

## **Appendix A**

### Official Public Record of the Town of New Market – Shenandoah County Proposed Voluntary Settlement Agreement

Prepared by the Commission on Local Government

May 2023

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**Section 1**

**Submission by the Parties to the Commission on Local Government**

**October 28, 2022**

**1A** – Notice of Shenandoah County and the Town of New Market of their Intention to Enter into a  
Voluntary Settlement Agreement

**1B** – Joint Resolution of Shenandoah County and the Town of New Market

**1C** – Second Amended Voluntary Settlement Agreement Between the Town of New Market and  
Shenandoah County

**1D** – Amendment to Second Amended Voluntary Settlement Agreement Between the Town of New  
Market and Shenandoah County

**1E** – Correspondence Regarding the VSA Amendment

**VIRGINIA:**

**BEFORE THE COMMISSION ON LOCAL GOVERNMENT**

**RE: AMENDMENT TO SECOND  
AMENDED VOLUNTARY  
SETTLEMENT AGREEMENT  
BETWEEN THE TOWN OF  
NEW MARKET AND  
SHENANDOAH COUNTY**

**NOTICE OF THE COUNTY OF SHENANDOAH, VIRGINIA AND THE  
TOWN OF NEW MARKET, VIRGINIA OF THEIR INTENTION TO  
PETITION FOR THE APPROVAL OF AN AMENDMENT TO SECOND  
AMENDED VOLUNTARY SETTLEMENT AGREEMENT BETWEEN  
THE TOWN OF NEW MARKET AND SHENANDOAH COUNTY**

Pursuant to § 15.2-3400 of the Virginia Code, and § 1 Virginia Administrative Code (“VAC”) 50-20-230, the County of Shenandoah, Virginia (the “County”), and the Town of New Market, Virginia (the “Town”), by their counsel, hereby notify the Commission on Local Government (the “Commission”), and all Virginia local governments contiguous to, or sharing any function, revenue, or tax source with the County or the Town, of their intention to refer an Amendment to Second Amended Voluntary Settlement Agreement Between the Town of New Market and Shenandoah County (the “VSA Amendment”), to the Commission, and to approve and give full force and effect to the VSA Amendment. In support of this Notice, the Parties state the following:

1. On the 15<sup>th</sup> day of March, 2012, the County and the Town entered into a Second Amended Voluntary Settlement Agreement between the Town of New Market and Shenandoah County (the “VSA”), **Exhibit 1**.
2. The VSA was affirmed by order of a special three judge panel pursuant to Code of Virginia § 15.2-3400 on May 1, 2012.



3. The VSA provided that the Town could annex from time to time by Town ordinance portions of land containing a total of approximately 1918 acres known as the Future Growth Area subject to certain terms in the VSA.

4. One of those VSA terms is that the land use in the Future Growth Area shall be in conformity with the Future Land Use Map attached to the VSA as exhibit B, as further described in section 3 of the VSA.

5. During the ten years since the VSA was adopted, no development has occurred in the Future Growth Area, and no territory has been annexed by the Town. In addition, the Shenandoah Valley Battlefields Foundation has purchased or obtained conservation easements over portions of the Future Growth Area, limiting the Town's growth within those originally conceived areas.

6. The parties wish to allow additional future uses of the areas to be annexed through the substitution of a new exhibit B-1, which provides for additional uses in two areas of the Future Growth Area. The two amendments are in the bottom of exhibit B-1 to the VSA Amendment, as hereinafter defined, and are marked Houses/Townhouses/PUD.

7. The parties also wish to add flexibility to the VSA in order to allow possible additional amendments to the uses permitted in the Future Growth Area and to the VSA by mutual consent of the Town and County, but without the necessity of instituting court action pursuant to Code of Virginia § 15.2-3400.

8. In order to begin the process of amending the VSA, following open meetings of both parties, the governing bodies of both parties have approved and both parties have executed an Amendment to Second Amended Voluntary Settlement Agreement Between the Town of New Market and Shenandoah County (the "VSA Amendment"), **Exhibit 2**.

9. Although the future growth area maps attached to both the VSA and the VSA Amendment reference growth into Rockingham County, the County and the Town recognize and agree that neither the VSA nor, should it become effective, the VSA Amendment allow annexation of portions of Rockingham County as Rockingham County is not a party to either agreement, and such annexation would require a court order that neither the County nor the Town are seeking.

10. Code of Virginia § 15.2-3400 provides that the VSA Amendment shall not become effective until all of the provisions of such section are complied with, which includes submission to the Commission, receipt of the Commission’s recommendations, public hearings, and approval by a special three judge court.

11. Code of Virginia § 15.2-3400(3) provides if a voluntary agreement is reached that the governing bodies shall present to the Commission the proposed settlement so that, following public hearings, the Commission may report to the governing bodies their findings and recommendations.

12. 1 VAC 50-20-230 requires that referral of a proposed voluntary settlement agreement to the Commission under the provisions of Code of Virginia § 15.2-3400 shall be accompanied by resolutions, joint or separate, of the governing bodies of the localities that are parties to the proposed agreement requesting that the Commission review the agreement, stating the parties’ intention to adopt the agreement, and providing certain information to the Commission.

13. The County and the Town have passed a Joint Resolution of Shenandoah County and the Town of New Market Requesting that the Commission on Local Government Review a Proposed Amendment to the Second Amended Voluntary Settlement Agreement (the “Joint Resolution”).

14. The Joint Resolution was passed by the County on October 11, 2022 and by the Town on October 17, 2022.

15. The Parties’ have respectively designated as their principal contacts with the Commission the following individuals, who, along with the undersigned Counsel, may be contacted by the Commission or any locality to whom this Notice is sent:

COUNTY OF SHENANDOAH, VIRGINIA  
Evan Vass, County Administrator  
Shenandoah County, Virginia  
600 N. Main Street, Suite 102  
Woodstock, Virginia 22664  
Phone: (540) 459-6165  
Fax: (540) 459-6168  
Email: [evass@shenandoahcountyva.us](mailto:evass@shenandoahcountyva.us)

TOWN OF NEW MARKET, VIRGINIA  
J. Todd Walters, Town Manager  
Town of New Market, Virginia  
9418 John Sevier Road  
Post Office Box 58  
New Market, Virginia 22844  
Phone: (540) 740-3432  
Fax: (540) 740-9204  
Email: [t.walters@newmarketvirginia.com](mailto:t.walters@newmarketvirginia.com)

16. Pursuant to § 1 VAC 50-20-230(C), the Parties have mailed copies of the Notice, Joint Resolution, VSA, VSA Amendment, correspondence of 9/23/2022, and the Annotated Index to each Virginia local government contiguous with the County of Shenandoah, Virginia and/or the Town of New Market, Virginia, and each Virginia local government with which the County or Town share any function, revenue, or tax source.

17. The undersigned attorney for the parties certifies pursuant to § 1 VAC 50-20-390(L) that the source of the information provided in this Notice came from publicly available sources and was learned during the course of representation of the County and the Town. The undersigned further certifies that the material is correct within the knowledge of the submitting party.

WHEREFORE, the County of Shenandoah, Virginia and the Town of New Market, Virginia request that the Commission find that the VSA Amendment is in the best interest of the Commonwealth and that it recommends that the VSA Amendment be affirmed and given full force and effect by a special three-judge court.

Respectfully submitted this 26<sup>th</sup> day of October, 2022.

**COUNTY OF SHENANDOAH, VIRGINIA**  
**And**  
**TOWN OF NEW MARKET, VIRGINIA**  
*By Counsel*

**LITTEN & SIPE, L.L.P.**

By: \_\_\_\_\_  
Jason J. Ham

Virginia State Bar No. 41514  
410 Neff Avenue  
Harrisonburg, Virginia 22801-3434  
Telephone: (540) 434-5353  
Facsimile: (540) 434-6069  
Email: [jason.ham@littensipe.com](mailto:jason.ham@littensipe.com)

*Counsel for the County of Shenandoah, Virginia and the Town of New Market, Virginia*

## **LOCAL GOVERNMENTS NOTIFIED**

Pursuant to § 1 VAC 50-20-230(C), the Parties have mailed copies of the Notice, Joint Resolution, VSA, VSA Amendment, correspondence of 9/23/2022, and Annotated Index to each Virginia local government contiguous with the County of Shenandoah, Virginia and/or the Town of New Market, Virginia, and each Virginia local government with which the County of Shenandoah County, Virginia and/or the Town of New Market, Virginia share any function, revenue, or tax source.

### **FREDERICK COUNTY**

Michael L. Bollhoefer  
107 North Kent Street  
Winchester, Virginia 22601  
Phone: (540) 665-5666  
Facsimile: (540) 667-0370  
Email: [michael.bollhoefer@fcva.us](mailto:michael.bollhoefer@fcva.us)

Roderick B. Williams, Esq.  
107 North Kent Street  
3<sup>rd</sup> Floor  
Winchester, Virginia 22601  
Phone: (540) 722-8383  
Facsimile: (540) 667-0370  
Email: [rwillia@fcva.us](mailto:rwillia@fcva.us)

### **PAGE COUNTY**

Amity Moler  
103 South Court Street  
Suite F  
Luray, Virginia 22835  
Phone: (540) 743-4142  
Facsimile: (540) 743-4533  
Email: [amoler@pagecounty.virginia.gov](mailto:amoler@pagecounty.virginia.gov)

Bryan M. Cave, Esq.  
116 South Court Street  
Suite D  
Luray, Virginia 22835  
Phone: (540) 743-4517  
Facsimile: (540) 743-2045  
Email: [bcave@pagecounty.virginia.gov](mailto:bcave@pagecounty.virginia.gov)

### **ROCKINGHAM COUNTY**

Stephen G. King  
20 East Gay Street  
Harrisonburg, Virginia 22802  
Phone: (540) 564-3012  
Facsimile: (540) 564-3017  
Email: [sking@rockinghamcountyva.gov](mailto:sking@rockinghamcountyva.gov)

Thomas H. Miller, Jr., Esq.  
20 East Gay Street  
Harrisonburg, Virginia 22802  
Phone: (540) 564-3027  
Facsimile: (540) 564-3017  
Email: [tmiller@rockinghamcountyva.gov](mailto:tmiller@rockinghamcountyva.gov)

## WARREN COUNTY

Dr. Edwin C. Daley  
220 North Commerce Avenue  
Suite 100  
Front Royal, Virginia 22630  
Phone: (540) 636-4600  
Facsimile: (540) 636-6066  
Email: [edaley@warrencountyva.gov](mailto:edaley@warrencountyva.gov)

Jason J. Ham, Esq.  
410 Neff Avenue  
Harrisonburg, Virginia 22801  
Phone: (540) 434-5353  
Facsimile: (540) 434-6069  
Email: [jason.ham@littensipe.com](mailto:jason.ham@littensipe.com)

## TOWN OF EDINBURG

Mayor Daniel J. Harshman  
101 Town Hall Avenue  
Post Office Box 85  
Edinburg, Virginia 22824  
Phone: (540) 984-8521  
Facsimile: (540) 984-4286  
Email: [town@shentel.net](mailto:town@shentel.net)

Paul Jay Neal, Jr., Esq.  
Post Office Box 474  
Woodstock, Virginia 22664  
Phone: (540) 459-4041  
Facsimile: (540) 459-3398  
Email: [jay@pjneallaw.com](mailto:jay@pjneallaw.com)

## TOWN OF MOUNT JACKSON

Neil D. Showalter  
5901 Main Street  
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Mount Jackson, Virginia 22842  
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Paul Jay Neal, Jr., Esq.  
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Woodstock, Virginia 22664  
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Email: [jay@pjneallaw.com](mailto:jay@pjneallaw.com)

## TOWN OF STRASBURG

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174 East King Street  
Strasburg, Virginia 22657  
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Facsimile: (540) 434-7832  
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## TOWN OF TOMS BROOK

Mayor Lisa Currie  
3342 South Main Street  
Post Office Box 90  
Toms Brook, Virginia 22660  
Phone: (540) 436-8000  
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Email: [mayor@tomsbrookva.net](mailto:mayor@tomsbrookva.net)

## TOWN OF WOODSTOCK

Aaron M. Grisdale  
135 North Main Street  
Woodstock, Virginia 22664  
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[aaron.grisdale@townofwoodstockva.gov](mailto:aaron.grisdale@townofwoodstockva.gov)

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Facsimile: (540) 459-3398  
Email: [jay@pjneallaw.com](mailto:jay@pjneallaw.com)

## **ANNOTATED INDEX**

The following is an annotated list of the documents, exhibits, and other materials the Parties have submitted to the Commission:

1. Joint Resolution of Shenandoah County and the Town of New Market Requesting that the Commission on Local Government Review a Proposed Amendment to the Second Amended Voluntary Settlement Agreement (the “Joint Resolution),
2. Second Amended Voluntary Settlement Agreement Between the Town of New Market and Shenandoah County, attached to the Joint Resolution as Exhibit 1.
3. Amendment to Second Amended Voluntary Settlement Agreement Between the Town of New Market and Shenandoah County, attached to the Joint Resolution as Exhibit 2.
4. Correspondence of 9/23/2022 from Jason Ham to LeGrand Northcutt, Esquire regarding the VSA Amendment.

## **RESOLUTION #: 245**

### **JOINT RESOLUTION OF SHENANDOAH COUNTY AND THE TOWN OF NEW MARKET REQUESTING THAT THE COMMISSION ON LOCAL GOVERNMENT REVIEW A PROPOSED AMENDMENT TO THE SECOND AMENDED VOLUNTARY SETTLEMENT AGREEMENT**

**WHEREAS**, on the 15<sup>th</sup> day of March, 2012, Shenandoah County, Virginia (the "County") and the Town of New Market, Virginia (the "Town") entered into a Second Amended Voluntary Settlement Agreement between the Town of New Market and Shenandoah County (the "VSA"), Exhibit 1; and

**WHEREAS**, the VSA was affirmed by order of a special three judge panel pursuant to Code of Virginia § 15.2-3400 on May 1, 2012; and

**WHEREAS**, the VSA provided that the Town could annex from time to time by Town ordinance portions of land containing a total of approximately 1918 acres known as the Future Growth Area subject to certain terms in the VSA; and

**WHEREAS**, one of those VSA terms is that the land use in the Future Growth Area shall be in conformity with the Future Land Use Map attached to the VSA as exhibit B, as further described in section 3 of the VSA; and

**WHEREAS**, during the ten years since the VSA was adopted, no development has occurred in the Future Growth Area, and no territory has been annexed by the Town. In addition, the Shenandoah Valley Battlefields Foundation has purchased or obtained conservation easements over portions of the Future Growth Area, limiting the Town's growth within those originally conceived areas; and

**WHEREAS**, the parties wish to allow additional future uses of the areas to be annexed through the substitution of a new exhibit B-1, which provides for additional uses in two areas of the Future Growth Area. The two amendments are in the bottom of exhibit B-1 to the VSA Amendment, and are marked Houses/Townhouses/PUD; and

**WHEREAS**, the parties also wish to add flexibility to the VSA in order to allow possible additional amendments to the uses permitted in the Future Growth Area and to the VSA by mutual



consent of the Town and County, but without the necessity of instituting court action pursuant to Code of Virginia § 15.2-3400; and

**WHEREAS**, in order to begin the process of amending the VSA, following open meetings of both parties, the governing bodies of both parties have approved and both parties have executed an Amendment to Second Amended Voluntary Settlement Agreement Between the Town of New Market and Shenandoah County (the "VSA Amendment"), **Exhibit 2**; and

**WHEREAS**, Code of Virginia § 15.2-3400(6) provides that the VSA Amendment shall not become binding on the parties until affirmed by a special three judge panel after compliance with all provisions of Code of Virginia § 15.2-3400; and

**WHEREAS**, Code of Virginia § 15.2-3400(3) provides if a voluntary agreement is reached that the governing bodies shall present to the Commission on Local Government (the "Commission") the proposed settlement so that, following public hearings, the Commission may report to the governing bodies their findings and recommendations; and

**WHEREAS**, 1VAC50-20-230 requires that referral of a proposed voluntary settlement agreement to the Commission under the provisions of Code of Virginia § 15.2-3400 shall be accompanied by resolutions, joint or separate, of the governing bodies of the localities that are parties to the proposed agreement requesting that the Commission review the agreement, stating the parties' intention to adopt the agreement, and providing certain information to the Commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SHENANDOAH COUNTY, VIRGINIA AND THE TOWN COUNCIL OF THE TOWN OF NEW MARKET, VIRGINIA THAT:**

1. The County and the Town request that the Commission review the VSA Amendment and state their intention to adopt the VSA Amendment subsequent to the Commission's review.
2. The County Administrator, Town Manager and the parties' Attorney are authorized and directed to refer the VSA Amendment, together with all necessary data and materials, to the Commission and to take all other actions as may be required to accomplish the Commission's review of the VSA Amendment; and
3. The County designates the following individual as the County's contact persons for communications with the Commission regarding the review of the VSA Amendment:

Evan Vass, County Administrator  
Shenandoah County, Virginia  
600 N. Main Street, Suite 102  
Woodstock, Virginia 22664  
Phone: 540-459-6165  
Fax: 540-459-6168  
Email: [evass@shenandoahcountyva.us](mailto:evass@shenandoahcountyva.us)

4. The Town designates the following individual as the Town's contact person for communications with the Commission regarding the review of the Agreement:

J. Todd Walters, Town Manager  
Town of New Market, Virginia  
9418 John Sevier Road  
Post Office Box 58  
New Market, Virginia 22844  
Phone: 540-740-3432  
Fax: 540-740-9204  
Email: [t.walters@newmarketvirginia.com](mailto:t.walters@newmarketvirginia.com)

Adopted by the County this 11th day of October, 2022.

