

NOTICE OF PUBLIC MEETINGS

DATE	TIME	EVENT/PLACE **	PERSONS ATTENDING
May 21	1:30 p.m.	AUGUSTA COUNTY SERVICE AUTHORITY	Shull
May 26	8:30 a.m. 9:30 a.m. 10:30 a.m. 1:30 p.m.	DEPT. SOCIAL SERVICES—ELECTRONIC ECONOMIC DEVELOPMENT COMMITTEE— CANCELLED PUBLIC SAFETY COMMITTEE STAFF BRIEFING	Garber & Wells Wells & Shull All Members
May 27	7:00 p.m.	BOARD OF SUPERVISORS MEETING	All Members
May 28	4:00 p.m. 7:00 p.m.	LIBRARY BOARD-(Fishersville)--ELECTRONIC BROADBAND COMMITTEE -- ELECTRONIC	Morelli Carter & Morelli
June 1	1:30 p.m.	COMMUNITY POLICY MANAGEMENT TEAM--ELECTRONIC	
June 3	10:00 a.m.	METROPOLITAN PLANNING ORGANIZATION	Seaton
June 9	7:00 p.m.	PLANNING COMMISSION	
June 10	3:00 p.m. 7:00 p.m.	ORDINANCE COMMITTEE BOARD OF SUPERVISORS MEETING	Carter & Shull All Members
June 11	9:30 a.m. 1:30 p.m.	BOARD OF ZONING APPEALS STAFF BRIEFING BOARD OF ZONING APPEALS	
June 16	10:00 a.m. 10:00 a.m. 5:30 p.m.	HEADWATERS SOIL & WATER CONSERVATION DIST. VALLEY PROGRAM FOR AGING SERVICES COMMUNITY ACTION PROGRAM-STAUNTON, WAYNESBORO, AUGUSTA	Carter & Seaton
June 17	7:00 p.m.	PARKS & RECREATION COMMISSION	Morelli
June 18	1:30 p.m.	AUGUSTA COUNTY SERVICE AUTHORITY	Shull
June 22	9:30 a.m. 10:30 a.m. 1:30 p.m.	ECONOMIC DEVELOPMENT COMMITTEE PUBLIC SAFETY COMMITTEE STAFF BRIEFING	Garber & Wells Wells & Shull All Members
June 23	8:30 a.m. 2:00 p.m.	DEPT. OF SOCIAL SERVICES JAIL AUTHORITY	
June 24	7:00 p.m.	BOARD OF SUPERVISORS MEETING	All Members
June 25	7:00 p.m.	BROADBAND COMMITTEE	Carter & Morelli

DATE: May 21, 2020
H:calendar

****All meetings are at the Government Center unless otherwise noted**

MEMORANDUM

May 21, 2020

TO: Augusta County Board of Supervisors

FROM: Timothy K. Fitzgerald, County Administrator

SUBJECT: STAFF BRIEFING, TUESDAY, May 26, 2020, 1:30 p.m.
Board Meeting Room, Government Center, Verona, VA

ITEM NO.	DESCRIPTION
S/B-01	1:30 p.m. <u>ECONOMIC DEVELOPMENT (SEE ATTACHED)</u> Report by Staff
S/B-02	<u>MILL PLACE COVENANTS (SEE ATTACHED)</u> Discuss proposed revisions to covenants.
S/B-03	<u>FIRE AND RESCUE (SEE ATTACHED)</u> Report by Staff
S/B-04	<u>LIVESTOCK CLAIM (SEE ATTACHED)</u> Discuss a claim filed by Mary and Randolph Covington in the amount of \$394.00.
Funding Source: Livestock Reimbursement Fund 35010-5802 \$394.00	
S/B-05	<u>HAZMAT EMERGENCY RESPONSE PLAN (SEE ATTACHED)</u> Discuss the update and adoption of the Staunton-Augusta-Waynesboro HAZMAT Emergency Response Plan.
S/B-06	<u>CDBG GRANT OPPORTUNITY -- COVID19 (SEE ATTACHED)</u> Presentation by Staff.
S/B-07	<u>UTILITY SCALE SOLAR COMMITTEE (SEE ATTACHED)</u> Discuss results and request direction for amendments to the Comprehensive Plan and the ordinance.
S/B-08	<u>SMART SCALE PROJECTS (SEE ATTACHED)</u> Discuss Round 4 pre-applications incorporation into the Comprehensive Plan.
S/B-09	<u>WAIVERS (SEE ATTACHED)</u> Discuss a parking waiver request for William Park's affordable senior apartments.
S/B-10	<u>MATTERS TO BE PRESENTED BY THE BOARD</u>
S/B-11	<u>MATTERS TO BE PRESENTED BY STAFF</u>

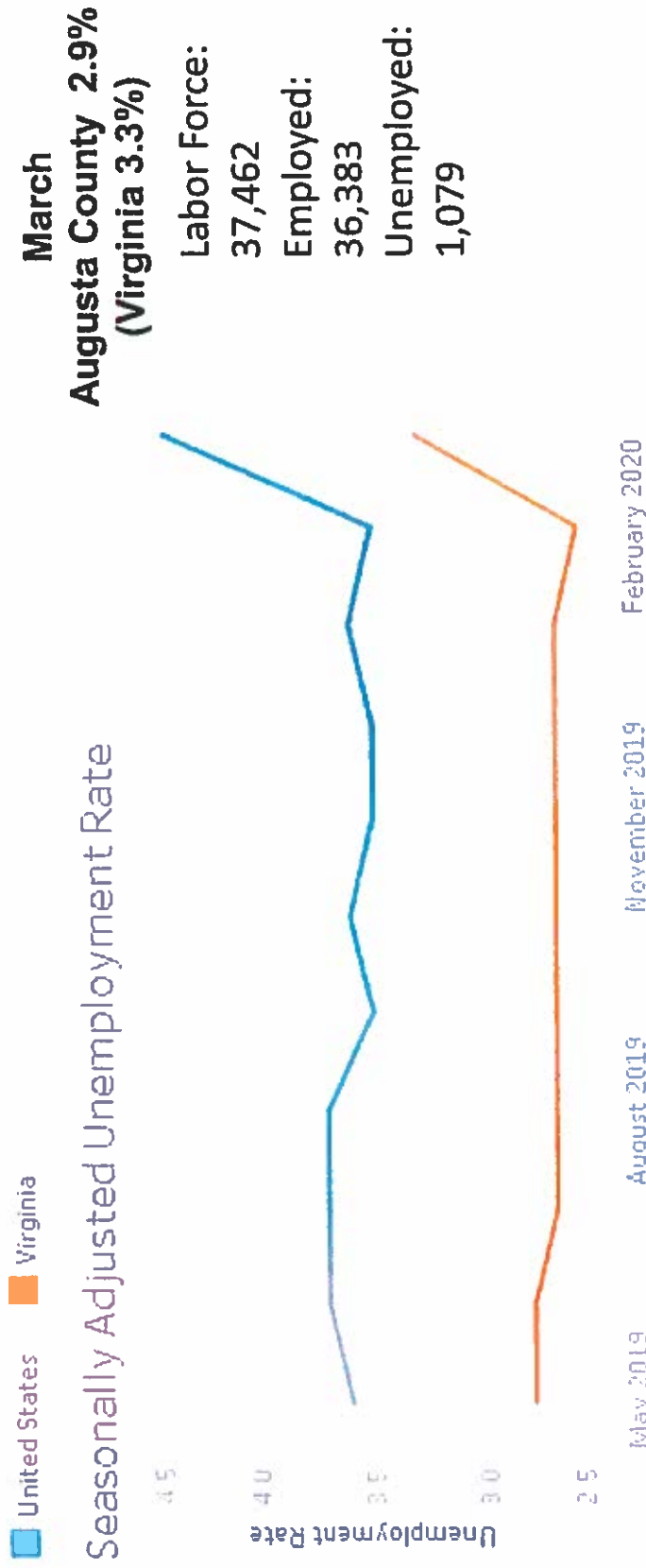
Economic Development

Monthly Board of Supervisors Report
April 2020 activities

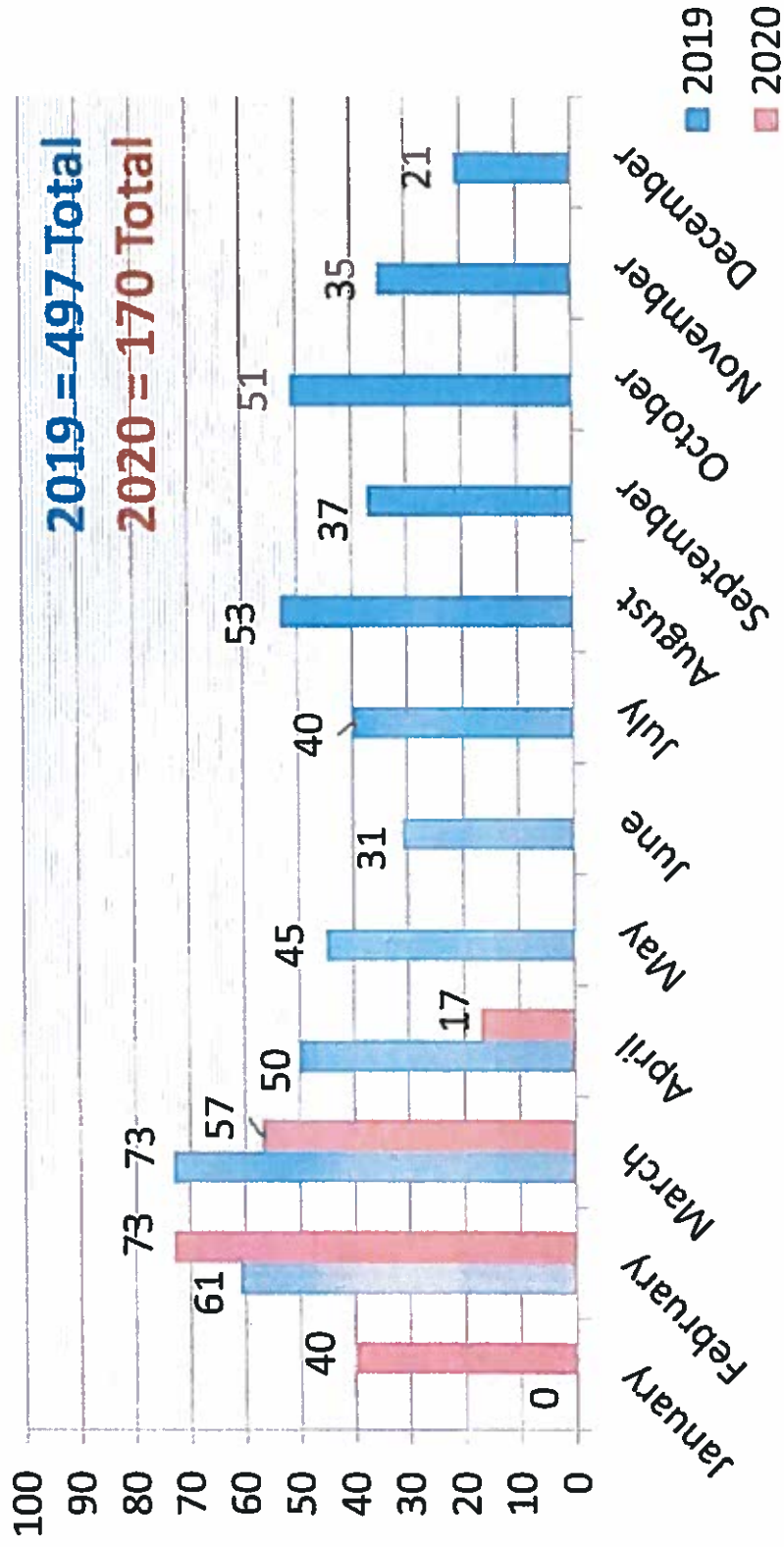
Unemployment Rate
Business Licenses Issued
Scorecards
Economic Development Authority
Mill Place Commerce Park
Partner Agency Interaction
Small Business Development Center
Shenandoah Valley Partnership
Tourism Update
Special Projects, Marketing Initiatives & Events



Unemployment Rate



Business Licenses



Lead Generation

Travel Outreach	2020 YTD	2019 Total
Marketing Missions	3	6
Familiarization Tours	0	1
VEDP Staff Tours	0	2

Leads		
SVP & VEDP	10	5
Direct	2	9
Expansions	3	1

Prospect Visits		
SVP & VEDP Leads	0	2
Direct Leads	0	4
Expansions	2	1

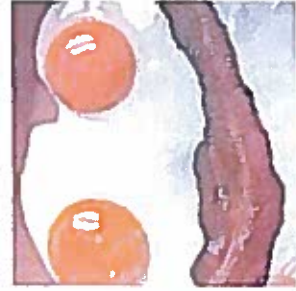


Marketing Scorecard

Outreach Audiences

Newsletter Audience	279
Open Rate for April 3rd edition (CV-19)	44%
Facebook	450
Instagram	578

Instagram



Economic Development Authority

Meets January, April, July, October – unless a special meeting is called

Last meeting: April 23, 2020

Next meeting: July 16, 2020 @ 11am

Augusta County Disaster Relief Loan Fund

- Funds still available



AUGUSTA
SMALL BUSINESS LOANS

Augusta County offers small business support programs that help our growing economy. Let us help you boost your business here in Augusta County with an Augusta County Small Business Big Plans program. We are currently accepting applications for small business loans. For more information, contact the Augusta County Department of Economic Development or visit our website at www.AugustaVA.gov.

Augusta Small Business Loans available up to \$10,000 with terms of 1-5 years.

BE PREPARED TO:

- Be credit, passionate and ready to thrive!
- Complete a Business Plan
- Locate your current or future business in Augusta County

AUGUSTA
COUNTY
ECONOMIC DEVELOPMENT & TOURISM

Mill Place Commerce Park

Mill Place Commerce Park Covenants Update

- Lisa Hawkins, Flora Pettit, to present latest draft of covenants that have incorporated owner’s feedback at today’s worksession



Partner Agency Interaction

GO VA Economic Development Ad Hoc 4/1

Farm2Fork Affair Planning

- Website Meeting 4/8

SAW MSA Recovery Group

- Planning Calls 4/8, 4/20

SBDC 4/9

VADO 4/16

PDC 4/22

VEDA

- COVID-19 Impact Calls 4/13, 4/20, 4/27
- Lunch and Learn Calls 4/24

Shenandoah Valley Tourism Partnership

- Marketing Committee 4/1
- Website Interviews 4/6



Small Business Development Center

- 217 businesses assisted with COVID-19 issues
 - Of all applicants, 51 received funding; 61 are waiting to hear
 - Of the 51 loans, 5 were from Augusta County for a loan amount of \$29,500
- \$3,928,795 in funding (loans and grants) received to date by businesses served by the SV SBDC
 - Major sectors served:
 - Food & Accommodations: 72 businesses; 50% of funding
 - Manufacturing: 31 businesses; 21% of funding
 - Retail: 44 businesses; 9% of funding
- Hiring 4 Business Advisors focused on COVID impacted businesses in SBDC region.
 - One advisor will be placed in Augusta County Government Center SBDC office.



Shenandoah Valley Partnership

- Upcoming Initiatives:
 - Virtual CEO Roundtable 6/3
 - Virtual Familiarization Tour June TBD
- Marketing & Communications Sub-Committee 4/8
- Lead Generation Committee 4/17



Tourism Update

- Greater Augusta Regional Tourism
 - Starting a staycation campaign on social media
 - Encouraging residents to be a “Tourist in Your Own Town”
 - Beerwerks running a “Buy Local” campaign
- Shenandoah Valley Tourism Partnership
 - Developing new website



Upcoming Special Projects, Marketing Initiatives & Events

- SAW MSA COVID-19 Recovery Task Force
- Business Appreciation Breakfast on 9/22
- Farm2Fork Affair - March 2021
- Quality of Life/Tourism Fulfillment piece





OFFICE OF ECONOMIC DEVELOPMENT
County of Augusta, Virginia
18 Government Center Lane, P. O. Box 590
Verona, Virginia 24482-0590
(540) 245-5619

REBEKAH S. CASTLE
DIRECTOR OF ECONOMIC DEVELOPMENT

TO: The Chairman and Members of the Board of Supervisors
FROM: Rebekah S. Castle, Economic Development Director
COPY: Tim Fitzgerald, County Administrator
DATE: May 19, 2020
RE: Mill Place Commerce Park – Covenants Update

Over the past few years, staff, board members, and other land owners in Mill Place Commerce Park have been refining the covenants for Mill Place Commerce Park to be reflective of the vision for the Park. Staff has worked with Flora Pettit (formerly Lenhart Pettit) to revise the covenants based on Board direction and private Mill Place ownership. The covenants were previously presented in July 2019 to the Board. Since that time, staff has held a meeting with private owners within Mill Place and have now incorporated feedback within the newest version.

