheny Interstate Line Company – Caitlin Jordan
2. Request for the Sale of Sixty-Four (64) Self-Contained Breathing Apparatus Cylinders to Clarke County, Virginia – Chief James Bonzano
3. Amendment to Architectural and Engineering Services Contract with Moseley Architects – Caitlin Jordan
4. Amendment to Architectural Services Contract with Frazier Associates – Caitlin Jordan
5. Amendment to Architectural Services Contract with Frederick Andreae Architects – Caitlin Jordan
6. Amendment to Architectural Services Contract with Land Planning & Design Associates (LPDA) – Caitlin Jordan
7. Amendment to Financial Advisory Services Contract with Davenport & Company, LLC – Caitlin Jordan
8. Removed for further discussion
9. Authorization to Advertise – Joint Planning Commission and Board of Supervisors Public Hearing for a Rezoning Request of Dudding Commercial Development, LLC (R2020-10-01) from Agricultural (A) to Commercial (C) – Taryn Logan
- ~~10. Authorization to Advertise for Public Hearing – Sale of County-Owned Property Located at the Corner of Route 340/522 and Reliance Road – Doug Parsons~~
11. Coyote Bounties – Douglas Boyd (2) – Animal Control (\$50.00 Each)

Dr. Daley requested the removal of item 10 from the agenda due to the need for additional input from other parties involved in the sale of this property, namely the Town of Front Royal.

Mr. Carter requested the removal of item 8 for further discussion.

On a motion by Mrs. Oates, seconded by Mr. Fox, and by the following vote, the Board of Supervisors approved the Consent Agenda as presented with the removal of item 8 for further discussion and the removal of item 10 from the agenda:

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

Authorization to Advertise for Public Hearing – Ordinance to Amend and Re-Ordain Section 56-3 of the Warren County Code re: Address by Nonmembers – Jason Ham

Mr. Carter said he appreciated Mr. Ham's crafting of the proposed amendments, but they were not exactly what he had in mind. Mr. Ham's amendments included the specific time constraints in the recently adopted 2021 Meeting Policy and Procedures document, and Mr. Carter would prefer the Code Section to not be so concise. He would rather see the Code Section more generalized with language about the parameters of the public comment period being contingent upon the Board's adopted Meeting Policy and Procedures.

Mrs. Oates stated she does not want to see this Code Section repealed and would like to have it stay as a protection of public comment. Mr. Carter agreed and wanted to make sure the public will always have a chance to speak but also wanted to make sure future Boards are able to decide the limitations and parameters on receiving public comment, if any, through the annual adoption of the Meeting Policy and Procedures.

On a motion by Mrs. Oates, seconded by Mr. Fox, and by the following vote, the Board of Supervisors postponed this item to a work session, date to be determined, for further discussion:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

Request – Authorization to Submit Application to the 2020 Assistance to Firefighters Grant Program – Chief James Bonzano

James Bonzano, Chief of Fire and Rescue Services, reported on February 12, 2021, the Warren County Department of Fire and Rescue Services is planning on submitting an application to FEMA's Assistance to Firefighters Grant (AFG) program. The primary goal of the AFG program is to meet the firefighting and emergency response needs of fire departments and non-affiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders obtain critically needed equipment, protective gear, emergency vehicles, training and other resources necessary for protecting the public and emergency personnel from fire and related hazards.

The Department is planning to apply for funding for seventy (70) sets of personal protective equipment (PPE) in a regional grant application by partnering with its Volunteer Fire and Rescue Departments. This grant opportunity will provide the ability for the Department to ensure all PPE worn by volunteer firefighters meet all requirements of the National Fire Protection Association (NFPA) to ensure the health and safety of the responders. AFG considers a PPE set to consist of the following: coat, pants, suspenders, boots, helmet, and two pairs each of gloves and hoods.

This process was discussed by the Warren County Chiefs Advisory Committee, which voted unanimously to support this grant application and funding request and to seek approval by the Board of Supervisors to apply for the grant. If awarded, the Department will seek Board approval to accept the grant award from AFG.

AFG is a 90% federal funding grant with a 10% local match. Current estimates are the County would be responsible for an estimated \$23,458.89. Any matching funds necessary would come from the Department's Fire Programs/Special Projects Fund and not require any new allocations from the Board of Supervisors.

Mr. Mabe asked how many units within the Department are currently out of compliance, and Chief Bonzano replied he did not have an exact number, though a large percentage is out of date. Some of the units date back to 1989 and 1990 and are far out of compliance.

Mrs. Oates wanted to confirm no there were no additional monies the Board needed to appropriate at this time, and Chief Bonzano said that was correct. The matching funds would come out of the Department's Fire Programs fund.

On a motion by Mr. Carter, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors authorized the Warren County Department of Fire and Rescue Services to submit, on behalf of the County of Warren and its Volunteer Fire and Rescue stations, an application to the Federal Emergency Management Agency's (FEMA's) 2020 Assistance to Firefighters Grant program seeking funding for seventy (70) sets of personal protective equipment:

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

Request – Memorandum of Understanding between the Lord Fairfax Health District and the County of Warren Regarding the Use of County Facilities for the Purpose of Dispensing Medical Countermeasures to Residents, including Mass Vaccination Efforts – Caitlin Jordan

Ms. Jordan reported on January 5, 2021, the Board of Supervisors approved a proposed agreement between Lord Fairfax Health District (LFHD) and the County regarding the LFHD's use of the Health and Human Services Complex gymnasium for the purpose of administering COVID-19 vaccinations to residents.

After the January 5th meeting, the County Attorney's Office received a Memorandum of Understanding (MOU) from Leigh Ann Sweeney, District Administrator for the LFHD. Ms. Sweeney asked that the County sign the MOU instead of the approved Agreement. The proposed MOU sets forth the LFHD's and the County's responsibilities and provides that LFHD is covered by liability insurance.

The term of the MOU is for three years. The MOU may be terminated at any time by either party by giving the other party a 30 day advance written notice. The County will continue to be solely responsible for the utilities of the facilities used for the administration of the COVID-19 vaccine.

On a motion by Mr. Carter, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors authorized the County Administrator to execute the Memorandum of Understanding between the Lord Fairfax Health District and the County of Warren for the purpose of cooperation and coordination in dispensing medical countermeasures to residents, including mass vaccination efforts:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

Request – Memorandum of Understanding with Warren Memorial Hospital Regarding the Use of County Facilities for the Purpose of Administering Vaccinations for SARS-CoV-2 (Coronavirus) – Caitlin Jordan

Ms. Jordan reported Warren County, through the office of the Emergency Coordinator, has been working with the Lord Fairfax Health District and Warren Memorial Hospital (WMH) to organize and coordinate plans to providing COVID-19 vaccinations to residents. On January 14, 2021, Emergency Coordinator Rick Farrall received a Memorandum of Understanding (MOU) from Benjamin Dolewski regarding WMH's use of designated County facilities for the purpose of administering vaccinations to the community. The County Attorney's Office has reviewed and revised the proposed MOU, and WMH's responsibilities include the following:

- Advise County of Warren officials as soon as possible in the event that County facilities are required for mass vaccination/prophylaxis clinic.
- Coordinate with the Lord Fairfax Health District to determine which designated county facilities are available for dispensing vaccinations to the community. In the event WMH wishes to use a county facility that LFHD is using, WMH shall work with the Warren County Emergency Coordinator to determine what County facility is available for the administration of vaccinations.
- Work with County of Warren building maintenance officials to ensure the proper care of the facilities being used and shall maintain proper supervision of facilities during the administration of vaccinations.
- Ensure that all necessary medical materials required for establishing and offering a vaccination clinic at the designated facilities are provided and MWH shall be responsible for the disposal of all medical waste.
- Document and train the staff and volunteers involved in providing aid in the vaccination clinic.
- Responsible for operational management of the mass vaccination clinic at the designated facilities.
- Provide County of Warren with 24-hour contact information for the assigned WMH clinic site manager and Director.

The County is responsible for the following:

- Ensuring that the space provided is free of all hazards and operational and available in the event of need for a mass vaccination clinic at the designated facilities.
- Providing WMH access to the designated facilities to perform mass vaccination/prophylaxis activities at a mutually agreed upon time and date.
- Providing WMH with 24-hour contact information for the facility officials and any changes to contact information in a timely manner.
- Providing WMH with any changes to the agreed upon designated facility location in a timely manner.
- Covering the utility costs (HVAC, water, electricity, phone, fuel, non-medical waste disposal, etc.) incurred during the use of the designated facilities for mass vaccination/prophylaxis.

WMH is required to procure and maintain Medical Malpractice and General Liability Insurance that covers WMH, its employees, and its agents. The Medical Malpractice insurance policy limits shall not be less than \$2,000,000.00 and the General Liability Insurance policy limits shall not be less than \$2,000,000.00.

The term of the MOU is for five (5) months, namely from January 19, 2021 to June 19, 2020. The term will automatically renew each subsequent month unless a party provides the other party a thirty (30) day written notice. The MOU may be terminated at any time by either party by giving the other party a 30 day advance written notice. The County will continue to be solely responsible for the utilities of the facilities used for the administration of the COVID-19 vaccine.

Mrs. Oates asked if this MOU would need to come back before the Board if there are changes, and Ms. Jordan said it would if there are substantive changes. Mr. Ham recommended an addition to the proposed motion in the event there are changes in the future.

On a motion by Mr. Carter, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors authorized the County Administrator to execute the Memorandum of Understanding between Warren Memorial Hospital and the County of Warren for the purpose of administering the COVID vaccine to the community with such changes as may be authorized by the County Administrator in consultation with the Chairman of the Board of Supervisors:

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

Request – 2021 Board of Supervisors Board/Committee Assignments – Ed Daley

Dr. Daley reported the proposed 2021 Board/Committee Assignments list contains the same representatives as the 2020 list and adds one representative and one alternate who need to be appointed to the newly renamed Front Royal-Warren County Joint Tourism Committee.

Mrs. Cullers noted that instead of herself, Mr. Mabe would now be assigned to the Northern Shenandoah Valley Regional Commission, the RSW Regional Jail Committee, and the Warren County Well and Septic Appeals Board. Additionally, instead of all Board members being on the Personnel Committee and the Sanitation Authority, there would now be two representatives: the Chair and rotating Board members.

Mr. Mabe questioned the future need for the Front Royal Golf Club Advisory Committee since the Golf Club has moved into private ownership instead of being County maintained. Mr. Carter, as Board representative on this committee, believes it should be kept as the liaison between the Golf Club and the Board during the transition period of VA Golf, LLC taking over operations of the golf course.

Mr. Carter asked why the Personnel Committee and the Sanitation Authority were changing to only two Board members these committees had always had all Board members on them, and Mrs. Oates said this had been discussed in closed session prior to when he arrived late. Mr. Ham stated it was against the Virginia Freedom of Information Act (FOIA) to have a majority of members on a committee; it would be unclear whether the Board is meeting as the Personnel Committee or as the Board of Supervisors. The FOIA Council has opined that it would be improper to conduct business in that way.

There was additional discussion by the Board before it was ultimately decided to remove the Personnel Committee and Sanitation Authority from the list of assignments for further discussion at a future work session.

On a motion by Mrs. Cullers, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors approved the Board/Committee assignments for 2021 as amended and shown below (with the removal of 13 and 14):

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

1. Agricultural District Advisory Committee (Cheryl Cullers)
2. Airport Commission (Archie Fox)
3. Building Committee (Archie Fox and Cheryl Cullers)
4. Community Policy & Management Team (Cheryl Cullers)
5. Emergency Management Director (Chair of the Board)
6. Front Royal Golf Club Advisory Committee (Tony Carter)
7. Northern Shenandoah Valley Regional Commission (Walter Mabe and Delores Oates with Taryn Logan as alternate)
8. Parks & Recreation Commission (Tony Carter)

9. People, Inc. Board (Tony Carter)
10. RSW Regional Jail Committee (Delores Oates with Walter Mabe as Alternate)
11. Samuels Public Library Board (Delores Oates)
12. Town/County Liaison Committee (Chair/Board Members Rotate)

15. Warren County Solid Waste Advisory Committee (Cheryl Cullers)
16. Warren County Well & Septic Appeals Board (Tony Carter with Walter Mabe as Alternate)
17. Winchester Regional Airport Authority (Archie Fox)
18. Fire and Rescue Chiefs Advisory Committee Representative (Cheryl Cullers)
19. Front Royal/Warren County Joint Tourism Committee (Delores Oates with Walter Mabe as Alternate)
20. Warren County Broadband Committee (Cheryl Cullers and Walter Mabe)
21. Drug Prevention Committee (Delores Oates)
22. Railroad Taskforce (Delores Oates)

Adjournment

Mrs. Cullers adjourned the meeting at 10:53 PM.

At a regular meeting of the Board of Supervisors of Warren County held in the Warren County Government Center on February 2, 2021 at 11:00 AM.

Present: Cheryl L. Cullers, Chair (South River District); Archie A. Fox, Vice Chairman (Fork District); Tony F. Carter (Happy Creek District); Walter J. Mabe (Shenandoah District); and Delores R. Oates (North River District); also present were Edwin C. Daley, Interim County Administrator; Jason J. Ham, Interim County Attorney; Mike Berry, Public Works Director; Corey Childs, Virginia Cooperative Extension Agent; Caitlin Jordan, Senior Assistant County Attorney (present via Zoom); Jon Martz, Director of Social Services; Keith McLiverty, Finance Director; and Emily Ciarrocchi, Deputy Clerk of the Board

Adoption of Agenda

On a motion by Mr. Fox, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors adopted the agenda as presented:

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

Public Comment Period (60 Minute Time Limit)

Ms. Ciarrocchi read emails from the following individuals in opposition to the resolution proposed to the Board at the meeting on January 19, 2021 to declare Warren County a Constitutional Sanctuary:

- | | |
|----------------------------------|--------------------|
| • Jim Guy | • Eleanor Miller |
| • Joanne Kearney | • Suzanne Savage |
| • Christine and Fred Andreae | • Pam Scanlan |
| • Paula Atwood | • Jean Mary Taylor |
| • Janet Brome | • Anne Tompkins |
| • Megan Durham and Richard Graus | • Dale Thompson |
| • Sieren Ernst | • Tom Lacombe |
| • Nancy Ernst | • Brian Wilkinson |

Ms. Ciarrocchi also read an email from Thomas McFadden, Sr., in support of the proposed Constitutional Sanctuary resolution.

Gary Kushner, 1106 Fetchett Road, urged the Board to support the resolution presented at the January 19th Board meeting to declare Warren County a Constitutional Sanctuary. People are endowed by nature and God himself with unalienable rights to exist and survive, and they should have the right to protect themselves from threats that diminish their freedoms. The public should have been able to individually decide whether to follow the mandates and directives put forth, which were inappropriately put in place. They are assaulting individual freedoms and violating natural law rights. He believes the

mandates represent an overreach by the State government and must be resisted with all efforts. The only two responses to these tyrannical state directives are to either submit or resist, and resistance is the path being requested through the resolution presented. He told the Board members not to be stooges of the state government, and in the words of past President George W. Bush, "You're either with us or against us." He noted the previous Board supported the will of its citizens by adopting a Second Amendment Sanctuary resolution in December 2019, and he encouraged the Board to do the same this time as well. He believes Coronavirus was purposefully allowed to be spread by the Communist Chinese Party in an effort for China to replace the United States as the dominant economic and military presence on Earth.

There were no further presentations from the public.

Report – Virginia Department of Transportation – Ed Carter

Maintenance:

- Conducted shoulder repairs on various routes throughout the County and plan to continue this month
- Moisture content usually prohibits grading operations this time of year, however, the weather has allowed VDOT to grade various non-hard surfaced roads in January and will continue this month as weather allows; VDOT is expecting this recent weather event to limit this function
- Performed brush cutting on Route 626 (Andrews Road) and Route 667 (Mitchell Drive); will be moving to other routes this month
- Cleaned ditches on various routes and picked up 230 bags of trash collected by the corrections crew along Routes 340 and 613

Board Issues:

- Rockland Road Railroad Crossing – Worked with County Emergency operations during recent train derailment in Hagerstown, Maryland that block crossings in Warren County
- Speed Differential on Downing Farm Road – 30 vs. 35 MPH is currently being reviewed with Traffic Engineering

Report – Warren County Department of Social Services – Jon Martz

Jon Martz, Director of Social Services, delivered a presentation to the Board on ALICE, which stands for Asset Limited, Income Constrained, Employed. ALICE is a new way of defining and understanding the struggles of households that earn above the Federal Poverty Level, but not enough to afford a bare-bones household budget. For many families,

the cost of living outpaces what they earn. These households struggle to manage even their most basic needs – housing, food, transportation, childcare, healthcare, and necessary technology.

When funds run short, cash-strapped households are forced to make impossible choices, such as deciding between quality childcare or paying the rent, filling a prescription or fixing the car. These short-term decisions have long-term consequences not only for ALICE families, but for everyone in Warren County.

Report – Virginia Cooperative Extension Office – Corey Childs

Corey Childs, Extension Agent with the Virginia Cooperative Extension Office, provided a report to the Board on the activities in which the Office participated during fourth quarter 2020 (October through December). These activities included, but are not limited to, Private and Commercial Pesticide License Recertification, the Virginia Household Water Quality Program for water testing, monitoring the invasive species Spotted Lanternfly, and various financial management and professional development courses and webinars.

Reports – Board Members, Interim County Administrator, Interim County Attorney

Mr. Carter reported the following:

- Congratulated Taryn Logan on her recent appointment/promotion to Deputy County Administrator for Warren County
- Reminded the public of the upcoming joint public hearing with the Board and the Warren County Planning Commission on February 10th beginning at 6:00 PM for the rezoning application of Dudding Commercial, LLC

Mrs. Oates reported the following:

- Wanted to ensure the public that she and the Front Royal/Warren County Drug Prevention Committee are working diligently to provide the best resources possible to the youth of Warren County to prevent them from abusing or misusing drugs and other substances; there has been a recent series of young people lost to overdoses in Warren County, and the Committee is coordinating resources with various agencies including, but not limited to, the Warren Coalition, Valley Health, the Warren County Sheriff's Office, the Department of Social Services, Northwestern Community Services, and Warren County Public Schools

Mr. Fox reported the following:

- Appreciates what Mr. Childs presented this morning and is glad to see the County is still focused on agricultural pursuits, which will be beneficial to future generations

Mr. Mabe reported the following:

- Thanked the Parks and Recreation Department for planting 100 bulbs on the greenway trail near the Warren County Sheriff's Office; the bulbs were provided by the Beautification of Front Royal Committee at no cost to the County

Mrs. Cullers reported the following:

- Congratulated Ms. Logan on her appointment to Deputy County Administrator
- Thanked County staff and crews from the Virginia Department of Transportation on doing a wonderful job with the recent snow event
- The Broadband Committee will meet on Thursday, February 4th at 1:00 PM via Zoom

Dr. Daley reported the following:

- Working primarily on the FY 2021-2022 budget as well as supporting Valley Health and the Lord Fairfax Health District for their COVID-19 vaccination efforts
- The Drug Prevention Committee will meet on Thursday, February 4th at 8:30 AM in the Caucus Room at the Warren County Government Center and via Zoom

Consent Agenda

1. Authorization to Advertise for Public Hearing – Entering into an Option Agreement for the Disposition of Publicly Held Real Property – Jason Ham
2. Authorization to Advertise for Public Hearing – Sale of County-Owned Property Located at the Corner of Route 340/522 and Reliance Road – Doug Parsons
3. Authorization to Advertise for Public Hearing – Ordinance to Amend and Re-Ordain Section 82-4 of the Warren County Code to have Shannon Woods Sanitary District be Authorized to Apply a Construction Road Use Fee – Caitlin Jordan
4. Authorization to Advertise for Public Hearing – Approval of Easement to the Town of Front Royal, Virginia for the Installation of Water Mains – Caitlin Jordan
5. Authorization to Advertise for Public Hearing – Ordinance to Vacate Unimproved Right-of-Ways in the Elias Herr Lots in Limeton – Taryn Logan
6. Coyote Bounty – \$50.00 Each – Animal Control
 - a. Michael Mitchell (1)
 - b. Tyler Poe (2)

On a motion by Mrs. Oates, seconded by Mr. Fox, and by the following vote, the Board of Supervisors approved the Consent Agenda as presented:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

Closed Session – Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act

On a motion by Mrs. Oates, seconded by Mr. Fox, and by the following vote, the Board of Supervisors entered into a closed meeting under the provisions of Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act for consultation with legal counsel pertaining to actual or probable litigation and the provision of legal advice regarding the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the “EDA”), the Town of Front Royal, the *EDA vs. Jennifer McDonald, et al.*, the *Town of Front Royal vs. the EDA, et al.*, and other potential claims and litigation relating to other possible liabilities of the EDA and the recovery of EDA funds and assets:

Carter, Aye; Oates, Aye; Cullers, Aye; Fox, Aye; Mabe, Aye

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors certified to the best of each member’s knowledge only public business matters lawfully exempted from open meeting requirements under Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body:

Mabe, Aye; Fox, Aye; Cullers, Aye; Oates, Aye; Carter, Aye

There were no motions to come out of this closed session.

Adjournment

Mrs. Cullers adjourned the meeting at 12:49 PM.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE February 16, 2021	ITEM H-1	SUBJECT: Amended Agreement for the Use of Federal CARES Coronavirus Relief Funds between the County of Warren and Town of Front Royal (Municipal Utility Relief Program)	PAGE 1 OF 1
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EXPLANATION & SUMMARY:

Amended Summary: The Board of Supervisors approved the Agreement for the Use of Federal CARES Coronavirus Relief Funds between the County of Warren and Town of Front Royal (Municipal Utility Relief Program) on December 14, 2021. Since then, the CARES Municipal Utility Relief Program time period was extended from December 30, 2020 to December 30, 2021. This amended agreement only extends the timeframe involved; no other substantial changes are made to the amended agreement. This will give the Town more time to expend all of the associated funds, and the County more time to close-out the associated funds.

Original Summary: The United States Congress passed, and the President signed the *Coronavirus Aid, Relief and Economic Security Act of 2020* (the "CARES Act"). The CARES Act provides funding for a number of different programs to address the COVID-19 pandemic; and a primary component of the CARES Act is the provision of \$150 billion in assistance to state, local, territorial and tribal governments for the direct impact of the COVID-19 pandemic through the establishment of the Coronavirus Relief Fund ("CRF"). The Town of Front Royal (the "Town") has been notified that it has been awarded CARES Act funds pursuant to an the Appropriation Act mandated State Corporation Commission application process in the amount of \$88,109.00 to assist with municipal utility customer relief for all eligible customers of the Town, and expenditure of the funds is subject to be used only for qualifying expenses as defined by the COVID-19 Municipal Utility Relief Program. As a condition of release of the funds, the County must be the Town's fiscal agent and must agree to return any funds that are not spent in accordance with the CARES Act or if the Town fails to meet certain other requirements, including those related to obtaining and retaining certain records. Accordingly, the County must sign a Certification for Receipt of Coronavirus Relief Fund Payments that so provides, and which also authorizes State Aid intercept of County funds if repayment is required. Because the Town spends the funds but the County is responsible for them, an Agreement has been drafted that requires the Town to indemnify the County if the Town fails to comply with any such requirements.

COST & FINANCING:

There is no cost to the County if the CARES Act and all other applicable rules are complied with.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors of Warren County authorize the execution, delivery and performance of the Amended Agreement for the Use of Federal CARES Coronavirus Relief Funds between the County of Warren and the Town of Front Royal.

SUBMITTED BY: Edwin C. Daley Interim County Administrator	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
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**AMENDED AGREEMENT FOR THE USE OF
FEDERAL CARES CORONAVIRUS RELIEF FUNDS**

THIS AGREEMENT for the Use of Federal Cares Coronavirus Relief Funds (the “Agreement”), made this 8 day of Feb., 2020, by and between the County of Warren, a political subdivision of the Commonwealth of Virginia, (herein after referred to as the “County”) party of the first part, and the Town of Front Royal, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as the “Town”) party of the second part;

WITNESSETH:

WHEREAS, the United States Congress passed, and the President signed the *Coronavirus Aid, Relief and Economic Security (“CARES”) Act of 2020* (the “Act”); and,

WHEREAS, the Act provided funding for a number of different programs to address the COVID-19 pandemic; and,

WHEREAS, a primary component of the Act is the provision of \$150 billion in assistance to state, local, territorial and tribal governments for the direct impact of the COVID-19 pandemic through the establishment of the Coronavirus Relief Fund (“CRF”); and,

WHEREAS, the Town has been notified that it has been awarded federal Coronavirus Aid, relief, and Economic Security Act (CARES Act) funds pursuant to the Appropriation Act mandated State Corporation Commission application process in the amount of \$88,109.00 to assist with municipal utility customer relief for all eligible customers of Town of Front Royal, and

WHEREAS, expenditure of the funds is subject to be used only for qualifying expenses as defined by the COVID-19 Municipal Utility Relief Program, the expenditure of the funds will be audited and any funds expended for purposes other than as provided by the Act will have to be repaid and returned to the Commonwealth of Virginia; and,

WHEREAS, the parties hereto wish to confirm that the expenditure of the funds from CRF is limited to the uses established in the COVID-19 Municipal Utility Relief Program and that the funds distributed to the Town will be subject to refund and return by the Town and not by the County;

**NOW THEREFORE THE PARTIES HERETO DO HEREBY AGREE AS
FOLLOWS:**

- 1) That the County will distribute to the Town the sum of \$88,109.00 from the CRF funds distributed to the County, contingent upon the Town using such funds for expenses that are reimbursable under the COVID-19 Municipal Utility Relief Program, upon the Town providing the Certification for Receipt of Coronavirus Relief Fund Payments document to the County, and that the Town comply with all other applicable laws and County requirements concerning the expenditure of the funds,. County will issue funds to the Town or provide written explanation if funds are not reimbursable, within ten (10) days upon receipt of documentation of expenses.
- 2) That the funds distributed to the Town by the County may only be used for the direct costs associated with the COVID-19 Municipal Utility Relief Program, as those expenses qualify and as defined and limited by the Program. These are specifically limited to costs that:
 - a) assist municipal utility customers experiencing economic hardship due to the COVID-19 pandemic;
 - b) utility customers that attest of the COVID-19 economic hardship
 - c) Arrearages owed by eligible customers owed from March 1, 2020 through December 30, 2020
 - d) funds may only be used to provide direct assistance to customer accounts over 30 days in arrears during the March 1, 2020 through December 30, 2020
 - e) Up to 5% of the allocation may be used for direct administrative costs to support management of relief program.

The Town shall refrain from providing dual benefit to customers who have already received some level of assistance through other existing programs funded by the CARES Act for the same months of arrearages.

- 3) That the Town shall keep, maintain and provide to the County all necessary documentation to ensure compliance with the federal, state and County requirements.
- 4) Except as otherwise provided herein, distribution by the Town is at its sole risk. Except as otherwise provided herein, should the appropriate federal or state authorities determine that the Town improperly expended such funds for purposes that do not qualify under the Act the Town must promptly return and repay the amount of the funds subject to the improper expenditure to the County. The County shall not be required to appeal or contest any determination by the federal or state authorities that such funds were improperly expended, unless the Town requests the County to appeal or contest such determination by the federal or state authorities that such funds were improperly expended, in which case the Town will assume all costs, expenses, and risks of such appeal, and will hold the County harmless from same.
- 5) Should the Town not incur costs for all of the Town's distribution of CRF funds on or before ~~December~~ November 30, 2020¹, the Town shall promptly return such funds to the Commonwealth. The Town shall fully comply with all requirements of the Act and fully cooperate with the County, the Commonwealth of Virginia, and the United States of America in the use of the Town Distribution, including any and all audits.
- 6) Except as otherwise provided herein, the parties agree that the Town shall reimburse the County within ten (10) days of request from the County for any expenditure of funds by the County necessitated by the failure of the Town to fully comply with this Agreement, with the Act, or incurred as a result of an allegation or inquiry by the state or federal government that the Town failed to comply with the Act, including any costs, such as audit fees, attorney's fees, or other expenses and any amounts that the County may be required to refund because of the violation by the Town of the Act or the improper expenditure of the Town Distribution. If

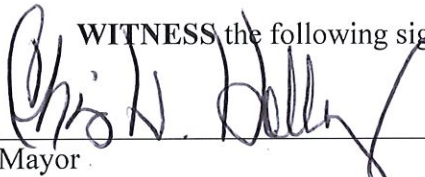
such reimbursement is not provided within ten (10) days of such request, interest at the judgment rate shall be paid by the Town to the County.

- 7) In order to secure repayment of any amounts due hereunder to be reimbursed to the County by the Town, the Town agrees that any amount due hereunder, if not paid within ten (10) days of notification and request to pay, may be withheld by the County from any funds due the Town which passes through the County or the office of the County Treasurer. This may include sales taxes, real estate taxes, personal property taxes, court fines and fees, septage fees, state or federal revenues, or any other funds of any kind or character which the County Treasurer collects on behalf of the Town and remits to the Town, or which the County possesses for any period of time. Furthermore, the Town agrees that any amount due hereunder, if not paid within ten (10) days of notification and request to pay, may be withheld by the County from any funds due the Town from the County under any agreement between the County and the Town now in existence or to be agreed to in the future, including but not limited to all amounts owed under the Amendment to Voluntary Settlement Agreement Between the County of Warren, Virginia, and the Town of Front Royal, Virginia, Regarding the Compromise for Pilot Meals and Lodging Taxes dated April 11, 2018.
- 5) In the event that any State or Federal authority finally determines that the County owes money as a result of actions of the Town in violation of this Agreement, the Town waives its right to and agrees not to assert any defense of statute of limitations, laches or any other time related defense. The parties agree that the remedies provided in this Agreement are not exclusive, and that the County preserves all causes of action against the Town related to the Town Distribution.
- 6) Any dispute concerning the performance or interpretation of this Agreement must be adjudicated in the General District or Circuit Courts of Warren County, Virginia, unless this matter has been removed by the United States of America or the Commonwealth of Virginia to the Federal Courts, in which case the matter may be adjudicated there.
- 7) This Agreement constitutes the entire understanding and agreement among the parties with respect to the matters set forth herein and/or therein and supersedes all

prior or contemporaneous understandings or agreements among the parties with respect to the subject matter hereof, whether oral or written.

- 8) If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement remains in full force and effect. If, however, the provision of the Agreement held invalid, illegal or unenforceable is material to the whole Agreement then the entire Agreement is of no force or effect, unless the parties otherwise unanimously agree in writing.
- 9) This Agreement constitutes a fully negotiated agreement among sophisticated parties, with the assistance of legal counsel, and must not be construed and interpreted for or against any party thereto.

This Agreement has been duly authorized and approved by the Town Council of the Town of Front Royal and the Board of Supervisors of Warren County and the Chairman of the Board and the Mayor of the Town are authorized to execute the same.


WITNESS the following signatures:

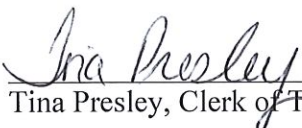
Mayor
Town of Front Royal, Virginia

Chairman
Board of Supervisors of
Warren County, Virginia

[SIGNATURES OF CLERK AND OF COUNSEL NEXT PAGE FOLLOWING]

Attest:

Attest:

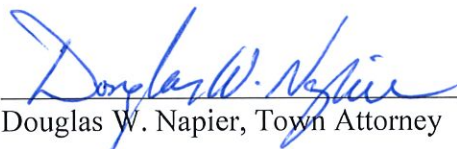


Tina Presley, Clerk of Town Council

Emily Ciarrocchi, Clerk of Board of Supervisors

Approved as to Form:

Approved as to Form:



Douglas W. Napier, Town Attorney

Jason J. Ham, County Attorney



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
February 16, 2021	H-2	Proposed FY 2020-2021 Locality Agreement between Warren County and Virginia Department of Health	

EXPLANATION & SUMMARY:

Please see attached note and proposed FY 2020-2021 Locality Agreement. The proposed agreement reflects an appropriation of \$369,949 in local matching funds as well as \$15,477 in 100% local funds, for a total of \$385,426 for FY 2020-2021, as approved in the current budget. Additionally, on October 6, 2020, the Board approved the Warren County Health Department's carry forward request of \$14,273 in local matching funds from the FY 2020 fund balance to the FY 2021 operating budget, for a total of \$384,222 in matching funds.

COST & FINANCING:

Total appropriation of \$385,426, which is included in the approved budget.

CONSENT AGENDA MOTION:

I move that the Board of Supervisors approve the FY 2020-2021 Locality Agreement between the Virginia Department of Health and the Warren County Board of Supervisors for Funding and Services of the Warren County Health Department, as proposed.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Leigh Ann Sweeney, District Administrator, Lord Fairfax Health District Emily M. Ciarrocchi, Deputy Clerk of the Board		

AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HEALTH AND THE WARREN COUNTY BOARD OF SUPERVISORS FOR FUNDING AND SERVICES OF THE WARREN COUNTY HEALTH DEPARTMENT

This agreement ("Agreement") for the services to be provided by the Warren County Health Department and the funding therefore is by and between the Virginia Department of Health ("VDH") and the Warren County Board of Supervisors (collectively "the Parties").

The Agreement is created in satisfaction of the requirements of § 32.1-31 of the Code of Virginia (1950), as amended, in order to operate the Warren County Health Department under the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows.

§ 1. VDH, over the course of one fiscal year, will pay an amount not to exceed \$495,105.00, from the state general fund to support the cooperative budget in accordance with, and dependent upon, appropriations by the General Assembly, and in like time frame, the Board of Supervisors of Warren County will provide by appropriation and in equal quarterly payments a sum of \$369,949.00 local matching funds and \$15,477.00 one-hundred percent local funds for a total of \$385,426 local funds for this fiscal year.

In addition, the Board of Supervisors has approved the Warren County Health Department to carry forward \$14,273.00 in local matching funds for a total of \$384,222.00 matching funds and an additional \$0.00 in one-hundred percent local funds from the prior fiscal year closing locality balance.

These joint funds will be distributed in timely installments, as services are rendered in the operation of the Warren County Health Department, which shall perform public health services in Warren County as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on the third Monday of each fiscal quarter.

§ 2. The term of the agreement begins July 1, 2020. This Agreement will be automatically extended on a state fiscal year to year renewal basis under the existing terms and conditions of the Agreement unless timely written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective.

§ 3. The Commonwealth of Virginia ("Commonwealth") and VDH shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.

- A. The responsibility of the Commonwealth and VDH to provide liability insurance coverage shall be limited to and governed by the Commonwealth of Virginia Public Liability Risk Management Plan, established under § 2.2-1837 of the Code of Virginia (1950), as amended. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code of Virginia (1950), as amended, or under a policy procured by the locality.
- B. The Commonwealth and VDH will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and

conditions of the Commonwealth of Virginia Public Liability Risk Management Plan.

- C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia (1950), as amended, when performed by a state employee, are herewith expressly exempted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Commonwealth of Virginia Public Liability Risk Management Plan , the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia (1950), as amended, and the Commonwealth of Virginia Public Liability Risk Management Plan , the legal representation of said employee by the city or county attorney, and, the Board of Supervisors of Warren County hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.
- D. In no event shall the Commonwealth or VDH be responsible for providing legal defense or insurance coverage for local government employees.

§ 4. Title to equipment purchased with funds appropriated by the local government and transferred to the Commonwealth, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.

§ 5. This Agreement may only be amended or otherwise modified by an instrument in writing signed by the Parties.

Robert W. Hicks
Deputy Commissioner for Community Health Services
Virginia Department of Health

Local authorizing officer signature

Date

Authorizing officer printed name

Colin M. Greene, MD
District Health Director
Lord Fairfax Health District

Authorizing officer title

Date

Date

Approved as to form by the Office of the Attorney General on July 23, 2018

Attachments: Local Government Agreement, Attachment A(1.)

Local Government Agreement, Attachment A(2.)

WARREN COUNTY LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

FIPS: 187

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT (32.1-11)

For Each Service Provided, Check Block for Highest Income Level Served			
COLLABORATIVE COMMUNITY HEALTH IMPROVEMENT PROCESS	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Assure that ongoing collaborative community health assessment and strategic health improvement planning processes are established. To include public health, health care systems and community partners. As provided for in §32.1-122.03 Code Link- 32.1-122.03 ; State Health Plan Link Virginia Plan for Well-Being 2016-2020			X
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Immunization of patients against certain diseases, including Childhood Immunizations As provided for in 32.1-46 Code Link- 32.1-46			X
Sexually transmitted disease screening, diagnosis, treatment, and surveillance 32.1-57, Districts may provide counseling Code Link- 32.1-57			X
Surveillance and investigation of disease 32.1-35 and 32.1-39 Code Links- 32.1-35 , 32.1-39 , 32.1-43			X
HIV/AIDS surveillance, investigation, and sero prevalence survey 32.1-36, 32.1-36.1, 32.1-39 Code Links- 32.1-36 , 32.1-36.1 , 32.1-39			X
Tuberculosis control screening, diagnosis, treatment, and surveillance 32.1-49, 32.1-50.1, and 32.1-54 Code Links- 32.1-49 , 32.1-50 , 32.1-50.1			X
FAMILY PLANING SERVICES	Income A only	Defined by Federal Regulations	All
Clinic services including drugs and Contraceptive supplies Family Planning Population Research Act of 1970, Title X Code Link- 32.1-77 , 42 U.S.C 300 et seq., and 42 CFR Part 59		X	
Pregnancy testing and counseling Family Planning Population Research Act of 1970, Title X Code Link- 32.1-77 , 42 U.S.C. 300 et seq., and 42 CFR Part 59\		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT (32.1-11)

CHILD HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Children Specialty Services; diagnosis, treatment, follow-up, and parent teaching 32.1-77, 32.1-89 and 32.1-90 Code Links- <u>32.1-77</u> , <u>32.1-89</u> , <u>32.1-90</u>			X
Screening for genetic traits and inborn errors of metabolism, and provision of dietary supplements Code Links- <u>32.1-65</u> , <u>32.1-67</u> , <u>32.1-68</u>			X
Well child care up to age <u>19</u> Board of Health Code Link- <u>32.1-77</u>			X
WIC : Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link-42 U.S.C. § 1786; 7 C.F.R. Part 26		X	
EPSDT: DMAS MOA Social Security Act section 1905(r) (5) Code Link- <u>32.1-11</u>			
Blood lead level testing Code Link- <u>32.1-46.1</u> , <u>32.1-46.2</u>			X
Outreach, Patient and Community Health Education Code Link- <u>32.1-11</u> , <u>32.1-11.3</u> ,			X
Community Education Code Link- <u>32.1-11</u> , <u>32.1-23</u>			X
Pre-school Physicals for school entry Code Link- <u>22.1-270</u>			X
Services for Children with Special health care needs Title V, Social Security Act Code Link- <u>32.1-77</u>			X
Child restraints in motor vehicles Code Link- <u>46.2-1095</u> , <u>46.2-1097</u>		X	
Babycare, Child : DMAS MOA		X	
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Prenatal and post partum care for low risk and intermediate risk women, Title V, Social Security Act Code Link- <u>32.1-77</u>		X	
Babycare, Maternal : DMAS MOA		X	
WIC: Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C §1786 and 7CFR Part 26		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulation of the Board of Health and/or VDH agreements with other state or federal agencies and VDH policies. Data regarding the below services shall be entered in, or exported to, the statewide environmental health database for all available data fields. Local health department staff shall be responsible for responding to all complaints, constituent responses, media inquiries, and Freedom of Information Act request related to the following services.	
Investigation of communicable diseases: Pursuant to §§ 32.1-35 and 32.1-39 of the Code of the Code of Virginia, the local health director and local staff are responsible for investigating any outbreak or unusual occurrence of a preventable disease that the Board of Health requires to be reported. Code Links-<u>32.1-35, 32.1-39</u>	X
Marinas: Pursuant to § 32.1-246 of the Code of Virginia, local health department staff are responsible for permitting marinas and other places where boats are moored and is responsible for inspecting them to ensure that their sanitary fixtures and sewage disposal facilities are in compliance with the Marina Regulations (12VAC5-570-10 et seq.) Code Link-<u>32.1-246</u>	
Migrant labor camps: Pursuant to §§ 32.1-203-32.1-211 of the Code of Virginia, local health departments are responsible for issuing, denying, suspending and revoking permits to operate migrant labor camps. Local health departments also must inspect migrant labor camps and ensure that the construction, operation and maintenance of such camps are in compliance with the Rules and Regulations Governing Migrant Labor Camps (12VAC5-501-10 et seq.). Code Links-<u>32.1 Chapter 6 Article 6</u>	X
Milk: Pursuant to §§ 3.2-5206, 3.2-5208 of the Code of Virginia and the agency's MOA with VDACS, the local health department is responsible for issuing, denying, suspending and revoking permits for Grade "A" milk processing plants which offer milk and or milk products for sale in Virginia. Local health departments are also responsible for the inspection of Grade "A" milk plants for compliance with the Regulations Governing Grade "A" Milk (2VAC5-490-10). Code Links- <u>3.2-5206, 3.2-5208</u>	
Alternative discharging sewage systems: Pursuant to § 32.1-164(A) of the Code of Virginia, local health departments are responsible for issuing, denying and revoking construction and operation permits for alternative discharging systems serving individual family dwellings with flows less than or equal to 1,000 gallons per day on a monthly average. Local health departments are also required to conduct regular inspections of alternative discharging systems in order to ensure that their construction and operation are in compliance with the Alternative Discharging Sewage Treatment Regulations for Individual Family Dwellings (12VAC5-640-10 et seq.). Code Link-<u>32.1-164</u>	X
Onsite sewage systems: Pursuant to § 32.1-163 et seq. of the Code of Virginia, local health department staff is responsible for reviewing and processing site evaluations and designs of onsite sewage systems in accordance with applicable state regulations and may perform such evaluations and designs as allowed. Local health department staff is also responsible for issuing, denying and revoking construction and operation permits for conventional and alternative onsite sewage systems. Local health department staff are responsible for assuring that onsite sewage systems are inspected at time of construction for compliance with the Sewage Handling and Disposal Regulations (12VAC5-610-20 et seq.; "SHDR") and the Alternative Onsite Sewage System Regulations (12VAC5-613-10 et seq.; "AOSS Regulations"); local health department staff may perform such inspections as required. Local health department staff is also responsible for assuring the performance, operation, and maintenance of onsite sewage systems are in compliance with the SHDR and AOSS Regulations. Code Link-<u>32.1-163</u>	X
Rabies: Pursuant to § 3.2-6500 et seq. of the Code of Virginia, the local health department is responsible for investigating complaints and reports of suspected rabid animals exposing a person, companion animal, or livestock to rabies. Code Link- <u>3.2-6500</u>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

Restaurants/eating establishments: Pursuant to § 35.1-14 of the Code of Virginia, local health departments are responsible for issuing, denying, renewing, revoking and suspending permits to operate food establishments. In addition, local health departments are required to conduct at least one annual inspection of each food establishment to ensure compliance with the requirements of the Food Regulations (12VAC5-421-10 et seq.). These regulations include requirements and standards for the safe preparation, handling, protection, and preservation of food; the sanitary maintenance and use of equipment and physical facilities; the safe and sanitary supply of water and disposal of waste and employee hygiene standards. Code Link- <u>35.1-14</u>	X
Hotels/Motels: In accordance with § 35.1-13 of the Code of Virginia, local health department staff is responsible for issuing, denying, revoking and suspending permits to operate hotels. The local health department is responsible for conducting inspections of hotels to ensure compliance with the Hotel Regulations (12VAC5-431-10 et seq.). These regulations include requirements and standards for physical plant sanitation; safe and sanitary housekeeping and maintenance practices; safe and sanitary water supply and sewage disposal and vector and pest control. Code Link-<u>35.1-13</u>	X
Wells: Pursuant to § 32.1-176.4, and the resulting authority provided by the Board, local health departments are responsible for issuing, denying and revoking construction permits and inspection statements for private wells. Local health departments are also responsible for inspecting private wells to ensure that their construction and location are in compliance with the Private Well Regulations. (12VAC5-630-10 et seq.) Code Link-<u>32.1-176.4</u>	X
Homes for adults: The local health department, at the request of the Department of Social Services (DSS), will inspect DSS-permitted homes for adults to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))	X
Juvenile Justice Institutions: Pursuant to § 35.1-23 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of juvenile justice institutions in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-<u>35.1-23</u>	X
Jail inspections: Pursuant to § 53.1-68 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of correction facilities in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-<u>53.1-68</u>	X
Daycare centers: At the request of DSS will inspect DSS-permitted daycare centers to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))	X
Radon Pursuant to § 32.1-229, local health department may assist VDH Central Office with Radon testing and analysis. Code Link-<u>32.1-229</u>.	X
Summer camps/ Campgrounds: Pursuant to §§ 35.1-16 and 35.1-17 of the Code of Virginia and the corresponding regulations, local health departments are responsible for issuing, denying, and revoking permits to operate summer camps and campgrounds. The local health department is responsible for conducting inspections of summer camps and campgrounds not less than annually to ensure that their construction, operation and maintenance are in compliance with the Regulations for Summer Camps (12VAC5-440-10 et seq.) and the Rules and Regulations Governing Campgrounds (12VAC5-450-10 et seq.). Code Links-<u>35.1-16</u>, <u>35.1-17</u>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OTHER PUBLIC HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulations of the Board of Health and/or the policies and procedures of the State Department of Health	
Pre-Admission Screenings (PAS) DMAS MOA Code Link- <u>32.1-330</u>	X
Comprehensive Services Act Community Policy and Management Teams (CPMT) 2.2-5201-2.2-5211 Code Link- <u>2.2-5201</u> , <u>2.2-5211</u>	X
Interagency Coordinating Council (Infants/Toddlers) Early Intervention Services Code Link- <u>2.2-5305</u> , <u>2.2-5306</u>	
Vital Records Code Link- <u>32.1-254</u> , <u>32.1-255</u> , <u>32.1-272</u>	X
Immunizations for maternity and post-partum patients Code Link- <u>32.1-11</u> , <u>32.1-325</u> , <u>54.1-3408</u> .	X
AIDS Drug Assistance Program (ADAP) Code Link- <u>32.1-11</u> ,	X
Emergency Preparedness and Response Code Link- <u>32.1-42</u> , <u>32.1-43 et seq.</u> , <u>32.1-229</u> ,	X
HIV Counseling, Testing and Referral Code Link- <u>32.1-37.2</u>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All
Foreign Travel Immunizations			X
Other:			
CHILD HEALTH SERVICES			
Disabled disability Waiver Screenings DMAS MOA Code Link-32.1-330Other:			
Other: Community Education			X
Other: EDCD Waiver			X
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Other: Community Education			X
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Nutrition Education		X	
Preventive Health Services		X	
Pre-Conception Health Care		X	
Other: Community Education			X
MEDICAL SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
Community Education			X
Pharmacy services-Alternate Drug Delivery Site			X
Hypertension screening, referral, and counseling			X
Other			

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served

SPECIALTY CLINIC SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
N/A			
DENTAL HEALTH SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
WIC Dental Varnish		X	

**PUBLIC HEALTH ENVIRONMENTAL SERVICES PROVIDED
UNDER LOCAL ORDINANCE OR CONTRACT**

[illegible]



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
February 16, 2021	H-4	Purchase of Kubota M5-111 4X4 Tractor with Loader - Shenandoah Farms Sanitary District	

EXPLANATION & SUMMARY:

A tractor with front end loader or similar piece of equipment is routinely used by staff to perform various maintenance operations within the Sanitary District. For snow removal purposes, adequate down pressure is needed to clear ice from ice/snow packed roads. Staff has been utilizing the Solid Waste 110 hp tractor during significant winter storms. This week, the Solid Waste tractor's clutch went out and we will not be able to utilize it for service if necessary. 4x4 trucks with plows are used for plowing but upon roads becoming snow/ice packed, staff is unable to clear the roads with 4x4 trucks. The tractor will also be used for loading abrasives, routine maintenance and drainage work daily.

Staff received four (4) estimates for similar equipment (delivered):

John Deere 5100E	(eVA - Virginia State Contract)	\$63,744.79
New Holland Workmaster 105	(eVA - Virginia State Contract)	\$59,947.00
Kubota M5-091HD	(Woodstock Equip. - Sale Price, non-contract)	\$57,480.00
Kubota M5-111	(Winchester Equip., Sourcewell Coop. Agreement)	\$57,123.44

The Sourcewell Cooperative agreement price of \$57,123.44, was found to be the lowest cost option, lower than Virginia State Contract cost and sales price of similar equipment (the M5-091HD was less horse power). The purchase if approved will be made at Winchester Equipment, Sourcewell Vendor for Kubota equipment.

COST & FINANCING:

\$57,123.44 total cost. NO additional line item funding will be requested at this time. Current year SFSD budget funding and SFSD Special Projects funding designated will be used. The purchase has been reviewed with POSF representatives.