#### CERTIFICATE


The undersigned Chairman and Clerk of the Board of Supervisors of Shenandoah County, Virginia hereby certify that the foregoing constitutes a true and correct copy of a Joint Resolution of Shenandoah County and the Town of New Market Requesting that the Commission on Local Government Review a Proposed Amendment to the Second Amended Voluntary Settlement Agreement adopted by the Board of Supervisors at a meeting held on October 11, 2022. A record of the roll-call vote by the Board of Supervisors is as follows:


<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Karl V. Roulston, Chairman	X			
Dennis M. Morris, Vice Chairman	X			
Steven A. Baker	X			
Bradley G. Pollack		X		
Josh M. Stephens	X			
Timothy F. Taylor	X			

Date: October 11, 2022

[SEAL]

ATTEST:

  
Evan L. Vass, Clerk  
Shenandoah County, Virginia

  
Karl V. Roulston, Chairman  
Board of Supervisors of  
Shenandoah County, Virginia

Adopted by the Town this 17<sup>th</sup> day of October, 2022.

**CERTIFICATE**

The undersigned Mayor and Clerk of the Town Council of the Town of New Market, Virginia hereby certify that the foregoing constitutes a true and correct copy of a Joint Resolution of Shenandoah County and the Town of New Market Requesting that the Commission on Local Government Review a Proposed Amendment to the Second Amended Voluntary Settlement Agreement adopted by the Town Council at a meeting held on October 17, 2022. A record of the roll-call vote by the Town Council is as follows:


<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Larry Bompiani, Mayor*				
Peggy Harkness	✓			
Janice Hannah	✓			
Peter Hughes	✓			
Bob King	✓			
Daryl Watkins				✓
Scott Wymer	✓			

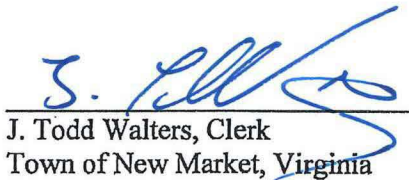
\*Mayor Bompiani votes in the event of a tie

Date: October 17, 2022

[SEAL]

ATTEST:

  
Larry Bompiani, Mayor  
Town of New Market, Virginia

  
J. Todd Walters, Clerk  
Town of New Market, Virginia



**SECOND AMENDED VOLUNTARY SETTLEMENT AGREEMENT BETWEEN  
THE TOWN OF NEW MARKET AND SHENANDOAH COUNTY**

THIS AGREEMENT is made and entered into this 15 day of MARCH, 2012, and executed in triplicate originals (each executed copy constituting an original) by and between the TOWN OF NEW MARKET, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, and the COUNTY OF SHENANDOAH, VIRGINIA, a political subdivision of the Commonwealth of Virginia.

WHEREAS, the Town and the County have reached this Agreement, pursuant to Title 15.2, Chapter 34, of the Code of Virginia, (i) providing for the annexation of certain territory of the County to the Town (ii) providing for the development of the annexation areas in accordance with a jointly approved land use map, (iii) providing for the grant of immunity to the County from annexation for a period of 20 years, and (iv) providing for the transfer of certain funds received by the Town to the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Town and the County agree as follows:

**SECTION 1**  
**DEFINITIONS**

The Town and the County hereto agree that the following words, terms, and abbreviations as used in this Agreement shall have the following defined meanings, unless the context clearly provides otherwise:

- 1.1 "Town" means the Town of New Market, Virginia.
- 1.2 "Town Council" means the Town Council of the Town of New Market, Virginia.
- 1.3 "County" means the County of Shenandoah, Virginia.

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- 1.4 "County Board of Supervisors" means the Board of Supervisors of the County of Shenandoah, Virginia.
- 1.5 "Code" means the Code of Virginia (1950), as amended. A reference to a specific Code provision shall mean that Code provision as it existed on the date of execution of this Agreement, or any successor provision should the Code be amended after execution of this agreement.
- 1.6 "Commission" means the Commission on Local Government.
- 1.7 "Special Court" means the Special Three-Judge Court appointed by the Supreme Court of Virginia pursuant to Title 15.2, Chapter 30, of the Code.
- 1.8 "Section" refers to the parts of this Agreement unless the context indicates that the reference is to sections of the Code.
- 1.9 "Subsection" refers to the parts of this Agreement set out in the various "Sections."
- 1.10 "Future Land Use Plan" refers to the written text outlining the future land use for Future Growth Area entitled "future land use plan."
- 1.11 "Future Land Use Map" attached as Exhibit B

## **SECTION 2**

### **ANNEXATION**

- 2.1 Annexation Area. The Town and the County agree to the annexation of County territory lying generally to the north, south, east and west of the existing Town corporate limits. This area is referred to as the Future Growth Area and is described by metes and bounds in Exhibit A and is depicted on the map attached as Exhibit B to this Agreement containing approximately 1,918 acres. The

annexation by the Town shall occur in strict accordance with the terms and conditions set out in Section 2 of this Agreement.

2.2 Survey of Parcels in Future Growth Area. Prior to the annexation of any parcel in the Future Growth Area, the Town shall have prepared, without expense to the County, a survey plat and metes and bounds description showing the parcel or parcels being annexed into the Town, as required by Subsection 2.5(b).

2.3 Terms and Conditions of Annexation. The Town and County agree that the Town may annex any tax parcel or parcels in the Future Growth Area by the passage of an ordinance by the Town Council, provided that either subsection 2.3 (a), 2.3 (b), or 2.3 (c) has been satisfied.

- (a) The tax parcel is deemed developed subsequent to the effective date of this Agreement, as the term "developed" is defined in Subsection 3.4; or
- (b) The tax parcel or parcels are currently being served by Town water, sewer or both; or
- (c) An owner in the Future Growth Area requests the annexation of a tax parcel or parcels in the Future Growth Area to the Town subsequent to the effective date of this Agreement; and
- (d) The tax parcel or parcels referred to in Subsections 2.3 (a), (b), and (c) of this Section that are to be annexed are either contiguous to the Town or contiguous to another tax parcel that is contiguous to the Town;
- (e) In the event annexation is sought for a tax parcel or parcels that are not contiguous to the Town but are contiguous to another tax parcel or parcels that are contiguous to the Town, the tax parcel or parcels that are not

contiguous to the Town must meet the requirements of Subsection 2.3 (a), (b), or (c) of this Section. The contiguous parcel or parcels shall also be annexed to the Town to insure that the Town remains a compact body of land.

- (f) No annexation shall include land greater than 12% of the total Future Growth Area except as otherwise noted in Section 2.4 of this agreement. The Town agrees that all such annexations shall be consistent with its Comprehensive Plan concerning growth.

2.4 Complete Annexation of Future Growth Area. When 75% of the acres in the Future Growth Area have developed as that term is defined in Subsection 3.4 of this Agreement, the Town may annex the remaining tax parcels within the Future Growth Area without regard to the 12% limitation set forth in Subsection 2.3(f) of this Agreement.

2.5 Conditions Precedent to the Town Annexing by Ordinance Pursuant to Subsections 2.1, 2.2, 2.3, and 2.4 of this Agreement. The Town shall not pass any ordinance to annex any territory in the Future Growth Area unless and until:

- (a) The Town provided the County written notice of its intent to adopt an annexation ordinance for any tax parcel or parcels in the Future Growth Area. Such notices shall be delivered at least 60 days prior to the adoption of an annexation ordinance.
- (b) The Town provides with the Annexation Notice to the County, (i) a metes and bounds description, (ii) survey plat of the tax parcel or parcels to be annexed to the Town, and (iii) a written statement of the Town's basis for annexing such tax parcel or parcels. Such written statement should include



reference to specific Subsections of this Agreement that permit such annexation.

- 2.6 Effective Date of Annexation by Ordinance. The effective date of any annexation that occurs pursuant to Section 2 of this Agreement shall be established in the Annexation Ordinance as of either June 30<sup>th</sup> or December 31<sup>st</sup>, at the discretion of the Town.
- 2.7 Extension of Municipal Services. The Town agrees to only annex such areas as can be served by water and sewer within a period of five (5) years from the date of annexation and will allow its water and sewer service to be extended to the tax parcel or parcels that are annexed to the Town on the same basis and at the same levels as such services are now or hereafter provided in areas within its current corporate limits where like conditions exist. Water and sewer services shall be extended into annexed areas only as it becomes reasonably necessary and economically feasible. Additionally, other municipal services, exclusive of water and sewer, will be extended by the Town into annexed areas on the effective date of each annexation, or as soon as practicable. All such services will be at the same level and quality as are generally available within the entire Town.

### SECTION 3 LAND USE AND ZONING IN THE FUTURE GROWTH AREA

- 3.1 Future Land Use. The Town and the County agree that the orderly development of the Future Growth Area is in the best interest of both parties. The Town and the County have agreed upon the Future Land Use Map attached hereto as Exhibit B. The Future Land Use Map depicts the types of land uses for the Future Growth Area that the Town and the County have agreed are most appropriate for the reasonably near future. The Future Land Use Map is to serve as a guide to future development as specified in Section 3 of this Agreement. The Town and the County have already amended their respective Comprehensive Plans to



incorporate the Future Land Use Map. The Town further agrees to amend their zoning ordinance to reflect the zoning districts proposed on the Future Land Use Map prior to any annexation requests.

3.2 Interim Zoning Classifications. Until such a time as a zoning classification is assigned, any unzoned land within the corporate boundaries may be used only as permitted by the regulations of the Transitional X District as set forth in the Town of New Market Zoning Ordinance.

3.3 Affirming or Rezoning of Interim Zoning Classifications.

- (a) Within six (6) months after the effective date of a Future Growth Area Annexation, the Town Council shall classify all parcels so annexed to Town zoning districts that substantially conform to the Future Land Use Plan.
- (b) After completing the herein referenced classification process, the Town Council shall then have the full discretion and power to approve or disapprove any rezoning requests, whether initiated by the property owners or the Town itself provided that the Town specifically agrees that it will only approve rezoning requests that substantially conform to the Future Land Use Plan until the terms and conditions of Subsection 3.4 of this Agreement are complied with.

3.4 Future Land Use Constraints.

- (a) The Town and the County agree that the obligations imposed on the Town Council with respect to zoning and rezoning matters as reflected in Subsections 3.1, 3.2, and 3.3 shall remain in effect and the Town Council will specifically comply with such Subsections until such time as 75% of the original undeveloped acreage in the Future Growth Area has developed.

- (b) After the development of 75% of the undeveloped acreage in the Future Growth Area, the Town Council shall have complete discretion to deal with all zoning and rezoning matters within the Future Growth Area upon the merits of each zoning application without reference to Subsections 3.1, 3.2, and 3.3.
- (c) In determining whether 75% of the acreage in the Future Growth Area is developed, the Town and the County agree that Subsection 3.4 (d) and (e) shall be followed and applicable to the 75% calculation in the Future Growth Area.
- (d) The Town and the County agree that the term "developed" as used in this Agreement for the purpose of making the 75% calculation shall mean:
  - (1) The Town and the County agree that if a residential dwelling of any kind is constructed upon any tax parcel in the Future Growth Area which contains five (5) acres or less, then that entire parcel shall be deemed developed.
  - (2) The Town and the County agree that if a residential dwelling of any kind is constructed upon any tax parcel in the Future Growth Area which contains more than five (5) acres, then only five (5) acres of that tax parcel shall be deemed developed.
  - (3) The Town and the County agree that any tax parcel in the Future Growth Area that is exclusively in commercial or industrial use shall be deemed developed in making the 75% calculation.

- (4) The Town and the County agree that any tax parcel being used for commercial or industrial activities on which agricultural operations or uses are also occurring, including the planting and harvesting of crops or plant growth of any kind, pasture, horticulture, silviculture, dairying, floriculture, or the raising of poultry and/or livestock, then the portion (or acreage) of such tax parcel being put to such agricultural uses shall be deemed undeveloped in making the 75% calculation.
- (e) The Town and the County agree that any tax parcel or part of any tax parcel used for public roads and highways or public facilities, or which lies in the 100-year flood plain shall be excluded from the total acreage in the Future Growth Area for the purposes of making the 75% calculation.
- (f) The Town agrees that properties currently shown on the Future Growth Area Map may remain in the Agricultural and Forest District as long as they remain in Shenandoah County. In the event that a tax parcel or parcels are located in the Agricultural and Forest District and the property owner has requested the property to be annexed, they must also request that the property be removed from the Agricultural and Forest District by the County and have such request approved prior to any approval of annexation by the Town. Both parties recognize that land within the Agricultural and Forest District is limited in its growth potential.
- (g) Prior to annexation, in the event of rezoning requests, special use requests, non-conforming uses or any other use situations not permitted by right in the Shenandoah County Zoning Ordinance, the County Zoning Administrator shall refer any such matter for a joint review by the County Planning Commission and the Town Planning Commission. The respective commissions may meet jointly and shall make their recommendations



jointly or severally, as each respective commission may so desire, to the County Board of Supervisors, as provided by law. The Town agrees that, provided such referrals are made in a timely fashion so as to allow adequate time for review, the Town Planning Commission shall in turn make a timely recommendation, if any, so as not to delay formal action by the County. Any such referrals by the County Zoning Administrator to the Town Planning Commission should be made no less than 10 days prior to any meeting of the Town Planning Commission during which action thereon by the Town Planning Commission is desired.

#### **SECTION 4**

#### **WAIVER OF ANNEXATION RIGHTS, IMMUNITY AND DEANNEXATION**

- 4.1 Waiver of Annexation Rights. The Town and the County agree that for a period of 20 years the Town waives all its statutory rights to annex County territory and will not initiate, institute or support any proceeding to annex territory of the County except (i) as specifically provided in Subsection 2 of this Agreement or (ii) any annexation that may be the result of a mutual agreement between the Town and the County. It is the intent of the Town and the County that the County be immune from any annexation to the Town for such 20-year period.
- 4.2 Citizen Annexation. In the event annexation proceedings are instituted by property owners or qualified voters pursuant to § 15.2-3203 of the Code or any statute similar thereto, the Town agrees that it will not support such proceedings and, if requested by the County, will oppose at no cost to the Town all such proceedings during the 20-year immunity period. The Town specifically agrees not to provide any legal assistance, engineering assistance, financial aid, or any other aid or assistance to property owners or qualified voters petitioning for annexation pursuant to Va. Code § 15.2-3203 of the Code.

**SECTION 5**  
**CASH PAYMENT TO THE COUNTY**

- 5.1 Cash Payment. It is in both the Town and County's interest that new development pay its fair share of the costs for new capital projects in the Town and County. The County agrees to run a fiscal impact model for all new developments proposed in conjunction with a property requested to be annexed into the Town to determine the county's share of fiscal impact on the County Capital Improvement Plan. The composition of the model shall be determined from time to time, within the County's reasonable discretion. The Town agrees to negotiate a pre-annexation agreement with the property owner of properties proposed to be annexed for development that stipulates the payment of cash on a per unit basis in the amount determined by the County fiscal impact model. This cash payment will be paid by the property owner after completion of the final inspection and prior to the time of the issuance of any certificate of occupancy. Such cash payments shall be made payable to the Town of New Market. The Town will forward this payment to the County within 60 days.

**SECTION 6**  
**COMMISSION AND SPECIAL COURT APPROVAL**

Commission Approval. The Town and the County have presented this proposed settlement to the Commission as required by Code of Virginia § 15.2-3400. This agreement incorporates the changes suggested in their report.

- 6.1 Special Court Approval. The Town and County agree to petition the Shenandoah County Circuit Court for an order affirming the proposed settlement.
- 6.2 Termination for Failure to Affirm and Validate and Give Full Force and Effect to This Agreement. The Town and the County agree that if this Agreement is not

affirmed by the Special Court as required by Code of Virginia § 15.2-3400 that this Agreement shall immediately terminate.

