

Board of Supervisors

Paul V. Milde, III, Chairman
Meg Bohmke, Vice Chairman
Jack R. Cavalier
Wendy E. Maurer
Laura A. Sellers
Gary F. Snellings
Robert "Bob" Thomas, Jr.

Thomas C. Foley
County Administrator

Infrastructure Committee Meeting AGENDA

September 5, 2017 - 1:00 pm
Conference Room A/B/C, Second Floor

Committee Members: Chairman Meg Bohmke, Jack Cavalier and Paul Milde

Agenda Item	
1.	Transportation Updates <ul style="list-style-type: none">a. Update by VDOT on FredEXb. Transportation Funding Challenges and Opportunitiesc. DC2RVA Rail lined. Belmont Ferry Farm Trail Agreement with the National Park Service
2.	Utilities Update <ul style="list-style-type: none">a. DEQ Consent Orderb. Proposed Master Plan Changesc. Discussion of Approved Truslow Road Sewer Project
3.	Update on RFP for Broadband Services
	Next IC meeting is scheduled for October 3, 2017

INFRA09052017agenda



VDOT Update on the Extension of the Hotlanes
(FredEx)

Verbal update and any materials will be provided at the meeting.

Transportation Funding Challenges and Opportunities

The planned funding for our Transportation Capital Improvement Program (CIP) projects has encountered some obstacles over the past few months. Today's discussion will address each of these issues and staffs' recommendations to resolve the challenges.

Challenges and Staff Recommendations

Brooke Road

1. Challenge

- The project was advertised for construction with bid opening on July 6, 2017. The low bid was over \$1.5 million over the engineer's estimate for construction.
- Staff spoke to the contractors that provided a bid and inquired why the costs were so high, and they provided the following information:
 - The timing of the bid – many other road projects are underway; leaving little time or interest for this project
 - The current VDOT restrictions on lane closures (between 9 am and 3 pm only) caused a large price increase as this will substantially hamper efforts.

2. Recommendation

- Staff is working with VDOT to extend the time for lane closures. This should reduce the bid amounts. We could request a complete road closure similar to what VDOT did during the road improvements several years ago, depending on the Board's pleasure.
- The project will be rebid this winter with the hope of reducing cost; however, staff recommends preparing for increased cost by allocating additional funds as shown below:
 - Transfer available impact fees (which would have gone to Berea Church Road). We currently have \$193,703 collected and expect an additional \$431,856 from the Celebrate VA apartments for a total of \$625,559.
 - \$275,900 has been collected from proffers associated with the Aquia Town Center. These funds could be budgeted and appropriated for this project.
 - The total amount of \$901,459 can be matched with a new Revenue Sharing request for additional funding of \$1.8 million. This would allow us to move forward with the full project and have funding available for contingencies.
- Another option considered was to break the project into phases to meet current funding. This would allow for the project to move forward with the current bid, but only complete half of the project with a second phase in the future. This would raise the overall cost of the complete project by approximately \$1 m.

Courthouse/Route 1 Intersection

1. Challenge

- The funding for this project includes \$1.8 million in proffers from the new Abberly apartments (\$6,499 in monetary contributions for each dwelling unit).
- The developer has requested a credit against the monetary proffers for construction of South Campus Boulevard. The cost of this off-site transportation project was greater than

the monetary proffers; therefore, the credit will negate all transportation proffers to be paid, leaving the project funding \$1.8 million short.

- Proffer excerpt:
The Applicant shall be entitled to a credit against the above-proffered monetary contributions for the off-site improvements described in preceding proffered conditions including, but not limited to... South Campus Blvd.,...
- The original rezoning by Potomac Church LLC included the entire development; which included a requirement to build the roads associated, but did not include monetary contributions.
- The 2013 (and subsequent 2015) rezoning by HHHunt was specific to the 22.7 acres shown on the attached graphic. All of the road improvements outside of that parcel are considered off-site.

2. Recommendation

- Due to the off-site proffer credits which decreased the expected transportation funding for this project, an additional \$1.8 million needs to be identified to fully fund this Smartscale project.
- Although the Courthouse/Rt 1 intersection project is not an impact fee project; some funding collected under this program can be used.
- The Truslow Road project, which is an Impact fee project as identified in the Road Improvements Plan and Impact Fees Study, was completed using Transportation funds. The Impact Fee ordinance allows for a payback of the appropriate funds from Impact fee collection to the transportation fund.
- Future impact fees can be transferred to the Transportation Fund for this project
- Currently the future impact fees are slated to be used on Enon Road, if it is approved as a Smartscale project; however, staff recommends moving \$900,000 to this project and requesting a revenue sharing match to cover the funding gap.

Berea Church Road

1. Challenge

- The current CIP includes a little over \$1 million as impact fee funding.
- This project was not included as one of the impact fee projects in the 2013 impact fee report used to establish the impact fee ordinance; therefore, impact fee funds cannot be used on this project
- An updated project estimate increased the cost by \$920,000. When added to the impact fee issue this project has a deficit of nearly \$2 million.

2. Recommendation

- The removal of impact fees and an updated estimate leaves a funding gap for this project
- Staff recommends budgeting and appropriating additional proffers from Celebrate VA (\$785,456) to be used on this project which will pay for the bike/pedestrian accommodations. Stafford committed constructing those facilities separate, but parallel to Rt 17 instead of having them on 17 where they would have interfered with a number of business properties.

- Staff also recommends increasing the amount of Service District funding (\$705,609) and Revenue Sharing funds (\$549,212) as shown below:

	Previous Funding	Future Funding
Warrenton SD (217)	\$ 1,109,966.00	\$ 1,815,575.00
Impact Fees	\$ 1,032,921.00	\$ -
Proffers (Previously Allocated)	\$ 302,147.00	\$ 302,147.00
Proffers (to be Allocated)	\$ -	\$ 785,456.00
Revenue Sharing (Previously Awarded)	\$ 2,353,966.00	\$ 2,353,966.00
Revenue Sharing (Future Request)	\$ 93,068.00	\$ 549,212.00
Project Cost:	\$ 4,892,068.00	\$ 5,806,356.00

Other Updates

Garrisonville Road

- The right of way costs have exceeded the estimated costs included in the PPTA agreement
- Staff has communicated with Branch Civil that they will be expected to cover a portion of the cost over the contingency amount as outlined in the agreement (20% over contingency available on both PPTA projects)
- Staff recommends requesting additional revenue sharing funds to cover a portion of the gap
- There are Service District funds available to cover the County portion of the revenue sharing request
- Current right of way expenditures are approximately \$1 million over the agreement contingency.
- The County is still in negotiations with 8 property owners and estimates an additional \$1 million will be required to close those negotiations

TAP Funding for Courthouse Streetscape

- In 2013 the County was awarded \$500,000 in TAP funding for the Courthouse Streetscape.
- Those funds have not been expended and have now been replaced with the Smartscale project.
- VDOT has informed us that those funds will be deallocated if they are not used for construction by October
- We are working with VDOT to see if we can transfer those and any other funds still on the Streetscape project to the Belmont Ferry Farm project.

Recommendations for Future Funding Requests

TAP Funding Request for future projects

- Staff has reviewed our sidewalk priority list and recommends a new sidewalk project along Flatford Road that would connect an existing sidewalk along Parkway Boulevard to an existing sidewalk along Walpole Street.
- The project is expected to cost \$300,000 and run 1,400 feet in length
- The County would be required to provide a 20% match for this funding which would equal \$60,000
- County match for this project is available in the Garrisonville Road Service District

Enon Road

- The Board approved transferring RSTP and CMAQ funds to Enon Road in an attempt to make this project rank higher in the last SmartScale evaluations.
- Although the funding may have helped the ranking, it was transferred too late to be considered.
- Staff recommends leaving the funding in place and requesting this project in the next round of applications with the following funding request
 - CMAQ – FY2021 \$819,150; FY2022 \$950,000
 - RSTP – FY2020 \$793,321; FY2021 \$337,529; FY2022 \$605,671
 - Future Impact Fees - \$1.5 million
 - SmartScale request - \$5 million

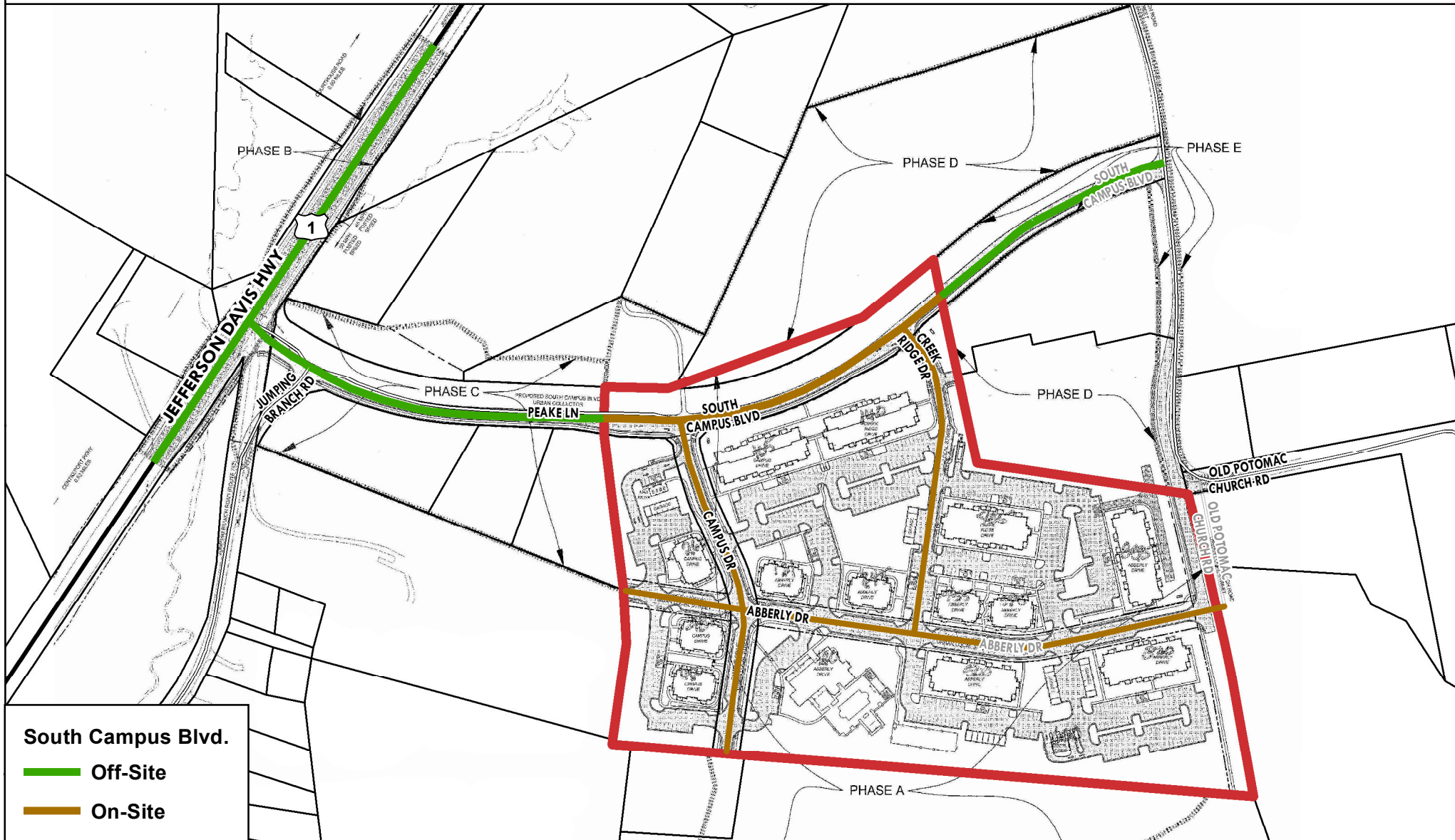
Revenue Sharing Request Review

- Brooke Road - \$900,000
- Courthouse/Rt 1 Intersection - \$900,000
- Berea Church Rd - \$550,000
- Garrisonville Road - \$1,000,000



South Campus Blvd. Credits

Produced by the Stafford County GIS Office
540-658-4033 | www.StaffordCountyGIS.org



Coordinate System: NAD 1983 HARN StatePlane Virginia North FIPS 4501 Feet

Produced: 8/29/2017

MXD Path: \\srv16\gisdata\users\gis\EB\Planning\Transportation\Abberly_SouthCampus.mxd

Data layers are compiled from various sources and are not to be construed or used as a "legal description." Data layers are believed to be accurate, but accuracy is not guaranteed.

0 125 250 500 750 1,000 Feet





Stafford County Proposed Flatford Road Sidewalk Project

Produced by the Stafford County GIS Office
540-658-4033 | www.StaffordCountyGIS.org



Coordinate System: NAD 1983 HARN StatePlane Virginia North FIPS 4501 Feet

Produced: 8/30/2017

MXD Path: \\sr16\gisdata\users\gis\EB\Planning\Transportation\FlatfordSidewalk.mxd

Data layers are compiled from various sources and are not to be construed or used as a "legal description." Data layers are believed to be accurate, but accuracy is not guaranteed.