PROPOSED MOTION(S):

I move the Board of Supervisors approve the purchase of one (1) Kubota M5-111 4X4 Tractor with loader from Winchester Equipment using the Sourcewell Cooperative agreement, at a cost of \$57,123.44.

OR,

I move that the Board of Supervisors deny this request at this time.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Michael D. Coffelt Sanitary District Manager 		



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
February 16, 2021	H-5	Purchase of Kubota M5-111 4X4 Tractor with Loader - Warren County Public Works	

EXPLANATION & SUMMARY:

A tractor with front end loader or similar piece of equipment is routinely used by staff to perform various maintenance operations within the following Sanitary Districts; Lake Front Royal SD, Linden Heights SD, Osprey Ln. SD, Wildcat Drive SD and Shannon Woods SD. For FY 20-21, funding for the purchase of an additional tractor was included in the Public Works budget. Public Works staff has increased from maintaining two (2) Sanitary Districts in 2017 to now performing maintenance in five (5) Sanitary Districts and additionally supporting Shenandoah Farms SD when requested.

For snow removal purposes, adequate down pressure is needed to clear ice from ice/snow packed roads. 4x4 trucks with plows are used for plowing but upon roads becoming snow/ice packed, staff is unable to clear the roads with 4x4 trucks. The tractor will also be used for loading abrasives, routine maintenance and drainage work daily. Additionally, it is anticipated this equipment will be used with new General Service functions received.

Staff received four (4) estimates for similar equipment (delivered):

John Deere 5100E	(eVA - Virginia State Contract)	\$63,744.79
New Holland Workmaster 105	(eVA - Virginia State Contract)	\$59,947.00
Kubota M5-091HD	(Woodstock Equip. - Sale Price, non-contract)	\$57,480.00
Kubota M5-111	(Winchester Equip., Sourcewell Coop. Agreement)	\$57,123.44

The Sourcewell Cooperative agreement price of \$57,123.44, was found to be the lowest cost option, lower than Virginia State Contract cost and sales price of similar equipment (the M5-091HD was less horse power). The purchase if approved will be made at Winchester Equipment, Sourcewell Vendor for Kubota equipment.

COST & FINANCING:

\$57,123.44 total cost. Current fiscal year, Public Works Budget 41010, line item funding and Public Works Special Projects funding designated for this equipment purchase will be used.

PROPOSED MOTION(S):

I move the Board of Supervisors approve the purchase of one (1) Kubota M5-111 4X4 Tractor with loader from Winchester Equipment using the Sourcewell Cooperative agreement, at a cost of \$57,123.44.

OR,

I move that the Board of Supervisors deny this request at this time.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Michael D. Coffelt Sanitary District Manager 		



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
2/16/2021	H-6	Conditional Use Permit: #84-03-01 Shenandoah Valley Golf Club Authorized Use: Golf Course and Related Facilities <i>Modification to add use for Canoe, Kayak and Tubing Rentals and Transport Service</i>	1 of 1

EXPLANATION & SUMMARY:

Shenandoah Valley Golf Club was originally issued a CUP #84-03-01 for a (commercial) guesthouse. The golf course was constructed in 1963 prior to the County's adoption of their zoning ordinance in 1973 so was determined to be "grandfathered". In September 1999 the golf club owners requested a modification to the existing CUP to renovate and expand their banquet hall kitchen, restroom facilities, clubhouse cart barn, maintenance building and golf course and for change of use for the guesthouse to a three-bedroom Bed & Breakfast for lodging.

At this time the current owner Richard L. Runyon Jr. is requesting to add canoe, kayak and tubing rentals in order to diversify the services and outdoor recreational activities the Shenandoah Valley Golf Club has to offer to both tourists and to residents of Warren County. The golf club will offer canoe transport services to Morgan Ford Bridge and Farms Riverview Road boat landings and Berry's Boat Ramp off Rt. 50 in Clarke County. The existing barn will be used to store and maintain their inventory and their hard-surfaced parking lot has sufficient overflow areas to accommodate the additional use.

The property is located at 134 Golf Club Circle and identified on tax map #13, as parcel 47 is zoned Agricultural (A) and in the Shenandoah Magisterial District. Warren County Code Section 180-21(D)(2) identifies "Canoeing, boating, and fishing equipment rental and sales" as a use allowed by conditional use permit. See attached correspondence.

Section 180-63 of the Warren County Zoning Ordinance states that the Board of Supervisors may modify previously imposed conditions or permitted uses on conditional use permits. No material changes in permit conditions or uses shall be approved until a public hearing is held on the proposal. Such hearing shall be advertised and adjacent property owners notified. A material change is defined as any change which could reasonably be expected to result in a substantial change in the appearance, operation or general character of the permitted use or its effects upon other persons or properties.

If the Board of Supervisors determines that the proposed change in permitted use is of such a nature that it should appropriately be treated as a new application, the request will be returned to the applicant for submission to the county as a new application.

It is staff's opinion the request is not of such a nature that it should be treated as a new application. It is staff's opinion that the request is a "material change" as defined in Section 180-63(G) and should require a public hearing to be held by the Board of Supervisors.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the request for advertisement for a public hearing for the proposed modification to CUP #84-93-01 Shenandoah Valley Golf Club to add the use for Canoe, Kayak, Tubing Rentals and Transport Service to the existing uses on the permit.

SUBMITTED BY:	DISPOSITION OF BOARD:	PROCESSED BY:
Matt Wendling, CFM Planner II <i>MW</i>	☐ APPROVED ☐ OTHER (Describe)	



134 Golf Club Circle, Front Royal, VA 22630
www.shenandoahvalleygolfclub.com

Board of Supervisors
Warren County, Virginia

February 5, 2021

To Whom It May Concern:

Although the purpose of this letter is to review our request for modifications to our conditional use permit #84-03-01, I would first like to take this opportunity to familiarize those Board members that may be unacquainted with the Shenandoah Valley Golf Club's history.

The Shenandoah Valley Golf Club was established as the first 18-hole golf club in Warren County in 1963. Our club was expanded to include 27 holes in 1968 and renovated to its current status in 1982. Over the years, Virginia has become one of the leading golf destinations, and the Shenandoah Valley Golf Club is considered one of the top clubs in the state, hosting State and Junior championships. Shenandoah Valley Golf Club is known as one of the leading golf courses in the Mid-Atlantic region.

We employ over 25 full-time and full-time equivalent employees with approximately an additional 35 part-time and seasonal employees, with a total payroll of approximately \$700,000 and total annual sales of approximately \$2,000,000 plus.

With the increased need for outdoor recreation and the close proximity of numerous boat landings, Shenandoah Valley Golf Club would like to offer Canoe, Kayak, and Tubing excursions to our area.

Our primary launch and pickup sites will be Morgan Ford Bridge (Low water bridge), Farms Riverview Road Boat Ramp and Berry's Boat Ramp on Route 50.

Trips will be done by reservations utilizing our existing staff to process reservations, payments, and transportation. We will be hiring 4-6 new employees to help with the transport and care of the inventory. The existing barn on the premises will be used to house and repair the canoes, kayaks, and tubes. Our parking lot, of 200 plus spaces, will more than adequately accommodate without having to do additional construction. This will allow minimal impact to our community and will bring additional needed revenue to our area (i.e., tourism, gas stations, lodging, restaurants).

Therefore, the Shenandoah Valley Golf Club formally requests a modification of its conditional use permit #84-03-01 to include:

- Existing 27-hole golf course and related facilities
- Existing banquet hall, kitchen and restroom facilities that conform to the current ADA laws.
- Existing Lodging
- Existing maintenance building and facilities
- Existing Barn for usage of Canoes, Kayaks, and Tube rentals

Because there has been no significant change in either the mission of the Club or the use of the facilities, we respectfully request that such a modification of the earlier conditional use permit be approved.

We appreciate your consideration of this matter and look forward to your prompt response.

Sincerely,

Richard L. Runyon Jr.
General Manager/Owner
Shenandoah Valley Golf Club

RECEIVED

FEB 05 2021

WARREN COUNTY
PLANNING DEPARTMENT

Matt Wendling

From: David Beahm
Sent: Thursday, February 11, 2021 10:55 AM
To: Matt Wendling
Cc: Paula Fristoe; Natalie Lentz
Subject: Request for Comments - Modification to Conditional Use Permit #84-03-01 - Shenandoah Valley Golf Club - Add Use for Canoe, Kayak, and Tubing Rentals and Transportation Service
Attachments: 2021.02.10_RFC_ModificationCUP84-03-01.pdf

Comments - Modification to Conditional Use Permit #84-03-01 - Shenandoah Valley Golf Club - Add Use for Canoe, Kayak, and Tubing Rentals and Transportation Service:

- Erosion and Sediment Control (ESC) Items:
 - No land disturbance is indicated within the application.
- Building Inspections Items:
 - Further information would be required to be submitted to ensure that the "existing barn" to be used for "repair" would not require modifications to be completed to meet the building code.

If anything should change in the scope additional requirements may be required.

Respectfully,



Warren County Building Inspections



David C. Beahm, CBO
Building Official

dbeahm@warrencountyva.net

www.warrencountyva.net

220 North Commerce /

Sui
Front Royal, VA

540/636
FAX 540/636

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.



COUNTY OF WARREN

County Administrator's Office

Warren County Courthouse
P.O. Box 908
Front Royal, Virginia 22630
(540) 636-4600
FAX (540) 636-6066

R. Edward Duncan
County Administrator

CONDITIONAL USE PERMIT

BOARD OF SUPERVISORS

CHAIRMAN
James McManaway
*Shenandoah
District*

VICE-CHAIRMAN
Matthew Tederick
Fork District

B. K. Haynes, Jr.
*North River
District*

James Jacobson
*Happy Creek
District*

Stuart Rudacille
*South River
District*

NAME: Shenandoah Valley Golf Club

ADDRESS: 134 Golf Club Circle, Front Royal, Virginia 22630

PROPERTY DESCRIPTION: Located in the Shenandoah District, identified on Tax Map 13 as Parcel 47; and is zoned Agricultural (A).

AUTHORIZED USE: 27 hole golf course and related facilities

- CONDITIONS:**
1. List of permitted uses to include: 27 hole golf course and related facilities (clubhouse, car sheds) and a three room bed-and-breakfast.
 2. Applicant shall comply with all VDOT and Health Department requirements and regulations.

DATE PERMIT EXPIRES: N/A

DATE APPROVED BY BOARD OF SUPERVISORS: May 15, 1984

DATE MODIFIED BY BOARD OF SUPERVISORS: September 7, 1999


R. EDWARD DUNCAN
COUNTY ADMINISTRATOR

cc: Commissioner of Revenue
Planning Director
Zoning Administrator

27 HOLE GOLF COURSE
TEE ROOM
GOLF SHOP
FAIRVIEW HOUSE CIRCA 1785
BED & BREAKFAST
CONFERENCE CENTER
RECEPTION & BANQUET ROOM



RECEIVED

134 GOLF CLUB CIR
FRONT ROYAL, VA 22630
FAX: (540)636-7280
TELEPHONE: (540)635-1588
PLANNING & ZONING DEPARTMENT
RESERVATIONS REQUESTED

Board of Supervisors
Warren County, Virginia

To Whom It May Concern:

Although the purpose of this letter is to review our request for modifications to our conditional use permit #84-03-01, I would first like to take this opportunity to familiarize those Board members that may be unacquainted with the Shenandoah Valley Golf Club's history.

The Shenandoah Valley Golf Club was established as an 18 hole golf club near Front Royal, in 1963. Our club was expanded to include 27 holes in 1968 and renovated to its current status in 1982. Over the years, Virginia has become one of the leading golf destinations, and the Shenandoah Valley Golf Club is considered one of the top clubs in the state, hosting State Junior championships and Kemper Open qualifiers.

We employ over 30 full-time employees and 20 part-time employees, with a total payroll of approximately \$400,000 and total annual sales of approximately \$2,000,000.

In 1984, the Shenandoah Valley Golf Club applied for and received a conditional use permit to operate a Guest House facility in the historic orchard house now known as Fairview House.

In view of the fact that "urban sprawl" continues to increase the area's population and the popularity of the sport of golf is on the rise, the demands on our club have increased significantly. The escalating numbers of large group "Golf Outings" are contributing considerably to the food and beverage service requirements of the club.

However, it is the number of events including, but not limited to, wedding receptions, local fundraising dinners, and local business dinner functions, that is over taxing our food and beverage services facilities.

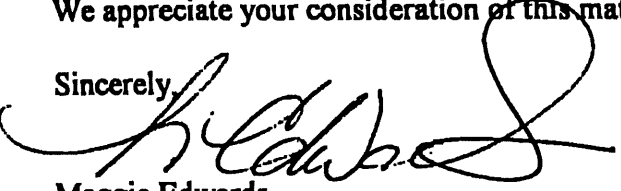
Therefore, the Shenandoah Valley Golf Club formally requests a modification of its conditional use permit #84-03-01 to include:

- > existing 27 hole golf course and related facilities
- > expansion of the banquet hall kitchen
- > modification of the banquet hall restroom facilities to conform to current ADA laws
- > upgrading of clubhouse cart barn, maintenance building and golf course as needed.

Because there has been no significant change in either the mission of the Club or the use of the facilities, we respectfully request that such a modification of the earlier conditional use permit be approved.

We appreciate your consideration of this matter and look forward to your prompt response.

Sincerely,


Maggie Edwards
Director of Food and Beverage



COUNTY OF WARREN

P.O. BOX 908
FRONT ROYAL, VIRGINIA 22630
(703) 636-9973

BOARD OF SUPERVISORS

ROBERT F. LOONEY
Chairman

BERNARD L. STOKES
Vice-Chairman

STAIGE F. MILLER
LYNWOOD L. MORRISON
STUART L. RUDACILLE

J. RONALD GEORGE
County Administrator

CONDITIONAL USE PERMIT

NAME Shenandoah Valley Golf Club

ADDRESS (134 GOLF CLUB CIRCLE)
Route 2, Box 1240 Front Royal, VA 22630

PROPERTY DESCRIPTION: Located in the Shenandoah Magisterial District
Zoning Map No. 13, Parcel 47

AUTHORIZED USE: Guest House

CONDITIONS: not applicable

DATE PERMIT EXPIRES (not applicable)

DATE APPROVED BY BOARD OF SUPERVISORS May 15, 1984


J. RONALD GEORGE
COUNTY ADMINISTRATOR



Barn

Club House



Club House

Barn

Maintenance building



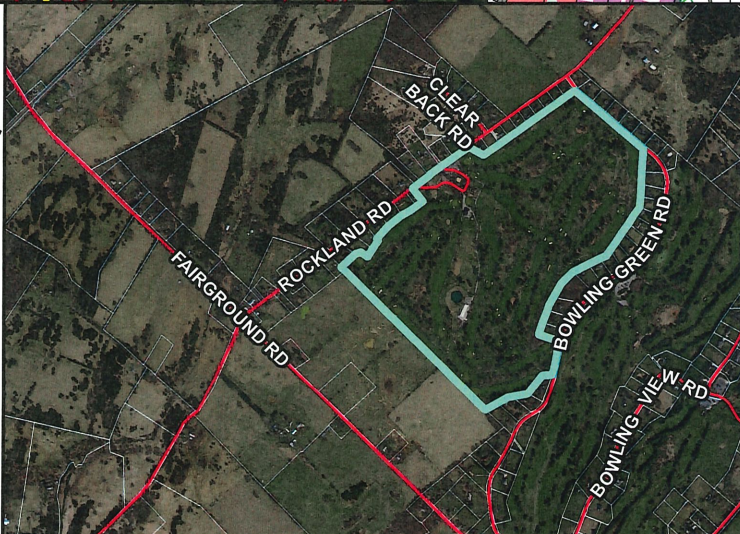
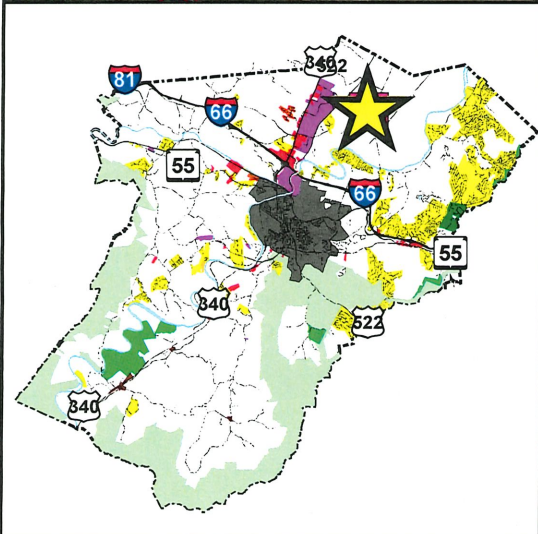
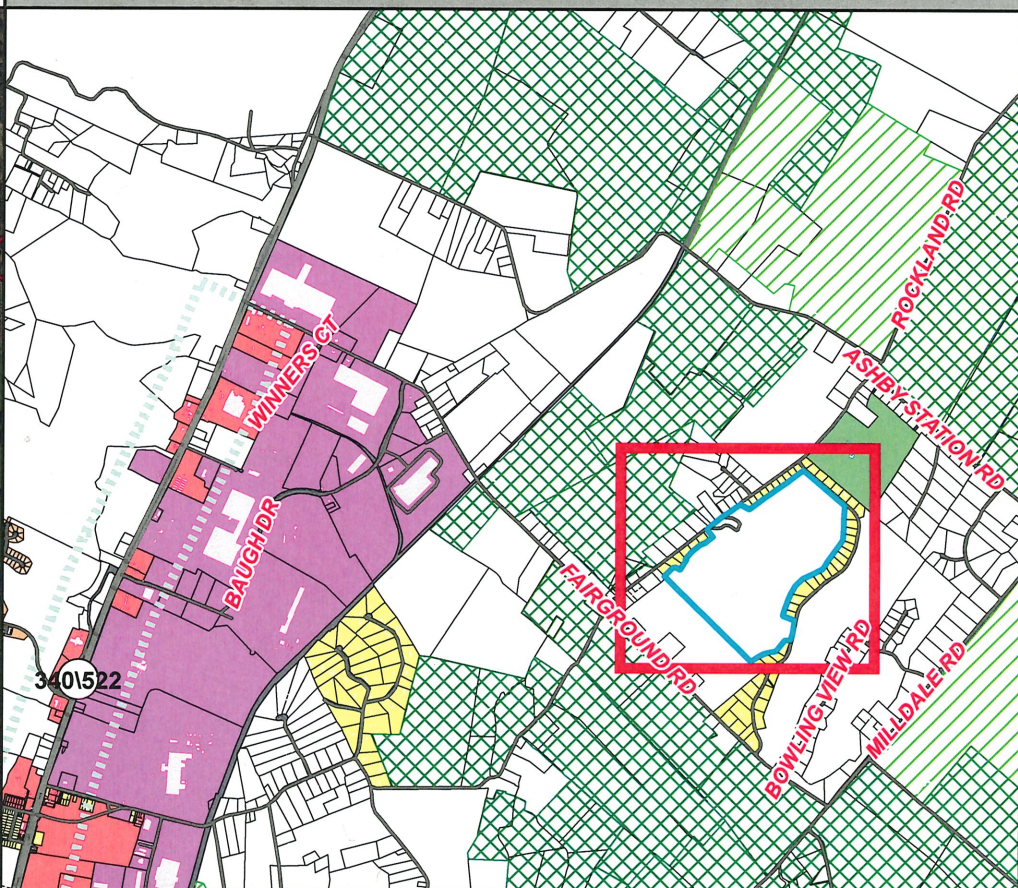
Warren County VA

CUP Location Map



CUP: Modification; Canoe Livery
Applicant: Shenandoah Valley Golf Club

TM 13-----47
134 Golf Club Circle



Zoning

Agricultural	Rural Residential
Commercial	Right of Way
Industrial	Front Royal
Residential One	Federal Land
Residential Two	State Land
Suburban Residential	Water
Village Residential	VOF Conservation Easements
	WC Conservation Easements

Map produced by
Warren County GIS 2021
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
2/16/2021	H-7	Conditional Use Permit #2021-01-01 Justin & Felicia Katzovitz <i>Short-Term Tourist Rental</i>	1 of 2

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

- (1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.
- (2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.
- (4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.
- (5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.
- (6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:
 - (a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
 - (b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
 - (c) Provide for adequate parking and ingress and egress to public streets or roads.
 - (d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
 - (e) Prevent such use from changing the character and established pattern of development of the community.

Planning Commission Move to Approve:

The Planning Commission will be holding their public hearing on the application on March 10th and their recommendation will be forwarded to the Board prior to the March 16th public hearing. Staff will be recommending the following conditions:

1. The applicants shall comply with all Warren County Health Department requirements and regulations and the maximum number of occupants shall not exceed six (6) as determined according to the Health Department operational permit for a three (3) bedroom dwelling.
2. The applicants shall have the well water tested annually for e-coli and L-coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments by the end of the calendar year.

BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed conditional use permit request for a Short-term Tourist Rental for advertisement of a public hearing.

SUBMITTED BY:

Matt Wendling, CFM
Planner II *(Signature)*

DISPOSITION OF BOARD:

☐ **APPROVED** ☐ **OTHER (Describe)**

PROCESSED BY:



Conditional Use Permit: 2021-01-01 Short-Term Tourist Rental
Justin & Felicia Katzovitz, Current Owner/Applicant
Staff Report for the Planning Commission and Board of Supervisors
Prepared: December 9th, 2020 Revised:
Staff Contact: Matt Wendling, Planner II/County Floodplain Manager

SUMMARY OF REQUEST

This property was recently purchased by the applicants who bought the property as a second home for use as a vacation residence for their own use and a possibly as a short-term tourist rental. They are requesting this permit in order to offset the costs of the property such as mortgage, insurance and maintenance. They mention in their statement of justification they plan to market the property to tourists looking for access to outdoor recreational activities. This property has direct access to Liberty Hall Road (Route #622) which is a state road and is not in a POA or HOA. This portion of the state road is gravel but maintained by VDOT to just past the subject property. This short-term tourist dwelling meets the setback requirements to the closest adjacent single family dwelling which is 188' to the west and that dwelling is abandoned and the property is for sale.

PROPERTY INFORMATION

Property Location: 1253 Liberty Hall Rd.	Town/Village: Browntown
Tax Map ID: #44 Parcel 70B	Zoning: Agricultural (A)
Magisterial District: South River	Acres: 2.05
Subdivision: N/A	Existing Land Use: Single Family Dwelling
Special Flood Hazard Area: Non-Floodzone X	

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)	Use: Dwelling with Woodlands
South: Agricultural (A)	Use: Dwelling with Pastures
East: Agricultural (A)	Use: Vacant Lot with Woodlands
West: Agricultural (A)	Use: Dwelling with Woodlands

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural (A) zoning district and has no zoning violations attributed to this owner, previous zoning violations have been resolved.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agricultural land uses which allows for a Short-Term Tourist Rental by conditional use permit with the current Warren County Zoning Ordinance Section §180-21. Short-Term Tourist Rentals provide transient lodging taxes to the County and are typically used by tourists visiting the area. This use complies with Chapter 6: Economic Development chapter; Goal V and the promotion of tourism objectives of the comprehensive plan.

DEFINITION:

A Short-Term Tourist Rental is defined by the Warren County Zoning Ordinance as, "A single-family dwelling not attached to any other dwelling by any means and located on an individual lot that is rented for compensation for periods of less than 30 days. See § [180-56.4](#) for supplementary regulations pertaining to short-term tourist rentals."

SUPPLEMENTARY REGULATIONS FOR SHORT-TERM TOURIST RENTAL (Section 180-56.4 of the Warren County Zoning Ordinance):

Attached is the Short Term Tourist Rental Checklist with items relating to CUP application, outside agency comments, public hearing notification and a draft of the Property Management Plan with property owner and local property management contact information.

RECOMMENDED CONDITIONS:

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

Staff recommends that, if the Planning Commission recommends approval of this application, the following conditions should be applied:

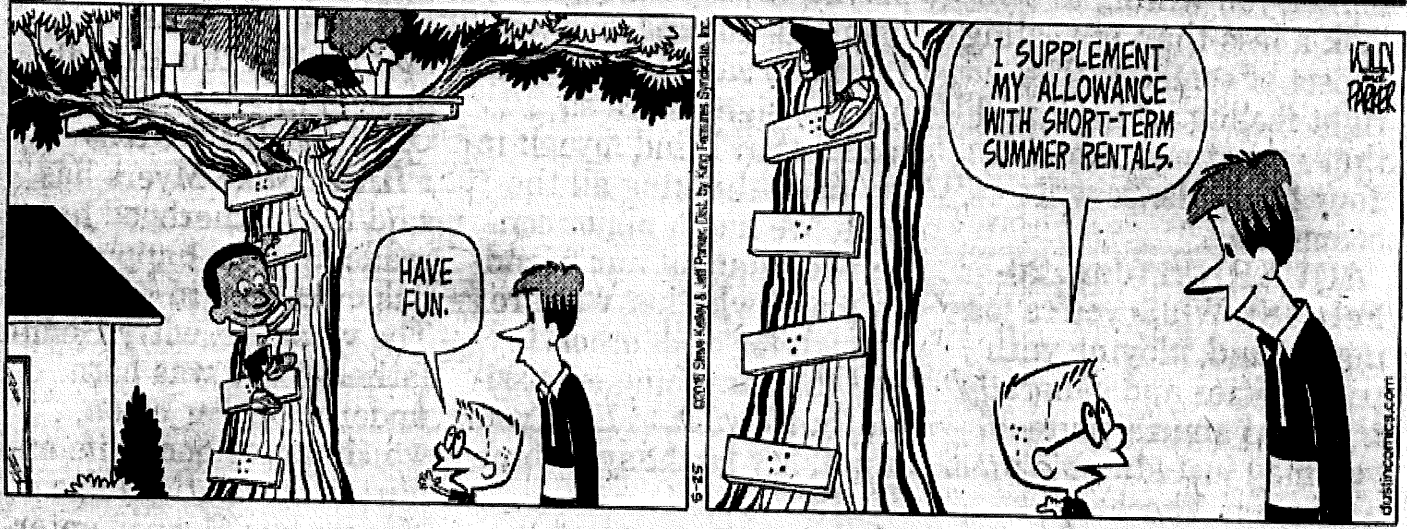
1. The applicants shall comply with all Warren County Health Department regulations and requirements and the maximum number of occupants shall not exceed six (6) as determined according to the department's operational permit for a three (3) bedroom dwelling.
2. The applicants shall have the well water tested annually for e-coli and L-coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments by the end of the calendar year.

Cc: Justin & Felicia Katzovitz, Applicants



DUSTIN

By Steve Kelley & Jeff Parker



Letter of Justification for Conditional Use Permit

To the Warren County Planning Department

220 North Commerce Ave

Suite 400

Front Royal, VA 22630

I, Justin Katzovitz, along with my wife, Felicia, are seeking a Conditional Use Permit to operate our vacation home at 1253 Liberty Hall Rd as a short-term tourist rental. Since moving to northern Virginia in 2018, we have fallen in love with everything that the Shenandoah Valley has to offer. We've enjoyed the area so much that we've made the decision to purchase a property with the intent to vacation in the area on a regular basis. We would like to be able to offer our new home out to tourists traveling into the area so that they may enjoy the plethora of outdoor activities as much as we do. This would help us offset the expenses of owning a second home, and allow us to continue coming and enjoying the Front Royal area for years to come.

I understand the community concern with allowing outside guests that may have unknown intentions into our home, and I would like to offer my sincere effort in ensuring that I've taken all the necessary precautions to reduce the likelihood of endangering our neighborhood. We intend to establish strict house rules that we intend to enforce using our installed outdoor security cameras around the property. We intend to screen each and every guest that inquires about booking our property for any indications of dishonest behavior. Due to the limited cell service in our area, we have also installed a landline phone with a set of emergency numbers for use at any time. Finally, because our primary residence is in Alexandria, VA, we've hired a local cleaner/handyman that will serve as a local contact for any emergencies that require an onsite presence.

Thank you for allowing us to submit this Conditional Use Permit, and we hope to do our best to give back to this wonderful community!

Best Regards,

Justin Katzovitz

7453 Duddington Drive

Alexandria, VA 22315

KatzovitzFamilyRetreats@gmail.com

630-272-1783

**WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION**

Application Number: 2021-01-01
Date Received: 12/8/2020
Fee Amount: \$ 500.00 check # 1630
Date Paid: 12/8/2020

Applicant Information:

Justin Katzovitz and Felicia Katzovitz

Applicant Name

7453 Duddington Dr Alexandria, VA 22315

Address

City

State

Zip

1253 Liberty Hall Rd, Front Royal, VA 22630

Property Location for conditional use permit if Different than Applicant's Address

630-272-1783

KatzovitzFamilyRetreats@gmail.com

Primary Contact Number

Email

Property Owner (if same as applicant, leave blank)

Address

City

State

Zip

Primary Contact Number

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

A. Property Information:

- (1) Address/Location: 1253 Liberty Hall Rd, Front Royal, VA 22630
- (2) Election District: South River Election District Precinct 504
- (3) Tax Map Number: 44 70B
- (4) Subdivision Name: NA
- (5) Total Area of Property (acres): 2.05
- (6) Total Area to be Used (acres): 2.05
- (7) Total Road Frontage (feet): 389.65
- (8) Depth of Property (feet): 218.02
- (9) Present Zoning: (A) Agricultural

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Short-term tourist rental
- (2) Current land use and condition of site: residential property
- (3) Zoning of surrounding land/property: (A) Agricultural
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: NA
- (6) Season, days, and hours of operation: All seasons, operating per reservation request
- (7) Will there be a sign? ☐ Yes ☒ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) NA
- (9) Number of full time employees: 0
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: 6 maximum
- (12) Number of parking spaces to be provided: Regular 3 Handicap _____
- (13) What is the proposed landscaping and buffering for this property? NA

C. Plans Prepared By

Name: Justin Katzovitz

Address: 7453 Duddington Dr Alexandria, VA 22315

Telephone Number: 630-272-1783

D. Environmental Information

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) NA

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) Normal residential trash, stored in secure trash bins until disposed by cleaning

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) NA

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. NA

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) NA

(6) What will be the impact on traffic? Negligible residential traffic

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. NA

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

- ☒ **An application fee of \$500.00.**
Make payable to the Treasurer of Warren County. A non-refundable fee of \$500.00 will be required at the time of submittal.
- ☒ **A Statement of Justification**
This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.
- ☒ **A Site Plan/Survey.**
Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.
- ☒ **Sewage Disposal and Well Site.**
Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.
- ☐ **A copy of the deed to the property verifying the current ownership.**
A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.
- ☐ **A statement verifying that real estate taxes have been paid.**
This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.
- ☒ **Environmental and Community Impact Statements**
The Planning Director, the Planning Commission, and/or the Board of Supervisors reserve the right to ask for an environmental and/or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.
- ☒ **List of chemicals stored on the site**
A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.
- ☐ **Location Map**
A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.
- ☐ **Directions to your property from the Warren County Government Center.**
From 2nd St traveling west, turn left onto N Royal Ave
In 1.3 mi, turn left onto State Rte 649 (Browntown Rd)
In 5.7 mi, turn left onto State Rte 622 (Liberty Hall Rd)
Property is 1.3 mi on the left.

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

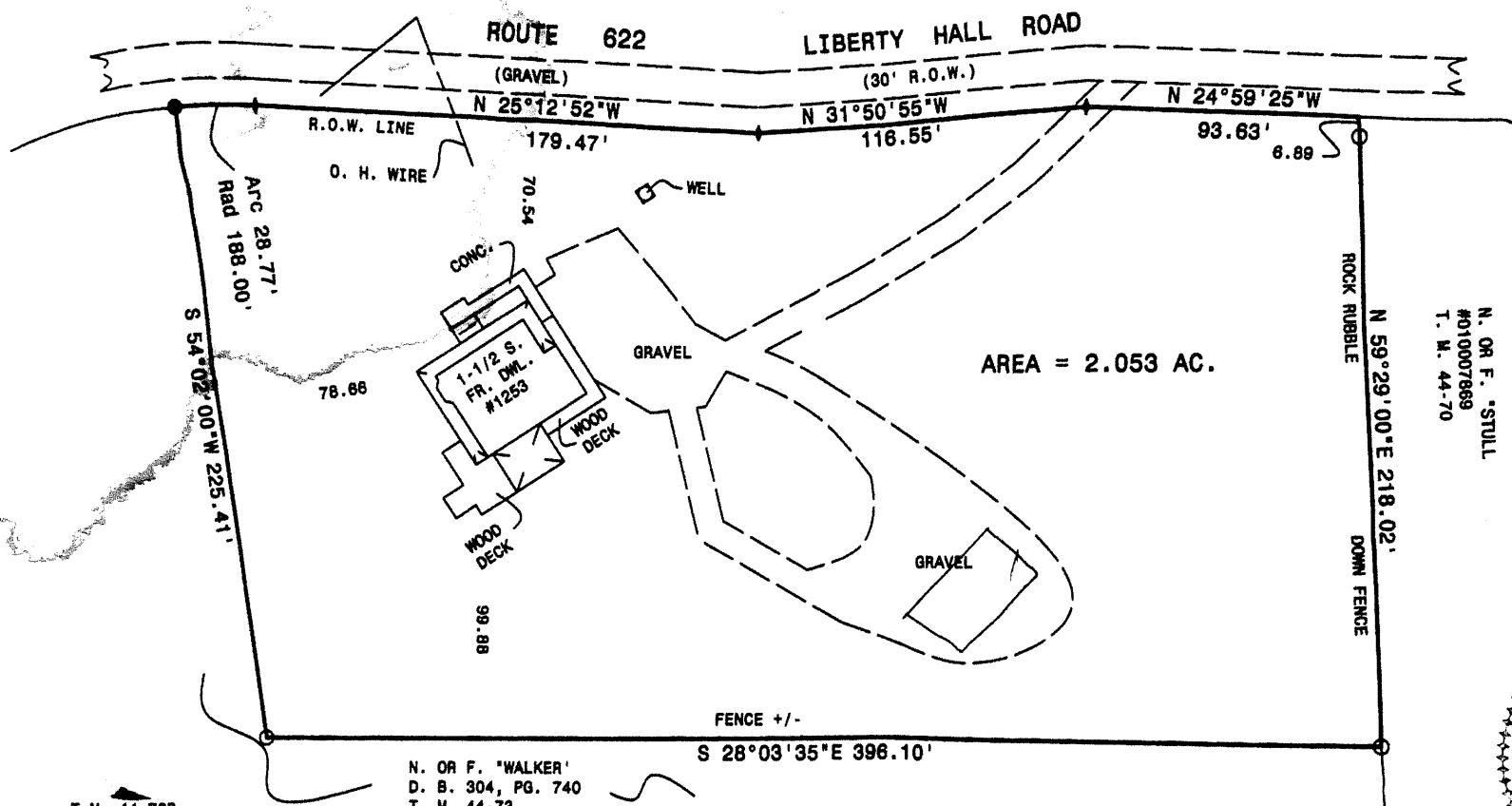
[Signature] [Signature] 12/7/2020
Applicant Signature Date

[Signature] [Signature] 12/7/2020
Property Owner Signature Date

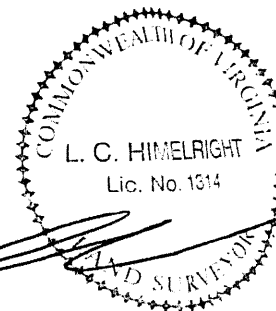
Accepted by: [Signature] Date: 12/8/2020

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

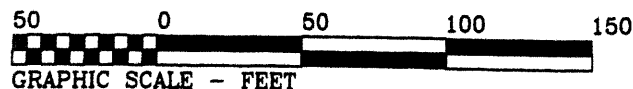
NOTES



N. OR F. "STILL"
#010007889
T. M. 44-70



- DENOTES IRON PIN SET
○ DENOTES EXISTING PIN OR PIPE
NOTE - DWL. SERVED BY UNDER-GROUND UTILITIES.
NOTE - PARCEL IN FLOOD ZONE X PER HUD MAPS.



SURVEY OF THE WILMINGTON TRUST NATIONAL ASSOCIATION
PROPERTY RECORDED IN INSTRUMENT #130008006.

SOUTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

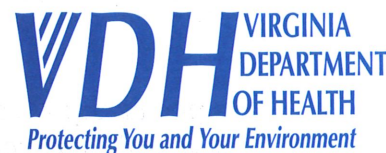
PREPARED BY
HIMELRIGHT & ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
694 RED BUD ROAD, STRASBURG, VA.
PHONE 465-8767

MARCH 6, 2014



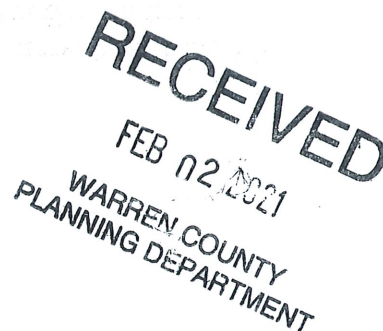
Lord Fairfax Health District

Warren County Health Department
465 West 15th Street, Suite 200
Front Royal, Virginia 22630
Tel. (540) 635-3159 ~ Fax (540) 635-9698
www.vdh.virginia.gov



January 27, 2021

Mr. Matt Wendling, Planner II/County Floodplain Manager
Warren County Planning and Zoning
220 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630



RE: Request for comments; 2021-01-01

Dear Mr. Wendling:

I have reviewed the request for comments regarding the property at 1253 Liberty Hall Rd, Front Royal, Virginia, in Warren County, (Property identified on tax map # 44, parcel 70B.), and I offer the following comments:

1. The permit for a sewage disposal system was issued on December 21, 2005 and the operation permit was issued on December 11, 2006. This system is designed to serve a three-bedroom home with six occupants maximum and a 450 gallon per day design flow.
2. The property is served by a private well. The well water should be tested for bacteria. If the sample result is positive, steps must be taken to correct the problem and the water should be re-tested.
3. All trash and garbage shall be placed in containers with tight-fitting lids.
4. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
5. All Virginia Department of Health Hotel Regulations shall be met as necessary. The owners can contact our office for further information.
6. The sewage disposal system should be pumped if this has not been done in the last three to five years.
7. Do not connect any hot tub discharge to the sewage disposal system.

Katzovitz
January 27, 2021
Page 2

The system is designed for a maximum of six people. The Warren County Health Department would have no objection to this request as long as the comments above are complied with, and the design flow of the sewage disposal system is not exceeded. If the system malfunctions, immediate pump and haul will be required, and the system will need to be repaired or replaced if possible.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Smith", is positioned below the word "Sincerely,".

Greg Smith,
Environmental Health Specialist

Matt Wendling

From: David Beahm
Sent: Wednesday, February 3, 2021 4:18 PM
To: Matt Wendling
Cc: Paula Fristoe; Natalie Lentz
Subject: Request for Comments 2021-01-01 – Justin Katzovitz and Felicia Katzovitz – Conditional Use Permit for Short-Term Tourist Rental - WCCUP-000082-2020

Comments 2021-01-01 – Justin Katzovitz and Felicia Katzovitz – Conditional Use Permit for Short-Term Tourist Rental:

- Erosion and Sediment Control Items:
 - There does not appear to being any land disturbance at this time (appears to be existing) and therefore nothing would be required. If this is not the case a normal submission would be required.
- Building Inspections Items:
 - The use of the existing dwelling(s) for a “short-term rental” would require a building permit to establish it as a transient boarding facility which is the term used by the building code for this type of use. The dwelling would receive a new Certificate of Occupancy designating as a short-term rental.
 - Given the timeframe that the structure was originally built It will more than likely not require an Electrical permit to meet the building code requirements for this change.

If anything should change in the scope additional requirements may be required.

Respectfully,



Warren County Building Inspections

David C. Beahm, CBO
Building Official

220 North Commerce /
Sui
Front Royal, VA

dbeahm@warrencountyva.net

www.warrencountyva.net

540/636
FAX 540/636

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.



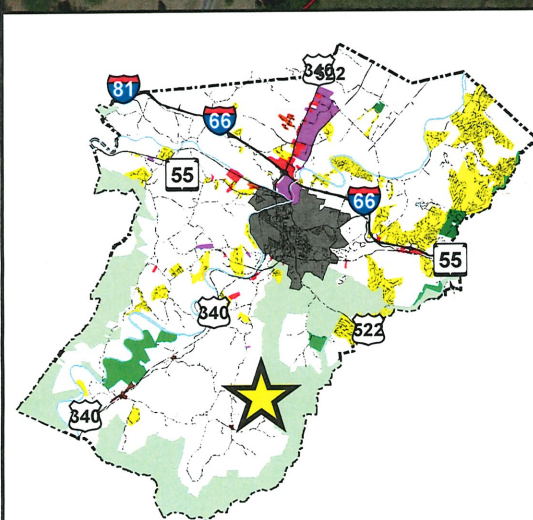
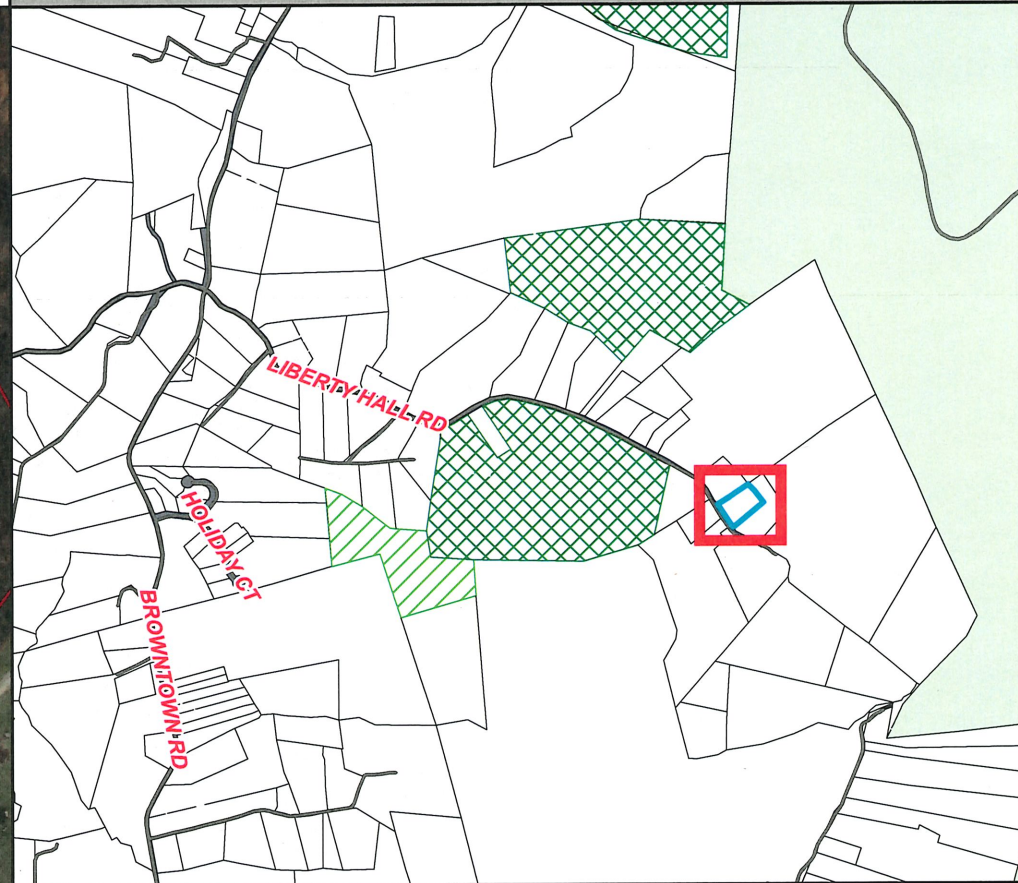
Warren County VA

CUP Location Map



CUP: Short Term Tourist Rental
Applicant: Justin & Felicia Katzovitz

TM 44-----70B
1253 Liberty Hall Rd



Zoning

Agricultural	Rural Residential
Commercial	Right of Way
Industrial	Front Royal
Residential One	Federal Land
Residential Two	State Land
Suburban Residential	Water
Village Residential	VOF Conservation Easements
	WC Conservation Easements

Map produced by
Warren County GIS 2020
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE:	ITEM:	SUBJECT:	PAGE
2/16/2021	H-8	Conditional Use Permit #2021-01-02 John E. & Sheila A. Kirkpatrick <i>Guesthouse</i>	1 of 2

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

- (1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.
- (2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.
- (4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.
- (5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.
- (6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:
 - (a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
 - (b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
 - (c) Provide for adequate parking and ingress and egress to public streets or roads.
 - (d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
 - (e) Prevent such use from changing the character and established pattern of development of the community.

After proper advertisement and a public hearing by the Planning Commission, the application has been forwarded to the Board of Supervisors recommending approval with the following conditions:

1. The guesthouse shall not be used for full-time occupancy.
2. This accessory dwelling shall not be used for commercial rental or leasing of rooms for compensation of any kind.
3. The applicant shall comply with all Warren County Building Inspections and Warren County Health Department regulations and requirements including Building Code requirements for a smoke and fire detector system.
4. The applicant shall have a condition placed on the deed at the time of transfer of the property to a new owner that this is a non-commercial guesthouse and the rental or leasing of the dwelling for monetary compensation is prohibited and that it is limited to part-time occupancy up to six months in a calendar year.

Motion to Approve:

The Planning Commission will be holding their public hearing on the application on March 10th and their recommendation will be forwarded to the Board prior to the March 16th public hearing.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed conditional use permit request for advertisement for a public hearing.

SUBMITTED BY:

Matt Wendling, CFM
Planner II 

DISPOSITION OF BOARD:

☐ **APPROVED** ☐ **OTHER (Describe)**

PROCESSED BY:



Conditional Use Permit: 2021-01-02 / Guesthouse
John E. & Sheila A. Kirkpatrick, Current Owners/Applicants
Staff Report for the Planning Commission

Prepared: December 23rd, 2020

Staff Contact: Matt Wendling, Planner II/County Floodplain Manager *MW*

SUMMARY OF REQUEST

The applicants are requesting a conditional use permit for a guesthouse. They are requesting this use in order to construct a one bedroom cabin on the lot prior to the construction of their permanent single-family dwelling on the lot. They plan to live in the cabin temporarily since they currently live in Yorktown, Virginia and desire to relocate and oversee the construction of the main dwelling. They plan to utilize the cabin for family and friends who visit them once they receive a certificate of occupancy for the primary dwelling. A preliminary site plan has been submitted for the property showing locations of both dwellings and the applicants are working with on on-site soil evaluator for best locations for septic systems. They understand the guesthouse is for non-commercial use and not to be used for full-time occupancy after they move into the principle structure.

PROPERTY INFORMATION

Property Location: Red Hille Way	City: Bentonville
Tax Map ID: #44--24C	Zoning: Agricultural (A)
Magisterial District: South River	Acres: 5.3739
Subdivision: Rowe Estates Subdivision	Existing Land Use: Vacant Land

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)	Use: Single Family Dwelling - Woodlands
South: Agricultural (A)	Use: Vacant - Woodlands/Pasture
East: Agricultural (A)	Use: Single Family Dwelling - Woodlands
West: Agricultural (A)	Use: Single Family Dwelling - Woodlands

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural (A) zoning district.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The request is compatible with Code Section §180-21, indicating district regulations in the Agricultural (A) zoning district. A guesthouse is permitted under this section as a Conditional Use granted by the Board of Supervisors.

PROPOSAL

The Warren County Zoning Ordinance §180-8 defines a "Guesthouse" as "A Dwelling or lodging units for temporary nonpaying guests. No such quarters shall be rented, leased or otherwise made available for compensation of any kind. A guesthouse may be constructed and used prior to the construction of the principal dwelling. The principal dwelling, however, must be completed within five years from the date of issuance of a certificate of occupancy for the guesthouse." And a "Single-Family Dwelling" as "A building containing one dwelling unit and meeting the standards of the Virginia Uniform Statewide Building Code for a one-family dwelling but not to include "manufactured homes" as defined in this chapter."

SUPPLEMENTARY REGULATIONS FOR GUESTHOUSES

There are no supplemental regulations in the Warren County Zoning Ordinance for a guesthouse. Warren County Code Section §180-11.B for Location of Structures states in part: "Erection of more than one principal structure on a lot. In all residential and agricultural districts only one principal structure, housing a use permitted by right, may be erected on a single lot...."

SEWAGE DISPOSAL

The property currently has a Certification Letter issued June 21, 2016 from the Warren County Health Department for a septic system to accommodate a dwelling with three (3) bedrooms for six (6) occupants using a system designed for 450 gallons per day. This application has been sent to the Health Department for additional comments.

RECOMMENDED CONDITIONS

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

1. The guesthouse shall not be used for full-time occupancy.
2. This accessory dwelling shall not be used for commercial rental or leasing of rooms for compensation of any kind.
3. The applicant shall comply with all Warren County Building Inspections and Warren County Health Department regulations and requirements including Building Code requirements for a smoke and fire detector system.
4. The applicant shall have a condition placed on the deed at the time of transfer of the property to a new owner that the rental or leasing of the dwelling for monetary compensation is prohibited and that it is limited to part-time occupancy up to six months.