Included in this packet are the latest round of covenants from Flora Pettit, both clean and redlined versions, and a chart highlighting feedback incorporated from the ownership meeting. At the work session on Tuesday, May 26, Lisa Hawkins of Flora Pettit will review these items and discuss next steps.

REVISED per owner meeting
April 9, 2020 Draft

This document was prepared by:
Lisa Anne Hawkins (VSB# 44738)
Flora Pettit PC
90 North Main Street, Suite 201
Harrisonburg, Virginia 22802

Return to:
~~Amanda Glover~~ Rebekah Castle
Director of Economic Development and ~~Tourism~~ Marketing
PO Box 509 / 18 Government Center Lane
Verona, Virginia 24482

Tax Parcels: 46-73, ~~46-73A~~, 46-73B, 46-73C, 46-73D, 46-73E, 46-73F, 46-73G, 46-73H, 46-73J, 46-73K and 46A2-2-19,

This instrument is exempt from recordation taxes pursuant to Va. Code § 58.1-~~809~~ 809

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
MILL PLACE COMMERCE PARK

THIS AMENDED AND RESTATED DECLARATION is made as of the ____ day of _____, ~~2019~~ 2020, by the COUNTY OF AUGUSTA, VIRGINIA, a political subdivision of the Commonwealth of Virginia (herein called the "Declarant"). (Grantor and Grantee for indexing purposes), and the following owners of numbered lots within Mill Place Commerce Park, of which more than seventy-five percent (75%) have approved this Amended and Restated Declaration: **SHAMROCK FOODS COMPANY; SHEN VALLEY, L.L.C.; HANSEN PARTNERS, LLC; RICHARD M. SHELTON and CHERYL D. SHELTON; DASCOM AMERICAS SBI LLC; and NEXUS COMMERCIAL VENTURES LLC** (Grantors and Grantees for indexing purposes).

This Amended and Restated Declaration amends and restates in their entirety the following documents of record in the Office of the Clerk of the Circuit Court of Augusta County, Virginia: the Declaration of Covenants and Restrictions dated June 17, 2003, of record as Instrument No. 030014096 ("Original Declaration"), as amended by (a) First Amendment to Declaration of Covenants and Restrictions dated January 19, 2005, of record as Instrument No. 050002001, and (b) Second Amendment to Declaration of Covenants and Restrictions dated September 27, 2006,

of record as Instrument No. 060013780 (the "Second Amendment") and superseded by (c) Third Amendment to Declaration of Covenants and Restrictions, dated June 11, 2009, of record as Instrument No. 090006748 (~~collectively~~, the "Existing Declaration").

WITNESSETH:

WHEREAS, Declarant is the developer of Mill Place Commerce Park ("Commerce Park"), which is governed by the Existing Declaration; and

WHEREAS, Commerce Park is comprised of the real property described on that certain plat entitled "COMPILED PLAT SHOWING PROPERTY SUBJECT TO DECLARATION OF COVENANTS AND RESTRICTIONS MILL PLACE COMMERCE PARK COUNTY OF AUGUSTA, VIRGINIA" dated June 16, 2003, made by Robert E. Funk, Land Surveyor, and attached to the Original Declaration of record as Instrument No. 030014096, in the Office of the Clerk of the Circuit Court of Augusta County, Virginia, less and except the property comprised of 28 acres, more or less, released from the Original Declaration pursuant to the Second Amendment of record as Instrument No. 060013780 (the "Property"); and

~~WHEREAS, the Property is also further shown on the sketch marked "Exhibit A" attached hereto and made a part of this Declaration; and~~

WHEREAS, Declarant has sold multiple lots in Commerce Park, which are owned by third parties as of the date of this Amended and Restated Declaration as follows (the "Previously Sold Lots"):

<u>Tax Parcel</u>	<u>Current Owner</u>	<u>Source Deed(s)</u>
046 73F	Shamrock Foods Company	130006217
046 73H	Shen Valley, L.L.C.	170000221
046 73B	Hansen Partners, LLC	110004174
046 73E	Richard M. Shelton and Cheryl D. Shelton	150000141
046 73D	Dascom Americas SBI LLC	130003564
046 73C	Nexus Commercial Ventures LLC	160001638

WHEREAS, Declarant remains the owner in fee simple of the-all other portions of the Commerce Park (collective referred to herein as the "Remaining Property"); and

WHEREAS, Section 22 of the Existing Declaration permits amendments thereto by the consent of the owners of not less than seventy-five percent (75%) of the numbered lots subject to the Existing Declaration and the approval of the Board of Supervisors of Augusta County, Virginia (the "Board of Supervisors"), whether or not the County is a landowner; and

WHEREAS, by [unanimous] vote at its meeting held on _____, the Board of Supervisors approved this Amended and Restated Declaration to amend and restate the Existing Declaration; and

WHEREAS, the requisite percentage of ~~lot owners of Previously Sold Lots~~ Lot Owners within Commerce Park join in this instrument to evidence their consent to this Amended and Restated Declaration as an amendment and restatement of the Existing Declaration.

NOW, THEREFORE, Declarant and the requisite number of lot owners in Commerce Park join in this Amended and Restated Declaration to amend and restate in its entirety the Existing Declaration, and to replace it with the following mutual and beneficial restrictions, covenants, conditions and charges ("Restrictions"), under a general plan or scheme of improvement for the benefit and complement of all of the existing and future platted and numbered lots, including without limitation all Previously Sold Lots, in Commerce Park (each, a "Lot"), and of the current and future owners of Lots (each, a "Lot Owner" which term includes multiple co-owners of a single Lot but does not include those holding an interest as security for debt or pursuant to a lease).

1. **Establishment of Restrictions: Mutuality of Benefit and Obligation.** This Amended and Restated Declaration amends, restates and replaces the Existing Declaration, and all of the Previously Sold Lots as well as all of the Remaining Property, being the balance of the Commerce Park owned by Declarant, are and shall hereafter be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of Lots in Commerce Park and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of Commerce Park. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to Lots within ~~the Commerce Park Property~~ or any part or parts thereof (including without limitation the Previously Sold Lots) subject to such Restrictions, as made applicable by this Amended and Restated Declaration.

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot subject to these Restrictions and are intended to create mutual, equitable servitudes upon each of the Lots in favor of each and all of the other Lots to create reciprocal rights between the respective Lot Owners, to create a privity of contract and estate between the grantees of the Lots, their successors and assigns, and shall as to each Lot Owner operate as covenants running with the land for the benefit of all Lots and Lot Owners, now and in the future.

2. **Term.** This Amended and Restated Declaration runs with the land and shall exist and be binding upon all parties and all persons claiming under them and their successors and assigns for a term of twenty-five (25) years from the date ~~this Declaration~~this Amended and Restated Declaration is recorded after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period these Restrictions are expressly terminated by a duly recorded instrument signed by: (a) the owners of not less than seventy-five percent (75%) of the numbered Lots subject to these Restrictions, ~~and~~ (b) Declarant, and (c) if Augusta County is no longer Declarant but still owns any of the Remaining Property, the Chair of the Board of Supervisors evidencing approval of such termination by the Augusta County Board of Supervisors.

3. **Delegation or Assignment of Powers.** Augusta County as Declarant may delegate by resolution of its Board of Supervisors any or all of the powers granted or reserved to it under this Amended and Restated Declaration to any ~~entity or person~~County department, County official or to the Augusta County Economic Development Authority or other governmental body, or may assign by instrument of transfer approved by the Augusta County Board of Supervisors its powers under this Amended and Restated Declaration to any non-stock membership corporation in which owners of Lots are designated as members with voting privileges, that ~~as~~ it deems appropriate. Any such delegation may be revoked, in whole or in part, by resolution of the ~~Augusta County~~ Board of Supervisors. Any delegation, ~~assignment~~ or revocation under this paragraph shall take effect upon recordation of the applicable resolution or notice thereof in the Office of the Clerk of the Circuit Court of Augusta County, Virginia. Declarant shall provide notice to Lot Owners at the time of any such delegation or assignment.

If Declarant transitions governance to a non-stock membership corporation under this Section 3, then effective upon the date of such transition, requests for reconsideration pursuant to Section 5.F and exception requests pursuant to Section 5.E under this Amended and Restated Declaration shall be heard by the Board of Directors of such corporation, in place of the Board of Supervisors as provided herein, and the Board of Directors of such corporation shall have all rights and obligations of the Board of Supervisors to hear and decide such requests for purposes of this Amended and Restated Declaration.

4. Use.

A. Use Generally. These Restrictions do not limit ~~the Property~~ Commerce Park to specific uses, and each Lot may be used in accordance with its applicable zoning as approved and enforced by Augusta County, Virginia from time to time. Declarant reserves the right to impose use restrictions on any portion of the Remaining Property which is owned by Declarant at the time such restriction is imposed, for its benefit or the benefit of any one or more other Lots as specified in such restriction, provided that any such restriction shall be effective only if recorded in the Office of the Clerk of the Circuit Court of Augusta County, Virginia.

B. Prohibited Uses. No use shall be permitted or maintained by a Lot Owner, its tenants or other occupants or invitees on any Lot which causes or produces any of the following effects discernible to ~~adjacent property~~ the owner, tenant or occupant of any other Lot to a degree of commercial unreasonableness (by reference to industry norms) which creates a private nuisance by virtue of its frequency, duration and intensity:

1. Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
2. Smoke or other emissions which fail to meet minimum state and federal requirements or excessive ~~smoke~~ or other emissions which create hazards or private nuisance for adjacent property;
3. Radiation;
4. Noxious, toxic, or corrosive fumes or gases;
5. Offensive odors;

6. Unusual fire or explosive hazards; or
7. Excessive vibration.

5. **Review of Plans and Improvements; Exceptions.**

A. **Approval Required.** In addition to all required submittals and permits required under applicable law including but not limited to site plan approval under the Zoning Ordinance, the construction, renovation, expansion, and exterior alteration of any building, structure or other improvement (including without limitation, signage, fencing, pavement, storage yards, antennae, satellite dishes, and tanks) as well as landscaping and other non-structural, exterior improvements to a Lot within Commerce Park are subject to prior review and approval by Declarant under ~~this Declaration~~ this Amended and Restated Declaration. Without limitation, installation or modification of the following, among other things, shall require prior written approval of Declarant under this Amended and Restated Declaration: primary and accessory buildings, grading and other site preparation or modification; landscaping (including, without limitation, tree cutting and clearing); building construction (including, without limitation, exterior finish and color); sign design and erection; exterior changes to property or improvements (including, without limitation, changes of exterior colors by repainting or otherwise); modification, alteration or enlargement of any existing structure; paving and driveways; fencing; mailboxes; exterior lighting; and location of all new structures and improvements. The requirement for review and approval of alterations shall not apply to alterations to the *interior* of an existing building, or to landscaping changes within the scope of an approved landscaping plan under this Amended and Restated Declaration unless that alteration changes the primary use of the building. Construction and improvements by Declarant shall not be subject to approval or review, notwithstanding anything to the contrary in this Amended and Restated Declaration.

B. **Approval Process.** ~~Declarant may establish a reasonable processing and review fee to defray its costs in considering requests for approvals under this Declaration, which fee shall be paid at the time of submittal.~~ Plans and specifications shall be prepared under signature of the Lot ~~owner~~ or the Lot Owner's authorized agent, and shall include: 1. Lot layout, 2. ~~floor plans,~~ 3. Construction materials, 4. Exterior elevations, including materials and colors, structural design and roof plans, 5. Exterior lighting plans, 6. outdoor signage, 7. outdoor storage, 8. Screening, 9. Parking and access plans, including layout, 10. Utility plan, and 11. landscaping plans.

Preliminary plans with less detail may be submitted for initial review and input prior to full project engineering and design, to allow [Lot Owners](#) to manage project cost by obtaining up-front feedback, but any such approval shall not constitute final approval or eliminate the requirement for submittal and approval upon completion of engineering and design work. Submittals for approval of new construction may also be made in phases, such as site related plans concurrently with site plan approval under the Zoning Ordinance, and building elevation and materials approved concurrently.

C. Review. Approval shall be based, among other things, on compliance with the development standards set forth in Section 6 below; adequacy of Lot dimensions; entrance locations onto and proper facing of main elevation of improvements to road system within Commerce Park; storm drainage considerations; conformity and harmony of exterior design with nearby structures within Commerce Park; relation of topography, grade and finished ground elevation of the Lot to that of neighboring Property; visibility of improvements from public streets and recreational areas within Commerce Park; and general conformity to the general plan and intent of these Restrictions to promote harmonious design and standards of quality within Commerce Park.

Neither Declarant nor any person or agency exercising delegated authority of Declarant or their respective officers, employees, or agents shall be responsible or liable for any defects in any plans or specifications which are submitted, revised or approved pursuant to this [Amended and Restated](#) Declaration, nor for any defects in construction pursuant to such plans and specifications, nor for any loss, damage or injury arising out of ~~or-in-any-way-connected-with~~ the review or approval of plans under this [Amended and Restated](#) Declaration, unless due to the criminal misconduct or conscious bad faith of the party to be held liable. Review and approval of any plan or improvement under this [Amended and Restated](#) Declaration shall not be considered or deemed approval of the project from the standpoint of safety, whether structural or otherwise. Approval of plans and specifications pursuant to ~~this Declaration~~ [this Amended and Restated Declaration](#) shall not relieve any owner or developer of responsibility to comply with the applicable code and regulations of Augusta County, Virginia and other governmental authorities having jurisdiction with respect to any planned development, construction, renovation, alteration or use of a Lot.

D. Expiration. Approval under ~~this Declaration~~ this Amended and Restated Declaration of any proposed plan or project shall expire within the period of time that would apply to such approval if it were a site plan approval pursuant to Virginia Code Section 15.2-2261 or its successor statute as in effect on the date of such plan or project approval under this Amended and Restated Declaration after two years (which expiration period under such statute is currently five years). unless a different expiration date is specified in the approval. Declarant may, in its sole and absolute discretion, grant an extension of any expiration date in writing.

E. Exceptions. The Board of Supervisors of Augusta County ~~(or its successor/assignee pursuant to Section 3) (the "Board")~~ may, by majority vote, grant exceptions to any Design Standards or development standards set forth in Sections 6 through 10 below or elsewhere in ~~this Declaration~~ this Amended and Restated Declaration, upon request of a Lot Owner after notice to all Lot Owners and an opportunity to be heard at a duly called Board meeting. Declarant may elect to voluntarily comply with any Design Standards or development standards set forth in Sections 6 through 10 below or elsewhere in this Amended and Restated Declaration but is not obligated to do so as to any portion of the Remaining Property owned by Declarant.