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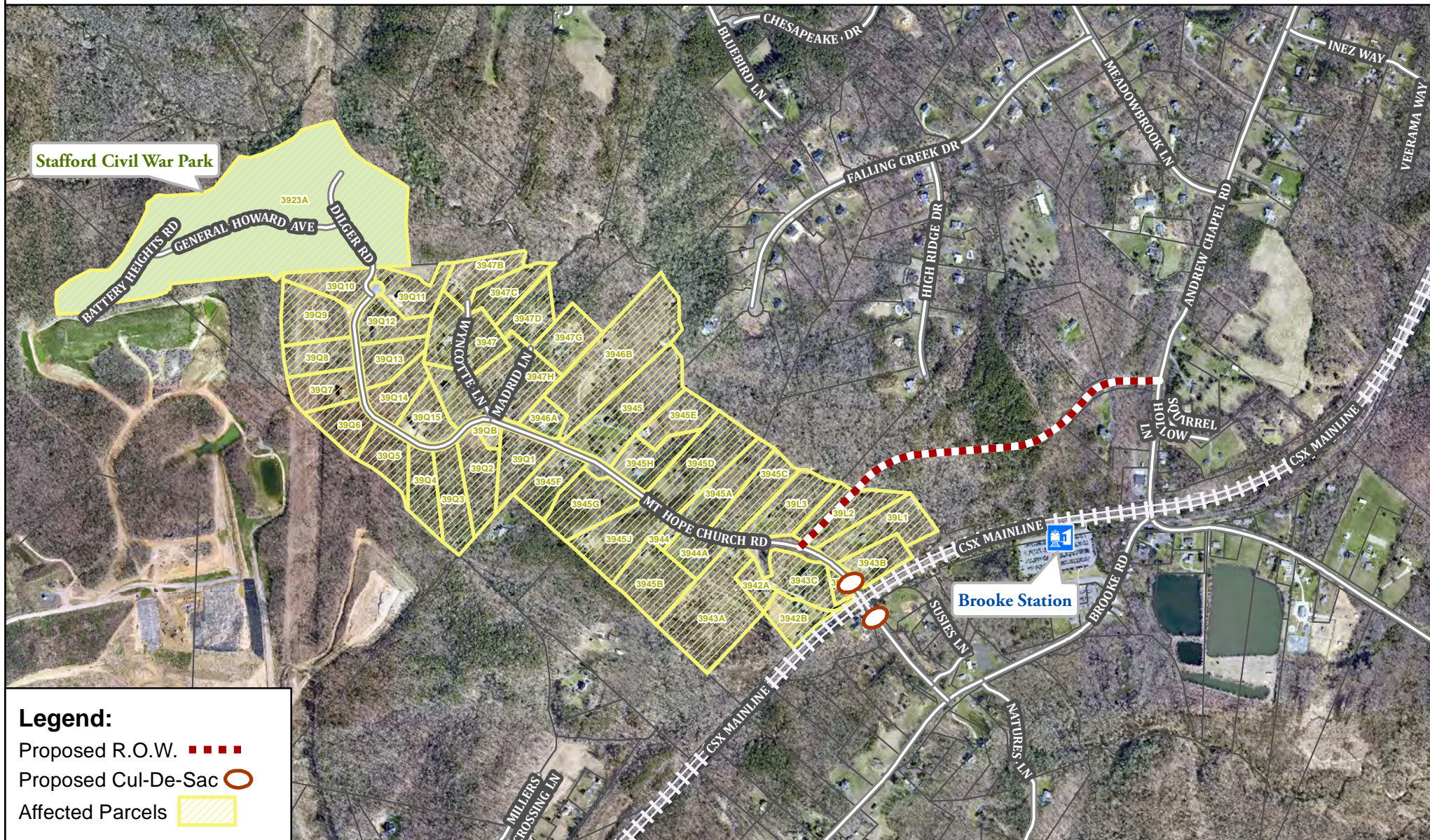
Update Regarding the DC2RVA Project

- In August, DRPT gave a presentation to the FAMPO Policy Committee updating them on the status of the on-going DC2RVA project. DRPT also met with County staff in late July to discuss proposed project improvements within Stafford County.
- All improvements in the Fredericksburg/Stafford area will be done in the existing right of way. They may need to make some adjustments at road crossings and bridges, but all will be in the existing right of way for the new rail line.
- One proposed improvement that drew staff's attention was DRPT's proposal to cul-de-sac Mount Hope Church Road and construct a new road that would start from Mount Hope Church Road on the west/north side of the existing railroad and end at Andrew Chapel Road where Union Camp Drive (private road) intersects Andrew Chapel Road.
- The proposed new road is dependent upon VRE's decision on where they will be constructing their approved and fully funded second platform at the Brooke Road VRE station (design details have not be finalized to date).
- DRPT has announced that their Draft Environmental Impact Statement (DEIS) is to be released to the public in early to mid-September and this will initiate a 60-day public comment period of which this proposed improvement will be included/shown in this report.
- DRPT plans to have public hearings in early to mid-October, which is about halfway through the public comment period.
- In the meantime, DRPT is coordinating a meeting with VRE, VDOT and County staff to discuss the proposed improvements at the Brooke Road VRE Station which affects the proposed, new road.
- Staff has provided maps showing the proposed route of this road and the properties potentially impacted, either by changing access or by property take. This includes the County's Civil War Park.



DC 2 RVA Rail Track Improvement Parcels with Altered Access

Produced by the Stafford County GIS Office
540-658-4033 | www.StaffordCountyGIS.org



0 0.125 0.25 0.5 Miles





DC 2 RVA Rail Track Improvement Potential Property Takes

Produced by the Stafford County GIS Office
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BOARD OF SUPERVISORS Agenda Item

Meeting Date:	September 5, 2017
Title:	Authorize the County Administrator to Execute an Agreement with the National Park Service for the Construction, Operation and Maintenance of the Belmont-Ferry Farm Trail, Phase 4
Department:	County Administration
Staff Contact:	Keith Dayton, Project Manager
Board Committee/ Other BACC:	Infrastructure
Staff Recommendation:	Approval
Fiscal Impact:	N/A
Time Sensitivity:	See Background Report

ATTACHMENTS:

1.	Background Report	3.	Proposed Agreement
2.	Proposed Resolution R17-235		

X	Consent Agenda		Other Business		Unfinished Business
	Discussion		Presentation		Work Session
	New Business		Public Hearing		Add-On

REVIEW:

X	County Administrator	Thomas C. Foley
X	County Attorney (legal review only)	Rupheda H. McClinton for GLD
X	Parks, Recreation and Community Facilities	Michael Morris

DISTRICTS:	George Washington
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BACKGROUND REPORT

The Board has identified the completion of a trail to connect Gari Melchers Home and Studio at Belmont with the George Washington boyhood home at Ferry Farm as a priority. When completed, the Belmont-Ferry Farm Trail (Trail) will connect not only these historical assets, but also allow pedestrian and bicycle access to multiple parks, Chatham Manor, Massad Family YMCA, and the City of Fredericksburg. Four of the six segments of the Trail are now complete (Phases 1, 2, 3 & 5), with Phase 4 nearing the construction stage. Phase 4 will connect at the current Trail terminus in the John Lee Pratt Park, crossing River Road, and then extending to the Chatham Bridge.

The total length of Phase 4 is approximately 2,650 feet long, with 1,600 feet planned for construction on the federally owned Chatham Manor. Chatham Manor is included within the Fredericksburg and Spotsylvania National Military Park, one of the parks administered by the National Park Service (NPS).

The NPS has determined that a Partner Design, Construction and Operation & Maintenance Agreement (Agreement), included as Attachment 3, is the appropriate document to allow the County to proceed with construction and operation of Phase 4 of the Trail on NPS property.

The Agreement between the County and the NPS describes in detail the alignment, construction methods, cost, funding, and appearance of the Trail on NPS property, and identifies the responsibilities of the parties to the Agreement. Furthermore, the Agreement specifies that the County will be responsible for design, construction, operation and maintenance of the Trail on NPS property, although the section of the Trail on NPS property will be owned by the NPS. The NPS will receive no compensation for permitting the County to construct and operate the Trail on NPS property.

Phase 4 of the Trail is partially funded by a grant from the federal Transportation Alternatives Program. This grant requires the County to fund 20% of the cost of the project. The construction cost is estimated at \$725,000, including a 10% contingency. The County has budgeted \$145,000 in the Transportation Fund for its share of the cost.

Staff recommends approval of proposed Resolution R17-235, which authorizes the County Administrator to execute a Partner Design, Construction and Operation & Maintenance Agreement with the National Park Service to allow construction, operation and maintenance of a portion of the Belmont-Ferry Farm Trail on the National Park Service's property.

PROPOSED

BOARD OF SUPERVISORS
COUNTY OF STAFFORD
STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, George L. Gordon, Jr., Government Center, Stafford, Virginia, on the 5th day of September, 2017:

MEMBERS:

Paul V. Milde, III, Chairman
Meg Bohmke, Vice Chairman
Jack R. Cavalier
Wendy E. Maurer
Laura A. Sellers
Gary F. Snellings
Robert "Bob" Thomas, Jr.

VOTE:

On motion of , seconded by , which carried by a vote of to , the following was adopted:

AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE NATIONAL PARK SERVICE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF THE BELMONT-FERRY FARM TRAIL, PHASE 4

WHEREAS, the Board identified the completion of the Belmont-Ferry Farm Trail (Trail) as a priority to link important cultural and recreational resources located in the southern area of Stafford County; and

WHEREAS, the Board desires to construct Phase 4 of the Trail across a portion of the Chatham Manor property (Tax Map Parcel No. 54F-31-5), administered by the Fredericksburg and Spotsylvania National Military Park, and owned by the National Park Service (NPS); and

WHEREAS, the NPS has determined that execution of a Partner Design, Construction and Operation & Maintenance Agreement (Agreement) between the County and the NPS is appropriate to allow the County to proceed with the construction and operation of Phase 4 of the Trail; and

WHEREAS, the Agreement defines the ownership and characteristics of the Trail on NPS property, and the responsibilities of both parties relative to the construction, operation and maintenance of the Trail where it crosses NPS property;

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 5th day of September, 2017, that the County Administrator be and he hereby is authorized to execute a Partner Design, Construction and Operation and Maintenance Agreement with the National Park Service related to the construction, operation, and maintenance of the portion of the Belmont-Ferry Farm Trail to be constructed on Tax Map Parcel No. 54F-31-5 owned by the National Park Service.

TCF:KCD

Agreement Number _____

**PARTNER DESIGN, CONSTRUCTION and
OPERATION & MAINTENANCE AGREEMENT**

Between the

**UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

and

COUNTY OF STAFFORD, VIRGINIA

For

**PHASE 4 OF THE BELMONT TO FERRY FARM TRAIL, A PORTION OF THE
POTOMAC HERITAGE NATIONAL SCENIC TRAIL**

This Partner Design, Construction and Operation & Maintenance Agreement (Agreement) is hereby entered into and between the National Park Service (NPS), an agency of the United States Department of the Interior (United States), and County of Stafford, Virginia (Partner). The purpose of this Agreement is to set out the terms and conditions under which the Partner will design, construct, and maintain, for the public's use, 1,600 feet of the 2,650 foot segment of Phase 4 of the Belmont to Ferry Farm Trail (Project).

Throughout this Agreement, the NPS and the Partner may be referred to jointly as "the parties."

In consideration of, and in reliance on, the Partner's offer to complete, donate, and maintain the Project to the satisfaction of the United States, the NPS will not seek Federal appropriations for the Project but will use existing appropriated funds to work with the Partner to implement the Project. It is the intent of both parties to be legally bound by this Agreement.

ARTICLE I. BACKGROUND

The County of Stafford (Partner) located at 1300 Courthouse Road, Stafford, Virginia 22555, is a local government actively engaged in the completion of the 21,450' segment of the Potomac Heritage National Scenic Trail (PHNST), known locally as the Belmont to Ferry Farm Trail.

The NPS and the Partner recognize the important historical and recreational locations in the vicinity of the Chatham Manor property administered by the Fredericksburg and Spotsylvania National Military Park. These locations include the George Washington Boyhood Home at Ferry Farm, Gari Melcher Belmont House, Historic Port of Falmouth Park, River Road Park, John Lee Pratt Memorial Park, St. Clair Brooks Memorial Park, the Young Men's Christian Association facility in Stafford, and historic Downtown Fredericksburg. These locations are proposed to be

connected by a portion of the PHNST, of which the Project is a part. Completion of the PNHT is a priority of the NPS, as exemplified by the 2013 Memorandum of Understanding executed by and between the NPS, Virginia Department of Transportation, Virginia Department of Historic Resources, Virginia Department of Conservation and Recreation, and the Virginia Tourism Corporation. Furthermore, the Department of the Interior has reviewed the plans for construction of Phase 4 of the Trail and issued a Finding of No significant Impact dated June 26, 2015, stating that the “NPS will cooperate with Stafford County to allow construction of the trail across the Chatham Manor property.”

The Partner is administering the design, construction, operation, and maintenance of the 21,450’ trail extending from the Gari Melcher Belmont House to the George Washington Boyhood Home at Ferry Farm, thereby allowing residents and visitors to this area to access all of these historical and recreational amenities by foot and bicycle. Phase 4 of the Trail consists of a 2,650’ segment, 10’ wide, of which approximately 1,600 feet extends across Parcel 54F 31 5, which is administered by the Fredericksburg and Spotsylvania National Military Park. Phase 4 will connect the terminus of Phase 2 of the Trail in John Lee Pratt Memorial Park, with Phase 6 currently under design and beginning at the south side of the Chatham Bridge. Phase 4 and Phase 6 are the two remaining uncompleted segments of the Trail.

Previous alignment studies and coordination with NPS confirm that there is no other practical or desirable route to connect the various historical and recreational facilities along this route. NPS and the Partner coordinated the alignment and design characteristics for the route across Fredericksburg and Spotsylvania National Military Park property, with numerous changes made to the design for the Trail based upon the input provided by the Park Superintendent. Following this coordination, the Partner accepts the design, construction, operation, and maintenance stipulations as noted below:

1. The National Park Service and the Fredericksburg and Spotsylvania National Military Park will permit the construction, operation, and maintenance of approximately 1,600 lineal feet of 10 foot wide asphalt pedestrian and bicycle trail across the property owned by the National Park Service in the general location on the attached map entitled Belmont-Ferry Farm Trail – Phase 4, Sheet 1B, dated July 2015. This signed document serves as the written agreement, as referenced in 36 C.F.R. 5.7, authorizing construction on park lands.
2. The Trail will be constructed in general conformance to the following description: approximately 1600’ of 10’ wide asphalt trail constructed through the Rappahannock River floodplain at Chatham Manor as shown on the attached Belmont-Ferry Farm Trail – Phase 4, Sheet 1B, dated July 2015, of the plans prepared by Rinker Design Associates. The metes and bounds description of the trail alignment across the two parcels of Park Service property are attached. The trail will have 2 foot graded shoulders on each side and will be generally constructed on the existing grade. Typical clearing, earth moving and paving equipment will be used and will be generally contained within a 30 foot wide area centered along the trail alignment. Additional associated construction will include tree clearing and storm drainage construction, including ditches, pipes, and culverts. Fold down bollards will be

provided on both sides of River Road at the trail crossing to prevent unauthorized vehicles from accessing the trail. The Park Service will be provided with keys to the locks at the bollards.

3. The trail design shall accommodate design input from the National Park Service by incorporating the following features:
 - a. Locating the trail as far to the north as possible, adjacent to the toe of slope for River Road, thereby reducing the visibility of the Trail from Chatham Manor;
 - b. Provide asphalt within the boundaries of National Park Service property will be earth tone tinted and free of a center line stripe, subject to meeting federal standards for trail construction, to better blend in with the visual aspect of the area;
 - c. No railings or other structures that could trap flood debris are permitted;
 - d. Extending pipe culverts at all drainage channels on National Park Service property to accommodate Park Service maintenance equipment;
 - e. Ensuring the trail pavement construction at all locations identified by the National Park Service is sufficiently strong enough to accommodate Park Service maintenance equipment; and
 - f. Prohibiting the construction of retaining walls on National Park Service property.
4. The Trail shall be operated in accordance with the following conditions:
 - a. The Trail shall be operated by Stafford County, and this responsibility shall begin immediately upon opening of the Trail to the public;
 - b. Authorized use of the trail shall be restricted to pedestrians and bicyclists;
 - c. Official operational hours shall be that of other Stafford County parks as follows: March – October 8:00 AM – 8:00 PM, November – February 8:00 AM – 5:30 PM;
 - d. Use of the trail may occur outside of these normal hours, due to the unattended nature of this facility;
 - e. No motorized vehicles, other than maintenance vehicles operated by County or National Park Service staff, shall be permitted.
5. The Trail shall be maintained in accordance with the following conditions:
 - a. The Trail shall be maintained by Stafford County, and this responsibility shall begin immediately upon opening of the Trail to the public;
 - b. The trail shall be maintained to a width of 18', to include the 10' asphalt trail, the 2' graded shoulders, and 2' additional mowed area beyond the graded shoulders;
 - c. Trail maintenance shall also include trail signs, bollards, and the culvert pipes that run under the trail, including end sections, endwalls, and associated outlet protection;
 - d. Frequent inspections adjacent to the trail to monitor and remove poison ivy, deposited debris, and dead trees and/or dead branches.