Cc: John & Sheila Kirkpatrick: Owners/Applicants

Justification for Conditional Use Permit

We currently live in Yorktown, VA and our plan is to relocate to Bentonville, VA. To accomplish this, we need to be on site during the build process. This allows us to be involved every step on the way during construction and to make real time necessary decisions.

The small pre-built guesthouse, approximately 12X26, would be delivered around Feb-Mar 2021. It would take only 1 day to set up. The construction of our log home would commence around the May- June 2021 timeframe.

Once our main home is completed, the guesthouse would be used occasionally for family and friends, most likely during the holidays. Otherwise, we would have more than enough room in the main house. This guesthouse is for non-commercial use. It is only for our private enjoyment.

The land is currently vacant, but has a graded road established as well as the planned build site, which has been mostly cleared of trees. The site is on top of our lot, which cannot be seen from the main road or adjacent houses.

Enclosed are certification letters for the sewage disposal system and expired septic permit. The guesthouse will be located where the original home was sited on the enclosed documents. I am working with Dan Perry, the soil guy, to use the original septic field as a reserve, and the primary septic field to the right of the log home to eliminate the need for a pump. All required setbacks and minimum distances will be adhered to.

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-01-02
 Date Received: 12/18/2020
 Fee Amount: \$ 500.00 CK #8845
 Date Paid: 12/18/2020

Applicant Information:

JOHN E KIRKPATRICK SHERRA A KIRKPATRICK
 Applicant Name

106 WEST WEDGWOOD DR YORKTOWN VA 23693
 Address City State Zip

LOT C RED HILL WAY BENTONVILLE VA 22610
 Property Location for conditional use permit if Different than Applicant's Address

757-812-7715 JKirkpatrick12@verizon.net
 Primary Contact Number Email

Property Owner (if same as applicant, leave blank)

Address City State Zip

Primary Contact Number

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

A. Property Information:

- (1) Address/Location: LOT C RED HILL WAY BENTONVILLE VA 22610
- (2) Election District: SOUTH RIVER
- (3) Tax Map Number: 41-24C
- (4) Subdivision Name: ROWE ESTATES
- (5) Total Area of Property (acres): 5.3739
- (6) Total Area to be Used (acres): 12x26'
- (7) Total Road Frontage (feet): NA
- (8) Depth of Property (feet): NA
- (9) Present Zoning: AGRICULTURAL

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: GUEST HOUSE
- (2) Current land use and condition of site: VACANT LOT, UNIMPROVED ROAD, PRELIMINARY CLEARED SITE
- (3) Zoning of surrounding land/property: AGRICULTURE/SINGLE FAMILY RESIDENCE
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: 1 DAY
- (6) Season, days, and hours of operation: N/A
- (7) Will there be a sign? ☐ Yes ☒ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) NO
- (9) Number of full time employees: NO
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: _____
- (12) Number of parking spaces to be provided: Regular N/A Handicap N/A
- (13) What is the proposed landscaping and buffering for this property? N/A
- _____

C. Plans Prepared By

Name: _____

Address: _____

Telephone Number: _____

D. Environmental Information

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) _____
NONE

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) _____
N/A

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) _____
N/A

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. _____
N/A

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) _____
N/A

(6) What will be the impact on traffic? _____
N/A

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. _____
N/A

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

☒ **An application fee of \$500.00.**

Make payable to the Treasurer of Warren County. A non-refundable fee of \$500.00 will be required at the time of submittal.

☒ **A Statement of Justification**

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

☒ **A Site Plan/Survey.**

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

☐ **Sewage Disposal and Well Site.**

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

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

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

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

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

☐ **Environmental and Community Impact Statements**

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

☐ **List of chemicals stored on the site**

A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☐ **Location Map**

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

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

SOUTH ON SR 340, LEFT BENTONVILLE RD (SR 649),
RIGHT BENTONVILLE RD (SR 613), LEFT RED HILL WAY,
LEFT AT FORK, LEFT AT FORK

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

Applicant Signature

Date

Property Owner Signature

Date

Accepted by: _____

Date: _____

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

SUB 160-N



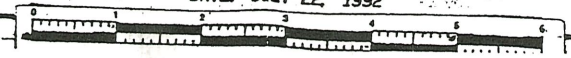
LINE TABLE		
LINE	QUADRANT BEARING	DIST.
1.	S 16° 31' 50" E	369.71'
2.	S 73° 28' 10" W	50.00'
3.	S 42° 39' 5" E	50.13'
4.	S 45° 00' 43" W	23.22'
5.	S 10° 20' 06" E	37.68'
6.	N 71° 44' 48" W	165.06'
7.	S 02° 50' 23" W	40.41'
8.	S 20° 13' 13" W	161.20'
9.	S 12° 28' 51" W	275.00'
10.	S 34° 47' 31" W	196.95'
11.	S 30° 20' 57" W	78.64'
12.	S 39° 24' 49" W	100.70'
13.	S 53° 29' 28" W	238.80'
14.	S 63° 14' 31" W	26.78'
15.	S 63° 14' 31" W	158.61'
16.	S 40° 27' 52" E	48.24'
17.	S 07° 12' 08" W	107.91'
18.	S 05° 55' 41" W	80.60'
19.	S 26° 08' 47" W	86.41'
20.	S 19° 17' 57" W	25.49'
21.	S 00° 28' 46" W	68.92'
22.	S 16° 12' 35" E	29.28'
23.	S 44° 51' 00" W	60.42'
24.	S 63° 14' 31" W	91.42'
25.	S 64° 16' 42" W	67.23'
26.	S 42° 41' 38" W	168.45'
27.	S 34° 50' 56" W	31.54'
28.	S 43° 03' 03" W	107.33'
29.	S 73° 28' 10" W	65.24'
30.	N 13° 38' 09" E	94.40'
31.	N 89° 19' 17" W	44.91'
32.	S 43° 11' 14" W	57.68'
33.	S 17° 02' 14" W	28.24'
34.	S 29° 08' 27" W	296.35'
35.	S 44° 02' 20" W	157.28'
36.	S 61° 54' 30" W	119.64'
37.	S 81° 25' 14" W	121'
38.	S 87° 34' 16" W	37.71'
39.	S 78° 23' 53" W	98.36'
40.	S 62° 50' 15" W	144.94'
41.	N 18° 34' 13" E	229.87'
42.	N 18° 53' 55" E	87.10'
43.	N 31° 27' 36" W	77.77'
44.	N 48° 07' 48" W	104.06'
45.	N 52° 31' 42" W	109.08'
46.	N 55° 26' 47" W	80.75'
47.	N 72° 47' 12" W	51.25'
48.	S 19° 58' 25" E	24.25'
49.	S 38° 32' 59" W	51.36'
50.	S 29° 10' 52" E	76.34'
51.	S 14° 28' 50" W	311.84'
52.	S 12° 22' 48" W	50.30'
53.	S 37° 03' 07" W	
54.	S 29° 59' 56" W	
55.	S 67° 03' 19" E	

- NOTES:
1. NO TITLE REPORT FURNISHED.
 2. THIS PLAT REPRESENTS ACTUAL FIELD SURVEYS MADE ON THE PROPERTY, AND IS NOT MERELY A COMPILATION OF DEEDS ONLY.
 3. DEED REF. - OFFD BOOK 224 AT PAGE 500 (FROM BARRADY HETERO)

OTHER
GRADE

ADJUTY

PLAT OF SURVEYS SHOWING
PARCEL Y,
PARCEL R-1 & PARCEL R-2,
TWO FIFTY FOOT WIDE PRIVATE ACCESS EASEMENTS
AND
A COMPILATION OF THE LOTS SERVED BY THE EASEMENTS
SITUATED NEAR THE VILLAGE OF BROWNTOWN
SOUTH RIVER DISTRICT - WARREN COUNTY, VIRGINIA
SCALE: 1" = 200'
DATE: JULY 22, 1992

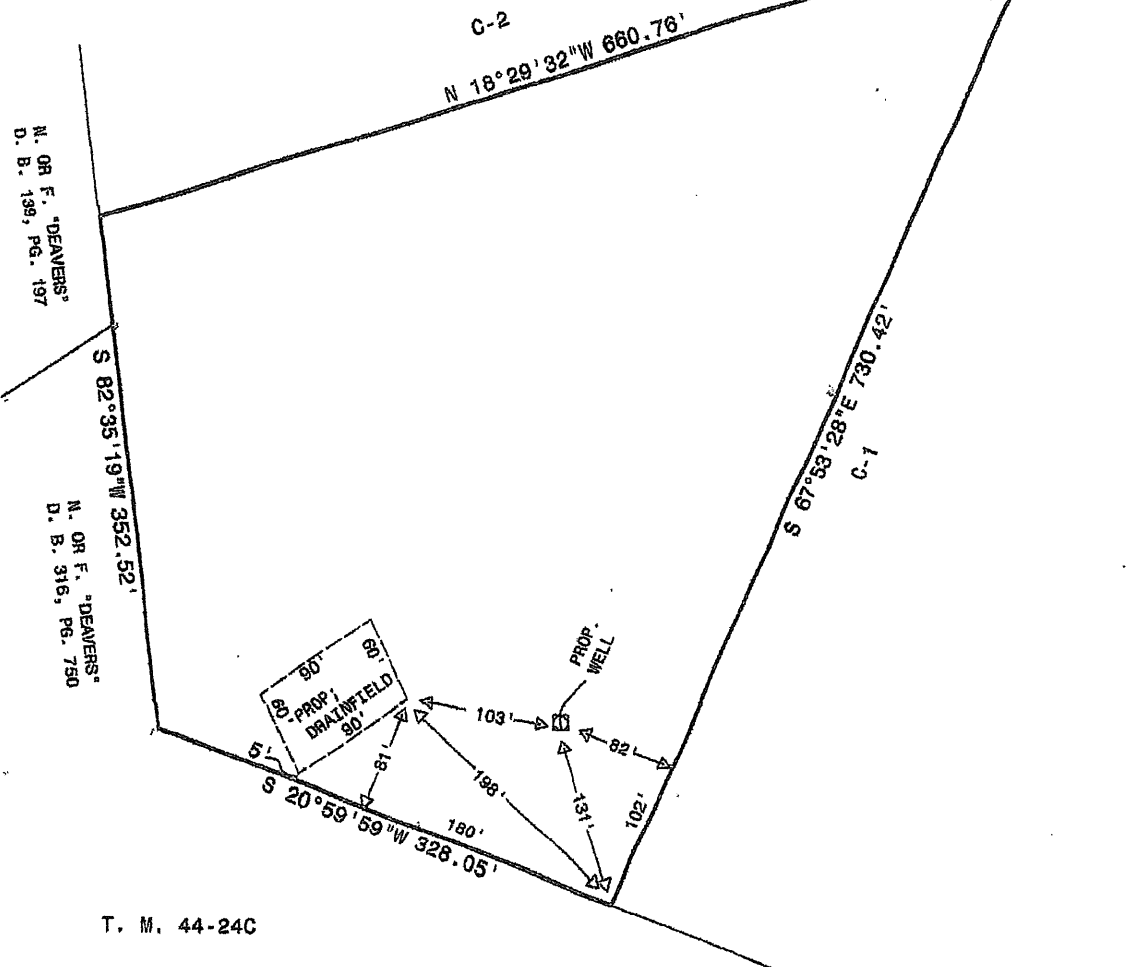


PREPARED BY:
RICHARD M. THOMAS
CERTIFIED LAND SURVEYOR
P.O. BOX - 1463
FRONT ROYAL, VIRGINIA



Rowes Estates
Lot C

RED HILLE WAY
(50' R.O.W.)



T. M. 44-24C

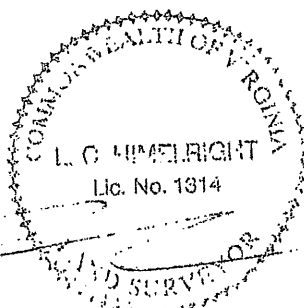
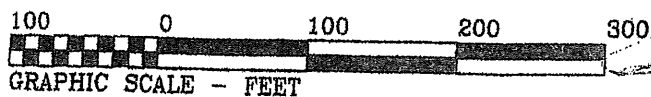
SURVEY OF PROPOSED WELL AND DRAINFIELD ON THE
STEPS TO HEAVEN CONSTRUCTION, INC. PROPERTY
RECORDED IN INSTRUMENT #000005195.

SOUTH RIVER MAGISTERIAL DISTRICT

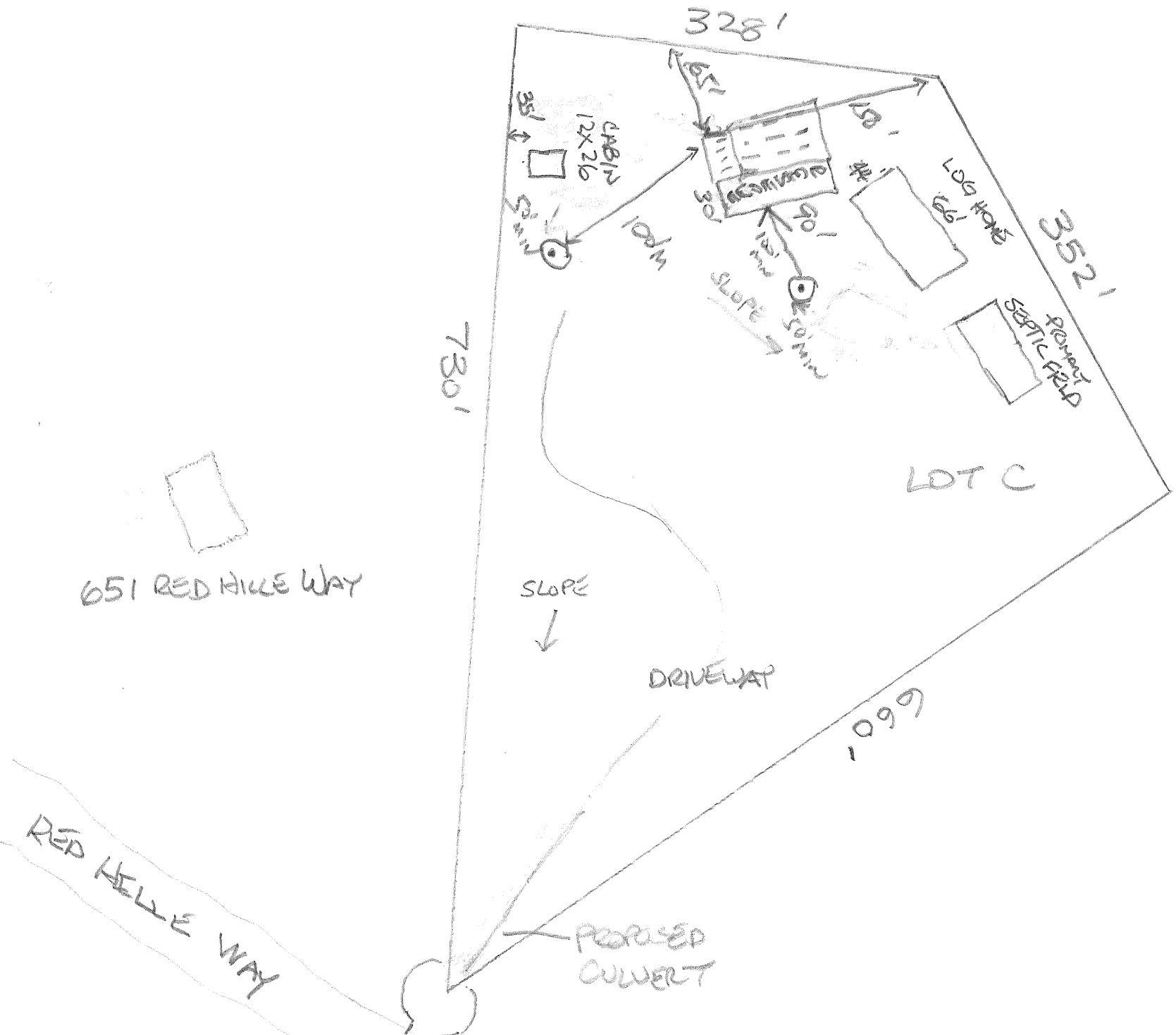
WARREN COUNTY, VIRGINIA

PREPARED BY
HIMELRIGHT & ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
694 RED BUD ROAD, STRASBURG, VA.
PHONE (540) 465-8767

JUNE 2, 2016



SITE MAP





Lord Fairfax Health District

Warren County Health Department
465 West 15th Street, Suite 200
Front Royal, Virginia 22630
Tel. (540) 635-3159 ~ Fax (540) 635-9698
www.vdh.virginia.gov



January 13, 2021

RECEIVED

JAN 15 2021

WARREN COUNTY
PLANNING DEPARTMENT

Matt Wendling, Planner II
County of Warren
Department of Planning
220 North Commerce Avenue
Front Royal, Virginia 22630

RE: Request for Comments – Conditional Use Permit 2021-01-02

Dear Mr. Wendling,

This office would have no objections to a Conditional Use Permit to allow a quest house to be located at the property designated as Tax Map# 44-24C provided it is connected to an approved onsite sewage system and is served by an approved water supply. The applicant can obtain the required construction permits from this office. The onsite sewage system must be completed and approved prior to the issuance of an Operation Permit. Additionally, the private well will need to be completed and connected to the dwelling prior to sampling for laboratory analysis.

If you have any questions, please contact me at (540) 635-3159.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Davis", is written over a blue circular stamp.

Jim Davis, REHS, MAOSE
Environmental Health Supervisor



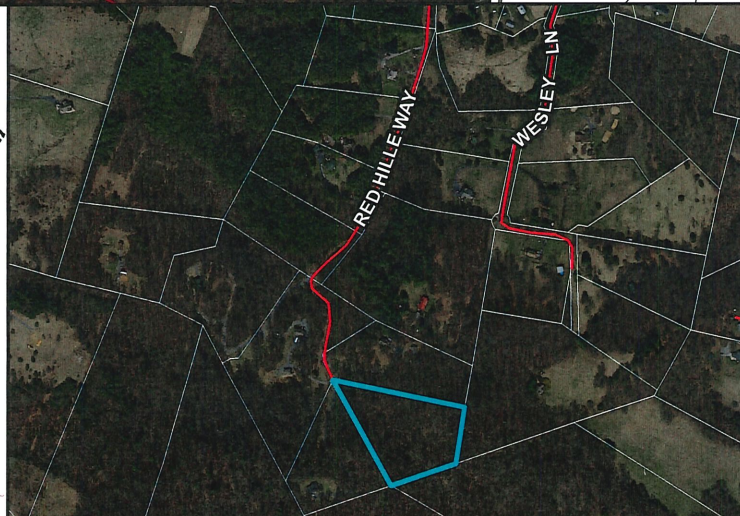
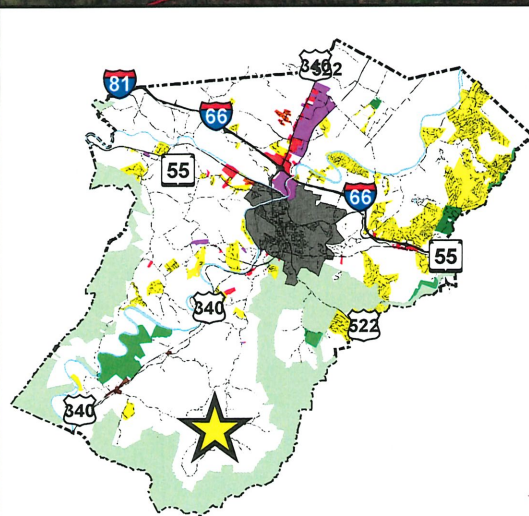
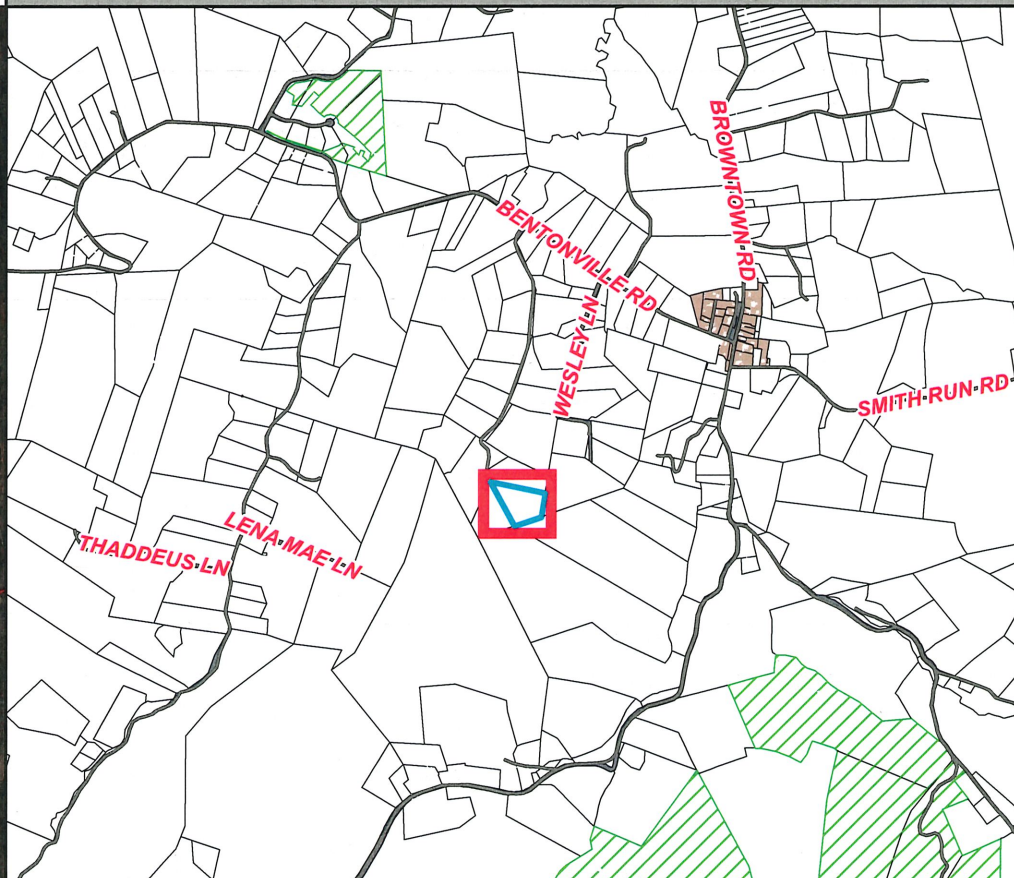
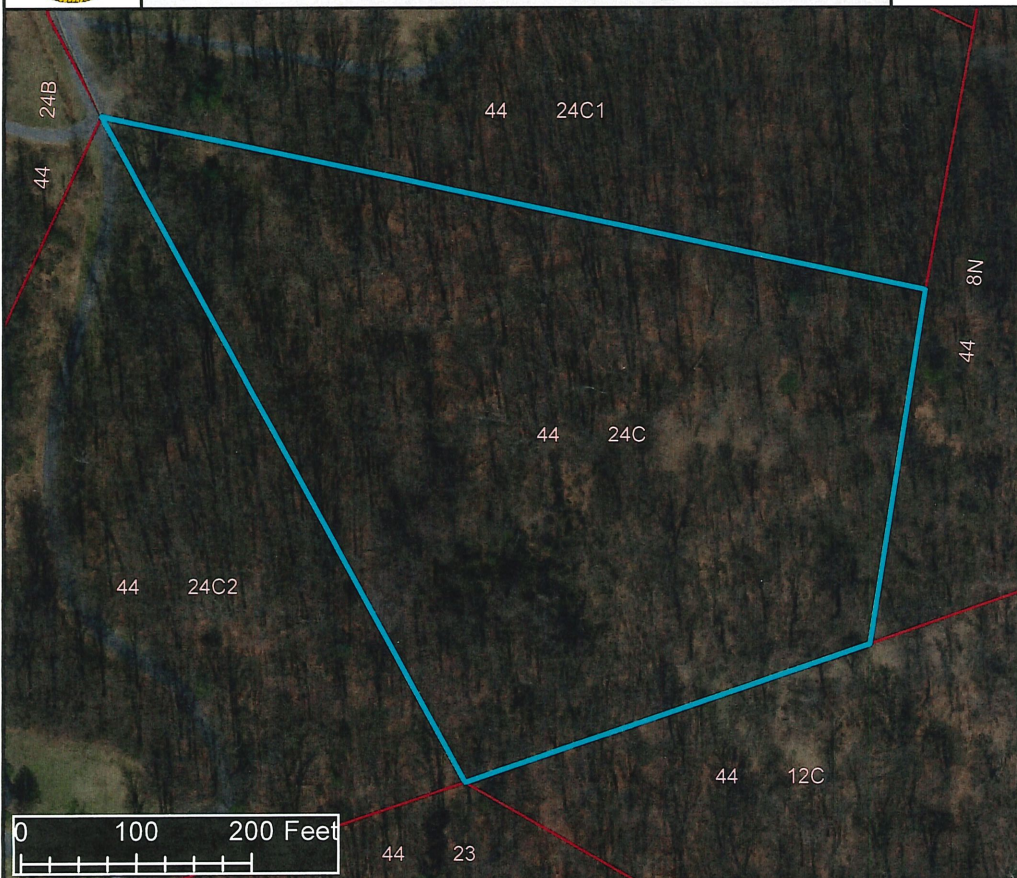
Warren County VA

CUP Location Map



CUP: Guest House
Applicant: John & Sheila Kirkpatrick

TM 44-----24C
Red Hill Way



Zoning

Agricultural	Rural Residential
Commercial	Right of Way
Industrial	Front Royal
Residential One	Federal Land
Residential Two	State Land
Suburban Residential	Water
Village Residential	VOF Conservation Easements
	WC Conservation Easements

Map produced by
Warren County GIS 2020
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
02/16/2021	H-9	Conditional Use Permit #2021-01-03 Carl & Jennifer Ey <i>Short-Term Tourist Rental</i>

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

- 1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.
- 2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- 3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.
- 4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.
- 5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.
- 6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:
 - a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
 - b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
 - c) Provide for adequate parking and ingress and egress to public streets or roads.
 - d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
 - e) Prevent such use from changing the character and established pattern of development of the community.

PLANNING COMMISSION STATUS:

This application is scheduled for a public hearing in front of the Planning Commission on March 10, 2021. The Board of Supervisors will have the Planning Commission's recommendation for the Board public hearing on March 16, 2021, if this is advertised.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed Conditional Use Permit request for a Short-Term Tourist Rental for advertisement of a public hearing.

SUBMITTED BY:

Joseph Petty, 
Zoning Administrator

DISPOSITION OF COMMISSION:

☐

APPROVED

☐

OTHER (Describe)

**PROCESSED
BY:**



Conditional Use Permit: 2021-01-03 / Short-Term Tourist Rental

Carl & Jennifer Ey, *Current Owners/Applicants*

Prepared: January 6, 2021

Staff Contact: Joseph Petty, Zoning Administrator

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a Short-Term Tourist Rental. The rental will be available for short-term visitations for individuals who will be visiting the Warren County area. The owners currently live in Alexandria, VA and will have the home professionally cleaned and maintained in between reservations. They have years of experience owning /operating short-term rentals in the Shenandoah Valley area.

PROPERTY INFORMATION

Property Location: 1406 Panhandle Road
Tax Map ID: 35-----5-1
Magisterial District: South River
Subdivision: N/A

City: Bentonville
Zoning: Agricultural (A)
Acres: 21.3 (63.5 total)
Existing Land Use: Single Family Dwelling

SURROUNDING ZONING DISTRICTS & USES

North: Zoned Agriculture (A)
South: Shenandoah River
East: Zoned Agriculture (A)
West: Zoned Agriculture (A)

Use: Vacant Lot, Forest
Use: Shenandoah River
Use: Vacant Lot, Forest
Use: Single Family Dwelling, Forest

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural zoning district. The house was constructed in 2009, and does not have a record of any previous zoning violations.



COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agriculture/residential land uses. A Short-Term Tourist Rental is a use allowed by conditional use permit in the Agricultural (A) zoning district, and is compatible with the current Warren County Zoning Ordinance.

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

ATTACHMENTS

☐ Agency Comments
☐ Location Map

☐ Application
☐ Public Comments

☐ Health Permit
☐ Submitted Plans

☐ Letter from Applicant
☐ Other: _____

SUPPLEMENTARY REGULATIONS

Warren County Zoning Ordinance: § 180-56.4: Short-term tourist rentals.

- A. The owner of a dwelling unit to be used for a short-term tourist rental shall apply and receive a zoning permit and/or a conditional use permit from the Planning Department prior to utilizing the dwelling unit as a short-term rental. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit, if applicable. Warren County may revoke a permit for repeated noncompliance with these performance standards.
- B. The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Warren County Health Department; however the maximum number of occupants shall not exceed 10. Our office is awaiting the response from the Health Department. The applicants have provided documents requesting a three (3) bedrooms with a six (6) person maximum.
- C. Parking for the use shall be located in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all right-of-ways and in yards. There is sufficient parking for at least six (6) vehicles in the driveway.
- D. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times. The property is situated on an interior lot, with two sides bordering adjacent properties containing a single family dwelling; one of which is owned by the applicant. Most of the area is forest land, the area to the south borders the Shenandoah River.
- E. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.
- F. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code, and a carbon monoxide detector must be installed on each floor in every dwelling. The applicant shall obtain building permits to ensure the dwelling meets the current code requirements for fire protection systems.
- G. The owner of a dwelling used for short-term tourist rentals shall give the County written consent to inspect any dwelling used for short-term rental to ascertain compliance with all of the above performance standards upon a 24 hour notice.
- H. A property management plan (PMP) demonstrating how the short-term tourist rental will be managed and how impacts to neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants, utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to county staff, public safety officials, and if applicable, the HOA/POA of the subdivision. The plan must be provided as a part of the rental contract. The PMP is attached.
- I. If the property is located within a subdivision governed by a Home Owners Association/Property Owners Association, the Planning Department must receive a recommendation of approval or disapproval from the HOA/POA to operate the short-term tourist rental. This property is not located within an HOA/POA.
- J. The short-term tourist rental shall have a "land-line" with local phone service. The phone number servicing the short-term tourist rental shall be included in the property management plan.

- K. The owners of the tourist rental shall provide an emergency evacuation plan for the dwelling and the neighborhood. **The property shall have the evacuation plan posted in each bedroom and in the guest registration packet.**
- L. A copy of Chapter 123 of the Warren County Code relative to noise must be provided at the short-term tourist dwelling. **The applicant shall have a copy of the ordinance in their guest registration packet and posted in a common area of the dwelling.**
- M. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation as described in §180-63 of the Warren County Zoning Ordinance.
- N. All outdoor burning shall be in compliance with Chapter 92 of the Warren County Code.
- O. There shall be a minimum of 100' from the short-term tourist rental to all neighboring residences. **This short-term tourist dwelling does meet the setback requirement to adjacent single family dwellings. The closest dwelling is 140' to the north; however it is also under the same ownership and also has an application for short-term tourist rental. The closes adjoining property owner is 900'+ away.**

RECOMMENDED CONDITIONS

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

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed six (6) as determined according to the Health Department permit for a three (3) bedroom dwelling.
3. The applicants shall provide documentation to County Staff for the maintenance of the sewage treatment system as recommended by the Warren County Health Department.
4. The applicants shall have the well water tested annually for e- coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments by the end of the calendar year.

Cc: Carl & Jennifer Ey- Owner/ Applicant

Warren County Statement of Justification
1406/1408 Panhandle Road, Bentonville, VA 22610
GPS coordinates: 38.85888, -78.32638 (38.51'32", -78,19'35")

The Ey Family recently purchased 63.5503 acres in Bentonville, Virginia. "Riverbend" farm is four parcels on Tax Map 35. Parcel 5-1 is 21.3103 acres with a 3-bedroom home listed as 1406 Panhandle Road residing on this parcel. Parcel 5B-1 is 2.0014 acres with a 2-bedroom cabin listed as 1408 Panhandle Road residing on this parcel. The remaining 2 parcels have no dwellings and are listed as Parcel 5-2 with 20.0226 acres and Parcel 5-3 with 20.2160 acres.

Carl is a retired Soldier with 23 years of service and a 100% Service-Disabled Veteran. Jennifer is a senior government employee with the Department of Homeland Security (U.S. Coast Guard). She has been a federal government employee for 20-plus years. Carl and Jennifer live in Alexandria, Virginia, with their four-year old daughter, Emerson.

The Ey Family is seeking a conditional use permit to rent both the cabin and the home in a short-term rental program (i.e., AirBnB/Vacation Rental By Owner).

The Ey family has experience with short term rentals. From 2005 to 2020, the Eys had short term rentals in Page County, Virginia, renting their three log cabins to weekend renters and vacationers. Carl and Jennifer are completely supportive of the county and state regulations governing short-term rentals, to include honoring noise and traffic ordinances and payment of all sales and use tax/tourism tax in a timely manner.

Warren County has provided that a portion of this property may be part of the Warren County Land Use program. As per a letter dated 16 November 2020 from Ms. Linda M. Fuller, Lot 5-3 is wooded and 8.4 acres of Lot 5-2 is "agricultural use," for the purposes of hay production. The Ey's have returned correspondence requesting that they be allowed to remain in the Land Use program. The character of the remainder of the property will also remain unchanged.

In order to gain the Board of Supervisors support, the Ey Family offers the following:

- 1) There is no new construction being requested.
- 2) The closest neighbor is approximately 600 ft. away to the North/Northwest. Barbara and Warren Standley reside on Oak View Drive. The neighbor to the south is Robert Castro, who is over 18 acres from either of the properties.
- 3) There are no industrial chemicals being stored at either home. Various household cleaning solutions are stored in the pantry and two plastic fuel containers are properly stored in the garage.
- 4) The homes have adequate parking with 6 parking spaces for 1406 Panhandle Road (home) and 2 parking spaces for 1408 Panhandle Road (cabin). Additionally, there is a general parking area with 6 spots for either property to utilize. The general parking area has enough room for a wheelchair accessible van to utilize.
- 5) If approved, the 2-bedroom cabin will be referred to as Common Ground. It is two bedroom and two full baths with a full kitchen. If approved, the 3-bedroom cabin will be referred to as Summit Lodge. That property has 5 full baths and 2 half baths and a large chef-style kitchen.
- 6) Rental of the homes will not have a significant impact on traffic in the area. Based on our experience in Page County, we recognize that each bedroom may warrant a vehicle to bring the renters. Hence, between 2 and 7 vehicles will use Panhandle Road to access our properties in any given short-term rental. Additionally, these homes will rent for the purposes of enjoying time away from the city. Typically, cabin renters arrive at their destination and remain there, other than to visit tourist attractions and support the local economy.
- 7) The Ey Family employs a local property manager as a part-time handyman and caretaker, who will be available to renters at all times to assist them with any challenges. Additionally, the Ey family is seeking local persons to maintain the property i.e. local electricians, landscapers, plumbers and others from Warren County.
- 8) While the Eys seek approval for short-term rental of the home/cabin, they will utilize the property as a second home as often as possible – approximately 20% of the weekends. They truly love the property and the access to all the treasures of the Shenandoah River Valley and the National Park. We have every intention of protecting the local character and resources.

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-01-03
 Date Received: 12/21/2020
 Fee Amount: \$ 500.00 CK #1425
 Date Paid: 12/21/2020

Applicant Information:

Carl & Jennifer Ey

Applicant Name

4700 Brookside Drive Alexandria Virginia 22312
Address *City* *State* *Zip*

1406 Panhandle Road Bentonville Virginia 22610
Property Location for conditional use permit if Different than Applicant's Address

Carl S. Ey - 202.803.1515/Jen Ey - 202.213.9885; Carl@theyman.com; Jen@theyman.com

Primary Contact Number *Email*

Property Owner (if same as applicant, leave blank)

Address *City* *State* *Zip*

Primary Contact Number

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

A. Property Information:

- (1) Address/Location: 1406 Panhandle Road, Bentonville, VA 22610
- (2) Election District: South River District
- (3) Tax Map Number: MAP NUMBER 35 Parcel 5-1, 5-2, 5-3, 5B-1 (Plat enclosed)
- (4) Subdivision Name: River Oak Section I
- (5) Total Area of Property (acres): Parcel 5-1 = 21.3103 AC - total 63.5503 acres
- (6) Total Area to be Used (acres): approximately 3 acres (inclusive of house, cabin, driveway)
- (7) Total Road Frontage (feet): Please see attached plat
- (8) Depth of Property (feet): Please see attached plat
- (9) Present Zoning: Both residential & agricultural

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Short term/vacation rental
- (2) Current land use and condition of site: Residential and agricultural use
- (3) Zoning of surrounding land/property: Agricultural and residential
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: There is nothing being built - zero construction time
- (6) Season, days, and hours of operation: Generally weekends with some week-long rentals
- (7) Will there be a sign? ☒ Yes ☐ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) None from the Ey Family
- (9) Number of full time employees: All part time employees- housekeeper, maintenance & landscaping
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: variable, max of 14
- (12) Number of parking spaces to be provided: Regular 14 Handicap
- (13) What is the proposed landscaping and buffering for this property? Existing landscaping of
heavily wooded vegetation and natural mountainous terrain

C. Plans Prepared By

Name: Carl S. Ey

Address: 4700 Brookside Drive, Alexandria, VA 22312

Telephone Number: 202 803 1515

D. Environmental Information

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) No
- _____
- _____
- _____

- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) None - trash will be collected in large trash receptacles and emptied after each guest at the local transfer station; the Ey Family has already purchased the waste decal.
- (3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) None
- (4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. The only emissions we anticipate is smoke from the occasional firepit in the yard.
Metal fire pits have been procured to ensure that any outdoor fires are completed in a safe environment.
- (5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) None
- (6) What will be the impact on traffic? Other than guests accessing the properties, there will not be any traffic issues; estimate between 2-6 cars arriving for the rental periods
- (7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. Currently, there is exterior lighting to support illuminating the entrance to the home.

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

- ☒ **An application fee of \$500.00.**
Make payable to the Treasurer of Warren County. A non-refundable fee of \$500.00 will be required at the time of submittal.
- ☒ **A Statement of Justification**
This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.
- ☒ **A Site Plan/Survey.**
Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.
- ☒ **Sewage Disposal and Well Site.** Shown on attached plat
Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.
- ☒ **A copy of the deed to the property verifying the current ownership.**
A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.
- ☒ **A statement verifying that real estate taxes have been paid.**
This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.
- ☐ **Environmental and Community Impact Statements**
The Planning Director, the Planning Commission, and/or the Board of Supervisors reserve the right to ask for an environmental and/or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.
- ☒ **List of chemicals stored on the site** - NONE
A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.
- ☒ **Location Map**
A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.
- ☒ **Directions to your property from the Warren County Government Center.**
The Warren County Government Center is 13.7 miles and 27 minutes by car to 1406/1408 Panhandle Road, Bentoville, Virginia. From 220 N. Commerce Avenue, the driver should take E 2nd Street and Union Street, to US 340 S/N. Royal Avenue; Turn left onto US 340S/ N. Royal Ave.; follow 340 S for 9.9 miles; continue on Rte 613 to 1406/1408 Panhandle Road.

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


Applicant Signature



12-15-2020
Date

Carl S. Ey
Property Owner Signature

Jennifer K. Ey

15 Dec 2020
Date

Accepted by: _____

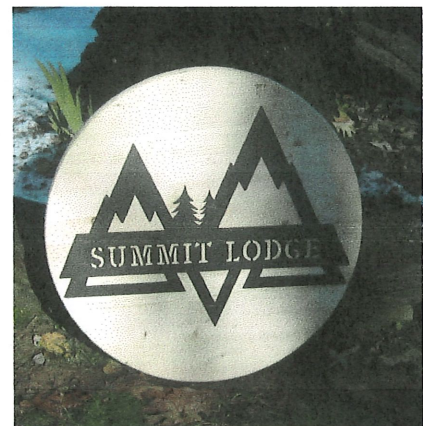
Date: _____

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

The Ey Family owns 63.5503 acres in Bentonville, Virginia (Tax Map 35); they refer to their property as Riverbend Farm. If a special use permit is approved the 5-BR/7Bath home will be "Summit Lodge" at 1406 Panhandle Road. There is no new construction. The only chemicals stored on site are the chemicals that make up cleaning solutions/extra paint i.e. there are no industrial-type chemicals. The home has a permitted/approved private septic system. There will be one sign visible from Panhandle Road (@Riverbend) and one sign nearer the home indicating that the home is Summit Lodge to assist guests as they access Riverbend Farm (please see below). The Ey Family wishes to secure a conditional use permit to rent Summit Lodge in the AIRBNB program.

This sign will be at the gate area to our property
It is approximately 35" x 35" in size.



This sign will be closer to the house to assist guests
in identifying the home. It is
approximately 20" x 20" in size.

PLAT
SHOWING BOUNDARY LINE ADJUSTMENT
AND DIVISION OF
RIVER OAK SECTION I, L.L.C.
SOUTH RIVER DISTRICT
WARREN COUNTY, VIRGINIA

REVIEWED AND CERTIFIED AS EXEMPT FROM
THE WARREN COUNTY SUBDIVISION ORDINANCE
UNDER SECTIONS 155-3B(1)(a), ALLOWING
BOUNDARY ADJUSTMENTS AND 155-3 B(1)(e)
ALLOWING LOTS GREATER THAN 20 ACRES AND
MAY BE COMMITTED TO RECORD.

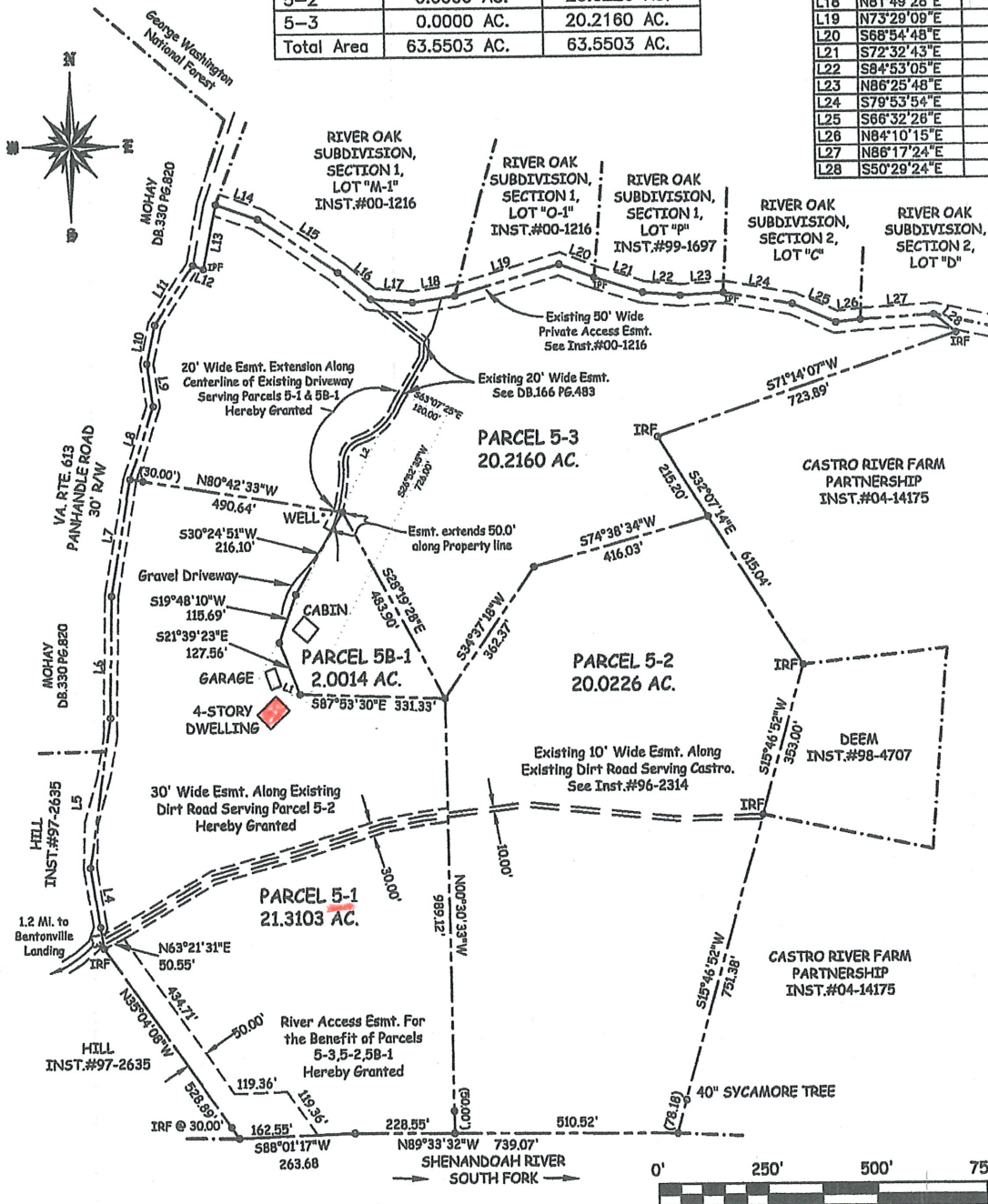
PLANNING DIRECTOR _____ DATE _____

--- Denotes Iron Rebar Set

--- Denotes Lot Lines
Hereby Vacated

Parcel	Original Area	New Area
5B-1	2.0000 AC.	2.0014 AC.
5	61.5503 AC.	0.0000 AC.
5-1	0.0000 AC.	21.3103 AC.
5-2	0.0000 AC.	20.0226 AC.
5-3	0.0000 AC.	20.2160 AC.
Total Area	63.5503 AC.	63.5503 AC.

LINE	BEARING	DISTANCE
L1	N63°07'25"W	120.00'
L2	N26°52'35"E	726.00'
L3	N08°55'27"W	50.00'
L4	N08°57'09"W	137.07'
L5	N08°23'11"W	344.11'
L6	N01°07'13"E	278.33'
L7	N10°00'36"E	269.32'
L8	N18°16'08"E	174.07'
L9	N07°30'09"W	97.88'
L10	N12°18'34"E	90.41'
L11	N33°08'35"E	162.79'
L12	S67°39'51"E	25.44'
L13	N11°40'04"E	150.29'
L14	S70°16'14"E	101.62'
L15	S55°51'43"E	219.41'
L16	S50°32'15"E	97.19'
L17	S84°55'33"E	94.95'
L18	N81°49'28"E	99.12'
L19	N73°29'09"E	247.39'
L20	S68°54'48"E	86.62'
L21	S72°32'43"E	116.35'
L22	S84°53'05"E	87.13'
L23	N86°25'48"E	98.45'
L24	S79°53'54"E	159.79'
L25	S66°32'28"E	107.17'
L26	N84°10'15"E	56.22'
L27	N86°17'24"E	167.74'
L28	S50°29'24"E	64.67'



NOTES:

1. Owners: River Oak Section I, L.L.C. as shown by deed recorded in instrument #99-3776.
2. Meridian derived from instrument #04-14175
3. Original Tax Map #'s: 35-5 and 35-5B
4. Boundary lines shown hereon are based on a current field survey.
5. No title report was furnished for the preparation of this survey. Therefore, all existing easements are not necessarily shown on this plat.
6. Zoned: Agricultural

Original Signed Plats are on
record at the Warren County
Clerk's Office

PREPARED BY:
LAND SURVEYS, PLLC
FRONT ROYAL, VA
540-636-9364

SCALE: 1" = 250'	DATE: 09/29/2010	DRAWN BY: PMH
JOB: W10-13	FB:	SHEET: 1 OF 1
REVISIONS:		
FILE: riveroak1.dwg		

SUMMIT LODGE - 5 BL 402F

Prepared by:

Joseph F. Silek, Jr., P.C.
43 Chester Street
Front Royal, Virginia 22630
540-635-9415
Joseph F. Silek, Jr. – VSB #27403

Tax Map No.: 35-5-1
35-5-B1

Title Insurance Underwriter: First American Title Insurance Company

Consideration: \$1,100,000.00

Assessed Value: TM 35-5-1 - \$1,687,900.00
TM 35-5-B1 - \$208,400.00

THIS DEED made and entered into this 16th day of November, 2020,
by and between **TAMARA L. PREISS, SOLE ACTING TRUSTEE OF THE BETTINA
SILVA CALLAWAY REVOCABLE TRUST DATED JULY 7, 2012**, party of the first
part, Grantor (hereinafter referred to as "Grantor") and JENNIFER K. **EY**, and CARL
S. **EY**, in the ownership interests herein set forth, parties of the second part, Grantees,
whose address is 4700 Brookside Drive, Alexandria, VA 22312.