## **SECTION 7**

### **MISCELLANEOUS PROVISIONS**

- 7.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit to the Town and the County, and each of the future governing bodies of the Town and the County, and upon any successor to either the Town or the County.
- 7.2 Amendments. This Agreement may be amended, modified, or supplemented in whole or in part, by mutual agreement of the Town and the County, prior to affirmation, by a written document of equal formality and dignity, duly executed by the authorized representatives of the Town and the County.
- 7.3 Enforceability. This Agreement shall be enforceable only by the Special Court affirming, validating, and giving full force and effect to this Agreement or by a successor Special Court appointed pursuant to Title 15.2, Chapter 30 of the Code, pursuant to a declaratory judgment action initiated by either of the parties hereto to secure the performance of any provisions, covenants, conditions and terms contained in this Agreement of the Order affirming, validating, and giving full force and effect to this Agreement.
- 7.4 Standing. The Town and the County agree that each shall and does have standing to enforce any of the provisions, covenants, conditions and terms of this Agreement.
- 7.5 Conflict Waiver. The Town and County recognize that both parties are represented by Litten & Sipe, LLP and waive any conflict that this presents, including but not limited to any conflict with respect to both sides being represented by the same law firm during the affirmation procedures set forth in



Code of Virginia § 15.2-3400 and any work incidental to obtaining such required approvals of this Agreement. The parties acknowledge and agree that the material portions of this Agreement were negotiated and agreed to without the participation of Litten & Sipe, LLP, and that if a dispute arises with respect to the interpretation or performance of this Agreement that neither side may be represented by Litten & Sipe, LLP.

## SECTION 8

### RESOLUTION OF DISPUTES

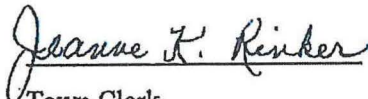
- 8.1 Should the parties have any dispute about the interpretation or performance of this agreement, the dispute will be resolved as follows:
- (a.) The Town Manager and the County Administrator will meet informally to discuss the parties' needs and concerns. They will search for solutions and, if necessary, they will seek their governing bodies' approval of any solutions developed.
  - (b.) Should the dispute not be resolved through such informal discussions, the parties agree to participate in mediation as a further effort to resolve the dispute. If such mediation shall fail to be held within sixty days of either parties' request court proceedings may commence.
  - (c.) Should both of the foregoing steps fail to lead to resolution of the dispute, the parties may bring such legal or equitable proceedings as may be proper under Virginia law. This procedure shall not prevent the institution of any legal proceeding necessary to preserve a claim.

WITNESS the following signatures and seals:


TOWN OF NEW MARKET, VIRGINIA

By:   
Mayor

ATTEST:

  
Town Clerk

COUNTY OF SHENANDOAH, VIRGINIA

By:   
Chairman of the Board of Supervisors

ATTEST:

  
Board Clerk



## EXHIBIT A

### Metes and Bounds Description of Growth Area

The following is the metes and bounds description, in layman terms, of an approximately 1,710 acre annexation area, to be described in two parts, and located adjacent to the Town of New Market, in the Lee Magisterial District of Shenandoah County, Virginia.

Beginning on Clicks Lane (Rt. 823) where it is intersected by Smith Creek (approximately 1.1 miles from Rt. 11); thence leaving Clicks Lane and following Smith Creek downstream until arriving at the southeast corner of tax map parcel 104-A-40D (106 White Mill Road); thence following said property line in a northwest direction until arriving at the western most point of tax map parcel 104-A-40A (a tractor trailer parking area on Smith Creek Road); thence following said property line in a northeast direction until the end of the gravel parking lot, thence turning east and crossing the gravel driveway, thence proceeding northeast until intersecting Smith Creek Road (Rt. 735), which becomes White Mill Road; thence following White Mill Road in a southeastern direction until arriving at the northwest corner of tax map parcel 104-A-38; thence following said property line in a northeastern direction to said property's northern most point; thence following said property line thru said property and to the northeastern corner of the adjacent property known as tax map parcel 104-A-38 (135 White Mill Road); thence following the property line of tax map parcel 104-A-15C until arriving at East Lee Highway (Rt. 211); thence following East Lee Highway in a western direction until Intersection East Old Cross Road (Rt. 1002); thence following East Old Cross Road in a western direction until arriving at a small pond at the Life Care Center of New Market; thence heading in a northeast direction until arriving at East Lee Highway; thence proceeding north across East Lee Highway and along the property line of tax map parcel 104-A-15 approximately 1,950' in a northeastern direction; then following said property line in a western direction (and crossing a small stream) until arriving at tax map parcel 104A-3-A (storm water detention pond for Horseshoe Bend Subdivision); thence proceeding northeast until arriving at the northeastern corner of tax map parcel 104A-3-17 (135 Dillon Court); thence following said property line in a northwestern direction along Horseshoe Bend Subdivision until arriving at Rt. 11; thence proceeding south along Rt. 11 until intersecting with Shipp Street (Rt. 1016); thence proceeding west on Shipp Street and across Interstate 81 until arriving at George R. Collins Memorial Parkway (Rt. 305); thence proceeding north until arriving at the northeastern corner of tax map parcel 103-A-51A (New Market Battlefield State Historical Park); then proceeding east across Interstate 81 to the southwestern corner of tax map parcel 99B-2-59 (188 Battlefield Lane); thence proceeding north along the right-of-way of Interstate 81 approximately 3,670'; thence proceeding east so as to follow the southern property line of tax map parcel 99-A-29 (3455 Old Valley Pike) until arriving at Rt. 11; thence proceeding south on Rt. 11 until arriving at intersection of Cedar Lane (Rt. 737); then proceeding along Cedar Lane in a southeastern direction approximately 0.6 miles (fork in road); thence proceeding south along the eastern property line of tax map



parcel 99-A-41 (turn right at aforementioned fork in road) until arriving at Smith Creek; thence proceeding upstream on Smith Creek until arriving at East Lee Highway; thence proceeding across East Lee Highway and following Smith Creek until arriving at the southern property line of tax map parcel 104-A-50 (2889 Smith Creek Road); thence proceeding on a straight line from said point in a southwestern direction to the eastern most point of tax map parcel 104-A-51 (open field located adjacent to and northwest of 1688 Smith Creek Road); thence proceeding south along said property line until arriving at Smith Creek Road (Rt. 620); thence following Smith Creek Road until arriving at Clicks Lane; thence proceeding north on Clicks Lane until arriving at the noted beginning point.

Beginning on Clicks Lane (Rt. 823) where it is intersected by Smith Creek (approximately 1.1 miles from Rt. 11); thence leaving Clicks Lane and following Smith Creek upstream until arriving at the Rockingham County/Shenandoah County line; thence proceeding in a northwest direction following said county line approximately 1.74 miles until arriving at the western most point of tax map parcel 103-A-81C (open field across road from 929 Miller Road; thence following said property line in a northeast direction until arriving at the southern most point of tax map parcel 103-3-59A (415 Burkholder Lane); thence proceeding along the southwestern property line until arriving at Burkholder Lane; thence following Burkholder Lane until arriving at Arthur Lane; thence proceeding east on Arthur Lane and following the existing corporate limits of the Town of New Market until arriving at Miller Lane (Rt. 619); thence proceeding north along Miller Lane until arriving at the northeastern corner of tax map parcel 103-A-72G (located just south of Shenandoah Valley Travel Association building); thence proceeding east across Interstate 81 to a point on tax map parcel 103-A-72A approximately 0.1 miles south of West Lee Street (Rt. 1007); then proceeding south and following the right-of-way of Interstate 81 until arriving at the existing corporate limits of the Town of New Market on tax map parcel 103D-4-A (directly behind 9995 Pleasant View Drive) and being a portion of the Pleasant View Subdivision; thence proceeding in a southeast direction and crossing Pleasant View Drive, Massanutten Avenue, Rt. 11 and arriving at the southern corner of the existing corporate limits located on tax map parcel 103-A-83E (open lot in front of 9892 S. Congress St.); then proceeding in a northeast direction along said property line until arriving at the Heritage Green Subdivision (open space with drainage area); then proceeding to the southeast along the boundary of the Heritage Green Subdivision and the Foothills Subdivision until arriving at the southern most corner of tax map parcel 103-A-82 (open space adjacent to 9921 Woodbine Way); thence proceeding in a northeast direction along said property line until arriving at Clicks Lane; thence proceeding southeast along Clicks Lane until arriving at the intersection of Driver Lane; thence proceeding in a northeast direction and following Driver Lane and then following the property lines of tax map parcel 103-A-95 that are adjacent to the Town of New Market and the Shenvallee Golf Course; then following the property lines of tax map parcels 103-A-94A, 103-A-94D, and 103-A-94B that are adjacent to the Town of New Market and the Shenvallee Golf Course; thence proceeding east following the rear

property lines of tax map parcels 103-A-93 (579 Clicks Lane), 103-A-92, 103-A-90, 103-A-89, 103-A-87, 103-A-86 (699 Clicks Lane) and including portions of tax map parcel 103-A-113 (Shenvalee Golf Course access ways) until arriving at the northeast corner of tax map parcel 103-A-86; thence proceeding along the southeast property line of tax map parcel 103-A-86 until arriving at Clicks Lane; thence following Clicks Lane until arriving at the noted beginning point.







**AMENDMENT TO SECOND AMENDED VOLUNTARY SETTLEMENT AGREEMENT  
BETWEEN THE TOWN OF NEW MARKET AND SHENANDOAH COUNTY**

This Amendment to the Second Amended Voluntary Settlement Agreement between the Town of New Market and Shenandoah County (the "VSA Amendment") is entered into between the Town of New Market, Virginia (the "Town") and Shenandoah County, Virginia (the "County") this 13 day of SEPTEMBER, 2022.

WHEREAS, on the 15<sup>th</sup> day of March, 2012 the Town and County entered into a Second Amended Voluntary Settlement Agreement between the Town of New Market and Shenandoah County (the "VSA Agreement"); and

WHEREAS, the VSA Agreement was affirmed by order of a special three judge panel pursuant to Code of Virginia § 15.2-3400 on May 1, 2012; and

WHEREAS, since the VSA's adoption and implementation it is the opinion of both parties that components of the areas to be annexed could be amended and remain mutually beneficial to both parties; and

WHEREAS, the parties wish to add flexibility to the VSA to allow for additional future uses of the areas to be annexed by mutual consent of the Town and County, but without the necessity of instituting court action pursuant to Code of Virginia § 15.2-3400; and

WHEREAS, the Town and County now wish to amend the VSA Agreement pursuant to this VSA Amendment.

**NOW, THEREFORE, THE PARTIES HERETO DO HEREBY AGREE THAT THE VSA AGREEMENT IS AMENDED AS FOLLOWS:**

- 1.) Section 3.1 is amended to replace Exhibit B with Exhibit B-1, as attached to this VSA Amendment.
- 2.) Section 3.4(a) is revised to add the italicized text below, so that it states as follows:

The Town and the County agree that the obligations imposed on the Town Council with respect to zoning and rezoning matters as reflected in Subsections 3.1, 3.2, and 3.3 shall remain in effect and the Town Council will specifically comply with such Subsections, *unless otherwise agreed to by the governing bodies of the Town and County after following the procedure set forth in*



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Virginia Code § 15.2-2204(A), until such time as 75% of the original undeveloped acreage in the Future Growth Area has developed.

- 3.) Section 7.2 is amended to read as follows: This Agreement may be amended by mutual agreement of the Town and the County after following the procedure set forth in Virginia Code § 15.2-2204(A). Any modifications to Exhibit B-1 should note the projected density at build out under the existing plan and the proposed modified plan.
- 4.) The parties agree in good faith to reasonably cooperate with each other during the affirmation process set forth in Code of Virginia § 15.2-3400, and agree that if this VSA Amendment is not affirmed by the special court as required by Code of Virginia § 15.2-3400 that this VSA Amendment shall immediately terminate.
- 5.) All other terms of the VSA Agreement shall remain in full force and effect, and the duration of the VSA Agreement shall not be modified by this VSA Amendment.
- 6.) The Town and County recognize that both parties are represented by Litten & Sipe, LLP and waive any conflict that this presents, including but not limited to any conflict with respect to both sides being represented by the same law firm during the affirmation procedures set forth in Code of Virginia § 15.2-3400 and any work incidental to obtaining such required approvals of this VSA Amendment. The parties acknowledge and agree that the material portions of this Agreement were negotiated and agreed to without the participation of Litten & Sipe, LLP, and that if a dispute arises with respect to the interpretation or performance of this Agreement that neither side may be represented by Litten & Sipe, LLP.

WITNESS the following signatures and seals:

TOWN OF NEW MARKET, VIRGINIA

By: Darryl A. Boyer  
Mayor

ATTEST:

S. Hill  
Town Clerk

COUNTY OF SHENANDOAH, VIRGINIA

By: Jeffrey S. [Signature]  
Chairman of the Board of Supervisors

ATTEST:

[Signature]  
Board Clerk

Approved as to legal form:

Jason Ham  
Jason Ham, County Attorney





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**Re: New Market -Shenandoah County Amendment to VSA**

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**Jason Ham** <jason.ham@littensipe.com>

Fri, Sep 23, 2022 at 9:36 AM

To: "Northcutt, LeGrand" &lt;legrand.northcutt@dhcd.virginia.gov&gt;

Cc: Evan Vass &lt;evass@shenandoahcountyva.us&gt;, Todd Walters &lt;t.walters@newmarketvirginia.com&gt;, Jordan Bowman &lt;jordan.bowman@littensipe.com&gt;

LeGrand:

Thank you for all of your assistance regarding the Amendment to the Voluntary Settlement Agreement.

We discussed my providing some background that you could share with the Commission on Local Government (the "Commission").

In 2012 Shenandoah County, Virginia (the "County") and the Town of New Market (the "Town") entered into a Second Amended Voluntary Settlement Agreement Between the Town of New Market and Shenandoah County (the "VSA").

My firm, with consent from the Town and County, represents both parties.

Per 15.2-3400, this was the second amended agreement because of feedback provided by the Commission that was incorporated into the VSA.

The VSA was approved by the Court per 15.2-3400, and the order is attached.

Both parties then adopted the VSA by ordinance, and it has been in effect since March 15, 2012.

The VSA provided that the Town could annex from time to time by Town ordinance land containing approximately 1918 acres known as the Future Growth Area subject to certain terms in the VSA.

One of those terms is that the land use in the Future Growth Area shall be in conformity with the Future Land Use Map attached to the VSA as exhibit B, as further described In section 3 of the VSA.

During the ten years since the VSA was adopted, no development has occurred in the Future Growth Area, and no territory has been annexed by the Town. In addition, the New Market Battlefield Foundation has purchased or obtained conservation easements over significant portions of the Future Growth Area, limiting the Town's growth.

The Town and County have agreed to amend the VSA, primarily to provide for a new exhibit B-1, which provides for additional uses in two areas of the Future Growth Area. The two amendments are in the bottom of the map attached to the VSA Amendment as an exhibit, and are marked Houses/Townhouses/PUD.



I have attached the VSA Amendment, which includes a new exhibit B-1.

Although the VSA Amendment has been executed by both parties, both parties understand that it does not become effective until compliance with the process set forth in 15.2-3400 has been completed.

Recognizing that this is a minor amendment which still requires time consuming compliance with 15.2-3400, the VSA Amendment also includes language designed to expedite the process of any other future amendments.

There is a developer that wants to build houses and townhouses in the Future Growth Area, which are allowed but at a density that is so low that the development is uneconomical.

As the Town has had almost no development in over ten years, the Town would like this project to proceed in a timely fashion.

For this reason, while recognizing the need for the Commission to perform its important work, the Town will do everything that it can do to expedite the process, and very much appreciates how responsive and prompt you have been with respect to this matter.

I understand that the Commission will meet to discuss this matter on November 4, 2022, and I will provide the resolutions requesting the commission to review the VSA Amendment pursuant to 1VAC50-20-230 before November 1, 2022, per our conversation.

Per our conversation of today, given the limited nature of the effect of the VSA Amendment, the only information responsive to the requirement to provide information described in 1VAC50-20-610 is this email describing the process, per subsection 8.

If there is additional information that I can provide to you, please let me know.