This Agreement establishes the parties' understandings and obligations regarding the Partner's design, construction, and maintenance of the Project, such that the Partner may accomplish the Project within parameters acceptable to the NPS and in compliance with applicable laws,

regulations, government policies, and Park management plans.

A detailed description of the Project is contained in Attachment A to this Agreement.

ARTICLE II. AUTHORITY

The NPS enters into this Agreement pursuant to 54 U.S.C. § 101101, which authorizes the NPS to accept donations for purposes of the National Park System; 43 U.S.C. § 1473a, which authorizes the Secretary of the Interior (Secretary) to accept and use contributions for cooperative projects with other Federal, State, or private agencies; 54 U.S.C §101701, which authorizes the Secretary to enter into agreements with individuals and entities to share costs and services in support of NPS projects; and 54 U.S.C. §§ 100101-100303 (the NPS Organic Act), which authorizes the NPS to take actions in furtherance of the NPS's mission.

ARTICLE III. DEFINITIONS

As used in this Agreement, the following terms have the following meanings, and are applicable to both the singular and plural forms of the term:

“Contractor” means any entity (including without limitation, general contractors and subcontractors, vendors, suppliers, architectural and engineering firms, landscape architecture firms, design firms, exhibit fabricators, or other professional service firms) retained by the Partner to provide any design, construction, fabrication, utility, architectural, engineering, project management, construction management, regulatory compliance, labor, materials, products, or services.

“Construction” means any fabrication, installation, improvements to, or modifications of NPS real property or personal property, including any ground or site disturbance.

“Construction documents” means the drawings and specifications that fully describe the construction work to be completed under this Agreement.

“Cost estimate” means a cost estimate appropriate for the level and complexity of design and construction of a project, as determined by the NPS, including NPS designated Class C estimates for Conceptual Design; Class B estimates for Design Development; and Class A estimates for Construction Documents.

“Design” defines the construction requirement (including the functional relationships and technical systems to be used, such as architectural, landscape architectural, environmental, structural, electrical, mechanical, and fire protection) producing the technical specifications and drawings, and preparing the construction cost estimate. Design includes the development of a range of conceptual alternatives through a variety of means including design, design build or design competition; at the sole discretion of the NPS, the development of regulatory compliance documentation for NPS review and approval, including National Environmental Policy Act and National Historic Preservation Act documentation; value analysis and alternative refinement during schematic design and design development; required NPS design-related reviews and approvals; and the preparation of construction documents.

“Project Development Plan” describes (1) project-specific design elements and NPS construction standards that must be addressed in Project designs, (2) the NPS’s Development Advisory Board reviews, and (3) Project deliverables and delivery dates.

“Third-Party Contract” means any contract between the Partner and any contractor furnishing design, construction, labor, supplies or services.

ARTICLE IV. RESPONSIBILITIES OF THE PARTIES

A. The NPS agrees to:

1. In its sole discretion, review and provide timely written comments on any Third-Party Contract that the Partner proposes to enter into.
2. In a timely manner, review, provide written comments on, and approve or disapprove all design plans, construction drawings, engineering documents, environmental compliance documents, change orders, and cost estimates generated by the Partner or the Partner’s contractors. In its sole discretion, the NPS may identify in writing categories of *de minimus* activities, such as minor change orders, that do not require NPS approval.
3. In a timely manner, review and approve (with or without conditions) or disapprove applications for special use permits for access to the Park to accomplish the Project.
4. Monitor the general implementation of the Project, including periodic inspection and tests for compliance with the requirements of this Agreement, the Project Development Plan, project implementation plan or applicable special use permit, and relevant laws, regulations, and policies.
5. Inspect the Project and, if the NPS determines that it meets NPS standards and requirements and is complete, provide a written acceptance to the Partner. If the NPS cannot accept the Project as complete, then the NPS will identify in writing what additional work the Partner must accomplish in order to allow the NPS to accept the project as complete.
6. Notify the Partner of any change in federal law or NPS policy that may affect implementation of this Agreement.

B. The Partner agrees to:

1. Ensure that the Project meets NPS standards and requirements and operate and maintain the completed Project to the NPS satisfaction. This assurance is made by the Partner on its own volition and without compensation or consideration for future remuneration.

2. Contact the NPS in a timely manner with special use requests for access to the Park to accomplish the Project and ensure that its contractors and subcontractors do the same.
3. Before entering into any contract or agreement between the Partner and any third party related to the Project, provide to the NPS:
 - a. A copy of the proposed Third-Party Contract and a copy of the final contract upon execution;
 - b. Written confirmation that the third party:
 - i. Has all required licenses to do the work contemplated by the agreement in the state, territory, or district in which the work will be performed;
 - ii. Is not suspended or debarred from federal contracting; and
 - iii. Demonstrates relevant experience and competence to perform the work contemplated in the Third-Party Contract.
 - c. Written confirmation that the Partner:
 - i. Used competition in selecting the third-party to perform the work;
 - ii. Has taken measures to avoid or mitigate conflicts of interest;
 - iii. Has incorporated provisions reflecting best practices in contract management and project administration into the Third-Party Contract; and
 - iv. Has made the NPS a third-party beneficiary of all Third-Party Contracts.
 - d. The signed Contractor Certification Form, included as Attachment E to this Agreement.
4. Ensure that Third-Party Contracts do not contain a binding arbitration clause or other clause that may interfere with the NPS's ability to seek judicial review in its capacity as a third-party beneficiary to the Third-Party Contract.
5. Execute any Third-Party Contract only after receiving (a) the NPS's written comments on the proposed contract, (b) written notification from the NPS that it has no comments on the proposed contract, or (c) written notification from the NPS that it is declining to review the proposed contract.
6. Submit all plans, designs, and specifications for NPS review and approval or disapproval at key stages of the Project.
7. Ensure that the Project design complies with all applicable laws, regulations, legal requirements, building codes, design requirements, and NPS management requirements.

8. Before initiating construction of the Project, demonstrate to the NPS's satisfaction that all funds necessary to pay for the Project have been secured and will remain available to pay Partner's expenses associated with the Project.
9. Undertake construction only when all necessary written NPS approvals have been obtained.
10. Establish and maintain, or ensure that its contractor(s) establish and maintain, throughout the course of the Project: (i) security in favor of the United States in the form of a performance bond of the Partner's obligations under this Agreement, or where a contractor obtains the performance bond, the contractor's performance of its contract with the Partner; and (ii) a payment bond assuring payment of all persons supplying labor and material in the execution of the work undertaken for the Project, with the following conditions:
 - a. All bonds must be in an amount equal to at least 100 percent of the total project cost, as approved by the NPS. The NPS may require additional performance and payment bond protection if the estimated costs increase during Project planning, design, or construction;
 - b. All bonds must be in the form of a firm commitment from a certified company listed in Treasury Department Circular 570;
 - c. Bonds obtained pursuant to this Article must be consistent with the term of this Agreement; and
 - d. Should any bond issued pursuant to this section be canceled or withdrawn, the Partner must immediately notify NPS in writing.

[NOTE: BONDS ARE NOT REQUIRED FOR A&E DESIGN WORK. A&E CONTRACTORS ARE REQUIRED TO OBTAIN PROFESSIONAL ERROR AND OMISSION INSURANCE PURSUANT TO ARTICLE IX.A.4.C OF THIS AGREEMENT.]

11. Include the following requirements verbatim in any Third-Party Contract for the performance of any work or for fulfilling any obligation related to the Project:

“The Contractor agrees:

- a. That the National Park Service is a third-party beneficiary of this contract, with all legal rights associated with that status, including the right to enforce the contract.
- b. To comply with all applicable laws, regulations, rules, orders, and other legal requirements, and NPS policies;

- c. To comply with the terms and conditions of the Project Development Plan, project implementation plan, or special use permits relating to the Project;
- d. To follow any NPS order to suspend work and that at any time the NPS may monitor, inspect, or access the construction site and construction-related materials and documents;
- e. To obtain, and transfer to the NPS from subcontractors, manufacturers or suppliers for work performed and materials furnished all warranties that would be given in normal commercial practice:
 - i. For a period of not less than one year; and
 - ii. Executed, in writing, for the benefit of the Partner and the United States;
- f. To be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence because of, or in any way related to the Project;
- g. To waive any defense to any claim based on the Contractor's alleged reliance on the Partner's or the NPS's Project monitoring, inspections or tests. All monitoring, inspections or tests are for the benefit of the Partner or the NPS and do not relieve the Contractor of responsibility for (i) providing adequate quality control measures, or (ii) ensuring against damage or loss before Project acceptance. In addition, such monitoring, inspections or tests do not imply acceptance of the Contractor's work by either the Partner or the NPS, nor does it affect the continuing rights of the Partner or the NPS after acceptance of the Contractor's work.
- h. That neither the Partner's nor the NPS's review, approval, or acceptance of the Contractor's services nor the Partner's payment for those services will be construed to operate as a waiver of any rights of the Partner or the NPS, or of any cause of action that the Partner or the NPS may have, and the Contractor will be and remain liable to the Partner and the NPS in accordance with the terms of this Contract and applicable law for all damages for which the Contractor is legally responsible.
- i. That in the event of a conflict between the provisions of this Contract and the provisions of the Partner Design and Construction Agreement between the NPS and the County of Stafford, Virginia, recognize that the terms of the Partner Design and Construction Agreement control.
- j. To obtain and maintain insurance consistent with the requirements of Article VIII of the Partner Design and Construction Agreement;

- k. That the Contractor has no recourse against the United States with respect to any aspect of construction activities and will not lien any land, structures, fixtures, or improvements associated with this Contract; and
 - l. To be jointly and severally liable under this Contract if the Contractor consists of more than one legal entity.”
 - 12. In addition to the provisions of Paragraph 11 (above), any Third-Party Contract for the provision of architectural or engineering services must contain verbatim the following provisions:
 - “The Contractor agrees:
 - a. That it is solely responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor and warrants that the Project can be built as designed;
 - b. To correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services without any additional compensation; and
 - c. That the final signed and sealed Final Construction Documents provided by the Contractor, as reviewed and approved in writing by the NPS, are the only true contract documents of record for this Project. By submission of the Final Construction Documents to the Partner, the Contractor warrants that all review comments have been resolved to the satisfaction of the NPS and have been incorporated into the Final Construction Documents.”
 - 13. At no cost to the NPS, promptly take steps necessary, including the suspension of work, to address any concerns raised by the NPS.
 - 14. Comply with, and cause its contractors to comply with, the wage requirements of the Davis Bacon Act, 40 U.S.C. §§ 3142 *et seq.*, and the relevant Department of Labor regulations, 29 C.F.R. Part 5.
 - 15. Before the NPS accepts the Project as complete, certify in writing that the Project is free and clear of all debts, liabilities, liens, or obligations.
- C. The parties further agree as follows:
- 1. The Project’s overall cost is estimated to be approximately \$724,300, of which approximately \$376,400 is estimated as the cost of construction on NPS property. The Partner’s and the NPS’s financial contributions are detailed in Attachment B.

2. Other Contracts: Not applicable
3. The NPS's review or approval of documents under Article IV.A of this Agreement will not be construed to operate either as a waiver of any rights of the NPS or as a waiver of any cause of action that the NPS may have under this Agreement or any Third-Party Contract.
4. The United States will own all right, title, and interest in or to the completed Project, including all fixtures and other property described in Attachment A, and the Partner hereby waives all claims of right, title, or interest in or to the completed Project. At the NPS's request the Partner will execute any documents necessary to confirm the United States' title.

ARTICLE V. ATTACHMENTS

Attachments include: A—Project Description, B—Financial Contributions of the Partner and the NPS, C—Project Development Plan, D—Site Plan, and E—Contractor Certification Form. Attachments A-E are hereby incorporated into this Agreement.

ARTICLE VI. KEY OFFICIALS

For County of Stafford:

Name: Thomas C. Foley
Title: County Administrator
Address: P. O. Box 339
Stafford, Virginia 22555-0339
Phone: (540) 658-8605

E-Mail: tfoley@staffordcountyva.gov

For the National Park Service:

Name: Kirsten Talken-Spaulding
Title: Superintendent
Address: 120 Chatham Lane
Fredericksburg, VA 22405
Phone: (540) 693-3200 x1010

E-Mail: Kirsten_talken-spaulding@nps.gov

ARTICLE VII. TERM OF AGREEMENT

This Agreement will be effective on the date of final signature and, unless modified or terminated by the parties in accordance with Article VIII below, will continue in force and effect for a period of 20 years thereafter.

ARTICLE VIII. MODIFICATION, DISPUTE RESOLUTION, AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties' authorized representatives.
- B. The parties agree that in the event of a dispute between them, they will promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are

mutually acceptable to the parties.

- C. If either party reasonably believes that the other party has breached its obligations under this Agreement, the alleging party must provide the other party a written Default Notice (Notice) of such alleged breach. The party receiving the Notice will have 30 days (the Cure Period) after receipt of the Notice to cure such alleged breach. The Cure Period may be extended by mutual agreement of the parties.
- D. If the alleged breach is not cured within the Cure Period the alleging party may, without first obtaining a judgment or declaration of breach by any court, board, arbitrator or any other adjudicator, exercise its rights to proceed against the bonds required in Article IV.B.10.a-d of this Agreement, or seek any alternative or additional remedies available to it, including termination of this Agreement.

ARTICLE IX. INSURANCE AND LIABILITY

A. Insurance

- 1. The Partner and its contractors must comply with all insurance-related provisions of this Article. The Partner and its contractors are responsible for ensuring that these insurance requirements are included, as appropriate, in their respective contracts with subcontractors.
- 2. Insurance must be acquired before the initiation of any in-park activities and must be maintained until the Project is accepted as complete by the NPS.
- 3. Insurance coverage must be commensurate with foreseeable risk, and coverage limits may ultimately be greater than the minimum limitations required below. The NPS will not be responsible for any omissions or inadequacies of any insurance coverage or amounts in the event that insurance purchased by the Partner or a contractor proves to be inadequate or insufficient for any reason.
- 4. The Partner and all contractors must procure and maintain the following insurance and comply with the following associated requirements:
 - a. The Partner and all contractors must have appropriate insurance including coverage for commercial general liability, contractual liability, automobile, valuable papers, umbrella coverage, and workers' compensation, from a responsible company or companies. Unless higher limits are required by the NPS in writing, commercial general liability insurance and automobile insurance must each have a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident.
 - b. The Partner or the Partner's prime contractor or general contractor must have Builder's Risk Insurance sufficient to cover the replacement cost of the Project.