WITNESSETH:

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) cash paid in hand and other good and valuable consideration, the receipt all of which is hereby acknowledged, the said parties of the first part do hereby grant and convey, in fee simple, with **SPECIAL WARRANTY OF TITLE** unto **CARL S. EY, AS TO AN UNDIVIDED 24% INTEREST** and **JENNIFER K. EY, AS TO AN UNDIVIDED 76% INTEREST**, as tenants in common, the following described real estate, to-wit:

PARCEL ONE – TAX MAP NO. 35-5-1

All that certain tract or parcel of real estate together with the improvements thereon and the appurtenances thereunto belonging, lying and being situate in South River Magisterial District, Warren County, Virginia, being known and designated as **Parcel 35 5-1, containing 21.3103 acres**, more or less, as shown on a plat prepared by Wayne E. Niskanen, Land Surveyor dated September 29, 2010 and entitled "Plat Showing Boundary Line Adjustment and Division of River Oak Section I, L.L.C., South River District, Warren County, Virginia", of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, as Instrument No. 100006083;

AND BEING a portion of the same property conveyed to Bettina Silva Callaway and Tamara Lee Preiss, Trustees of The Bettina Silva Callaway Revocable Trust, by virtue of a deed dated July 7, 2012 from Bettina S. Callaway, widow, said deed of record in the aforesaid Clerk's Office as Instrument #120004038;

PROPERTY ADDRESS – 1406 Panhandle Road, Bentonville, VA 22610

PARCEL TWO – TAX MAP NO. 35-5-B1

All that certain tract or parcel of real estate together with the improvements thereon and the appurtenances thereunto belonging, lying and being situate in South River Magisterial District, Warren County, Virginia, being known and designated as **Parcel 35 5B-1, containing 2.0014 acres**, more or less, as shown on a plat prepared by Wayne E. Niskanen, Land Surveyor dated September 29, 2010 and entitled "Plat Showing Boundary Line Adjustment and Division of River Oak Section I, L.L.C., South River District, Warren County, Virginia", of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, as Instrument No. 100006083;

AND BEING the same property conveyed to Bettina Silva Callaway and Tamara Lee Preiss, Trustees of The Bettina Silva Callaway Revocable Trust, by virtue of a deed dated July 19, 2014 from River Oak Section 1, L.L.C., a Virginia limited liability company from Bettina S. Callaway, widow, said deed of record in the aforesaid Clerk's Office as Instrument #120004038;

PROPERTY ADDRESS - 1408 Panhandle Road, Bentonville, VA 22610

Tamara Lee Preiss, a Trustee of the Bettina Silva Callaway Revocable Trust executes this deed pursuant to a Certificate of Trust dated July 7, 2012 wherein either Trustee may independently act.

Reference to said plats and deeds is hereby had for a more particular description of the real estate herein conveyed and for further derivation of title thereto.

This conveyance is made and accepted subject to all other easements, restrictions, and conditions, if any, of record in the aforesaid Clerk's Office, pertaining to or affecting the real estate herein conveyed.

WITNESS the following signature and seal:

BETTINA SILVA CALLAWAY
REVOCABLE TRUST DATED JULY 7, 2012

By: *Tamara L. Preiss* (SEAL)
TAMARA L. PREISS
SOLE ACTING TRUSTEE

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Warren, to-wit:

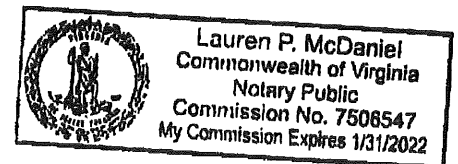
I, the undersigned, a Notary Public in and for the State and County aforesaid,
do hereby certify that Tamara L. Preiss, Trustee of The Bettina Silva Callaway
Revocable Trust Dated July 7, 2012, Grantor, whose name is signed to the foregoing
Deed, has this day personally appeared and acknowledged the same before me in my
State and County aforesaid.

Given under my hand this 10th day of November, 2020.

Lauren P. McDaniel (SEAL)
Notary Public

My commission expires: 01-31-2022

Notary Registration No.: 7506547



INSTRUMENT 200008263
RECORDED IN THE CLERK'S OFFICE OF
WARREN COUNTY CIRCUIT ON
NOVEMBER 12, 2020 AT 04:25 PM
\$1896.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$948.25 LOCAL: \$948.25
ANGELA M. MOORE, CLERK
RECORDED BY: AMM



COUNTY OF WARREN

Treasurer's Office

Warren County Government Center
220 North Commerce Avenue, Suite 800
Front Royal, Virginia 22630

Phone: (540) 635-2215

FAX: (540) 636-4870

Jamie L. Spiker
Treasurer

Allison R. Ross
Deputy Treasurer III

- As of today the ☒ Owner/Tenant/Contractor/Responsible Land Disturber

Carl Ey + Jennifer Ey
1406 Panhandle Rd.
Is current on real estate taxes in Warren County through Dec. 7th

Is current on personal property taxes in Warren County through N/A

- As of today the Owner/Tenant/Contractor/Responsible Land Disturber

Is current on real estate taxes in Warren County through _____

Is current on personal property taxes in Warren County through _____

- As of today the Owner/Tenant/Contractor/Responsible Land Disturber

Is current on real estate taxes in Warren County through _____

Is current on personal property taxes in Warren County through _____

- As of today the Owner/Tenant/Contractor/Responsible Land Disturber

Is current on real estate taxes in Warren County through _____

Is current on personal property taxes in Warren County through _____

- As of today the owner/tenant/contractor/responsible land disturber

has a payment plan with our office and is current on their payments
through _____

Sincerely,

KmkTanner

DATE: 12/14/20

Date: 11/17/20 Cash Register: 001 WARREN COUNTY TREASURER 14:23:08
Cshr: MARY ANN LANG Account#: 000022453 Cust.Transactions:
Type: PAY Dept/Bill#: RE2020 00023290002 P/I Date: 11/17/2020 11/17/2020
Name: CALLAWAY BETTINA SILVA/ Bill Date: 9/01/2020 Half: 2
Nam2: PREISS TAMARA LEE TRUSTEES Due/PstDt: 12/07/2020
Addr: 130 S CAMERON ST PAdr: 1406 PANHANDLE RD

WINCHESTER VA

Zip: 22601 - 0000
Desc: PAR 5-1 RIVER OAK SEC 1
LLC LR10-6083 FR TM 35-5

Map#: 35 5-1

PPPIIDDBBLLLLSS

Acre: 21.31 Dist/Cls 05 / 02 Status

MrtgCo:

SSN: 000 - 00 - 0000 000 - 00 - 0000

Land:	\$252,300	Improve:	\$1,435,600	Use:	\$106,900
Original Bill:	\$5,051.69	Credits:	\$.00	Discount:	\$.00
Penalty Paid:	\$.00	Int Paid:	\$.00	Last Date:	9/01/2020
Amount Owed:	\$5,051.69	Other:	\$.00	Setoff Claim #:	00000000
Total Owed:	\$5,051.69	Penalty:	\$.00	Interest:	\$.00
Principal Due:	5051.69	Pen Rate	% Int Fact		
Penalty Due:		Interest Due:			
Total Amount Due:	5051.69	Aging:	0 years, 0 months, -20 days.		
		Promise to Pay Date:			

F1=Amt Tender F2=Next Ticket F3=Exit

F10=Funcnt Menu F20=Attach

PAID

PROPERTY MANAGEMENT PLAN
Carl & Jennifer Ey (Owners)
1406 Panhandle Road, Bentonville, VA 22610

Carl's Cell = 202-803-1515

Jen's Cell = 202-213-9885

Carl = carl@theeyman.com; Jen = jen@theeyman.com

IN CASE OF AN EMERGENCY

If there is an emergency, or there are questions in regards to the property, please contact the local property manager, Peter Deutschman at 540-377-2196. If the emergency requires immediate assistance please call 911 or one of the following:

Warren County Sheriff's Department: 540-636-7100, 200 Skyline Vista Drive, Front Royal, VA 22630

Warren County Fire & Rescue: 540-636-3830, 200 Skyline Vista Drive, Front Royal, VA 22630

Neighboring Fire Department: 540-743-5585, 1 Firehouse Ln, Luray, VA 22835

Warren Memorial Hospital: 540-636-0300, 1000 N. Shenandoah Ave, Front Royal, VA 22630

Electrical Outage: Shenandoah Valley Electric Cooperative at 540-635-1110. 1406 Panhandle Road has an entire home backup generator serviced bi-annually.

Emergency Evacuation: Departing via the driveway, bear left onto Oakview Dr., turn left on State Rte 613, and turn left onto US-340N (to head to Front Royal, VA) or right on US-340N (to head to Luray, VA); Front Royal and Luray are major thoroughfares approximately 10 miles in either direction.

OCCUPANCY

This short-term rental will house 6 persons in 3 bedrooms.

NOISE

As defined by the Warren County Code, there is no expectation of "noise" that by reason of its volume, pitch, duration or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him. While there is a Utility Vehicle (aka "Gator") on the premises, it is intended for owner/handyman use only for maintenance and work purposes, and will be locked in the garage and inaccessible during all short-term rental periods.

The owners plan to market the property to families and couples seeking access to outdoor activities, wineries, and breweries. The home has an elevator and is handicap-accessible, making this an ideal getaway for multigenerational families. The home is pet-friendly, equipped with a fenced-in backyard and mudroom dog-washing station. As stated in the check-in instructions, under no circumstances are pets to be left in the yard when renters are away, and must be contained in a crate inside the home or garage when left alone. Dog crates are provided by the property owners.

PARKING

There is ample parking for six cars (estimating a maximum number of vehicles for six persons) in the driveway. The property has an alternate parking area down the driveway for an additional six vehicles, and/or to allow for a turn-around. Under no circumstances will cars park along the roadway, nor is it likely that anyone would do so, given the distance from the road to the property.

TRASH AND RECYCLING

All trash and recycling collected in receptacles in the home shall be placed in heavy-duty containers outside provided by the owner. The property manager/cleaning team will deposit all trash in those receptacles. The handyman will remove the trash in those receptacles to a nearby authorized transfer station. Property owners, Carl & Jennifer Ey, have purchased a permit to use the Warren County transfer station.

CHECK-IN & CHECK-OUT

Please refer to Powerpoint slides attached.

WIFI/PHONE/ETC

The phone number is 540.635.1020. Satellite television and Internet are available. Additionally, cellular coverage is strong for T-Mobile/Sprint customers, and better than average for AT&T customers. Given sometimes limited cellular connectivity, renters will be strongly encouraged to print out directions and check-in instructions to limit occurrences of lost cars seeking their destination.

SPECIFIC PROPERTY DETAILS

While the home is surrounded by nearly 64 acres, short-term renters are expected to mainly use the few acres around the house. The owners will provide a map of the property with boundary lines clearly delineated to keep adventurous hikers on the 64-acre plot. The driveway and landscaping immediately adjacent to the house and in the fenced in backyard will be maintained. Diseased trees will be removed only as necessary. The owners plan to mark a path down through the woods to facilitate safe access to the river and reduce occurrences of accidental trespassing. Otherwise, the land will be left undisturbed. No trespassing/no hunting notices will be posted.

AREA ATTRACTIONS – all within a 10-mile range

- Attractions: Shenandoah National Park, Shenandoah River State Park, Skyline Caverns, Golf Courses, Canoe Companies
- Groceries & Convenience: Walmart, Target, Martins, CVS
- Restaurants: Essence Restaurant, 7892 Stonewall Jackson Hwy, Front Royal, VA 22630

SPECIFIC PROPERTY REGULATIONS

- No shooting of firearms
- No hunting of any type on property
- Guests may use the designated/provided firepits and grills
- No fireworks
- No ATVs

ATTACHMENTS

- Property Map

Mailing address for Jennifer & Carl Ey:

4700 Brookside Drive

Alexandria, VA 22312



SUMMIT LODGE @RIVERBEND FARM (5BR HOME)
CHECK IN/OUT INSTRUCTIONS

*Thank you for booking Summit Lodge.
We are excited to have you.*



*The front door key code is **9839**.*

*Your local POC is **Pete Deutschman** at 540.477.2196.*

If you need assistance, call/text him - please be sure to tell him what property you are visiting.

*Please print these directions; unless you have Sprint/T-mobile cell service,
you will likely lose cellular service as you travel close to the property.*

Riverbend Farm address: 1406 Panhandle Road, Bentonville, VA 22610.

GPS coordinates: 38.85888, -78.32638 (38.51'32", -78.19'35")

*When your vehicle's navigation system says you have arrived, you may have to continue up the hill &
turn right onto Oak View Road and bear right to follow the signs for 1406.*

*Check In = **4:00 p.m.**; Check out = **11:30 a.m.***

*On Check out Day: Please start **1** load of laundry (sheets/towels). Please put dishes in dishwasher and start
the cycle. You do not need to wait on either cycle to finish. Thank you.*

*WIFI is available via satellite download; it allows to surf the net but. Streaming is challenging. Gaming is not
possible. Login and password are provided.*

Thank you in advance for your cooperation!



SUMMIT LODGE @RIVERBEND FARM (5BR HOME)

DIRECTIONS

Your local POC is **Pete Deutschman** at 540.477.2196.

Call or text him for help with directions.

Approximately 1 hour and 46 minutes from Washington, DC



Follow 66W from Washington, DC

*Take Exit 13 off of 66W ** Turn L onto VA 79S ** Turn Right onto VA 55W*

*Turn L onto US 340S ** Turn R onto State Route 613 (Panhandle Rd.)*

*** Turn R onto Oak View Road ** Stay to the right to 1406*

As you travel on Rt 613/Panhandle Road, after approx. 2 miles you should look for this sign; turn right on Oak View Rd.



Bear right and follow the sign that says 1406



*Riverbend Farm address:
1406 Panhandle Road,
Bentonville, VA 22610*

GPS coordinates:
38.85888, -78.32638

*Keep the address for
emergency purposes.*

*The cabin phone number is:
540.635.1020*

Riverbend Farm has contracted for local private snow removal – please call Pete with queries if inclement weather is anticipated.



Riverbend Farm (5BR HOME)

Rules



*Your local POC is **Pete Deutschman** at 540.477.2196.
Call or text him with questions.*

- No shooting of firearms
- Hunting is not allowed on this property
- Guests may use the designated/provided firepits and grills
- Fireworks are not permitted
- ATVs are not permitted
- All pets must be on a leash, must be crated inside the home when the guests explore the area; pets should never be left in the yard unattended
- Please be cognizant of neighbors and quiet time before 8:30 a.m. and after 10 p.m.
- Have a great time and visit our local restaurants and businesses; they are fabulous and waiting for you!



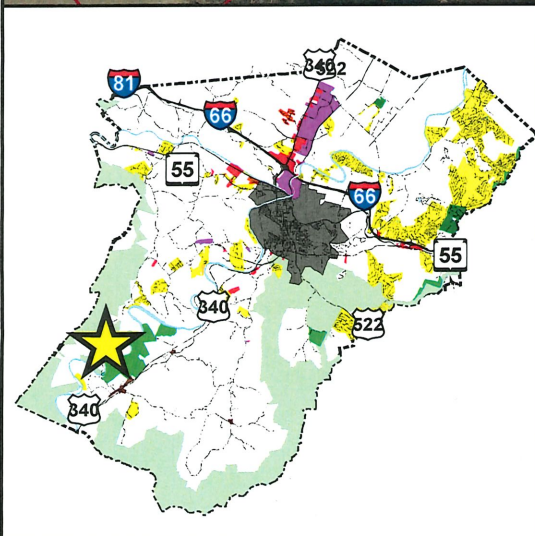
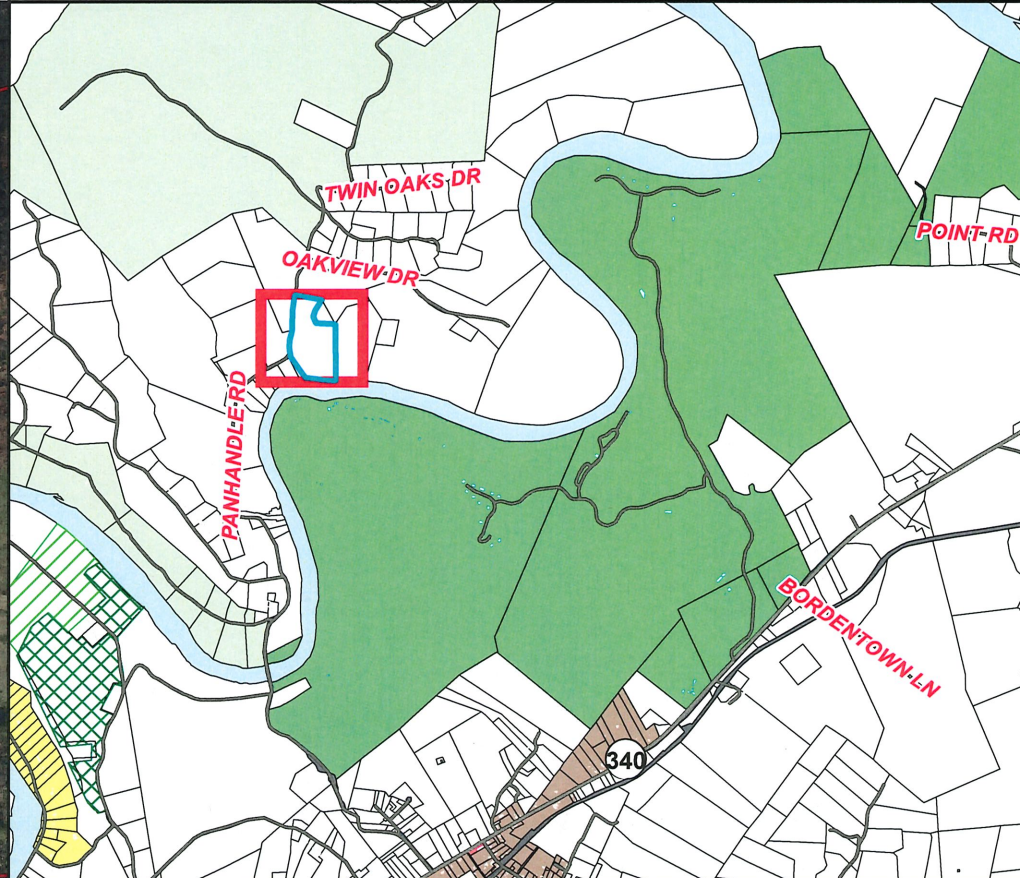
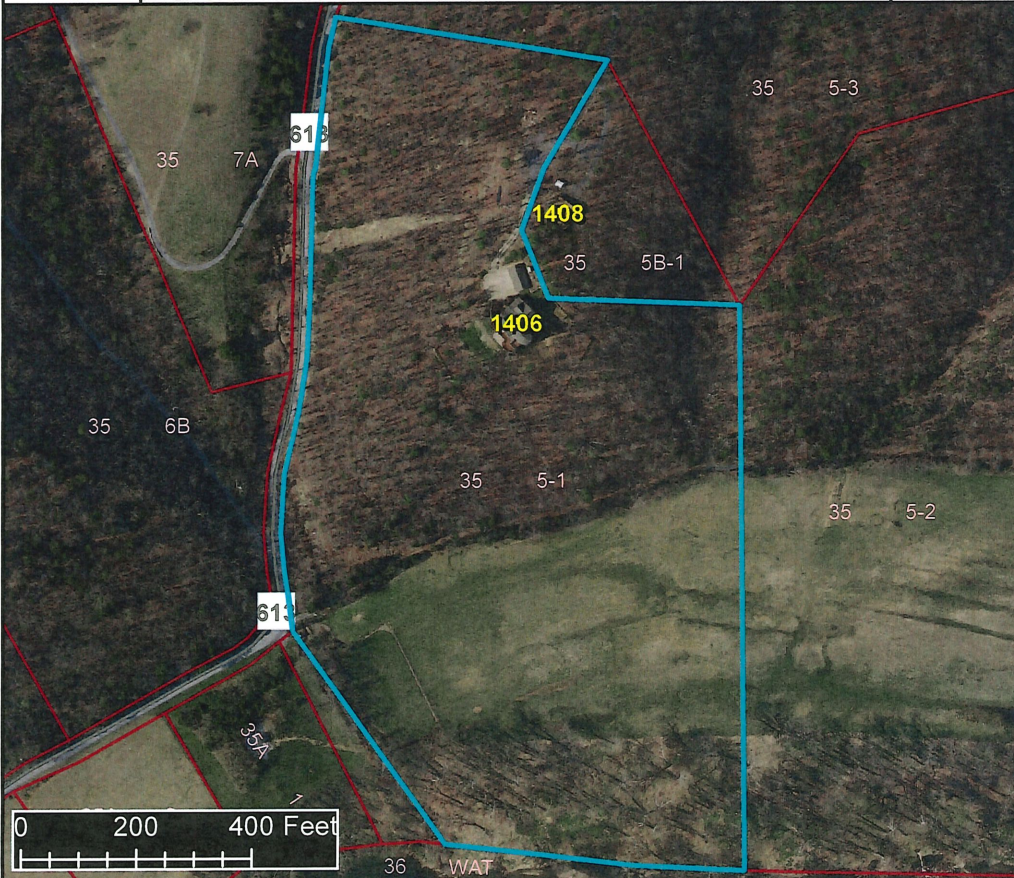
Warren County VA

CUP Location Map



CUP: Short Term Tourist Rental
Applicant: Carl & Jennifer Ey

TM 35-----5-1
1406 Panhandle Rd



Zoning

	Agricultural		Rural Residential
	Commercial		Right of Way
	Industrial		Front Royal
	Residential One		Federal Land
	Residential Two		State Land
	Suburban Residential		Water
	Village Residential		VOF Conservation Easements
			WC Conservation Easements

Map produced by
Warren County GIS 2020
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
02/16/2021	H-10	Conditional Use Permit #2021-01-04 Carl & Jennifer Ey <i>Short-Term Tourist Rental</i>

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

- 1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.
- 2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- 3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.
- 4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.
- 5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.
- 6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:
 - a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
 - b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
 - c) Provide for adequate parking and ingress and egress to public streets or roads.
 - d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
 - e) Prevent such use from changing the character and established pattern of development of the community.

PLANNING COMMISSION STATUS:

This application is scheduled for a public hearing in front of the Planning Commission on March 10, 2021. The Board of Supervisors will have the Planning Commission's recommendation for the Board public hearing on March 16, 2021, if this is advertised.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed Conditional Use Permit request for a Short-Term Tourist Rental for advertisement of a public hearing.

SUBMITTED BY:

Joseph Petty 
Zoning Administrator

DISPOSITION OF COMMISSION:

☐

APPROVED

☐

OTHER (Describe)

**PROCESSED
BY:**



Conditional Use Permit: 2021-01-04 / Short-Term Tourist Rental

Carl & Jennifer Ey, *Current Owners/Applicants*

Prepared: January 6, 2021

Staff Contact: Joseph Petty, Zoning Administrator

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a Short-Term Tourist Rental. The rental will be available for short-term visitations for individuals who will be visiting the Warren County area. The owners currently live in Alexandria, VA and will have the home professionally cleaned and maintained in between reservations. They have years of experience owning /operating short-term rentals in the Shenandoah Valley area.

PROPERTY INFORMATION

Property Location: 1408 Panhandle Road

Tax Map ID: 35-----5B-1

Magisterial District: South River

Subdivision: N/A

City: Bentonville

Zoning: Agricultural (A)

Acres: 2 (63.5 total)

Existing Land Use: Single Family Dwelling

SURROUNDING ZONING DISTRICTS & USES

North: Zoned Agriculture (A)

South: Shenandoah River

East: Zoned Agriculture (A)

West: Zoned Agriculture (A)

Use: Vacant Lot, Forest

Use: Shenandoah River

Use: Vacant Lot, Forest

Use: Single Family Dwelling, Forest

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural zoning district. The house construction date is unknown, and does not have a record of any previous zoning violations.



COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agriculture/residential land uses. A Short-Term Tourist Rental is a use allowed by conditional use permit in the Agricultural (A) zoning district, and is compatible with the current Warren County Zoning Ordinance.

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

ATTACHMENTS

☐ Agency Comments
☐ Location Map

☐ Application
☐ Public Comments

☐ Health Permit
☐ Submitted Plans

☐ Letter from Applicant
☐ Other: _____

SUPPLEMENTARY REGULATIONS
Warren County Zoning Ordinance: § 180-56.4: Short-term tourist rentals.

- A. The owner of a dwelling unit to be used for a short-term tourist rental shall apply and receive a zoning permit and/or a conditional use permit from the Planning Department prior to utilizing the dwelling unit as a short-term rental. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit, if applicable. Warren County may revoke a permit for repeated noncompliance with these performance standards.
- B. The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Warren County Health Department; however the maximum number of occupants shall not exceed 10. Our office is awaiting the response from the Health Department. The applicants have provided documents requesting two (2) bedrooms with a four (4) person maximum.
- C. Parking for the use shall be located in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all right-of-ways and in yards. There is sufficient parking for at least two (2) vehicles in the driveway.
- D. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times. The property is situated on an interior lot, with two sides bordering adjacent properties containing a single family dwelling; one of which is owned by the applicant. Most of the area is forest land, the area to the south borders the Shenandoah River.
- E. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.
- F. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code, and a carbon monoxide detector must be installed on each floor in every dwelling. The applicant shall obtain building permits to ensure the dwelling meets the current code requirements for fire protection systems.
- G. The owner of a dwelling used for short-term tourist rentals shall give the County written consent to inspect any dwelling used for short-term rental to ascertain compliance with all of the above performance standards upon a 24 hour notice.
- H. A property management plan (PMP) demonstrating how the short-term tourist rental will be managed and how impacts to neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants, utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to county staff, public safety officials, and if applicable, the HOA/POA of the subdivision. The plan must be provided as a part of the rental contract. The PMP is attached.
- I. If the property is located within a subdivision governed by a Home Owners Association/Property Owners Association, the Planning Department must receive a recommendation of approval or disapproval from the HOA/POA to operate the short-term tourist rental. This property is not located within an HOA/POA.
- J. The short-term tourist rental shall have a "land-line" with local phone service. The phone number servicing the short-term tourist rental shall be included in the property management plan.

- K. The owners of the tourist rental shall provide an emergency evacuation plan for the dwelling and the neighborhood. **The property shall have the evacuation plan posted in each bedroom and in the guest registration packet.**
- L. A copy of Chapter 123 of the Warren County Code relative to noise must be provided at the short-term tourist dwelling. **The applicant shall have a copy of the ordinance in their guest registration packet and posted in a common area of the dwelling.**
- M. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation as described in §180-63 of the Warren County Zoning Ordinance.
- N. All outdoor burning shall be in compliance with Chapter 92 of the Warren County Code.
- O. There shall be a minimum of 100' from the short-term tourist rental to all neighboring residences. **This short-term tourist dwelling does meet the setback requirement to adjacent single family dwellings. The closest dwelling is 140' to the north; however it is also under the same ownership and also has an application for short-term tourist rental. The closes adjoining property owner is 900'+ away.**

RECOMMENDED CONDITIONS

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

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four (4) as determined according to the Health Department permit for a two (2) bedroom dwelling.
3. The applicants shall provide documentation to County Staff for the maintenance of the sewage treatment system as recommended by the Warren County Health Department.
4. The applicants shall have the well water tested annually for e- coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments by the end of the calendar year.

Cc: Carl & Jennifer Ey- Owner/Applicant

Warren County Statement of Justification
1406/1408 Panhandle Road, Bentonville, VA 22610
GPS coordinates: 38.85888, -78.32638 (38.51'32", -78,19'35")

The Ey Family recently purchased 63.5503 acres in Bentonville, Virginia. "Riverbend" farm is four parcels on Tax Map 35. Parcel 5-1 is 21.3103 acres with a 3-bedroom home listed as 1406 Panhandle Road residing on this parcel. Parcel 5B-1 is 2.0014 acres with a 2-bedroom cabin listed as 1408 Panhandle Road residing on this parcel. The remaining 2 parcels have no dwellings and are listed as Parcel 5-2 with 20.0226 acres and Parcel 5-3 with 20.2160 acres.

Carl is a retired Soldier with 23 years of service and a 100% Service-Disabled Veteran. Jennifer is a senior government employee with the Department of Homeland Security (U.S. Coast Guard). She has been a federal government employee for 20-plus years. Carl and Jennifer live in Alexandria, Virginia, with their four-year old daughter, Emerson.

The Ey Family is seeking a conditional use permit to rent both the cabin and the home in a short-term rental program (i.e., AirBnB/Vacation Rental By Owner).

The Ey family has experience with short term rentals. From 2005 to 2020, the Eys had short term rentals in Page County, Virginia, renting their three log cabins to weekend renters and vacationers. Carl and Jennifer are completely supportive of the county and state regulations governing short-term rentals, to include honoring noise and traffic ordinances and payment of all sales and use tax/tourism tax in a timely manner.

Warren County has provided that a portion of this property may be part of the Warren County Land Use program. As per a letter dated 16 November 2020 from Ms. Linda M. Fuller, Lot 5-3 is wooded and 8.4 acres of Lot 5-2 is "agricultural use," for the purposes of hay production. The Ey's have returned correspondence requesting that they be allowed to remain in the Land Use program. The character of the remainder of the property will also remain unchanged.

In order to gain the Board of Supervisors support, the Ey Family offers the following:

- 1) There is no new construction being requested.
- 2) The closest neighbor is approximately 600 ft. away to the North/Northwest. Barbara and Warren Standley reside on Oak View Drive. The neighbor to the south is Robert Castro, who is over 18 acres from either of the properties.
- 3) There are no industrial chemicals being stored at either home. Various household cleaning solutions are stored in the pantry and two plastic fuel containers are properly stored in the garage.
- 4) The homes have adequate parking with 6 parking spaces for 1406 Panhandle Road (home) and 2 parking spaces for 1408 Panhandle Road (cabin). Additionally, there is a general parking area with 6 spots for either property to utilize. The general parking area has enough room for a wheelchair accessible van to utilize.
- 5) If approved, the 2-bedroom cabin will be referred to as Common Ground. It is two bedroom and two full baths with a full kitchen. If approved, the 3-bedroom cabin will be referred to as Summit Lodge. That property has 5 full baths and 2 half baths and a large chef-style kitchen.
- 6) Rental of the homes will not have a significant impact on traffic in the area. Based on our experience in Page County, we recognize that each bedroom may warrant a vehicle to bring the renters. Hence, between 2 and 7 vehicles will use Panhandle Road to access our properties in any given short-term rental. Additionally, these homes will rent for the purposes of enjoying time away from the city. Typically, cabin renters arrive at their destination and remain there, other than to visit tourist attractions and support the local economy.
- 7) The Ey Family employs a local property manager as a part-time handyman and caretaker, who will be available to renters at all times to assist them with any challenges. Additionally, the Ey family is seeking local persons to maintain the property i.e. local electricians, landscapers, plumbers and others from Warren County.
- 8) While the Eys seek approval for short-term rental of the home/cabin, they will utilize the property as a second home as often as possible – approximately 20% of the weekends. They truly love the property and the access to all the treasures of the Shenandoah River Valley and the National Park. We have every intention of protecting the local character and resources.

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-01-04
Date Received: 12/21/2020
Fee Amount: \$ 500.00 OK #189
Date Paid: 12/21/2020

Applicant Information:

Carl & Jennifer Ey

Applicant Name

4700 Brookside Drive Alexandria Virginia 22312
Address City State Zip

1408 Panhandle Road Bentonville Virginia 22610
Property Location for conditional use permit if Different than Applicant's Address

Carl S. Ey - 202.803.1515/Jen Ey - 202.213.9885; Carl@theeyman.com; Jen@theeyman.com

Primary Contact Number Email

Property Owner (if same as applicant, leave blank)

Address City State Zip

Primary Contact Number

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

A. Property Information:

- (1) Address/Location: 1408 Panhandle Road, Bentonville, VA 22610
- (2) Election District: South River District
- (3) Tax Map Number: MAP NUMBER 35 Parcel 5-1, 5-2, 5-3, 5B-1 (Plat enclosed)
- (4) Subdivision Name: River Oak Section I
- (5) Total Area of Property (acres): Parcel 5B-1 = 2.0014; Total AC - total 63.5503 acres
- (6) Total Area to be Used (acres): approximately .75 acres
- (7) Total Road Frontage (feet): Please see attached plat
- (8) Depth of Property (feet): Please see attached plat
- (9) Present Zoning: Both residential & agricultural

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Short term/vacation rental
- (2) Current land use and condition of site: Residential and agricultural use
- (3) Zoning of surrounding land/property: Agricultural and residential
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: ZERO: Cabin interior is being painted and rugs replaced with hardwood flooring
- (6) Season, days, and hours of operation: Generally weekends with some week-long rentals
- (7) Will there be a sign? ☒ Yes ☐ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
If we get board approval to rent this cabin, it will be referred to as COMMON GROUND.
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) No
- (9) Number of full time employees: All part time employees- housekeeper, maintenance & landscaping
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: variable, max of 14
- (12) Number of parking spaces to be provided: Regular 14 Handicap
- (13) What is the proposed landscaping and buffering for this property? Existing landscaping of heavily wooded vegetation and natural mountainous terrain

C. Plans Prepared By

Name: Carl S. Ey

Address: 4700 Brookside Drive, Alexandria, VA 22312

Telephone Number: 202 803 1515

D. Environmental Information

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) No
- _____
- _____
- _____

- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) None - trash will be collected in large trash receptacles and emptied after each guest at the local transfer station; the Ey Family has already purchased the waste decal.
- (3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) None
- (4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. The only emissions we anticipate is smoke from the occasional firepit in the yard.
Metal fire pits have been procured to ensure that any outdoor fires are completed in a safe environment.
- (5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) None
- (6) What will be the impact on traffic? Other than guests accessing the properties, there will not be any traffic issues; estimate between 2 cars arriving for the rental periods
- (7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. Currently, there is exterior lighting to support illuminating the entrance to the cabin.

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

☒ **An application fee of \$500.00.**

Make payable to the Treasurer of Warren County. A non-refundable fee of \$500.00 will be required at the time of submittal.

☒ **A Statement of Justification**

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

☒ **A Site Plan/Survey.**

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

☒ **Sewage Disposal and Well Site.** Shown on attached plat

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

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

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

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

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

☐ **Environmental and Community Impact Statements**

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

☒ **List of chemicals stored on the site** - NONE

A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

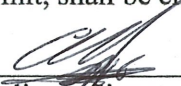
☒ **Location Map**

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

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

The Warren County Government Center is 13.7 miles and 27 minutes by car to 1406/1408 Panhandle Road, Bentoville, Virginia. From 220 N. Commerce Avenue, the driver should take E 2nd Street and Union Street, to US 340 S/N. Royal Avenue; Turn left onto US 340S/ N. Royal Ave.; follow 340 S for 9.9 miles; continue on Rte 613 to 1406/1408 Panhandle Road.

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

	12-15-2020
Applicant Signature	Date
Carl S. Ey	Jennifer K. Ey
Property Owner Signature	15 Dec 2020
	Date

Accepted by: _____

Date: _____

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

The Ey Family owns 63.5503 acres in Bentonville, Virginia, which we refer to as Riverbend Farm. The two bedroom cabin is located at 1408 Panhandle Road and if our special use permit is approved, will be referred to as Common Ground. The cabin is being painted inside and the carpet is being removed in favor of wood flooring. The only chemicals stored on site are cleaning solutions including dish-washing/clothes washing liquids i.e. there are no industrial-type chemicals. The septic is permitted and approved to support this 2-bedroom cabin. The Ey Family wishes to secure a conditional use permit to rent this cabin on their farm in the AIRBNB program.

This sign is approximately 35" by 35" and will be at the gate of our property



This cabin, if approved for rentals will be referred to as COMMON GROUND. The sign is 18 inches by 18 inches round mounted on board background.

PLAT
SHOWING BOUNDARY LINE ADJUSTMENT
AND DIVISION OF
RIVER OAK SECTION I, L.L.C.
SOUTH RIVER DISTRICT
WARREN COUNTY, VIRGINIA

REVIEWED AND CERTIFIED AS EXEMPT FROM
THE WARREN COUNTY SUBDIVISION ORDINANCE
UNDER SECTIONS 155-3B(1)(a), ALLOWING
BOUNDARY ADJUSTMENTS AND 155-3 B(1)(e)
ALLOWING LOTS GREATER THAN 20 ACRES AND
MAY BE COMMITTED TO RECORD.

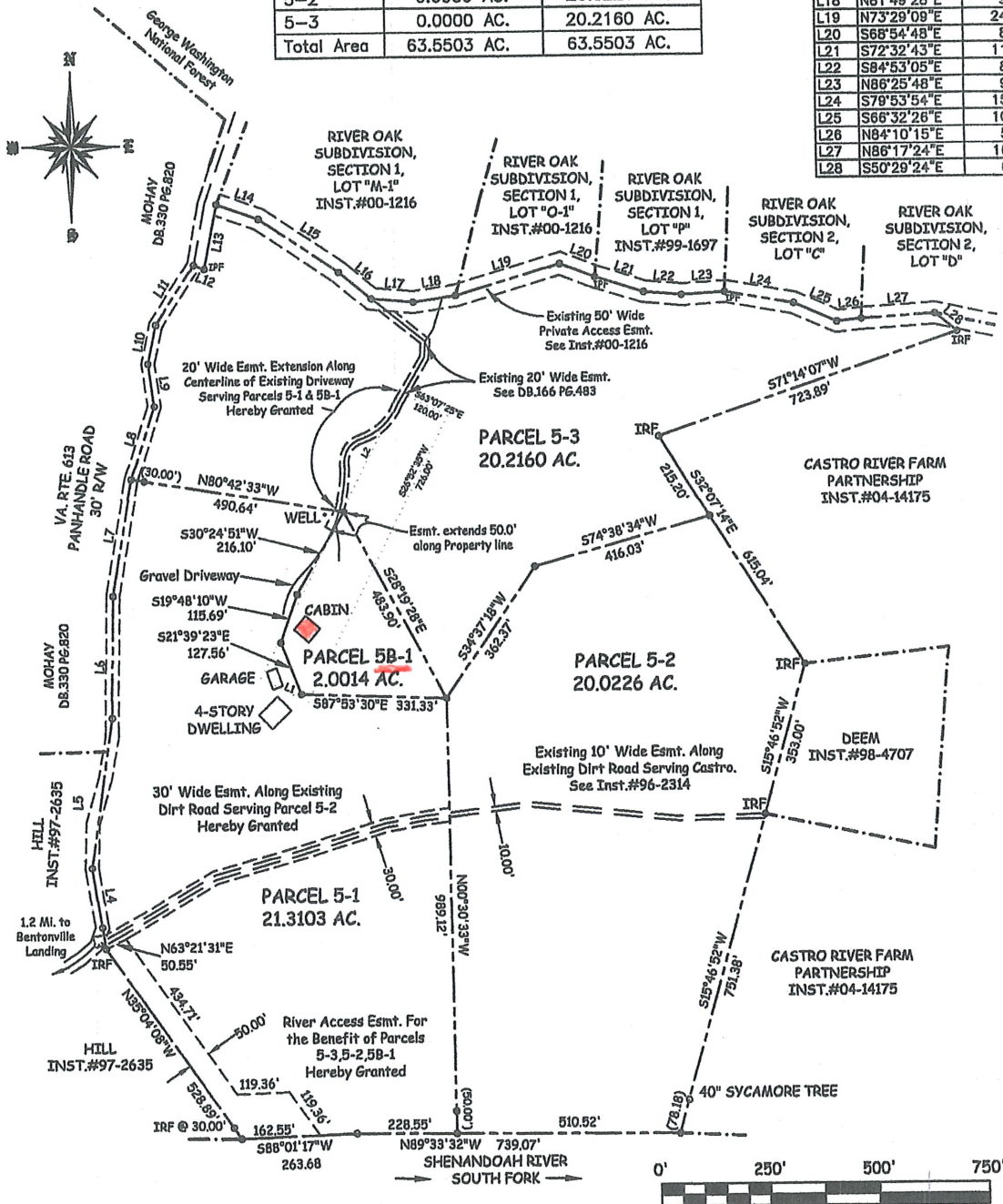
PLANNING DIRECTOR _____ DATE _____

Denotes Iron Rebar Set

Denotes Lot Lines
Hereby Vacated

Parcel	Original Area	New Area
5B-1	2.0000 AC.	2.0014 AC.
5	61.5503 AC.	0.0000 AC.
5-1	0.0000 AC.	21.3103 AC.
5-2	0.0000 AC.	20.0226 AC.
5-3	0.0000 AC.	20.2160 AC.
Total Area	63.5503 AC.	63.5503 AC.

LINE	BEARING	DISTANCE
L1	N63°07'25"W	120.00'
L2	N26°52'35"E	726.00'
L3	N08°55'27"W	50.00'
L4	N08°57'09"W	137.07'
L5	N08°23'11"W	344.11'
L6	N01°07'13"E	278.33'
L7	N10°00'38"E	269.32'
L8	N18°16'08"E	174.07'
L9	N07°30'09"W	97.88'
L10	N12°18'34"E	90.41'
L11	N33°08'35"E	162.79'
L12	S67°39'51"E	25.44'
L13	N11°40'04"E	150.29'
L14	S70°16'14"E	101.62'
L15	S55°51'43"E	219.41'
L16	S50°32'15"E	97.19'
L17	S84°55'33"E	94.95'
L18	N81°49'28"E	99.12'
L19	N73°29'09"E	247.39'
L20	S68°54'48"E	86.62'
L21	S72°32'43"E	118.35'
L22	S84°53'05"E	87.13'
L23	N86°25'48"E	98.45'
L24	S79°53'54"E	159.79'
L25	S66°32'26"E	107.17'
L26	N84°10'15"E	56.22'
L27	N86°17'24"E	167.74'
L28	S50°29'24"E	64.67'



NOTES:

1. Owners: River Oak Section I, L.L.C. as shown by deed recorded in instrument #99-3778.
2. Meridian derived from instrument #04-14175
3. Original Tax Map #s: 35-5 and 35-5B
4. Boundary lines shown hereon are based on a current field survey.
5. No title report was furnished for the preparation of this survey. Therefore, all existing easements are not necessarily shown on this plat.
6. Zoned: Agricultural

Original Signed Plats are on
record at the Warren County
Clerk's Office

PREPARED BY:
LAND SURVEYS, PLLC
FRONT ROYAL, VA
540-636-9364

SCALE: 1" = 250'	DATE: 09/29/2010	DRAWN BY: PMH
JOB: W10-13	FB:	SHEET: 1 OF 1
REVISIONS:		
FILE: riveroak1.dwg		

Common Grounds CARM - 2 BR CABIN

Prepared by:

Joseph F. Silek, Jr., P.C.
43 Chester Street
Front Royal, Virginia 22630
540-635-9415
Joseph F. Silek, Jr. – VSB #27403

Tax Map No.: 35-5-1
35-5-B1

Title Insurance Underwriter: First American Title Insurance Company

Consideration: \$1,100,000.00

Assessed Value: TM 35-5-1 - \$1,687,900.00
TM 35-5-B1 - \$208,400.00

THIS DEED made and entered into this 16th day of November, 2020,
by and between **TAMARA L. PREISS, SOLE ACTING TRUSTEE OF THE BETTINA
SILVA CALLAWAY REVOCABLE TRUST DATED JULY 7, 2012**, party of the first
part, Grantor (hereinafter referred to as "Grantor") and JENNIFER K. **EY**, and CARL
S. **EY**, in the ownership interests herein set forth, parties of the second part, Grantees,
whose address is 4700 Brookside Drive, Alexandria, VA 22312.

WITNESSETH:

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) cash paid in hand and other good and valuable consideration, the receipt all of which is hereby acknowledged, the said parties of the first part do hereby grant and convey, in fee simple, with **SPECIAL WARRANTY OF TITLE** unto **CARL S. EY, AS TO AN UNDIVIDED 24% INTEREST** and **JENNIFER K. EY, AS TO AN UNDIVIDED 76% INTEREST**, as tenants in common, the following described real estate, to-wit:

PARCEL ONE – TAX MAP NO. 35-5-1

All that certain tract or parcel of real estate together with the improvements thereon and the appurtenances thereunto belonging, lying and being situate in South River Magisterial District, Warren County, Virginia, being known and designated as **Parcel 35 5-1, containing 21.3103 acres**, more or less, as shown on a plat prepared by Wayne E. Niskanen, Land Surveyor dated September 29, 2010 and entitled "Plat Showing Boundary Line Adjustment and Division of River Oak Section I, L.L.C., South River District, Warren County, Virginia", of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, as Instrument No. 100006083;

AND BEING a portion of the same property conveyed to Bettina Silva Callaway and Tamara Lee Preiss, Trustees of The Bettina Silva Callaway Revocable Trust, by virtue of a deed dated July 7, 2012 from Bettina S. Callaway, widow, said deed of record in the aforesaid Clerk's Office as Instrument #120004038;

PROPERTY ADDRESS – 1406 Panhandle Road, Bentonville, VA 22610

PARCEL TWO – TAX MAP NO. 35-5-B1

All that certain tract or parcel of real estate together with the improvements thereon and the appurtenances thereunto belonging, lying and being situate in South River Magisterial District, Warren County, Virginia, being known and designated as **Parcel 35 5B-1, containing 2.0014 acres**, more or less, as shown on a plat prepared by Wayne E. Niskanen, Land Surveyor dated September 29, 2010 and entitled "Plat Showing Boundary Line Adjustment and Division of River Oak Section I, L.L.C., South River District, Warren County, Virginia", of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, as Instrument No. 100006083;

AND BEING the same property conveyed to Bettina Silva Callaway and Tamara Lee Preiss, Trustees of The Bettina Silva Callaway Revocable Trust, by virtue of a deed dated July 19, 2014 from River Oak Section 1, L.L.C., a Virginia limited liability company from Bettina S. Callaway, widow, said deed of record in the aforesaid Clerk's Office as Instrument #120004038;

PROPERTY ADDRESS - 1408 Panhandle Road, Bentonville, VA 22610

Tamara Lee Preiss, a Trustee of the Bettina Silva Callaway Revocable Trust executes this deed pursuant to a Certificate of Trust dated July 7, 2012 wherein either Trustee may independently act.

Reference to said plats and deeds is hereby had for a more particular description of the real estate herein conveyed and for further derivation of title thereto.

This conveyance is made and accepted subject to all other easements, restrictions, and conditions, if any, of record in the aforesaid Clerk's Office, pertaining to or affecting the real estate herein conveyed.

WITNESS the following signature and seal:

BETTINA SILVA CALLAWAY
REVOCABLE TRUST DATED JULY 7, 2012

By: Tamara L. Preiss (SEAL)
TAMARA L. PREISS
SOLE ACTING TRUSTEE

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Warren, to-wit:

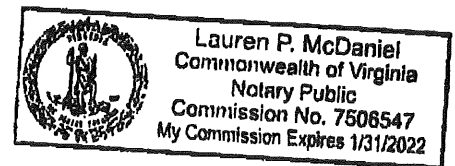
I, the undersigned, a Notary Public in and for the State and County aforesaid,
do hereby certify that Tamara L. Preiss, Trustee of The Bettina Silva Callaway
Revocable Trust Dated July 7, 2012, Grantor, whose name is signed to the foregoing
Deed, has this day personally appeared and acknowledged the same before me in my
State and County aforesaid.

Given under my hand this 10th day of November, 2020.

