



MEMORANDUM

DATE: January 3, 2014

TO: Daniel Galindo, Planner II (via e-mail)

CC: Alex Vanegas, CPM, Director of Public Works (via e-mail)
Patrick Sullivan, Director of Community Development (via e-mail)

FROM: Dale E. Lehnig, PE, CFM

RE: Patrick Henry College
Rezoning and Comprehensive Plan Amendment

Public Works staff has reviewed the following:

1. Application for Patrick Henry College Rezoning and Comprehensive Plan Amendment.

Based on our review, we offer the following comments:

1. The applications should reference, and include a copy of, the 2009 Infrastructure Agreement between the Town and Patrick Henry College (attached).
2. The Master Plan includes a property that is currently outside of the Town of Purcellville Town limits. The 3.01 acre parcel, PIN 453395081, is not within the Town. Please clarify this for the application.
3. It has been suggested that the pedestrian crosswalk that crosses the Berlin Turnpike just south of Patrick Henry Circle and Eastgate Drive be lighted. With this rezone and proposed additional development, please include the lighting of this crosswalk.

Mayor
Robert W. Lazaro, Jr.

Council
Gregory W. Wagner
Christopher J. Walker, III
Thomas A. Priscilla, Jr.
Stephen Varnecky
James O. Wiley
Joan Lehr



Town Manager
Robert W. Loht, Jr.

Assistant Town Manager
J. Patrick Childs

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**TOWN OF PURCELLVILLE
IN
LOUDOUN COUNTY, VIRGINIA**

RESOLUTION NO. 09-12-04

PRESENTED: December 8, 2009

ADOPTED: December 8, 2009

**A RESOLUTION: APPROVING THE PATRICK HENRY COLLEGE
INFRASTRUCTURE AGREEMENT**

WHEREAS, Patrick Henry College (the "College") has submitted an annexation application, ANX05-01, requesting annexation of a 65.77031-acre portion of its property currently located outside the corporate limits, but contiguous to the Town of Purcellville corporate limits; and

WHEREAS, the College and the Town have negotiated an Infrastructure Agreement to address the impacts of proposed expansions of the College campus on Town utility systems, as well as on transportation and storm drainage infrastructure and on Town services; and

WHEREAS, the Town Council of the Town of Purcellville held a duly advertised public hearing on ANX05-01 on December 8, 2009 to receive comment on the annexation application and the Town Council's intent to adopt an annexation ordinance; and

WHEREAS, the Town Council of the Town of Purcellville, following a review of the Property and the receipt of public comment, has determined that the annexation of the Property into the Town is in the best interests of the citizens of the Town of Purcellville; and

WHEREAS, the Annexation Agreement provides that the Town may adopt an ordinance of annexation that includes a metes and bounds description of the Property; a map showing the property to be annexed and provisions regarding utilities and other public improvements to the annexed area; and

WHEREAS, the Town and Patrick Henry College have approved the negotiated Infrastructure Agreement for the Property, which is attached hereto and incorporated by reference, and the Town has determined that sufficient infrastructure exists to serve the Property as it is currently zoned;

A RESOLUTION:

APPROVING THE PATRICK HENRY COLLEGE INFRASTRUCTURE AGREEMENT

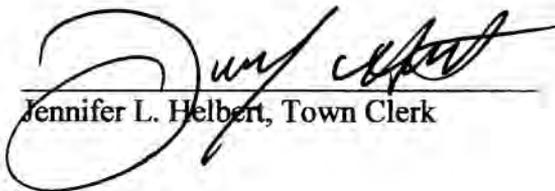
NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Purcellville hereby approves the Patrick Henry College Infrastructure Agreement dated December 7, 2009, attached hereto and made a part hereof and authorizes the Mayor to sign the Infrastructure Agreement on behalf of the Town Council.

PASSED THIS 8th DAY OF DECEMBER 2009.



Robert W. Lazo, Jr., Mayor
Town of Purcellville

ATTEST:



Jennifer L. Helbert, Town Clerk

PATRICK HENRY COLLEGE
INFRASTRUCTURE AGREEMENT

THIS INFRASTRUCTURE AGREEMENT (hereinafter referred to as the "Agreement") is hereby entered into this 7th day of December, 2009 by and between PATRICK HENRY COLLEGE, a Virginia nonstock corporation (hereinafter referred to as the "College"), and the TOWN OF PURCELLVILLE, VIRGINIA, a municipal corporation, (hereinafter referred to as the "Town").