- c. The Partner and contractors, as appropriate, must have appropriate insurance coverage when warranty work is conducted. This provision will survive termination or expiration of this Agreement. Warranty work requires the NPS Superintendent's prior approval.
 - d. Contractors providing architectural or engineering service must have Professional Error and Omissions Insurance coverage that, at a minimum, conforms to the requirements of applicable state, territorial, or district law.
 - e. Where a Partner or contractor is authorized to utilize NPS structures or facilities in conjunction with this Agreement, the Partner or contractor must procure and maintain, at its sole cost and expense, fire and hazard protection insurance in an amount equal to the replacement cost of structures or facilities utilized. This insurance must be maintained for the term of use.
5. All insurance policies required by this Agreement must be payable to the Partner, and the Partner will use insurance proceeds to correct the damage, harm, or deficiency that is the basis of the insurance claim. Partner expenditure of insurance proceeds will be in conformance with law, NPS policies, and NPS approvals. Insurance proceeds that are paid to the Partner, but that are not needed or cannot be used to correct the harm or deficiency at issue, must, if allowed under the insurance policy, be used to further Park projects and programs as agreed to by the parties.
6. All insurance policies required by this Agreement must name the United States as an additional insured and must specify that the insurer must specify that the insurer has no right of subrogation vis-à-vis the United States with respect to claims against other parties. If in the NPS's judgment the Partner is unable to meet its obligation to correct the damage, harm, or deficiencies at issue, then the NPS may file insurance claims and use insurance proceeds consistent with law and NPS policies.
7. Before beginning the work authorized herein, the Partner must provide the NPS with copies of Certificates of Insurance demonstrating that the Partner and contractors have acquired all insurance required by this Article. Insurance coverage must be reviewed every year beginning on the date of execution of this Agreement and must be modified if necessary to ensure consistency with generally accepted insurance practices and NPS policies. The Partner and contractors must immediately notify the NPS if an insurance policy is canceled or terminates for any reason.
8. Insurance Carrier Requirements:
 - a. Each issuer of the insurance required by this Article must be rated no lower than A- by the most recent edition of the A.M. Best's Key Rating Guide (Property-Casualty Edition).
 - b. All insurers for all coverage must have a Best's Financial Size Category of at least VII according to the most recent edition of A.M. Best's Key Rating Guide (Property-Casualty Edition).

- c. All insurers must be admitted, licensed, and approved to operate in the state, territory, or district in which the Project will occur.

B. Liability

1. To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2014), the NPS will be liable for the negligent or other wrongful acts of omissions of its officers or employees while acting with the scope of their office or employment. The NPS's commitment to pay any lawful liability incurred by the NPS under this Agreement is backed by the full faith and credit of the United States.
2. The Partner must pay the United States the full value of all damages to the lands or other property of the United States directly caused by the Partner, its employees, agents, representatives, or contractors (including a contractor's subcontractor) in connection with any activities under this Agreement.
3. The Partner must cooperate with the NPS in the investigation and defense of any claims that may be filed with or against the NPS arising out of the activities of the Partner, or the Partner's employees, agents, representatives, or contractors (including a contractor's subcontractor).

ARTICLE X. CONFIDENTIAL AND PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY

- A. With respect to confidential and proprietary information and intellectual property created in association with this Agreement the Partner agrees that:

1. Rights to Works Produced in the Performance Contract

The Partner is bound by the following provisions. Additionally, the Partner will ensure that provisions a through c below are incorporated into all contracts and subcontracts with Contractors that are executed in furtherance of this Agreement. These provisions should be modified by including the Partner's name and the Contractor's name when such provisions are inserted into any contract.

- a. "The NPS will own any and all rights, titles, and interests, including design and construction documents and any and all patents, copyrights, trademarks, trade secrets, inventions, products or other intellectual property rights created as a result of, arising from, or relating to this Agreement, including without limitation intellectual property utilized in bid proposals and any pre-existing intellectual property belonging to the Partner and/or Contractor that is provided in association with the Project, provided, however, that the Partner may request from the NPS a non-exclusive license to use any intellectual property for purposes related to the Partner's fundraising and promotional activities

associated with the Project. The NPS will consider the request for such non-exclusive license on a case-by-case basis. This provision will survive expiration or termination of this Agreement.

b. The Partner and the Contractor will fully cooperate with the NPS in the protection and enforcement of any intellectual property rights resulting from activities and services performed in connection with this Agreement. This obligation includes timely execution, acknowledgment, and delivery to the NPS of all documents and papers that may be necessary to enable the NPS to utilize in any manner any copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights.

c. If any invention or material created in the course of performing tasks under this Agreement or any associated agreement is patentable intellectual property, the Contractor will report the invention or patentable intellectual property to the Partner within thirty days of its creation and the Partner will immediately report the invention or intellectual property to the NPS.”

2. NPS Review of Bid Proposals

- a. The Partner will receive all bid proposals, associated documents, and other communications from bidders and provide copies of them to the NPS Key Official identified in this Agreement so that they may be distributed to appropriate NPS personnel for review. Any information delivered in writing or by other tangible form from the Partner to the NPS, or from the NPS to the Partner, that is to be considered Confidential Information must be conspicuously labeled on every page as “Confidential and Proprietary” at the time of delivery. If proprietary information is delivered orally by either the Partner (including information provided by the bidder) or the NPS, the Partner or the NPS (as the case may be) must identify such information at the time of disclosure, subsequently reduce it to writing, label it “Confidential and Proprietary,” and provide this writing to the appropriate Key Official. Each Party will implement reasonable internal controls to protect confidential information in its possession. NPS retention, release, and destruction of information that is labeled “Confidential Information” are governed by applicable federal law.
- b. In all bid solicitations, the Partner will notify bidders of all provisions in this Article that affect their interests, and will provide that all such provisions will be binding on all bidders including the winning Contractor.
- c. Section A.2 of this Article will survive termination or expiration of this Agreement.

ARTICLE XII. ACCOUNTING AND REPORTS

The Partner and its contractors and subcontractors must maintain accounting books and records under a system of accounts and financial controls meeting Generally Accepted Accounting Principles and must permit the Department of the Interior or its designee, including the NPS Comptroller and the Department's Office of the Inspector General, to verify and audit financial documents from the books, correspondence, memoranda and other records of the Partner relating to this Agreement, during the period of this Agreement, and for such time thereafter as may be necessary to accomplish such verification.

ARTICLE XIII. STANDARD CLAUSES

- A. Non-Discrimination: All activities pursuant to or in association with this Agreement will be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement will be construed to obligate the government to any current or future expenditure of funds in excess or advance of the availability of appropriations from Congress, nor does this Agreement obligate the government to spend funds on any particular project or purpose, even if funds are available.
- C. Limitations on Lobbying: To the extent that the Partner commits in this Agreement or any related agreement to raise funds from non-federal sources for the Project, the Partner further agrees that it will not lobby for or otherwise seek the appropriation of funds from Congress to meet that commitment. The Partner may not use any appropriated funds (including property, utilities, or services acquired with or supported by appropriated funds) to lobby or attempt to influence Congress or any official of any government.
- D. Compliance with Applicable Law: This Agreement and performance hereunder is subject to all applicable laws, regulations, and government policies whether now in force or hereafter enacted or promulgated. Nothing in this Agreement will be construed as in any way limiting the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies.
- E. Release of Information: The Partner will notify the NPS Key Official for any public information releases which refer to this Agreement or Project pursuant to the Virginia Freedom of Information Act, Virginia Code § 2.2-3700, et seq. The Partner will obtain prior written approval through the NPS Key Official for any public information releases which refer to this Agreement or Project and are not pursuant to the Act, or where disclosure is discretionary. The specific text, layout, photographs, etc., of the proposed release will be submitted with the notice.
- F. Assignment: No part of this Agreement may be assigned to any other party without prior written approval of the NPS.

G. Agency: The Partner is not an agent or representative of the United States, the Department of the Interior, or the NPS, or the Park, nor will the Partner represent its self as such to third parties. NPS employees are not agents of the Partner and will not act on behalf of the Partner.

H. Non-Exclusive Agreement: This Agreement does not restrict the Partner or the NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

ARTICLE XIV. AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the last signature is affixed:

NATIONAL PARK SERVICE

Northeast Regional Director

Date

COUNTY OF STAFFORD, VIRGINIA

Thomas C. Foley, County Administrator

Date

ATTACHMENTS:

Attachment A – Project Description
Attachment B – Financial Contributions
Attachment C – Project Development Plan
Attachment D – Site Plan
Attachment E – Contractor Certification Form

ATTACHMENT A – PROJECT DESCRIPTION

Construction of approximately 1600' of 10' wide asphalt trail constructed through the Rappahannock River floodplain at Chatham Manor as shown on the attached Belmont-Ferry Farm Trail – Phase 4, Sheet 1B, dated July 2015, of the plans prepared by Rinker Design Associates. The metes and bounds description of the trail alignment across the two parcels of Park Service property are attached. The trail will descend the slope from John Lee Pratt Memorial Park just west of its boundary with Chatham Manor property, turn southeast and travel approximately 220 linear feet at the base of the slope along the northwest side of the road. From there the trail will pass another 220 feet along the base of the slope, crossing a small intermittent stream, then cross River Road. It will pass southeast alongside and as close as practicable to River Road and the base of the bluff on Chatham Manor property for a distance of approximately 2,000 linear feet, and will exit the NPS property approximately 875 feet from its southeastern terminus at the Route 3 bridge (Chatham Bridge).

The trail on the NPS and private properties will be constructed in the Rappahannock River floodplain, and through emergent wetland. It will be constructed by excavating the top foot or so of soil, backfilling with suitable bedding and drainage material such as gravel or crushed rock, and surfacing with asphalt pavement. The 10 foot wide trail will have 2 foot graded shoulders on each side and will be generally constructed on the existing grade. Drainage stone will extend vertically within the first 6 inches of the graded shoulder adjacent to the trail. Typical clearing, earth moving and paving equipment will be used and will be generally contained within a 30 foot wide area centered along the trail alignment. The asphalt pavement surface will be free of a center line stripe and will be tinted to better blend with the visual aspect of the area. Additional associated construction will include tree clearing and storm drainage construction, including ditches, pipes, and culverts. Culverts will be cleaned or replaced, and in some cases extended, as needed. Fold down bollards will be provided on both sides of River Road at the trail crossing to prevent unauthorized vehicles from accessing the trail.



METES AND BOUNDS DESCRIPTION
OF THE CENTERLINE OF A
TRAIL USE AND MAINTENANCE EASEMENT
ON
LOTS 1 THROUGH 5
CHATHAM FARM ESTATES
OF THE LAND OF
UNITED STATES OF AMERICA
D.B. 148, PG. 28
TAX MAP #54F-3I-5
GEORGE WASHINGTON MAGISTERIAL DISTRICT
STAFFORD COUNTY, VIRGINIA

Description of the centerline being granted for a trail use and maintenance easement being part of the property described in the name of the United States of America as recorded in deed book 148 at page 28, among the land records of Stafford County, Virginia;

Commencing at the northern most corner of the property, said point lying in the centerline of River Road, State Route Number 607 (Prescriptive Road), being a corner to Stafford County, Virginia (Tax Map #53-116) as recorded in instrument #090013366 and lying on the line of the United States of America (Tax Map #54-171);

Thence running with the line of Stafford County, Virginia (Tax Map #53-116) S53°57'07"W 46.98 feet to the point and place of beginning of the centerline of a trail use and maintenance easement herein described;

Thence running through the property of the United States of America (Tax Map #54F-3I-5) the following twenty-one courses and distances:

1. S40°40'25"E 2.72 feet to a point;
2. Thence with a curve to the right having a radius of 74.00 feet, a central angle of 07°19'53", a chord of 9.46 feet, a chord bearing of S37°00'28"E, and an arc length of 9.47 feet to a point;
3. Thence S33°20'31"E 17.65 feet to a point;
4. Thence with a curve to the left having a radius of 74.00 feet, a central angle of 18°00'43", a chord of 23.17 feet, a chord bearing of S42°20'53"E, and an arc length of 23.26 feet to a point;
5. Thence S51°21'14"E 12.91 feet to a point;
6. Thence with a curve to the right having a radius of 74.00 feet, a central angle of 12°17'58", a chord of 15.85 feet, a chord bearing of S45°12'15"E, and an arc length of 15.89 feet to a point;
7. Thence S39°03'16"E 166.19 feet to a point;
8. Thence with a curve to the left having a radius of 1000.00 feet, a central angle of 04°17'07", a chord of 74.78 feet, a chord bearing of S41°11'49"E, and an arc length of 74.79 feet to a point;
9. Thence S43°20'23"E 172.09 feet to a point;
10. Thence with a curve to the right having a radius of 100.00 feet, a central angle of 11°51'26", a chord of 20.66 feet, a chord bearing of S37°24'40"E, and an arc length of 20.69 feet to a point;
11. Thence S 31°28'58" E 50.28 feet to a point;
12. Thence with a curve to the left having a radius of 74.00 feet, a central angle of 07°40'58", a chord of 9.92 feet, a chord bearing of S35°19'27"E, and an arc length of 9.92 feet to a point;
13. Thence S39°09'56"E 330.66 feet to a point;

14. thence with a curve to the left having a radius of 74.00 feet, a central angle of $11^{\circ}12'21''$, a chord of 14.45 feet, a chord bearing of $S44^{\circ}46'07''E$, and an arc length of 14.47 feet to a point;
15. Thence $S 50^{\circ}22'17'' E$ 17.06 feet to a point;
16. Thence with a curve to the right having a radius of 74.00 feet, a central angle of $09^{\circ}33'38''$, a chord of 12.33 feet, a chord bearing of $S45^{\circ}35'28''E$, and an arc length of 12.35 feet to a point;
17. Thence $S 40^{\circ}48'39'' E$ 2.48 feet to a point;
18. Thence with a curve to the right having a radius of 800.00 feet, a central angle of $14^{\circ}03'34''$, a chord of 195.82 feet, a chord bearing of $S33^{\circ}46'52''E$, and an arc length of 196.31 feet to a point;
19. Thence $S 26^{\circ}45'04'' E$ 102.54 feet to a point;
20. Thence with a curve to the right having a radius of 90.00 feet, a central angle of $47^{\circ}54'03''$, a chord of 73.07 feet, a chord bearing of $S02^{\circ}48'03''E$, and an arc length of 75.24 feet to a point;
21. Thence with a curve to the left having a radius of 105.00 feet, a central angle of $00^{\circ}39'30''$, a chord of 1.21 feet, a chord bearing of $S20^{\circ}49'14''W$, and an arc length of 1.21 feet to a point, said point lying in the westerly right-of-way of Kings Highway, State Route Number 3 (width varies);

Thence running with the westerly right-of-way of Kings Highway, State Route Number 3 (width varies) the following two courses and distances:

1. $N77^{\circ}21'57''W$ 1.85 feet to a point;
2. Thence $S26^{\circ}04'57''E$ 2.55 feet to a point;

Thence running through the property of the United States of America (Tax Map #54F-31-5) with a curve to the left having a radius of 105.00 feet, having a central angle of $34^{\circ}16'13''$, a chord of 61.87 feet, a chord bearing of $S 02^{\circ}15'47'' W$, and an arc length of 62.80 feet to a point, said point lying on the westerly right-of-way of Kings Highway, State Route Number 3 (width varies) and being the point of termination of the centerline of the trail use and maintenance easement described herein.