Lauren P. McDaniel (SEAL)
Notary Public

My commission expires: 01-31-2022

Notary Registration No.: 7506547



INSTRUMENT 200008263
RECORDED IN THE CLERK'S OFFICE OF
WARREN COUNTY CIRCUIT ON
NOVEMBER 12, 2020 AT 04:25 PM
\$1896.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$948.25 LOCAL: \$948.25
ANGELA M. MOORE, CLERK
RECORDED BY: AMM



COUNTY OF WARREN

Treasurer's Office
Warren County Government Center
220 North Commerce Avenue, Suite 800
Front Royal, Virginia 22630
Phone: (540) 635-2215
FAX: (540) 636-4870

Jamie L. Spiker
Treasurer
Allison R. Ross
Deputy Treasurer III

- As of today the ☒ Owner/Tenant/Contractor/Responsible Land Disturber

Carl Ey + Jennifer Ey
1406 Panhandle Rd.
Is current on real estate taxes in Warren County through Dec. 7th

Is current on personal property taxes in Warren County through N/A

- As of today the Owner/Tenant/Contractor/Responsible Land Disturber

Is current on real estate taxes in Warren County through _____

Is current on personal property taxes in Warren County through _____

- As of today the Owner/Tenant/Contractor/Responsible Land Disturber

Is current on real estate taxes in Warren County through _____

Is current on personal property taxes in Warren County through _____

- As of today the Owner/Tenant/Contractor/Responsible Land Disturber

Is current on real estate taxes in Warren County through _____

Is current on personal property taxes in Warren County through _____

- As of today the owner/tenant/contractor/responsible land disturber

has a payment plan with our office and is current on their payments
through _____

Sincerely,

Kmk Tanner

DATE: 12/14/20

Date: 11/17/20 Cash Register: 001 WARREN COUNTY TREASURER 14:23:08
Cshr: MARY ANN LANG Account#: 000022453 Cust.Transactions:
Type: PAY Dept/Bill#: RE2020 00023290002 P/I Date: 11/17/2020 11/17/2020
Name: CALLAWAY BETTINA SILVA/ Bill Date: 9/01/2020 Half: 2
Nam2: PREISS TAMARA LEE TRUSTEES Due/PstDt: 12/07/2020
Addr: 130 S CAMERON ST PAdr: 1406 PANHANDLE RD

WINCHESTER VA

Zip: 22601 - 0000
Desc: PAR 5-1 RIVER OAK SEC 1
LLC LR10-6083 FR TM 35-5

Map#: 35 5-1

PPPIIDDBBLLLLSS

Acre: 21.31 Dist/Cls 05 / 02 Status

MrtgCo:

SSN: 000 - 00 - 0000 000 - 00 - 0000

Land:	\$252,300	Improve:	\$1,435,600	Use:	\$106,900
Original Bill:	\$5,051.69	Credits:	\$.00	Discount:	\$.00
Penalty Paid:	\$.00	Int Paid:	\$.00	Last Date:	9/01/2020
Amount Owed:	\$5,051.69	Other:	\$.00	Setoff Claim #:	00000000
Total Owed:	\$5,051.69	Penalty:	\$.00	Interest:	\$.00
Principal Due:	5051.69	Pen Rate	% Int Fact		
Penalty Due:		Interest Due:			
Total Amount Due:	5051.69	Aging:	0 years, 0 months, -20 days.		
		Promise to Pay Date:			

F1=Amt Tender F2=Next Ticket F3=Exit

F10=Funcnt Menu F20=Attach

PAID

PROPERTY MANAGEMENT PLAN

Carl & Jennifer Ey (Owners)

Common Ground @Riverbend Farm

1408 Panhandle Road, Bentonville, VA 22610

Carl's Cell = 202-803-1515

Jen's Cell = 202-213-9885

Carl = carl@theeyman.com; Jen = jen@theeyman.com

IN CASE OF AN EMERGENCY

If there is an emergency, or there are questions in regard to the property, please contact the local property manager, Peter Deutschman at 540-377-2196. If the emergency requires immediate assistance, please call 911 or one of the following:

Warren County Sheriff's Department: 540-636-7100, 200 Skyline Vista Drive, Front Royal, VA 22630

Warren County Fire & Rescue: 540-636-3830, 200 Skyline Vista Drive, Front Royal, VA 22630

Neighboring Fire Department: 540-743-5585, 1 Firehouse Ln, Luray, VA 22835

Warren Memorial Hospital: 540-636-0300, 1000 N. Shenandoah Ave, Front Royal, VA 22630

Electrical Outage: Shenandoah Valley Electric Cooperative at 540-635-1110.

Emergency Evacuation: Departing via the driveway, bear left onto Oakview Dr., turn left on State Rte 613, and turn left onto US-340N (to head to Front Royal, VA) or right on US-340N (to head to Luray, VA); Front Royal and Luray are major thoroughfares approximately 10 miles in either direction.

OCCUPANCY

This short-term rental will house up to 4 adults in a total of 2 bedrooms.

NOISE

As defined by the Warren County Code, there is no expectation of "noise" that by reason of its volume, pitch, duration or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him. While there is a Utility Vehicle (aka "Gator") on the premises, it is intended for owner/handyman use only for maintenance and work purposes, and will be locked in the garage and inaccessible during all short-term rental periods.

The owners plan to market the property to families and couples seeking access to outdoor activities, wineries, and breweries. The cabin is pet-friendly; as stated in the check-in instructions, under no circumstances are pets to be left in the yard when renters are away, and must be contained in a crate inside the cabin when left alone.

PARKING

There is ample parking for two cars (estimating a maximum number of vehicles for two couples/families) in the driveway. The property has an alternate parking area across the driveway for an additional six vehicles, and/or to allow for a turn-around. Under no circumstances will cars park along the roadway, nor is it likely that anyone would do so, given the distance from the road to the property.

TRASH AND RECYCLING

All trash and recycling collected in receptacles in the cabin shall be placed in heavy-duty containers outside provided by the owner. The property manager/cleaning team will deposit all trash from those receptacles. The handyman will remove the trash in those receptacles to a nearby authorized transfer station. Property owners, Carl & Jennifer Ey, have purchased a permit to use the Warren County transfer station.

CHECK-IN & CHECK-OUT

Please refer to Powerpoint slides attached.

WIFI/PHONE/ETC

The cabin is currently undergoing maintenance (painting and replacing the floor and furniture). When complete (in January 2021), a phone line will be established, and satellite television and Internet will be made available. Additionally, cellular coverage is strong for T-Mobile/Sprint customers, and better than average for AT&T customers. Given sometimes limited cellular connectivity, renters will be strongly encouraged to print out directions and check-in instructions to limit occurrences of lost cars seeking their destination.

SPECIFIC PROPERTY DETAILS

While the cabin is surrounded by nearly 64 acres, short-term renters are expected to mainly use the few acres around the cabin. The owners will provide a map of the property with boundary lines clearly delineated to keep adventurous hikers on the 64-acre plot. The driveway and landscaping immediately adjacent to the cabin will be maintained. Diseased trees will be removed only as necessary. The owners plan to mark a path down through the woods to facilitate safe access to the river and reduce occurrences of accidental trespassing. Otherwise, the land will be left undisturbed. No trespassing/no hunting notices will be posted.

AREA ATTRACTIONS – all within a 10-mile range

- Attractions: Shenandoah National Park, Shenandoah River State Park, Skyline Caverns, Golf Courses, Canoe Companies
- Groceries & Convenience: Walmart, Target, Martins, CVS
- Restaurants: Essence Restaurant, 7892 Stonewall Jackson Hwy, Front Royal, VA 22630

SPECIFIC PROPERTY REGULATIONS

- No shooting of firearms
- No hunting of any type on property
- Guests may use the designated/provided firepits and grills
- No fireworks
- No ATVs

ATTACHMENTS

- **Property Map**

Mailing address for Jennifer & Carl Ey:

4700 Brookside Drive

Alexandria, VA 22312



COMMON GROUND (2 BR CABIN)

CHECK IN/OUT INSTRUCTIONS

*Thank you for booking Riverbend Farm.
We are excited to have you.*



*The front door key code is **TBD**.*

*Your local POC is **Pete Deutschman** at 540.477.2196.*

If you need assistance, call/text him - please be sure to tell him what property you are visiting.

*Please print these directions; unless you have Sprint/T-mobile cell service,
you will likely lose cellular service as you travel close to the property.*

Common Ground address: 1408 Panhandle Road, Bentonville, VA 22610.

GPS coordinates: 38.85888, -78.32638 (38.51'32", -78.19'35")

*When your vehicle's navigation system says you have arrived, you may have to continue up the hill &
turn right onto Oak View Road and bear right to follow the signs for 1406.*

*Check In = **4:00 p.m.**; Check out = **11:30 a.m.***

*On Check out Day: Please start **1** load of laundry (sheets/towels). Please put dishes in dishwasher and start
the cycle. You do not need to wait on either cycle to finish. Thank you.*

*WIFI is available via satellite download; it allows to surf the net but. Streaming is challenging. Gaming is not
possible. Login and password are **TBD**.*

Thank you in advance for your cooperation!



Common Ground (2BR CABIN)

DIRECTIONS



Your local POC is **Pete Deutschman** at 540.477.2196.
Call or text him for help with directions.
Approximately 1 hour and 46 minutes from Washington, DC

Follow 66W from Washington, DC
Take Exit 13 off of 66W ** Turn L onto VA 79S ** Turn Right onto VA 55W
Turn L onto US 340S ** Turn R onto State Route 613 (Panhandle Rd.)
** Turn R onto Oak View Road ** Stay to the right to 1406

As you travel on Rt 613/Panhandle Road, after approx. 2 miles
you should look for this sign; turn right on Oak View Rd.



Bear right and follow the sign that says 1406



Common Ground address:
1408 Panhandle Road,
Bentonville, VA 22610

GPS coordinates:
38.85888, -78.32638

Keep the address for
emergency purposes.

The cabin phone number is:
540.635.1020

Common Ground has contracted for local private snow removal – please call Pete with queries if inclement weather is anticipated.



Common Ground (2BR CABIN)

Rules

*Your local POC is **Pete Deutschman** at 540.477.2196.
Call or text him with questions.*



- No shooting of firearms
- Hunting is not allowed on this property
- Guests may use the designated/provided firepits and grills
- Fireworks are not permitted
- ATVs are not permitted
- All pets must be on a leash, must be crated inside the home when the guests explore the area; pets should never be left in the yard unattended
- Please be cognizant of neighbors and quiet time before 8:30 a.m. and after 10 p.m.
- Have a great time and visit our local restaurants and businesses; they are fabulous and waiting for you!



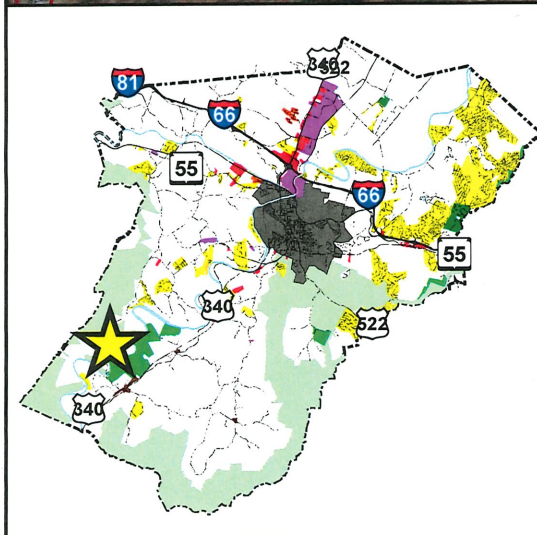
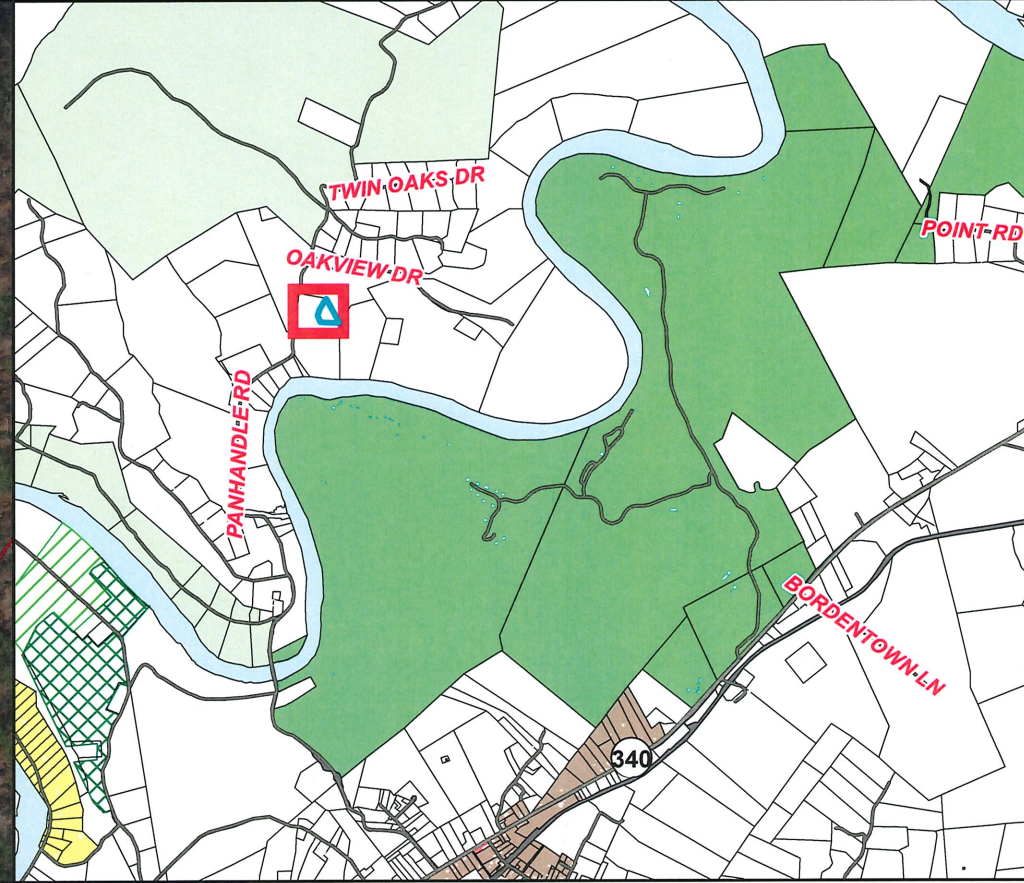
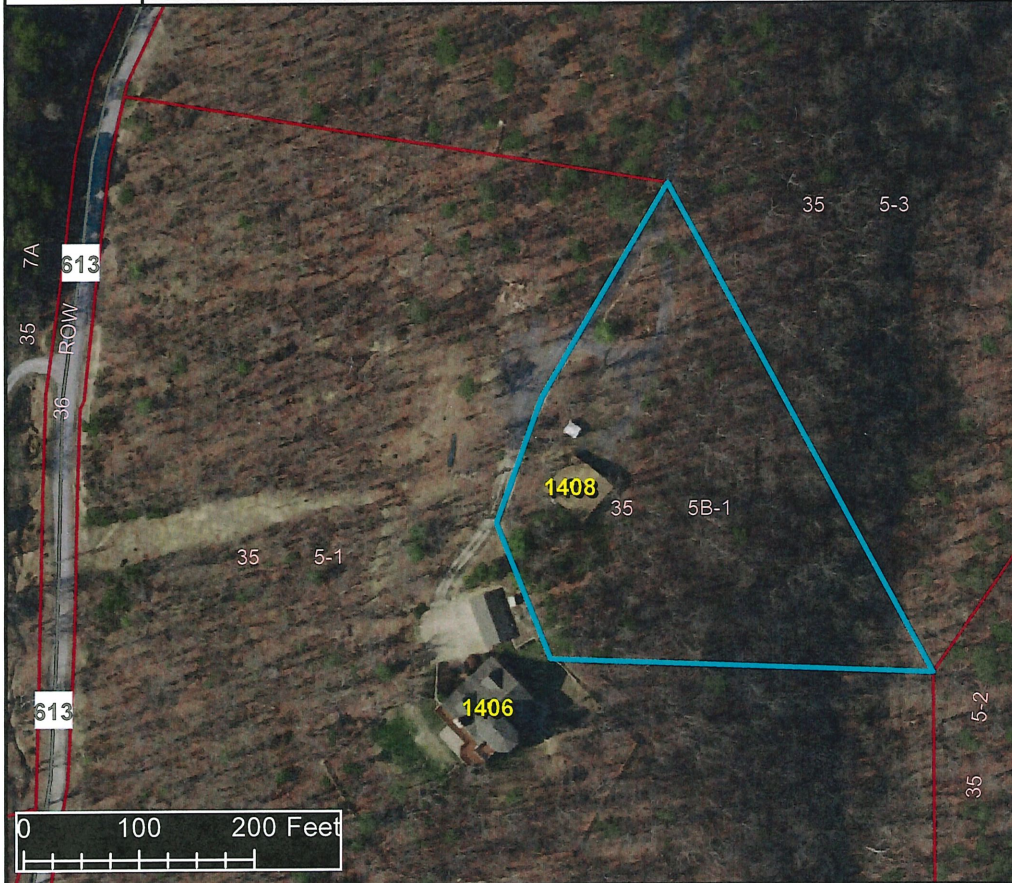
Warren County VA

CUP Location Map



CUP: Short Term Tourist Rental
Applicant: Carl & Jennifer Ey

TM 35-----5B-1
1408 Panhandle Rd



Zoning

	Agricultural		Rural Residential
	Commercial		Right of Way
	Industrial		Front Royal
	Residential One		Federal Land
	Residential Two		State Land
	Suburban Residential		Water
	Village Residential		VOF Conservation Easements
			WC Conservation Easements

Map produced by
Warren County GIS 2020
Department of Planning

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant Gary Lee Kushner Phone 703-350-7017
 Address 1106 Fitchett Road Beranville, UT 22610
 Date Reported to Animal Control Officer 2/3/2021 Signed [Signature]

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amount Claimed
2/2/2021	1	Coyote	\$ 50.00	\$ 50.00

Total amount requested by claimant: \$ 50.00

Amount recommended to be paid by Animal Control Officer \$ 50.00

Remarks:

COUNTY OF WARREN killed on our property

APPROVAL FOR PAYMENT

I certify that this expenditure is necessary for the operation of this department, that appropriated funds are available for payment and the goods/services have been received in good order.

Signature [Signature] Claimant Gary L Kushner Date 2/4/2021

Department Animal Control

Record Budget Code 35010-5802 Animal Control Officer [Signature] Date 2/4/2021

Comments: FEB 05 2021

The Board, after an examination of the above claim, approves same and allows \$ _____. Please charge to Animal Control 35010-5802.

Board of Supervisors of Warren County

Date of Action _____ By _____

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant: Michael Mitchell Phone: 540-660-1329

Address: 319 Mitchell Dr. Front Royal, VA, 22630

Date Reported to Animal Control Officer: 1/30/21 Signed: [Signature]

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amt. Claimed
<u>1/30/21</u>	<u>1.</u>	<u>Coyote</u>	<u>50⁰⁰</u>	<u>50⁰⁰</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total amount requested by claimant:

50⁰⁰

Amount recommended to be paid by Animal Control Officer:

50⁰⁰

Remarks:

Killed on own property
COUNTY OF WARREN

APPROVAL FOR PAYMENT of ID attached

I certify that this expenditure is necessary
for the operation of this department, that
appropriated funds are available for payment
and the goods/services have been received
in good order.

Signature [Signature]

Department _____

Recm'd Budget Code 35010-5802

Comments: FEB 03 2021

Claimant

[Signature]
C. M. Anderson 604

Animal Control Officer

1/30/21

Date

1/30/21

Date

The Board, after an examination of the above claim, approves same and allows \$ _____.
Please charge to Animal Control 35010-5802

Board of Supervisors of Warren County

Date of action: _____

By: _____



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE February 16, 2021	ITEM I-1	SUBJECT: Public Hearing – Entering into an Option Agreement for the Disposition of Publicly Held Real Property	PAGE 1 OF 1
<u>EXPLANATION & SUMMARY:</u> Following a closed session discussion at its regular meeting on July 21, 2020, Warren County entered into a letter of intention with American Power Ventures, LLC to negotiate the possible future purchase or lease of a portion of County-owned property (the “LOI”). At this time, the County wishes to execute an Option Agreement which would provide the purchaser with the option to buy County owned real property located at 261 Country Club Road, Front Royal, and further identified as Tax Map 12, Parcel 57B, pursuant to the LOI. The LOI provided that American Power Ventures, LLC may assign the LOI to an affiliate, and the LOI has been so assigned to APV Cardinal Energy, LLC (“APV”). APV desires to purchase ± 3.00 acres out of this 30.5571 acre parcel, as further described in the LOI. Section 15.2-1800 of the Code of Virginia requires a locality to hold a public hearing prior to the disposition of any publicly held real property. This hearing has been properly advertised. <u>COST & FINANCING:</u> The sale price is \$90,000 per acre, and the Option Agreement provides for payments to the County of \$2,500 per six month period for the first three years, and then \$2,500 per three month period for the final year of the Option Agreement. Additionally, if the proposed facility is built, substantial tax revenues would be generated. <u>CONSENT AGENDA MOTION:</u> I move that the Board of Supervisors authorize the County Administrator to, on behalf of the County of Warren, enter into an Option Agreement with APV Cardinal Energy, LLC (“APV”) for the granting of an option to APV to purchase a portion of County owned property located at 261 Country Club Road, Front Royal, further identified as Tax Map 12, Parcel 57B, comprised of approximately three acres, together with certain easements thereto. OR I move that the Board of Supervisors not authorize the County Administrator to, on behalf of the County of Warren, enter into an Option Agreement with APV Cardinal Energy, LLC (“APV”) for the granting of an option to APV to purchase a portion of County owned property located at 261 Country Club Road, Front Royal.			
SUBMITTED BY: Jason J. Ham, Interim County Attorney	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:

PURCHASE OPTION AGREEMENT

THIS PURCHASE OPTION AGREEMENT (the “**Agreement**”) is entered into this ____ day of February, 2021 (the “**Effective Date**”), by and between **THE COUNTY OF WARREN, VIRGINIA**, a body politic, (the “**Grantor**”), and **APV CARDINAL ENERGY, LLC**, a New Jersey limited liability company (the “**Grantee**”).

In consideration of the mutual covenants herein contained, and for other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the exclusive option (the “**Option**”) to purchase the Property (as hereinafter defined), subject to the following terms and conditions:

1. **The Property.** The property subject to this Agreement is that certain portion of a parcel of land known as Residential T.M. Parcel 57B, located in Warren County, Virginia, containing approximately three (3) acres of land within a 30.5571 acre site (the “**Original Parcel**”), and more particularly described on the attached preliminary project site plan dated July 29, 2020, which is attached hereto as Exhibit A and incorporated herein by this reference (the “**Property**”). Included with any conveyance of the Property are any structures and other improvements now thereon, all easements and/or other interests appurtenant thereto, and any fixtures therein. Also included with any conveyance of the Property are the following:

(a) all easements, appurtenances and rights of way pertaining to the Property;

(b) all right, title and interest of Grantor in and to any reports, test results, analyses, similar data concerning the Property or any structures thereon, and any plans, studies, written work or related materials concerning the Property, including, without limitation, any survey plans, subdivision or similar plans, construction plans and specifications and the like; and

(c) all right, title and interest of Grantor in and to any permits, certificates, consents and approvals pertaining to the Property.

2. **Term.** The initial term of the Option (the “**Option Period**”) shall commence upon the Effective Date of this Agreement and shall terminate on the third (3rd) anniversary of the Effective Date; provided, however, that Grantee shall have the right to extend the Option Period for up to four (4), three (3) month extension periods (each, an “**Extension Period**,” and to the extent applicable, together with the Option Period, the “**Term**”). During the Term, Grantee shall have the right to terminate this Agreement for any reason or no reason, in its sole and absolute discretion, by giving notice to Grantor in accordance herewith. In the event that Grantee does not exercise the Option prior to the expiration of the Term, Grantee’s rights and obligations under this Agreement shall be null and void and of no force or effect except as otherwise expressly provided herein.

3. Option Payments.

a. In consideration of the grant of the Option, Grantee shall pay to Grantor the sum of up to Fifteen Thousand and No/100 Dollars (\$15,000.00), payable in periodic installments, as more particularly described hereinbelow (each being an “**Option Payment**,” and collectively, the “**Option Payments**”).

b. Within three (3) business days of the Effective Date, Grantee shall pay the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the “**Conditional Option Payment**”) into escrow with any reputable title insurance company selected by Grantee (the “**Title Company**”). Grantor, Grantee and the Title Company shall enter into an escrow agreement in a form substantially similar to the form of agreement attached hereto as Exhibit B (the “**Escrow Agreement**”).

c. In the event that Grantee terminates this Agreement during the First Period (as defined hereinbelow), the Conditional Option Payment shall be returned from the Title Company to Grantee, and Grantee’s rights and obligations under this Agreement shall be null and void and of no force or effect except as otherwise expressly provided herein. In the event that Grantee does not terminate this Agreement during the First Period, the Conditional Option Payment shall be released by Title Company to Grantor, and the Conditional Option Payment shall be credited as, and deemed to be, the “**First Option Payment**.” The First Option Payment shall be deemed to be consideration for the first six (6) months of the Option Period (the “**First Period**”).

d. On or before the expiration of the First Period, Grantee shall pay directly to Grantor the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the “**Second Option Payment**”), which shall be attributable for the second six (6) month period of the Option Period (the “**Second Period**”). On or before the expiration of the Second Period, Grantee shall pay directly to Grantor the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the “**Third Option Payment**”), which shall be attributable for the third six (6) month period of the Option Period (the “**Third Period**”). On or before the expiration of the Third Period, Grantee shall pay directly to Grantor the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the “**Fourth Option Payment**”), which shall be attributable for the fourth six (6) month period of the Option Period (the “**Fourth Period**”). On or before the expiration of the Fourth Period, Grantee shall pay directly to Grantor the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the “**Fifth Option Payment**”), which shall be attributable for the fifth six (6) month period of the Option Period (the “**Fifth Period**”). On or before the expiration of the Fifth Period, Grantee shall pay directly to Grantor the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the “**Sixth Option Payment**”), which shall be attributable for the sixth six (6) month period of the Option Period (the “**Sixth Period**”).

e. In the event that Grantee exercises its right to extend the Option Period pursuant to Section 2 of this Agreement, on or before the expiration of the Sixth Period, Grantee shall deliver notice of its exercise of such extension right to Grantor, together with payment of the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the “**First Extension**”).

Payment”), which shall be attributable for the first three (3) month Extension Period (the “**First Extension Period**”). In the event that Grantee wishes to further extend the Option Period, on or before the expiration of the First Extension Period, Grantee shall deliver notice of its exercise of such extension right to Grantor, together with payment of the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the “**Second Extension Payment**”), which shall be attributable for the second three (3) month period of the Extension Period (the “**Second Extension Period**”). In the event that Grantee wishes to further extend the Option Period, on or before the expiration of the Second Extension Period, Grantee shall deliver notice of its exercise of such extension right to Grantor, together with payment of the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the “**Third Extension Payment**”), which shall be attributable for the third three (3) month period of the Extension Period (the “**Third Extension Period**”). In the event that Grantee wishes to further extend the Option Period, on or before the expiration of the Third Extension Period, Grantee shall deliver notice of its exercise of such extension right to Grantor, together with payment of the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the “**Fourth Extension Payment**”), which shall be attributable for the fourth (3) month period of the Extension Period (the “**Fourth Extension Period**”).

f. The parties acknowledge that the Option Payments are separate consideration for the granting of the Option. Except with respect to the Conditional Option Payment, the Option Payments shall not be refundable to Grantee. In the event that Grantee terminates this Agreement after the expiration of the First Period, Grantor shall retain the Option Payments made by Grantee as of the effective date of such termination as Grantor’s sole remedy, and Grantee’s rights or obligations under this Agreement shall be null and void and of no force or effect except as otherwise expressly provided herein.

4. Due Diligence.

a. During the First Period, Grantee shall have the right to perform, at its sole cost and expense, due diligence review of the Property, including, but not limited to, inspecting the condition of the Property by consultants of its own choosing and inspecting survey, environmental, geotechnical, zoning, title matters and such further examinations, studies and tests as deemed appropriate by Grantee in its sole discretion to evaluate the suitability of the Property for Grantee’s intended purpose (collectively, the “**Due Diligence Investigations**”). Not later than five (5) business days after the Effective Date of this Agreement, Grantor shall deliver to Grantee, to the extent that Grantor has not already done so, any and all of the following documents or information in Grantor’s possession, custody, or control: (i) all environmental studies or impact statements or reports with respect to the Property; (ii) geotechnical reports; (iii) documentation or plans related to wetlands, water-related setbacks, restrictions of uses including order of conditions, certificates of compliance, violation notices or other items; (iv) traffic studies; (v) documentation regarding historic use or preservation and property restrictions; (vi) reports regarding utility availability or lack of availability including, without limitation, sewer, water, electric and gas and to the extent applicable, and utility bills; (vii) information concerning title to the Property, including any existing title insurance policies, title certifications or title reports together with copies of all documents and plans referred to therein; (viii) any surveys or plans, including site plans, of the Property; (ix) information concerning property taxes in

connection with the Property, including current year tax; (x) any and all building plans, specifications, drawings and the like referring or relating to the Property; and (xi) all permits, certificates of authority, permit applications and copies of any and all correspondence and memoranda concerning any governmental agency or authority having jurisdiction over the Property, its operation or development (collectively, the “**Diligence Documents**”).

b. Grantee shall have the right to enter upon the Property during the First Period to perform its Due Diligence Investigations. Neither Grantee nor any of its agents, representatives, employees, contractors or the like (the “**Permitted Parties**”) shall cause any damage to the Property which is not promptly repaired, or violate any laws or regulations. Grantee shall notify Grantor of its intention at least twenty-four (24) hours in advance of each such entry onto the Property and shall, if Grantor so requests, allow Grantor or its representative to accompany Grantee or the Permitted Parties during such access provided that Grantor covenants to make such person available.

c. Prior to entry on the Property, Grantee shall furnish, or cause its Permitted Parties to furnish, to Grantor, evidence of insurance, naming Grantor as an additional insured, insuring Grantor from and against liability resulting from injury to or death of any person or persons and damage to or destruction of property, in an amount not less than One Million and No/100 Dollars (\$1,000,000.00), combined single limits. Grantee shall indemnify, hold harmless and defend Grantor and its employees, invitees and representatives against all costs (including reasonable attorneys’ fees) and damage to the Property caused by the activities of Grantee or its Permitted Parties under this Section 4; provided, however, that such indemnity shall not include any costs or damages caused by the willful or negligent acts of Grantor or its agents or representatives. In no event shall Grantee be liable hereunder for any expense, loss or damage arising out of the mere discovery of any pre-existing condition at the Property, but shall be responsible for any exacerbation of any such condition caused by Grantee or any Permitted Party. The foregoing indemnification obligations shall survive the termination of this Agreement.

d. Notwithstanding the foregoing, in the event that Grantee becomes aware of any potentially reportable condition on the Property, Grantee shall promptly notify Grantor, and Grantor shall be entitled to make the determination of how to report such condition; provided, however, that if Grantee is under a legal obligation to report a discovered condition on the Property and Grantor fails to report such condition within five (5) business days’ of discovery, Grantee shall be entitled to report such condition in a manner consistent with applicable law without liability to Grantor. In the event that Grantee elects to exercise the Option and proceeds to Closing, Grantee shall, upon taking title to the Property, become liable for remediating any existing contamination and new releases of hazardous materials at the Property

e. In addition to the foregoing, at all times during the Term, Grantee may, at its sole cost and expense, (i) conduct additional Due Diligence Investigations; (ii) negotiate easements, development and similar agreements with Grantor and any adjacent property owners and occupants; and (iii) attempt to secure any or all governmental permits and approvals required to construct, finance and develop the Property for Grantee’s intended use, including without limitation, any and all permits, variances, site plan approvals and other approvals that may be

required by local, state, or federal government rules, regulations, ordinances, bylaws, statutes or by any governmental authority or as deemed to be necessary in the opinion of Grantee's counsel or in the opinion of any lender financing the development of the Property.

f. Grantee may, at any time during the First Period, terminate this Agreement for any reason or for no reason, and upon delivering notice of such termination to Grantor and the Title Company, the Title Company shall refund the Conditional Option Payment to Grantee, and Grantee's rights or obligations under this Agreement shall be null and void and of no force or effect except as otherwise expressly provided herein. Notwithstanding the foregoing, Grantee may, at any time prior to Closing (as defined hereinbelow), terminate this Agreement for any reason or for no reason upon delivering notice of such termination to Grantor, in which case, Grantor shall retain the Option Payments made by Grantee as of the effective date of such termination as Grantor's sole remedy, and Grantee's rights or obligations under this Agreement shall be null and void and of no force or effect except as otherwise expressly provided herein.

5. Condition of Title.

a. At the time of Closing, title to the Property shall be (a) good and marketable and free and clear of all liens, encumbrances, leases and tenancies, subject only to exceptions in effect as of the Effective Date and such other exceptions as may be acceptable to Grantee in its sole and absolute discretion (the "**Permitted Exceptions**"); and (b) insurable as aforesaid by the Title Company, at standard rates for the Commonwealth of Virginia. In the event that title to the Property is not in accordance with the requirements of this Agreement, Grantee may either (a) take such title as Grantor can cause to be conveyed, without abatement of the Purchase Price, or (b) terminate this Agreement by giving written notice to Grantor, whereupon this Agreement shall become null and void and of no force or effect, and neither Grantor nor Grantee shall have any further liability or obligation hereunder except as otherwise expressly provided herein.

b. Grantor hereby covenants that, from and after the Effective Date, and during the Term, and through the Closing Date (as defined hereinbelow), it shall not enter into or permit any easement, servitude, covenant, restriction or right of way for or burdening the Property or any part thereof or permit any lien to attach thereto or enter into any agreement, written or otherwise, with respect to the Property, or any part thereof, the term of which extends beyond the Closing Date, or which would obligate Grantee to assume and pay the same, without Grantee's prior written consent, which consent may be withheld in Grantee's sole and absolute discretion. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall require Grantor to bring any action or proceeding or otherwise to incur any expense to correct, discharge or remove any title exception, objection or defect with respect to the Property other than liens against all or part of the Property (including any mortgage, mechanics', or similar lien or encumbrance) that can be satisfied and discharged with the payment of a specified amount of money unless such lien or encumbrance is created by Grantee or the Permitted Parties, (ii) the standard preprinted exceptions that are typically omitted from an owner's title policy upon delivery of a title affidavit by a seller, and (iii) any items filed after the Effective Date as a result

of any act or omission of Grantor, except to the extent consented to by Grantee in accordance herewith.

6. **Exercise of Option.** Grantee may exercise the Option at any time during the Term. Grantee shall exercise the Option by delivering to Grantor written notice of Grantee's exercise (the "**Option Notice**"). Upon Grantee's exercise of the Option as set forth in the immediately preceding sentence, provisions and conditions of this Agreement pertaining to Closing (as hereinafter defined), and the consummation of the purchase of the Property shall apply.

7. **Purchase Price.** The purchase price for the Property (the "**Purchase Price**"), which shall be paid by Grantee by wire transfer of immediately available funds at the Closing, shall be calculated at a rate of Ninety Thousand and No/100 Dollars (\$90,000.00), per acre, subject to the adjustments and credits provided in Section 8 of this Agreement. The final Purchase Price shall be calculated based upon the total acreage of the Property, as determined by Grantee's surveyor.

8. **Closing; Closing Conditions; Closing Deliverables; Closing Adjustments.**

a. The conveyance of the Property by Grantor to Grantee (the "**Closing**") shall take place no later than thirty (30) days after the date of the Option Notice, on such date as shall be agreed upon by Grantor and Grantee (the "**Closing Date**"), through escrow arrangements with the Title Company.

b. After the delivery of the Option Notice, the obligation of Grantor or Grantee to sell or purchase the Property, as the case may be, is subject to the satisfaction, up to and through the Closing, of each of the following conditions (any of which may be waived in whole or in part at or prior to the Closing) (each, a "**Closing Condition**"):

(i) The other party hereto shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by it prior to or as of the Closing;

(ii) All of the representations, warranties and covenants of the other party hereto set forth in this Agreement shall be true at and as of the Closing in all material respects as though such representations, warranties and covenants were made at and as of the Closing;

(iii) The other party hereto shall not have made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature or been adjudicated as bankrupt or filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, and no such petition shall have been filed against it; and

(iv) All instruments and documents required on the other party's part to effectuate this Agreement and the transactions contemplated herein shall be satisfactory in all reasonable respects to the Title Company and shall be in accordance with the terms and provisions of this Agreement and with customary industry standards in the Commonwealth of Virginia.

c. At Closing, Grantor shall deliver to the Title Company conducting the Closing, the following:

(i) A duly executed special warranty deed (the "**Deed**"), in the form attached hereto as Exhibit C;

(ii) One or more access and utility easements, granting (1) direct access from State Route 655 (Country Club Road) to the Property; (2) direct access to certain existing utility lines on the eastern-most portion of the Property; and (3) such other easements as Grantee shall reasonably determine to be necessary to facilitate Grantee's use of the Property for its intended purpose (collectively, the "**Easement**"), in the form attached hereto as Exhibit D. Grantee acknowledges that Code of Virginia 15.2-1800 requires that Grantor must provide public notice and take action at a public meeting prior to granting any such easements and agrees that all deadlines, including Closing, shall be tolled while such processes are being diligently pursued by Grantor; provided, however, the Easement shall be authorized, approved and granted on the same timeline as the Subdivision, as further described in Section 10 below.

(iii) A deed of subdivision and subdivision plat, approved by all applicable departments and governing bodies of Warren County, Virginia, pursuant to Section 10 hereof, in recordable form;

(iv) A title affidavit in the form attached hereto as Exhibit E;

(v) A FIRPTA affidavit, if applicable, in the form attached hereto as Exhibit F;

(vi) Evidence reasonably required by Grantee and the Title Company to evidence Grantor's authority to enter into the transaction contemplated hereby and to execute and deliver the Deed and other documents contemplated hereby;

(vii) A Virginia R-5 form or equivalent, if applicable;

(viii) A representation and warranty bringdown certificate in the form attached hereto as Exhibit G;

(ix) All other documents reasonably necessary to effectuate the transaction, including, but not limited to, a settlement statement prepared by the Title Company that is reasonably acceptable to both Grantor and Grantee (the "**Settlement Statement**").

d. At Closing, Grantee shall deliver to the Title Company conducting the Closing, the following:

(i) Such affidavits or documents as the Title Company shall reasonably require to insure the title to the Property to issue, without extra charge to Grantor, policies of title insurance free of any exceptions for unfilled mechanics', materialmen's or similar liens;

(ii) Appropriate resolutions and other evidence reasonably required by Grantor and the Title Company to evidence Grantee's authority to enter into the transaction contemplated hereby and to execute and deliver documents contemplated hereby; and

(iii) A representation and warranty bringdown certificate in the form attached hereto as Exhibit H;

(iv) All other documents reasonably necessary to effectuate the transaction, including, but not limited to, the Settlement Statement.

e. Upon Grantor's compliance with Section 8(b) above, Grantee shall pay the Purchase Price by immediately available funds including wire transfer via the Federal Reserve System, to the Title Company to be held in escrow for the benefit of Grantor, disbursable upon the successful conclusion of the Closing. Option Payments shall not be a credit against the Purchase Price.

f. Grantor shall pay for its own attorneys' fees, the preparation of all deeds and easements and all required public notices, including the publication thereof, the Grantor's tax assessed on the consideration of the Deed, if any, and all fees and taxes associated with releasing liens on the Property created by Grantor. Grantee shall pay for all other state and local transfer and recordation taxes and fees, including but not limited to all fees and taxes associated with releasing liens on the Property created by Grantee, all settlement fees charged by the Title Company, all recording fees for the Deed, all recording fees and taxes on any deed(s) of trust required for Grantee's financing, if any, of the purchase of the Property, its own attorneys' fees, title examination charges and title insurance premiums and costs, third party costs associated with Grantee's due diligence studies, and all other closing fees and costs of any kind.

g. Utility service (if any) surcharges, fees or other amounts payable for water, sewer, fuel, electricity, gas and other utilities as such pertain to the Property, as well as any rent or other income generated by the Property, shall be apportioned, which such prorations and adjustment to be determined as of 11:59 p.m. (EST) of the date immediately preceding the Closing Date, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by Grantee at the time of delivery of the Deed. If any of the foregoing items cannot be apportioned at the Closing because of the unavailability of the amounts which are to be apportioned or otherwise, or are incorrectly apportioned at Closing or subsequent thereto, such items shall be apportioned or reapportioned, as the case may be, as soon as practicable after the Closing Date or the date such error is discovered, as applicable. Rollback

taxes, if any, which are assessed covering the time frame of Grantor's ownership, will be the responsibility of Grantor. As the Property is owned by Warren County and not currently taxed, all real property taxes after Closing shall be paid by Grantee.

h. In the event that Grantee notifies Grantor of an objection to the marketability of Grantor's title, the Closing may be extended for up to thirty (30) days from the Closing Date to allow Grantor an opportunity to eliminate the title defect or obtain title insurance satisfactory to Grantee to insure over the defect. If Grantor is unable during such period to eliminate the defect or secure such title insurance, then at Grantee's option, (i) Grantee may waive the title objection and proceed to Closing; or (ii) Grantee may terminate this Agreement, which shall then be null and void and Grantor and Grantee shall be free of all obligation to the other party except as otherwise expressly provided herein.

9. Representations and Warranties.

a. Grantor hereby represents and warrants to Grantee except as set forth to the contrary herein or on any exhibit hereto, which representations and warranties shall also be deemed made by Grantor to Grantee as of the Closing Date, as follows:

i. At the Closing, Grantor will have and will convey to Grantee good, indefeasible and marketable fee simple title to the Property, insurable at standard rates in the Commonwealth of Virginia, free and clear of all mortgages, liens (including mechanics liens), deeds of trust, encumbrances (including development/infrastructure costs), restrictions, rights-of-way, easements, judgments and other matters affecting title, except for the Permitted Exceptions. Grantor shall not take any action which will adversely affect title to or the condition of the Property.

ii. There are no leases, tenancies, licenses or other rights of occupancy affecting the Property as of the Effective Date.

iii. No person, firm, corporation or other entity has any right or option to lease or to acquire the Property or any portion thereof.

iv. No action, suit or proceeding has been served upon or, to the knowledge of Grantor, is pending or threatened against the Property or any portion thereof or relating to or arising out of the ownership or operation of the Property.

v. There is no pending condemnation or similar proceeding or assessment affecting the Property, or any part thereof, nor to the best knowledge and belief of Grantor without independent investigation, is any such proceeding or assessment contemplated or threatened by any governmental authority.

vi. Grantor is not aware of, and has received no written notice of, any default or breach in any material respect under any of the other covenants, conditions, restrictions, rights-of-way or easements or leases or agreements affecting the Property or any portion thereof which

are to be performed or complied with by the owner of the Property, nor of any other violations of any laws with respect to the Property in any material respect.

vii. The execution, delivery and performance of this Agreement by Grantor and the consummation by Grantor of the transactions contemplated by this Agreement have been duly and validly authorized by all requisite actions of Grantor. All necessary consents, approvals or authorizations have been obtained by Grantor in connection with the execution, delivery and performance by Grantor of this Agreement. Assuming the due execution and delivery of this Agreement by Grantee, this Agreement constitutes the valid and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

viii. The execution, delivery and performance of this Agreement by Grantor and the consummation by Grantor of the transactions contemplated by this Agreement will not: (i) violate any applicable law, statute, rule, regulation or any order of any court or governmental authority that is binding on Grantor; or (ii) result in a breach of or default under (A) any Agreement or other agreement to which Grantor is a party or (B) any provision of the charter of Grantor.

ix. Grantor is not the subject debtor under any federal, state or local bankruptcy or insolvency proceeding, or any other proceeding for dissolution, liquidation or winding up of its assets.

x. There are no actions pending or, to Grantor's knowledge, threatened against Grantor, which if adversely determined would materially adversely affect (i) the financial condition of Grantor, or (ii) Grantor's ability to enter into or perform this Agreement.

xi. To Grantor's knowledge, the Diligence Documents delivered to Grantee by Grantor constitute, in all material respects, true, correct and complete copies of the Diligence Documents held by Grantor in its possession or control.

xii. The Property is owned by Grantor and will not be subject to taxation until after Closing, at which time, Grantee shall be responsible for all taxes associated with the Property arising and occurring post-Closing; provided, however, that Grantee shall not be liable for any rollback taxes associated with the Property.

xiii. Subject to any applicable public hearing requirements, Grantor has the full power and authority to (i) subdivide the Original Parcel to create the Property as an independent, separate tax lot; (ii) convey the Property to Grantee; and (iii) grant the Easement to Grantee, and Grantor has no knowledge of any legal requirement or condition that would prevent Grantor from fulfilling its obligations under this Section 9(a)(xiii).

The provisions of this Section 9(a) shall survive Closing for a period of twelve (12) months.

b. Grantee hereby represents and warrants to Grantor except as set forth to the contrary herein or on any exhibit hereto, which representations and warranties shall also be deemed made by Grantee to Grantor as of the Closing Date, as follows:

i. Grantee is a limited liability company duly formed, validly existing and in good standing in the State of New Jersey.

ii. The execution, delivery and performance of this Agreement by Grantee and the consummation by Grantee of the transactions contemplated by this Agreement have been duly and validly authorized by all requisite actions of Grantee. All necessary consents, approvals or authorizations have been obtained by Grantee in connection with the execution, delivery and performance by Grantee of this Agreement. Assuming the due execution and delivery of this Agreement by Grantor, this Agreement constitutes the valid and binding obligation of Grantee, enforceable against Grantee in accordance with its terms.

iii. The execution, delivery and performance of this Agreement by Grantee and the consummation by Grantee of the transactions contemplated by this Agreement will not: (i) violate any applicable law, statute, rule, regulation or any order of any court or governmental authority that is binding on Grantee; or (ii) result in a breach of or default under (A) this Agreement or any other agreement to which Grantee is a party or (B) any provision of the organizational documents of Grantee.

iv. Grantee is not the subject debtor under any federal, state or local bankruptcy or insolvency proceeding, or any other proceeding for dissolution, liquidation or winding up of its assets.

v. There are no actions pending or, to Grantee's knowledge, threatened against Grantee, which if adversely determined would materially adversely affect (i) the financial condition of Grantee, or (ii) Grantee's ability to enter into or perform this Agreement.

vi. Grantee has not engaged in any dealings or transactions in contravention of (a) the applicable money laundering laws or regulations or conventions or (b) Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time-to-time or any published terrorist or watch list that may exist from time to time. Grantor is not, nor will be (i) conducting any business or engaging in any transaction with any person appearing on the list maintained by the U.S. Treasury Department's Office of Foreign Assets Control list located at 31 C.F.R., Chapter V, Appendix A or (ii) a person described in Section 1 of the Anti-Terrorism Order.

The provisions of this Section 9(b) shall survive Closing for a period of twelve (12) months.

10. **Subdivision.** Grantor shall exercise Grantor's best efforts to obtain all requisite approvals from all necessary governmental agencies for the subdivision of the Property from the

Original Parcel (the “**Subdivision**”) and to create the Easement in accordance with the Subdivision Ordinance of Warren County, Virginia, and such other applicable law, prior to the Closing Date. No later than eighteen (18) months after the Effective Date, Grantee may, without having first exercised the Option, instruct Grantor to commence the process for the Subdivision and the Easement, and within ten (10) business days of such notice, Grantor shall diligently pursue obtaining such approvals. Grantee agrees to diligently cooperate with the Grantor in furtherance of such approvals, and in the event that Grantee subsequently terminates this Agreement without exercising the Option, Grantee shall reimburse Grantor for its reasonable costs and expenses for legal and land surveying consultants incurred in connection with the Subdivision and Easement process. If subdivision approval is denied or not obtained before the Closing Date, then the Closing Date shall be extended for a period not to exceed six (6) months (the “**Subdivision Extension Period**”) to permit Grantor to diligently pursue and obtain the Subdivision and Easement. If the Subdivision and Easement have not been obtained by the end of the Subdivision Extension Period, Grantee may, in its sole discretion, (i) further extend the Subdivision Extension Period for an additional six (6) months or (ii) terminate this Agreement and pursue all rights and remedies available to Grantee as permitted by law.

11. **Intended Use of the Property, Repurchase Option.**

A. Grantee covenants that, for a period of ten (10) years from Closing (the “**Restricted Period**”), the Property shall not be used, for any use other than (i) its current use, which is vacant and not being utilized; or (ii) a large-scale power storage facility utilizing batteries or an alternative power storage technology reasonably acceptable to Grantor (the “**Facility**”) and uses incidental thereto, including the construction of the Facility (the “**Intended Use**”). This obligation shall be further covenanted by Grantee in the Deed and shall be binding on any and all successors and assigns.

B. Grantor and Grantee agree that, if the Property is not used for the Intended Use, Grantor shall have the right, but not the obligation, within a period not to exceed one hundred eighty (180) days from Grantee’s discontinuance of the Intended Use, to re-purchase the Property from Grantee or Grantee’s successor(s)-in-interest (the “**Re-Purchase Option**”) at the Purchase Price specified in paragraph 7 (the “**Re-Purchase Price**”). Grantor and Grantee agree that: (i) the Re-Purchase Option shall be memorialized in the Deed or such other recordable instrument signed by Grantor and Grantee, (ii) the Re-Purchase Option shall be binding on Grantee’s successors-in-title, if any, (iii) Grantee, on behalf of Grantee and Grantee’s successors-in-title, covenants that Grantee shall not without Grantor’s written consent cause or permit any lien or other encumbrance on the Property during the Restricted Period, unless such lien or encumbrance is for the purpose of providing financing for the Intended Use, (iv) in addition to any other remedies at law or in equity, Grantor shall have the right to enforce the Re-Purchase Option by specific performance, including appointment of a Special Commissioner by the Warren County Circuit Court to convey the Property, (v) the Grantor shall be entitled to recover its reasonable attorney’s fees and costs incurred in enforcing the Re-Purchase Option, which fees and costs shall be deducted from the Re-Purchase Price.