W I T N E S S E T H

WHEREAS, the College is the owner and proprietor of certain real property in the Town of Purcellville identified on the Loudoun County Tax Map as /36/////71A2/, further identified by PIN: 453-48-2745-002, containing 40.64272 acres, more or less, (hereinafter referred to as the "In-Town Parcel") as shown on plat dated February 22, 2005, and entitled "ANNEXATION PLAT," and prepared by Eric. E. Zicht of Zicht Engineering Limited, certified land surveyors; and

WHEREAS, the College is the owner and proprietor of certain real property in the County of Loudoun identified on the Loudoun County Tax Map as /36/////71A1/, further identified by PIN:453-48-2745-001, containing 65.77031 acres, more or less, (hereinafter referred to as the "JLMA Parcel") that is immediately adjacent to and contiguous with the In-Town Parcel as shown on plat dated February 22, 2005, and entitled "ANNEXATION PLAT," and prepared by Eric. E. Zicht of Zicht Engineering Limited, certified land surveyors; and

WHEREAS, the In-Town Parcel, and the JLMA Parcel, together comprise the contiguous geographical area identified as the College's campus (hereinafter referred to as the "Property"); and

WHEREAS, a WATER AND SEWER AGREEMENT, executed on December 9, 1997, guarantees 18,000 gallons per day of water and sewer capacity and availability for the buildings and uses shown on the Concept Plan approved by the Purcellville Town Council on the In-Town Parcel as part of RZ98-1 and SUP98-2 prepared by Clint Good Architects, et al, dated October 30, 1998; further revised by PCA05-01 approving the revised "Patrick Henry College Student Life Building Campus Overview" concept plan prepared by Zicht Engineering Ltd dated as revised through November 11, 2005; and further revised through PCA07-01 approving a revised concept plan entitled, "Patrick Henry College Dorm #6 Zoning Concept Plan Amendment" prepared by Zicht & Associates, PLC and dated August 3, 2007; and

WHEREAS, a SUPPLEMENTAL WATER AND SEWER AGREEMENT was executed on February 28, 2006 to address proposed expansions to the College campus and establish methods for monitoring and reporting water use and managing breaches of the 18,000 gallon per day maximum limit; and

WHEREAS, the current Proffered Zoning Map Amendment and Special Use Permit on the In-Town Parcel, RZ98-1 and SUP98-2, allow the College to grow to a size capable of serving 600 students by 2011; and

WHEREAS, serving up to 600 students will likely exceed the current 18,000 gallon per day maximum limit for water and sewer capacity; and

WHEREAS, the College desires to include the JLMA Parcel in its plans to develop its campus to a size capable of serving 1,600 students by 2033; and

WHEREAS, the JLMA Parcel is located within the Urban Growth Area established in the 1995 Purcellville Urban Growth Area Management Plan, and has been ruled eligible for annexation by the Joint UGA Policies Review Committee; and

WHEREAS, the 1995 Purcellville Urban Growth Area Management Plan recognizes the Town as the exclusive purveyor of water and sewer to areas within the Urban Growth Area;

WHEREAS, the College has filed an annexation application with the Town and has requested that the Town annex the JLMA parcel into the Town corporate limits.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. WATER AND SEWER SERVICE

1. The College shall be responsible for all costs and for the design and construction of the water and sewer facilities on-site and off-site needed to properly accommodate water and wastewater flows for the approved zoning uses on the Property, in accordance with all regulatory requirements, including but not limited to, all utility mains, service lines, pump stations, conveyance systems and appurtenances thereto as deemed necessary by the Town for the provision of water and sewer services to the Property. The College shall be responsible for all costs to extend to, across, and within the Property from the existing Town facilities at no expense to the Town. The College, at its own expense, shall upgrade existing Town owned facilities when deemed necessary by the Town as part of any future land development application on the Property and/or to accommodate the College's cumulative flows.
2. In the event that the College's cumulative flows on the Property for any two consecutive billing periods exceed an average of 16,200 gallons per day, the College shall commence reboring, chemical analysis, and drawdown test of the existing well on the Property identified as Loudoun County Well Permit #T50114000001. The College shall commence engineering and design and submittal of same for development of said well and treatment facilities ("facilities") to Virginia Department of Health ("VDH") municipal water supply

standards. Following VDH approval, the College shall proceed with construction of said facilities and connect them to the Town's existing municipal system at no cost to the Town. Upon completion and acceptance by the Town, said facilities shall be conveyed in fee simple at no cost to the Town by Deed of Conveyance to the Town for its perpetual use and maintenance. The conveyance shall include the requisite amount of land in and around the well, as determined by the Town, and access thereto. The construction, connection and conveyance of the water facilities described in this Paragraph 2 shall be completed prior to the issuance of any future occupancy permits for the Property.