METES AND BOUNDS DESCRIPTION
OF THE CENTERLINE OF A
TRAIL USE AND MAINTENANCE EASEMENT
ON THE LAND OF
UNITED STATES OF AMERICA
D.B. 338, PG. 622
TAX MAP #53-116A
GEORGE WASHINGTON MAGISTERIAL DISTRICT
STAFFORD COUNTY, VIRGINIA

Description of the centerline being granted for a trail use and maintenance easement being part of the property described in the name of the United States of America as recorded in deed book 338 at page 622, among the land records of Stafford County, Virginia;

Commencing at the northern most corner of the property, said point being a corner to the United States of America (Tax Map #54F-12-3) as recorded in deed book 389 at page 335 and lying on the line of the Trustees of the Unitarian Universalist Fellowship of Fredericksburg (Tax Map #54F-12-4);

Thence running with the line of the Trustees of the Unitarian Universalist Fellowship of Fredericksburg (Tax Map #54F-12-4) and the line of Stafford County Virginia (Tax Map #53-116) S46°59'12"W 1291.32 feet to the point and place of beginning of the centerline of a trail use and maintenance easement herein described;

Thence running through the property of the United States of America (Tax Map #53-116A) the following three courses and distances:

1. S38°46'52 E 152.93 feet to a point;
2. Thence with a curve to the right having a radius of 15.00 feet, a central angle of 88°52'16", a chord of 21.00 feet, a chord bearing of S 05°39'16" W, and an arc length of 23.27 feet to a point;
3. Thence S 50°05'24" W 18.13 feet a point said point lying in the centerline of River Road, State Route Number 607 (Prescriptive Road) and being the point of termination of the centerline of the trail use and maintenance easement described herein.

ATTACHMENT B – FINANCIAL CONTRIBUTIONS

Construction of the entire Phase 4 of the Trail is estimated to cost \$724,300, of which \$376,400 is estimated for the portion of the Trail on National Park Service Property. Financial contributions for the Trail are provided below.

Federal Transportation Enhancement Program Fund	\$579,440
Stafford County	\$144,860
National Park Service	<u>\$ 0</u>
TOTAL	\$724,300

ATTACHMENT C – PROJECT DEVELOPMENT PLAN

Phase 4 of the Trail has been designed to fully comply with Federal Highway Administration (FHA) and the Virginia Department of Transportation (VDOT) standards, including meeting the Americans with Disabilities Act (ADA) requirements. Prior review efforts included coordination with the management of the Fredericksburg and Spotsylvania National Military Park at Chatham Manor, where the trail is proposed to cross. The design has been approved to advance to right of way acquisition, with little additional design effort necessary for construction bidding approval.

Further details on the estimated milestone completion dates are provided below.

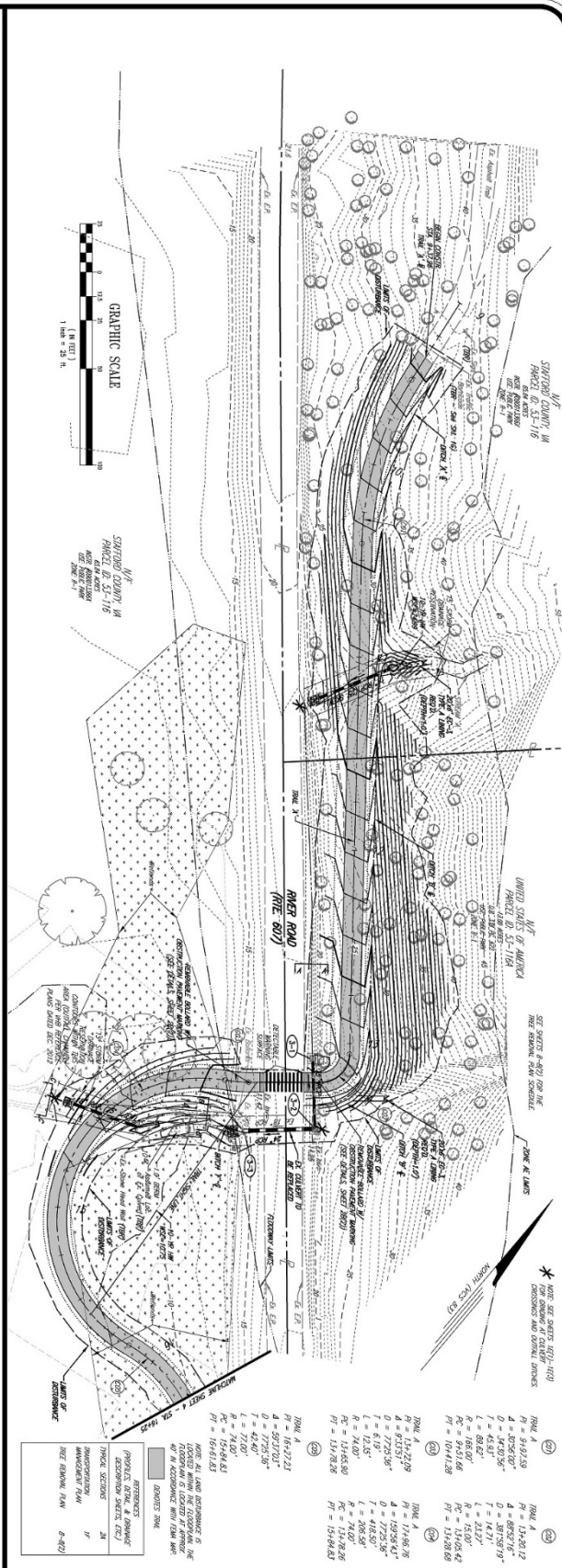
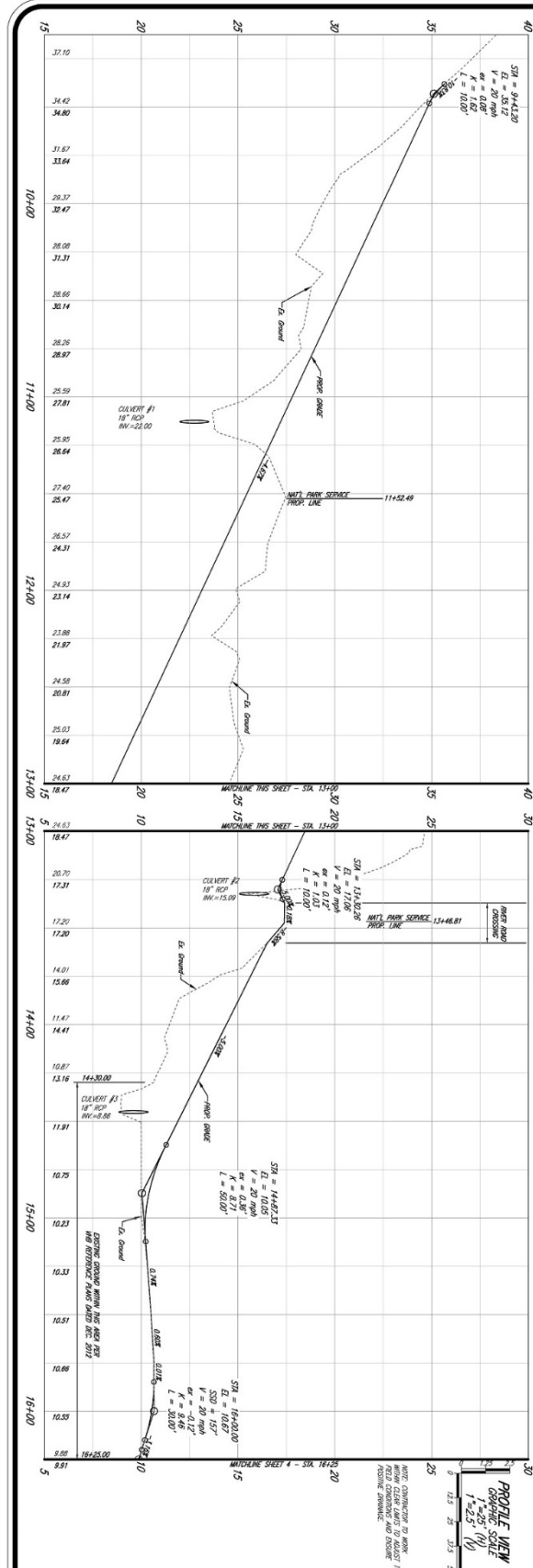
Completion of Design Phase	October 15, 2017
Completion of Right of Way Phase*	September 30, 2017
Bidding	October 31, 2017
Start of Construction	February 28, 2018
Completion of Construction	December 31, 2018

* Right of way completion is dependent upon successful execution of a Partner Design and Construction Agreement with the National Park Service.

ATTACHMENT D – SITE PLAN

The attached Sheets EN97-089-107_003, EN97-089-107_004, EN97-089-107_005, and EN97-089-107_006, are provided below, showing the planned Trail over the property owned by the Fredericksburg and Spotsylvania National Military Park at Chatham Manor.

DRAWING NAME: L:\work\13028\13028-001 Trail Plan\Station\Phase\003-007-PLAN AND PROFILE.dwg | Plotted on 1/9/2018 11:38 AM | by Matthew Beades



COUNTY SHEET # 40

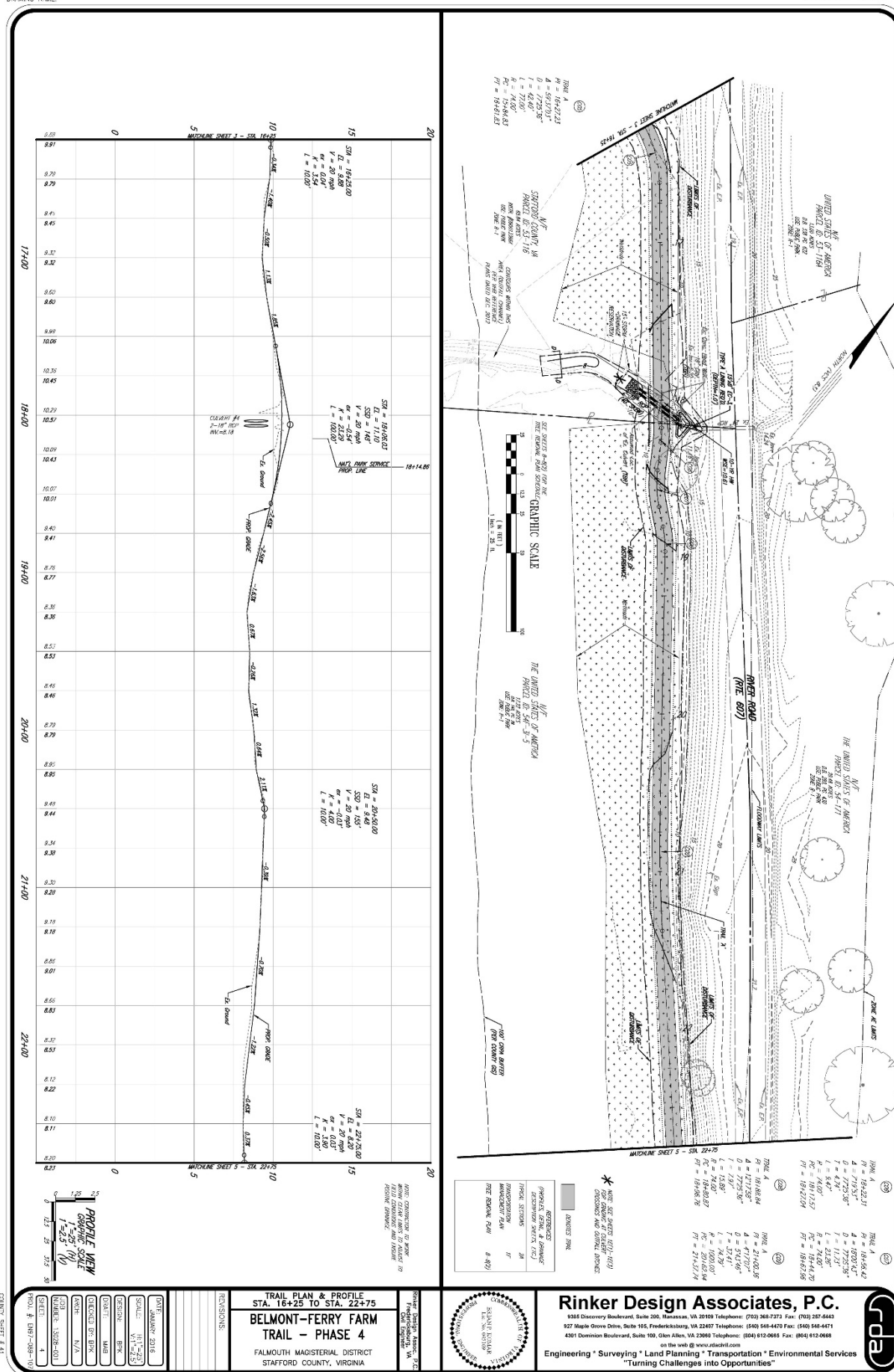
DATE	REVISIONS
01/09/2018	1
01/09/2018	2
01/09/2018	3
01/09/2018	4
01/09/2018	5
01/09/2018	6
01/09/2018	7
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01/09/2018	9
01/09/2018	10

TRAIL PLAN & PROFILE
STA. 10+00 TO STA. 16+25
BELMONT-FERRY FARM
TRAIL - PHASE 4
FALMOUTH MAGISTERIAL DISTRICT
STAFFORD COUNTY, VIRGINIA