12. **Bonding; Restoration of Property.** Grantee and Grantee's successor(s)-in-interest shall maintain a bond payable to the Grantor, or other form of security reasonably acceptable to Grantor (e.g.: a letter of credit, a corporate guaranty or other similar financial assurance), based upon estimated decommissioning costs of the Facility. Such decommissioning costs shall be provided as part of a decommissioning plan which shall be provided to Grantor prior to the commencement of construction of the Facility and shall be in a form and be provided by a professional engineering firm licensed to perform such services in the Commonwealth of Virginia. In the event the use of the Facility is discontinued, or if the Facility is no longer used for the Intended Use, Grantee and Grantee's successor(s)-in-interest shall within eighteen (18) months from receipt of notice from Grantor (the "**Decommissioning Period**") do the following to decommission the Facility:

- a. Remove all Facility equipment, conduits, structures and foundations to a depth of at least three (3) feet below grade;
- b. Remove all fencing unless the Grantor permits otherwise; and
- c. Take the following steps to restore the land:
 - i. Grade to maintain existing drainage patterns at the time of decommissioning unless stated otherwise by Grantor;
 - ii. Re-seed the land using non-invasive grasses; and
 - iii. Maintain the grass for a total of six (6) months after the seeding or until complete stabilization of all denuded areas.

If the Facility is not decommissioned within the Decommissioning Period, Grantor may, but shall not be required to, decommission the Facility and recover its costs, including reasonable attorney's fees, jointly and severally from the Grantee or its successor(s) in interest, or from the bond. The Grantee and Grantee's successor(s)-in-interest shall comply with any applicable laws with respect to decommissioning requirements and restoration activities described herein.

13. **Default by Grantor or Grantee.**

a. In the event (i) Grantor defaults in its obligations hereunder; or (ii) after receipt of the Option Notice from Grantee, (1) Grantor fails to satisfy a Closing Condition; or (2) Grantor fails to consummate the sale of the Property, except as a result of Grantee's default, Grantee shall, at Grantee's election, have the right to (y) terminate this Agreement and pursue all rights and remedies available to Grantee as permitted by law; or (z) bring an action against Grantor for specific performance of this Agreement.

b. In the event (i) Grantee fails to satisfy a Closing Condition, or (ii) after delivering the Option Notice to Grantor, (1) Grantee defaults in its obligations hereunder; or (2) Grantee fails to consummate the purchase of the Property when required hereunder, except as a result of Grantor's default, Grantor shall have the right as its sole and exclusive remedy to retain the Option Payments as liquidated damages and not as a penalty, and Grantee shall be relieved from any and all further liability to Grantor.

14. **No Solicitation.** Grantor covenants and agrees that from the Effective Date until the exercise of Grantee's Option or the earlier termination of this Agreement, Grantor shall not market the Property for sale or lease or otherwise solicit any offers to transfer the Property to any other party.

15. **Time.** Time is of the essence with respect to all of the terms and conditions of this Agreement. The term "business day" shall mean any day other than Saturday, Sunday or a day that is a national holiday in the United States or a holiday in the Commonwealth of Virginia. In the event that the date for performance of any duty or obligation, exercise of any right or giving of any notice shall occur upon a Saturday, Sunday or legal holiday, the due date for such performance, exercise or giving of notice shall be automatically extended to the next succeeding business day.

16. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of Grantee and of Grantor. Grantee shall have the one-time right to assign this Agreement at Closing to a single purpose entity controlled by Grantee; provided, however, that notwithstanding such assignment, Grantee shall remain liable, together with the assignee, for any and all post-Closing obligations and liabilities of Grantee.

17. **Notices.** Any notice required or permitted to be delivered hereunder shall be in writing and, unless otherwise specified herein, shall be deemed received (i) when personally delivered, or (ii) the next business day when sent for next business day delivery by Express Mail or by Federal Express or other overnight courier to Grantor or Grantee at the respective addresses set forth below or (iii) upon receipt when delivered via electronic mail to the respective addresses set forth below, provided, however, that this subsection (iii) shall only be permitted if such form of delivery is supplemented with a notice sent on the same business day pursuant to subsections (i) or (ii) above:

To Grantor:

The County of Warren
220 North Commerce Street
Front Royal, Virginia 22630
Attn: Edwin Daley
Interim County Administrator
Telephone: (540) 636-4600
Email: Edaley@warrencountyva.net

With a copy to:

Litten & Sipe, LLP
410 Neff Avenue
Harrisonburg, Virginia 22801
Attn: Jason J. Ham, Esq.
Interim County Attorney

02/10/2021

Telephone: (540) 434-5353
Email: jason.ham@littensipe.com

To Grantee:

APV Cardinal Energy, LLC
232 Chestnut Avenue
Bernardsville, New Jersey 07924
Attn: John Seker
Telephone: (201) 910-4665
Email: jseker@apv-MW.com

With a copy to:

Saul Ewing Arnstein & Lehr LLP
1919 Pennsylvania Avenue, NW
Suite 550
Washington, DC 20006
Attn: Andrew F. Palmieri, Esquire
Telephone: (202) 295-6674
Email: Andrew.Palmieri@saul.com

The parties agree that notices may be executed and/or delivered by counsel on behalf of Grantor and/or Grantee.

18. **Brokers.** Each party hereby warrants and represents to the other party that it has dealt with no brokers in connection with this Agreement or any aspect of the transactions herein contemplated. Each party warrants and represents to the other that it will be solely responsible for all commissions, fees and other costs, associated with the hiring of such a broker.

19. **Recording.** Upon Grantee's request, Grantor agrees to execute a notice or memorandum of this Agreement in recordable form, as more specifically set for in Exhibit I, attached hereto, for purposes of allowing Grantee to record such notice or memorandum in the real property records of the Circuit Court of Warren County, Virginia (the "**Memorandum**"). Grantor and Grantee shall simultaneously execute a termination of any such notice or memorandum in the form set forth in Exhibit J, attached hereto (the "**Release**"), and cause the Title Company to hold the same in escrow for release upon the termination or expiration of the Term of this Agreement or the Closing hereunder, if earlier. The cost of any and all recording fees and transfer and recordation taxes and fees associated with the recording of the Memorandum and the Release shall be borne equally by Grantor and Grantee.

20. **Entire Agreement.** This Agreement, together with the Exhibits to this Agreement, contains all covenants and agreements made by Grantor and Grantee and constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement. Any correspondence, memoranda or agreements between the parties, including,

without limitation, any oral or written statements made by Grantor, its affiliates, employees or agents, are not binding on or enforceable against any party, and are superseded and replaced in total by this Agreement together with the Exhibits to this Agreement.

21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

22. **Transmission of Agreement by Facsimile or PDF.** The transmission of a signed counterpart of this Agreement by facsimile or by portable document file ("PDF") shall have the same force and effect as delivery of an original signed counterpart of this Agreement, and shall constitute valid and effective delivery for all purposes. If either party delivers a signed counterpart of this Agreement by transmission of a facsimile or PDF, it shall also send promptly thereafter by overnight courier or personal delivery a signed original counterpart of this Agreement to the other party, but failure to do so shall not render this Agreement void or voidable by either party.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

24. **WAIVER OF TRIAL BY JURY.** EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT, THE PROPERTY, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

25. **Interpretation of Agreement.** The section and other headings of this Agreement are for convenience of reference only and shall not be construed to affect the meaning of any provision contained in this Agreement. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter.

26. **Amendments.** This Agreement may be amended or modified only by a written instrument signed by Grantor and Grantee.

27. **No Third Party Beneficiary.** The provisions of this Agreement are not intended to benefit any third parties.

28. **Severability.** If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

02/10/2021

29. **Drafts not an Offer to Enter into a Legally Binding Contract.** The submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract. The parties shall be legally bound pursuant to the terms of this Agreement only if and when Grantor and Grantee have fully executed and delivered to each other a counterpart of this Agreement, including, without limitation, all Exhibits hereto.

IN WITNESS WHEREOF the undersigned Grantee and Grantor have placed their hands and seals as of the date first written above.

GRANTOR:

GRANTEE:

COUNTY OF WARREN, APV CARDINAL ENERGY, LLC
COMMONWEALTH OF VIRGINIA

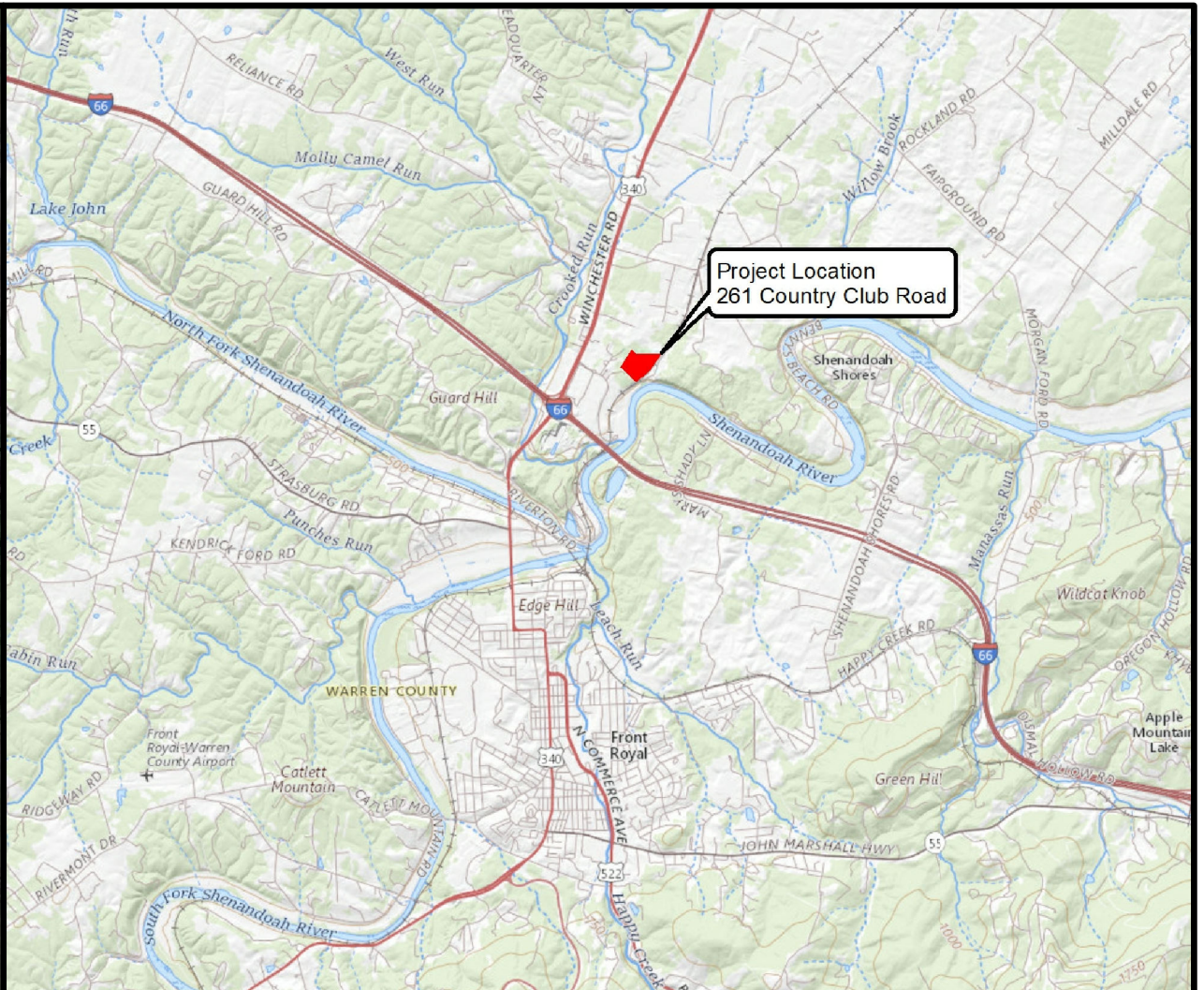
By: _____

By: _____
John Seker
President

Exhibit A

PLAT DEPICTING PROPERTY

EXHIBIT A



VICINITY MAP

LEGEND

- PROPERTY BOUNDARY LINE
- x- PROPOSED FENCE
- BESS UNITS
- MB MV TRANSFORMER
- BESS BATTERY ENERGY STORAGE SYSTEM

PROJECT DETAILS

PROPERTY AREA	30.55 ACRES
FENCE AREA	3.14 ACRES
MEGAPACK DIMENSIONS (TYP)	23'-5" W x 5'-3" D (122.94 SQ FT)
TOTAL MEGAPACKS DIMENSIONS	25,079.25 SQ FT

TOTAL SYSTEM SPECIFICATIONS

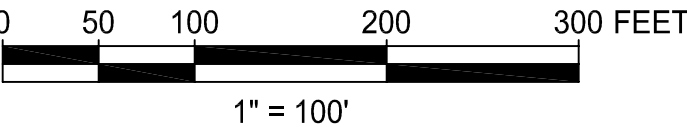
# OF MEGAPACKS	204
SYSTEM TOTAL AC POWER	151,204.8 kW / 160,446 kVA
SYSTEM TOTAL AC ENERGY	604,819.2 kWh

NOMINAL RATINGS OF EACH MEGAPACK

DURATION	4 HOURS
AC POWER	741.2 kW / 786.5 kVA
AC ENERGY	2,964.8 kWh

PRELIMINARY

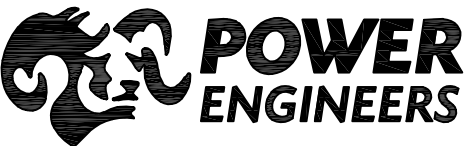
NOT FOR CONSTRUCTION



THIS DRAWING WAS PREPARED BY POWER ENGINEERS, INC. FOR A SPECIFIC PROJECT, TAKING INTO CONSIDERATION THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING OR ANY INFORMATION CONTAINED IN THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH POWER AND POWER'S CLIENT IS GRANTED.

A	ISSUED FOR REVIEW	07/29/2020	WMT	WKW	WKW	SLH			
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD			

DSGN	WKW	07/27/20
DRN	WMT	07/27/20
CKD	WKW	07/29/20
SCALE: 1" = 100'		
FOR 22x34 DWG ONLY		



APV CARDINAL LLC	JOB NUMBER	REV
CARDINAL BESS 150MW STORAGE	166029	A
SITE PLAN	DRAWING NUMBER	C1-1

Exhibit B

FORM OF ESCROW AGREEMENT

FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made as of this _____ day of February, 2021 by and among FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation, ("**Escrow Agent**"), APV CARDINAL ENERGY, LLC, a New Jersey limited liability company ("**Grantee**"), and COUNTY OF WARREN, VIRGINIA, a body politic ("**Grantor**").

WHEREAS, Grantee and Grantor are parties to a certain Option Purchase Agreement dated February __, 2021 (the "**Agreement**") for the sale of that certain parcel of land known as Residential T.M. Parcel 57B, located in Warren County, Virginia, containing approximately three (3) acres of land within a 30.5571 acre site, and more particularly described on the attached preliminary project site plan dated July 29, 2020, which is attached hereto as Exhibit A to the Agreement (the "**Property**"); and

WHEREAS, Grantee and Grantor have requested Escrow Agent to hold the Conditional Option Payment, as defined in the Agreement (the "**Deposit**") in accordance with the terms and conditions of this escrow agreement (the "**Escrow Agreement**").

NOW THEREFORE, in consideration of the promises and undertakings herein made, and the proposed issuance of a title insurance policy (or policies) by Escrow Agent, it is agreed that:

1. Grantee and Grantor hereby appoint Escrow Agent to hold the Deposit under the Agreement, and Escrow Agent hereby acknowledges receipt of \$2,500.00 to be held according to the terms hereof. Escrow Agent shall receive the amount of \$0.00 for its services hereunder as Escrow Agent, together with reimbursement for all sums expended by Escrow Agent in performing functions hereunder.
2. Escrow Agent is to hold the Deposit in the name of Escrow Agent as custodial agent for Grantee as follows:
 - a. The Deposit shall be invested in one or more separate FDIC insured interest bearing accounts in one or more financial institutions, and all interest accruing thereon shall be paid to the party entitled to the Deposit under the terms of the Agreement. Notwithstanding the foregoing, Escrow Agent assumes no responsibility for, nor will Escrow Agent be liable for, any loss accruing that arises solely because the deposit amount in any one escrow account exceeds \$250,000.00, and the excess amount is not insured by the FDIC.
 - b. Investment of the Deposit shall be made only after Grantee has provided Escrow Agent with an executed W-9 Form stating the Federal Tax Identification Number of the Grantee. All investments shall be further subject to the rules,

regulations, policies and procedures of the depository institution.

3. Escrow Agent shall apply the funds held pursuant hereto according to the terms of the Agreement, subject to such written instructions to the contrary as might be received from both Grantee and Grantor. In the event Escrow Agent receives at any time a written request from one party requesting a disbursement of the amounts held hereunder, which request is not joined in by the other party, Escrow Agent shall not later than ten business days following the receipt of such request, notify the non-requesting party of such request. If Escrow Agent shall not receive a written objection to such request from the non-requesting party within ten business days of notification to that party of the request, Escrow Agent shall be authorized to make the disbursement as requested. If objection is made in writing within the aforesaid period, Escrow Agent shall not make any disbursement but instead shall retain the Deposit until instructed otherwise in writing jointly by Grantee and Grantor, or, if appropriate, interplead the Deposit in a court of competent jurisdiction.

4. If any dispute arises with respect to this Escrow Agreement, whether such dispute arises between the parties hereto or between the parties hereto and other persons, Escrow Agent is authorized to interplead such disputes in a court of competent jurisdiction. In such case Escrow Agent shall be entitled to costs incurred on account of such action, including, to the extent permitted by law, attorneys' fees, which costs shall be allocated between the parties equally. Escrow Agent upon interpleading funds pursuant hereto, shall thereafter be relieved of further responsibility.

5. In performing its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for its gross negligence or willful misconduct, and it shall accordingly not incur any such liability with respect to any action taken or omitted (a) in good faith upon advice of its counsel or (b) in reliance upon any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, that Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person and to conform to the provisions of this Agreement. Grantor and Purchaser hereby agree to indemnify and hold harmless Escrow Agent, to the extent permitted by law, against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and reasonable legal fees and disbursements, that may be imposed upon or incurred by Escrow Agent in connection with the acceptance or performance of its duties hereunder, including without limitation, any litigation arising out of this Agreement.

6. All notices given by any party hereunder shall be in writing in the manner described in Section 14 of the Agreement to:

a. As to Escrow Agent: First American Title Insurance Company
4370 La Jolla Village Drive, Suite 660
San Diego, California 92122
Attn: Amy Boyd
Telephone: (858) 352-2076
E-mail: aboyd@firstam.com

b. As to Grantor:

The County of Warren
220 North Commerce Street
Front Royal, Virginia 22630
Attn: Edwin Daley
Interim County Administrator
Telephone: (540) 636-4600
Email: Edaley@warrencountyva.net

With Copy to:

Litten & Sipe, LLP
410 Neff Avenue
Harrisonburg, Virginia 22801
Attn: Jason J. Ham, Esq.
Interim County Attorney
Telephone: (540) 434-5353
Email: jason.ham@littensipe.com

c. As to Grantee: AVP Cardinal Energy, LLC
232 Chestnut Avenue
Bernardsville, New Jersey 07924
Attn: John Seker
Telephone: (201) 910-4665
E-mail: jseker@apv-MW.com

With a copy to:

Saul Ewing Arnstein & Lehr, LLP
1919 Pennsylvania Avenue, NW, Suite 550
Washington, DC 20006
Attn: Andrew F. Palmieri, Esquire
Telephone: (202) 295-6674
E-mail: Andrew.Palmieri@saul.com

7. The instructions contained herein may not be modified, amended or altered in any way except by a writing signed by Grantor, Grantee and Escrow Agent.

8. This Escrow Agreement is intended solely to supplement and implement the provisions of the Agreement and is not intended to amend in any way the rights or obligations of the parties under the Agreement.

9. This Escrow Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

[SIGNATURE PAGE TO FOLLOW]

SEAL DRAFT
02/04/2021

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
AUTHORIZED AGENT

GRANTEE:

APV CARDINAL ENERGY, LLC,

By: _____
Name: _____
Title: _____

GRANTOR:

COUNTY OF WARREN, VIRGINIA

By: _____
Name: Edwin Daley
Title: Interim County Administrator

Exhibit C

FORM OF SPECIAL WARRANTY DEED

FORM OF SPECIAL WARRANTY DEED

PREPARED BY:

Saul Ewing Arnstein & Lehr LLP
1919 Pennsylvania Avenue, NW, Suite 550
Washington, DC 20006
Attn: Andrew F. Palmieri
VSB No. 28375

AFTER RECORDING RETURN TO:

[INSERT TITLE COMPANY NAME AND ADDRESS]

GRANTEE'S ADDRESS:

APV Cardinal Energy LLC
232 Chestnut Avenue
Bernardsville, NJ 07924

Tax Parcel ID No.:
Consideration: \$
Assessed Value: \$

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of the ____ day of _____, 20__, between **COUNTY OF WARREN, VIRGINIA**, a body politic ("Grantor"), and **APV CARDINAL ENERGY LLC**, a New Jersey limited liability company ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 Dollars and other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority of Grantor, by these presents does GRANT, BARGAIN, SELL AND CONVEY in fee simple absolute, with Special Warranty of Title, unto Grantee, and to its successors and assigns, FOREVER, all the following described real estate, situated in the County of Warren, Commonwealth of Virginia, known and described as follows, to wit:

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with the buildings and improvements thereon, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise of the said Grantor, of, in, to, or out of the said land and the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or otherwise appertaining, including to the following, if any (i) all minerals, oil, gas and other hydrocarbon substances thereon, (ii) all easements, privileges and hereditaments, and (iii) all access, air, water, riparian, development, utility and solar rights and with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law of equity, of, in and to the above described premises.

TO HAVE AND TO HOLD the said land and premises as above described, with the appurtenances, unto Grantee, its heirs and assigns forever, in fee simple.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said land and premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it will SPECIALLY WARRANT AND DEFEND, and execute such further assurances of, the title to said land and premises, as may be requisite.

Grantee covenants that, for a period of ten (10) years from the date hereof (the "Restricted Period"), the premises hereby granted shall not be used, for any use other than (i) its current use, which is vacant and not being utilized; or (ii) a large-scale power storage facility utilizing batteries or an alternative power storage technology reasonably acceptable to Grantor (the "Facility") and uses incidental thereto, including the construction of the Facility (the "Intended Use").

This conveyance shall be subject to a re-purchase option in favor of Grantor, and no other party, if the premises hereby granted is not used for the Intended Use. The terms of such re-purchase option are set forth in Exhibit B hereto, and incorporated herein by this reference.

This conveyance is made subject to easements, rights of way, covenants, conditions and restrictions of record in the chain of title to the above-described property.

Grantor will warrant specially the property described herein and execute such further assurances of said transfer of the property as may be requisite.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said GRANTOR by _____, its _____, who is authorized to execute this conveyance, hereto sets its signature and seal, as of the date first written above.

COUNTY OF WARREN, VIRGINIA

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY/CITY OF _____)

I, _____, a notary public in and for said County/City, in the State aforesaid, do hereby certify that _____ personally known to be the _____ of County of Warren, Virginia, a body politic, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority on behalf of said company, as his/her free and voluntary act, and as the free and voluntary act and deed of said jurisdiction.

GIVEN under my hand and notarial seal this ____ day of _____, 20__.

Notary Public

[SEAL]

My commission expires: _____

My Registration No. is: _____

APPROVED AS TO FORM:

Name: Jason J. Ham, Esq.
Title: Interim County Attorney

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

RE-PURCHASE OPTION

The Re-Purchase Option shall be based on the following terms and may be subject to further negotiation prior to Closing under the Purchase Option Agreement to which this Deed is an Exhibit:

If the premises granted hereby is not used for the Intended Use, Grantor shall have the right, but not the obligation, within a period not to exceed one hundred eighty (180) days from Grantee's discontinuance of the Intended Use, to re-purchase such premises from Grantee or Grantee's successor(s)-in-interest (the "**Re-Purchase Option**") for a sum equal to Ninety Thousand and No/100 Dollars (\$90,000.00) per acre (the "**Re-Purchase Price**"). Grantor and Grantee agree that: (i) the Re-Purchase Option shall be memorialized in the Deed or such other recordable instrument signed by Grantor and Grantee, (ii) the Re-Purchase Option shall be binding on Grantee's successors-in-title, if any, (iii) Grantee, on behalf of Grantee and Grantee's successors-in-title, covenants that Grantee shall not without Grantor's written consent cause or permit any lien or other encumbrance on the premises during the Restricted Period, unless such lien or encumbrance is for the purpose of providing financing for the Intended Use, (iv) in addition to any other remedies at law or in equity, Grantor shall have the right to enforce the Re-Purchase Option by specific performance, including appointment of a Special Commissioner by the Warren County Circuit Court to convey the premises, (v) the Grantor shall be entitled to recover its reasonable attorney's fees and costs incurred in enforcing the Re-Purchase Option, which fees and costs shall be deducted from the Re-Purchase Price.

Exhibit D

FORM OF EASEMENT

FORM OF DEED OF EASEMENT

[TO BE FURTHER REVISED AS NECESSARY OR APPROPRIATE AS THE LOCATION,
NATURE AND USE OF EASEMENTS TO BE GRANTED HAVE BEEN DETERMINED]

Consideration: Exempt
Actual Value: Exempt

Tax Map No. 12-57B

This deed is exempt from recordation tax pursuant to § 58.1-811(A)(3) of the 1950 Code of Virginia, as amended.

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this ____ day of _____, 202__, by and between the **COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, **Grantor**, and the **APV CARDINAL ENERGY, LLC**, a New Jersey limited liability company, **Grantee**.

WHEREAS, Grantor owns all that certain tract or parcel of land designated as Tax Map Number 12-57B by Warren County, Virginia (the "Property"), being the residue of a 43.25 acre tract, which 43.25 acre tract is shown on a plat of survey made by H. H. Martz, C.E., dated December 18, 1939, recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia (the "Clerk's Office") in Plat Book 1, page 47, after deducting therefrom 13.3566 acres as shown on that certain plat entitled "CLASS A SUBDIVISION OF TAX MAP 12 PARCEL 57 B NORTH RIVER MAGISTERAL DISTRICT WARREN COUNTY, VA." dated June 19, 2017, which plat is recorded in the Clerk's Office as Instrument No. 170004372, Slide 284-J; being a portion of Parcel Two acquired by the Grantor by deed dated April 14, 2005, from Front Royal Country Club, formerly known as Recreational Center of Front Royal, a Virginia Non-Stock, not-for-profit Corporation, which deed is recorded in the Clerk's Office as Instrument No. 050003897; and

Insurance underwriter is: None
Return recorded deed to: Litten & Sipe, L.L.P.
410 Neff Avenue
Harrisonburg, VA 22801

WHEREAS, Grantor wishes to convey to the Grantee easements for i) placement of utility lines and ingress and egress to and from State Route 655 (Country Club Road); and ii) placement of utility lines and ingress to and egress from certain existing utility lines over and across the eastern-most portion of the Property.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, receipt acknowledged, the Grantor grants and conveys with special warranty of title unto the **APV Cardinal Energy, LLC**, a New Jersey limited liability company, and its successors and assigns, the following easements over the Property (collectively known as the "Easements"):

1. [Description of Easement Here]
2. [Description of Easement Here]

Grantor reserves the right to use the portion of the Property subject to the Easements in any way that does not interfere with the rights herein granted or with Grantee's use of the Easements.

WITNESS the following signatures.

County of Warren, Virginia, a political
subdivision of the Commonwealth of
Virginia

By: _____
Cheryl L. Cullers, Chairwoman

Attest: _____
Dr. Edwin C. Daley, County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Cheryl L. Cullers, Chairwoman of the Board of Supervisors of the County of Warren, Virginia, and Dr. Edwin C. Daley, County Administrator of the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia, on behalf the County.

My commission expires _____.
Notary Registration No. _____.

Notary Public

APPROVED AS TO FORM:

Jason J. Ham, Esquire, County Attorney

Grantee's Address:

Exhibit E

FORM OF TITLE AFFIDAVIT

FORM OF TITLE AFFIDAVIT

THE UNDERSIGNED, having been duly sworn on oath, states the following:

- a. That COUNTY OF WARREN, VIRGINIA ("Owner") has been the owner of the property described in Exhibit A hereto for at least 123 days prior to the date hereof;
- b. That to Owner's knowledge there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the property within one hundred twenty-three (123) days prior to the date of this Affidavit; or, that in the event work has been performed, services rendered, or materials furnished in connection with construction, repair, or improvement on the property during such 123-day period, that all such work performed, services rendered, or materials furnished have been completed and are acceptable to Owner; Owner has paid in full all contractors, laborers, and materialmen for such work performed, services rendered, or material furnished in connection with construction, repairs, or improvements on the property during such 123-day period, except the following:

NONE X

SEE ATTACHMENT HERETO _____

- c. That to Owner's knowledge no adverse claims have been made as to the title to the said property;
- d. That Owner has done no act to adversely affect the title to said property except matters of record as of the date hereof;
- e. That to Owner's knowledge there are no easements or claims of easements not shown by the public records;
- f. The property is being conveyed free and clear of all tenancies and occupancies by any parties;
- g. That no agreement or contract for conveyance, deed, written lease, or writing whatsoever, is in existence, adversely affecting the title to said property, except those in connection with which this Affidavit is given;
- h. That to Owner's knowledge there are no unpaid or delinquent water and/or sewer bills for said property nor are there any delinquent real estate taxes or assessments against said property; that the undersigned has not received notice, or knows of any recent or future planned improvements (such as street paving, sidewalks, etc.) that will or might result in a special assessment against this property;
- i. That to Owner's knowledge there are no judgment liens entered against Owner in any court;
- j. THAT NO PROCEEDINGS IN BANKRUPTCY HAVE BEEN INSTITUTED BY OR AGAINST OWNER IN ANY COURT IN ANY STATE.

Owner (as seller or borrower in the transaction for which this affidavit is being executed), recognizing that funding may occur prior to the Deed or Deed of Trust being officially filed for record in the appropriate Clerk's Office: agrees that in consideration of First American Title Insurance Company (hereinafter the "Company") issuing said policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date the documents creating the interest being insured are filed for record, (which matters may constitute an encumbrance on or affect the title) (the "GAP") to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said property during the GAP. Owner further agrees to hold harmless and indemnify the Company, to the extent permitted by

02/04/2021

law, against all losses, expenses, costs and fees (including, but not limited to, reasonable attorney fees) which may arise out of Owner's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. The foregoing hold harmless and indemnity shall not be effective with respect to any encumbrance, lien or other objectionable title matter which is of record at the time the documents creating the interest are delivered to the Clerk's Office for recordation or of which the Company becomes aware prior to recordation, unless the owner consents to recordation after it has been advised of the existence of such encumbrance, lien or other objectionable matter.

This Affidavit is given to induce the Company to issue its policy or policies of title insurance with full knowledge that the Company will rely upon the accuracy of same. The undersigned certifies that he/she/they has/have read and understand(s) the full facts of this Affidavit. The undersigned do/does hereby jointly and severally agree to indemnify and hold the Company harmless, to the extent permitted by law, of and from any and all loss, cost, damage, and expense of every kind, including attorneys' fees, which said Company shall or may suffer or incur or become liable for under its said policy or policies directly or indirectly, due to its reliance on the accuracy of the foregoing statements or in connection with its enforcement of its rights under this Agreement.

COUNTY OF WARREN, VIRGINIA

By: _____

Name: _____

Title: _____

COMMONWEALTH OF §
VIRGINIA

COUNTY OF WARREN §
§

This instrument was acknowledged before me on _____, 20__, by _____,
the _____ of COUNTY OF WARREN, VIRGINIA, a body politic, on behalf of said
party.

Notary Public, Commonwealth of Virginia

My Commission Expires: _____

My Registration No.: _____

[SEAL]

EXHIBIT A
THE PROPERTY

Exhibit F

FORM OF FIRPTA CERTIFICATE

FORM OF FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person or entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by COUNTY OF WARREN, VIRGINIA. A body politic (the "Seller"), the undersigned hereby certifies the following on behalf of the Company:

- (1) The Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
- (2) The Seller's U.S. Employer Identification Number is _____; and
- (3) The Seller's office address is:

The County of Warren
220 North Commerce Street
Front Royal, Virginia 22630

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained in this Agreement could be punished by fine, imprisonment or both.

Under penalties of perjury, the undersigned declares that the undersigned has examined this certification and that, to the best of the undersigned's knowledge and belief, it is true, correct and complete, and the undersigned further declares that the undersigned has authority to sign this document.

Dated: _____, 20__

COUNTY OF WARREN, VIRGINIA

By: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public (SEAL)

My Commission Expires: _____
My Registration No. is: _____

Exhibit G

FORM OF GRANTOR'S REPRESENTATIONS AND WARRANTIES CERTIFICATION

**FORM OF GRANTOR'S REPRESENTATION AND WARRANTY
BRINGDOWN CERTIFICATE**

The undersigned, _____, the _____ of COUNTY OF WARREN, VIRGINIA, a body politic (the "Grantor"), and in connection with the consummation of the transactions contemplated by that certain Option Purchase Agreement (the "Purchase Agreement"), dated as of February __, 2021, by and among by and between Grantor and APV CARDINAL ENERGY, LLC, a New Jersey limited liability company, is delivering this certificate (the "Bringdown Certificate"), pursuant to Section 9(a) and Section 8(c)(vii) of the Purchase Agreement, hereby certifies as of _____, 20__ as follows:

1. the representations and warranties of Grantor set forth in Section 9(a) above are true and correct in all material respects at and as of the date hereof (except in any case that representations and warranties that expressly speak as of a specified date or time need only be true and correct as of such specified date or time), except to the extent that such representations and warranties are qualified by the term "material" or similar terms, in which case such representations and warranties (as so written, including the term "material" or similar terms) shall be true and correct in all respects;
2. Grantor has performed and complied with all of its covenants under the Purchase Agreement in all material respects through the Closing;
3. There has not been any injunction, judgment, order, decree, ruling, or charge in effect preventing consummation of any of the transactions contemplated by the Purchase Agreement; and
4. Since the date of the Purchase Agreement, there has not been any material adverse change to the Property.

Any capitalized terms used in this Bringdown Certificate but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement. Delivery of an executed signature page to this Bringdown Certificate by electronic transmission (including electronically mailed pdf) shall be deemed to be the same as delivery of an executed original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Bringdown Certificate, solely in his or her in his capacity as an officer of the Grantor (and not in a personal capacity) as of the date first set forth above.

COUNTY OF WARREN, VIRGINIA

By: _____

Exhibit H

FORM OF GRANTEE'S REPRESENTATIONS AND WARRANTIES CERTIFICATION

**FORM OF GRANTEE REPRESENTATION AND WARRANTY
BRINGDOWN CERTIFICATE**

The undersigned, _____, the _____ of APV CARDINAL ENERGY, LLC, a New Jersey limited liability company (the “Grantee”), and in connection with the consummation of the transactions contemplated by that certain Option Purchase Agreement (the “Purchase Agreement”), dated as of February __, 2021, by and among by and between Grantee and COUNTY OF WARREN, VIRGINIA, a body politic (the “Bringdown Certificate”) pursuant to Section 9(b) and Section 9(d)(iii) of the Purchase Agreement, hereby certifies as of _____, 20__ as follows:

1. the representations and warranties of Grantee set forth in Section 9(b) above are true and correct in all material respects at and as of the date hereof (except in any case that representations and warranties that expressly speak as of a specified date or time need only be true and correct as of such specified date or time), except to the extent that such representations and warranties are qualified by the term “material” or similar terms, in which case such representations and warranties (as so written, including the term “material” or similar terms) shall be true and correct in all respects;
2. Grantee has performed and complied with all of its covenants under the Purchase Agreement in all material respects through the Closing; and
3. There has not been any injunction, judgment, order, decree, ruling, or charge in effect preventing consummation of any of the transactions contemplated by the Purchase Agreement.

Any capitalized terms used in this Bringdown Certificate but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement. Delivery of an executed signature page to this Bringdown Certificate by electronic transmission (including electronically mailed pdf) shall be deemed to be the same as delivery of an executed original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Bringdown Certificate, solely in his or her in his capacity as an officer of the Grantee (and not in a personal capacity) as of the date first set forth above.

APV CARDINAL ENERGY, LLC,
a New Jersey limited liability company

By: _____
Name: _____
Title: _____

Exhibit I

FORM OF MEMORANDUM OF PURCHASE OPTION AGREEMENT

02/04/2021

FORM OF MEMORANDUM OF OPTION TO PURCHASE

PREPARED BY:

Saul Ewing Arnstein & Lehr LLP
1919 Pennsylvania Avenue, NW, Suite 550
Washington, DC 20006
Attn: Andrew F. Palmieri
VSB No. 28375

AFTER RECORDING RETURN TO:

[INSERT TITLE COMPANY NAME AND ADDRESS]

GRANTEE'S ADDRESS:

APV Cardinal Energy LLC
232 Chestnut Avenue
Bernardsville, NJ 07924

Tax Parcel ID No.:

Consideration: \$

**NOTICE TO CLERK: THIS MEMORANDUM OF OPTION IS RECORDED
PURSUANT TO VA. CODE SECTION 55.1-1601(B) AND IS SUBJECT TO
RECORDATION TAX UNDER VA. CODE SECTION 58.1-807(A) AND VA. CODE
SECTION 58.1-814.**

MEMORANDUM OF OPTION TO PURCHASE

THIS MEMORANDUM OF OPTION TO PURCHASE (the "Memorandum of Option") is made as of the ____ day of February, 2021, by and between **COUNTY OF WARREN, VIRGINIA**, a body politic ("Grantor") and **APV CARDINAL ENERGY, LLC**, a New Jersey limited liability company ("Grantee") in accordance with Virginia Code Section 55.1-1601(B).

1. Grantor and Grantee have entered into an Option Purchase Agreement, effective as of February __, 2021 (the "Option Agreement") of the property commonly described as that certain parcel of land known as Residential T.M. Parcel 57B, located in Warren County, Virginia, containing approximately three (3) acres of land within a 30.5571 acre site, and more particularly described on the attached preliminary project site plan dated July 29, 2020, which is attached hereto as Exhibit A and incorporated herein by this reference, (the "Property").
2. Reference should be made to the Option Agreement for the full description of the rights and duties of the parties. Notwithstanding the foregoing, for purpose of satisfying statutory requirements, note the following, with capitalized terms having the meaning ascribed to them in the Option Agreement, unless otherwise defined herein:

- (a) The initial Option Period shall run for a period up to three (3) years from the effective date of the Option Agreement, with a Grantee right to extend the Option Term for one (1) additional year.
 - (b) The Purchase Price for the Property shall be determined based on a per acre formula, more particularly set forth in the Option Agreement.
 - (c) The consideration paid for the option rights set forth in the Option Agreement is a maximum of Twenty-Five and No/100 Dollars (\$25,000.00), and the recordation tax payable under Va. Code Sections 58.1-807(B) and 58.1-814 shall be calculated at a rate of Twenty-Five Cents (\$0.25) per One Hundred and No/100 Dollars (\$100.00) based on that consideration.
 - (d) Grantor contact information is as follows: County of Warren, 220 North Commerce Street, Front Royal, Virginia 22630, Attn: Edwin Daley, Interim County Administrator.
 - (e) Grantee contact information is as follows: APV Cardinal Energy, LLC, 232 Chestnut Avenue, Bernardsville, New Jersey 07924, Attn: John Seker.
3. This Memorandum of Option is being recorded to notify all persons of the existence of the Option Agreement and shall not alter, amend, modify or interpret in any way the terms and conditions of the Option Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Memorandum and the terms and provisions of the Agreement, the terms and provisions of the Agreement will govern and control.
4. This Memorandum of Option may be executed in one or more counterparts and the signature pages of such counterparts shall be combined to form and constitute one instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the said GRANTOR by _____, its _____, who is authorized to execute this conveyance, hereto sets its signature and seal, as of the date first written above.

COUNTY OF WARREN, VIRGINIA

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY/CITY OF _____)

I, _____, a notary public in and for said County/City, in the State aforesaid, do hereby certify that _____ personally known to be the _____ of County of Warren, Virginia, a body politic, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority on behalf of said company, as his/her free and voluntary act, and as the free and voluntary act and deed of said jurisdiction.

GIVEN under my hand and notarial seal this ____ day of _____, 20__.

Notary Public

[SEAL]

My commission expires: _____

My Registration No. is: _____

IN WITNESS WHEREOF, the said GRANTEE by John Seker, its President, who is authorized to execute this conveyance, hereto sets its signature and seal, as of the date first written above.

APV CARDINAL ENERGY, LLC

By: _____
Name: John Seker
Title: President

STATE OF _____)

COUNTY/CITY OF _____)

I, _____, a notary public in and for said County/City, in the State aforesaid, do hereby certify that John Seker personally known to be the President of APV Cardinal Energy, LLC, a New Jersey limited liability company, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority on behalf of said company, as his/her free and voluntary act, and as the free and voluntary act and deed of said company.

GIVEN under my hand and notarial seal this ____ day of _____, 20__.

Notary Public

[SEAL]

My commission expires: _____

My Registration No. is: _____

Exhibit "A"

Legal Description of Property

LEGAL DESCRIPTION

Exhibit J

FORM OF TERMINATION AND RELEASE OF MEMORANDUM
OF PURCHASE OPTION AGREEMENT

02/04/2021

PREPARED BY:

Saul Ewing Arnstein & Lehr LLP
1919 Pennsylvania Avenue, NW, Suite 550
Washington, DC 20006
Attn: Andrew F. Palmieri
VSB No. 28375

AFTER RECORDING RETURN TO:

[INSERT TITLE COMPANY NAME AND ADDRESS]

GRANTEE'S ADDRESS:

APV Cardinal Energy LLC
232 Chestnut Avenue
Bernardsville, NJ 07924

Tax Parcel ID No.: [REDACTED]

**FORM OF MEMORANDUM OF TERMINATION OF
OPTION TO PURCHASE**

THIS MEMORANDUM OF TERMINATION OF OPTION TO PURCHASE (the "Termination Memorandum") is made as of the ___ day of _____, 202_, by and between **COUNTY OF WARREN, VIRGINIA**, a body politic ("Grantor") and **APV CARDINAL ENERGY, LLC**, a New Jersey limited liability company ("Grantee").

BACKGROUND

A. Grantor and Grantee were parties to a Purchase Option Agreement effective as of February __, 2021 (the "Option Agreement"), a memorandum of which was recorded among the land records of Warren County, Virginia, as Instrument No. _____, in Deed Book _____, at Page _____ on about _____, 2021.

B. Under the Option Agreement, Grantee had the right to purchase that certain property commonly described as that certain parcel of land known as Residential T.M. Parcel 57B, located in Warren County, Virginia, containing approximately three (3) acres of land within a 30.5571 acre site, and more particularly described on the attached preliminary project site plan dated July 29, 2020, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

C. The Option Agreement was terminated on about _____ (the "Termination Date").

NOW, THEREFORE, the parties agree as follows:

1. The Background section above is hereby incorporated by reference.

2. The Option Agreement was terminated as of the Termination Date, and consequently, Grantee does not have any rights to purchase the Property or any right, title, and interest in the Property.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the said GRANTOR by _____, its _____, who is authorized to execute this conveyance, hereto sets its signature and seal, as of the date first written above.

COUNTY OF WARREN, VIRGINIA

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY/CITY OF _____)

I, _____, a notary public in and for said County/City, in the State aforesaid, do hereby certify that _____ personally known to be the _____ of County of Warren, Virginia, a body politic, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority on behalf of said company, as his/her free and voluntary act, and as the free and voluntary act and deed of said jurisdiction.

GIVEN under my hand and notarial seal this ____ day of _____, 20__.

Notary Public

[SEAL]

My commission expires: _____

My Registration No. is: _____

IN WITNESS WHEREOF, the said GRANTEE by John Seker, its President, who is authorized to execute this conveyance, hereto sets its signature and seal, as of the date first written above.

APV CARDINAL ENERGY, LLC

By: _____
Name: John Seker
Title: President

STATE OF _____)

COUNTY/CITY OF _____)

I, _____, a notary public in and for said County/City, in the State aforesaid, do hereby certify that John Seker personally known to be the President of APV Cardinal Energy, LLC, a New Jersey limited liability company, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority on behalf of said company, as his/her free and voluntary act, and as the free and voluntary act and deed of said company.

GIVEN under my hand and notarial seal this ____ day of _____, 20__.

Notary Public

[SEAL]

My commission expires: _____

My Registration No. is: _____

Exhibit “A”

Legal Description of Property

LEGAL DESCRIPTION



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 1
February 16, 2021	I-2	Public Hearing – Sale of 1.4253 acres of County-Owned Property	

EXPLANATION & SUMMARY:

The County has received a Letter of Intent for the sale of 1.4253 acres (the “Property”) at the McKay Springs site located at the corner of U.S. Route 340/522 and Reliance Road. The offer would be for a new fast-food establishment. This project will create jobs and new tax revenue for the citizens of Warren County and Front Royal.

The Property is owned by three entities: The County of Warren, the Front Royal/Warren County EDA and the Town of Front Royal. The EDA land was purchased with funding from Warren County. The EDA land would be conveyed to Warren County and Front Royal jointly, so that it can be combined with the land already owned by Warren County and Front Royal and re-subdivided into usable lots, including the Property. The Town would retain and be the sole owner of one lot containing 2.7778 acres, on which McKay Spring is located.

The County must enter into an agreement with the Town to allocate the sales proceeds of the Property and the other lots, and has presented an agreement to the Town for its review. Furthermore, various lot lines and rights of way must be vacated and adjusted prior to the sale. Therefore, further public hearings and action of the Board of Supervisors will be required to complete this transaction.

COST & FINANCING:

The property was purchased by the County of Warren and the Town of Front Royal under a Memorandum of Agreement dated November 30, 2011. The current proposed parcel has appraised for \$310,000.00. The offer price for the land is \$475,000.00.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the proposed sale of 1.4253 acres of County-owned property located at the corner of U.S. 340/522 and Reliance Road, subject to further action of the Board of Supervisors concerning the vacation and adjustment of lot lines and rights of way, further approval of an agreement with the Town of Front Royal concerning the allocation of the sales proceeds, and approval of any other matters required in order to affect the sale of the Property

OR

I move that the Board of Supervisors not approve the proposed sale of 1.4253 acres of County-owned property located at the corner of U.S. 340/522 and Reliance Road.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Doug Parsons, Executive Director of the EDA		



July 13, 2020

Mr. Doug Stanley
County Administrator
Warren County Board of Supervisors
220 North Commerce Avenue
Front Royal, VA 22630

Mr. Matt Tederick
Interim Town Manager
Town of Front Royal
16 North Royal Avenue
Front Royal, VA 22630

Mr. Stanley and Mr. Tederick:

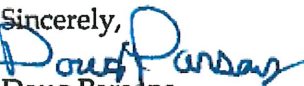
We received an offer for a parcel of ground at the McKay Springs site at the corner of Reliance Road and Route 340/522. The offer is for tax map 12A-113-1 for 1.4253 acres at the corner where the Estep Mobile Home Park used to be.

These parcels were recently revised by Marsh and Legge Land Surveyors and the plat showing the boundary line adjustments and consolidation is attached. It is my understanding that Jason Ham, counsel for the County, has been talking with Mr. Napier to get these revised plats approved by the Town and County and put to record in the near future.

We've also attached an appraisal for this same parcel recently conducted by Blue Ridge Appraisers for \$310,000.00 and the proposed LOI from the prospect for \$475,000.00 for a proposed fast food restaurant.

The sales proceeds will be distributed to the Town and County pursuant to the Memorandum of Understanding approved by the County and Town in 2011, taking into consideration the 2.06 acre Estep Property purchased by the County in 2016. The County would receive a proportionate monetary value based on the share of the Estep acreage that is contained within the parcel being sold.

We ask that the County Board of Supervisors and Town Council decide if this is an acceptable offer and notify us in writing as to their decision so we may execute the LOI and move toward closing. We can concurrently work together to arrive at a fair and equitable distribution of the proceeds.

Sincerely,

Doug Parsons

LETTER OF INTENT
PROPOSED TERMS OF PURCHASE OF REAL ESTATE
BY BODDIE-NOELL ENTERPRISES, INC.

The following constitutes the principal terms of our current proposal to purchase the real estate in Front Royal, VA containing approximately 1.42 acres (+/-) of land situated at the corner of Winchester Road and Reliance Road, together with the improvements located thereon if any. It does not cover many details and standard provisions that will be included in the definitive purchase agreement we will later negotiate. Except as to the matters set forth in Sections 7, 8 and 9, below, it is not intended, and does not constitute a legally binding or enforceable agreement of any sort or impose any obligation on either party to enter into a binding agreement.