Cordially,

Jason J. Ham

Litten & Sipe, LLP

410 Neff Avenue

Harrisonburg, Virginia 22801

(540) 437-3064



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**3 attachments**



**VSA.pdf**  
2550K



**Order.VSA.pdf**  
382K



**VSA.Amendment.pdf**  
2705K

## **Section 2**

### **Oral Presentations of the Parties on the Proposed Voluntary Settlement Agreement**

**March 9, 2023**

**2A** – Oral Presentations and Public Hearing Agenda

**2B** – Order of Presentations and List of Witnesses

**2C** – Materials Presented by the Parties During Oral Presentations



Glenn Youngkin  
Governor

Caren Merrick  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn  
Director

### AGENDA

#### Shenandoah County and Town of New Market VSA

#### Oral Presentations & Public Hearing

#### Commission on Local Government

2:00 p.m., March 9th, 2023

New Market Town Office

9418 John Sevier Road

New Market, VA 22844

#### For the public, Microsoft Teams joining info:

Enter this URL to join the meeting:

[https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F\\_%23%2F%2Fmeetup-join%2F19%3Ameeting\\_OGFjNDI3ODItNmY4My00MDZjLWFjZGUtYTQ0MDRiOTk1MWE5%40thread.v2%2F0%3Fcontext%3D%257b%2522id%2522%253a%2522620ae5a9-4ec1-4fa0-8641-5d9f386c7309%2522%252c%2522oid%2522%253a%25223cd3642f-3ea5-49bd-b640-ac3795999550%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=b8e455ff-4ce6-4957-b144-68007bcad88a&directDl=true&msLaunch=true&enableMobilePage=false&suppressPrompt=true](https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F_%23%2F%2Fmeetup-join%2F19%3Ameeting_OGFjNDI3ODItNmY4My00MDZjLWFjZGUtYTQ0MDRiOTk1MWE5%40thread.v2%2F0%3Fcontext%3D%257b%2522id%2522%253a%2522620ae5a9-4ec1-4fa0-8641-5d9f386c7309%2522%252c%2522oid%2522%253a%25223cd3642f-3ea5-49bd-b640-ac3795999550%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=b8e455ff-4ce6-4957-b144-68007bcad88a&directDl=true&msLaunch=true&enableMobilePage=false&suppressPrompt=true)

Meeting ID: 220 827 619 929

Passcode: rbHYWi

Or call in (audio only)

+1 434-230-0065,,713486674# United States, Lynchburg

Phone Conference ID: 713 486 674#

1. Occupancy for the meeting space is limited, so the Commission encourages members of the public to observe the proceedings through the Microsoft Teams link provided above. Please contact LeGrand Northcutt (legrand.northcutt@dhcd.virginia.gov) for information on how to connect to the meeting using this method.
2. Members of the public viewing the meeting through the Microsoft Teams option are required to mute themselves during the meeting unless called upon by the Commission Chair to speak.
3. Access to meeting materials for members of the public is available on the corresponding meeting page of the [Virginia Regulatory Town Hall website](#) and on [Commonwealth Calendar](#).

### I. Call to Order

A. Welcome

(Dr. Johnson)



Virginia Department of Housing and Community Development | Partners for Better Communities  
Main Street Centre | 600 East Main Street, Suite 300 Richmond, VA 23219  
[www.dhcd.virginia.gov](http://www.dhcd.virginia.gov) | Phone (804) 371-7000 | Fax (804) 371-7090 | Virginia Relay 7-1-1

- B. Introduction of Commissioners and Staff (Dr. Johnson)
- C. Commission's Review (Mr. Northcutt)
- D. Comments by other Commission Members (Dr. Johnson)
- II. **Set Date to Close the Record**
  - A. Commission Deliberation and Action
- III. **Oral Presentations** (Parties)
  - A. Town of New Market
    - i. Opening Remarks (Mayor Bompiani)
    - ii. Presentation of VSA (Councilman Hughes)
    - iii. Questions (Town Staff)
  - B. Shenandoah County
    - i. Questions (County Staff)
- IV. **Recess until Public Hearing at 7:00 pm** (Dr. Johnson)
- V. **Reconvene for Public Hearing**
  - A. Chair's remarks (Dr. Johnson)
  - B. Public testimony (Mr. Malloy)
- VI. **Closing Remarks** (Commissioners/Staff)
- VII. **Adjourn**



Glenn Youngkin  
Governor

Caren Merrick  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn  
Director

### ORDER OF PRESENTATIONS AND LIST OF WITNESSES

#### Shenandoah County and Town of New Market VSA

#### Oral Presentation

#### Commission on Local Government

2:00-5:00 p.m., March 9th, 2023

#### New Market Town Office

9418 John Sevier Road

New Market, VA 22844

#### Town of New Market

#### Opening Remarks:

- Larry Bompiani, Mayor of New Market

#### Presentation of the Voluntary Settlement Agreement:

- Peter Hughes, Councilman
- Jason Ham, Litten & Sipe, LLP

#### Additional Town representatives available for questions:

- Peg Harkness, Council Woman
- Todd Walters, Consultant, former Town Manager
- Jason Ham, Litten & Sipe, LLP

#### Shenandoah County

#### Representatives available for questions:

- Evan Vass, county manager
- Jason Ham, Litten & Sipe, LLP



Virginia Department of Housing and Community Development | Partners for Better Communities  
Main Street Centre | 600 East Main Street, Suite 300 Richmond, VA 23219  
www.dhcd.virginia.gov | Phone (804) 371-7000 | Fax (804) 371-7090 | Virginia Relay 7-1-1

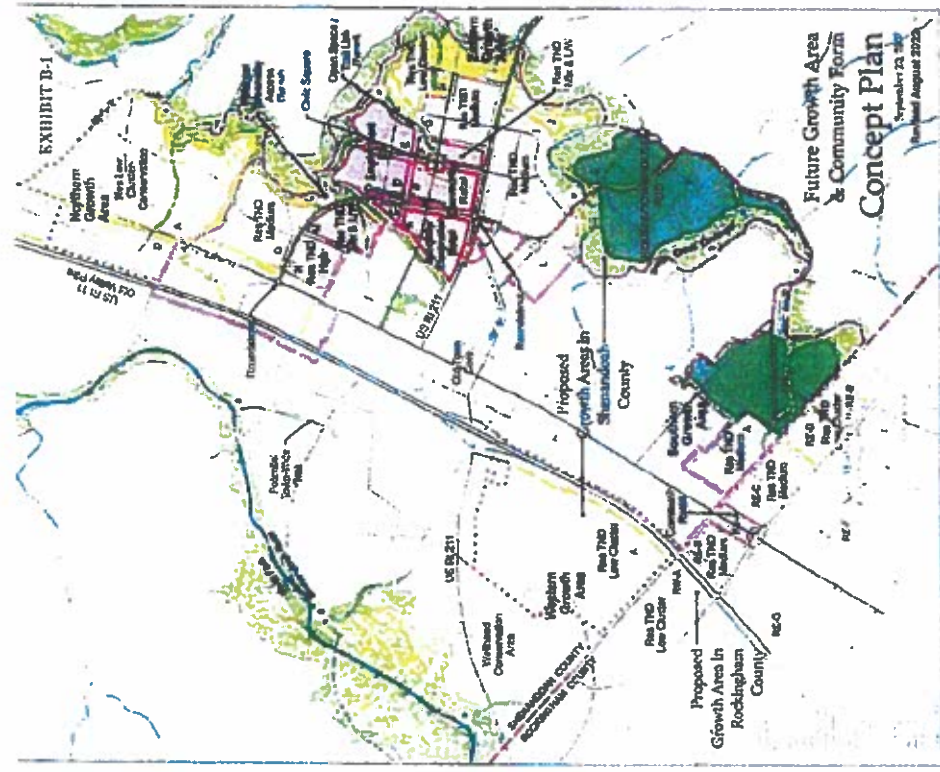
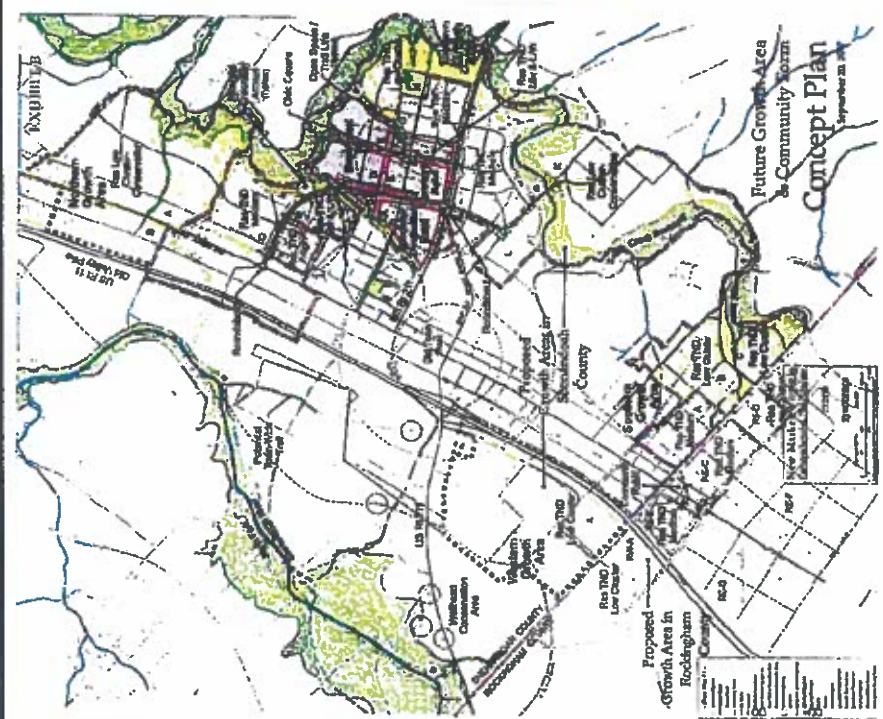




# HEARING ON THE AMENDMENT TO THE AGREEMENT OF 2012 MARCH 9, 2023

- ▶ This hearing is to review the Town of New Market and Shenandoah County's request for an amendment to the Voluntary Settlement Agreement entered into in 2012 (the "VSA"). This VSA was approved by the Town, Shenandoah County, and the Circuit Court. Changes require approval of the bodies that approved it.
- ▶ The VSA provides for a future growth area of 1918 acres, and allows the Town to annex portions of that land from time to time, after notice to the County and to residents, and after following other provisions of the VSA.
- ▶ In order to promote orderly development, the VSA only allows uses of land in the areas to be annexed that are shown on exhibit B to the VSA.
- ▶ A developer wants to develop on two parcels of land in the VSA that are limited to development of one house per every two acres on such parcels.
- ▶ The Town and County have approved and both parties have executed an Amendment to Second Amended Voluntary Settlement Agreement Between the Town of New Market and Shenandoah County (the "VSA Amendment").
- ▶ The VSA Amendment will only take effect after compliance with Code of Virginia 15.2-3400, including this referral to the Commission on Local Government, Court approval, and additional approvals following additional public hearings held by both the Town and County.
- ▶ The VSA Amendment allows for "houses/Townhouses/PUD" on the two parcels of land in the future growth area.
- ▶ The VSA Amendment also provides that the VSA Agreement can be amended by mutual agreement of the Town and County after public notice and other procedures to allow for additional land uses, by mutual consent, in the annexation areas in the future.





**AMENDMENT TO SECOND AMENDED VOLUNTARY SETTLEMENT AGREEMENT  
BETWEEN THE TOWN OF NEW MARKET AND SHENANDOAH COUNTY**

This Amendment to the Second Amended Voluntary Settlement Agreement between the Town of New Market and Shenandoah County (the "VSA Amendment") is entered into between the Town of New Market, Virginia (the "Town") and Shenandoah County, Virginia (the "County") this 13 day of SEPTEMBER, 2022.

WHEREAS, on the 15<sup>th</sup> day of March, 2012 the Town and County entered into a Second Amended Voluntary Settlement Agreement between the Town of New Market and Shenandoah County (the "VSA Agreement"); and

WHEREAS, the VSA Agreement was affirmed by order of a special three judge panel pursuant to Code of Virginia § 15.2-3400 on May 1, 2012; and

WHEREAS, since the VSA's adoption and implementation it is the opinion of both parties that components of the areas to be annexed could be amended and remain mutually beneficial to both parties; and

WHEREAS, the parties wish to add flexibility to the VSA to allow for additional future uses of the areas to be annexed by mutual consent of the Town and County, but without the necessity of instituting court action pursuant to Code of Virginia § 15.2-3400; and

WHEREAS, the Town and County now wish to amend the VSA Agreement pursuant to this VSA Amendment.

NOW, THEREFORE, THE PARTIES HERETO DO HEREBY AGREE THAT THE VSA AGREEMENT IS AMENDED AS FOLLOWS:

- 1.) Section 3.1 is amended to replace Exhibit B with Exhibit B-1, as attached to this VSA Amendment.
- 2.) Section 3.4(b) is revised to add the italicized text below, so that it states as follows:  
The Town and the County agree that the obligations imposed on the Town Council with respect to zoning and rezoning matters as reflected in Subsections 3.1, 3.2, and 3.3 shall remain in effect and the Town Council will specifically comply with such Subsections, *unless otherwise agreed to by the governing bodies of the Town and County after following the procedure set forth in*



15/61621616 11/11/2022 Working Draft VSA Amendment 11/11/2022

Virginia Code § 15.2-2204(A), until such time as 75% of the original undeveloped acreage in the Future Growth Area has developed.

- 3.) Section 7.2 is amended to read as follows: This Agreement may be amended by mutual agreement of the Town and the County after following the procedure set forth in Virginia Code § 15.2-2204(A). Any modifications to Exhibit B-1 should note the projected density at build out under the existing plan and the proposed modified plan.
- 4.) The parties agree in good faith to reasonably cooperate with each other during the affirmation process set forth in Code of Virginia § 15.2-3400, and agree that if this VSA Amendment is not affirmed by the special court as required by Code of Virginia § 15.2-3400 that this VSA Amendment shall immediately terminate.
- 5.) All other terms of the VSA Agreement shall remain in full force and effect, and the duration of the VSA Agreement shall not be modified by this VSA Amendment.
- 6.) The Town and County recognize that both parties are represented by Litten & Sipe, LLP and waive any conflict that this presents, including but not limited to any conflict with respect to both sides being represented by the same law firm during the affirmation procedures set forth in Code of Virginia § 15.2-3400 and any work incidental to obtaining such required approvals of this VSA Amendment. The parties acknowledge and agree that the material portions of this Agreement were negotiated and agreed to without the participation of Litten & Sipe, LLP, and that if a dispute arises with respect to the interpretation or performance of this Agreement that neither side may be represented by Litten & Sipe, LLP.

WITNESS the following signatures and seals:

TOWN OF NEW MARKET, VIRGINIA COUNTY OF SHENANDOAH, VIRGINIA

By: Darryl A. Boyer Mayor

ATTEST: [Signature] Chairman of the Board of Supervisors

ATTEST: [Signature] Board Clerk

Approved as legal form: [Signature]

Jessie Ham, County Attorney

## This is not a zoning hearing.

- ▶ This hearing on March 9, 2023 will not determine zoning regulations or any specific proposal to build on the Click's Lane or Smith Creek plots of land.
- ▶ - The Town Planning Commission will review all development proposals.
  - VDOT will review development proposals to ensure public safety.
  - A public hearing would be convened to seek input on development. The Planning Commission would recommend appropriate zoning levels to the Town Council.
  - The Town Council would consider the recommendations and schedule a Public Hearing to seek input, then finalize the zoning regulations and restrictions.

## Why Change VSA of 2012?

- ▶ The VSA of 2012 met the needs of New Market in 2012. However, the needs of New Market have changed, and this agreement now impedes New Market's ability to address the needs of 2023.
- ▶ Demographics in New Market are now different than in 2012: the business community continues to struggle. Despite many of the town's efforts to adjust other factors, population growth and balance will be keys to future success.
- ▶ In 2018, the Town Manager contacted businesses. Those businesses suggested the town needs more rooftops. The effort to amend the VSA of 2012 is a step to increase the number of "rooftops" and provide needed housing so we can support a balanced population.



## Prior to the Recession of 2008, Home Construction Helped the Town Grow

Subdivisions were built in New Market after 1990 including Century Village, Heritage Green, Foothills I and II, Horseshoe Bend, Fairway Manor, Fairway Commons, Village at Smith Creek, Lincoln's Crossing. (**See chart on growth**)

**After successful building of Foothills I and II, an adjacent** new subdivision, Foothills III, on the Clicks Lane property was delayed or cancelled due to the recession of 2008. This is one of two plots being discussed today. The Clicks Lane plot is now being proposed for development.

In 2008, New Market faced serious concerns related to waste water treatment. The existing plant needed to be upgraded and additional capacity was added to accommodate future growth.