F. Request for Reconsideration. Any Lot Owner aggrieved by a decision of Declarant regarding plan approval under this Amended and Restated Declaration may request reconsideration of such decision to the ~~Augusta County Board of Supervisors or its successor or assign~~ Board within thirty (30) calendar days of receipt of notice of such decision, setting for the basis for such request. ~~At the Board's discretion, it may~~ The Board may in its discretion (or if the decision at issue was made by a department, official or other governmental body to which the Board delegated its authority under Section 3 above then the Board shall) grant an aggrieved Lot Owner a hearing in response to a reconsideration request and ~~if so elected~~ the County shall set a date for a hearing within ~~thirty-six (36)~~ thirty (30) days of filing and shall provide notice of such hearing to all Lot Owners at least ~~seven (7)~~ fourteen (14) days in advance of the hearing. Any such hearing shall be subject to ~~payment~~ receipt of a fee payable by the Lot Owner requesting reconsideration ~~in an amount sufficient to cover the actual cost of such mailing and other expenses of the County in connection with the reconsideration hearing, as reasonably determined by the County (and if no separate determination of such fee has been made, that fee shall be the same as the fee charged by~~

~~the County for administrative permits). At any such hearing, both a representative of the Declarant and the Lot Owner requesting reconsideration shall be permitted to present to the Board, and other Lot Owners and interested parties shall be offered the opportunity to express support for affirming or reversing the decision under reconsideration. The Board of Supervisors may establish reasonable time limits and other reasonable procedures to govern any such hearing. Decision of the Board of Supervisors upon reconsideration shall be made in its discretion, and shall be conclusive and binding.~~

G. Inspection. Declarant or its designated representatives have the right, from time to time, ~~after reasonable prior notice to the Owner of a Lot and subject to the right of the Lot Owner to be present.~~ to enter and inspect any Lot in Commerce Park to verify compliance with any and all approved plans and ~~this Declaration~~ this Amended and Restated Declaration. ~~Failure by Declarant to conduct inspections or to discover, during construction, any non-compliance of any project in whole or in part shall not expose the Declarant to any liability or release the Lot owner from responsibility to achieve and maintain such compliance, nor waive Declarant's right to enforce this Declaration and require compliance at a later date. Declarant may withdraw its approval of any project and require all activity at such project to be stopped if deviations from the approved plan, construction practices, or applicable law are not corrected or reconciled within ten days after written notification to the owner of the subject Lot specifying such deviations, or within such other period of time as is specified by Declarant in its notice of noncompliance.~~

6. **Development Standards.**

A. Design Standards. Declarant may adopt design standards ("Design Standards") to guide development within ~~Commerce Park~~ the Remaining Property, and may amend such Design Standards from time to time ~~(provided that such amendment shall apply only to improvements made after approval of such amendment after notice to the Lot Owners)~~. Such Design Standards may specify guidelines and requirements for, but not limited to, design and construction of, as well as improvements to, all structures (including maximum height limitations), landscaping, exterior lighting, signage, fencing, exterior finish and colors and general improvements proposed within ~~Commerce Park~~ the Remaining Property. The Design Standards may impose different design guidelines and other requirements upon different areas within Commerce Park, either through the adoption of different Design Standards for different zone classifications under the ~~Concept Master~~

Plan for Mill Place Commerce Park or by specification of differing requirements for different areas of Commerce Park within a single set of Design Standards. Any plans submitted for approval with respect to the Remaining Property shall be considered and reviewed by reference to the Design Standards then in effect. Declarant shall provide a copy of any then-existing Design Standards, or confirm that no Design Standards are then in effect if that is the case, upon request of any ~~Lot owner~~ Lot Owner.

B. General Guidelines. Colors, materials, finishes, and building form shall be consistent in manner on all elevations.

The construction of buildings shall follow the following guidelines:

- The exterior construction of buildings shall be of stone, brick, concrete (reinforced, precast, poured in place, or tilt-up), equivalent masonry construction, glass, exterior insulated finish system (EIFS) or a combination of these materials, as deemed appropriate by Declarant, and such other materials as are permitted under the Design Standards, if any: provided that metal-skinned buildings are permitted so long as such materials comprise no more than one-fourth (25%) of the exterior face of the building wall(s) which face any public street.

~~• Metal-skinned buildings may be utilized only as long as no more than one-fourth (25%) of the exterior face of the front building wall(s) consists of such metal-skinned materials.~~

- Raw block or concrete masonry units left exposed are not acceptable.
- Building entrances shall be lit at night, and shall be off-set and/or accented through the use of material combinations.
- Dock doors shall not be in front yards unless screened by earth berms, landscaping, or building components.

~~• Metal roofs are utilized on buildings, parapets or other features may be required for the purposes of paragraph (c) below.~~

- Accessory buildings and dumpster enclosures shall be of similar design utilizing identical or complementary materials to the principal buildings. Accessory buildings, other than a building related to safety and security, shall never be located in front yards.

- Dumpsters must be screened or enclosed as set forth in Section 6.E below.

C. Mechanical Equipment. Mechanical equipment shall be located and/or screened to ~~minimize~~ restrict visibility from I-81, public streets and other Lots and recreational areas within Commerce Park in a manner approved by Declarant as part of the Plan Approval process under ~~this Declaration~~ this Amended and Restated Declaration, taking into account topography and design considerations which vary among Lots such that a single standard is not feasible across all Lots. Parapets or other features may be required for screening purposes. Subject to all applicable zoning requirements and approvals, solar panels which are accessory to and scaled to provide electrical energy for an existing building permitted under this Amended and Restated Declaration are permitted to be installed on buildings and in rear and side yards with screening as required under Section 9A below. Solar panels shall be located to minimize impacts on neighboring parcels, including glare, and must be approved as part of the Plan Approval process under this Amended and Restated Declaration prior to installation.

D. General Outdoor Storage. For purposes of this section, "outdoor storage" includes outdoor display and is defined as the keeping of any goods, junk, material, merchandise, or motor vehicles in any place other than a completely enclosed building for more than seventy-two (72) hours. The term "outdoor storage" also includes the use of shipping containers, dropping of trailers or extended term parking of trucks or trailers for storage or display purposes except within the boundaries of any "drop trailer lot" shown on a site plan approved in accordance with the ordinances of Augusta County or approved by Declarant in writing as to any Lot. The Restrictions in this paragraph do, ~~but does~~ not include intermittent parking of operational passenger vehicles in parking areas or intermittent parking of trucks ~~in parking areas~~ in the ordinary course of business operations.

Outdoor storage is permitted in the Commerce Park to the extent permitted by applicable zoning, which may require special use permit, with the following additional restrictions:

- Outdoor storage is not permitted in front yards.
- Outdoor storage shall not be visible from Interstate 81 or any other public street.
- Outdoor storage is limited to no more than 50% of the principal building footprint.

- Outdoor storage must be kept neat and orderly.

If outdoor storage is utilized, screening is required as set forth in Section 6.E below.

E. Screening. For the purposes of this document, screening shall be defined as a method of visually shielding or obscuring any structure or use by ~~a method approved by Declarant, including~~ (1) opaque fencing, (2) walls, (3) berms, (4) trees, ~~or~~ (5) landscaping, or (6) other method approved by Declarant. If trees are used as a screening method, they shall be dense and mature enough to completely shield the structure or use from Interstate 81 or any public street within two (2) years of issuance of permanent occupancy permit for the applicable structure. Any screening method used shall provide as adequate a screening in winter months as in summer months.

F. Fencing. Fences are permitted on Lots only with prior approval of Declarant which will consider, among other things, the height, location and materials in order to ensure compatibility with Commerce Park.

G. Yards. For purposes of this Amended and Restated Declaration, in the case of corner lots, there will be no rear yards, but only front and side yards. Front yards consist of the space extending the full width of the lot between the building and the street.

H. Utilities. All new utility services including, electric power, telephone, and fiber optic shall be installed underground. Existing overhead electric power transmission lines may remain. Gas storage tanks or other above-ground tanks required to be placed above ground shall be screened as set forth in Section 6.E above.

I. Off-Street Loading Areas. Off-street loading areas shall be located entirely on the same Lot as the principal use. No off-street loading areas shall be located within any required setback adjoining any street boundary or buffer area.

J. Lighting. All lighting will adhere to Article VI.A, Outdoor Lighting Ordinance as amended in Chapter 25 of the Augusta County Code (25-60 through 25-67). In addition, the spillover of lighting from exterior lighting on a Lot ~~onto public streets and adjacent property~~ shall not exceed 0.5 foot candle (i) onto public streets unless otherwise approved in writing by Declarant or (ii) onto adjacent property unless otherwise agreed in writing by the Lot Owner of such adjacent property. Spillover shall be measured horizontally and vertically at the property line or limit of a

right of way or easement, whichever is closer to the light source. All outdoor luminaires, regardless of the amount of lumens, shall be arranged or shielded to reflect light away from adjoining property within Commerce Park and from adjacent public streets unless approved in writing in the same manner as applies to spillover above. Lighting type and color are subject to approval of Declarant in its reasonable discretion to ensure compatibility and consistency of lighting within Commerce Park. Appropriately placed security lighting which is controlled by motion sensors shall be afforded more flexibility as to the standards in this paragraph than other types of lighting.

K. Temporary Structures. No structures or buildings of a temporary character (except a sales facility or construction trailer for Declarant's use in selling or developing Lots or tracts), nor any mobile home, house trailer, tent, shack, or other such structure shall be placed or used within Commerce Park, either temporarily or permanently, without prior written approval of Declarant, in its reasonable discretion. Notwithstanding the preceding sentence, necessary appurtenances, modest construction trailers and structures of a temporary nature may be used without approval during the period of performance of construction of any improvement for which necessary government permits and Declarant approval under this Amended and Restated Declaration have been obtained, provided that (a) Declarant shall approve the location and appearance of such appurtenances, trailers or structures, such approval not to be unreasonably withheld, conditioned or delayed, (b) no overnight occupancy shall be permitted in any such appurtenance, trailer or structure, and (c) all such appurtenances, trailers or structures shall be removed from Commerce Park on the ~~earlier of (i) the date that is six months after the initial use thereof, unless Declarant grants an extension in writing and (ii) the date of substantial completion of said improvement.~~

L. Existing Improvements. Existing improvements on Previously Sold Lots which were approved under the Existing Declaration shall be deemed approved for purposes of this Amended and Restated Declaration and may be repaired and as to equipment, fencing and screening, replaced in kind in the same location without such repair or replacement triggering compliance with the design standards of this Section 6, although in most cases that should not be an issue since as a general matter the design standards under this Amended and Restated Declaration are more flexible and less restrictive than those under the Existing Declaration.

7. Parking.

A. General. Compliance with the parking regulations of Augusta County is required.

B. Parking Area Landscaping. Off-street parking areas containing 25 spaces or more shall provide interior or buffer landscaping equal to five (5) percent of the total parking lot and circulation area.

1. ~~Individual-Each~~ landscape areas shall be a minimum of six feet (6') wide and shall be no less than one hundred (100) square feet.

2. Interior landscape areas shall be ~~dispersed throughout the parking lot to divide the expanse of parking area~~ placed to facilitate the safe and efficient movement of traffic and ~~shall~~ help distinguish truck and passenger vehicle travelways as well as vehicular and pedestrian areas.

3. Each landscape area must contain a combination of at least 3 of the following: grass, trees, plants, and other natural materials, such as rock and wood chips, and decorative features, including sculpture, patterned walks, fountains, and pools. No bare ground shall exist.

~~4. No landscape material shall be installed which will hamper the line of sight for drivers of vehicles entering or exiting parking areas.~~

5. Interior landscape areas are not required for ~~overflow parking or gravel lots~~, but buffer landscaping is required.

8. Signs.

A. No billboards or pole-mounted signs are permitted ~~on the Property within Commerce Park~~.

B. All signage shall comply with applicable ordinances and regulations of Augusta County, Virginia, provided however that only the following signs are permitted ~~on the Property within Commerce Park~~:

1. Advertising sign, on-premises - A sign which directs attention to a business, profession, commodity, service or entertainment sold or offered upon the premises

where such sign is located or to which it is attached. Includes “coming soon” and “future home of” signs;

2. **Construction sign** - Any sign giving the name or names of principal contractors, architects, engineers, landscape architects, or other such professional persons, and lending institutions responsible for the lawful construction, alteration, remodeling or demolition on the site where the sign is placed. Such signs shall be limited to one listing for each person or organization involved, and such signs shall be removed within thirty (30) days after the issuance of the Certificate of Occupancy or within thirty (30) days of completion of a demolition project;

3. **Real estate, lot sign** - On-site signs advertising the sale, rent or lease of a single dwelling unit, building, or vacant lot containing one acre or less; provided that such signs shall be removed promptly after closing of the transaction;

4. **Real estate, tract sign** - On-site signs advertising the sale, rent or lease of more than one acre of land or multiple lots within a subdivision; provided, that such signs shall be neatly painted and maintained, and shall be removed promptly after closing of the transaction of all tracts or lots within the subdivision;

5. **Government/Public Use sign** - Signs erected and maintained by or under the direction of local, state or federal governmental authorities, and any lawful road name and any number sign regardless of whether it is publicly or privately erected. Such signs may contain "danger" or "warning" messages required by governmental or other authorities;

6. **Identification sign** - A permanent sign announcing the name of a subdivision, group housing project, locality, church, school, park, or other public or quasi-public structure or facility located on the premises;

7. **Directional sign** - An off-premises sign, one end of which may be pointed or on which an arrow may be painted, indicating the direction and/or distance to a business, church, school, hospital, park, scenic or historic place or other places of acknowledged public interest, and containing no other advertising;

8. Pylon/directory sign, on-premises - A sign on which the name of the development and the names and locations of occupants or the uses of a building or group of buildings is listed.

and,

9. Pylon/directory sign, off-premises - A sign on which the name of the development and the names and locations of occupants or the uses of a building or group of buildings not located upon the premises where such sign is located is listed.

In addition, if approved by Declarant, ~~the Property~~Commerce Park may be improved with traffic and directional signage, as well as emergency or public safety signage.

C. No temporary, paper, cardboard or similar signs, and no banners or flags (other than governmental flags) are permitted ~~on the Property within Commerce Park, provided, however, that temporary banners customary in the industrial sector at employee entrances (such as those which highlight workforce safety compliance or special employee events) shall be permitted (but shall be immediately removed if Declarant so requests upon receipt of a complaint from any other Lot Owner).~~

Signage may be backlit or illuminated from the front, but shall not be accented through lighting that flashes on and off.

D. Signage shall not be elevated above buildings creating a silhouetted logo or sign.

E. Signage on each individual lot shall be uniform in appearance, material, color scheme, proportions, attachments, lighting, and other characteristics.

F. All signs, including revision, repair, replacement or modification to existing signs shall be submitted in advance for review by the Augusta County Department of Community Development, even if a building permit is not required in the specific situation.

G. Existing permanent signs on Previously Sold Lots which were compliant under the Existing Declaration shall be deemed compliant for purposes of this Amended and Restated Declaration and may be repaired or replaced with an identical sign (as to size, type, materials,

lighting, appearance and all other material characteristics) in the same location without such repair or replacement triggering compliance with this Section 8.

9. Landscaping.

Landscaping requirements herein are provided to promote an aesthetic environment for all users of the Commerce Park. Landscaping requirements are a minimum; however, additional landscaping is encouraged.

A. Landscaping Calculations

The linear feet of lot frontage shall be multiplied by 0.85 to obtain the minimum amount of landscaping points required along the front of the lot. In the event that a corner lot exists, the total linear feet of frontage shall be multiplied by 0.65. Landscaping requirements for the Commerce Park shall be calculated and shall be met by utilizing a minimum number of points, as outlined, from the chart below.

- Existing plantings may be counted toward the number of points necessary.
- Plantings which are used for screening purposes shall not be counted toward landscaping points.
- A 25 foot wide buffer area which may contain grass, trees, or shrubs and pedestrian walkways only shall be located along all lot boundaries. Plantings in this buffer may be counted toward landscaping points.
- When fractional results exist, any fraction less than 0.5 shall be rounded down, while fractions of 0.5 or greater shall be rounded up to the nearest whole number.

Installation of ground-mounted solar systems in rear or side yards shall generate additional landscaping points to be calculated by taking one-half of the linear feet of the perimeter of the solar installation and multiplying it by 0.85. The additional landscaping requirements required as a result of the ground-mounted solar installation shall be in addition to any plantings required for screening purposes.