3. At the Town's request, the College shall permit the Town to explore and locate additional water resources on the Property. In the event that additional water resources are discovered, the College shall convey such sites to the Town in fee simple at no cost to the Town. The parties agree that such sites shall be at mutually agreeable reasonable locations and sizes that do not interfere with the construction, use and operation of the College facilities.
4. In the event that the water supplies described in the Paragraphs 2 and 3 of this Agreement do not yield sufficient municipal water resources to meet the College's desired increase in capacities on the dates set forth in Paragraph 10, then the College shall make a monetary contribution sufficient to pay for the purchase of the increased gallons per day set forth in Paragraph 10, from other sources. Such payment shall be calculated based on the Town's then existing contracts, if any, to purchase raw water plus the costs of processing and producing finished water. In the event that there are no existing contracts to purchase water, then the payment shall be based on the Town's actual costs to locate raw water plus the costs of processing and producing finished water.
5. The College shall pay all applicable availability and connection fees (also referred to as "taps") assessed by the Town for connection of the approved zoning uses to the Town public water and sewer service in accordance with the Town's published fee schedule in effect at the time of application and applicable Town policies. Such fees shall be calculated by the Town based on the information submitted by the College on the Town Business Utility Forms and in this Agreement for the approved zoning uses on the Property. The cost for the purchase of such availability and connection fees associated therewith shall be as provided by the Town at the time of purchase of each tap. Taps will be allocated to the College upon payment of the availabilities and connections, and no taps shall be approved for non-College residential uses on the Property.
6. The College shall design and construct the water main loop from the Property identified by LCTM No: 453377269 ("Purcellville Gateway") across State Route 287 to connect to the existing ten (10)-inch waterline. The water main loop facilities shall be dedicated to the Town at no cost to the Town. The design construction and dedication of the loop shall be completed prior to the issuance of any future occupancy permit(s) for the Property.

7. All on-site water and sewer lines, grinder pumps, pump stations and related appurtenances on the Property shall be placed within "access easements" conveyed to the Town in a form customarily used by the Town and approved by the parties. The easements shall be conveyed free and clear of any and all liens and encumbrances at no cost to the Town.
8. All such service lines and appurtenances which shall be connected to existing Town water and sewer infrastructure shall be constructed and installed and inspected for approval according to Town standards.
9. Except as otherwise provided herein, all infrastructure on the Property shall be owned and maintained by the College. The Town shall own, operate, and maintain the developed municipal water resources, facilities and appurtenances described in Paragraphs 2 and 3 of this Agreement.
10. The Town agrees that so long as the College complies with its obligations pursuant to this Agreement, including the obligations set forth in Paragraphs 2, 3 and 4, as applicable, the water and sewer capacity and availability will be available to the College for the Property in incremental increases according to the schedule set forth below.
 - a) by August 2012, up to a "maximum average daily limit" of 25,000 gallons per day; and
 - b) by August 2016, up to a "maximum average daily limit" of 35,000 gallons per day; and
 - c) by August 2019, up to a "maximum average daily limit" of 45,000 gallons per day; and
 - d) by August 2022, up to a "maximum average daily limit" of 55,000 gallons per day; and
 - e) by August 2028, up to a "maximum average daily limit" of 65,000 gallons per day.
11. For purposes of this Agreement, "maximum average daily limit" is hereby defined as the sum of the net water use, determined by all campus water meters, in a given billing period divided by the number of days within that same billing period.
12. Each year, the College will provide a written report to the Infrastructure Committee at least one month prior to its December meeting, or the next available meeting after that, documenting the gallon per day water use for the past year, identifying any changes that have occurred over the past year that has affected the water use or any changes that are expected to occur, and expressing any issues or concerns.
13. If the "maximum average daily limit" for any two consecutive billing periods exceeds 90% of currently applicable maximum average daily limit as set forth in

Paragraphs 2 and 10 , the College will present a plan at the next Infrastructure Committee meeting demonstrating the measures they will take to ensure that the currently applicable maximum is not exceeded.

14. If the "maximum average daily limit" for any given billing period is documented to be in excess of the currently applicable maximum average daily limit guaranteed in this Agreement as set forth in Paragraphs 2 and 10, the College agrees to take the following steps immediately:
 - a) The College shall pay 200% of the normal water and sewer rate for each gallon in excess of the currently applicable maximum average daily limit.
 - b) The College shall measure and curtail its daily on-campus water use to below the currently applicable maximum average daily limit and present their plan and findings to the Infrastructure Committee at their next meeting.
 - c) The College shall cap its on-campus enrollment in the next academic year to reduce its water and sewer use to below the currently applicable maximum average daily limit.
 - d) The College and the Town shall enter into negotiations to amend this Agreement.