## Data on Population, Average Age, Population Under 18 Years Old

▲ Town	Pop. 2000	Pop. 2010	Pop. 2021	Ave. Age	Pop. < 18 yrs
▲ Strasburg	3,800	6,433	7,191	36.5	2,507 (35.4%)
▲ Woodstock	3,246	5,071	5,861	39.1	1,794 (30.9%)
▲ Mt. Jackson	1,583	2,052	1,987	38.4	696 (35.5%)
▲ Edinburg	838	1,037	1,178	34.3	254 (21.6%)
▲ New Market	1,442	2,181	2,158	54.6	317 (14.7%)

# Data on Recent Home Building in New Market

NEW HOME CONSTRUCTION IN NEW MARKET (PAST 30 YEARS)							
	# of NEW HOUSES BUILT	FISCAL YEAR	# of NEW HOUSES BUILT	FISCAL YEAR	# of NEW HOUSES BUILT	FISCAL YEAR	# of NEW HOUSES BUILT
FISCAL YEAR							
1992/1993	32	2002/2003	3	2012/2013	0	2022/2023	3
1993/1994	2	2003/2004	11	2013/2014	0		
1994/1995	8	2004/2005	9	2014/2015	3		
1995/1996	12	2005/2006	22	2015/2016	2		
1996/1997	6	2006/2007	7	2016/2017	2		
1997/1998	16	2007/2008	12	2017/2018	1		
1998/1999	14	2008/2009	10	2018/2019	4		
1999/2000	19	2009/2010	6	2019/2020	1		
2000/2001	10	2010/2011	0	2020/2021	2		
2001/2002	9	2011/2012	0	2021/2022	0		

## Following the 2008 Recession, Several Businesses Left New Market

- ▲ Businesses began to leave after the recession of 2008: Hardware store, Pharmacy, Banks, Barbershop, Funeral Home, Car Dealers, Pottery Shops, Attorney's Office, Restaurants, Florist, Food Market, Insurance Companies, and several small businesses such as convenience stores, gift shops, antique and knick-knack stores.
- ▲ The number of empty store fronts and distressed properties are increasing.
- ▲ Recent businesses to leave include Primis Bank, Burger King. (As these businesses left, the town lost substantial tax revenue, about \$84,000.
- ▲ **In January 2023, the New Market Chamber of Commerce ceased operating after almost 100 years due to a lack of volunteers and support. Several businesses are concerned about remaining open.**

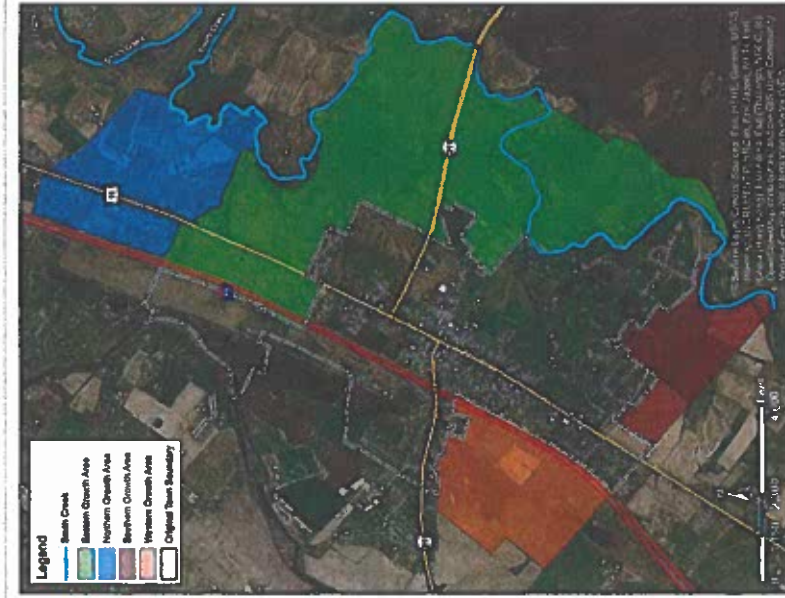
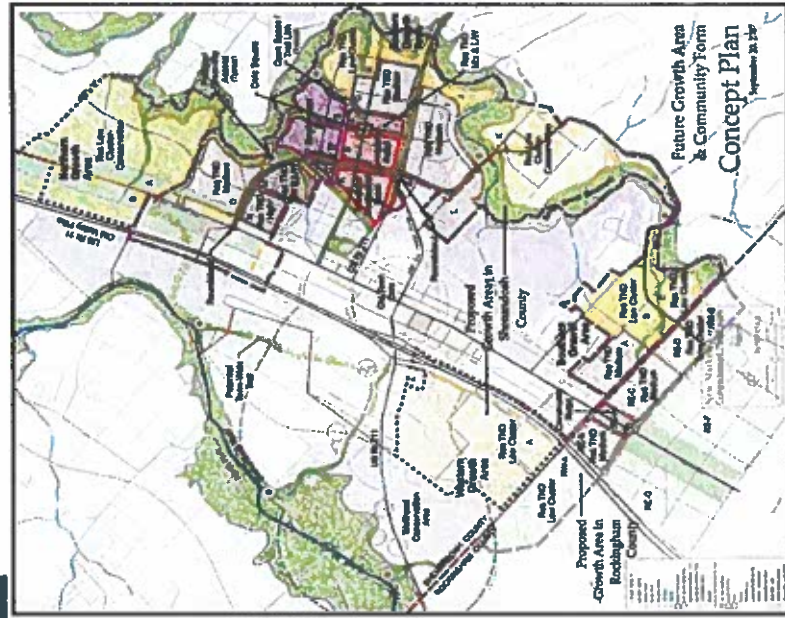
## LIMITED LOCATIONS FOR PURCHASE OR RENT

- ▲ The inventory of available existing homes to purchase in New Market has been inadequate for several years. (realtors)
- ▲ **On March 8, 2023 there are 7 homes for sale in the Town of New Market.**
- ▲ The past two Town Managers had difficulty finding a home in New Market.
- ▲ The town's **only current real estate agent could not find a home in New Market** when he needed to downsize. He moved to Woodstock.



# Property Available For Building Lots Is Limited

- ▲ Larger lots of land for future growth are identified in the comprehensive plan; the majority are outside of town limits and included in the comprehensive plan map.





# Property Available For Building Lots Is Limited

See the map on Impact of recent acquisitions by Shenandoah Valley Battlefield Foundation. This land is no longer available for growth.

## SHENANDOAH VALLEY BATTLEFIELDS PROPERTIES



# Property Available For Building Lots Is Limited

Two areas of proposed development include 100 acres east of Foothills 1, located off Click's Lane; and second plot along Smith Creek.





## New Market's Efforts To Turn the Tide

- ▲ The town identified and mapped properties available for building homes.
- ▲ The town invited local builders to a meeting with a limited response.
- ▲ The Town Council reduced water and tap fees to entice more building.
- ▲ The town hired a marketing staff member.
- ▲ The town supported the new Community Child and Learning Center



## Additional Town Efforts to Turn the Tide

- ▶ Town worked to improve “blight” properties.
- ▶ New Market Community Park has many recent improvements to support families. Improvements have been made to the community pool.
- ▶ New Market committed to address its water supply to meet future needs.
- ▶ Future waste water treatment capacity has been increased by an agreement with Broadway that assures the town’s capacity to handle future growth.
- ▶ New Market provides matching funds for downtown to improve building facades. These funds have been increased four fold since the program began.



## REASON FOR MAKING REQUEST TO AMEND THE AGREEMENT OF 2012:

- ▲ A builder recently proposed a development adjacent to the town boundary for up to 300 units along Clicks Lane. This proposal has led to analysis of the VSA of 2012 including its limitations.
- ▲ The VSA of 2012 limited home building to only one house per every 2 acres on the two parcels in question. It is unlikely there will be development on this land unless the limits are changed.
- ▲ The town's needs have changed. The Agreement of 2012 no longer represents the interests of the Town New Market.

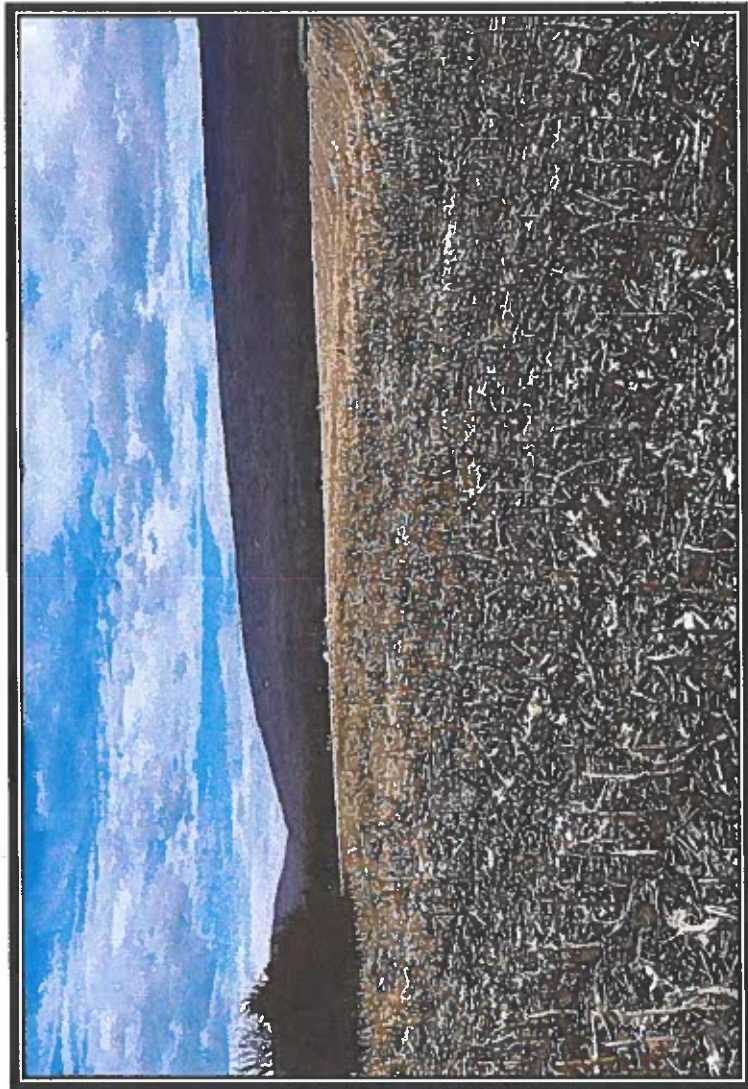
## FURTHER BACKGROUND ON THE AGREEMENT OF 2012

- ▲ The comprehensive plan for New Market provides for additional growth on plots of land close to existing town water and sewer services. The Clicks Lane and Smith Creek parcels meet this criteria.
- ▲ The process for New Market to make land acquisition is clear, procedural and permitted by existing agreements.
- ▲ ***Concerns for the total number of units being proposed should be tempered by the fact that the town will address new zoning requirements AFTER the agreement has been amended. That is when the town procedures to consider appropriate zoning and regulations will be considered.***

## Conclusion

- ▶ The Comprehensive Plan describes areas where growth **should** occur. Both the county and town have agreed on this. The Comprehensive Plan identifies where land can be annexed and this land is adjacent or close to existing water and sewer infrastructure.
- ▶ Consider the impact of the VSA of 2012: since the date it has been in effect **No homes have been built on either of the two parcels. No interest has been expressed until late in 2022. See attached picture of the property.**

Note Current Homes Built On The  
Click's Lane Parcel since 2012





**Section 3**

**Public Hearing on the Proposed Voluntary Settlement Agreement**

**March 9, 2023**

**3A** – Draft Meeting Minutes of the Public Hearing

**3B** – Submitted Letter from the Town of New Market Business Community

**3C** – Submitted Map from Adjoining Property Owner



Glenn Youngkin  
Governor

Caren Merrick  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn  
Director

**Commission on Local Government  
Minutes of the Public Hearing  
Town of New Market and Shenandoah County Voluntary Settlement Agreement  
March 9, 2023  
7:00 p.m.  
New Market Town Office - Board Room  
9418 John Sevier Road  
New Market, VA 22844**

### Members Present

Ceasor T. Johnson, D.Min., Chair  
Edwin Rosado, Vice Chair  
Diane M. Linderman, PE  
Robert Lauterberg

### Members Absent

### Call to Order

The Commission on Local Government (CLG) Chair, Dr. Ceasor Johnson, called the meeting to order at 7:00 p.m.

Dr. Johnson led an introduction of the Commissioners and staff present at the public hearing.

### Public Comment

Dr. Johnson announced that the purpose of the public hearing was to review proposed amendments to the Voluntary Settlement Agreement between the Town of New Market and Shenandoah County, which would i) amend the allowable land uses in the shared Future Growth Area, following the process set forth in 15.2-2204(A), and ii) set the processes by which the parties could make future amendments to the Voluntary Settlement Agreement, including any changes to land use in the Future Growth Area.

Dr. Johnson recognized Mr. LeGrand Northcutt, Senior Policy Analyst from the Department of Housing and Community Development to provide an overview of the process set out in the Code of Virginia guiding the Commission's review of the proposed amendments to the Voluntary Settlement Agreement.



Dr. Johnson provided an overview of the procedures for offering public comment and recognized Mr. Chase Sawyer, Senior Policy Analyst at DHCD, to call the speakers.

Peg Harkness, current Vice Mayor and Town Council Member for the Town of New Market, spoke to the necessity of the amendments to the Voluntary Settlement Agreement due to the need for additional housing development and economic growth in the Town.

Emmett Long, resident of the Town of New Market and owner of property adjacent to the Future Growth Area, expressed concerns over future development in New Market, including the overall economic feasibility of such a development and changes it would cause to traffic levels. Mr. Long provided the Commission with a map demonstrating the adjacency of his property to the future growth area. Mr. Long stated additional study was needed before proceeding with any new development in the Future Growth Area.

Jon Henry, resident of the Town of New Market and owner of the John Henry Convenience Store, expressed concerns over future new development in New Market, including the overall economic feasibility of the development and changes to traffic patterns. Mr. Henry also expressed concerns over the environmental impact of such new development. Mr. Henry stated additional study was needed before proceeding with any new development in the Future Growth Area.

Alvin “Al” Henry, resident of the Town of New Market and former owner of the local funeral home, expressed concerns over future new development in New Market, citing issues in Northern Virginia and stating concerns about utility bills increasing as a result to the growth. Mr. Henry stated additional study was needed before proceeding with any new development in the Future Growth Area.

Keven Walker, resident of the Town of New Market and CEO of the Shenandoah Valley Battlefield Organization, spoke on behalf of the Town’s historic district. Mr. Walker presented a letter to the Commission from other business owners expressing concerns about the future new development in New Market. Mr. Walker stated additional study was needed before proceeding with any new development in the Future Growth Area.



Mark Dotson, resident of the Town of New Market and member of the Shenandoah County Planning Commission, voiced concern about future new development in New Market and emphasized the importance of careful planning before any future development.

Kelly Stauff, resident of the Town of New Market, expressed concern about the impact any future new development would have on the demand on public services such as emergency response and traffic. Mr. Stauff also stated the need for an environmental impact study for any new development proposed, and specifically cited the potential impacts of such development on Smith Creek.

Jody Greber, resident of the Town of New Market and owner of land in the Future Growth Area, spoke in favor of the amendments to the Voluntary Settlement Agreement, stating that she could not market her land to developers or other interested buyers at current density restrictions.

Brad Pollack, current member of the Shenandoah County Board of Supervisors, expressed his opposition to the amendments to the Voluntary Settlement Agreement. Mr. Pollack indicated that the Commission's review of the amendments was premature and expressed concerns about the impact to residents on Clicks Lane and demand on the Town's water/sewer infrastructure.

Chris Rinker, resident for the Town of New Market and the Town Chief of Police, expressed his concerns over the lack of housing in the Town and the consequences the lack of housing supply presented to the Town.

Jeff Mongold, resident of the Town of New Market and Assistant Chief of the Volunteer Fire Department, expressed his concerns over the lack of housing and the consequences thereof in the Town. Mr. Mongold also noted the ability for the current EMS services to manage any increased demand generated from new development in the Town.

Larry Bompiani, current Mayor of the Town of New Market, spoke in favor of the amendments to the Voluntary Settlement Agreement, citing the consequences the lack of development have had on the Town's growth. He also expressed his concern over the lack of contact from concerned citizens, despite his and other Council member's availability.





Todd Walters, Shenandoah County resident and former New Market Town Manager, expressed support for the amendments to the Voluntary Settlement Agreement. Mr. Walters emphasized that any new development would need to follow the zoning process, including opportunities for public comment, and that the proposed amendments only enabled the parties to begin that initial rezoning process.

Sam Mongold, a member of the Town's Planning Commission, emphasized that any new development would need to follow the zoning process, including opportunities for public comment. He also noted the consequences a lack of new development would have on the Town's housing costs.

Mr. Sawyer offered an additional opportunity for further comments from those attending the proceedings virtually.

Dr. Johnson noted that the record will remain open for additional written comments through 5:00 pm, March 23, 2023.

#### Adjournment

By voice vote, the Commission moved to adjourn the March 2023 public hearing before the Commission. The motion passed, and the Commission adjourned at 8:03 p.m.