Landscaping Point Values

Material	Type	Minimum Size at Planting*	Points (each)
Trees	Large Deciduous Tree	2 ½ inches diameter, measured 4.5 ft. from the top of the root ball	20
	Medium Deciduous Tree	2 inches diameter, measured 4.5 ft. from the top of the root ball	15
	Small Deciduous Tree	6-8 ft. or 15 gallon or ornamental, measured 4.5 ft. from the top of the root ball	10
	Evergreen Tree	5-6 ft. in height, measured from the top of the root ball	15
Shrubs	Deciduous or Evergreen	7-gallon size (24 inches or more)	5
	Deciduous or Evergreen	3-gallon size (under 24 inches)	3
Gravel	Decorative	2-inch size maximum with 2 inch layer minimum	0
Mulch	Shredded bark, wood chips, or pine straw	3-inch layer minimum	0
*All multi-stem trees shall be a minimum of 5 feet in height, measured from the top of the root ball			

B. Landscaping Standards

The following standards shall be met in accordance with proper screening and buffering, as stated in Chapter 25 of the Augusta County Code, when necessary.

- (1) At least one-fourth (25%) of the landscaping points shall be foundational (within 15 feet of the building) to provide a transition between the ground surface and building wall.
- (2) The remaining three-fourths (75%) of the points shall be directed toward the foundation of the building and/or landscaping along the lot frontage.
- (3) All landscape beds shall utilize mulch or gravel per the guidelines located in the Landscaping Points Value chart above.

10. Construction; Maintenance.

A. Construction. The exterior of any building or accessory structure on a Lot shall be completed within two (2) years after commencement of building construction, unless such completion is impossible or would result in great hardship to the Lot Owner due to strikes, fire, national emergency or national calamity. Improvements not so completed, or upon which construction has ceased for ninety (90) consecutive days, or which have been partially or totally

destroyed and not rebuilt within twelve (12) months, may be declared by Declarant to be private nuisances. Upon such determination of a private nuisance, the Lot Owner shall immediately remove any such private nuisance or repair or complete the same at its expense. An Lot Owner may grade and perform other site work on a Lot independently so long as the Lot is stabilized with grass and such work fully complies with all applicable laws including but not limited to those pertaining to land disturbance, stormwater management, water quality, and erosion and sediment control.

B. **Maintenance.** Each Lot within Commerce Park and all improvements thereon shall be kept and maintained by the Lot Owner(s) in a clean, safe, attractive and functional condition and in good repair. Without limitation, all Lots (whether vacant or improved) shall be frequently mowed with weeds controlled as needed, provided that unimproved Lots and tracts may be maintained as natural fields or for hay production in accordance with customary agricultural practices and applicable law.

II. **Emergency Access Easements.**

~~A. **Declarant Reservation.** Declarant reserves to itself, its successors and assigns, the right to establish from time to time, by dedication or otherwise, underground utility and other reasonable easements, permits or licenses over, across, through and under any Lot or other portion of the Property, excluding those portions of the Property within approved building areas on Lots, for any purpose or use necessary or convenient for the use and occupancy of the Property or any other property owned by Declarant, which easements, permits or licenses may include, without limitation, water, sewer, gas, electricity, television cable, drainage, and irrigation.~~

~~B. **Easements Over Lots.** Declarant hereby reserves to itself, its successors and assigns an easement over, across, through and under each Lot to (a) exercise any right held by Declarant under this Declaration and (b) perform any obligation imposed upon Declarant by this Declaration.~~

~~C. **Emergency Access Easement.** Declarant hereby grants a perpetual non-exclusive easement to all police, sheriff, fire protection, ambulance and other similar agencies and persons to enter upon all roads within the Property Commerce Park in the performance of their duties.~~

12. **Further Subdivision.** No Lot shall be further subdivided or used for access to any property lying outside the boundaries of Commerce Park without the express written approval of the Declarant, in its discretion, which approval must be recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia in the land records to be effective.

13. **Remedies.**

A. Declarant, Augusta County acting through its Board of Supervisors, or any ~~Lot owner~~Lot Owner may proceed at law or in equity to seek specific performance or enjoin violation of this ~~Amended and Restated Declaration~~Amended and Restated Declaration ~~by any Lot owner,~~ and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorneys' fees.

B. In addition to all other rights and remedies at law or in equity, including the right to damages for violation of ~~this Declaration~~this Amended and Restated Declaration, if any Lot ~~other than a Previously Sold Lot ("New Lot")~~other than a Previously Sold Lot ("New Lot") or ~~Lot owner~~New Lot Owner is in violation of any covenant or condition under ~~this Declaration~~this Amended and Restated Declaration, Declarant may, but is not obligated to, cure such failure to comply at the ~~Lot owner~~New Lot Owners' sole cost and expense. If Declarant cures any such failure to comply, the ~~Lot owner~~New Lot Owner shall pay to Declarant the amount of all costs incurred by Declarant in connection therewith within thirty days after the owner receives a written invoice from Declarant. If a New Lot Owner fails to pay to such amount or any other amount due to Declarant as and when the same becomes due, such owner shall pay interest on such unpaid amount to Declarant at the rate equal to the Wall Street Journal prime rate, plus five percentage points, which interest shall accrue from the due date of such unpaid amount until the date paid.

C. All payment obligations of a ~~Lot owner~~New Lot Owner to Declarant under ~~this Declaration~~this Amended and Restated Declaration, including but not limited to reimbursement for costs incurred by Declarant to cure any failure by a ~~Lot owner~~New Lot Owner under paragraph 13(B) above, shall be secured by a lien on the New Lot. The lien shall secure the obligations of a ~~Lot owner~~New Lot Owner from the time the obligations become due, and shall include any interest, reasonable attorneys' fees, enforcement costs and costs of collection incurred by the Declarant. Such lien shall be prior to all other liens and encumbrances on a New Lot except (i) real estate tax liens, (ii) liens and encumbrances recorded prior to recordation of ~~this Declaration~~this

Amended and Restated Declaration, and (iii) sums unpaid and owing under any mortgage or deed of trust recorded prior to the perfection of Declarant's lien. Notice of a memorandum of lien to a holder of a deed of trust under Virginia Code Section 55-58.2 shall be given in the same fashion as if the Declarant's lien were a judgement.

In order to perfect its lien, the Declarant shall file in the Office of the Clerk of the Circuit Court of Augusta County, Virginia, before the expiration of twelve (12) months from the time the obligation became due and payable, a memorandum of lien which contains the following:

- (A) reference to ~~this Declaration~~ this Amended and Restated Declaration;
- (B) description of the Lot affected, by reference to Lot number;
- (C) name or names of the owner(s) of that Lot at the time of the filing;
- (D) amount of the obligation due or past due, together with the date it fell due;
- (E) date of the memorandum of lien;
- (F) name and address of the representative of Declarant to contact to arrange for payment or release of the lien; and
- (G) confirmation that prior notice to the ~~Lot owner~~ Lot Owner was sent as required below.

Prior to filing a memorandum of lien, Declarant shall send written notice to the ~~Lot owner(s)~~ New Lot Owner of the Lot to which the lien will attach, by certified mail or delivery service, at the ~~Lot owner(s)~~ New Lot Owner address according to the real property tax records, informing the ~~Lot owner(s)~~ New Lot Owner that a memorandum of lien in the enclosed form will be filed if payment is not received within ten days. The notice shall be sent at least ten days before the filing of the memorandum of lien.

D. To the fullest extent permitted by law, a lien under ~~this Declaration~~ this Amended and Restated Declaration may be foreclosed by Declarant in like manner as a mortgage on real estate, provided that no suit to foreclose a lien perfected under ~~this Declaration~~ this Amended and Restated Declaration shall be brought by Declarant more than twenty-four (24) months from the time the lien was recorded.

E. In the event of any dispute or enforcement action pursuant to ~~this Declaration~~ this Amended and Restated Declaration, Declarant shall be entitled to recover (and the amounts due

upon foreclosure of any lien, or awarded in any judgement or decree in any action brought under this Section shall include) reimbursement for costs and reasonable attorneys' fees and disbursements ~~together with interest at the rate equal to the Wall Street Journal prime rate, plus five percentage points (or if less, the maximum lawful rate for sums secured by the lien).~~

FE. The remedies hereby specified are cumulative, and ~~specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute.~~ The election of one remedy shall not preclude any other remedy. Nothing in this Section precludes actions or suits to recover sums from a ~~Lot owner~~**Lot Owner**, either together with or separate from the lien rights provided above, or the Declarant's taking of a deed in lieu of foreclosure of any such lien.

GF. No delay or failure on the part of an aggrieved party to invoke an available remedy shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

14. **Severability.** Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

15. **Captions.** The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

16. **Amendments.** These covenants may be amended only by the consent of the owners of not less than seventy-five percent (75%) of the Lots and the majority consent of the Board of Supervisors of Augusta County— provided however that so long as Declarant owns any portion of the Property, this Declaration may be amended by written approval of Declarant and owners

representing fifty percent (50%) of the Lots then platted within Commerce Park. Amendments to these covenants shall be recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia in the land records and shall become effective upon recordation. Each amendment shall be executed by the Lot Owners approving such amendment and an authorized representative of the Board to evidence requisite approval of such amendment.

17. **Additional Land.** The Declarant reserves for itself, its successors and assigns, the right without the approval of the owners of the Lots (except the owner of the land so submitted), to submit all or any portion of the Additional Land (as hereinafter defined) to the provisions of this Declaration. The Declarant may exercise such right by recording one or more amendments to this Declaration submitting the land described therein to this Declaration ("Supplementary Declarations"). Any Supplementary Declaration may contain such additions to the provisions in this Declaration as may be necessary to reflect the different character of the land described therein and as are not inconsistent with the overall scheme of this Declaration; provided, however, that such additions shall not apply to any numbered lot previously submitted to this Declaration without the written consent of the owner of the numbered lot subject to the additional provisions. Upon recordation of a Supplementary Declaration submitting land to this Declaration, the provisions of this Declaration shall apply to the land thereby added as if such land were originally part of the Property submitted to this Declaration. The Declarant's right to submit the Additional Land to this Declaration may be terminated only upon recordation of an instrument relinquishing such right. If the Declarant does not submit the Additional Land to this Declaration, such Additional Land may be developed in any manner allowable under local zoning and subdivision ordinances without regard to the restrictions in this Declaration. As used herein, the term "Additional Land" shall mean land zoned business or industrial and located contiguous to the Property.

~~18. — **Transfer of Declarant Rights.** Declarant may transfer rights created or reserved in this Declaration to any person acquiring portions of the Property and/or Additional Land owned by the Declarant and the date of transfer by an instrument evidencing the transfer recorded in the land records. The instrument shall not be effective unless it is executed by the transferor and transferee.~~

~~19. — **Transition to Association.** Declarant may at any time, in its discretion, elect to transition some or all of its right and obligations under this Declaration to an association formed for the purpose of governing and managing Commerce Park, which may or may not include conveyance~~

~~to such association of some or all of the shared open space, stormwater management facilities, common signage and other infrastructure serving or benefitting Commerce Park. In the event such an association is formed, it shall constitute a property owners' association with all powers and rights of a property owners' association under the Virginia Property Owners' Association Act as then in effect, including without limitation the power to levy and collect assessments from Lot owners to pay common expenses of Commerce Park and to assert a lien against delinquent or non-compliant Lots. The initial Board of Directors of such association shall be appointed by Declarant, with Lot owners entitled to elect future directors by vote, with each Lot entitled to one vote for each seat to be filled. Declarant shall notify Lot owners upon formation of any such association, including what common areas have been or will be transferred and what rights and obligations have been or will be transitioned.~~

The remainder of this page has been left blank intentionally.

WITNESS the following signatures and seals.

IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Declaration of Covenants and Restrictions to be executed in its name and on its behalf by the undersigned on due authority.

DECLARANT:

COUNTY OF AUGUSTA, VIRGINIA,
a political subdivision of the Commonwealth of
Virginia

By: _____ (SEAL)
Name: _____
Its: _____

STATE OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, 2019/2020, by _____, who is the _____ of Augusta County, Virginia.

My commission expires: _____
My Registration number is: _____

Notary Public

APPROVED AS TO FORM:

By: _____
Its: County Attorney

OWNER:

SHAMROCK FOODS COMPANY,
an Arizona corporation authorized to do business in
the Commonwealth of Virginia

By: _____ (SEAL)
Name: _____
Its: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was
acknowledged before me in the jurisdiction aforesaid this ____ day of _____, ~~2019~~2020, by
_____ as _____ of Shamrock Foods Company, on its behalf.

My commission expires: _____
My Registration number is: _____

Notary Public

OWNER:

SHEN VALLEY, L.L.C.,
a Virginia limited liability company

By: InterChange Group, Inc., its Manager

By: _____ (SEAL)
Devon C. Anders, President

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, ~~2019~~2020, by Devon C. Anders, as President of InterChange Group, Inc., a Virginia corporation, in its capacity as Manager of Shen Valley, L.L.C., on its behalf.

My commission expires: _____
My Registration number is: _____

Notary Public

OWNER:

HANSEN PARTNERS, LLC,
a Virginia limited liability company

By: _____ (SEAL)
Name: _____
Its: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, ~~2019~~2020, by _____ as _____ of Hansen Partners, LLC, on its behalf.

My commission expires: _____
My Registration number is: _____

Notary Public

OWNER:

RICHARD M. SHELTON (SEAL)

CHERYL D. SHELTON (SEAL)

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, ~~2019~~2020, by Richard M. Shelton.

My commission expires: _____
My Registration number is: _____

Notary Public

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, ~~2019~~2020, by Cheryl D. Shelton.

My commission expires: _____
My Registration number is: _____

Notary Public

OWNER:

DASCOM AMERICAS SBI LLC,
a Virginia limited liability company

By: _____ (SEAL)
Name: _____
Its: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, ~~2019~~2020, by _____ as _____ of DASCOM Americas SBI LLC, on its behalf.

My commission expires: _____
My Registration number is: _____

Notary Public

OWNER:

NEXUS COMMERCIAL VENTURES LLC,
a Virginia limited liability company

By: _____ (SEAL)
Name: _____
Its: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, 2019/2020, by _____ as _____ of Nexus Commercial Ventures LLC, on its behalf.

My commission expires: _____
My Registration number is: _____

Notary Public

EXHIBIT A

PROPERTY

See Attached

This document was prepared by:
Lisa Anne Hawkins (VSB# 44738)
Flora Pettit PC
90 North Main Street, Suite 201
Harrisonburg, Virginia 22802

Return to:
Rebekah Castle
Director of Economic Development and Marketing
PO Box 509 / 18 Government Center Lane
Verona, Virginia 24482

Tax Parcels: 46-73, 46-73B, 46-73C, 46-73D, 46-73E, 46-73F, 46-73G, 46-73H, 46-73J, 46-73K,
and 46A2-2-19

This instrument is exempt from recordation taxes pursuant to Va. Code § 58.1-809

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
MILL PLACE COMMERCE PARK

THIS AMENDED AND RESTATED DECLARATION is made as of the ____ day of _____, 2020, by the COUNTY OF AUGUSTA, VIRGINIA, a political subdivision of the Commonwealth of Virginia (herein called the "Declarant"). (Grantor and Grantee for indexing purposes), and the following owners of numbered lots within Mill Place Commerce Park, of which more than seventy-five percent (75%) have approved this Amended and Restated Declaration: SHAMROCK FOODS COMPANY; SHEN VALLEY, L.L.C.; HANSEN PARTNERS, LLC; RICHARD M. SHELTON and CHERYL D. SHELTON; DASCOM AMERICAS SBI LLC; and NEXUS COMMERCIAL VENTURES LLC (Grantors and Grantees for indexing purposes).

This Amended and Restated Declaration amends and restates in their entirety the following documents of record in the Office of the Clerk of the Circuit Court of Augusta County, Virginia: the Declaration of Covenants and Restrictions dated June 17, 2003, of record as Instrument No. 030014096 ("Original Declaration"), as amended by (a) First Amendment to Declaration of Covenants and Restrictions dated January 19, 2005, of record as Instrument No. 050002001, and (b) Second Amendment to Declaration of Covenants and Restrictions dated September 27, 2006,

of record as Instrument No. 060013780 (the "Second Amendment") and superseded by (c) Third Amendment to Declaration of Covenants and Restrictions, dated June 11, 2009, of record as Instrument No. 090006748 (the "Existing Declaration").