II. TRANSPORTATION

15. The College shall reserve the necessary right of way to accommodate the widening of State Route 287 in accordance with the Town Wide Transportation Plan.
16. The College acknowledges that related transportation improvements will be negotiated as part of land development applications on the Property. To mitigate its contributory traffic impacts, the College shall contribute financially toward and/or construct such agreed-upon transportation improvements, including applicable facilities shown on the Town Wide Transportation Plan, as in effect at the time of such land development applications.

III. DRAINAGE

17. The College shall design and construct all storm water utility facilities necessitated by future land development applications on the Property using low impact design and other environmentally sustainable development practices, as determined by the Town, in conformance with regulations in effect at the time of plan submissions.
18. Notwithstanding any tax-exempt status of the Property, the College shall be subject to the imposition of assessments and fees for the Town's storm water

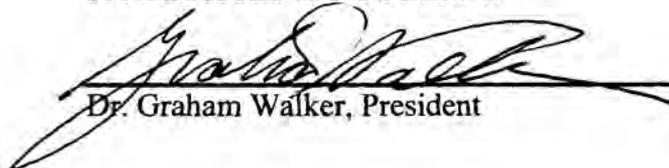
management program as adopted.

IV. GENERAL

19. Each fiscal year, College shall make a payment of at least \$2,500 to the Town to cover the reasonable costs of the Town providing police and other municipal services to the College. Such payment shall be in addition to user fees paid by the College including but not limited to water/sewer fees/charges and land development fees. The Town shall calculate the costs of providing such services on an annual basis and provide such analysis/calculations to the College, and the College shall pay the annual amount no later than June 30 of each fiscal year or ninety (90) days after the College's receipt of the analysis/calculations, whichever occurs later.
20. In the event that any provision in this Agreement conflicts with a land development/subdivision control, previous water/sewer agreement, zoning and/or other statute, ordinance or regulation, then the stricter provision shall apply.
21. In the event that the College is in default of any obligation under this Agreement, which default is not cured within ninety (90) days after written notice of said default by the Town of Purcellville, the Town shall not be obligated to increase water and sewer availability as set out herein until such default is cured.
22. This Agreement shall remain in full force and effect after annexation of the JLMA Parcel, if annexed, and shall be binding upon the successors and assigns of the parties hereto. Provided, however, that this Agreement shall not be assigned by the College without the prior written consent of the Town.
23. Execution of this Agreement shall supersede and replace any and all previous WATER AND SEWER AGREEMENTS and SUPPLEMENTAL WATER AND SEWER AGREEMENTS between the parties rendering any and all such previous WATER AND SEWER AGREEMENTS and SUPPLEMENTAL WATER AND SEWER AGREEMENTS null and void; provided however, that any outstanding land use approval commitments and Water and Sewer Agreement commitments that have not yet been performed as of the date of execution of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed after a vote of its members and by resolution of the Town Council.

PATRICK HENRY COLLEGE



Dr. Graham Walker, President

TOWN OF PURCELLVILLE

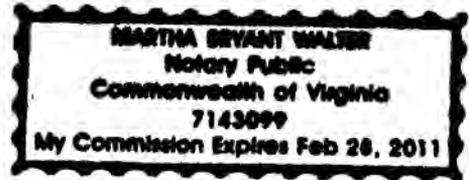
Robert W. Lazaro, Jr.
Robert W. Lazaro, Jr., Mayor

STATE OF VIRGINIA
COUNTY OF LOUDOUN, To-wit

I, the undersigned Notary Public, in and for the jurisdictions aforesaid, do hereby certify that Dr. Graham Walker, whose name as President of Patrick Henry College is signed to the foregoing Agreement, has this 7th day of December, 2009, appeared before me and personally acknowledged the same in my jurisdiction aforesaid, and has made oath that the same was executed on behalf of Patrick Henry College and by its authority.

Martha Bryant Walter
Notary Public

My Commission Expires: 2/28/2011



STATE OF VIRGINIA
COUNTY OF LOUDOUN, To-wit

I, the undersigned Notary Public, in and for the jurisdictions aforesaid, do hereby certify that Robert W. Lazaro, Jr., whose name as Mayor of The Town of Purcellville is signed to the foregoing Agreement, has this 8th day of December, 2009, appeared before me and personally acknowledged the same in my jurisdiction aforesaid, and has made oath that the same was executed on behalf of the Town of Purcellville and by its authority.

[Signature]
Notary Public

My Commission Expires: 4/30/13