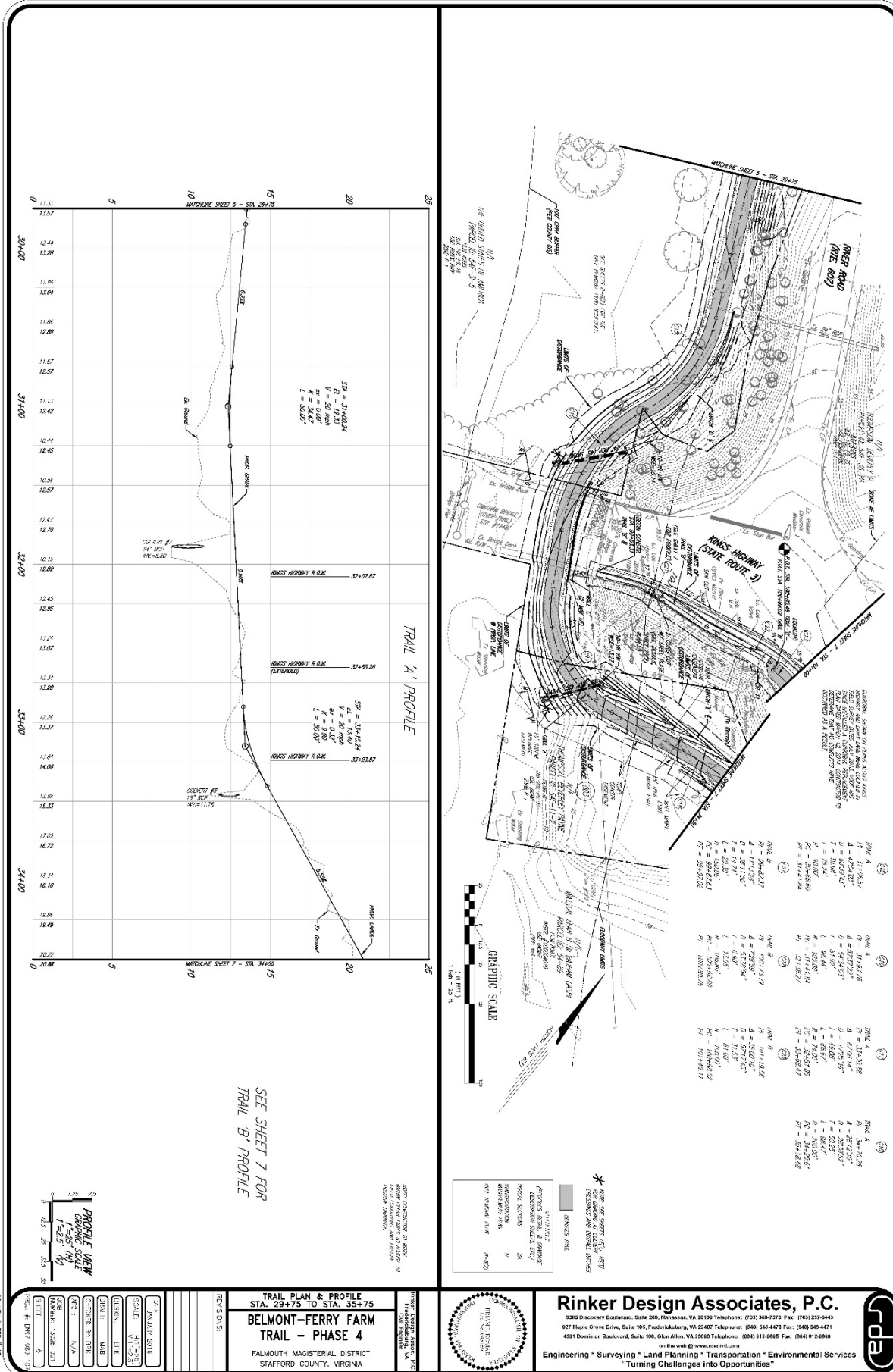
Rinker Design Associates, P.C.
8016 Discovery Boulevard, Suite 200, Manassas, VA 20109 Telephone: (703) 366-7373 Fax: (703) 367-4443
817 Maple Drive Drive, Suite 100, Fredericksburg, VA 22407 Telephone: (848) 648-4475 Fax: (848) 648-4475
4301 Dominion Boulevard, Suite 100, Glen Allen, VA 23060 Telephone: (804) 612-0666 Fax: (804) 612-0668
on the web @ www.rdaenv.com
Engineering * Surveying * Land Planning * Transportation * Environmental Services
"Turning Challenges Into Opportunities"

DRAWING NAME:



DRAWING NAME:

13028-001



ATTACHMENT E – CONTRACTOR CERTIFICATION FORM

[INSERT CONTRACTOR’S NAME] (Contractor) agrees and certifies that any contract between the Contractor and the County of Stafford, or any subcontract between the Contractor and a subcontractor, including any associated addendum, attachment, exhibit, modification, or change order thereto, whether executed in writing or not, must be consistent with the terms of the Partner Design and Construction Agreement (PDC Agreement) between the County of Stafford and the National Park Service, dated [INSERT].

The Contractor agrees and certifies that in the event of a conflict between the PDC Agreement, as it may be amended from time-to-time, and any contract or subcontract relating to the PDC Agreement to which the Contractor is a party, the terms of the PDC Agreement will control.

Nothing herein is intended to prohibit the Contractor from seeking payment from the County of Stafford in association with potential modifications to the PDC Agreement, consistent with law and the payment terms of its contract with the County of Stafford. The County of Stafford will promptly provide the Contractor with copies of any modifications to the PDC Agreement.

The Contractor agrees and certifies that it has received a copy of the PDC Agreement, dated [INSERT], and that it has reviewed that PDC Agreement. The Contractor will provide certification of receipt of any modifications to the PDC Agreement provided by the County of Stafford upon request of the County of Stafford.

Name, Title
[Partner Name]

Date

Name, Title
[Contractor Name]

Date

BOARD OF SUPERVISORS
Agenda Item

Meeting Date:	September 5, 2017
Title:	A Resolution to Authorize the County Administrator to Execute a Consent Order with the Virginia Department of Environmental Quality
Department:	Utilities
Staff Contact:	Jason Pauley, Assistant Director
Board Committee/ Other BACC:	Utilities Commission
Staff Recommendation:	Approval
Budget Impact:	\$27,664
Time Sensitivity:	Execution is needed for regulatory compliance

ATTACHMENTS:

1.	Background Report	3.	Proposed DEQ Consent Order
2.	Proposed Resolution R17-228		

X	Consent Agenda		Other Business		Unfinished Business
	Discussion		Presentation		Work Session
	New Business		Public Hearing		Add-On

REVIEW:

X	County Administrator	Thomas C. Foley
X	County Attorney (legal review only)	Rysheda M. McIlendon for CAd
X	Finance and Budget	Andrea M Light for MP

DISTRICT:	N/A
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BACKGROUND REPORT

The Virginia Department of Environmental Quality (DEQ) has issued a State Water Control Board Enforcement Action-Order by Consent (Consent Order) to the Stafford County Board of Supervisors for the Aquia Wastewater Treatment Plant and the Little Falls Run Wastewater Treatment Plant in response to four sewage overflows in 2016.

The first two overflows occurred on July 5, 2016 and September 29, 2016, at the Claiborne Run Pump Station due to overloading of the system beyond its capacity as a result of unusually high rain events. Inflow and intrusion into the system contributed to the high flows from these rain events. These events resulted in spills which entered Claiborne Run Creek located in the Rappahannock River Basin. The third overflow on October 3, 2016, was due to a break in the Falls Run forcemain along Butler Road and Claiborne Run Creek. Crews were dispatched and promptly shut the Falls Run Pump Station down and began to haul sewage by truck tankers; however, not before the spill entered Claiborne Run Creek. The fourth overflow happened on October 4, 2016, while crews were working on the Falls Run forcemain break. The crew responded to the overflow and discovered a break in the sewer pipe in Austin Run Creek. The crew made repairs; however, not before the spill entered Austin Run Creek, located in the Potomac River Basin. The discharge of sewage into state waters violates the National Pollution Discharge Elimination Permits for the two wastewater treatment facilities.

The Consent Order (Attachment 3) requires payment of a civil charge of \$39,520 to DEQ. Utilities staff requested a 30% reduction in this civil charge, which was granted by DEQ, making the amended civil charge \$27,664. Of this amount, \$24,897.60 will be paid to the Crow's Nest Nature Preserve for a Supplementary Environmental Project (SEP) approved by DEQ, reducing the civil charge paid to DEQ to \$2,766.40. The Consent Order also requires the County to provide a plan and schedule for the Claiborne Run Force Main Upgrade Project, which is being designed to prevent future overflows at the Claiborne Run Pump Station.

At the August 8, 2017 Utilities Commission meeting, the members were made aware of this Consent Order and its placement on the Board's September 5, 2017 agenda.

Utilities is prepared to comply with the Consent Order, and recommends approval of proposed Resolution R17-228 which authorizes the County Administrator to execute the Consent Order with DEQ and pay the resulting civil charge with funds available in the Utilities FY2018 Operations budget.

PROPOSED

BOARD OF SUPERVISORS
COUNTY OF STAFFORD
STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, George L. Gordon, Jr., Government Center, Stafford, Virginia, on the 5th day of September, 2017:

MEMBERS:

Paul V. Milde, III, Chairman
Meg Bohmke, Vice Chairman
Jack R. Cavalier
Wendy E. Maurer
Laura A. Sellers
Gary F. Snellings
Robert "Bob" Thomas, Jr.

VOTE:

On motion of , seconded by , which carried by a vote of , the following was adopted:

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO
EXECUTE A CONSENT ORDER WITH THE VIRGINIA DEPARTMENT
OF ENVIRONMENTAL QUALITY

WHEREAS, the Virginia Department of Environmental Quality (DEQ) issued a State Water Control Board Enforcement Action-Order by Consent (Consent Order) related to unauthorized discharges of wastewater into state waters that occurred in 2016 due to the Claiborne Run Pump Station being overloaded beyond its capacity due to rain water intrusion, the Falls Run forcemain break, and the Austin Run interceptor sewer break; and

WHEREAS, the Consent Order includes a civil charge of \$39,520, payable to DEQ, as compensation for potential environmental damages incurred as a result of these discharges; and

WHEREAS, per the DEQ enforcement manual, staff requested and received a 30% reduction in the civil charges to \$27,664, which DEQ has included in the final Consent Order; and

WHEREAS, the DEQ enforcement manual also allows the applicant to request 90% of the funds be used for a Supplemental Environmental Project, such as a direct donation to the Crow's Nest Nature Preserve in Stafford County; and

WHEREAS, the Board believes donating to the Crow's Nest Nature Preserve in this manner would be in the best interest of the County; and

WHEREAS, the Consent Order also requires that the County to provide a plan and schedule for the Claiborne Run Forcemain Upgrade Project to DEQ for review and approval; and

WHEREAS, the Utilities Department is prepared to comply with the Consent Order, and funds are available in the Utilities FY2018 Operations budget to pay the civil charge and Supplemental Environmental Project costs;

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 5th day of September, 2017, that the County Administrator be and he hereby is authorized to execute the Consent Order with the Virginia Department of Environmental Quality with an agreement to pay a civil charge and Supplemental Environmental Project costs not to exceed Twenty-Seven Thousand Six Hundred Sixty-Four Dollars (\$27,664); and

BE IT FURTHER RESOLVED that Supplemental Environmental Project selected to receive the allowable portion of the civil charge is the Crow's Nest Nature Preserve in Stafford, Virginia.

TCF:JMP:cab



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

NORTHERN REGIONAL OFFICE

13901 Crown Court, Woodbridge, Virginia 22193

(703) 583-3800

www.deq.virginia.gov

Molly Joseph Ward
Secretary of Natural Resources

David K. Paylor
Director

Thomas A. Faha
Regional Director

**STATE WATER CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
STAFFORD COUNTY BOARD OF SUPERVISORS
FOR
SANITARY SEWER COLLECTION SYSTEMS
ASSOCIATED WITH
THE
AQUIA WASTEWATER TREATMENT FACILITY
VPDES PERMIT NO. VA0060968
AND
THE
LITTLE FALLS RUN WASTEWATER TREATMENT PLANT
VPDES PERMIT NO. VA0076392**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.15, between the State Water Control Board and the Stafford County Board of Supervisors, regarding the Sanitary Sewer Collection Systems associated with the Little Falls Run Wastewater Treatment Plant and the Aquia Wastewater Treatment Facility for the purpose of resolving certain violations of State Water Control Law and the applicable permits and regulation.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "305(b) report" means the report required by Section 305(b) of the Clean Water Act (33 United States Code § 1315(b)), and Va. Code § 62.1-44.19:5 for providing Congress and

Consent Order

Stafford County Board of Supervisors / Sanitary Collection Systems associated with the Little Falls Run WWTP and Aquia WWTF

VPDES Nos.: VA0076392 & VA0060968

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the public an accurate and comprehensive assessment of the quality of State surface waters.

2. “Aquia Facility” means the Aquia Wastewater Treatment Facility located at 75 Coal Landing Road, Stafford, Stafford County, Virginia, which treats and discharges treated sewage from domestic, commercial, and light industrial sources.
3. “Aquia Permit” means VPDES Permit No. VA0060968, which was issued under the State Water Control Law and the Regulation to the Stafford County Board of Supervisors on November 20, 2013, and which expires on November 19, 2018.
4. Board” means the State Water Control Board, a permanent citizens’ board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
5. “Collection System” means the sanitary sewer collection system owned by Stafford County.
6. “County” means the Stafford County Board of Supervisors, the governing body of a political subdivision of the Commonwealth of Virginia. The Stafford County Board of Supervisors is a “person” within the meaning of Va. Code § 62.1-44.3.
7. “Department” or “DEQ” means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
8. “Director” means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
9. “Discharge” means discharge of a pollutant. 9 VAC 25-31-10.
10. “Discharge of a pollutant” when used with reference to the requirements of the VPDES permit program means:
 - a. Any addition of any pollutant or combination of pollutants to surface waters from any point source; or
 - b. Any addition of any pollutant or combination of pollutants to the waters of the contiguous zone or the ocean from any point source other than a vessel or other floating craft which is being used as a means of transportation.
11. “Effluent” means wastewater – treated or untreated – that flows out of a treatment plant, sewer, or industrial outfall.
12. “IR” means Incident Report.

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Stafford County Board of Supervisors / Sanitary Collection Systems associated with the Little Falls Run WWTP and Aquia WWTF

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13. "Little Falls Facility" means the Little Falls Run Wastewater Treatment Plant located at 100 Michael Scott Lane, Fredericksburg, Stafford County, Virginia, which treats and discharges treated sewage from domestic, commercial, and light industrial sources.
14. "Little Falls Permit" means VPDES Permit No. VA0076392, which was issued under the State Water Control Law and the Regulation to the Stafford County Board of Supervisors on October 1, 2015, and which expires on September 30, 2020.
15. "MGD" means million gallons per day.
16. "NOV" "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
17. "NRO" means the Northern Regional Office of DEQ, located in Woodbridge, Virginia.
18. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.
19. "Pollutant" means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 USC § 2011 *et seq.*), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water... 9 VAC 25-31-10.
20. "Pollution" means such alteration of the physical, chemical, or biological properties of any state waters as will or is likely to create a nuisance or render such waters (a) harmful or detrimental or injurious to the public health, safety, or welfare or to the health of animals, fish, or aquatic life; (b) unsuitable with reasonable treatment for use as present or possible future sources of public water supply; or (c) unsuitable for recreational, commercial, industrial, agricultural, or other reasonable uses, provided that (i) an alteration of the physical, chemical, or biological property of state waters or a discharge or deposit of sewage, industrial wastes or other wastes to state waters by any owner which by itself is not sufficient to cause pollution but which, in combination with such alteration of or discharge or deposit to state waters by other owners, is sufficient to cause pollution; (ii) the discharge of untreated sewage by any owner into state waters; and (iii) contributing to the contravention of standards of water quality duly established by the Board, are "pollution." Va. Code § 62.1-44.3.
21. "Regulation" means the VPDES Permit Regulation, 9 VAC 25-31-10 *et seq.*
22. "SSO" means Sanitary Sewer Overflow, a discharge from a collection system.
23. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code.

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24. "State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3.
25. "Va. Code" means the Code of Virginia (1950), as amended.
26. "VAC" means the Virginia Administrative Code.
27. "VPDES" means Virginia Pollutant Discharge Elimination System.
28. "Warning Letter" or "WL" means a type of Notice of Violation under Va. Code § 62.1-44.15.