WITNESSETH:

WHEREAS, Declarant is the developer of Mill Place Commerce Park ("Commerce Park"), which is governed by the Existing Declaration; and

WHEREAS, Commerce Park is comprised of the real property described on that certain plat entitled "COMPILED PLAT SHOWING PROPERTY SUBJECT TO DECLARATION OF COVENANTS AND RESTRICTIONS MILL PLACE COMMERCE PARK COUNTY OF AUGUSTA, VIRGINIA" dated June 16, 2003, made by Robert E. Funk, Land Surveyor, and attached to the Original Declaration of record as Instrument No. 030014096, in the Office of the Clerk of the Circuit Court of Augusta County, Virginia, less and except the property comprised of 28 acres, more or less, released from the Original Declaration pursuant to the Second Amendment of record as Instrument No. 060013780 (the "Property"); and

WHEREAS, Declarant has sold multiple lots in Commerce Park, which are owned by third parties as of the date of this Amended and Restated Declaration as follows (the "Previously Sold Lots"):

<u>Tax Parcel</u>	<u>Current Owner</u>	<u>Source Deed(s)</u>
046 73F	Shamrock Foods Company	130006217
046 73H	Shen Valley, L.L.C.	170000221
046 73B	Hansen Partners, LLC	110004174
046 73E	Richard M. Shelton and Cheryl D. Shelton	150000141
046 73D	Dascom Americas SBI LLC	130003564
046 73C	Nexus Commercial Ventures LLC	160001638

WHEREAS, Declarant remains the owner in fee simple of all other portions of Commerce Park (collective referred to herein as the "Remaining Property"); and

WHEREAS, Section 22 of the Existing Declaration permits amendments thereto by the consent of the owners of not less than seventy-five percent (75%) of the numbered lots subject to

the Existing Declaration and the approval of the Board of Supervisors of Augusta County, Virginia (the "Board of Supervisors"), whether or not the County is a landowner; and

WHEREAS, by [unanimous] vote at its meeting held on _____, the Board of Supervisors approved this Amended and Restated Declaration to amend and restate the Existing Declaration; and

WHEREAS, the requisite percentage of Lot Owners within Commerce Park join in this instrument to evidence their consent to this Amended and Restated Declaration as an amendment and restatement of the Existing Declaration.

NOW, THEREFORE, Declarant and the requisite number of lot owners in Commerce Park join in this Amended and Restated Declaration to amend and restate in its entirety the Existing Declaration, and to replace it with the following mutual and beneficial restrictions, covenants, conditions and charges ("Restrictions"), under a general plan or scheme of improvement for the benefit and complement of all of the existing and future platted and numbered lots, including without limitation all Previously Sold Lots, in Commerce Park (each, a "Lot"), and of the current and future owners of Lots (each, a "Lot Owner" which term includes multiple co-owners of a single Lot but does not include those holding an interest as security for debt or pursuant to a lease).

1. **Establishment of Restrictions; Mutuality of Benefit and Obligation.** This Amended and Restated Declaration amends, restates and replaces the Existing Declaration, and all of the Previously Sold Lots as well as all of the Remaining Property, being the balance of the Commerce Park owned by Declarant, are and shall hereafter be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of Lots in Commerce Park and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of Commerce Park. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to Lots within Commerce Park or any part or parts thereof (including without limitation the Previously Sold Lots) subject to such Restrictions, as made applicable by this Amended and Restated Declaration.

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot subject to these Restrictions and are intended to create mutual, equitable servitudes upon each of the Lots in favor of each and all of the other Lots to create reciprocal rights between the respective Lot Owners, to create a privity of contract and estate between the grantees of the Lots, their successors and assigns, and shall as to each Lot Owner operate as covenants running with the land for the benefit of all Lots and Lot Owners, now and in the future.

2. **Term.** This Amended and Restated Declaration runs with the land and shall exist and be binding upon all parties and all persons claiming under them and their successors and assigns for a term of twenty-five (25) years from the date this Amended and Restated Declaration is recorded after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period these Restrictions are expressly terminated by a duly recorded instrument signed by: (a) the owners of not less than seventy-five percent (75%) of the numbered Lots subject to these Restrictions, (b) Declarant, and (c) if Augusta County is no longer Declarant but still owns any of the Remaining Property, the Chair of the Board of Supervisors evidencing approval of such termination by the Augusta County Board of Supervisors.

3. **Delegation or Assignment of Powers.** Augusta County as Declarant may delegate by resolution of its Board of Supervisors any or all of the powers granted or reserved to it under this Amended and Restated Declaration to any County department, County official or to the Augusta County Economic Development Authority or other governmental body, or may assign by instrument of transfer approved by the Augusta County Board of Supervisors its powers under this Amended and Restated Declaration to any non-stock membership corporation in which owners of Lots are designated as members with voting privileges, as it deems appropriate. Any such delegation may be revoked, in whole or in part, by resolution of the Board of Supervisors. Any delegation, assignment or revocation under this paragraph shall take effect upon recordation of the applicable resolution or notice thereof in the Office of the Clerk of the Circuit Court of Augusta County, Virginia. Declarant shall provide notice to Lot Owners at the time of any such delegation or assignment.

If Declarant transitions governance to a non-stock membership corporation under this Section 3, then effective upon the date of such transition, requests for reconsideration pursuant to

Section 5.F and exception requests pursuant to Section 5.E under this Amended and Restated Declaration shall be heard by the Board of Directors of such corporation, in place of the Board of Supervisors as provided herein, and the Board of Directors of such corporation shall have all rights and obligations of the Board of Supervisors to hear and decide such requests for purposes of this Amended and Restated Declaration.

4. **Use.**

A. **Use Generally.** These Restrictions do not limit Commerce Park to specific uses, and each Lot may be used in accordance with its applicable zoning as approved and enforced by Augusta County, Virginia from time to time. Declarant reserves the right to impose use restrictions on any portion of the Remaining Property which is owned by Declarant at the time such restriction is imposed, for its benefit or the benefit of any one or more other Lots as specified in such restriction, provided that any such restriction shall be effective only if recorded in the Office of the Clerk of the Circuit Court of Augusta County, Virginia.

B. **Prohibited Uses.** No use shall be permitted or maintained by a Lot Owner, its tenants or other occupants or invitees on any Lot which causes or produces any of the following effects discernible to the owner, tenant or occupant of any other Lot to a degree of commercial unreasonableness (by reference to industry norms) which creates a private nuisance by virtue of its frequency, duration and intensity:

1. Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
2. Smoke or other emissions which fail to meet minimum state and federal requirements or excessive smoke or other emissions which create hazards or private nuisance for adjacent property;
3. Radiation;
4. Noxious, toxic, or corrosive fumes or gases;
5. Offensive odors;
6. Unusual fire or explosive hazards; or
7. Excessive vibration.

5. **Review of Plans and Improvements; Exceptions.**

A. **Approval Required.** In addition to all required submittals and permits required under applicable law including but not limited to site plan approval under the Zoning Ordinance, the construction, renovation, expansion, and exterior alteration of any building, structure or other improvement (including without limitation, signage, fencing, pavement, storage yards, antennae, satellite dishes, and tanks) as well as landscaping and other non-structural, exterior improvements to a Lot within Commerce Park are subject to prior review and approval by Declarant under this Amended and Restated Declaration. Without limitation, installation or modification of the following, among other things, shall require prior written approval of Declarant under this Amended and Restated Declaration: primary and accessory buildings, grading and other site preparation or modification; landscaping (including, without limitation, tree cutting and clearing); building construction (including, without limitation, exterior finish and color); sign design and erection; exterior changes to property or improvements (including, without limitation, changes of exterior colors by repainting or otherwise); modification, alteration or enlargement of any existing structure; paving and driveways; fencing; mailboxes; exterior lighting; and location of all new structures and improvements. The requirement for review and approval of alterations shall not apply to alterations to the *interior* of an existing building, or to landscaping changes within the scope of an approved landscaping plan under this Amended and Restated Declaration. Construction and improvements by Declarant shall not be subject to approval or review, notwithstanding anything to the contrary in this Amended and Restated Declaration.

B. **Approval Process.** Plans and specifications shall be prepared under signature of the Lot Owner or the Lot Owner's authorized agent, and shall include: 1. Lot layout, 2. Construction materials, 3. Exterior elevations, including materials and colors, structural design and roof plans, 4. Exterior lighting plans, 5. outdoor signage, 6. outdoor storage, 7. Screening, 8. Parking and access plans, including layout, 9. Utility plan, and 10. landscaping plans. Preliminary plans with less detail may be submitted for initial review and input prior to full project engineering and design, to allow Lot Owners to manage project cost by obtaining up-front feedback, but any such approval shall not constitute final approval or eliminate the requirement for submittal and approval upon completion of engineering and design work. Submittals for approval of new construction may also

be made in phases, such as site related plans concurrently with site plan approval under the Zoning Ordinance, and building elevation and materials approved concurrently.

C. Review. Approval shall be based, among other things, on compliance with the development standards set forth in Section 6 below; adequacy of Lot dimensions; entrance locations onto and proper facing of main elevation of improvements to road system within Commerce Park; storm drainage considerations; conformity and harmony of exterior design with nearby structures within Commerce Park; relation of topography, grade and finished ground elevation of the Lot to that of neighboring Property; visibility of improvements from public streets and recreational areas within Commerce Park; and general conformity to the general plan and intent of these Restrictions to promote harmonious design and standards of quality within Commerce Park.

Neither Declarant nor any person or agency exercising delegated authority of Declarant or their respective officers, employees, or agents shall be responsible or liable for any defects in any plans or specifications which are submitted, revised or approved pursuant to this Amended and Restated Declaration, nor for any defects in construction pursuant to such plans and specifications, nor for any loss, damage or injury arising out of the review or approval of plans under this Amended and Restated Declaration, unless due to the criminal misconduct or conscious bad faith of the party to be held liable. Review and approval of any plan or improvement under this Amended and Restated Declaration shall not be considered or deemed approval of the project from the standpoint of safety, whether structural or otherwise. Approval of plans and specifications pursuant to this Amended and Restated Declaration shall not relieve any owner or developer of responsibility to comply with the applicable code and regulations of Augusta County, Virginia and other governmental authorities having jurisdiction with respect to any planned development, construction, renovation, alteration or use of a Lot.

D. Expiration. Approval under this Amended and Restated Declaration of any proposed plan or project shall expire within the period of time that would apply to such approval if it were a site plan approval pursuant to Virginia Code Section 15.2-2261 or its successor statute as in effect on the date of such plan or project approval under this Amended and Restated Declaration (which expiration period under such statute is currently five years), unless a different

expiration date is specified in the approval. Declarant may, in its sole and absolute discretion, grant an extension of any expiration date in writing.

E. Exceptions. The Board of Supervisors of Augusta County (or its successor/assignee pursuant to Section 3) (the "Board") may, by majority vote, grant exceptions to any Design Standards or development standards set forth in Sections 6 through 10 below or elsewhere in this Amended and Restated Declaration, upon request of a Lot Owner after notice to all Lot Owners and an opportunity to be heard at a duly called Board meeting. Declarant may elect to voluntarily comply with any Design Standards or development standards set forth in Sections 6 through 10 below or elsewhere in this Amended and Restated Declaration but is not obligated to do so as to any portion of the Remaining Property owned by Declarant.

F. Request for Reconsideration. Any Lot Owner aggrieved by a decision of Declarant regarding plan approval under this Amended and Restated Declaration may request reconsideration of such decision to the Board within thirty (30) calendar days of receipt of notice of such decision, setting for the basis for such request. The Board may in its discretion (or if the decision at issue was made by a department, official or other governmental body to which the Board delegated its authority under Section 3 above then the Board shall) grant an aggrieved Lot Owner a hearing in response to a reconsideration request and the County shall set a date for a hearing within sixty (60) days of filing and shall provide notice of such hearing to all Lot Owners at least fourteen (14) days in advance of the hearing. Any such hearing shall be subject to payment by the Lot Owner requesting reconsideration of an amount sufficient to cover the actual cost of such mailing and other expenses of the County in connection with the reconsideration hearing, as reasonably determined by the County. At any such hearing, both a representative of the Declarant and the Lot Owner requesting reconsideration shall be permitted to present to the Board, and other Lot Owners and interested parties shall be offered the opportunity to express support for affirming or reversing the decision under reconsideration. The Board may establish reasonable time limits and other reasonable procedures to govern any such hearing. Decision of the Board upon reconsideration shall be made in its discretion.

G. Inspection. Declarant or its designated representatives have the right, from time to time, after reasonable prior notice to the Owner of a Lot and subject to the right of the Lot Owner to be

present, to enter and inspect any Lot in Commerce Park to verify compliance with any and all approved plans and this Amended and Restated Declaration.

6. **Development Standards.**

A. **Design Standards.** Declarant may adopt design standards ("Design Standards") to guide development within the Remaining Property, and may amend such Design Standards from time to time (provided that such amendment shall apply only to improvements made after approval of such amendment after notice to the Lot Owners). Such Design Standards may specify guidelines and requirements for, but not limited to, design and construction of, as well as improvements to, all structures (including maximum height limitations), landscaping, exterior lighting, signage, fencing, exterior finish and colors and general improvements proposed within the Remaining Property. The Design Standards may impose different design guidelines and other requirements upon different areas within Commerce Park, either through the adoption of different Design Standards for different zone classifications under the Master Plan for Mill Place Commerce Park or by specification of differing requirements for different areas of Commerce Park within a single set of Design Standards. Any plans submitted for approval with respect to the Remaining Property shall be considered and reviewed by reference to the Design Standards then in effect. Declarant shall provide a copy of any then-existing Design Standards, or confirm that no Design Standards are then in effect if that is the case, upon request of any Lot Owner.

B. **General Guidelines.** Colors, materials, finishes, and building form shall be consistent in manner on all elevations.

The construction of buildings shall follow the following guidelines:

- The exterior construction of buildings shall be of stone, brick, concrete (reinforced, precast, poured in place, or tilt-up), equivalent masonry construction, glass, exterior insulated finish system (EIFS) or a combination of these materials, as deemed appropriate by Declarant, and such other materials as are permitted under the Design Standards, if any; provided that metal-skinned buildings are permitted so long as such materials comprise no more than one-fourth (25%) of the exterior face of the building wall(s) which face any public street.

- Raw block or concrete masonry units left exposed are not acceptable.
- Building entrances shall be lit at night, and shall be off-set and/or accented through the use of material combinations.
- Dock doors shall not be in front yards unless screened by earth berms, landscaping, or building components.
- Accessory buildings and dumpster enclosures shall be of similar design utilizing identical or complementary materials to the principal buildings. Accessory buildings, other than a building related to safety and security, shall never be located in front yards.
- Dumpsters must be screened or enclosed as set forth in Section 6.E below.

C. Mechanical Equipment. Mechanical equipment shall be located and/or screened to restrict visibility from I-81, public streets and other Lots and recreational areas within Commerce Park in a manner approved by Declarant as part of the Plan Approval process under this Amended and Restated Declaration, taking into account topography and design considerations which vary among Lots such that a single standard is not feasible across all Lots. Parapets or other features may be required for screening purposes. Subject to all applicable zoning requirements and approvals, solar panels which are accessory to and scaled to provide electrical energy for an existing building permitted under this Amended and Restated Declaration are permitted to be installed on buildings and in rear and side yards with screening as required under Section 9A below. Solar panels shall be located to minimize impacts on neighboring parcels, including glare, and must be approved as part of the Plan Approval process under this Amended and Restated Declaration prior to installation.