March 9, 2023

To the members of the Commission on Local Government:

As business owners and main street community leaders we are invested in the growth and prosperity of New Market. We applaud any serious effort that will create a bright and sustainable future for our community. We understand the importance of growing existing main street businesses and encouraging future businesses through a resilient community centered customer base. We also recognize that New Market is a unique regional crossroads with undervalued and underutilized tourism potential. Taken together, long range plans that encourage more local customers and higher tourism visitation are key to the vitality of our community and the success of its businesses.

Our main street community and business leaders have in recent years begun to work together to envision and stimulate economic development. This effort has been met with varying degrees of success. Through our years of dialog with our customers and neighbors it is evident that many have been anxious about large scale development and New Market's ability to remain relevant while at the same time maintaining its unique character and way of life. This character and way of life are essential to attractiveness of our town to residents, customers and visitors alike.

Though the proposed municipal expansion and the private development for which the expansion is being proposed may seem to be the answer to many of our shared economic concerns, there are very real costs and impacts associated with the expansion and development that have not been sufficiently explained, studied or explored. New Market already struggles under the weight of high water and sewer costs; deferred municipal maintenance projects, an antiquated and failing water system, major traffic issues, and lack of serious municipal investment in its streetscapes. As a town of little more than 2000 residents the thought of taking steps now that would facilitate a development that would increase our population by over 50% is both exciting and concerning. Among those growing concerns are the following:

- Changes to the overall character of the town
- Cost of this expansion and its infrastructure to our current population
- Serious deficiencies in our traffic and circulation capacity
- Capacity of our emergency services
- Demographic changes in our customer base
- Unforeseen disruptions to community lifestyle
- Impacts on Town services and operational capacity
- The cost and impact on our school system
- Environmental impacts

We sell our town every day to residents and tourists and we know better than most why they are here and why they support New Market. We don't want the town, the county or the commonwealth to sell us and our community short, by taking steps that will rapidly and drastically increase our population. Not until extensive research and study is completed and community input and dialog truly embraced, do we believe the contemplated town expansion should move forward in any way. We do not endorse or support this proposal without further due diligence. We look forward to continuing these discussions and working with the Town to chart the best path forward for our shared prosperity. As business owners and community leaders we do not fear change and adaptation. The success of our businesses has been based on informed decision making. We ask that our governments take the same approach and not move forward as proposed without extensive study and further analysis.

Very Sincerely and Respectfully,

New Market Exxon

Walter Z McGinnis

The Home Store

Karela Korkonen

Shenandoah Valley Battlefields National Historic District

Ken M. McCall

The Valley Sports Connection

Cathy E. Wright-Douard

Holtzman Oil and Propane

The Buttercup

The Buttercup - Kristi Stoyelle

Jon Henry's General Store

Jon Henry

Jackson's Corner Café

Valley Pike Music



[Signature]

Classic Styling Salon

Jeanette Siskous





 PROPOSED SUBDIVISION  
 LONG FAMILY





**Section 4**

**Public Comments Received via Email**

**March 9-23, 2023**

# County of Shenandoah

## BOARD OF SUPERVISORS

DISTRICT 1 – JOSH STEPHENS  
DISTRICT 2 – STEVE BAKER  
DISTRICT 3 – BRAD POLLACK  
DISTRICT 4 – KARL ROULSTON  
DISTRICT 5 – DENNIS MORRIS  
DISTRICT 6 – TIM TAYLOR

600 N. Main Street, Ste 102  
WOODSTOCK, VA 22664



## OFFICE OF COUNTY ADMINISTRATION

EVAN L. VASS  
COUNTY ADMINISTRATOR

MANDY R. BELYEA  
DEPUTY COUNTY ADMINISTRATOR

Tel: 540.459.6165 Fax: 540.459.6168  
[www.shenandoahcountyva.us](http://www.shenandoahcountyva.us)

Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

March 23, 2023

Mr. Northcutt,

My letter is in reference to the March 9, 2023 Public Hearing held in New Market, VA before The Commission of Local Government regarding the Voluntary Settlement Agreement between the Town of New Market and Shenandoah County. I was unable to attend due to a work commitment and appreciate the consideration of this letter.

It has now been almost 11 years since Shenandoah County and the Town of New Market finalized a voluntary settlement agreement to address growth within the Town, as well as the identification of areas adjacent where growth could occur. The process for New Market's development of their growth plan started 5 years prior.

I support the ability for the Town of New Market to go back to the drawing board and revise their growth plan for the future. In order for the Town to prosper, this plan must include both residential and commercial/industrial growth. While the dated plan should be revised, the concerns of Town and County residents must be heard and align with the Town's revised plans.

The presentation on March 9 stated that a proposed development for up to 300 units has been presented to the town. I will go on record to say, that while I support New Market's ability to revise the current plan, I do not support a development to the size and scope in which the Town has been presented.

If you wish to reach out to me with any questions, feel free to reach out via telephone at (540)630-5727 or email at [district1@shenandoahcountyva.us](mailto:district1@shenandoahcountyva.us).

Regards,

Josh Stephens  
Supervisor – District 1  
Shenandoah County

## New Market 2010 Settlement Agreement

Bill Rogers <bill.rogers715@gmail.com>

Thu 3/23/2023 12:52 PM

To: Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

Mr. LeGrand Northcutt  
VA Dept. of Housing and Community Development

I am a New Market resident and live on Periwinkle Lane, very close to the property in question. I am very concerned about the negative impact of the proposed development. It could negatively affect property values in my neighborhood, and the increased traffic would be a serious issue even if Click's Lane were widened and shoulders and a sidewalk added.

I am not opposed to annexation or to thoughtful growth for New Market, but too many questions remain unanswered about this project. Three hundred new "roofs" are too many for that 100 acre parcel, especially after subtracting the portion in the flood plain. I have been told by various officials "not to worry about it," that 300 units would not be built. If so, why authorize 300? The current plan allows one house per two acres. I would be comfortable with a bit more than that, but I oppose an R3 designation.

Many residents of my neighborhood have expressed concern and feel that something is being pushed on them without adequate planning or explanation. I hope the State will not recommend R3 and 300 houses.

Efforts to make New Market a better place to live are appreciated, but I moved here as a retirement move and very much want a small, quiet village without more traffic and crowded, low-income housing next to my neighborhood.

William Rogers  
277 Periwinkle Lane  
New Market, Virginia

## New Market Plan Meetings

Dana Palmer <dnpalmer1@gmail.com>

Thu 3/23/2023 10:23 AM

To: Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

I attended the meeting in City Hall on the proposed change to the 40 year plan and subsequent agreements between the county and the town. I also attended a meeting of local landowners on the same subject this week.

After reading your response to Susan Grandfield it is clear that the remarks by several speakers at both meetings misunderstood the purpose of the original meeting. It was agreed by attendees at both meetings that all support growth in New Market but are concerned about what the rumored plans are for the property in question. There doesn't appear to be an objection to reviewing the agreements.

I am in accord with those sentiments. I do not feel it is New Market's interest to prohibit review and make changes to the existing plan and agreements. However, I also share the desire of almost everyone at both meetings that a more open communication from the county and town is necessary prior to making any binding decisions. This feeling is the result of prior experiences where decisions were already made before public comments were received. We have spoken to the Mayor on this and the hope is for a better flow of information.

Thank you for your attention and the information you have provided.

Dana N. Palmer  
991 Clicks Lane  
New Market, Va. 22844



## New Market housing development plans

Dennis Barlow <denbar945@gmail.com>

Wed 3/22/2023 4:48 PM

To: Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

Mr. Northcutt,

We were so pleased that you came to our community to listen to the discussion regarding a whirlwind proposal to adopt a high density housing development in or near our town. Thank you!

My wife and I are opposed to such a move for the following reasons:

- 1) The original plan was adopted in 2007, and sorely needs to be re-visited. Areas marked for growth back then have been utilized for other projects and our town has undergone significant changes in the past 16 years. The new project seems to be trying to fit new requirements into a very out-dated plan.
- 2) The planned housing project would be located on the extreme southern end of our county. The new residents are almost certainly to take jobs and do their shopping in Harrisonburg, a bustling city only 15 miles south, leaving us in New Market with greater infrastructure (sewage, water, schooling, waste disposal) shortfalls which would incur massive resource requirements with very little revenues (comparably) coming in to fund those debts, while monies of the new residents would mostly find their way into the coffers of Harrisonburg merchants and vendors.
- 3) The area under consideration is interspersed with low-lying drainage pockets of soggy land which would add to an already expensive water dispersion and pumping problem.
- 4) The community has been blind-sided by this bolt out of the blue; we were given no public notification of its imminence. We do not know why it is being fast-tracked.

In conclusion, we believe that the way to grow New Market - YES, we want to grow New Market! - is to first encourage business and market growth that can in-turn both attract and support new house building plans.

Please help us do that!

Respectfully,  
COL (retired) Dennis & Bonnie Barlow  
5 Tee Court  
New Market, VA 22844

## New Market Annexation

Emmett Long <emmettlong@celongconstruction.com>

Mon 3/20/2023 10:51 AM

To: Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

Good morning Mr. Northcutt. This email is written with regard to the 100 acre parcel located in Shenandoah County and the proposed annexation of this land by the town of New Market for the purpose of developing this parcel into high density residential, changing the current town plan of New Market from a two acre minimum lot size.

After much thought, I do not see any value in the annexation for this purpose. Studies, Planning, and VDOT costs are a pure waste of tax dollars. As a builder and developer, I see no economic feasibility in the annexation for the purpose of high density, low income housing for the town short term or long term. The Power Point presentation given by New Market Town Council member, Peter Hughes, opened the door for the discussion of the concerns of taxpayers pertaining to the number stated of 300 proposed homes. What will be the cost to the town and the county for perpetuity? Will the taxes from a low income development ever produce a return? This annexation will not solve the lack of economic development for New Market. The town's call for annexation to return growth in New Market lacks critical thought and first principles in problem solving. In fact, it will accelerate the demise of further economic development in New Market by creating a huge liability for the town and the county in infrastructure costs going forward for the long term. As I stated at the public hearing held on March 9, 2023, the current infrastructure is in such disrepair that waste water treated daily on a daily average is 300,000 gallons/day. However, on days it rains that number jumps significantly to 1,000,000 plus gallons/day. It is unconscionable to consider annexation while not addressing the failure of the current infrastructure. That the town continues to obfuscate the failure of the existing infrastructure is more evidence of how our town is in the current position and not realistically ready and able to accommodate any additional strain on its infrastructure.

Frankly, New Market has not looked at the feasibility of fiscal restraint in the face of insolvency. Annexation of the 100 acre parcel continues to dig a deeper financial hole for the town of New Market, Shenandoah County and the tax payers. This annexation is social engineering at its worst for a small rural town in America. Spending other people's money (the tax payer) is easily sold as a solution to correct a systemic decline of small towns across America. Bullying our citizens (the taxpayers) and stifling their voices containing legitimate concerns is a real disaster for the taxpayers and the town for a period long after the current mayor, town manager and NVR(developer) leave town. This 100 acres of farm land will be permanently removed for production along with the negative environmental impact on Smith Creek. The last developer has yet to remedy the damage caused to the adjacent pond as planned and promised. Devaluing adjoining and surrounding property and creating a behemoth burden to taxpayers will not solve the problem. In short, spending money to solve the problem of insolvency is not a fiscally responsible solution on any level.

Given the surrounding developed community, a low income/high density development will severely harm existing home and property owners by reducing the value of their homes and property.

Respectfully Submitted,  
Emmett

--

Emmett Long

Owner, Operator

C. E. Long Construction

<https://celongconstruction.com/>

 <https://twitter.com/celongconstruct>

## New Market

Harry Wine <harry.wine@gmail.com>

Sun 3/19/2023 10:31 AM

To: Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

Mr. Northcutt,

Thank you and the rest of the commission for coming to New Market earlier this month.

I was in attendance but did not speak. I am gathering my thoughts and writing them down for you to consider.

My name is Harry Wine Jr, I live in the town limits (9962 Pleasant View Dr) and am currently serving on the Planning Commission for the Town of New Market. I have been a New Market resident, property owner, and taxpayer for almost 35 years. I have raised my family here, both of my children are attending Virginia colleges and I wish for them to be able to return to New Market to start their careers and raise their families. But we will need more housing available in New Market for that to happen.

A number of the people who spoke negatively against any growth in New Market do not live in the town limits.

I believe that all New Market is asking for is that we can pursue an amendment to the voluntary settlement agreement. This agreement that was made over 10 years ago really hurts any growth for the Town of New Market. New Market has very little opportunity for growth, we are basically landlocked on three sides, South and West by Rockingham County and North by the Battlefield and the Battlefield Conservation area.

We have watched all of the other towns in our county grow with both homes and businesses. I believe New Market has had about 3-4 homes built in the last 5 years.

While I do have concerns like many people brought up about the roads and traffic, I also realize that there would have to be a lot of planning and engineering completed before anything can be built. We are just asking for the opportunity to see if we can come up with a good and safe plan to grow our town. The current economics do not allow for any growth.

Please strongly consider letting the Town of New Market pursue this opportunity.

Respectfully,

Harry E. Wine, Jr.



## 2010 Voluntary settlement agreement with the Town Of New Market

John Chroniger <johnchroniger75@gmail.com>

Tue 3/21/2023 10:44 PM

To: Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

Mr. Northcutt

I just attended an ad hoc citizens meeting concerning the potential movement of property along Clicks lane and the decision of the Town of New Market to try to bring this land into the town limits. The concerns at this meeting were many ranging from the complete lack of transparency on the part of the Town as to movement to make this land actionable for a developer with no information available to us property holders in the immediate area to the possibility of multi-use occupancy in an existing single house community.

While this is a local battle to be worked out with our elected officials, I am requesting that your department allow our citizens the time to engage on this issue by revoking the existing Voluntary agreement that the town had previously entered into in 2010.

John Chroniger  
39 Greenview Lane  
New Market, Va. 22844

## New Market Annexation Agreement

Linda Smith <galidasmith@verizon.net>

Thu 3/23/2023 3:54 PM

To: Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

To the members of the Virginia Department of Housing and Community Development and LaGrand Northcutt,

The Town of New Market County of Shenandoah Voluntary Settlement Agreement 2010 designates parcels of land that could be annexed in the future. Most of the acreage available for annexation has restricted growth. One such 100-acre parcel with a frontage on Clicks Lane is currently limited to one house per two acres or a low residency growth.

In a presentation to the neighborhood adjoining this property (which includes Woodbine and Periwinkle Lanes) the retiring Town Manager, Todd Walters, stated there was a developer interested in the acreage, but only if the property could be rezoned to a high-density R-3 designation. He also stated that potentially 300 roofs could be built on this land.

This has prompted me to seek more information regarding the Town of New Market's request to be released from the 2010 settlement agreement and what would happen if this agreement is voided. The DHCD afternoon session and public hearing were enlightening. However, little notice was given to the citizens and business community regarding the DHCD involvement and the impact.

The citizens and business leaders I have heard speak or spoken with are not opposed to growth but are very concerned that previously agreed upon growth plans may be thrown out to accommodate an interested developer. Community input and transparency needed to start with the first request to the Shenandoah County Board of Supervisors to pursue release from the 2010 agreement.

My hope is you will hear the concerns of the New Market citizens and business leaders, and respectfully deny the release from the 2010 voluntary agreement at this time.

Linda Smith  
277 Periwinkle Lane  
New Market VA 22844  
301-751-0010

## New Market's Proposed annexation of 100 acres on Clicks Lane

sgrfield@gmail.com <sgrfield@gmail.com>

Tue 3/21/2023 9:49 PM

To: Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

Dear Mr. Northcutt,

I am a resident of New Market and I reside at 1025 Clicks Lane. I attended the meeting on March 9 at the New Market Town Office. I want to let you know that I am against the town annexing 100 acres of farmland on Clicks Lane if it's to be used for high density housing. I'm very concerned that high density/low income housing will be built on those 100 acres. I'm not against the town growing and building more houses rather I am against how the town Council appears to have been going about it. My neighbors and I would not have known of the meeting on March 9th if I had not attended a planning commission meeting earlier that week. I understand it was in the local paper, but who reads newspapers anymore? My concerns include the fact that a large contractor contacted the town to develop the land with 300 houses on this property. Our town's infrastructure cannot handle 300 more homes. We can't handle our own sewage, sewage has to be sent 6 miles away to Timberville. Our water system can't handle 300 more homes. We're supposed to get another water tower which probably will not be started until 2024. If you ever have an opportunity to drive down Clicks Lane, you will see that it is a very narrow road and unable to accompany an additional 600 cars driving on it every day. I know we were told that VDOT would be able to assess the road and have it widened. However, I don't think the town has contacted the citizens on Clicks Lane to let them know they will lose most of their front yards if this is the case. Our district 1 supervisor, Josh Stevens, is unable to get a clear answer from the town Council, other citizens of New Market are unable to get clear answers from New Market on how the town will handle such an expansion. The town has not been transparent with the citizens and that lack of transparency and unwillingness to answer questions smells bad. I'm also concerned how this will negatively affect the value of my home. My home is in the Fairway Manor neighborhood and this proposed development will certainly have an impact on us.