SECTION C: Findings of Fact and Conclusions of Law

1. Stafford County owns and operates the Little Falls Facility located in Stafford County, Virginia. The Little Falls Permit authorizes the County to discharge treated sewage from domestic, commercial, and light industrial sources solely from the Little Falls Facility, to the Rappahannock River, in strict compliance with the terms and conditions of the Permit. The design flow of the Facility is 8.0 MGD.
2. Claiborne Run is located within the Rappahannock River Basin. The segment of Claiborne Run which has received discharges from the collection system is listed in DEQ's 2014 305(b)/303(d) Integrated Report as not supporting fish consumption, due to PCBs. A bacteria TMDL was completed and approved by EPA on May 5, 2008.
3. On July 5, 2016, the County reported the discharge of approximately 36,000 gallons of raw sewage into Claiborne Run due to hydraulic overloading of the system collection system infrastructure. This incident was assigned IR#2017-N-0059.
4. On September 29, 2016, the County reported the discharge of approximately 7,500 gallons of raw sewage into Claiborne Run due to hydraulic overloading of the system collection system infrastructure. This incident was assigned IR#2017-N-0937.
5. On October 3, 2016, the County reported the discharge of approximately 909,750 gallons of raw sewage into Claiborne Run due to a collection system infrastructure failure. This incident was assigned IR#2017-N-0986.
6. The Little Falls Permit at Part II.F states: "Except in compliance with this permit, or another permit issued by the Board, it shall be unlawful for any person to: 1. Discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances; or 2. Otherwise alter the physical, chemical, or biological properties of such state waters and make them detrimental to the public health, or to animal or aquatic life,

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or to the use of such waters for domestic or industrial consumption, or for recreation, or for other uses.”

5. As a result of the reported July 5, 2016 SSO, described in section C(3) above, DEQ issued a NOV, No. W2016-09-N-0003, to the County, dated September 28, 2016.
6. As a result of the reported September 29, 2016 SSO, described in section C(4) above, DEQ issued a NOV, No. W2016-11-N-0009, to the County, dated November 16, 2016.
7. As a result of the reported October 3, 2016 SSO, described in section C(5) above, DEQ issued a NOV, No. W2016-12-N-0007, to the County, dated December 20, 2016.
8. On October 12, 2016, the County responded to the September 28, 2016, NOV. The response letter stated that this SSO was due to hydraulic overloading of the system collection system infrastructure, caused by excessive flows, following a significant rainfall, exceeding the designed pumping capacity of the Claiborne Run Sewage Pumping Station.
9. In addition the County stated in the October 12, 2016, response letter that a Claiborne Run Sewage Pumping Station upgrade project had been awarded for design this fiscal year, with construction in Fiscal Year 2018.
10. On December 7, 2016, the County responded to the November 16, 2016, NOV. The response letter stated that in addition to the work detailed in the October 12, 2016 letter, the County was bidding a project to replace a large section of the sewage interceptor line just above the pump station to help to protect against similar events in the future. In addition the County was investigating the possibility of changing out the pump impellers at the Claiborne Run Sewage Pumping Station to expand the maximum volume of water which can be moved during peak flow operating conditions.
11. The County owns and operates the Aquia Facility located in Stafford County, Virginia. The Aquia Permit authorizes the County to discharge treated sewage from domestic, commercial, and light industrial sources only from the Aquia Facility, to an unnamed tributary to Austin Run, in strict compliance with the terms and conditions of the Permit. The design flow of the Facility is 10.0 MGD.
12. Austin Run is located within the Potomac River Basin. The segment of Austin Run which received the discharge from the collection system is listed in DEQ's 2014 305(b)/303(d) Integrated Report for impairments to fish consumption, due to PCBs under the Tidal Potomac River PCB TMDL and for bacteria impairment under the Bacteria TMDL for Potomac River Tributaries for Stafford County.
13. On October 4, 2016, the County reported the discharge of approximately 90,000 gallons of raw sewage into Austin Run due to collection system infrastructure failure between MH 40-0116 and 40-0117. This incident was assigned IR#2017-N-1003.

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Stafford County Board of Supervisors / Sanitary Collection Systems associated with the Little Falls Run WWTP and Aquia WWTF

VPDES Nos.: VA0076392 & VA0060968

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14. The Aquia Permit at Part II.F states: “Except in compliance with this permit, or another permit issued by the Board, it shall be unlawful for any person to: 1. Discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances; or 2. Otherwise alter the physical, chemical, or biological properties of such state waters and make them detrimental to the public health, or to animal or aquatic life, or to the use of such waters for domestic or industrial consumption, or for recreation, or for other uses.”
15. As a result of the reported October 4, 2016 SSO, described in section C(13) above, DEQ issued a NOV, No. W2016-12-N-0006, to the County, dated December 20, 2016.
16. Va. Code § 62.1-44.5 states that: “[E]xcept in compliance with a certificate issued by the Board, it shall be unlawful for any person to discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances.”
17. The Regulation, at 9 VAC 25-31-50, also states that except in compliance with a VPDES permit, or another permit issued by the Board, it is unlawful to discharge into state waters sewage, industrial wastes or other wastes.
18. Va. Code § 62.1-44.5 states that a VPDES permit is a “certificate” under the statute.
19. Claiborne Run is a surface water located wholly within the Commonwealth and is a “state water” under the State Water Control Law.
20. Austin Run is a surface water located wholly within the Commonwealth and is a “state water” under the State Water Control Law.
21. Based on the SSO reports, and submitted documents, the Board concludes that the County has violated the Little Falls Permit and Va. Code § 62.1-44.5 and 9 VAC 25-31-50, by discharging untreated sewage and domestic wastes from the collection system, as described in paragraphs C(3) and C(4), and C(5) above.
22. Based on the SSO reports, and submitted documents, the Board concludes that the County has violated the Aquia Permit and Va. Code § 62.1-44.5 and 9 VAC 25-31-50, by discharging untreated sewage and domestic wastes from the collection system, as described in paragraph C(13) above.
23. In order for the County to return to compliance, DEQ staff and representatives of the County have agreed to the Schedule of Compliance, which is incorporated as Appendix A of this Order.

Consent Order

Stafford County Board of Supervisors / Sanitary Collection Systems associated with the Little Falls Run WWTP and Aquia WWTF

VPDES Nos.: VA0076392 & VA0060968

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SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 62.1-44.15, the Board orders the County, and the County agrees to:

1. Perform the actions described in Appendices A and B of this Order; and
2. Pay a civil charge \$27,664.00 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.
 - a. Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

The County shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, the County shall be liable for attorneys' fees of 30% of the amount outstanding.

- b. The County shall satisfy \$24,897.60 of the civil charge by satisfactorily completing the Supplemental Environmental Project (SEP) described in Appendix B of this Order.
 - c. The net project costs of the SEP to the County shall not be less than the amount set forth in Paragraph D.2.b. If it is, the County shall pay the remaining amount in accordance with Paragraph D.2.a of this Order, unless otherwise agreed to by the Department. "Net project cost" means the net present after-tax cost of the SEP, including tax savings, grants, and first-year cost reductions and other efficiencies realized by virtue of project implementation. If the proposed SEP is for a project for which the party will receive an identifiable tax savings (e.g., tax credits for pollution control or recycling equipment), grants, or first-year operation cost reductions or other efficiencies, the net project cost shall be reduced by those amounts. The costs of those portions of SEPs that are funded by state or federal low-interest loans, contracts, or grants shall be deducted.
 - d. By signing this Order the County certifies that it has not commenced performance of the SEP.

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Stafford County Board of Supervisors / Sanitary Collection Systems associated with the Little Falls Run WWTP and Aquia WWTF

VPDES Nos.: VA0076392 & VA0060968

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- e. The County acknowledges that it is solely responsible for completing the SEP project. Any transfer of funds, tasks, or otherwise by the County to a third party, shall not relieve the County of its responsibility to complete the SEP as described in this Order.
- f. In the event it publicizes the SEP or the SEP results, the County shall state in a prominent manner that the project is part of a settlement of an enforcement action.
- g. The Department has the sole discretion to:
 - i. Authorize any alternate, equivalent SEP proposed by the Facility; and
 - ii. Determine whether the SEP, or alternate SEP, has been completed in a satisfactory manner.
- h. Should the Department determine that the County has not completed the SEP, or alternate SEP, in a satisfactory manner, the Department shall so notify the County in writing. Within 30 days of being notified, the County shall pay the amount specified in Paragraph D.2.b, above, as provided in Paragraph D.2.a, above.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with consent of the County for good cause shown by the County, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the Facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, the County admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. The County consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. The County declares it has received fair and due process under the Administrative Process Act and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial

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Stafford County Board of Supervisors / Sanitary Collection Systems associated with the Little Falls Run WWTP and Aquia WWTF

VPDES Nos.: VA0076392 & VA0060968

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review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.

6. Failure by the County to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. The County shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. The County shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. The County shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the County intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and the County. Nevertheless, the County agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:

Consent Order

Stafford County Board of Supervisors / Sanitary Collection Systems associated with the Little Falls Run WWTP and Aquia WWTF

VPDES Nos.: VA0076392 & VA0060968

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- a. The Director or his designee terminates the Order after the County has completed all of the requirements of the Order;
- b. The County petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
- c. The Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to the County.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve the County from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by the County and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of the County certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind the County to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of the County.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, the County agrees to the issuance of this Order.

And it is so ORDERED this _____ day of _____, 2017.

Thomas A. Faha, NRO Regional Director
Department of Environmental Quality

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Consent Order

Stafford County Board of Supervisors / Sanitary Collection Systems associated with the Little Falls Run WWTP and
Aquia WWTF

VPDES Nos.: VA0076392 & VA0060968

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Stafford County Board of Supervisors voluntarily agrees to the issuance of this Order.

Date: _____ By: _____ , _____
(Person) (Title)

Stafford County Board of Supervisors

Commonwealth of Virginia

City/County of _____

The foregoing document was signed and acknowledged before me this _____ day of

_____, 2017, by _____ who is

of the Stafford County Board of Supervisors, on behalf of the County.

Notary Public

Registration No.

My commission expires: _____

Notary seal:

Consent Order
Stafford County Board of Supervisors / Sanitary Collection Systems associated with the Little Falls Run WWTP and
Aquia WWTF
VPDES Nos.: VA0076392 & VA0060968
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APPENDIX A SCHEDULE OF COMPLIANCE

The County shall:

A. Corrective Action:

No later than 30 days from the effective date of this Order, the County shall submit a plan and schedule for the Claiborne Run Force Main Upgrade Project to DEQ for review and approval. The DEQ approved schedule shall become an enforceable part of this Order.

B. Submissions:

Unless otherwise specified in this Order, the Town shall submit all requirements of Appendix A of this Order to:

Enforcement
Virginia Department of Environmental Quality
Northern Regional Office
13901 Crown Court
Woodbridge, VA 22193

Consent Order

Stafford County Board of Supervisors / Sanitary Collection Systems associated with the Little Falls Run WWTP and Aquia WWTF

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APPENDIX B

STAFFORD COUNTY BOARD OF SUPERVISORS SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP)

In accordance with Va. Code § 10.1-1186.2, the County shall perform the Supplemental Environmental Project (SEP) identified below in the manner specified in this Appendix. As used in this Order and Appendix, SEP means an environmentally beneficial project undertaken as partial settlement of a civil enforcement action and not otherwise required by law.

1. The SEP to be performed by the County providing \$24,897.60 to Crow's Nest Natural Area Preserve maintained by Virginia Department of Conservation and Recreation (DCR) for the specific project of improvements to approximately 600 foot section of road down to Boykin's Landing. The improvements will restore and stabilize the specific section of the road and will control erosion and help to keep sediment out of Accokeek Creek, Potomac Creek, the Potomac River and the Chesapeake Bay.
2. The SEP shall be deemed satisfied upon the completion of the road stabilization project.
3. No later than 30 days from the effective date of the Order, the County shall submit proof of the payment of the \$24,897.60 to DCR for the Crow's Nest Natural Area Preserve.
4. The County shall submit a written final report on the SEP, verifying that the SEP has been completed in accordance with the terms of this Order, and certified either by a Certified Public Accountant or by a responsible corporate officer or owner. The County shall submit the final report and certification to the Department within 30 days from the completion date of the SEP funded road stabilization project.
5. If the SEP has not or cannot be completed as described in the Order, the County shall notify DEQ in writing no later than 30 days from the execution of this Order. Such notification shall include:
 - a. an alternate SEP proposal, or
 - b. payment of the amount specified in Paragraph D.2.b as described in Paragraph D.2.a.
6. The County hereby consents to reasonable access by DEQ or its staff to property or documents under the party's control, for verifying progress or completion of the SEP.
7. The County shall submit to the Department written verification of the final overall and net project cost of the SEP in the form of invoices and proof of payment within 30 days of the project completion date. For the purposes of this submittal, net project costs can be

Consent Order

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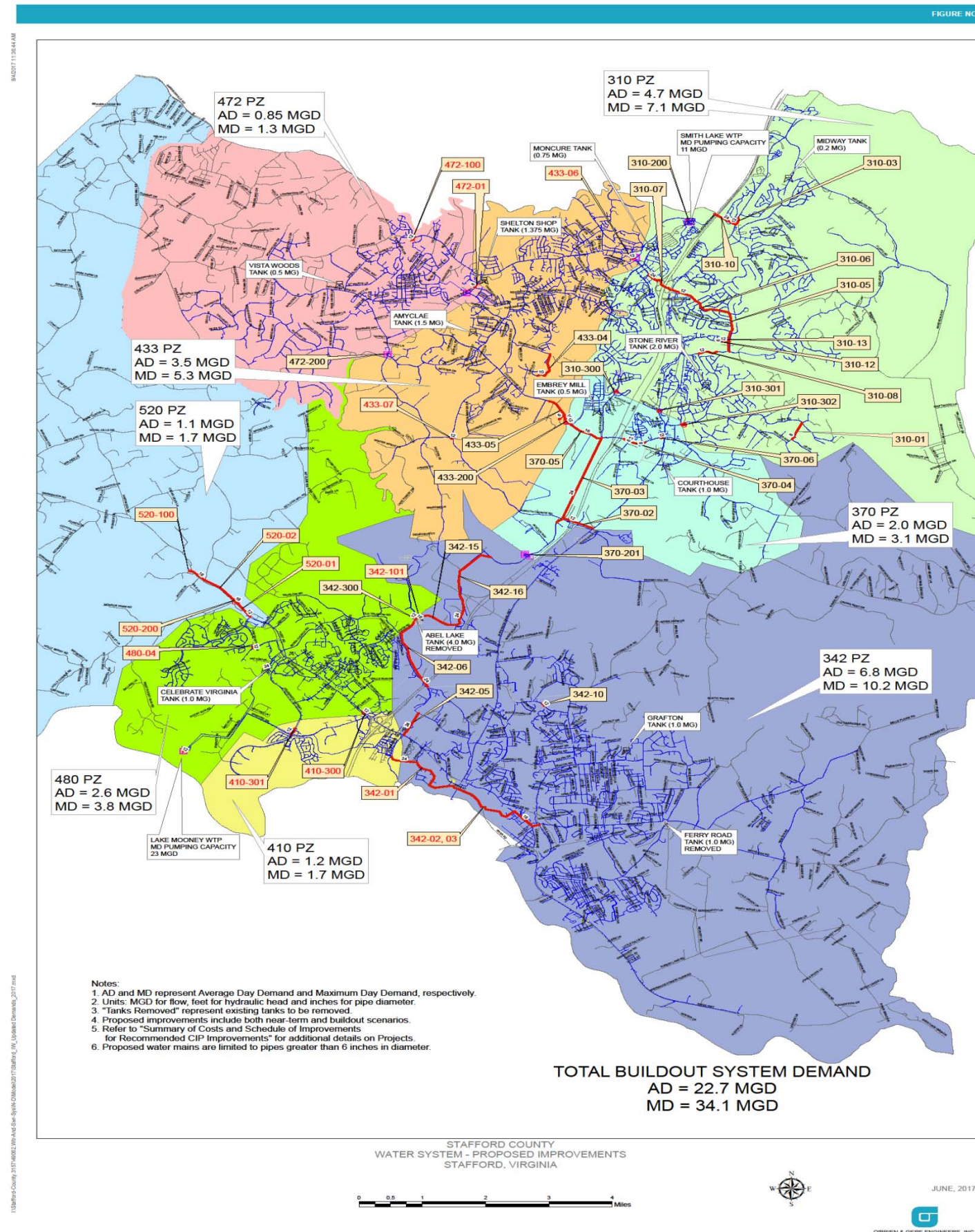
either the actual, final net project costs or the projected net project costs if such projected net project costs statement is accompanied by a CPA certification or certification from the County's Chief Financial Officer concerning the projected tax savings, grants or first-year operation cost reductions or other efficiencies.