D. General Outdoor Storage. For purposes of this section, "outdoor storage" includes outdoor display and is defined as the keeping of any goods, junk, material, merchandise, or motor vehicles in any place other than a completely enclosed building for more than seventy-two (72) hours. The term "outdoor storage" also includes the use of shipping containers, dropping of trailers or extended term parking of trucks or trailers for storage or display purposes except within the boundaries of any "drop trailer lot" shown on a site plan approved in accordance with the ordinances of Augusta County or approved by Declarant in writing as to any Lot. The Restrictions

in this paragraph do not include intermittent parking of operational passenger vehicles in parking areas or intermittent parking of trucks in the ordinary course of business operations.

Outdoor storage is permitted in the Commerce Park to the extent permitted by applicable zoning, which may require special use permit, with the following additional restrictions:

- Outdoor storage is not permitted in front yards.
- Outdoor storage shall not be visible from Interstate 81 or any other public street.
- Outdoor storage is limited to no more than 50% of the principal building footprint.
- Outdoor storage must be kept neat and orderly.

If outdoor storage is utilized, screening is required as set forth in Section 6.E below.

E. Screening. For the purposes of this document, screening shall be defined as a method of visually shielding or obscuring any structure or use by: (1) opaque fencing, (2) walls, (3) berms, (4) trees, (5) landscaping, or (6) other method approved by Declarant. If trees are used as a screening method, they shall be dense and mature enough to completely shield the structure or use from Interstate 81 or any public street within two (2) years of issuance of permanent occupancy permit for the applicable structure. Any screening method used shall provide as adequate a screening in winter months as in summer months.

F. Fencing. Fences are permitted on Lots only with prior approval of Declarant which will consider, among other things, the height, location and materials in order to ensure compatibility with Commerce Park.

G. Yards. For purposes of this Amended and Restated Declaration, in the case of corner lots, there will be no rear yards, but only front and side yards. Front yards consist of the space extending the full width of the lot between the building and the street.

H. Utilities. All new utility services including, electric power, telephone, and fiber optic shall be installed underground. Existing overhead electric power transmission lines may remain. Gas storage tanks or other above-ground tanks required to be placed above ground shall be screened as set forth in Section 6.E above.

I. Off-Street Loading Areas. Off-street loading areas shall be located entirely on the same Lot as the principal use. No off-street loading areas shall be located within any required setback adjoining any street boundary or buffer area.

J. Lighting. All lighting will adhere to Article VI.A, Outdoor Lighting Ordinance as amended in Chapter 25 of the Augusta County Code (25-60 through 25-67). In addition, the spillover of lighting from exterior lighting on a Lot shall not exceed 0.5 foot candle (i) onto public streets unless otherwise approved in writing by Declarant or (ii) onto adjacent property unless otherwise agreed in writing by the Lot Owner of such adjacent property. Spillover shall be measured horizontally and vertically at the property line or limit of a right of way or easement, whichever is closer to the light source. All outdoor luminaires, regardless of the amount of lumens, shall be arranged or shielded to reflect light away from adjoining property within Commerce Park and from adjacent public streets unless approved in writing in the same manner as applies to spillover above. Lighting type and color are subject to approval of Declarant in its reasonable discretion to ensure compatibility and consistency of lighting within Commerce Park. Appropriately placed security lighting which is controlled by motion sensors shall be afforded more flexibility as to the standards in this paragraph than other types of lighting.

K. Temporary Structures. No structures or buildings of a temporary character (except a sales facility or construction trailer for Declarant's use in selling or developing Lots or tracts), nor any mobile home, house trailer, tent, shack, or other such structure shall be placed or used within Commerce Park, either temporarily or permanently, without prior written approval of Declarant, in its reasonable discretion. Notwithstanding the preceding sentence, necessary appurtenances, modest construction trailers and structures of a temporary nature may be used without approval during the period of performance of construction of any improvement for which necessary government permits and Declarant approval under this Amended and Restated Declaration have been obtained, provided that (a) Declarant shall approve the location and appearance of such appurtenances, trailers or structures, such approval not to be unreasonably withheld, conditioned or delayed, (b) no overnight occupancy shall be permitted in any such appurtenance, trailer or structure, and (c) all such appurtenances, trailers or structures shall be removed from Commerce Park on the date of substantial completion of said improvement.

L. Existing Improvements. Existing improvements on Previously Sold Lots which were approved under the Existing Declaration shall be deemed approved for purposes of this Amended and Restated Declaration and may be repaired and as to equipment, fencing and screening, replaced in kind in the same location without such repair or replacement triggering compliance with the design standards of this Section 6, although in most cases that should not be an issue since as a general matter the design standards under this Amended and Restated Declaration are more flexible and less restrictive than those under the Existing Declaration.

7. Parking.

A. General. Compliance with the parking regulations of Augusta County is required.

B. Parking Area Landscaping. Off-street parking areas containing 25 spaces or more shall provide interior or buffer landscaping equal to five (5) percent of the total parking lot and circulation area.

1. Each landscape area shall be a minimum of six feet (6') wide and shall be no less than one hundred (100) square feet.

2. Interior landscape areas shall be placed to facilitate the safe and efficient movement of traffic and to help distinguish truck and passenger vehicle travelways as well as vehicular and pedestrian areas.

3. Each landscape area must contain a combination of at least 3 of the following: grass, trees, plants, and other natural materials, such as rock and wood chips, and decorative features, including sculpture, patterned walks, fountains, and pools. No bare ground shall exist.

4. Interior landscape areas are not required for gravel lots, but buffer landscaping is required.

8. Signs.

A. No billboards or pole-mounted signs are permitted within Commerce Park.

B. All signage shall comply with applicable ordinances and regulations of Augusta County, Virginia, provided, however, that only the following signs are permitted within Commerce Park:

- 1. Advertising sign, on-premises - A sign which directs attention to a business, profession, commodity, service or entertainment sold or offered upon the premises where such sign is located or to which it is attached. Includes "coming soon" and "future home of" signs;**
- 2. Construction sign - Any sign giving the name or names of principal contractors, architects, engineers, landscape architects, or other such professional persons, and lending institutions responsible for the lawful construction, alteration, remodeling or demolition on the site where the sign is placed. Such signs shall be limited to one listing for each person or organization involved, and such signs shall be removed within thirty (30) days after the issuance of the Certificate of Occupancy or within thirty (30) days of completion of a demolition project;**
- 3. Real estate, lot sign - On-site signs advertising the sale, rent or lease of a single dwelling unit, building, or vacant lot containing one acre or less; provided that such signs shall be removed promptly after closing of the transaction;**
- 4. Real estate, tract sign - On-site signs advertising the sale, rent or lease of more than one acre of land or multiple lots within a subdivision; provided, that such signs shall be neatly painted and maintained, and shall be removed promptly after closing of the transaction of all tracts or lots within the subdivision;**
- 5. Government/Public Use sign - Signs erected and maintained by or under the direction of local, state or federal governmental authorities, and any lawful road name and any number sign regardless of whether it is publicly or privately erected. Such signs may contain "danger" or "warning" messages required by governmental or other authorities;**
- 6. Identification sign - A permanent sign announcing the name of a subdivision, group housing project, locality, church, school, park, or other public or quasi-public structure or facility located on the premises;**

7. **Directional sign** - An off-premises sign, one end of which may be pointed or on which an arrow may be painted, indicating the direction and/or distance to a business, church, school, hospital, park, scenic or historic place or other places of acknowledged public interest, and containing no other advertising;

8. **Pylon/directory sign, on-premises** - A sign on which the name of the development and the names and locations of occupants or the uses of a building or group of buildings is listed.

and,

9. **Pylon/directory sign, off-premises** - A sign on which the name of the development and the names and locations of occupants or the uses of a building or group of buildings not located upon the premises where such sign is located is listed.

In addition, if approved by Declarant, Commerce Park may be improved with traffic and directional signage, as well as emergency or public safety signage.

C. No temporary, paper, cardboard or similar signs, and no banners or flags (other than governmental flags) are permitted within Commerce Park, provided, however, that temporary banners customary in the industrial sector at employee entrances (such as those which highlight workforce safety compliance or special employee events) shall be permitted (but shall be immediately removed if Declarant so requests upon receipt of a complaint from any other Lot Owner).

Signage may be backlit or illuminated from the front, but shall not be accented through lighting that flashes on and off.

D. Signage shall not be elevated above buildings creating a silhouetted logo or sign.

E. Signage on each individual lot shall be uniform in appearance, material, color scheme, proportions, attachments, lighting, and other characteristics.

F. All signs, including revision, repair, replacement or modification to existing signs shall be submitted in advance for review by the Augusta County Department of Community Development, even if a building permit is not required in the specific situation.

G. Existing permanent signs on Previously Sold Lots which were compliant under the Existing Declaration shall be deemed compliant for purposes of this Amended and Restated Declaration and may be repaired or replaced with an identical sign (as to size, type, materials, lighting, appearance and all other material characteristics) in the same location without such repair or replacement triggering compliance with this Section 8.

9. **Landscaping.**

Landscaping requirements herein are provided to promote an aesthetic environment for all users of the Commerce Park. Landscaping requirements are a minimum; however, additional landscaping is encouraged.

A. **Landscaping Calculations**

The linear feet of lot frontage shall be multiplied by 0.85 to obtain the minimum amount of landscaping points required along the front of the lot. In the event that a corner lot exists, the total linear feet of frontage shall be multiplied by 0.65. Landscaping requirements for the Commerce Park shall be calculated and shall be met by utilizing a minimum number of points, as outlined, from the chart below.

- Existing plantings may be counted toward the number of points necessary.
- Plantings which are used for screening purposes shall not be counted toward landscaping points.
- A 25 foot wide buffer area which may contain grass, trees, or shrubs and pedestrian walkways only shall be located along all lot boundaries. Plantings in this buffer may be counted toward landscaping points.
- When fractional results exist, any fraction less than 0.5 shall be rounded down, while fractions of 0.5 or greater shall be rounded up to the nearest whole number.

Installation of ground-mounted solar systems in rear or side yards shall generate additional landscaping points to be calculated by taking one-half of the linear feet of the perimeter of the solar installation and multiplying it by 0.85. The additional landscaping requirements required as a result of the ground-mounted solar installation shall be in addition to any plantings required for screening purposes.

Landscaping Point Values			
Material	Type	Minimum Size at Planting*	Points (each)
Trees	Large Deciduous Tree	2 ½ inches diameter, measured 4.5 ft. from the top of the root ball	20
	Medium Deciduous Tree	2 inches diameter, measured 4.5 ft. from the top of the root ball	15
	Small Deciduous Tree	6-8 ft. or 15 gallon or ornamental, measured 4.5 ft. from the top of the root ball	10
	Evergreen Tree	5-6 ft. in height, measured from the top of the root ball	15
Shrubs	Deciduous or Evergreen	7-gallon size (24 inches or more)	5
	Deciduous or Evergreen	3-gallon size (under 24 inches)	3
Gravel	Decorative	2-inch size maximum with 2 inch layer minimum	0
Mulch	Shredded bark, wood chips, or pine straw	3 inch layer minimum	0
*All multi-stem trees shall be a minimum of 5 feet in height, measured from the top of the root ball			

B. Landscaping Standards

The following standards shall be met in accordance with proper screening and buffering, as stated in Chapter 25 of the Augusta County Code, when necessary.

(1) At least one-fourth (25%) of the landscaping points shall be foundational (within 15 feet of the building) to provide a transition between the ground surface and building wall.

(2) The remaining three-fourths (75%) of the points shall be directed toward the foundation of the building and/or landscaping along the lot frontage.

(3) All landscape beds shall utilize mulch or gravel per the guidelines located in the Landscaping Points Value chart above.

10. Construction; Maintenance.

A. Construction. The exterior of any building or accessory structure on a Lot shall be completed within two (2) years after commencement of building construction, unless such completion is impossible or would result in great hardship to the Lot Owner due to strikes, fire, national emergency or national calamity. Improvements not so completed, or upon which

construction has ceased for ninety (90) consecutive days, or which have been partially or totally destroyed and not rebuilt within twelve (12) months, may be declared by Declarant to be private nuisances. Upon such determination of a private nuisance, the Lot Owner shall immediately remove any such private nuisance or repair or complete the same at its expense. A Lot Owner may grade and perform other site work on a Lot independently so long as the Lot is stabilized with grass and such work fully complies with all applicable laws including but not limited to those pertaining to land disturbance, stormwater management, water quality, and erosion and sediment control.

B. **Maintenance.** Each Lot within Commerce Park and all improvements thereon shall be kept and maintained by the Lot Owner in a clean, safe, attractive and functional condition and in good repair. Without limitation, all Lots (whether vacant or improved) shall be frequently mowed with weeds controlled as needed, provided that unimproved Lots and tracts may be maintained as natural fields or for hay production in accordance with customary agricultural practices and applicable law.

11. **Emergency Access Easement.** Declarant hereby grants a perpetual non-exclusive easement to all police, sheriff, fire protection, ambulance and other similar agencies and persons to use all roads within Commerce Park in the performance of their duties.

12. **Further Subdivision.** No Lot shall be further subdivided or used for access to any property lying outside the boundaries of Commerce Park without the express written approval of the Declarant, in its discretion, which approval must be recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia in the land records to be effective.

13. **Remedies.**

A. Declarant, Augusta County acting through its Board of Supervisors, or any Lot Owner may proceed at law or in equity to seek specific performance or enjoin violation of this Amended and Restated Declaration, and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorneys' fees.

B. In addition to all other rights and remedies at law or in equity, including the right to damages for violation of this Amended and Restated Declaration, if any Lot other than a Previously Sold Lot ("New Lot") or New Lot Owner is in violation of any covenant or condition under this

Amended and Restated Declaration, Declarant may, but is not obligated to, cure such failure to comply at the New Lot Owners' sole cost and expense. If Declarant cures any such failure to comply, the New Lot Owner shall pay to Declarant the amount of all costs incurred by Declarant in connection therewith within thirty days after the owner receives a written invoice from Declarant. If a New Lot Owner fails to pay to such amount or any other amount due to Declarant as and when the same becomes due, such owner shall pay interest on such unpaid amount to Declarant at the rate equal to the Wall Street Journal prime rate, plus five percentage points, which interest shall accrue from the due date of such unpaid amount until the date paid.

C. All payment obligations of a New Lot Owner to Declarant under this Amended and Restated Declaration, including but not limited to reimbursement for costs incurred by Declarant to cure any failure by a New Lot Owner under paragraph 13(B) above, shall be secured by a lien on the New Lot. The lien shall secure the obligations of a New Lot Owner from the time the obligations become due, and shall include any interest, reasonable attorneys' fees, enforcement costs and costs of collection incurred by the Declarant. Such lien shall be prior to all other liens and encumbrances on a New Lot except (i) real estate tax liens, (ii) liens and encumbrances recorded prior to recordation of this Amended and Restated Declaration, and (iii) sums unpaid and owing under any mortgage or deed of trust recorded prior to the perfection of Declarant's lien. Notice of a memorandum of lien to a holder of a deed of trust under Virginia Code Section 55-58.2 shall be given in the same fashion as if the Declarant's lien were a judgement.

In order to perfect its lien, the Declarant shall file in the Office of the Clerk of the Circuit Court of Augusta County, Virginia, before the expiration of twelve (12) months from the time the obligation became due and payable, a memorandum of lien which contains the following:

- (A) reference to this Amended and Restated Declaration;
- (B) description of the Lot affected, by reference to Lot number;
- (C) name or names of the owner(s) of that Lot at the time of the filing;
- (D) amount of the obligation due or past due, together with the date it fell due;
- (E) date of the memorandum of lien;
- (F) name and address of the representative of Declarant to contact to arrange for payment or release of the lien; and
- (G) confirmation that prior notice to the Lot Owner was sent as required below.

Prior to filing a memorandum of lien, Declarant shall send written notice to the New Lot Owner of the Lot to which the lien will attach, by certified mail or delivery service, at the New Lot Owner address according to the real property tax records, informing the New Lot Owner that a memorandum of lien in the enclosed form will be filed if payment is not received within ten days. The notice shall be sent at least ten days before the filing of the memorandum of lien.