Isn't there a voluntary settlement agreement that New Market should be following? Are they following it?

Sincerely,  
Susan Grandfield

Sent from my iPad

## Re: 2010 Voluntary settlement agreement with the Town Of New Market

John Chroniger <johnchroniger75@gmail.com>

Wed 3/22/2023 4:25 PM

To: Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

Cc: Wheaton, Grace (DHCD) <Grace.Wheaton@dhcd.virginia.gov>; Sawyer, Chase (DHCD) <Chase.Sawyer@dhcd.virginia.gov>

Thank you for the information. Yes, I would like to change my request based upon the information you supplied. The right to rezone should be a local issue and thus your department does play a vital role in making this happen. Therefore I am requesting an amendment to the voluntary settlement agreement that allows a rezoning after annexation takes place. Thanks for your prompt attention to the matter. As a side note, when I purchased my home on Periwinkle Lane in 1996 the impression given to the existing owners was that the two streets that border this property on the west, was that the future development of the two streets was forthcoming and would continue the single family homes that were in existence on the two streets. The zoning allowed on the property while a part of the county allows different zoning laws that would change the character of the existing neighborhood.

Thanks,

John Chroniger

On Wed, Mar 22, 2023 at 11:44 AM Northcutt, Legrand (DHCD)

<[LeGrand.Northcutt@dhcd.virginia.gov](mailto:LeGrand.Northcutt@dhcd.virginia.gov)> wrote:

Mr. Chroniger,

I have received your comment. Before I forward it to the Commission, I would like to clarify that the Commission does not have the authority to revoke the existing VSA from 2010. Rather, the question before it is whether the VSA should be amended to allow the Town to change the density through the normal zoning process after the land is annexed. Under the 2010 VSA, the Town can annex, but it cannot then change the zoning of the annexed land to higher-density residential.

Since you are in favor of revoking the VSA entirely, I assume you are in favor of the amendments that allow the Town to go through the normal rezoning process after the land is annexed. Then, as you put it, the citizens would have time to engage on the issue and work out what the zoning should be with the local elected officials during that rezoning process. Please let me know if this is correct.

To be clear, the Commission is not deciding or dictating what the zoning should be after the land is annexed. That is the job of the Town Council. The only question before the Commission is whether the zoning can be changed by the Town after it is annexed.

Would you like to amend your comment in light of this information? Please note that you have until 5:00 tomorrow to submit anything additional.

Sincerely,

LeGrand

W. LeGrand Northcutt, J.D.

Senior Policy Analyst

Virginia Department of Housing and Community Development

804-310-7151 (cell)



**From:** John Chroniger <[johnchroniger75@gmail.com](mailto:johnchroniger75@gmail.com)>  
**Sent:** Tuesday, March 21, 2023 10:44 PM  
**To:** Northcutt, Legrand (DHCD) <[LeGrand.Northcutt@dhcd.virginia.gov](mailto:LeGrand.Northcutt@dhcd.virginia.gov)>  
**Subject:** 2010 Voluntary settlement agreement with the Town Of New Market

Mr. Northcutt

I just attended an ad hoc citizens meeting concerning the potential movement of property along Clicks lane and the decision of the Town of New Market to try to bring this land into the town limits. The concerns at this meeting were many ranging from the complete lack of transparency on the part of the Town as to movement to make this land actionable for a developer with no information available to us property holders in the immediate area to the possibility of multi-use occupancy in an existing single house community.

While this is a local battle to be worked out with our elected officials, I am requesting that your department allow our citizens the time to engage on this issue by revoking the existing Voluntary agreement that the town had previously entered into in 2010.

John Chroniger  
39 Greenview Lane  
New Market, Va. 22844

**Re: New Market's Proposed annexation of 100 acres on Clicks Lane**

Susan Grandfield <sgrfield@gmail.com>

Wed 3/22/2023 12:48 PM

To: Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>

Dear Mr. Northcutt,

Thank you for clearing this up for me. Yes, I oppose amending the VSA for purposes of changing/increasing the zoning density.

Sincerely,  
Susan Grandfield

Sent from my iPhone

On Mar 22, 2023, at 11:29 AM, Northcutt, Legrand (DHCD)  
<LeGrand.Northcutt@dhcd.virginia.gov> wrote:

Hello Ms. Grandfield,

I have received your comment. Before I forward it to the Commission, I would like to clarify that the Town is not proposing to annex the 100 acres at this time. Your question about the VSA is actually the question the Commission is answering. The Town would like to annex the land and then change the zoning density (through the normal zoning change process) at a future date, but it cannot do that under the terms of the VSA as currently written. Therefore, the issue before the Commission is whether the VSA should be changed to allow the Town to change the zoning density of annexed land after it is annexed at some future point.

I assume that are opposed to amending the VSA for this purpose, but would you like to amend your comment in light of this information? Please note that you have until 5:00 tomorrow to submit anything additional.

Sincerely,

LeGrand

W. LeGrand Northcutt, J.D.  
Senior Policy Analyst  
Virginia Department of Housing and Community Development  
804-310-7151 (cell)  
[legrand.northcutt@dhcd.virginia.gov](mailto:legrand.northcutt@dhcd.virginia.gov)

**From:** sgrfield@gmail.com <sgrfield@gmail.com>  
**Sent:** Tuesday, March 21, 2023 9:49 PM  
**To:** Northcutt, Legrand (DHCD) <LeGrand.Northcutt@dhcd.virginia.gov>  
**Subject:** New Market's Proposed annexation of 100 acres on Clicks Lane

Dear Mr. Northcutt,

I am a resident of New Market and I reside at 1025 Clicks Lane. I attended the meeting on March 9 at the New Market Town Office. I want to let you know that I am against the town annexing 100 acres of farmland on Clicks Lane if it's to be used for high density housing. I'm very concerned that high density/low income housing will be built on those 100 acres. I'm not against the town growing and building more houses rather I am against how the town Council appears to have been going about it. My neighbors and I would not have known of the meeting on March 9th if I had not attended a planning commission meeting earlier that week. I understand it was in the local paper, but who reads newspapers anymore? My concerns include the fact that a large contractor contacted the town to develop the land with 300 houses on this property. Our town's infrastructure cannot handle 300 more homes. We can't handle our own sewage, sewage has to be sent 6 miles away to Timberville. Our water system can't handle 300 more homes. We're supposed to get another water tower which probably will not be started until 2024. If you ever have an opportunity to drive down Clicks Lane, you will see that it is a very narrow road and unable to accompany an additional 600 cars driving on it every day. I know we were told that VDOT would be able to assess the road and have it widened. However, I don't think the town has contacted the citizens on Clicks Lane to let them know they will lose most of their front yards if this is the case. Our district 1 supervisor, Josh Stevens, is unable to get a clear answer from the town Council, other citizens of New Market are unable to get clear answers from New Market on how the town will handle such an expansion. The town has not been transparent with the citizens and that lack of transparency and unwillingness to answer questions smells bad. I'm also concerned how this will negatively affect the value of my home. My home is in the Fairway Manor neighborhood and this proposed development will certainly have an impact on us.

Isn't there a voluntary settlement agreement that New Market should be following? Are they following it?

Sincerely,  
Susan Grandfield

Sent from my iPad

**Section 5**

**Additional Information Requested from the Parties**

**March 16-23, 2023**



The Commission asked the parties, through counsel, the following questions:

1. How do you interpret the words "shall classify" in sec on 3.3(a) of the Proposed VSA? Does this require a separate legislative act that follows the ordinance rules of 15.2-2204?
2. How many of the Town's current zoning districts "substantially conform" to the designation of "houses/townhouses/PUD" in the new B-1?

Below is the response from the parties, entered here into the public record:

"The Town has planned for annexation with a Transitional District X, which New Market adopted following a public hearing preceded by public notice many years ago, so that when new property is annexed into the Town it is zoned. Houses are allowed, but they must be in five acre lots, which is more restrictive than the current future growth plan.

I read the words "shall classify" in sec on 3.3(a) to be synonymous with "rezone".

So, if the VSA Amendment takes effect, then the Town must rezone the newly annexed area to substantially conform to the designation of "houses/townhouses/PUD".

As Transitional District X would substantially conform, as houses, albeit with five acre lots, are allowed in Transitional District X, then New Market would always be in compliance with the VSA, if it is amended.

However, given that the main purpose of seeking the VSA Amendment is to allow more dense use of the land, practically speaking a rezoning, which would involve public notice and a public hearing held by the planning commission and town council, would need to occur for development to proceed.

In addition to Transitional District X, the Town could rezone to R-1, allowing single family homes, R-2, allowing single family homes and duplexes, R-3, allowing townhouses, or it could be a planned unit development, another Town zoning district."

## **Section 6**

### **Additional Resources Consulted**

6A – Town of New Market Zoning Ordinance: *Article X-A. Transitional, District X*

6B – In re Voluntary Settlement of Annexation & Immunity Agreement

## **Article X-A Transitional, District X**

### **Sec. 70-87.1 Statement of Purpose and Intent**

The purpose of this district is to provide for the reasonable and orderly interim regulation of use and development of land within the said annexation area consisting of lands previously under the zoning regulations of Shenandoah County.

### **Sec. 70-87.2 Permitted Uses**

In the Transitional X District, the structures to be erected or land to be used shall be for one of the following uses and its permitted accessory uses; provided that only one main building and its accessory buildings may be erected on any lot or parcel of land in this district:

- (a.) Agricultural uses, in accordance with Sec. 70-28 of this Article.
- (b.) Single-family detached dwellings.
- (c.) Home occupations.
- (d.) Churches and other places of worship, but not including rescue missions.
- (e.) Public works, playgrounds and play fields, bikeways, pedestrian trails, walkways, swimming pools, tennis courts, and nature preserves, in accordance with Sec. 70-28 of this Article.
- (f.) Golf courses.
- (g.) Minor public utilities, as defined.
- (h.) Group homes, as defined and in accordance with Sec. 70-139 of this chapter.
- (i.) Off-street parking and loading shall be subject to the same regulations as that of the R-1 District, in accordance with Sec. 70-150 and Sec. 70-151 of this chapter.
- (j.) Signs shall be subject to the same regulations as that of the R-1 District, in accordance with Sec. 70-152 of this chapter.
- (k.) Fences, in accordance with Sec. 70-133 of this chapter.
- (l.) Storage of recreational vehicles, in accordance with Sec. 70-129 of this chapter.
- (m.) Temporary buildings, in accordance with Sec. 70-136 of this chapter.

- (n.) Dish antennae, in accordance with Sec. 70-130 of this chapter.
- (o.) Other customary accessory residential buildings and uses that are clearly incidental to the principle building and/or use, as defined, and in accordance with Sec. 70-128 of this chapter and other applicable ordinances and regulations.
- (p.) Short-Term Rental, Owner-Occupied
- (l.) Short-Term Rental, Non-Owner-Occupied

Sec. 70-87.3 Permitted Uses with a Conditional Use Permit

- (a.) Bed and breakfast establishments, in accordance with Sec. 70-143 of this chapter.
- (b.) Resorts, country clubs and memorials.
- (c.) Private clubs and organizations.
- (d.) Public safety and other community facilities and public and semi-public uses, as defined, that are not listed in Sec. 70-87.2 of this Article.
- (e.) Nursing homes, rest homes, and retirement homes, in accordance with Sec. 70-141 of this chapter.
- (f.) Day care centers/facilities, as defined, and in accordance with Sec. 70-140 of this chapter.
- (g.) Major public utilities, as defined.

Sec. 70-87.4 Area Regulations

The minimum lot area shall be five acres.

Sec. 70-87.5 Setback Regulations

No structures shall be located closer than seventy-five feet to any street right-of-way.

Sec. 70-87.6 Frontage Regulations

The minimum lot width at the setback line shall be two-hundred feet.

Sec. 70-87.7 Yard Regulations

- (a.) Side The minimum side yard shall be thirty feet.

- (b.) Rear The minimum rear yard shall be thirty-five feet.

Sec. 70-87.8 Height Regulations

- (a.) Buildings may be erected up to two and one-half stories, or thirty-five feet in height from grade.
- (b.) A public or semi-public building such as a church may be erected up to a height of sixty feet from grade, provided that the required front, side and rear yards shall be increased one foot for each foot in height over thirty-five feet.
- (c.) Church spires, belfries, cupolas, municipal water towers, chimneys, flues, flagpoles, television antennae, and radio aerials are exempt. Parapet walls may be up to four feet above the height of the building upon which the walls rest.

Sec. 70-87.9 Lot Coverage

The buildings of resorts, country clubs, memorials, golf courses, and private clubs and organizations shall not cover more than ten percent of the site.



## **In re Voluntary Settlement of Annexation & Immunity Agreement**

Circuit Court of Prince William County, Virginia

May 16, 2000, Entered

Law No. 23100

### **Reporter**

2000 Va. Cir. LEXIS 168 \*

In the matter of the Voluntary Settlement of Annexation and Immunity Agreement between Prince William County, Virginia, and the City of Manassas Park, Virginia.

### **Core Terms**

hear, proceedings, three-judge, APPEARING, cases, parties, civil proceeding, governing body, access rights, justiciable, courts, notice, designated, questions, Modified

### **Case Summary**

#### **Procedural Posture**

The parties filed a joint petition for affirmation and approval of amendments made to their voluntary settlement of annexation and immunity agreement.

#### **Overview**

The parties, a municipality and a county, filed a joint petition for affirmation and approval of amendments made to their voluntary settlement of annexation and immunity agreement. The parties noted in their petition that they advertised public hearings and, following those hearings, approved the amendments made to the agreement. The court noted the original voluntary settlement agreement met all the criteria for approval pursuant to Va. Code Ann. § 15.1-1167.1 and that the later amendments had been adopted following the procedure required by the voluntary settlement agreement. The court noted the voluntary settlement agreement, as amended, would continue to serve the best interests of the Commonwealth in that it will continue to promote orderly growth and the continued viability of the respective parties' governments. Therefore, the court approved and affirmed the amendments made to the voluntary settlement agreement and ordered they be validated and given full force and effect.

#### **Outcome**

Amendments approved, because the annexation agreement met all the criteria for approval pursuant to state law, each party conducted public hearings on the annexation amendments, and the agreement was in the best interests of the Commonwealth in that it would continue to promote orderly growth.

**Counsel:** [\*1] SHARON E. PANDAK, County Attorney, ANGELA M. LEMMON, Assistant County Attorney, 1 County Complex Court, Prince William, Virginia, Counsel for the Board of County Supervisors of Prince William County, Virginia.

JOHN BELLASCHI, ESQ., McGuire, Woods, Battle and Boothe, L.L.P., McLean, Virginia, Counsel for the Mayor and City Council of the City of Manassas Park.

**Judges:** JANE MARUM ROUSH, 19th Judicial Circuit, Fairfax Circuit Court. JOHN E. WETZEL, 26th Judicial Circuit, Winchester Circuit Court. CLIFFORD R. WECKSTEIN, Judge Designate, 23rd Judicial Circuit, Roanoke Circuit Court, dissenting.