8. Documents to be submitted to the Department, other than the civil charge payment described in Section D of the Order, shall be sent to the contact identified in Appendix A of this Order.

Stafford County Utilities Infrastructure Committee– Master Plan Update

AGENDA

- Key Objectives of Master Plan
- What has changed since last Master Plan?
- Updated System Characteristics
- Water Supply, Treatment and Regional Water Interconnection
- Overview of changes to “system” projects through buildout
- Overview of changes to 10 Year CIP



2017 Water and Sewer System Master Plan used the County's water and sewer system models to address these objectives:

Capacity

Adequate delivery capacity to meet pressure and flow criteria at customer's service and avoid sewer overflows

Fire Flow

Supply fire flow at recommended levels

Growth

Accommodate future service area development

Water Quality

Maintain water quality by looping to minimize dead-ends

Redundancy

Provide multiple points of delivery to water service areas

Reliability

Maintain reliable service through rehabilitation or replacement of water and sewer system assets



Major Changes Since 2006

Water and Sewer System Master Plan

Lower projected demands

Projected reduction of water and sewer demands due to :

- Changes in County's Comprehensive Plan and related land use
- Changes in usage patterns
- Limiting new water service outside the Urban Service Area

Proposed consolidation of pressure zones

2017 Master Plan recommends merging 320 Zone with 342 Zone and merging the 450 Zone with 472 Zone to:

- Simplify operations, reduce water quality issues from dead end lines
- Allow for decommissioning of 3 tanks



Updated System Characteristics

Updated projection of **average day** water demands

- Current: 8.6 mgd (60% Smith Lake and 40% Lake Mooney)
- Near-term (within 10 years): 11.6 mgd (50/50 split between plants)
- Build-out conditions: 22.7 mgd (60% Lake Mooney and 40% Smith Lake)
- Treated water is supplied by Smith Lake WTP in the northern pressure zones and by the new Lake Mooney WTP in southern portion of County
- Abel Lake Reservoir required for future water needs

Updated projection of **average day** sewer flows

- Current: 6.6 mgd (2.4mgd LFWTP and 4.2mgd AWT)
- Near-term (within 10 years): 7.2 mgd (3.2 mgd LFWTP and 3.9mgd AWT)
- Build-out conditions: 14.6 mgd (7.5 mgd LFWTP and 7.1 AWT)
- Sewer flows are treated by Aquia WWTP in the northern portion of the County and by Little Falls Run WWTP in southern portion of County



Water Supply, Treatment and Regional Interconnection; Wastewater Treatment

Evaluations of planned water supply and treatment needs

- Revisit safe yields for the Lake Mooney, Smith Lake and Abel Lake:
 - Determine how best to utilize Abel Lake raw water supply
- Assess current treatment capacities for Smith Lake and Lake Mooney WTP . Discuss timing of Treatment Plant Upgrades, Replacement and Expansion
- Analyze/Determine potential benefits and timing for a regional water interconnection, in collaboration with Spotsylvania County and City of Fredericksburg

Evaluations of planned wastewater treatment needs:

- Assess wastewater treatment capacities for Aquia and Little Falls Wastewater Treatment Plants and compare with peak flow projections to determine when, where and how much wastewater treatment capacity expansion is needed

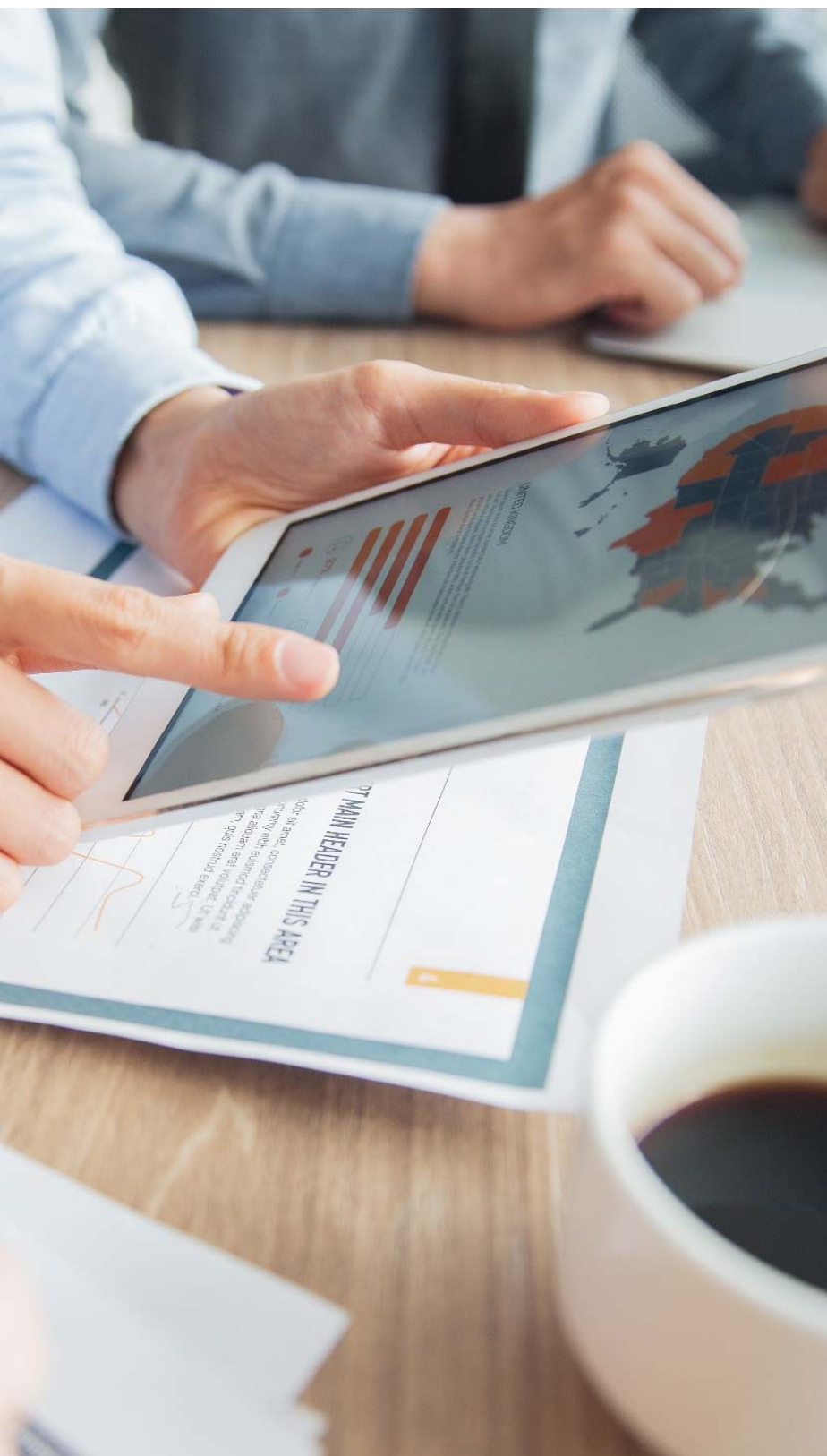




Overview of Changes to “System” Projects through Build-out

2017 Master Plan proposes 122 “system” projects with a construction cost of roughly \$142 million through Build-out

- “System” projects include new pumping and pipeline projects, but not treatment projects or maintenance projects
- Some projects shown in 2006 Master Plan may be eliminated based on changing needs and/or streamlining of system configuration
- 20 of the projects are new system projects with combined construction cost of approximately \$11 million
- Consideration of Maintenance Capital projects with the Master Plan and a focus on 3R – Renew, Replace, Rehabilitate



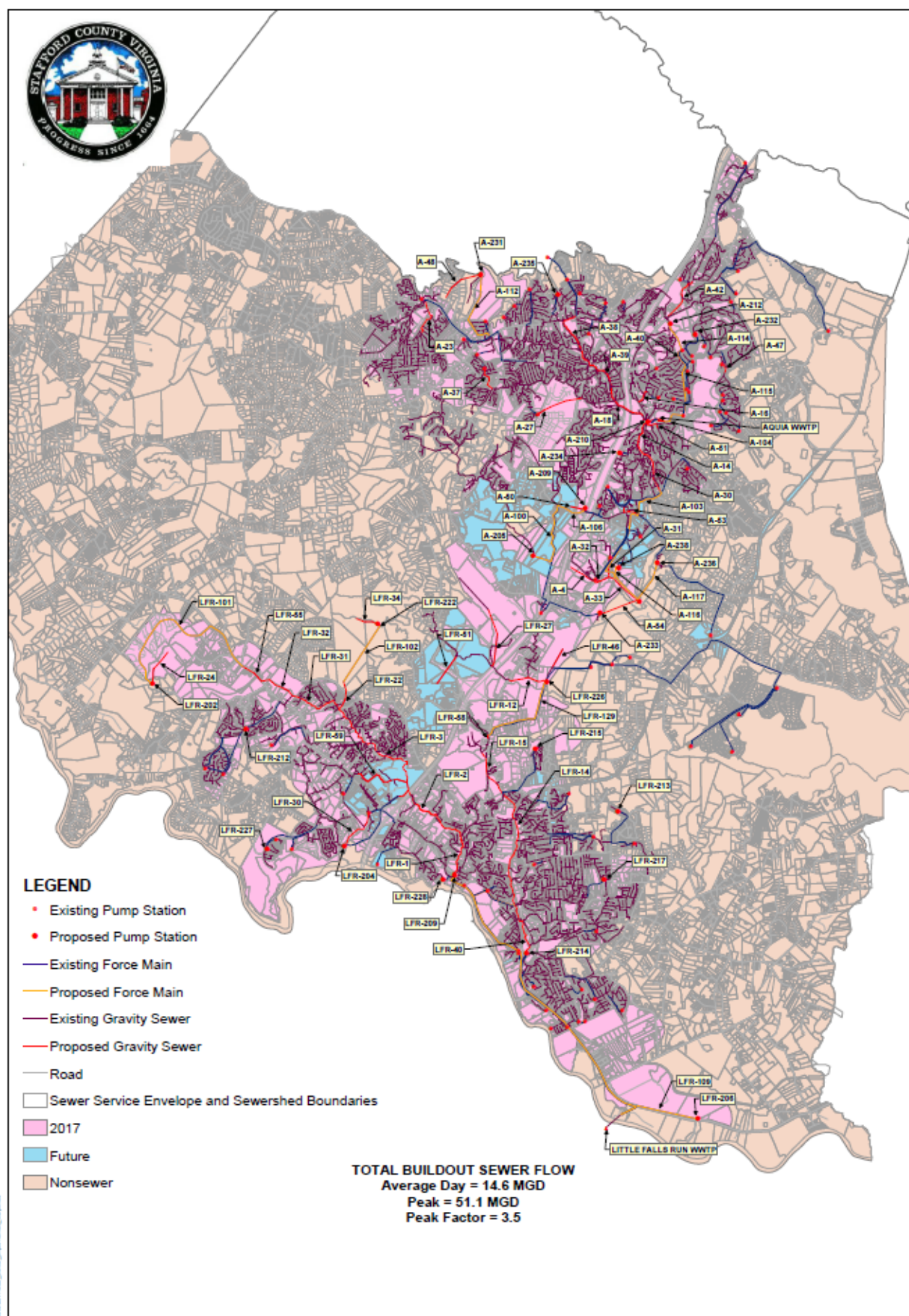
Overview of Changes to 10-Year CIP (Water)

Current CIP (FY 18-FY27) includes \$175 million of projects

- \$107 million for pumping, storage and pipeline projects
- \$68 million are for treatment expansion, regional water interconnection, and renewal and replacement type projects

Proposed CIP (FY19-FY28) considerations:

- Decrease funding for pumping, storage and pipeline projects where possible while still maintaining expansion for economic development
- Increase in renewal, replacement, and rehabilitation to address deferred maintenance and be more efficient with use of funds
- Timing and cost for treatment expansion is still under consideration



In Summary

- Key Objectives of Master Plan
- What has changed since last Master Plan?
- Updated System Characteristics
- Water Supply, Treatment and Regional Water Interconnection
- Overview of changes to “system” projects through buildout
- Overview of changes to 10 Year CIP

ANY QUESTIONS?

Original Approved Scenario

- BOS approved project 10/21/14 based on:
 - 7 applicants – reported drainfield issues
 - Approximately 2,100 linear feet of 8" pipe with associated manholes and laterals
 - Estimated cost of \$200,000 funded from Availabilities (no design completed at time of estimate and Board action)
 - The project satisfied multiple requirements of the policy; feet/property, overall length, Urban Services Area, health concerns (i.e. failing drainfields)
 - Health Department letter indicated high likelihood of continued, failing drainfield systems in the area

Current Designed Scenario

- 16 applicants (9 additional applied after approval)
- Approximately 3,300 linear feet of 8" pipe, 14 manholes, and low pressure force main connection
- Gravity flow design to reduce maintenance but pipe is deeper than originally anticipated to accommodate site constraints
- Future "potential" laterals installed via jack and bore
- \$1.7M low bid, off season bid, staff estimates costs more in line with \$750k - \$900k with current design
- No longer a neighborhood project (\$500k threshold)

Potential Modifications to Project

- Redesign Truslow Road to reduce number of parcels served: \$550K - \$850K; cost / property = \$37K - \$57K
- Redesign and integrate Snellings Lane Neighborhood Project to increase participation and reduce cost per property: \$730K - \$1M; cost / property = \$30K - \$42K
- Place Truslow Road Neighborhood Project on hold until after policy revisions are considered and adopted

Requested Guidance

- **(Policy Review)** BOS has indicated a desired review of current extension policy to consider cost/property, funding source, financial impact and customer "buy-in" (i.e. teeth)
- **(Project Designation)** Current project as designed would fall into Large Scale Project designation (current policy) but was approved as a neighborhood project
- **(Project Design)** Project scope could be reduced, but will limit potential future expansion or scope could be reworked to include Snellings Lane to reduce cost/property

Update for RFP on Broadband

Verbal update will be provided by Mike Cannon