D. To the fullest extent permitted by law, a lien under this Amended and Restated Declaration may be foreclosed by Declarant in like manner as a mortgage on real estate, provided that no suit to foreclose a lien perfected under this Amended and Restated Declaration shall be brought by Declarant more than twenty-four (24) months from the time the lien was recorded.

E. In the event of any dispute or enforcement action pursuant to this Amended and Restated Declaration, Declarant shall be entitled to recover (and the amounts due upon foreclosure of any lien, or awarded in any judgement or decree in any action brought under this Section shall include) reimbursement for costs and reasonable attorneys' fees and disbursements.

F. The remedies hereby specified are cumulative, and specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. The election of one remedy shall not preclude any other remedy. Nothing in this Section precludes actions or suits to recover sums from a Lot Owner, either together with or separate from the lien rights provided above, or the Declarant's taking of a deed in lieu of foreclosure of any such lien.

G. No delay or failure on the part of an aggrieved party to invoke an available remedy shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

14. **Severability.** Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

15. **Captions.** The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

16. **Amendments.** These covenants may be amended only by the consent of the owners of not less than seventy-five percent (75%) of the Lots and the majority consent of the Board of Supervisors of Augusta County— provided however that so long as Declarant owns any portion of the Property, this Declaration may be amended by written approval of Declarant and owners representing fifty percent (50%) of the Lots then platted within Commerce Park. Amendments to these covenants shall be recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia in the land records and shall become effective upon recordation. Each amendment shall be executed by the Lot Owners approving such amendment and an authorized representative of the Board to evidence requisite approval of such amendment.

17. **Additional Land.** The Declarant reserves for itself, its successors and assigns, the right without the approval of the owners of the Lots (except the owner of the land so submitted), to submit all or any portion of the Additional Land (as hereinafter defined) to the provisions of this Declaration. The Declarant may exercise such right by recording one or more amendments to this Declaration submitting the land described therein to this Declaration ("Supplementary Declarations"). Any Supplementary Declaration may contain such additions to the provisions in this Declaration as may be necessary to reflect the different character of the land described therein and as are not inconsistent with the overall scheme of this Declaration; provided, however, that such additions shall not apply to any numbered lot previously submitted to this Declaration without the written consent of the owner of the numbered lot subject to the additional provisions. Upon recordation of a Supplementary Declaration submitting land to this Declaration, the provisions of this Declaration shall apply to the land thereby added as if such land were originally part of the Property submitted to this Declaration. The Declarant's right to submit the Additional Land to this Declaration may be terminated only upon recordation of an instrument relinquishing such right. If the Declarant does not submit the Additional Land to this Declaration, such Additional Land may be developed in any manner allowable under local zoning and subdivision ordinances without

regard to the restrictions in this Declaration. As used herein, the term "Additional Land" shall mean land zoned business or industrial and located contiguous to the Property.

The remainder of this page has been left blank intentionally.

WITNESS the following signatures and seals.

IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Declaration of Covenants and Restrictions to be executed in its name and on its behalf by the undersigned on due authority.

DECLARANT:

COUNTY OF AUGUSTA, VIRGINIA,
a political subdivision of the Commonwealth of
Virginia

By: _____ (SEAL)
Name: _____
Its: _____

STATE OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, 2020, by _____, who is the _____ of Augusta County, Virginia.

My commission expires: _____
My Registration number is: _____

Notary Public

APPROVED AS TO FORM:

By: _____
Its: County Attorney

OWNER:

SHAMROCK FOODS COMPANY,
an Arizona corporation authorized to do business in
the Commonwealth of Virginia

By: _____ (SEAL)
Name: _____
Its: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was
acknowledged before me in the jurisdiction aforesaid this ____ day of _____, 2020, by
_____ as _____ of Shamrock Foods Company, on its behalf.

My commission expires: _____
My Registration number is: _____

Notary Public

OWNER:

SHEN VALLEY, L.L.C.,
a Virginia limited liability company

By: InterChange Group, Inc., its Manager

By: _____ (SEAL)
Devon C. Anders, President

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, 2020, by Devon C. Anders, as President of InterChange Group, Inc., a Virginia corporation, in its capacity as Manager of Shen Valley, L.L.C., on its behalf.

My commission expires: _____
My Registration number is: _____

Notary Public

OWNER:

HANSEN PARTNERS, LLC,
a Virginia limited liability company

By: _____ (SEAL)
Name: _____
Its: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, 2020, by _____ as _____ of Hansen Partners, LLC, on its behalf.

My commission expires: _____
My Registration number is: _____

Notary Public

OWNER:

RICHARD M. SHELTON (SEAL)

CHERYL D. SHELTON (SEAL)

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, 2020, by Richard M. Shelton.

My commission expires: _____
My Registration number is: _____

Notary Public

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, 2020, by Cheryl D. Shelton.

My commission expires: _____
My Registration number is: _____

Notary Public

OWNER:

DASCOM AMERICAS SBI LLC,
a Virginia limited liability company

By: _____ (SEAL)
Name: _____
Its: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, 2020, by _____ as _____ of DASCOM Americas SBI LLC, on its behalf.

My commission expires: _____
My Registration number is: _____

Notary Public

OWNER:

NEXUS COMMERCIAL VENTURES LLC,
a Virginia limited liability company

By: _____ (SEAL)
Name: _____
Its: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants and Restrictions was acknowledged before me in the jurisdiction aforesaid this ____ day of _____, 2020, by _____ as _____ of Nexus Commercial Ventures LLC, on its behalf.

My commission expires: _____
My Registration number is: _____

Notary Public

**EXHIBIT A
PROPERTY**

See Attached

Augusta County Mill Place
Amended and Restated Covenants
Summary of Changes Made in Response to Owner Comments

April 2020

- Delegation. Delegation of powers by the County in Section 3 is now limited to County officials and agencies. Notice to lot owners is now required.
- Transition to POA. Provisions allowing for transition to a property owners' association with assessment powers have been removed and replaced with language in Section 3 that allows the County to assign its developer rights to a nonstock membership corporation in which the owners of lots are members with voting rights. This would serve to enhance the power of lot owners, with no assessment obligations being imposed on previously sold lots. The County may elect to provide for assessments as to future lots when sold, either in the form of a supplemental declaration or deed covenants, but that will not affect the previously sold lots.
- Prohibited Uses. Language from the existing covenants was added to the language on smoke and emissions, so that it now more flexible than the existing covenants. Language was clarified that adverse effects must be to another lot, rather than "adjacent property."
- Plan Approvals. Plan approvals under Section 5 have been clarified to make it clear that (a) interior alterations are not covered, (b) floor plans are not required, and (c) landscaping changes within the scope of an already approved landscaping plan are allowed. The review fee has been eliminated. The expiration date has been modified to correspond with the expiration of site plan approval.
- Reconsideration Requests. The ability of an owner who is unhappy with a plan approval decision to request reconsideration has been expanded – so that if the Board of Supervisors has delegated its authority, then the Board must grant a hearing to reconsider that decision. The right to that hearing was discretionary in the earlier draft. The notice period has also been extended, so all lot owners get 14 days' notice (instead of 7 days' notice) of the hearing, which must be held within 60 days of the request. The fee for that hearing is now limited to mailing and other costs.
- Inspection. A requirement for reasonable prior notice to a lot owner has been added, along with the right for a lot owner to be present during an inspection.
- Development Standards. A grandfathering clause has been added so that all existing improvements on the lots are deemed to be in compliance with the updated Development Standards in Section 6, and which allows for repair or replacement in kind in the same location of those improvements. As a general matter, the new Development Standards afford more flexibility than those in the existing covenants, but this grandfather clause will ensure there are no issues as to existing improvements or their repair.

- **Design Standards.** The provisions allowing the County to adopt supplemental design standards are now limited to its remaining property. So any supplemental design standards adopted by the declarant in the future will not apply to the previously sold lots.
- **Outdoor Storage.** The restrictions on outdoor storage now allow shipping containers, dropping of trailers and extended term parking of trucks or trailers for storage within areas designated on a site plan or approved by the declarant as a "drop trailer lot." The language was also modified to make clear that intermittent parking of trucks in the ordinary course of business is permitted.
- **Lighting.** Language was added to allow lot owners to agree to spillover of light across property lines, and to afford flexibility for appropriately placed security lighting controlled by motion sensors.
- **Temporary Structures.** Reasonableness limitations were placed on the declarant's approval authority as to temporary structures. The six-month cap on use of construction trailers was removed, so it is now tied to substantial completion of the related improvements.
- **Parking Lot Landscaping.** Buffer landscaping has been added as an alternative to interior parking lot landscaping.
- **Signage.** The restriction on temporary banners has been revised to add an exception for temporary banners customary in the industrial sector at employee entrances such as those highlighting workforce safety compliance or special employee events. A grandfathering clause has been added for existing signage.
- **Easements.** The reservation of easements across the lots by declarant has been removed.
- **Remedies.** The expanded self-help remedies and lien rights under the revised covenants are now applicable only to new lots, and do not apply to the previously sold lots. The right to collect interest on enforcement costs was removed, to keep those provisions consistent with the existing covenants.

There are a few issues that were raised by lot owners but not addressed in the revisions:

- **Further Subdivision.** The prohibition on further subdivision of lots unless approved by the County was not removed. It exists in the existing covenants so is not a change.
- **Corner Lots.** The request to designate only one front yard for corner lots was not incorporated. The language in the proposed covenants is consistent with that in the existing covenants and the zoning policies of the County, except that the proposed covenants provide more flexibility in some areas (e.g., allowing drop trailer lots with approval where the existing covenants prohibit any outdoor storage in front yards).
- **Additional Land.** The right of the County to add additional land to Mill Place Commerce Park was not deleted. It is merely being carried forward from the existing covenants.



AUGUSTA COUNTY FIRE-RESCUE

County Government Center
18 Government Center Lane
P.O. Box 590, Verona, VA 24482

Main Office Line: (540) 245-5624 - Fax Line: (540) 245-5356
www.co.augusta.va.us

AUGUSTA COUNTY FIRE-RESCUE REPORT April 2020

- Fire Agency Dispatches 511 (393 Incidents)
- Rescue Agency Dispatches 815 (715 Incidents)
- Total Combined Dispatches 1326 (1108 Incidents)
- 26 Combined Dispatches Turned Over to Next Due Agencies, 15 due to being on another call

Chief Dave Nichols

- COVID-19 IMT continues to coordinate and manage preparation and response
- Logistics team manages PPE stock to include ordering, inventory, and investigation of sources
- IMT hosting weekly operational briefings for career staff and volunteer partner agencies
- Captain Lawler assigned to EMS Surge Task Force & Developed Surge Plan used regionally
- Coordinate with Augusta County Emergency Management (EMA)

Lieutenant Minday Craun

- Worked on volunteer agency annual contributions
- Social media posts: mental health, lesson plans for kids, staff recognition, and updating citizens and fire-rescue community with COVID-19 related items
- ACFR IMT meetings, coordinated with community on donations, thank you notes, and recognition
- Assumed Quartermaster duties while Captain Shaver is out on leave

Training Division –

- Spring EMT – 15 students/Class has moved to an online format, which has increased the workload due to the additional preparation that is necessary (videos, discussion boards, interactive activities, etc.)
- EMT CE – No CEs for this period due to the online format and state regulations
- ACFR Volunteer Fire Academy – No activity to report, class has been suspended until September
- Training Division staff are actively participating on the ACFR IMT as well as being the collection point for supply donations

Division Commander Greg Schacht

- Multiple COVID-19 IMT zoom meetings, conference calls, and webinars
- Worked with new hires on administrative and training items
- Picked up supplies from VDEM, reviewed 1 site plan, participated in a site plan zoom meeting, and visited a project site to look at hydrant locations
- Peer support zoom meeting

Division Commander Jeff Hurst

- Medical Waste Pick up is in place at all 17 County stations
- N-95 mask shortage –Augusta County has been entered in an emergency que for delivery expected soon
- Public donation of homemade masks has been great
- Maintenance follow up with Truck 11 – Door expected 5/20 to be shipped to Goodman

EMERGENCY CALLS RECEIVED THROUGH EOC
MONTHLY REPORT FOR 2020

FIRE & RESCUE COMPANIES	2020												Total Calls	% of Fire or Rescue Total	% of Combined Total
	January	February	March	April	May	June	July	August	September	October	November	December			
Staunton SS1	15	10	9	6	6								40	1.71%	0.66%
Staunton SS2	11	8	7	5	5								31	1.33%	0.51%
1 Waynesboro	12	7	9	9	9								37	1.58%	0.61%
2 Deerfield	8	5	7	13	13								28	1.20%	0.46%
3 Middlebrook	15	7	17	15	15								54	2.31%	0.90%
4 Churchville	28	19	24	17	17								88	3.77%	1.46%
5 Weyers Cave	46	47	41	29	29								163	6.98%	2.71%
6 Venema	71	63	47	54	54								235	10.06%	3.90%
7 Stuarts Draft	45	36	57	47	47								185	7.92%	3.07%
8 Craigsville	19	8	11	13	13								51	2.18%	0.85%
9 Dooms	59	32	41	42	42								174	7.45%	2.89%
10 Augusta County	115	80	85	67	67								347	14.85%	5.76%
11 Preston L. Yancey	73	60	61	43	43								237	10.15%	3.93%
12 Raphine	13	4	16	11	11								44	1.88%	0.73%
14 Swoope	30	26	28	26	26								110	4.71%	1.83%
15 Bridgewater	6	12	3	4	4								25	1.07%	0.42%
17 Clover Hill	0	0	1	1	1								2	0.09%	0.03%
18 New Hope	16	20	13	18	18								67	2.87%	1.11%
19 Wilson	24	8	28	16	16								76	3.25%	1.26%
20 Grimes	15	18	17	15	15								65	2.78%	1.08%
21 Mt. Solon	20	11	12	12	12								55	2.35%	0.91%
25 Riverheads	39	43	65	46	46								193	8.26%	3.20%
30 Walkers Creek	1	2	7	0	0								10	0.43%	0.17%
SVRA	1	1	0	0	0								2	0.09%	0.01%
Graben	6	1	0	1	1								8	0.34%	0.13%
South River	3	0	0	0	0								3	0.13%	0.03%
Wintergreen	3	0	2	1	1								6	0.26%	0.10%
R1 W'boro First Aid	69	62	64	56	56								251	6.81%	4.17%
R2 Deerfield R.S.	12	9	4	8	8								33	0.89%	0.55%
R4 Churchville R.S.	76	63	51	41	41								211	6.26%	3.83%
R5 Staunton/Augusta R.S.	179	162	137	120	120								598	16.21%	9.93%
R6 Stuarts Draft R.S.	167	171	182	150	150								670	18.17%	11.12%
*Special Events Reserve Amb	0	0	0	0	0								0	0.00%	0.00%
R11 Preston L. Yancey	150	173	163	131	131								617	16.73%	10.24%
R15 Bridgewater R.S.	20	9	19	12	12								60	1.63%	1.00%
R16 Craigs/Augusta Shvr	37	35	38	33	33								143	3.88%	2.37%
R18 New Hope	61	70	59	56	56								246	6.67%	4.08%
R20 Grimtoes R.S.	25	31	33	41	41								130	3.52%	2.16%
R21 Mt Solon R.S.	31	24	25	14	14								94	2.55%	1.56%
R25 Riverheads	70	73	91	79	79								313	8.49%	5.20%
R26 Weyers Cave R.S.	82	70	70	71	71								293	7.94%	4.86%
Augusta Health Transport	0	0	0	0	0								0	0.00%	0.00%
Wintergreen	5	0	1	3	3								9	0.24%	0.15%
FIRE TOTALS	694	528	603	511	511	0	0	0	0	0	0	0	2316	38.78%	
RESCUE TOTALS	984	952	937	815	815	0	0	0	0	0	0	0	3688	61.22%	
TOTAL EMERGENCY DISPATCHES	1678	1480	1540	1326	1326	0	0	0	0	0	0	0	6024	100.00%	
TOTAL EMERGENCY INCIDENTS	1306	1202	1225	1108	1108								4841		