1. Purchaser. The purchaser will be Boddie-Noell Enterprises, Inc., a North Carolina corporation, or its assignees or designees (the "Purchaser").
2. Seller. The ("Seller") The Town of Front Royal, as the owner of the fee simple title to the Premises.
3. Purchase Price. The purchase price shall be \$475,000.00 payable as follows:
 - (1) Ten Thousand and no/100 Dollars (\$10,000.00) good faith deposit paid within ten (10) days of execution of the Purchase Agreement and held in escrow and paid to Seller at the Closing, or returned to us if the Purchase Agreement is not executed in accordance with the Letter of Intent, or if the purchase transaction is not closed after execution and delivery of such Purchase Agreement.
 - (2) The balance to be paid in cash or confirmed wire transfer at Closing.
4. Closing. The closing (the "Closing") will take place within 30 days after due diligence activities have been performed and all conditions have been met.
5. Feasibility Period.
 - a) Upon execution of this Letter of Intent, the Purchaser and its representatives and advisers will be provided access to the Premises, and the Purchaser and its representatives and advisers will be allowed to inspect and conduct such other due diligence reviews, as it deems necessary and appropriate.
 - b) Seller shall deliver to Purchaser, or make available to Purchaser for examination, all

documents and information with respect to the Property, such as surveys, plans, specifications, environmental, engineering, and reports such as soils reports and environmental audits, that are in Seller's possession or which Seller can obtain with reasonable effort.

- c) Conditions are to be satisfied or waived in sole discretion of Purchaser within one hundred fifty (150) days (the "Feasibility Period") of final execution of a purchase agreement to perform basic due diligence and confirm availability of adequate public utilities, acceptable environmental, geotechnical and title reports. Purchaser to acquire all permits and approvals ("Approvals") if and as necessary, to operate a Hardee's Restaurant on the Property.
- d) Upon expiration of the Feasibility Period, Purchaser shall have two (2) thirty (30) day extension periods.
- e) Survey, Soils and Environmental. Receipt of a topographic and boundary survey, soil tests and environmental tests which disclose no conditions which render the Premise unsuitable for its intended use.
- f) Utilities. Availability and adequacy of all utilities at the property line.
- g) Seller's Work. Cleanup of any existing environmental impediments that would render the parcel unsuitable for its intended use.

6. Conditions of Closing:

- a) Title. The Seller will convey the Premises to the Purchaser free and clear of all liens, restrictions or other encumbrances.
- b) Consents and Approvals. The Purchaser must have received all necessary governmental licenses, consents, approvals, and Hardee's Food Systems franchise license agreement, necessary for the layout, construction at an acceptable cost and operation of a Hardee's restaurant on the Premises.
- c) Additional Representations, Warranties, Indemnities and Conditions. The Closing will also be subject to additional representations, warranties, indemnities and conditions customary in transactions of this nature.
- d) Premises. Seller will be responsible for any potential environmental cleanup as stated in Seller's work.
- e) Restriction: Seller agrees that no parcel of property, within its control, within 1000 feet of the premise shall be used, sold for or leased to a restaurant specifically operated by or under the franchise from McDonald's, Burger King, Wendy's, Sonic Biscuitville, or any other drive-thru quick service restaurant that sells hamburgers or

biscuits as a primary item, for a period of ten (10) years from the date of closing. Sit down restaurants without a drive-thru are not subject to the restriction.

7. Costs. The Purchaser and the Seller shall bear their own costs and expenses incurred in conjunction with the proposed transaction, including, without limitation, all legal and accounting fees, whether or not the transaction is consummated. The Seller shall be responsible for all brokerage commissions or fees associated with this transaction.
8. Exclusivity. Upon acceptance of this Letter of Intent, the Seller agrees to negotiate in good faith with the Purchaser toward the execution and delivery of the Purchase Agreement (defined below) and the consummation of the transaction contemplated thereby. The Seller further agrees that it will not negotiate the sale of the Premises with any other party until February 15, 2021.
9. Confidentiality. Both the Purchaser and the Seller agree not to disclose or discuss any information exchanged concerning this proposed transaction with anyone other than their respective representatives and advisers. If the proposed transaction is not consummated, the Purchaser and the Seller shall return all documents and other materials provided by the other in conjunction with such proposed transaction.
10. Definitive Purchase Agreement. This Letter of Intent is not intended to be binding upon any party hereto, nor create any legal rights or obligations with respect to the matters set forth herein, except for the duty to negotiate in good faith and the other provisions of Section 7 (Costs), Section 8 (Exclusivity) and 9 (Confidentiality) hereof. Upon acceptance of this proposal, our representatives and advisers will proceed to conduct the inspections and other due diligence matters and our legal counsel will prepare for your review a definitive agreement for the purchase of the Assets (the "Definitive Purchase Agreement"). Except as specifically provided in the first sentence of this Section 10, we will have no legal rights or obligations related to the sale/purchase of the Premises until a Definitive Purchase Agreement has been executed and delivered by the respective parties.
11. Broker. It is understood by all parties to this agreement that Seller shall be responsible for any broker's commission related to this transaction. Purchaser represents that it has not dealt with any broker, agent or finder in connection with this purchase other than Rob Heavner of Retail Advisors.
12. This letter of intent is non-binding upon Seller and Purchaser and shall be deemed null and void if Seller does not accept it on or before January 31, 2021. Only a fully executed Purchase Agreement shall constitute a binding agreement for the Property.

If this proposal is acceptable to you, please indicate by signing and dating a copy of this letter and returning it to Purchaser.

Submitted

BODDIE-NOELL ENTERPRISES, INC.

BY: Scott Keene
Scott Keene
Director of Real Estate

Date: 1/13/2021

ACCEPTED AND AGREED this _____
day of _____, 2021.

Seller: Economic Industrial Development Authority of Front Royal & Warren County BY:

Its: _____

Seller: Warren County

BY: _____

Its: _____

Seller: Town of Front Royal

BY: _____

Its: _____

MEMORANDUM OF UNDERSTANDING
MCKAY SPRING PROPERTY

09/26/2011

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 30th day of November, 2011, by and between the **COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter "the County") and **THE TOWN OF FRONT ROYAL, VIRGINIA**, a Virginia municipal corporation (hereinafter "the Town").

WITNESSETH:

On December 21, 2004, the County and Town entered into a Memorandum of Understanding jointly to purchase a parcel of land at Cedarville consisting of 8.155 acres with improvements (the "Property") from Maureen O'Donnell, unmarried, to vacate certain rights-of-way in the vicinity, to convey the County's interest in an adjacent parcel (the "DuPont Parcel") to the Town, to pursue a commercial zoning designation for the property, to convey to the Virginia Department of Transportation ("VDOT") portions of the Town's and County's properties for improvements of the intersection of Reliance Road and U.S. Route 340/522, and to market and sell the parts of the Property, the DuPont Parcel, and the other adjacent lands owned by the Town which are not needed for the Town for the development of the McKay Spring as a source of potable water.

In March 2005, the County and Town jointly purchased the property.

Since March 2005, the County and Town have each conveyed to VDOT the appropriate rights-of-way for the intersection improvements. The Town has identified the portions of the various properties to be appropriately conveyed to the Town for development and use of the McKay Spring as a potable water source, and the various properties have been rezoned by the County to a commercial zoning designation. Further, the parties have agreed that the lands owned by the parties and not needed for the development of the McKay Spring should be consolidated and titled jointly in the County and the Town for purposes of marketing and selling for development, subject to the designation in a perpetual preservation easement of an area of at least 0.50 acres of land surrounding the ruins of the former Robert McKay, Jr. house and outbuildings, as provided for in proffered conditions of the rezoning.

The parties now desire to set forth their remaining agreement concerning the ownership, use, marketing and sale of the various properties, and to supersede the Memorandum of Understanding of December 21, 2004 with the following.

To that end, and for and in consideration of the mutual covenants contained herein, the County and Town agree as follows:

1. The County and the Town will cooperate together to obtain the vacation of existing rights-of-way now platted and present on the Property and on the Town's adjacent lands which are not necessary for the development of the

Property, the DuPont Parcel and the Town's adjacent lands, and which may hinder the development of the McKay Spring and the Town's lands for use as a potable water source.

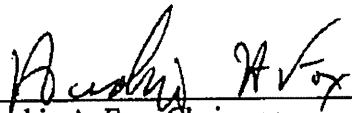
2. The County and the Town will cooperate with each other to convey to or reserve for the Town an appropriate portion of the Property, as well as an appropriate portion of the County's DuPont Parcel required by the Commonwealth of Virginia for an appropriate buffer (hereinafter "the Buffer") surrounding the McKay Spring to allow its development as a water source and treatment facility to supplement the Town's water supply. The Buffer will be contained within the portion of the Property as shown and described on a plat entitled "Plat Showing Boundary, Consolidation, & Division Survey of Property of the Town of Front Royal, VA., and the County of Warren, VA., North River Magisterial District, Warren County, Virginia", dated 03/10/2010, made by Kirk W. Norton, Land Surveyor, for Racey Engineering.
3. The County will convey or is in the process of conveying to the Town its interest in the remaining portion of the DuPont Parcel (0.649 acres, Tax Map Parcel 12-69) and its one-half interest in a portion of Tax Map Parcel 12-26D, consisting of 2.003 acres, as shown on the aforesaid plat, to be combined with the Town's McKay Spring property to allow its development as a water source and treatment facility to supplement the Town's water supply.
4. In exchange for the County's conveying to the Town the desired portion of the DuPont Parcel for the Buffer and other equitable consideration, the Town will convey to the County from the Town's adjacent lands a one-half interest in the remaining portions of Lots 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block 11, and Lot 15 shown as Parcel 3 (0.950 acres), and Parcel 15 (2.779 acres) on the aforesaid plat.
5. The County and Town will cooperate to obtain a designation that the McKay Spring and the Town's adjacent lands are appropriate and in compliance with the County's Comprehensive Plan as a public potable water source to be developed in the future.
6. The County and/or Town will identify, plat and designate an area of at least 0.50 acres of land surrounding the ruins of the former Robert McKay, Jr. house and outbuildings and record a perpetual preservation easement, condition and/or restriction to ensure the preservation, restoration and/or interpretation of the site and structures.
7. The County and Town will jointly market the resulting jointly owned land for sale and development to commercial developers and incorporate the remaining elements of the former Robert McKay, Jr. house into the

eventual development of the site, to respect and recognize the historic value and significance of the remains of the house. Proceeds from the sale of the jointly owned land will be shared by the County and Town equally except that from the County's share of the proceeds, the County shall reimburse the Town for the property provided to the County by the Town for the construction of the Parks and Recreation maintenance facility through a credit, therefore, to the Town from the County's share of the sale proceeds prior to disbursement.

8. The terms of this Memorandum of Understanding are contingent upon the County and the Town each formally ratifying the execution of this Memorandum of Understanding at public meetings of the Board of Supervisors and the Town Council, respectively.
9. The County and Town will cooperate to do all other things necessary or appropriate for the ends of this Memorandum of Understanding to be accomplished.
10. This Memorandum of Understanding shall effectively supersede the Memorandum of Understanding between the parties, dated December 21, 2004.

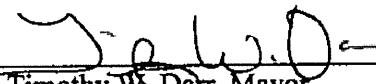
WITNESSETH the following signatures:

For the County of Warren, Virginia


Archie A. Fox, Chairman

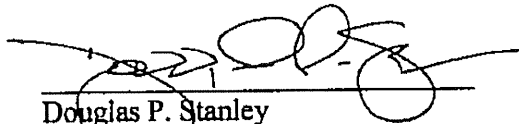
Date: 11-30-2011

For the Town of Front Royal, Virginia


Timothy W. Darr, Mayor

Date: 11-28-2011

Attest:


Douglas P. Stanley
County Administrator

Date: 11/30/11

Attest:

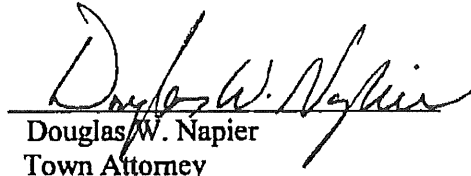

Steven M. Burke
Town Manager

Date: 11/28/11

Approved as to Form:



Blair D. Mitchell
County Attorney



Douglas W. Napier
Town Attorney

APPRAISAL OF REAL PROPERTY



LOCATED AT

TBD RELIANCE RD & WINCHESTER RD.
FRONT ROYAL, VA 22630
SEE ATTACHED METES AND BOUND PLAT

FOR

DOUG PARSONS
P. O. BOX 1560
FRONT ROYAL, V 22630

OPINION OF VALUE

310,000

AS OF

MAY 15, 2020

BY

DAVID F. MILLER
BLUE RIDGE APPRAISAL CO., LLC
11 TERRY COURT, SUITE A
STAUNTON, VA 24401
(800) 248-0535
nicoleg@blueridgeappraisal.com

Loan No.:

CLIENT AND PROPERTY IDENTIFICATION

CONTRACT ANALYSIS

NEIGHBORHOOD DESCRIPTION

SITE DESCRIPTION

11/2015

File No.: 0078061

Loan No.:

There are	10	comparable sites currently offered for sale in the subject neighborhood ranging in price from \$	325,000	to \$	795,000
There were	5	comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$	310,000	to \$	700,000

COMPARABLE SALES

FEATURE		SUBJECT		COMPARABLE # 1		COMPARABLE # 2		COMPARABLE # 3	
Address TBD RELIANCE RD & WINCHES City/St/Zip Front Royal, VA 22630		John Marshall Hwy Front Royal, VA 22630		Fairfax Pike Stephens City, VA 22655		Old Valley Pike Strasburg, VA 22641			
Proximity to Subject		5.08 miles SE		7.15 miles N		11.71 miles W			
Data Sources		INSPECTION		VAMANET		VAMANET		MLS/1000121273	
Verification Sources		IDA		CLERKS OFFICE		CLERKS OFFICE		CLERKS OFFICE	
Sale Price		\$ 310,000		\$ 365,000		\$ 475,000			
Price/ Sq.Ft.		\$ 4.23		\$ 5.34		\$ 6.49			
Date of Sale (MO/DA/YR)		5/15/20		4/18/19		10/9/19		2/18/19	
Days on Market		NA		UNKN		UNKN		482	
Financing Type		NA		CONV		CONV		CONV	
Concessions		NA		NONE		NONE		NONE	
Location		AVERAGE		AVERAGE		AVERAGE		GOOD -1.5	
Property Rights Appraised		Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Site Size (in Sq.Ft.)		62,086		73,259		68,389		73,173	
View		AVERAGE		AVERAGE		AVERAGE		AVERAGE	
Topography		GENTLY ROLLING		GENTLY ROLLING		GENTLY ROLLING		GENTLY ROLLING	
Available Utilities		ALL NECESSARY		ALL NECESSARY		ALL NECESSARY		ALL NECESSARY	
Street Frontage		ADEQUATE		ADEQUATE		ADEQUATE		ADEQUATE	
Street Type		PRIMARY/SECOND		PRIMARY		PRIMARY		PRIMARY	
Water Influence		NONE		NONE		NONE		NONE	
Fencing		NONE		NONE		NONE		NONE	
Improvements		NONE		NONE		NONE		NONE	
Other Feature									
Other Feature									
Net Adjustment (Total, in \$)				☐ + ☐ - \$		☐ + ☐ - \$		☐ + ☒ - \$ -109,760	
Adjusted sales price of the				Net Adj. %		Net Adj. %		Net Adj. 23.1% (\$ -15 /sq.ft.)	
Comparable Sales (in \$ / Sq.Ft.)				Gross Adj. % \$ 4.23		Gross Adj. % \$ 5.34		Gross Adj. 23.1% \$ 4.99	

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.

Data Sources:

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Sources:

The appraiser's research ☐ did ☒ did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.

Data Sources:

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
\$	\$	\$	\$	\$
\$	\$	\$	\$	\$

Subject property is currently listed for sale? ☐ Yes ☒ No Data Source:

Current Listing History	List Date	List Price	Days on Market	Data Source
		\$		

Subject property has been listed within the last 12 months? ☐ Yes ☒ No Data Source:

12 Month Listing History	List Date	List Price	Days on Market	Data Source
		\$		
		\$		

Comments on Prior Sales/Transfers and Current and Prior Listings:	NONE OBSERVED
---	---------------

Summary of the Sales Comparison Approach: THE ABOVE SALES WERE THE BEST AVAILABLE AFTER A MARKET SEARCH. THE ADJUSTED PER SQUARE FOOT RATE RANGES FROM \$4.23 TO \$5.33 PER SQUARE FOOT. EQUAL WEIGHT HAS BEEN PLACE ON ALL SALES.

Reconciliation Comments: AFTER CAREFUL CONSIDERATION I HAVE CONCLUDED THAT THE VALUE OF THE SUBJECT TRACT IS \$5.00 PER SQUARE FOOT OR 62,086 SQUARE FEET AT \$5.00 PER SQUARE FEET EQUALS \$310,430 SAY \$310,000 ROUND.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions or inspections:

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:

Opinion of Market Value: \$ 310,000 , as of MAY 15, 2020 , which is the date of inspection and the effective date of this appraisal.

LAND APPRAISAL REPORT

File No.: 0078061

Loan No.:

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s): ☐ Detached: ☐ Attached:

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project: _____

Total number of phases: _____ Total number of units: _____ Total number of units sold: _____

Total number of units rented: _____ Total number of units for sale: _____ Data sources: _____

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion: _____

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source: _____

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

*Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining multiple transactions into one reported sale.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

File No.: 0078061

Loan No.:

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

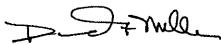
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature: 

Name: DAVID F. MILLER

Company Name: BLUE RIDGE APPRAISAL CO., LLC

Company Address: 11 TERRY COURT, SUITE A
STAUNTON, VA 24401

Telephone Number: (800) 248-0535

Email Address: nicoleg@blueridgeappraisal.com

Date of Signature and Report: 06/03/2020

Effective Date of Appraisal: MAY 15, 2020

State Certification #: 4001000367

or State License #: _____

or Other (describe): _____ State #: _____

State: VA

Expiration Date of Certification or License: 10/31/2021

ADDRESS OF PROPERTY APPRAISED
TBD RELIANCE RD & WINCHESTER RD.
FRONT ROYAL, VA 22630

APPRAISED VALUE OF SUBJECT PROPERTY \$ 310,000

LENDER/CLIENT
Name: _____

Company Name: DOUG PARSONS

Company Address: P. O. BOX 1560
FRONT ROYAL, V 22630

Email Address: _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature: _____

Name: _____

Company Name: _____

Company Address: _____

Telephone Number: _____

Email Address: _____

Date of Signature: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

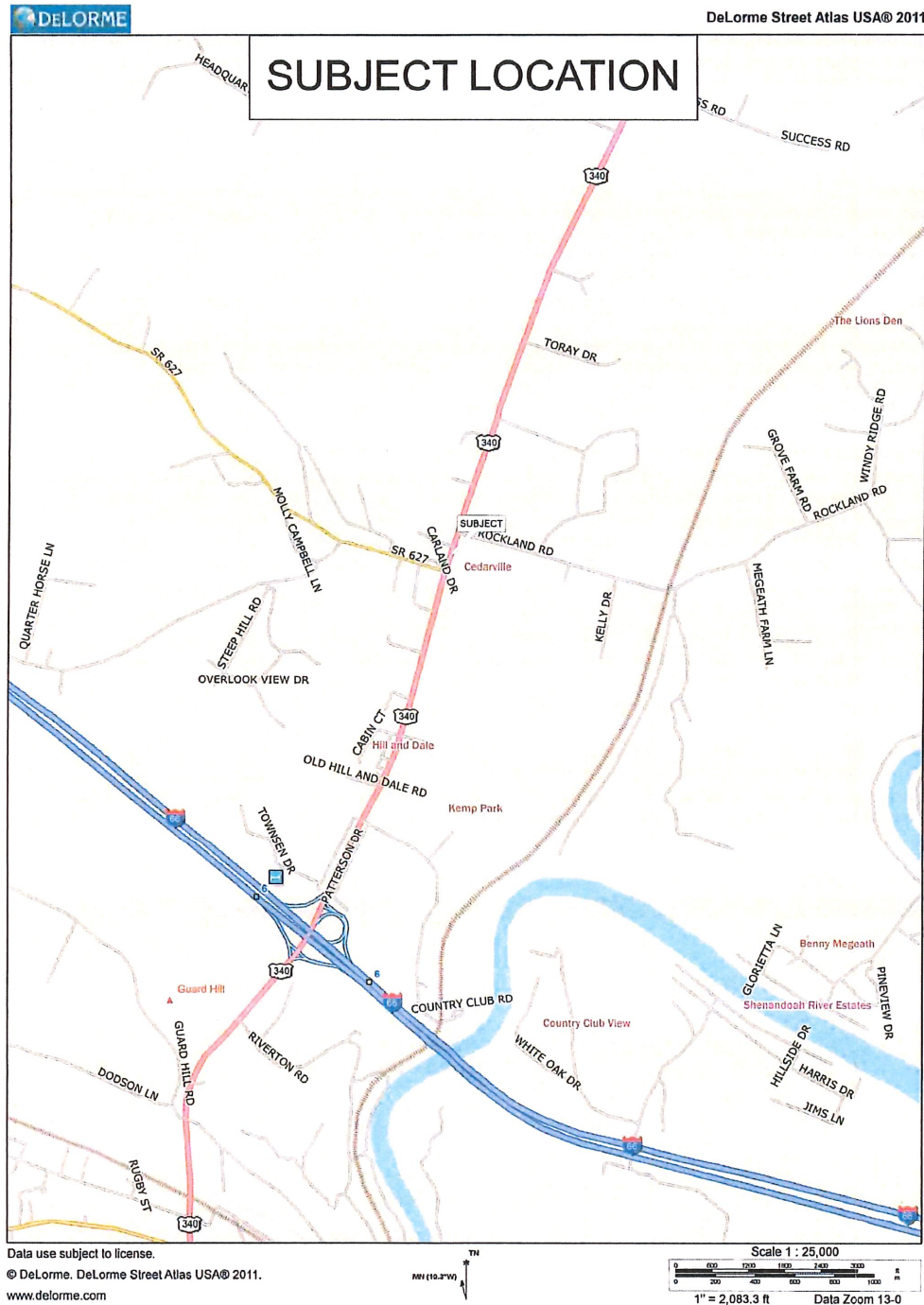
SUBJECT PROPERTY

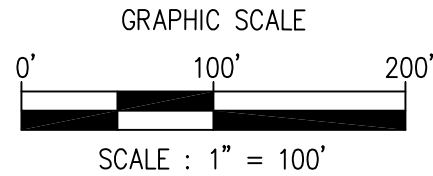
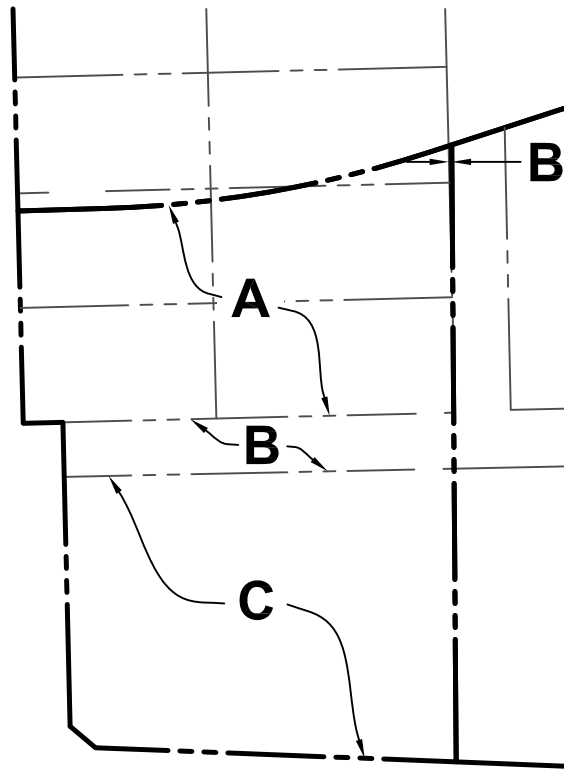
- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from at least the street
- Date of Inspection: _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☐ Did inspect exterior of comparable sales from street
- Date of Inspection: _____

SUBJECT MAP





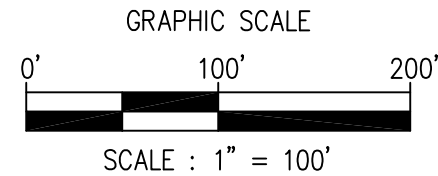
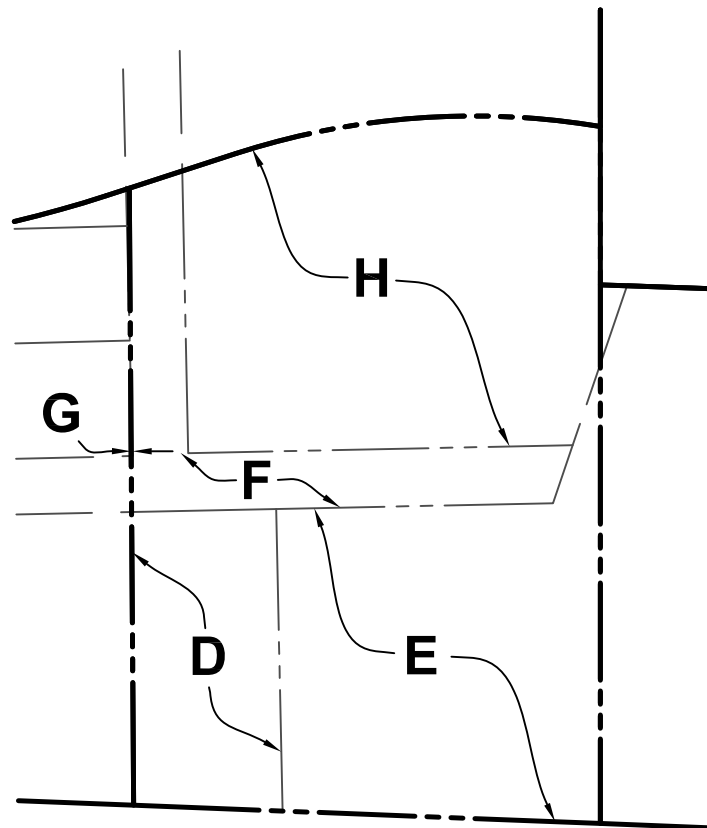
AREA SUMMARY

ADJUSTED TAX MAP 12A-113-1	1.4253 ACRES
A – ORIGINAL TAX MAP 12A-113-1THRU 14	0.6109 ACRES 42.8%
B – ORIGINAL RIGHT OF WAY	0.1363 ACRES 9.6%
C – ORIGINAL TAX MAP 12A-115-15	0.6780 ACRES 47.6%
TOTAL AREA	1.4253 ACRES

OWNERSHIP SUMMARY

- A** – INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA
- B** – RIGHT OF WAY
- C** – TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

**ADJUSTED TAX MAP
12A-113-1
AREA SUMMARY**



AREA SUMMARY

ADJUSTED TAX MAP 12A-115-15 1.9825 ACRES

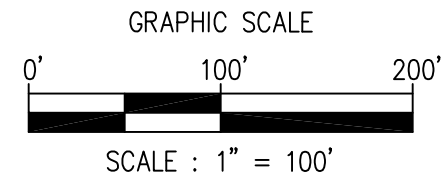
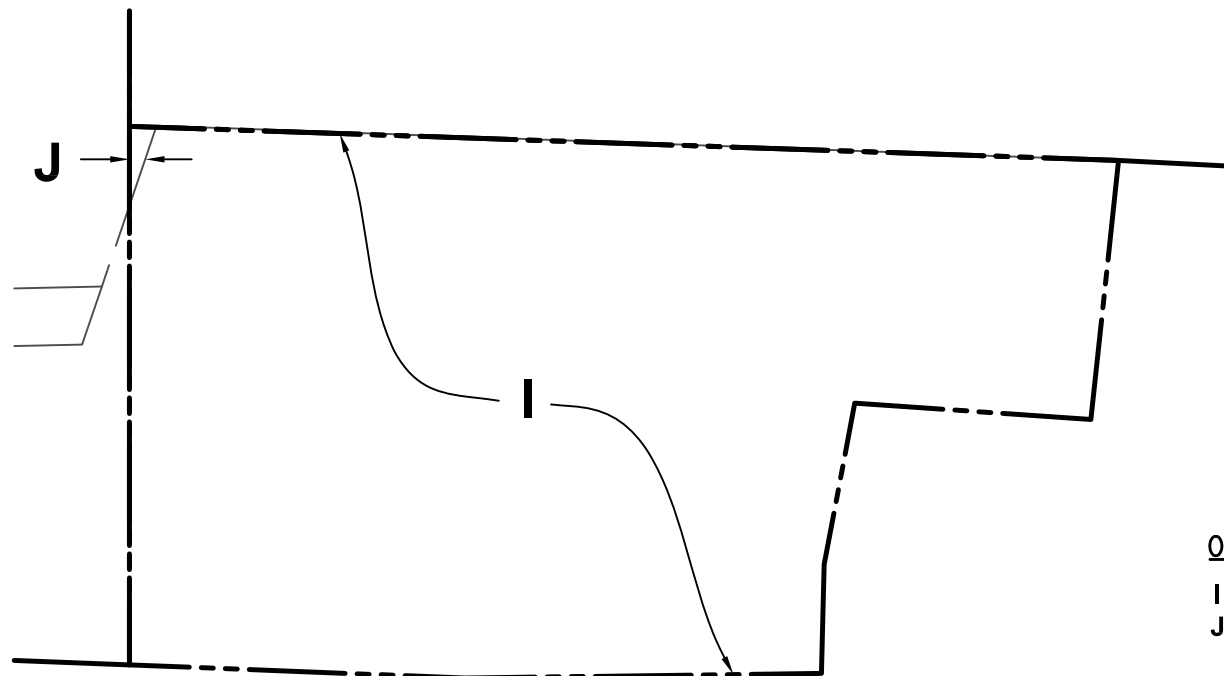
D - ORIGINAL TAX MAP 12A-115-15 0.2719 ACRES 13.7%
E - ORIGINAL TAX MAP 12-69 0.6433 ACRES 32.5%
F - ORIGINAL RIGHT OF WAY 0.2487 ACRES 12.5%
G - ORIGINAL TAX MAP 12A-113-1 THRU 14 ... 0.0004 ACRES <0.1%
H - ORIGINAL TAX MAP 12A-26D 0.8182 ACRES 41.3%

TOTAL AREA 1.9825 ACRES

OWNERSHIP SUMMARY

D - TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA
E - TOWN OF FRONT ROYAL, VIRGINIA
F - RIGHT OF WAY
G - INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA
H - TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

**ADJUSTED TAX MAP
 12A-115-15
 AREA SUMMARY**



AREA SUMMARY

ADJUSTED TAX MAP 12-69 2.7778 ACRES

I - ORIGINAL TAX MAP 12-69 2.7712 ACRES 99.8%

J - ORIGINAL TAX MAP 12-26D ... 0.0066 ACRES 0.2%

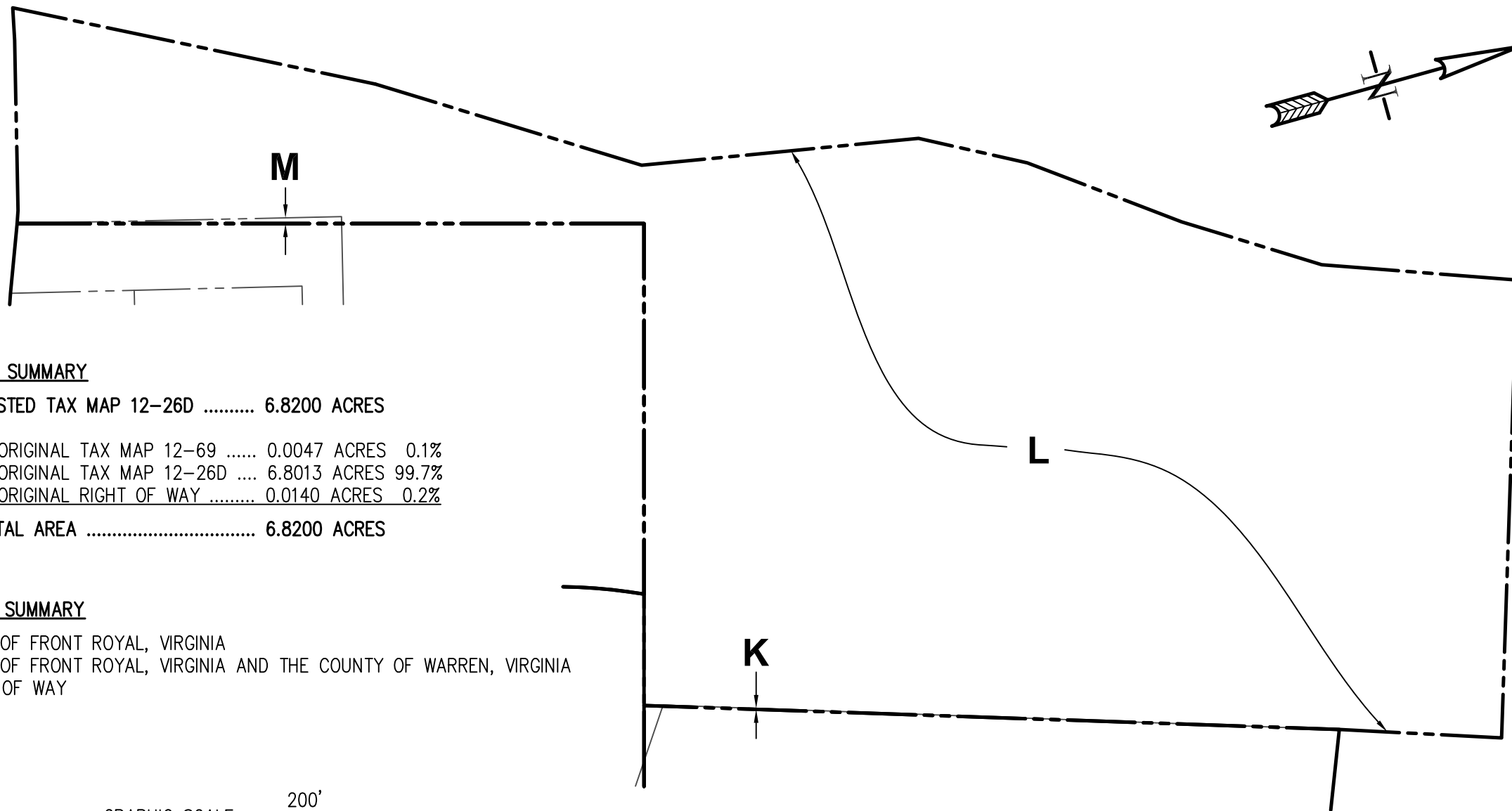
TOTAL AREA 2.7778 ACRES

OWNERSHIP SUMMARY

I - TOWN OF FRONT ROYAL, VIRGINIA

J - TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

**ADJUSTED TAX MAP
12-69
AREA SUMMARY**



AREA SUMMARY

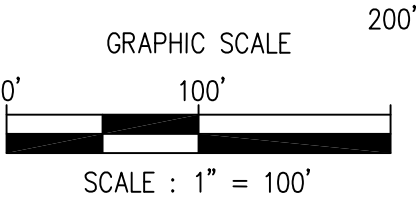
ADJUSTED TAX MAP 12-26D 6.8200 ACRES

K – ORIGINAL TAX MAP 12-69 0.0047 ACRES 0.1%
L – ORIGINAL TAX MAP 12-26D 6.8013 ACRES 99.7%
M – ORIGINAL RIGHT OF WAY 0.0140 ACRES 0.2%

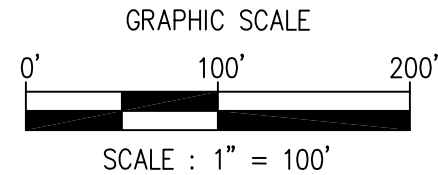
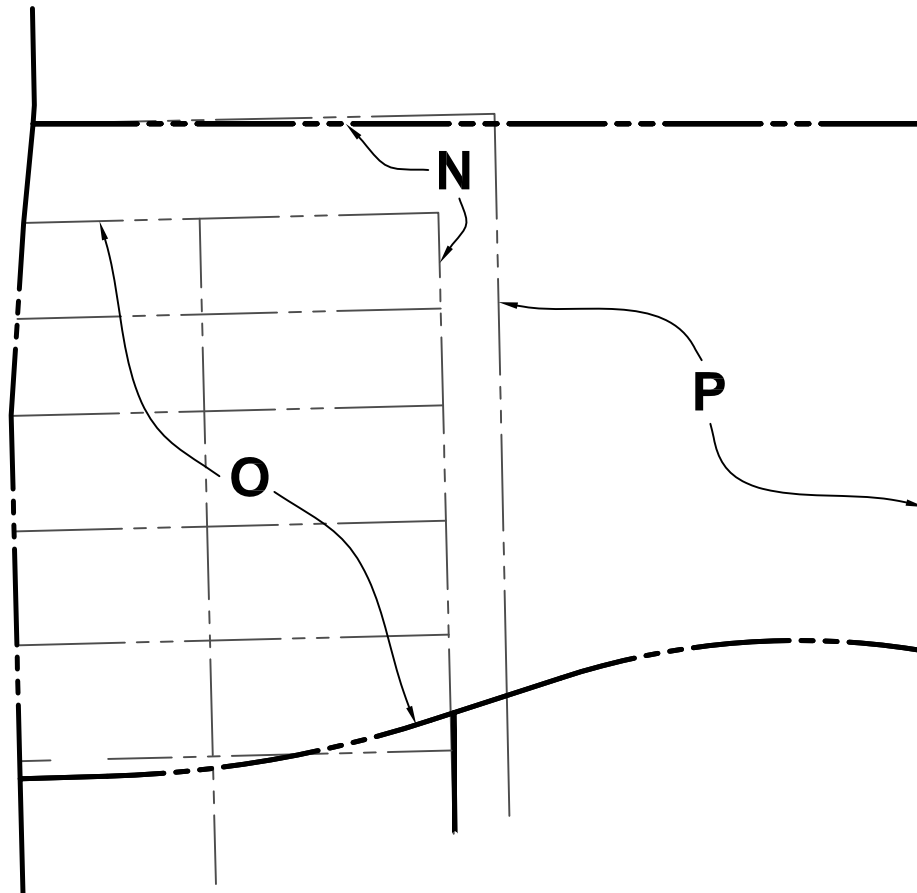
TOTAL AREA 6.8200 ACRES

OWNERSHIP SUMMARY

K – TOWN OF FRONT ROYAL, VIRGINIA
L – TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA
M – RIGHT OF WAY



**ADJUSTED TAX MAP
12-26D
AREA SUMMARY**



AREA SUMMARY

ADJUSTED TAX MAP 12A-113-2 3.2967 ACRES

N - ORIGINAL RIGHT OF WAY 0.4483 ACRES 13.6%

O - ORIGINAL TAX MAP 12A-113-1 THRU 14 ... 1.4446 ACRES 43.8%

P - ORIGINAL TAX MAP 12-26D 1.4038 ACRES 42.6%

TOTAL AREA 3.2967 ACRES

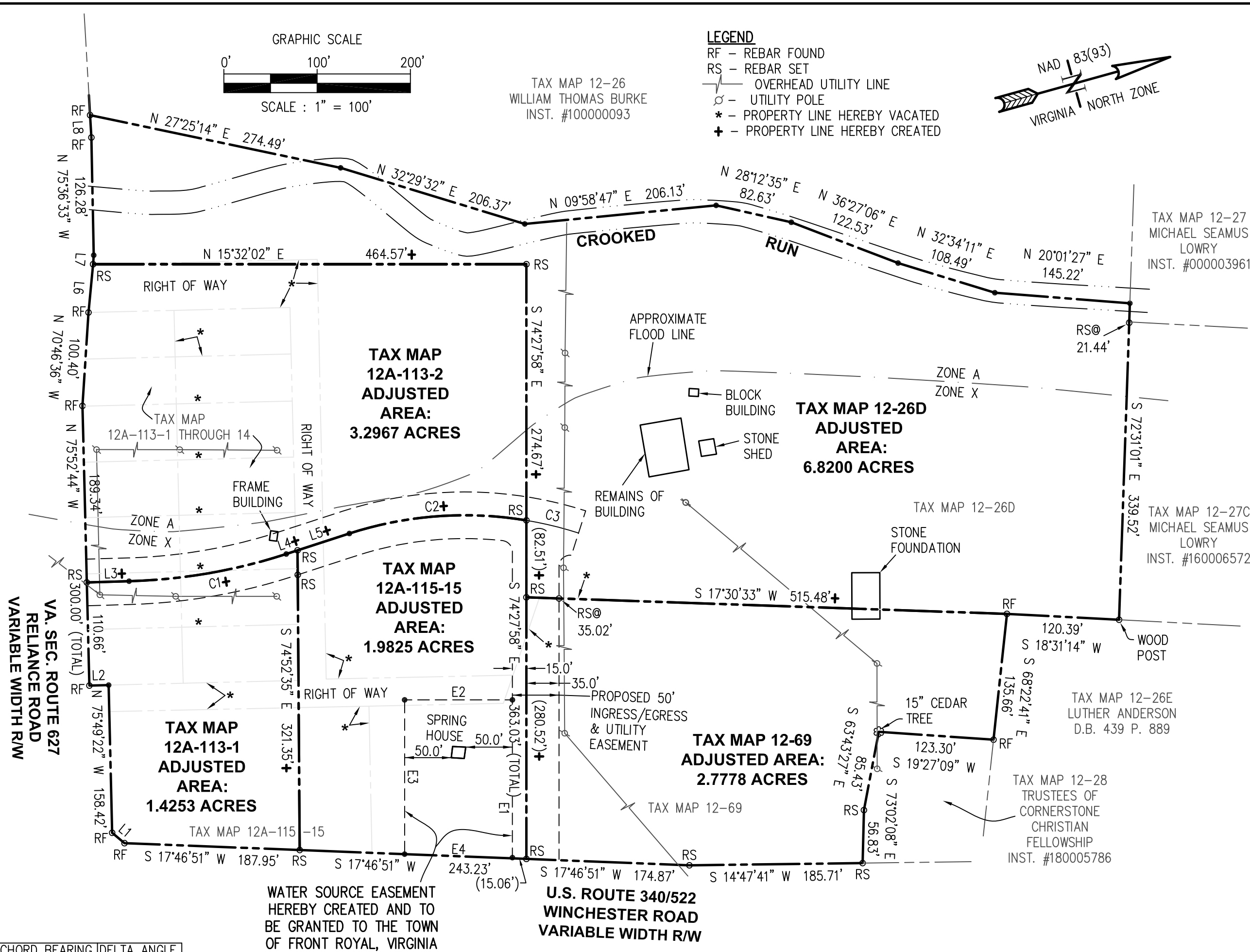
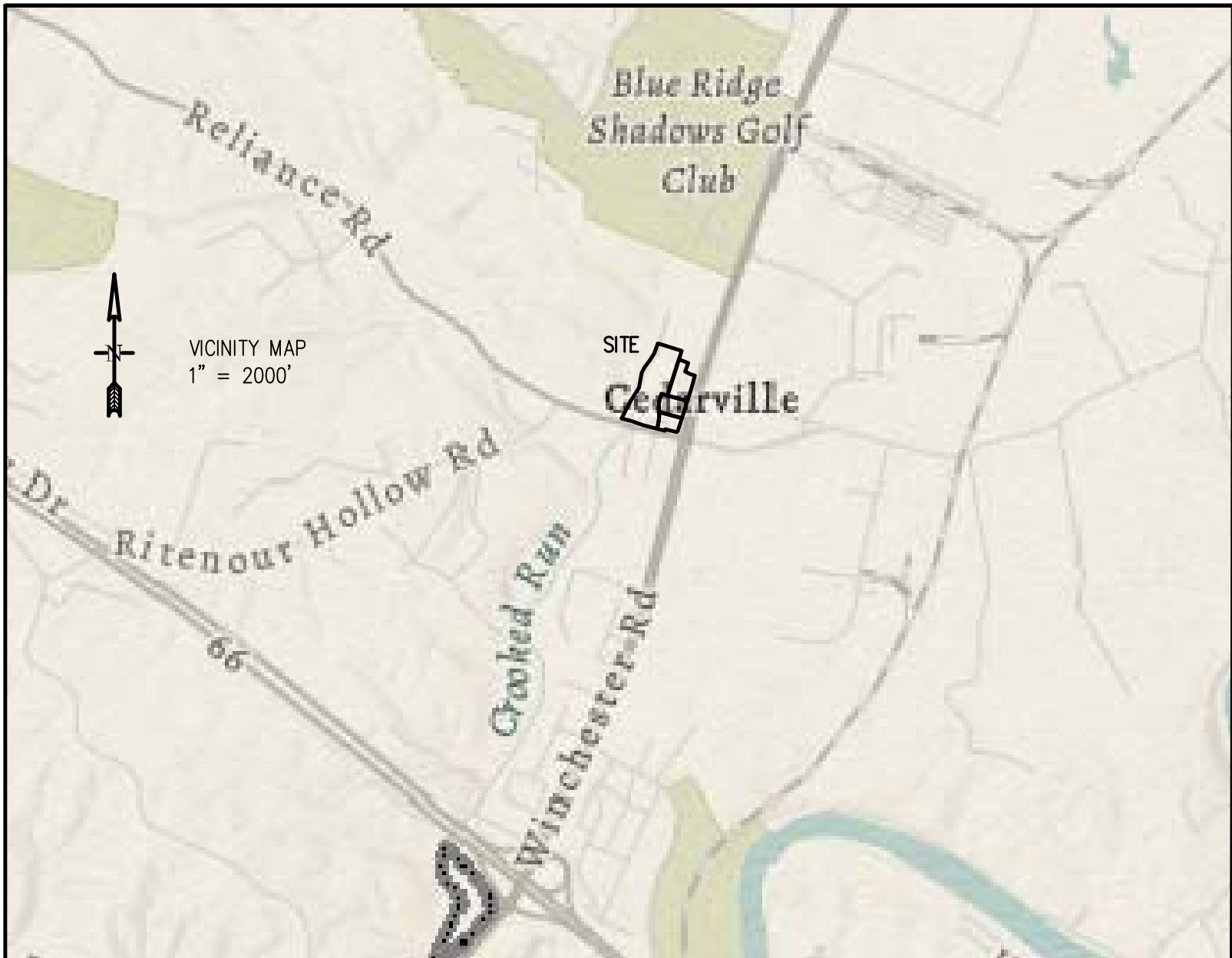
OWNERSHIP SUMMARY

N - RIGHT OF WAY

O - INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA

P - TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

**ADJUSTED TAX MAP
12A-113-2
AREA SUMMARY**



OWNER'S CERTIFICATE

THE ABOVE AND FOREGOING BOUNDARY LINE ADJUSTMENT AND CONSOLIDATION, AS APPEARS ON THE ACCOMPANYING PLAT, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

FOR THE INDUSTRIAL DEVELOPMENT OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA

FOR THE TOWN OF FRONT ROYAL, VIRGINIA

FOR THE COUNTY OF WARREN, VIRGINIA

COUNTY OF WARREN APPROVAL

APPROVED PURSUANT TO VIRGINIA STATE CODE SECTION 15.2-2272.

COUNTY ADMINISTRATOR

COUNTY OF WARREN APPROVAL

REVIEWED AND CERTIFIED AS EXEMPT FROM THE WARREN COUNTY SUBDIVISION ORDINANCE UNDER SECTION 155-3 B (1)(a) ALLOWING BOUNDARY ADJUSTMENTS AND MAY BE COMMITTED TO RECORD.