### **Opinion**

#### **ORDER APPROVING THE AUGUST 3, 1993, AND JULY 22, 1999, MODIFICATIONS TO THE VOLUNTARY SETTLEMENT OF ANNEXATION AND IMMUNITY AGREEMENT**

**THIS MATTER** came before the Court upon the joint petition of the City of Manassas Park ("the City") and Prince William County ("the County"), through their respective governing bodies, by counsel, for affirmation and approval of amendments made by them to their Voluntary Settlement of Annexation and Immunity Agreement on August 3, 1993, and July 22, 1999. This matter was submitted to the Court on the pleadings and other papers. The Court conducted [\*2] a hearing by

telephone conference call, during which the parties were represented by counsel and all judges of the Court were present. Counsel explained their joint request for approval of amendments to the Voluntary Settlement of Annexation and Immunity Agreement and answered the Court's questions. No evidence was presented to the Court during the telephone conference call, and this matter has been submitted to the Court on the pleadings and papers filed in the Circuit Court of Prince William County; and

**IT APPEARING** to the Court that the City and the County have entered into a Voluntary Settlement of Annexation and Immunity Agreement ("Voluntary Settlement Agreement"), pursuant to § 15.1-1167.1 (now [§ 15.2-3400](#)), VA Code Ann., and that this Voluntary Settlement Agreement was originally dated May 9, 1989, amended June 29, 1989, and further modified March 20, 1990; and

**IT FURTHER APPEARING** to the Court that on August 3, 1993, the governing bodies of the County and the City each conducted duly advertised public hearings and following those hearings, approved amendments to Sections 2.04.01, 3.01.03, 3.01.05, and 3.03.01, which are indicated by underlining and strike through [\*3] in the relevant provisions in the Voluntary Settlement Agreement which is attached as Exhibit 1 to the Joint Petition; and

**IT FURTHER APPEARING** to the Court that on June 15, 1999, the City conducted a public hearing and following that hearing, approved an amendment to Section 2.04.02, to substitute a new Exhibit D2 to the Voluntary Settlement Agreement, which is indicated by underlining and strike through in that section of the Voluntary Settlement agreement which is attached as Exhibit A to the Joint Petition; and

**IT FURTHER APPEARING** to the Court that on July 20, 1999, the County conducted a public hearing, and following that hearing, approved an amendment to Section 2.04.02, identical to the amendment approved by the City on June 15, 1999, and

**IT FURTHER APPEARING** to the Court that the parties to the Voluntary Settlement Agreement intend that this latest amendment become effective July 22, 1999; and

**IT FURTHER APPEARING** to the Court that the original Voluntary Settlement Agreement met all the criteria for approval pursuant to then § 15.1-1167.1, Va. Code Ann., and that the August, 1993, and July, 1999, amendments have been adopted following the

procedure [\*4] required by Section 8.03 of the Voluntary Settlement Agreement; and

**IT FINALLY APPEARING** to the Court that the Voluntary Settlement Agreement, as amended August 3, 1993, and July 22, 1999, will continue to serve the best interests of the Commonwealth in that it will continue to promote orderly growth and the continued viability of the respective governments of the City of Manassas Park and the County of Prince William; it is therefore

**ORDERED, ADJUDGED AND DECREED** that the amendments made to the Voluntary Settlement Agreement by the governing bodies of the City of Manassas Park and Prince William County, effective August 3, 1993, and July 22, 1999, be, and they hereby are, APPROVED and AFFIRMED; and

**IT IS FURTHER ORDERED** that the Modified Voluntary Settlement of Annexation and Immunity Agreement, as Amended June 29, 1989, and Modified January 23, 1990, and as Further Modified March 20, 1990, August 3, 1993, and July 22, 1999, is hereby validated and given full force and effect and shall be binding on all future governing bodies of the City of Manassas Park and the County of Prince William.

There being nothing further to be done in this action, the Clerk is ORDERED [\*5] to remove this action from the active docket of this Court, to place it among the ended law actions, and to forthwith furnish certified copies of this Order to counsel of record.

**ENTERED** this 16 day of May, 2000.

**JANE MARUM ROUSH**

19th Judicial Circuit, Fairfax Circuit Court

**JOHN E. WETZEL**

26th Judicial Circuit, Winchester Circuit Court

For the reasons stated in the attached opinion herein incorporated by reference / respectfully dissent from the decision to enter the foregoing order

**CLIFFORD R. WECKSTEIN, Judge Designate**

23rd Judicial Circuit, Roanoke Circuit Court

**Dissent by:** Clifford R. Weckstein

## **Dissent**

### JUDGE WECKSTEIN, DISSENTING

I respectfully decline to join in the judgment of the court for two reasons: I do not believe that this case presents a justiciable question, and I do not believe that this court is empowered to hear the case-as it did--in a conference telephone call that appears on no court calendar or docket, and of which the public at large has no notice.

I.

This three-judge court ostensibly was requested by the parties pursuant to Chapter 34 of Title 15.2 of the Code of Virginia. The court's statutory duty is to determine whether voluntary [\*6] agreements between governments should be denied, or whether the agreements should be affirmed, validated, and given full force and effect. Code § 15.2-3400(5). However, according to the representations of counsel for both parties, there can be no significance to whether this court approves the agreements presented to it. Everything that either party agreed to do has been done; nothing that has been done can be undone. (Two sets of agreements are involved. One has been in effect since 1993. The order that we enter today recites "that the parties to the Voluntary Settlement Agreement intend that [the] latest amendment become effective July 22, 1999," nearly four months before the petition for approval was filed. The Commission on Local Government reviewed a 1996 agreement between the parties. That agreement, which is appended to the only COLG report filed with the court, is not mentioned in today's order.) It is suggested that judicial approval is not, in truth, necessary. The county and the city have agreed that things have been done-and done to both parties' satisfaction--which modify provisions of a prior, judicially-approved, contract. They agree that the contract called for judicial [\*7] approval of any such modification. Thorough harmony between the parties therefore existing, they agree that this three-judge court should place its imprimatur upon what has been done. Nothing in the statutory scheme pursuant to which this court was convened suggests that the court is empowered to decide a matter that is not justiciable.

"As a general rule, 'moot questions are not justiciable and courts do not rule on such questions to avoid issuing advisory opinions.' United States v. Peters, 754

F.2d 753, 757 (7th Cir. 1985)." In re Times-World Corporation, 7 Va. App. 317, 323, 373 S.E.2d 474 (1988). In order for a controversy to be "justiciable," there must be "'specific adverse claims,' based on present facts, that are 'ripe for judicial adjustment.'" Reisen v. Aetna Life & Cas. Co., 225 Va. 327, 331, 302 S.E.2d 529, 531 (1983); Mosher Steel v. Teig, 229 Va. 95, 99, 327 S.E.2d 87 (1985); Historic Landmarks Commission v. Louisa County, 217 Va. 468, 476, 230 S.E.2d 449, 454 (1976); Board of Supervisors of James City County v. Rowe, 216 Va. 128, 132, 216 S.E.2d 199, 204-05 (1975); [\*8] City of Fairfax v. Shanklin, 205 Va. 227, 229, 135 S.E.2d 773, 775 (1964). Courts do not decide moot questions; courts do not give advisory opinions; courts decide only questions that are justiciable. Hoffman Family v. Mill Two Associates Partnership, 259 Va. 685, 529 S.E.2d 318 (2000); Treacy v. Smithfield Foods, 256 Va. 97, 500 S.E.2d 503 (1998). It is axiomatic that consent cannot confer jurisdiction. Humphreys v. Commonwealth, 186 Va. 765, 772, 43 S.E.2d 890 (1947); Alexandria Water Co. v. Alexandria, 163 Va. 512, 535, 177 S.E. 454 (1934).

II.

Each of the judges in the majority is more than wise. Both are extraordinarily able. Perhaps the absence of justiciability is demonstrated by the fact that such judges essentially treat this as an administrative or a ministerial matter, rather than a case or controversy to be presented to the court openly, publicly, in the regular course of judicial proceedings.

In the law of this Commonwealth, there is a rebuttable presumption of openness in civil proceedings, Shenandoah Publishing House v. Fanning, 235 Va. 253, 368 S.E.2d 253 (1988), [\*9] though neither the Supreme Court nor the Court of Appeals of Virginia has ruled explicitly upon "the public's right to attend and observe the conduct of a civil trial." Id., 235 Va. at 256. "Historically both civil and criminal trials have been presumptively open." Richmond Newspapers, Inc. v. Virginia 448 U.S. 555, 580, fn. 17, 65 L. Ed. 2d 973, 100 S. Ct. 2814 (1980). "There is no principled basis upon which a public right of access to judicial proceedings can be limited to criminal cases. . . . Indeed, many of the advantages of public criminal trials are equally applicable in the civil trial context. . . . Thus, in some civil cases the public interest in access, and the salutary effect of publicity, may be as strong as, or stronger than, in most criminal cases." Gannett Co. v. Depasquale, 443 U.S. 368, 386-387, 61 L. Ed. 2d 608, 99 S. Ct. 2898 (1979).

Indeed, every lower court opinion of which we are aware that has addressed the issue of First Amendment access to civil trials and proceedings has reached the conclusion that the constitutional right of access applies to civil as well as to criminal trials. ( *Publiker Industries, Inc. v. Cohen* (3rd Cir. 1984) 733 F.2d 1059 [\*10] (*Publiker*) [public has First Amendment right of access to civil proceedings concerning motion for preliminary injunction in securities litigation; closure is not warranted merely to protect disclosure of poor corporate management]; see also *Westmoreland v. Columbia Broadcasting System, Inc.* (2d Cir. 1984) 752 F.2d 16 [public and press have First Amendment right to attend, but not to televise, civil trial]; *In re Iowa Freedom of Information Council* (8th Cir. 1984) 724 F.2d 658 [First Amendment right of access applies to civil proceedings for contempt, but portions of proceeding involving trade secrets properly were closed]; *Newman v. Graddick* (11th Cir. 1983) 696 F.2d 796 [First Amendment right of access applies to hearings in class actions concerning prison overcrowding]; *Del Papa v. Steffen* (Nev. 1996) 112 Nev. 369, 915 P.2d 245 [First Amendment right of access applies to state high court's review of judicial disciplinary proceedings]; *State v. Cottman Transmission* (Md.Ct.Spec.App. 1988) 75 Md. App. 647, 542 A.2d 859 [First Amendment and state constitutional right of access applies to proceedings and documents in [\*11] unfair trade practices lawsuit; closure not justified merely in order to minimize damage to corporate reputation].) No case to which we have been cited or of which we are aware suggests, much less holds, that the First Amendment right of access as articulated by the high court does not apply, as a general matter, to ordinary civil proceedings.... Moreover, the high court has not accepted review of any of the numerous lower court cases that have found a general First Amendment right of access to civil proceedings, and we have not found a single lower court case holding that generally there is no First Amendment right of access to civil proceedings.

*NBC Subsidiary (KNBC-TV), Inc. v. Superior Court of Los Angeles County*, 20 Cal. 4th 1178, 1208-10, 980 P.2d 337, 86 Cal. Rptr. 2d 778 (1999) (Litigants were well-known entertainment figures).

In cases such as *NBC Subsidiary v. Superior Court*, arguments against public access often are based on the asserted privacy interests of litigants who are private

individuals. Such arguments fail because of the public's interest in the integrity of its courts and judicial processes. *Id.*; see also *Shenandoah Publishing House v. Fanning*, *supra*. [\*12] In this case, of course, the litigants are not private individuals—they are local governments. See *Landmark Communications, Inc. v. Virginia*, 435 U.S. 829, 56 L. Ed. 2d 1, 98 S. Ct. 1535 (1978). "In *Mills v. Alabama*, 384 U.S. 214, 218, 16 L. Ed. 2d 484, 86 S. Ct. 1434 (1966), this Court observed: 'Whatever differences may exist about interpretations of the First Amendment, there is practically universal agreement that a major purpose of that Amendment was to protect the free discussion of governmental affairs.'" *Id.* 435 U.S. at 838. Virginia's Freedom of Information Act (FOIA) declares a public policy of the Commonwealth: "The affairs of government are not intended to be conducted in an atmosphere of secrecy since at all times the public is to be the beneficiary of any action taken at any level of government." Code § 2.1-340.1. Under FOIA, it would be unlawful for the governing bodies of these litigants to conduct any meetings through telephone conferences. Code § 2.1-343.1(A). These governing bodies cannot meet without giving prominent notice of the date, time and locations of their meetings. Code § 2.1-343.1(C).

*Code § 15.2-3400* provides that the three-judge court designated to hear this case [\*13] is to do so pursuant to § 15.2-3000 *et seq.* Neither § 15.2-3000 nor any other statute explicitly states how the three-judge special court designated to pass upon a voluntary agreement of the sort presented here is to hear and decide the case. The statutes addressing the same subject matter—the statutes that follow § 15.2-3000—may, however, be instructive. They at least suggest that, to the extent that legislators thought about it, they thought that judges designated to hear cases of this sort would, in fact, convene for hearing in open court.

For example, § 15.2-3004 provides that, if a member of a three-judge special court is unable to hear the case to conclusion, then, then "[no] decision shall be rendered or action taken after such designation with respect to any question previously submitted to but not decided by the court except after a full hearing in open court by the court as reconstituted of all the evidence theretofore introduced before the court and a hearing of all arguments theretofore made with reference to such question." When the case presented to the three-judge court is a boundary line dispute, the court must hear the case, without a jury "upon the evidence [\*14] introduced in the manner in which evidence is introduced in common-law cases." *Code § 15.2-3104.*

When localities agree that boundary lines should be relocated, but cannot agree on the location of the new lines, § 15.2-3109 provides that "the court shall hear evidence." When an annexation petition is filed, "the special court shall hear the case upon the evidence introduced as evidence is introduced in civil cases." [Code § 15.2-3209](#). When considering a consolidation petition, the special three-judge court must order an election if, after "hearing the evidence," it makes certain findings. [Code § 15.2-3526](#).

Courts, like the executive and the legislative branches of government, do the public's business. They must do so in the sunshine. Public confidence in the integrity and vitality of the judicial branch of government demands no less. (Neither the Inquisition nor the Star Chamber conducted open or public proceedings.) Especially when the court has before it a public matter involving public litigants that, at every earlier stage, required advertising, notice and hearing, the court *must*, in my view, assure that the public has sufficient notice of the date, time, and place of the [\*15] proceedings. If proceedings are to be conducted electronically, there should, in my view, be notice and opportunity for electronic observation. A three-judge court should not, in my view, hear oral arguments without such openness and notice unless there exists the same justification for closure that would pass muster in a criminal case.

For the foregoing reasons, I respectfully dissent.

Clifford R. Weckstein, Judge

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**Section 7**

**Table of Amendment Provisions in Representative Sample of  
Approved Voluntary Settlement Agreements  
Created by Commission on Local Government Staff**

<u>Locality 1</u>	<u>Locality 1</u>	<u>Date</u>	<u>What provision covers</u>	<u>Process</u>
Fredericksburg	Spotsylvania	June, 1982	Full amendment	mutual consent
Manassas Park	Prince William	October, 1989	Full amendment	Court approval, explicitly states no CLG approval needed
Culpepper	Culpepper	November, 2011	Everything but Section 15.4	Court and CLG approval
Bedford	Bedford	April, 1993	Full agreement	mutual consent
Clifton Forge	Alleghany	October, 2000	full agreement	mutual consent
Loudoun	Leesburg	March, 1983	full agreement	mutual consent
Bristol	Washington	July, 2014	full agreement	only prior to affirmation
Bristol	Washington	March, 1997	full agreement	Court and CLG approval
Falls Church	Fairfax	September,	modify or amend full	mutual consent
Franklin	Southhampton	February, 1999	majority has to have regular approval. Certain sections need only	mutual consent for some provisions, court and CLG approval for others.
Danville	Pitsylvania	December,	full agreement	mutual consent
Radford	Montgomery	June, 1986	Full agreement	mutual consent
Franklin	Southampton	July, 1985	full agreement	mutual consent
Lynchburg	Campbell	March, 1986	full agreement	mutual consent, affirmed pursuant to applicable law
Radford	Montgomery	December,	full agreement	mutual consent
Bedford	Bedford	November, 1997	majority of agreement, except for tax and additions to designated development areas that require approval by	mutual consent for some provisions, court and CLG approval for others.
Maratinsville	Henry	October, 2021	Full agreement	mutual consent; commission and court review exempted unless required by law
Clarksville	Mecklenburg	May, 2013	All except specified sections	mutual consent, Court approval expressly exempted
Amherst	Amherst	August, 1993	full amendment	Court approval, explicitly states no CLG approval needed
Stephens city	Frederick	January, 2005	Full amendment	prior to affirmation
Ashland	Hanover	July, 1995	full amendment	mutual consent
Front Royal	Warren County	January, 2014	Full amendment	mutual consent
Farmville	Prince Edward	May, 1992	Full amendment	mutual consent
Herndon	Fairfax	October, 1987	Full agreement	mutual consent, affirmed pursuant to applicable law
Chatham	Pittsylvania	July, 1990	Full agreement	mutual consent
Christiansburg	Montgomery	October, 1987	Full agreement	mutual consent
Grottoes	Augusta	January, 2010	Full Agreement	mutual consent
Wythville	Wythe	September, 1989	Full agreement	mutual consent
South Hill	Mecklenburg	May, 2000	Full Agreement	mutual consent
Windsor	Isle of Wight	August, 2000	Full agreement	mutual consent

Vinton	Roanoke	October, 1999	Full agreement	mutual consent
Pearisburg	Giles	July, 1997	Full agreement	mutual consent
Herndon	Loudoun	September, 2014	All except section 2	mutual consent, Court approval expressly exempted
Hillsville	Carroll	March, 1995	Full Agreement	mutual consent
Pulaski	Pulaski	March, 1987	Full Agreement	mutual consent
Hillsville	Carroll	January, 2011	All except sections 2 and 3	mutual consent, Court approval expressly exempted
Marion	Smyth	September, 2014	All except sections 2 and 4	mutual consent, Court approval expressly exempted
Orange	Orange	September, 1991	Full agreement	mutual consent