PLANNING DIRECTOR

TOWN OF FRONT ROYAL APPROVALS

REVIEWED AND APPROVED BY THE TOWN PLANNING COMMISSION

PLANNING DIRECTOR

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL

MAYOR

CLERK

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 55°28'25" W	17.30'
L2	S 14°07'16" W	20.68'
L3	N 13°54'39" E	45.33'
L4	N 02°28'36" W	12.71'
L5	N 02°28'36" W	58.41'
L6	N 69°02'42" W	51.96'
L7	N 70°19'11" W	9.68'
L8	N 77°47'37" W	24.05'

WATER SOURCE
EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
E1	N 74°27'58" W	169.95'
E2	S 15°32'02" W	115.58'
E3	S 74°27'58" E	165.41'
E4	N 17°46'51" E	115.67'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	600.00'	171.61'	171.03'	N 05°43'01" E	16°23'15"
C2	400.00'	192.16'	190.32'	N 11°17'09" E	27°31'31"
C3	400.00'	57.57'	57.52'	N 29°10'19" E	8°14'48"

AREA SUMMARY

ORIGINAL TAX MAP 12A-113-1 THROUGH 14 ... 2.056 ACRES
ORIGINAL TAX MAP 12A-115-15 0.950 ACRES
ORIGINAL TAX MAP 12-26D 9.030 ACRES
ORIGINAL TAX MAP 12-69 3.419 ACRES
RIGHT OF WAYS 0.847 ACRES

TOTAL ORIGINAL AREA 16.302 ACRES

ADJUSTED TAX MAP 12A-113-1 1.425 ACRES
ADJUSTED TAX MAP 12A-113-2 3.297 ACRES
ADJUSTED TAX MAP 12A-113-3 THROUGH 14 ... VACATED
ADJUSTED TAX MAP 12A-115-15 1.982 ACRES
ADJUSTED TAX MAP 12-26D 6.820 ACRES
ADJUSTED TAX MAP 12-69 2.778 ACRES
RIGHT OF WAYS VACATED

TOTAL ADJUSTED AREA 16.302 ACRES

NOTES

1. NO TITLE REPORT FURNISHED; THEREFORE, EASEMENTS OR ENCUMBRANCES AFFECTING THE PROPERTY REPRESENTED BY THIS SURVEY MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.
2. THE LOCATIONS OF UNDERGROUND UTILITIES OR OTHER SUBSURFACE IMPROVEMENTS, IF ANY, WERE NOT ASCERTAINED; THEREFORE, ARE NOT SHOWN.
3. THE BOUNDARY INFORMATION SHOWN ON THIS PLAT IS BASED ON PLAT DATED 10 MARCH 2010 BY KIRK W. NORTON, L.S., RECORDED IN SLIDE 257-B AND PLAT DATED 20 JANUARY 2016 BY L.C. HIMELRIGHT, L.S. RECORDED WITH INSTRUMENT #160003334 AND VERIFIED ALONG WITH THE LOCATIONS OF PHYSICAL IMPROVEMENTS BY A FIELD RUN SURVEY COMPLETED UNDER MY SUPERVISION ON 31 MARCH 2020.
4. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 51187C0110C, DATED 3 JUNE 2008, A PORTION OF THE LANDS SHOWN ON THIS PLAT ARE WITHIN AN AREA DESIGNATED AS ZONE A, WHICH IS A SPECIAL FLOOD HAZARD AREA. FLOOD LINE SHOWN HEREON IS APPROXIMATE AND WAS SCALED FROM AFOREMENTIONED MAP.

SURVEYOR'S CERTIFICATE

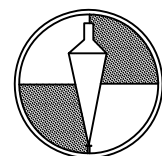
I HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS BOUNDARY LINE ADJUSTMENT AND CONSOLIDATION ARE THE LANDS CONVEYED TO THE INDUSTRIAL DEVELOPMENT OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA [TAX MAP 12A-113-1 THROUGH 14] BY DEED DATED 7 JULY 2016, RECORDED AS INSTRUMENT #160003334; THE LANDS CONVEYED THE TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA [TAX MAP 12A-115-15 & 12-26D] BY DEED DATED 21 MARCH 2012, RECORDED AS INSTRUMENT #120002714 AND THE LAND CONVEYED TO THE TOWN OF FRONT ROYAL, VIRGINIA [TAX MAP 12-69] BY DEED DATED 14 MARCH 2012, RECORDED AS INSTRUMENT #120002713.

BOUNDARY LINE ADJUSTMENT AND CONSOLIDATION
OF THE LANDS OF THE INDUSTRIAL DEVELOPMENT OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA [TAX MAP 12A-113-1 THOUGH 14]
THE LANDS OF THE TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA
TAX MAP 12A-115-15, 12-26D]
AND THE LANDS OF THE TOWN OF FRONT ROYAL, VIRGINIA [TAX MAP 12-69]
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

DATE:
04/20/2020

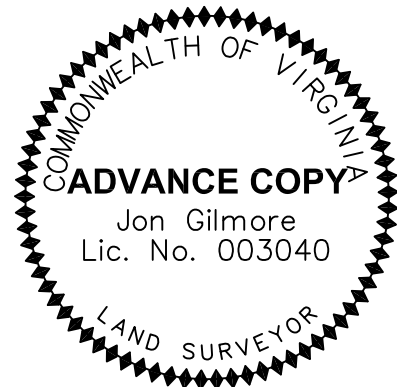
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10939-BLA

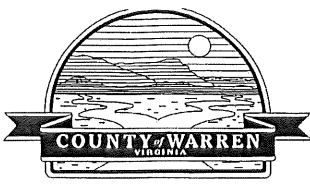
DRAWN BY: JTG
SHEET 1 OF 1



Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469 ~ EMAIL office@marshandlegge.com
www.marshandlegge.com





COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
February 16, 2021	I-3	Ordinance to Amend and Re-Ordain Section 82-4 of the Warren County Code to have Shannon Woods Sanitary District be Authorized to Implement a New Construction Road Use Fee.	1 OF 1

EXPLANATION & SUMMARY:

Chapter 82 of the Warren County Code states that the Board of Supervisors may set a rate of charge for the extraordinary use of the streets and roads in sanitary districts to the owners of lots upon which new construction is commencing. The rate of charge must be paid by the home builder/property owner at the time of building permit application for a dwelling or other principal structure.

The intent is that the funding would help offset any damages and/or repairs to the road system that may result from the heavy construction trucks and equipment associated with the new construction. The new construction fee must be closely tied to the actual impact of construction equipment. Under Virginia law, Warren County cannot charge a construction "impact fee" for new development. In essence, the fee is to provide funding to repair the roads that are used to access the construction site, note to construct or improve the roads. The current fees vary from \$1,500 to \$5,000 and are currently collected in 10 of our 14 Sanitary Districts.

At this time, the Shannon Woods Sanitary District Board is requesting to implement a new construction road use fee of \$2,500 for the streets and roads in the district. In order for the district to apply a new construction road use fee, it must be included on the list enumerated in Section 82-4 of the Warren County Code.

This public hearing was properly advertised.

COST AND FINANCING:

N/A

PROPOSED OR SUGGESTED MOTION:

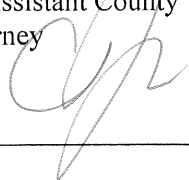
I move that the Board of Supervisors adopt the amendment and re-ordain Section 82-4 of the Warren County Code to have Shannon Woods Sanitary District be authorized to apply a construction road use fee, such fee to be \$2,500.

ALTERNATIVE MOTIONS:

I move that the Board of Supervisors NOT adopt the amendment and re-ordain Section 82-4 of the Warren County Code to have Shannon Woods Sanitary District be authorized to apply a construction road use fee, such fee to be \$2,500.

OR

I move that the Board of Supervisors postpone this item for further discussion to _____.

SUBMITTED BY: Caitlin W. Jordan, Sr. Assistant County Attorney 	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
---	---	----------------------

AN ORDINANCE TO AMEND AND RE-ORDAIN SECTION 82-4 OF THE WARREN COUNTY
CODE TO ADD SHANNON WOODS SANITARY DISTRICT TO THE LIST OF SANITARY
DISTRICTS AUTHORIZED TO APPLY CONSTRUCTION ROAD USE FEES

BE IT ORDAINED BY THE Warren County Board of Supervisors that Section 82-4 of the Warren County Code (Applicability to certain sanitary districts) be amended and re-ordained as follows:

Chapter 82: Construction, New

§ 82-4 Applicability to certain sanitary districts.

The user fee authorized by the article shall apply to the following sanitary districts:

- A. Within the boundary lines of the Skyland Estates Sanitary District.
- B. Within the boundary lines of the Blue Mountain Sanitary District.
- C. Within the boundary lines of the Shenandoah Farms Sanitary District.
- D. Within the boundary lines of the Shenandoah Shores Sanitary District.
- E. Within the boundary lines of the High Knob Sanitary District.
- F. Within the boundary lines of the Linden Heights Sanitary District.
[Added 6-17-2014]
- G. Within the boundary lines of the Shangri-La Sanitary District.
[Added 5-16-2017]
- H. Within the boundary lines of the Lake Front Royal Sanitary District.
[Added 5-16-2017]
- I. Within the boundary lines of the Osprey Lane Sanitary District.
[Added 5-21-2019]
- J. Within the boundary lines of the South River Estates Sanitary District.
[Added 9-15-2020]
- K. **Within the boundary lines of the Shannon Woods Sanitary District.**
[Added 2-16-2021]

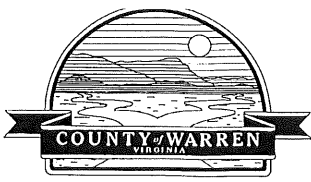
THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is ~~lined through~~.

Language proposed to be added is **underlined**.

Adopted: February 16, 2021

Deputy Clerk, Board of Supervisors
County of Warren, Virginia



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
February 16, 2021	I-4	Approval of Easement to Town of Front Royal, Virginia for the installation of water mains	1 OF 1

EXPLANATION & SUMMARY:

The Town of Front Royal, Virginia ("Town"), through CHA Consulting, Inc., has requested that the County of Warren ("County") grant the Town an easement over two County properties, namely tax map number 12-57 and 12-53A, to allow the Town to install a new water main to the Route 522 Corridor. See the attached letter and plats.

Currently, there is only one water main that provides water to the shopping centers, restaurants, and other businesses north of the bridges. In the event this water main breaks or is damaged there is no other way for the Town to supply these commercial users with water. To address this concern, the Town is installing several new waterlines that will not only provide water to the Route 522 Corridor but also improve water quality and system reliability. After conducting a detailed engineering and design analysis, it was determined that a section of the new waterlines would need to be installed on two County properties, namely tax map number 12-57 and 12-53A. The primary property's address is 701 Country Club Rd., Front Royal, Virginia 22630.

The new waterlines will be installed underground and will be invisible after installation. The easement would require the Town to confine construction to an agreed upon area and would also require the Town to restore the property to the same or better condition prior to construction.

CHA Consulting, Inc. prepared a Deed of Easement that has been reviewed and edited by the County Attorney's Office. See the attached Deed of Easement. The County Attorney's Office continues to work with CHA Consulting, Inc. to finalize the Deed of Easement.

This public hearing was properly advertised.

COST AND FINANCING:

N/A

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the Deed of Easement in substantial form as presented, subject to any such changes as may be required by the County Attorney.

OR

I move that the Board of Supervisors postpone this item for further discussion until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney	(DESCRIBE)	

Prepared and Recorded By:
Town of Front Royal
102 E. Main
Front Royal, VA 22630
Attorney VSB # _____
Insurance Underwriter is: None
Return Recorded Deed to: _____

Consideration: Exempt
Actual Value: Exempt

Tax Map Nos. 12-57, 12- 53A

This Deed is exempt (i) from recordation taxes pursuant to Section 58.1-811 (A)(3) and (C)(5) of the Code of Virginia (1950), as amended.

NOTICE TO THE CLERK: When indexing this instrument, please refer to the Town of Front Royal Parallel Waterline for the Route 522 North Corridor project.

THIS DEED OF EASEMENT is made and entered this 11th day of February, 2021, by and between THE COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia, (the “County”), (also index as WARREN COUNTY, VIRGINIA), **Grantor**, and the TOWN OF FRONT ROYAL, VIRGINIA (the “Town”), a Municipal Corporation, **Grantee**.

WHEREAS, the County owns two adjacent parcels of real estate (collectively, the “Property”), being described as follows:

Parcel 12-57: All that certain tract or parcel of land designated as Tax Map Number 12-57 by Warren County, Virginia (“Parcel 12-57”), consisting of (i) the remaining residue of a tract or parcel of land containing 62 acres, more or less, situate about one mile North of Riverton, which 62 acre parcel is described by metes and bounds in a deed recorded in the Clerk’s Office of the Circuit Court of Warren County, Virginia (the “Clerk’s Office”), in Deed Book 44, page 312. LESS AND EXCEPT from such 62 acre parcel, 3.47 acres, more or less,

conveyed to Northern Virginia Power Company by deed dated May 4, 1948, recorded in the Clerk's Office in Deed Book 70, page 338, and (ii) 3.3566 acres, more or less, as

shown on a plat of survey entitled "BOUNDARY LINE ADJUSTMENT BETWEEN TAX MAP 12 PARCEL 57 AND TAX MAP 12 PARCEL 57B1 NORTH RIVER MAGISTERIAL DISTRICT WARREN COUNTY, VA.", dated August 18, 2017, recorded in the Clerk's Office as Instrument No. 170004531, Slide 284-K; and further shown as "PIN 12-57" on a map entitled "EASEMENT EXHIBIT FOR: THE TOWN OF FRONT ROYAL PARALLEL WATERLINE FOR THE ROUTE 522 NORTH CORRIDOR", dated November 18, 2020, prepared by CHA Consulting, Inc. (the "Map"), which is attached hereto as Exhibit A.

Parcel 12-57 was acquired by the County by deed dated April 14, 2005, from Front Royal Country Club, formerly known as Recreational Center of Front Royal, a Virginia Non-Stock, not-for-profit Corporation, which deed is recorded in the Clerk's Office as Instrument No. 050003897; and

Parcel 12-53A: All that certain tract or parcel of land designated as Tax Map Number 12-53A by Warren County, Virginia ("Parcel 12-53A"), containing 5.963 acres, more or less, described by survey, with metes and bounds, as shown on a plat of survey entitled "PLAT SHOWING CONVEYANCE OF LAND TO WARREN COUNTY FROM WINCHESTER ROAD (E&A), LLC, NORTH RIVER MAGISTERIAL DISTRICT, WARREN COUNTY, VIRGINIA, made by Paul Swartz, Land Surveyor, dated May 2, 2007, which plat is recorded with a deed in the Clerk's Office as Instrument No. 070004853; and further being shown as "PIN 12-53A" on the Map. (Parcel 12-57 and Parcel 12-53A are collectively referred to herein as the "Property").

Parcel 12-53A was acquired by the County by deed dated May 18, 2007, from Winchester Road (E&A), LLC, a South Carolina limited liability company which deed is recorded in the Clerk's Office as Instrument No. 070004853.

WHEREAS, the Town desires to acquire easements from the County to install a new water main in connection with the Route 522 North Corridor project across the Property (the “Project”).

WHEREAS, in connection with the Project, the County wishes to convey to the Town permanent and temporary easements of varying widths over, across and under the Property.

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the Town to the County, receipt whereof is hereby acknowledged, the County grants and conveys unto the Town, its successors and assigns, the following easements (collectively, the “Easements”):

1. A permanent easement 20 feet in width over, across and under Parcel 12-53A, shown and described on the Map as “20’ PERMANENT EASEMENT” for the purpose of maintaining, repairing, inspecting, improving and operating water facilities.
2. A permanent easement 20 feet in width over, across and under Parcel 12-57, shown and described on Exhibit 1 of the Map as “20’ PERMANENT EASEMENT” for the purpose of maintaining, repairing, inspecting, improving and operating water facilities.
3. A temporary construction easement 10 feet in width across Parcel 12-53A, shown and described on Exhibit 2 of the Map as “10’ TEMPORARY EASEMENT” for the purpose of constructing and installing water facilities. This easement shall terminate and be of no effect twenty-four months from the date of recordation of this instrument.
4. Temporary construction easements across Parcel 12-57, shown and described on Exhibit 1 of the Map as “40 TEMPORARY EASEMENT”, and as “10’ TEMPORARY EASEMENT”, for the purpose of constructing and installing water facilities. This easement shall terminate and be of no effect twenty-four months from the date of recordation of this instrument.

The Easements are subject to the following conditions:

1. The Town shall assume all responsibility for repair, maintenance, reconstruction and replacement of all water facilities installed within the Easements.

2. The water facilities constructed shall remain the property of the Town. The Town shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations, additions to or extensions of its water facilities within the boundaries of the Easements as are consistent with the purpose expressed herein. All construction, maintenance, equipment and water facilities shall comply with all applicable laws, ordinances, codes, regulations and design standards.

3. Upon completion of any activity by the Town upon the Easements, the Town shall restore the Property as nearly as possible to its original condition as is practicable, at its own expense, including backfilling, and compaction of trenches, repaving, reseeding or resodding of lands, replacement of equipment and facilities of the County, removal of trash and debris, and removal of the Town's equipment, accessories or appurtenances not inconsistent with the construction, maintenance or operation of said water facilities or the exercise of any rights or privileges expressed herein, and will make a good faith effort to minimize any damage. The Town shall maintain the Easements and water facilities in such repair as not to endanger or otherwise limit the enjoyment or use of the Property, including ingress, egress or parking in, on and over driveways, roads, or parking lots.

4. That the Town may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said rights-of-way or Easements that may in any manner, in the Town's judgment, endanger or interfere with the proper and efficient operation of the water facilities therein or thereon and the Town shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the Easements herein granted for the aforesaid purpose.

5. That the Town will exercise reasonable care to protect the Property from damage or injury occasioned in the enjoyment of the Easements and rights herein granted, and to promptly repair the Property or reimburse the County for any property damaged beyond repair.

6. That if the Town does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall be removed from the Property, at the expense of the Town.

7. That the County shall have no right, title, interest, estate or claim whatsoever in or to any of the water facilities or other equipment and accessories installed by virtue hereof.

8. The County reserves the right to use the portion of the Property subject to the Easements in any way that does not interfere with the rights herein granted or with the Town's use of the Easements.

9. The permanent easements shall run with the land of the County, and shall be binding upon the successors and assigns of the County and the Town.

WITNESS the following signatures.

COUNTY OF WARREN, VIRGINIA, a
political subdivision of the Commonwealth
of Virginia

By: _____
Cheryl L. Cullers, Chairwoman

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Cheryl L. Cullers, Chairwoman of the Board of Supervisors of the County of Warren, Virginia, on behalf the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia, on behalf of the County.

My commission expires: _____
Notary Registration No.: _____

NOTARY PUBLIC

Pursuant to § 15.2-1803 of the Code of Virginia, as amended, the interest in real estate conveyed by this deed is accepted on behalf of the Town of Front Royal, Virginia, by the Town Manager, as authorized by the Town Council.

ACCEPTING on behalf of the Town of Front Royal, Virginia:

TOWN OF FRONT ROYAL, VIRGINIA, a
municipal corporation

By: _____
Steven Hicks, Town Manager

APPROVED AS TO FORM:

Douglas W. Napier, Esquire, Town Attorney

Town's Address:
102 E Main Street
Front Royal, Virginia 22630



DATE: November 20, 2020

TAX ID: 12-57, 53A - 701 COUNTRY CLUB RD

COUNTY OF WARREN VA (THE)
220 N COMMERCE AVE #100
FRONT ROYAL VA 22630

Dear Property Owner(s):

The Town of Front Royal (Town) needs to install several new water mains to improve water service in multiple areas of the Town as well as in the County, which includes the Route 522 Corridor north of Town. Currently, there is only one water main that provides Town water service to the Route 522 Corridor, which serves all of the commercial users, including the shopping centers and restaurants north of the bridges, and industrial users north of Town all the way beyond Fairgrounds Road. If the current water line should break, customers in the Route 522 Corridor would be without water. To prevent this from occurring, the Town will be constructing a second waterline across the Shenandoah River to the Corridor to increase reliability of the water supply in this area. Several additional waterlines are also being constructed within the Route 522 Corridor system to improve water quality and system reliability.

Locations and alignments for the proposed waterlines are currently being finalized. After a detailed engineering and design analysis, a section of one of the new waterlines is proposed to be located on your property. To accomplish construction with the least amount of disturbance, an easement, which is a permission by you in exchange for compensation to you by the Town, would be required for the waterline, which would be entirely underground and invisible, to be located on your property. The construction work would be confined to the area agreed to in the easement and all your property will be restored to like or better condition after construction. With a signed easement, you will still own your entire property.

Enclosed you will find copies of the following:

<i>Document Name</i>	<i>Purpose</i>
1. Easement Agreement with Exhibit	Legal Agreement for the easement
2. W-9 form	Required for tax purposes
3. Easement Purchase Invoice	Outlines payment instructions for your easement

Please sign the enclosed easement agreement in the presence of a notary public and return it to the Town of Front Royal using the enclosed envelope by December 16, 2020.

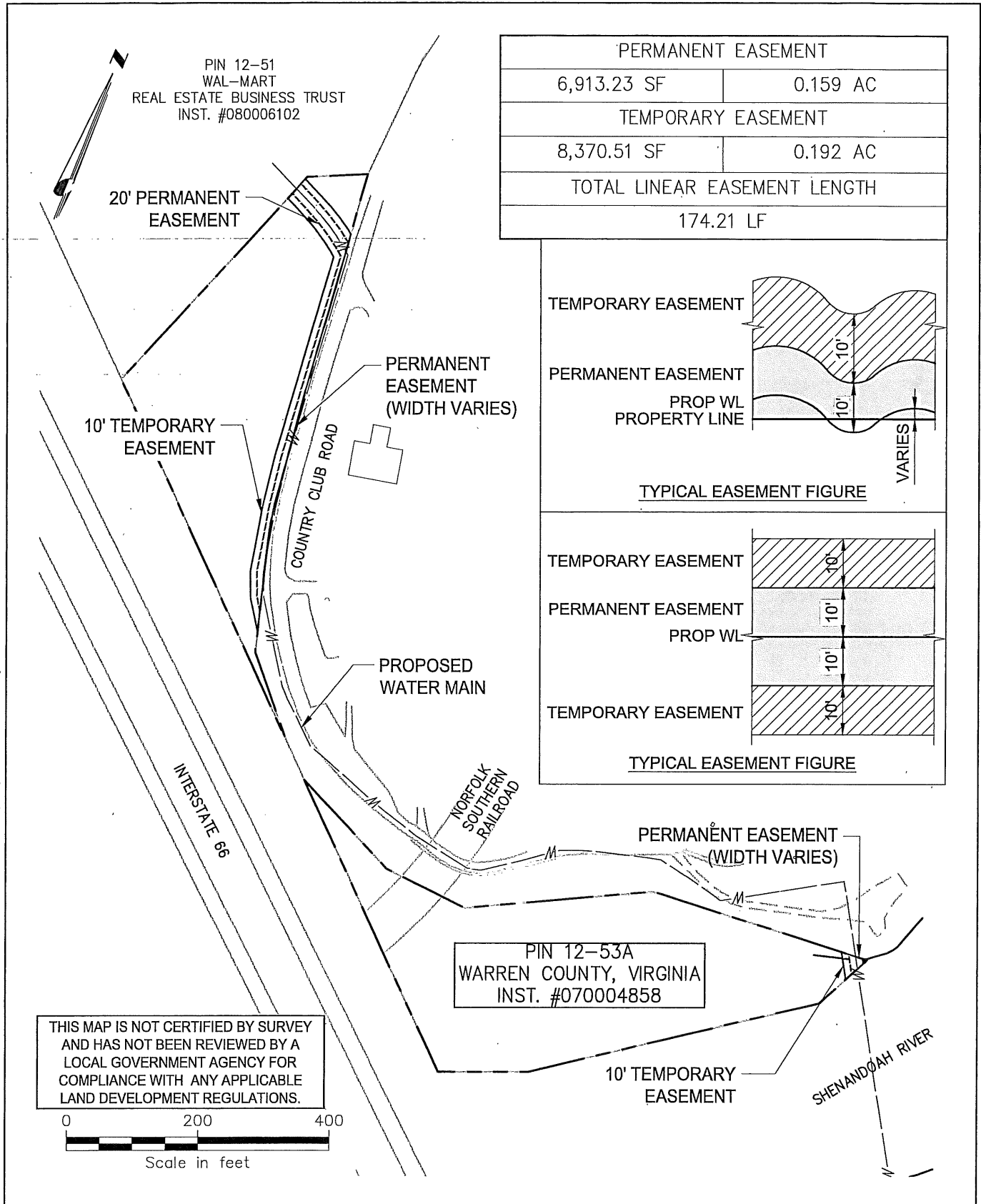


Please contact Lindsay Swain at CHA Consulting, Inc. if you have any questions about the easement. Lindsay can be contacted via email (LSwain@chacompanies.com) or by phone at 540-227-7262 (office).

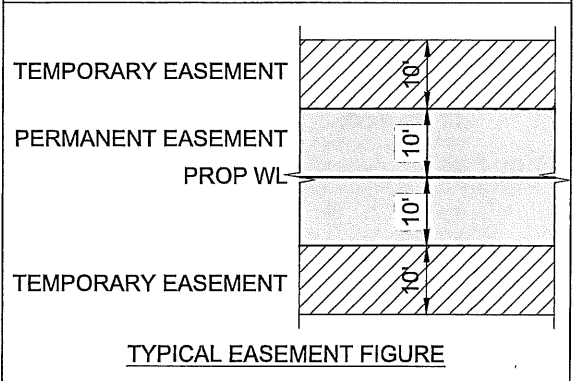
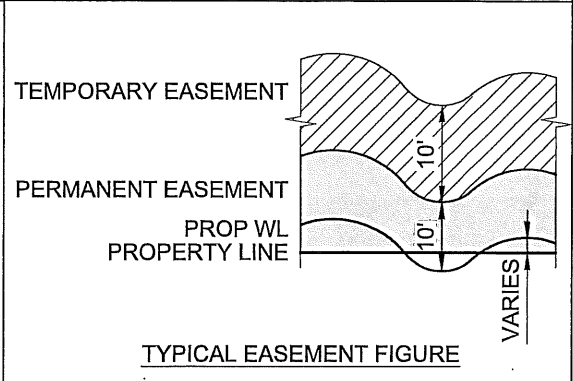
Thank you very much for your input and I look forward to talking with you.

Best Regards,

Lindsay Swain, P.E.
Southern US Water/Wastewater Manager
Project Manager
CHA ~ Responsibly Improving the World We Live In

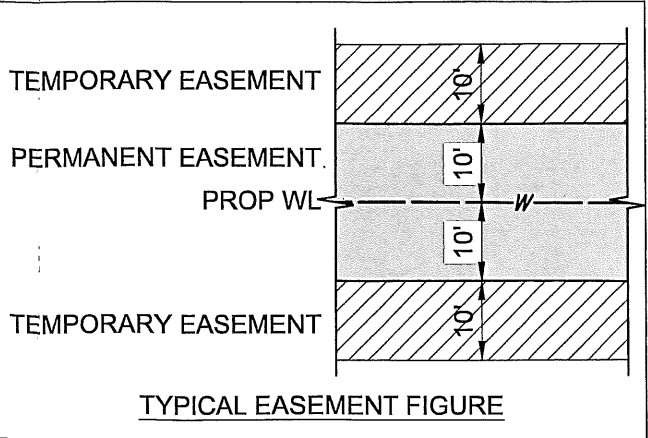
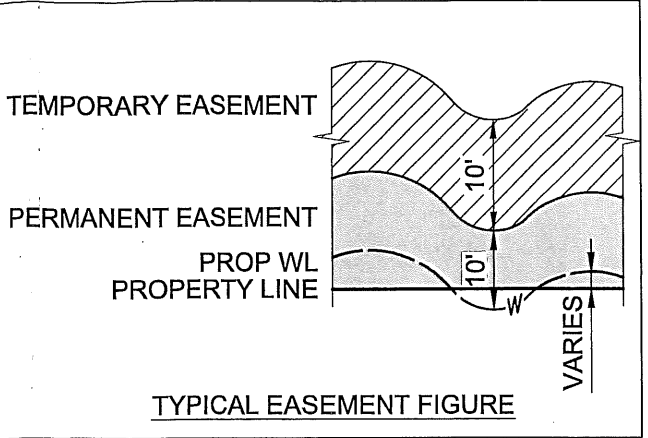
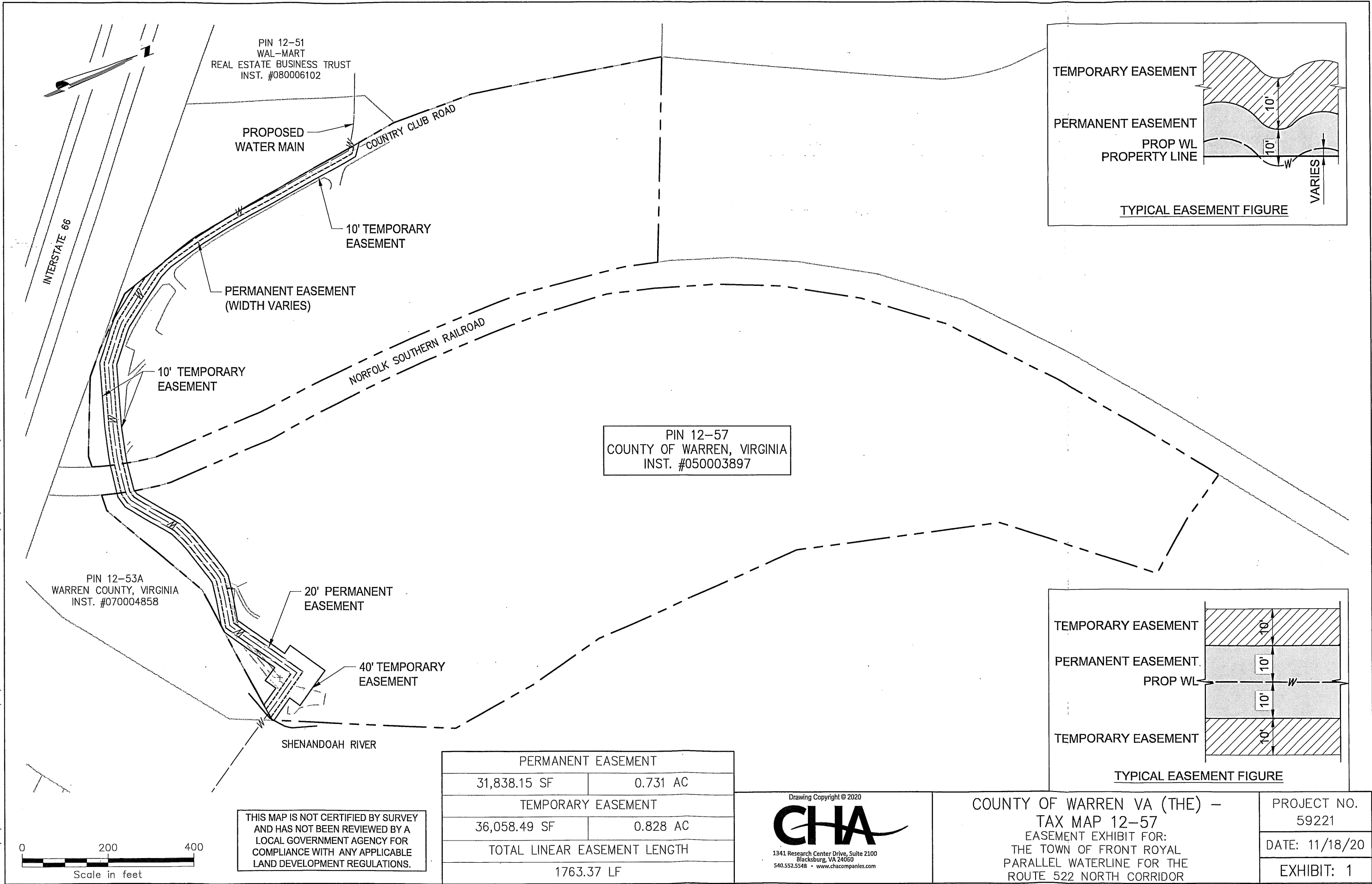


PERMANENT EASEMENT	
6,913.23 SF	0.159 AC
TEMPORARY EASEMENT	
8,370.51 SF	0.192 AC
TOTAL LINEAR EASEMENT LENGTH	
174.21 LF	



Drawing Copyright © 2020 CHA 1341 Research Center Drive, Suite 2100 Blacksburg, VA 24060 540.552.5548 • www.chacompanies.com	WARREN COUNTY VA – TAX MAP 12-53A		PROJECT NO. 59221
	EASEMENT EXHIBIT FOR: THE TOWN OF FRONT ROYAL PARALLEL WATERLINE FOR THE ROUTE 522 NORTH CORRIDOR		DATE: 11/18/20
			EXHIBIT: 2

File: V:\PROJECTS\ANY\K5\059221.000\CADD\FIGURES\EASEMENTS\59221 ESMT FIGURES_A.DWG
Saved: 11/18/2020 1:26:01 PM Plotted: 11/18/2020 1:37:22 PM Current User: Roby, Cynthia LastSavedBy: 7434



THIS MAP IS NOT CERTIFIED BY SURVEY
AND HAS NOT BEEN REVIEWED BY A
LOCAL GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE
LAND DEVELOPMENT REGULATIONS.

PERMANENT EASEMENT	
31,838.15 SF	0.731 AC
TEMPORARY EASEMENT	
36,058.49 SF	0.828 AC
TOTAL LINEAR EASEMENT LENGTH	
1763.37 LF	

Drawing Copyright © 2020
CHA
1341 Research Center Drive, Suite 2100
Blacksburg, VA 24060
540.552.5548 • www.chacompanies.com

COUNTY OF WARREN VA (THE) –
TAX MAP 12-57
EASEMENT EXHIBIT FOR:
THE TOWN OF FRONT ROYAL
PARALLEL WATERLINE FOR THE
ROUTE 522 NORTH CORRIDOR

PROJECT NO.
59221
DATE: 11/18/20
EXHIBIT: 1



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
2/16/2021	I - 5	Public Hearing An ordinance to vacate the existing 28 foot wide unimproved right-of-way and 14 foot wide unimproved right-of-way between tax map number 36A, lots 22, 32, and 33 in the Elias Herr lots in Limeton.	1 of 1

EXPLANATION & SUMMARY:

The Planning Department has received a request to vacate a 28 foot wide platted right-of-way and 14 foot wide platted right-of-way in the Elias Herr Lots in Limeton. The right-of-ways are located between tax map 36A, lots 8, 9, 22, 32, and 33. The right-of-ways are unimproved and are shown on the original plat of the lots recorded in deed book "R", page "527".

At this time, the owners of tax map 36A, lots 22, 32, and 33 have recently sold their properties to Mr. Zachary Anderson. The realtor involved in the sell has sent an email requesting this vacation as it was agreed upon between the two parties in their contract. There is an agreement between them for the installation of a new septic system, but in order to have room to place the septic system, they will need to vacate the alleyways shown on the attached plat from Preston Humphreys, surveyor.

There is no evidence of the right-of-ways on site; it is only shown on the plat recorded in the courthouse. The right-of-way vacation would not hinder current or future access to any lots.

Virginia Code Section 15.2-2272(2) gives the authority to the Board of Supervisors to vacate existing right-of-ways dedicated for public use after proper notice and after a public hearing. Any person aggrieved by such decision has thirty (30) days to appeal such decision.

Virginia Code Section 15.2-2274 states that fee simple title to the centerline of the right-of-way hereby vacated shall transfer and vest with the owners of the abutting properties.

We are working with the County Attorney's office on the proposed ordinance that vacates the right-of-way and this will be submitted to the Board prior to the public hearing.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the attached ordinance vacating the 28 foot platted right-of-way and 14 foot platted right-of-way as shown on the survey by Preston Humphreys dated December 8, 2020, located in the Elias Herr Lots in Limeton, pursuant to Section 15.2-2272 of the Code of Virginia.

-OR-

I move that the Board of Supervisors deny the attached ordinance vacating the 28 foot platted right-of-way and 14 foot platted right-of-way as shown on the survey by Preston Humphreys dated December 8, 2020, located in the Elias Herr Lots in Limeton.

SUBMITTED BY:	DISPOSITION OF COMMISSION:	PROCESSED BY:
Taryn Logan, TGL Planning Director	☐ APPROVED ☐ OTHER (Describe)	

Taryn Logan

From: Jennifer Avery <jenaveryrealtor@gmail.com>
Sent: Tuesday, January 26, 2021 2:41 PM
To: Taryn Logan; Pioneer Land Surveys PLC
Subject: Vacation of Alleyway 34 Maple Street

To whom it may concern,

We are requesting the ROW vacation at 34 Maple Street, Bentonville VA for the installation of a new septic system as agreed per contract between Rebecca Cooke (seller) and Zachary Anderson (purchaser).

Thanks,
Jen Avery

Jennifer Avery
BPOR, CNE, e-PRO, SRS, REALTOR®
CRUM REALTY, INC
540.662.0400 | 540.683.0790 |
318 S Loudoun St. Winchester VA 22601 [|jenaveryrealtor@gmail.com](mailto:jenaveryrealtor@gmail.com)

Jennifer Avery - Owner/Inspirationalist
Jenspiration, LLC

Total Control Panel

[Login](#)

To: tlogan@warrencountyva.net [Remove](#) this sender from my allow list
From: jenaveryrealtor@gmail.com

You received this message because the sender is on your allow list.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	900.00'	94.84'	94.80'	N 60°26'48" E	06°02'16"

AREA TABULATION

0.1187 AC. (ALLEYS)
0.1224 AC. (TM #36A-22)
0.1102 AC. (TM #36A-18)
+0.1102 AC. (TM #36A-19)
0.4615 AC. NEW TM #36A-19A

LEGEND

- O = IRON PIN FOUND
- U = UTILITY POLE
- ⊗ = EXISTING WELL
- = IRON REBAR SET

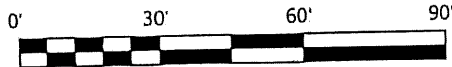


WARREN COUNTY APPROVAL

COUNTY ADMINISTRATOR
DATE: _____

REVIEWED AND CERTIFIED AS
EXEMPT FROM THE WARREN
COUNTY SUBDIVISION
ORDINANCE UNDER SECTION
155-3 (B) (1) (a), ALLOWING
BOUNDARY ADJUSTMENTS AND
MAY BE COMMITTED TO
RECORD.

PLANNING DIRECTOR
DATE: _____



**ALLEY VACATION & LOT CONSOLIDATION
ANDERSON PROPERTY,
INSTRUMENT #200009110,
SOUTH RIVER DISTRICT,
WARREN COUNTY, VIRGINIA**

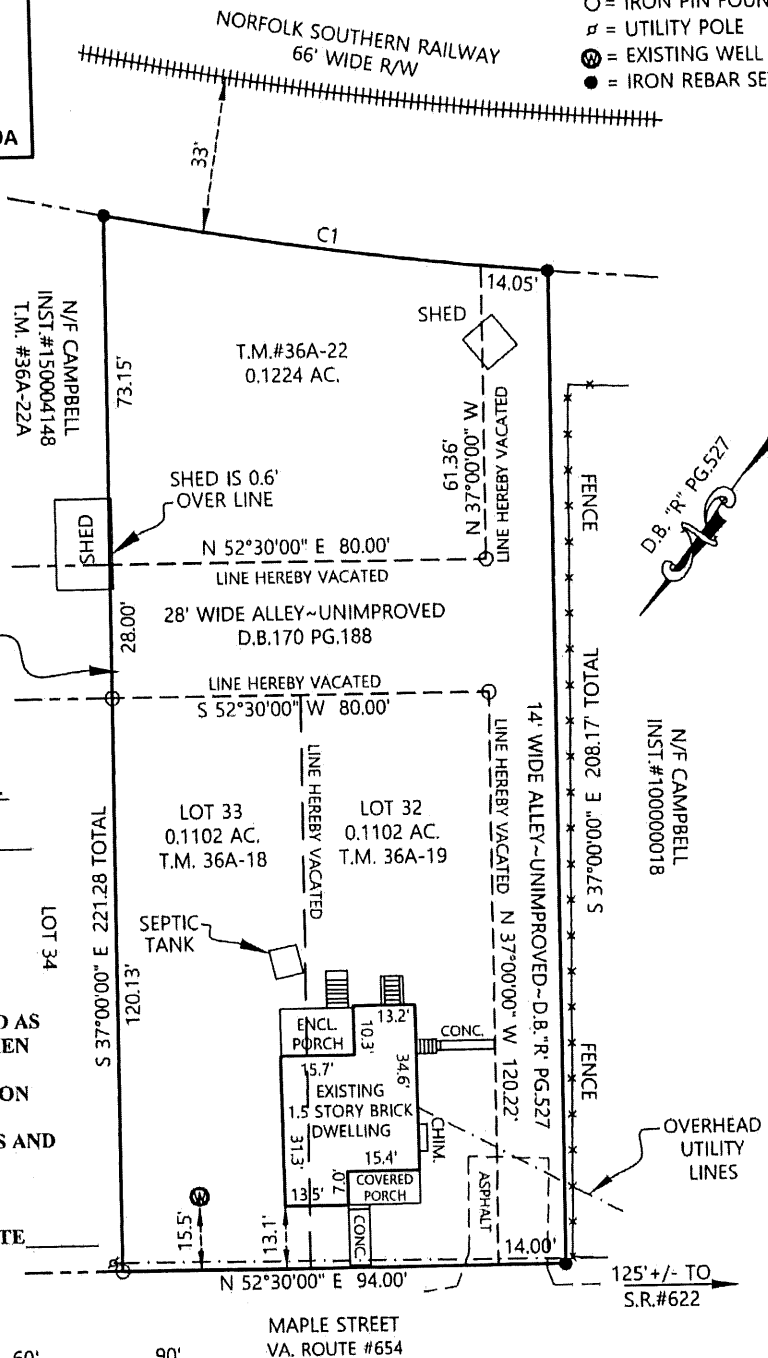
SCALE: 1" = 30'	DATE: DEC. 8, 2020	PREPARED BY: PIONEER LAND SURVEYS PLC P.O. BOX 1012, FRONT ROYAL, VA 22630 PH 540-631-0700
JOB: W20-98	PAPER SIZE: 8.5" X 14"	

DRAWING FILE: 34 Maple St Alley vacation.dwg

SHEET:
1 OF 1

NOTES:

- CURRENT OWNER: ZACHARY MATTHEW ANDERSON AS SHOWN AT INSTRUMENT #200009110 AMONG THE LAND RECORDS OF THE WARREN COUNTY CLERKS OFFICE.
- THE LAND BOUNDARY SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY.
- THIS PROPERTY IS SUBJECT TO ANY ADDITIONAL EASEMENTS THAT MAY NOT BE SHOWN HEREON.
- ZONED: VILLAGE RESIDENTIAL
- PROPERTY ADDRESS: 34 MAPLE STREET, BENTONVILLE, VA 22610
- NEW TOTAL AREA = 0.4615 AC.



Trimeter.

DB R p. 527

69	80	62	64
40x120	89	40x120	63
40x120	78	40x120	62
40x120	77	40x120	61
40x120	76	40x120	60
40x120	75	40x120	59
40x120	74	40x120	58
40x120	73	40x120	57
40x120	72	40x120	56
40x120	71	40x120	55
40x120	70	40x120	54
40x120	69	40x120	53
40x120	68	40x120	52
40x120	67	40x120	51
40x120	66	40x120	50
40x120	65	40x120	49

48
47
46
45
44
43
42
41
40
39
38
37
36
35
34
33
32

— ALLEY VACATION

— LOTS

15	14	13	12	11	10
Church					
14					

9	8
110x130	

#22

7	6	5	4	3	2
---	---	---	---	---	---

16
17
18
19
20
21

S. W. St.



Curaway Turnpike

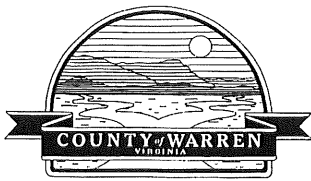
Main St.

Main St. Crossing

Bally

No 1

Shed



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
February 16, 2021	J	Resolution to Set Percentage of Tax Relief for Personal Property (Motor Vehicles) for 2021 Tax Year	

EXPLANATION & SUMMARY:

Pursuant to Section 160-109 of the Warren County Code, adopted in compliance with the State Appropriations Act, it is necessary for the Board of Supervisors annually to set the percentage of personal property tax relief for motor vehicle owners within the County. This is part of the "no Car Tax" legislation adopted by the General Assembly years ago. The legislature has established a cap on the reimbursements it makes to localities, and has required each locality to set this percentage as a means of providing for the reimbursement to the locality for the reduction in this tax.

Commissioner of the Revenue Sherry T. Sours has calculated that the rate for the 2021 tax year should be 35% (see attached memorandum).

The attached proposed Resolution would set the percentage for the 2021 tax year in nearly identical language to the similar resolution adopted in previous years.

COST & FINANCING: N/A

CONSENT AGENDA MOTION:

1) I move that the Board of Supervisors approve and adopt the attached Resolution to Set a Percentage of Tax Relief for the 2021 Tax Year at a Level of 35% that is Anticipated to Exhaust Personal Property Tax Relief Funds Provided to Warren County by the Commonwealth of Virginia as Authorized by Warren County Code Section 160-109.

ALTERNATIVE MOTIONS:

1) I move that the Board of Supervisors not approve and adopt the attached Resolution to Set a Percentage of Tax Relief for the 2021 Tax Year at a Level of 35% that is Anticipated to Exhaust Personal Property Tax Relief Funds Provided to Warren County by the Commonwealth of Virginia as Authorized by Warren County Code Section 160-109.

OR

2) I move that the Board of Supervisors postpone this item until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Ed Daley, Interim County Administrator		

Commonwealth of Virginia
County of Warren
Sherry T. Sours, Commissioner of the Revenue
PO Box 1775; Front Royal, VA 22630-0038
Phone: 540-635-2651
Fax: 540-636-8280
ssours@warrencountyva.net

MEMORANDUM

TO: County Administrator
Finance Department

FROM: Sherry T. Sours, Commissioner of the Revenue *ots*

DATE: February 9, 2021

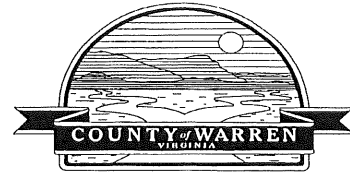
RE: Tax Relief for Qualifying Motor Vehicle

In reference to Warren County Code Section 160-109 {Adopted April 18, 2006} –
Tax Relief for qualifying motor vehicles for Personal Property taxes.

{C} The percentages shall be established annually as part of the adopted budget for the County.

Based on the trend line projection {February 9, 2021} for the tax year 2021, the percentage comes to 35.21% or 35%. {Previous years are as follows: {2020-36%, 2019-39%, 2018-41%, 2017-41%, 2016- 43%, 2015-44%, 2014-45%, 2013-46%, 2012-47%, 2011-51%, 2010-47%, 2009-52%, 2008-57%}. This report is produced from the Bright and Associates software on the Commissioners side.

RESOLUTION



of the Board of Supervisors of Warren County to Set a Percentage of Tax Relief for the 2021 Tax Year at a Level that is Anticipated to Exhaust Personal Property Tax Relief Funds Provided to Warren County by the Commonwealth of Virginia as Authorized by Warren County Code Section 160-109

WHEREAS, the Personal Property Tax Relief Act of 1998, Va. Code 58.1-3523 et seq. ("PPTRA"), has been substantially modified by the enactment of Chapter 1 of the Acts of Assembly, 2004 Special Session I (Senate Bill 5005), and the provisions of Item 503 of Chapter 951 of the 2005 Acts of Assembly (the 2005 revisions to the 2004-06 Appropriations Act, hereinafter cited as the "2005 Appropriations Act"); and

WHEREAS, these legislative enactments require the County of Warren to take affirmative steps to implement these changes, and to provide for the computation and allocation of relief provided pursuant to the Personal Property Tax Relief Act as revised; and

WHEREAS, these legislative enactments provide for the annual appropriation of the County of Warren, of a fixed sum to be used exclusively for the provision of tax relief to owners of qualifying personal use vehicles that are subject to the personal property tax on such vehicles, which the County of Warren has authorized to be accomplished by resolution of the Board of Supervisors of Warren County by the enactment of Warren County Code Section 160-109 on April 18, 2006.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that qualifying vehicles obtaining situs within the County of Warren during tax year 2021 shall receive personal property tax relief in the following manner:

Personal use vehicles valued at \$1,000 or less will be eligible for 100% tax relief;

Personal use vehicles valued at \$1,001 to \$20,000 will be eligible for 35% tax relief;

Personal use vehicles valued at \$20,001 or more shall only receive 35% tax relief on the first \$20,000 of value; and

All other vehicles which do not meet the definition of "qualifying" (business use vehicles, farm use vehicles, motor homes, etc.) will not be eligible for any form of tax relief under this program.

In accordance with said Item 503. D. 1, the entitlement to personal property tax relief for qualifying vehicles for tax year 2005 and all prior tax years shall expire on September 1, 2006. Supplemental assessments for tax years 2005 and prior that are made on or after September 1, 2006, unless determined to be of no fault of the taxpayer, shall be deemed 'non-qualifying' for purposes of state tax relief, and the local share due from the taxpayer shall represent 100% of the tax assessable.

Adopted: February 16, 2021

Cheryl L. Cullers, Chair
Warren County Board of Supervisors

Attest:

Edwin C. Daley, Interim Clerk
Warren County Board of Supervisors

Motion to be Made Going into Closed Meeting

I move the Board enter into a closed meeting under the provisions of Section 2.2-3711(A)(1) of the Virginia Freedom of Information Act for the discussion or consideration of the assignment, appointment, promotion, performance, demotion, salaries, and resignation of a specific public officer of the public body; I further move that discussion be limited to the Economic Development Authority Board of Directors and the Warren County Parks and Recreation Commission.

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Motion to be Made Coming out of Closed Meeting

I move that the Board certifies to the best of each member's knowledge only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711(A)(1) of the Virginia Freedom of Information Act and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.