CALLS TURNED OVER TO NEXT
DUE AGENCIES
MONTHLY REPORT FOR 2020

FIRE & RESCUE COMPANIES	INCIDENTS	January	February	March	April	May	June	July	August	September	October	November	December	Total CALLS TURNED OVER TO NEXT DUE AGENCIES	% of Total
		01	02	03	04	05	06	07	08	09	10	11	12		
Saunon SS	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Saunon SS2	31	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
1 Waynesboro	37	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
2 Deerfield	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
1 Middlebrook	54	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
4 Churchville	88	2	1	2	1	0	0	0	0	0	0	0	0	6	6.8%
5 Weyers Cave	163	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
6 Verona	335	1	7	1	2	0	0	0	0	0	0	0	0	11	4.7%
7 Stuarts Draft	185	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
8 Cranesville	51	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
9 Denton	174	0	0	0	0	0	0	0	0	0	0	0	0	1	0.6%
10 Augusta County	347	5	1	1	0	0	0	0	0	0	0	0	0	7	2.0%
11 Preston L. Yancy	237	0	0	0	0	0	0	0	0	0	0	0	0	1	0.4%
12 Raphine	44	1	0	1	0	0	0	0	0	0	0	0	0	2	4.5%
14 Swanton	100	1	0	0	0	0	0	0	0	0	0	0	0	1	0.9%
15 Bridgewater	35	0	0	0	0	0	0	0	0	0	0	0	0	1	4.0%
17 Clover Hill	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
18 New Hope	67	1	1	3	1	0	0	0	0	0	0	0	0	6	9.0%
19 Wilson	76	3	2	2	0	0	0	0	0	0	0	0	0	7	9.2%
20 Grinnes	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
21 Mt. Solon	55	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
25 Rutherford	193	0	3	4	2	0	0	0	0	0	0	0	0	9	4.7%
30 Walkers Creek	10	1	0	0	0	0	0	0	0	0	0	0	0	1	10.0%
SVRA	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Goshen	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Snells River	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Wintergreen	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
R1 W. Horn First Aid	251	0	0	1	0	0	0	0	0	0	0	0	0	1	0.4%
R2 Deerfield R.S.	33	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
R4 Churchville R.S.	231	6	5	5	3	0	0	0	0	0	0	0	0	19	8.2%
R5 Saunon/Augusta R.S.	598	4	2	0	1	0	0	0	0	0	0	0	0	7	1.2%
R6 Stuarts Draft R.S.	670	2	5	5	2	0	0	0	0	0	0	0	0	14	2.1%
Special Events Reserve Amb	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A
R10 Preston L. Yancy	617	1	1	1	1	0	0	0	0	0	0	0	0	4	0.6%
R15 Bridgewater R.S.	60	2	2	2	1	0	0	0	0	0	0	0	0	7	11.7%
R16 Cagle/Augusta Sp	143	0	6	3	0	0	0	0	0	0	0	0	0	9	6.3%
R18 New Hope	246	4	6	3	2	0	0	0	0	0	0	0	0	15	6.1%
R20 Gordons R.S.	130	0	2	1	1	0	0	0	0	0	0	0	0	4	3.1%
R21 Mt. Solon R.S.	94	1	1	4	1	0	0	0	0	0	0	0	0	7	7.4%
R25 Rutherford R.S.	313	5	2	8	1	0	0	0	0	0	0	0	0	16	5.1%
R26 Weyers Cave R.S.	293	6	7	1	4	0	0	0	0	0	0	0	0	20	6.8%
Augusta Health Transport	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Wintergreen	9	1	0	0	0	0	0	0	0	0	0	0	0	1	11.1%
														0	
FIRE TOTALS	3,336	15	15	15	9	0	0	0	0	0	0	0	0	53	2.3%
RESCUE TOTALS	3,688	13	19	16	17	0	0	0	0	0	0	0	0	124	3.4%
TOTAL CALLS TURNED OVER TO NEXT DUE AGENCIES	6,024	47	54	30	26	0	0	0	0	0	0	0	0	177	2.9%

April 2020 Calls Turned Over to Next Due Agencies

COMPANY	DATE	LOCATION	REASON FOR NEXT DUE RESPONSE
C11	4/5/2020 9:02:44 AM	MEDICAL CENTER CIR	ON ANOTHER CALL
C15	4/30/2020 5:36:15 AM	2350 I 81 S	ON ANOTHER CALL
C18	4/7/2020 11:40:54 AM	HERMITAGE RD	ON ANOTHER CALL
C25	4/9/2020 3:24:25 PM	SPRING CREST LN	NOT ON ANY OTHER CALL
C25	4/30/2020 3:48:56 PM	2210 I 81 S	NOT ON ANY OTHER CALL
C4	4/21/2020 11:33:58 AM	LISMORE LN	C4 NOT ON ANY OTHER CALL/R4 ON THIS CALL
C6	4/21/2020 5:25:32 AM	CHARLOTTE CT	NOT ON ANY OTHER CALL
C6	4/25/2020 7:10:34 PM	RIVER VIEW DR	NOT ON ANY OTHER CALL
C9	4/5/2020 10:09:46 PM	SANDY RIDGE RD	NOT ON ANY OTHER CALL
R11	4/22/2020 11:27:14 AM	CROSSROADS LN	ON ANOTHER CALL
R15	4/12/2020 3:40:26 PM	122 CUPP LN	NOT ON ANY OTHER AUGUSTA COUNTY CALL
R18	4/9/2020 1:46:57 PM	1225 BARNHART RD	ON ANOTHER CALL
R18	4/30/2020 1:42:53 PM	1182 MADRID RD	ON ANOTHER CALL
R20	4/20/2020 4:10:38 PM	11 PAGE AVE	ON ANOTHER CALL
R21	4/8/2020 5:29:35 PM	53 GRINDSTONE RD	R21 NOT ON ANY OTHER CALL/C21 ON THIS CALL
R25	4/13/2020 5:10:44 PM	COAL RD/ST MARYS RD	ON ANOTHER CALL
R26	4/4/2020 2:00:44 PM	1140 KEEZLETOWN RD	NOT ON ANY OTHER CALL (OUT OF SERVICE FOR DECON)
R26	4/20/2020 10:02:25 AM	6 ROLLER AVE	ON ANOTHER CALL
R26	4/20/2020 4:33:37 PM	295 GRAY FOX RD	ON ANOTHER CALL
R26	4/25/2020 7:50:25 AM	WATER ST	ON ANOTHER CALL
R4	4/2/2020 7:17:48 PM	PARKERSBURG TPKE/BUFFALO GAP HW	NOT ON ANY OTHER CALL
R4	4/4/2020 5:55:41 PM	1205 JENNINGS GAP RD	NOT ON ANY OTHER CALL
R4	4/7/2020 4:46:54 PM	75 GREENLEE DR	ON ANOTHER CALL
R5	4/8/2020 12:20:55 AM	350 TECHNOLOGY DR	ON ANOTHER CALL
R6	4/3/2020 12:57:20 PM	16 OAK TREE LN	ON ANOTHER CALL
R6	4/10/2020 12:53:55 PM	2570 STUARTS DRAFT HWY	ON ANOTHER CALL

Weekend	7
6 a - 6 p	15
6 p - 6 a	4
Combinded Total	<u>26</u>

CAREER CALLS ANSWERED
2020 FIGURES

CAREER	NAME	CAREER												AGENCY		TOTAL	
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YEARLY TOTAL	YEARLY TOTAL	CAREER %	
CO-11	Preston L. Yancey Fire	73	60	61	42										236	237	99.58%
CO-11	City of Waynesboro	4	5	1	1										11		4.66%
R-11	Preston L. Yancey Rescue	148	170	163	130										610	617	98.87%
R-11	City of Waynesboro		7		2										9		1.48%
CO-1B	New Hope Fire	8	16	6	7										37	67	55.22%
CO-1B	Extended Run Area			1											1		2.70%
CO-1B	City of Waynesboro														0		0.00%
CO-1B	City of Staunton														0		0.00%
R-1B	New Hope Rescue	55	64	56	54										229	246	93.09%
R-1B	Extended Run Area	2													2		0.87%
R-1B	City of Waynesboro		1												1		0.44%
R-1B	City of Staunton		1		1										2		0.87%
R-6	Stuarts Draft Rescue	62	65	69	59										255	670	38.06%
R-6	City of Staunton														0		0.00%
R-6	City of Waynesboro														0		0.00%
R-6	Extended Run Area														0		0.00%
R-16	Craigsville-Augusta Springs	37	29	35	33										134	143	93.71%
R-16	Rockledge County	1		4	1										6		4.48%
CO-9	Dooms Fire	30	8	15	23										76	174	43.68%
CO-9	City of Waynesboro	5		1	1										7		9.21%
CO-6	Vernona Fire	36	17	18	27										98	215	41.70%
CO-6	City of Staunton	1	1		1										3		3.06%
CO-3	Middlebrook	7	3	9	8										27	54	50.00%
CO-3	Extended Run Area			1											1		3.70%
CO-2	Deerfield Fire	5	5	2	11										23	28	82.14%
CO-2	Highland County														0		0.00%
CO-2	Extended Run Area				1										1		4.15%

FIGURES REPRESENT CALLS DURING HOURS CAREER ARE ASSIGNED TO STATIONS
2020 FIGURES

CAREER	NAME	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YEARLY TOTAL
CO 11	Preston L. Yancey Fire	73	60	61	43	0	0	0	0	0	0	0	0	237
	Call Turned Over/Cancelled Prior to Response/Standby	0	0	0	1									1
	Career Only	68	58	54	42									222
	Career and Volunteer	5	4	7	0									16
	Volunteer Only	0	0	0	0									0
RES 11	Rescue 11	150	173	163	131	0	0	0	0	0	0	0	0	617
	Call Turned Over/Cancelled Prior to Response/Standby	2	3	1	1									7
	Career Only	148	170	161	130									609
	Career and Volunteer	0	0	1	0									1
	Volunteer Only	0	0	0	0									0
CO 18	New Hope Fire	16	20	13	18	0	0	0	0	0	0	0	0	67
	Call Turned Over/Cancelled Prior to Response/Standby	1	2	3	2									8
	Career Only	4	10	3	6									23
	Career and Volunteer	4	6	3	1									14
	Volunteer Only	7	2	4	9									22
RES 18	New Hope Rescue	61	70	59	56	0	0	0	0	0	0	0	0	246
	Call Turned Over/Cancelled Prior to Response/Standby	6	6	3	2									17
	Career Only	55	64	56	54									229
	Career and Volunteer	0	0	0	0									0
	Volunteer Only	0	0	0	0									0
RES 6	Stuarts Draft Rescue	73	72	82	72	0	0	0	0	0	0	0	0	299
	Call Turned Over/Cancelled Prior to Response/Standby	1	7	5	2									10
	Career Only	55	55	61	38									209
	Career and Volunteer	7	10	8	21									46
	Volunteer Only	0	5	8	11									34
RES 16	Craigsville-Angusta Springs	37	15	18	13	0	0	0	0	0	0	0	0	143
	Call Turned Over/Cancelled Prior to Response/Standby	0	6	3	0									9
	Career Only	37	29	15	13									94
	Career and Volunteer	0	0	0	0									0
	Volunteer Only	0	0	0	0									0
CO 9	Downs Fire	32	10	15	24	0	0	0	0	0	0	0	0	81
	Call Turned Over/Cancelled Prior to Response/Standby	1	1	0	0									2
	Career Only	4	0	6	13									23
	Career and Volunteer	16	8	9	10									53
	Volunteer Only	1	1	0	2									4
CO 6	Verona Fire	18	22	19	29	0	0	0	0	0	0	0	0	108
	Call Turned Over/Cancelled Prior to Response/Standby	0	1	0	0									1
	Career Only	25	9	15	19									68
	Career and Volunteer	11	8	5	8									30
	Volunteer Only	2	4	1	2									9
CO 3	Middlebrook Fire	7	3	9	9	0	0	0	0	0	0	0	0	28
	Call Turned Over/Cancelled Prior to Response/Standby	0	0	0	0									0
	Career Only	3	3	9	7									18
	Career and Volunteer	4	0	0	7									11
	Volunteer Only	0	0	0	1									1
CO 2	Deerfield Fire Department	8	5	2	13	0	0	0	0	0	0	0	0	28
	Call Turned Over/Cancelled Prior to Response/On Rescue	0	0	0	0									0
	Career Only	0	3	0	7									2
	Career and Volunteer	5	4	2	10									21
	Volunteer Only	3	0	0	2									5
RES-2	Deerfield Rescue Squad	13	9	4	8	0	0	0	0	0	0	0	0	34
	Call Turned Over/Cancelled Prior to Response/Standby	0	0	0	0									0
	Career Only	10	8	3	8									29
	Career and Volunteer	2	1	1	0									4
	Volunteer Only	0	0	0	0									0
CO-4	Churchville Fire Department	15	9	12	6	0	0	0	0	0	0	0	0	42
	Call Turned Over/Cancelled Prior to Response/On Rescue	0	0	1	1									2
	Career Only	4	3	7	0									8
	Career and Volunteer	7	1	6	1									15
	Volunteer Only	4	5	4	4									17
RES-4	Churchville Rescue Squad	32	27	27	20	0	0	0	0	0	0	0	0	106
	Call Turned Over/Cancelled Prior to Response/Standby	3	1	2	1									7
	Career Only	24	21	19	17									81
	Career and Volunteer	2	4	5	1									12
	Volunteer Only	3	1	1	1									6
CO 10	Augusta County	115	80	85	67	0	0	0	0	0	0	0	0	347
	Call Turned Over/Cancelled Prior to Response/Standby	5	2	2	1									10
	Career Only	101	78	78	55									310
	Career and Volunteer	9	2	5	11									27
	Volunteer Only	0	0	0	0									0
CO-21	Mount Solon Fire Department	8	4	6	6	0	0	0	0	0	0	0	0	24
	Call Turned Over/Cancelled Prior to Response/On Rescue	0	0	0	0									0
	Career Only	0	2	1	0									2
	Career and Volunteer	7	2	2	4									15
	Volunteer Only	1	1	3	2									7
RES-21	Mount Solon Rescue Squad	12	16	7	8	0	0	0	0	0	0	0	0	43
	Call Turned Over/Cancelled Prior to Response/Standby	1	0	0	1									2
	Career Only	6	5	2	3									16
	Career and Volunteer	1	9	4	3									19
	Volunteer Only	2	2	1	1									6
RES 25	Riverheads Rescue	70	71	91	79	0	0	0	0	0	0	0	0	311
	Call Turned Over/Cancelled Prior to Response/Standby	5	2	8	1									16
	Career Only	62	70	83	78									293
	Career and Volunteer	3	1	0	0									4
	Volunteer Only	0	0	0	0									0
RES 26	Weyers Cave Rescue	82	70	70	71	0	0	0	0	0	0	0	0	293
	Call Turned Over/Cancelled Prior to Response/Standby	6	7	3	4									20
	Career Only	78	63	67	67									277
	Career and Volunteer	0	2	0	0									2
	Volunteer Only	0	0	0	0									0

YTD TOTAL OF CALLS DURING HOURS CAREER ARE ASSIGNED TO STATIONS

3056

COUNTY OF AUGUSTA, VA.

BOARD OF SUPERVISORS

MARSHALL W. PATTIE
North RiverGERALD W. GARBER
Middle RiverTRACY C. PYLES, JR.
PasturesWENDELL L. COLEMAN
WayneTERRY L. KELLEY, JR.
Beverley ManorMICHAEL L. SHULL
RiverheadsCAROLYN S. BRAGG
South River

TIMOTHY K. FITZGERALD – COUNTY ADMINISTRATOR

AUGUSTA COUNTY GOVERNMENT CENTER

P.O. BOX 590, VERONA, VA 24482-0590

(540) 245-5610 FAX (540) 245-5621

coadmin@co.augusta.va.us

MEMORANDUM

TO: Timothy K. Fitzgerald, County Administrator

FROM: Candy J. Hensley, Assistant to the County Administrator *Candy*

DATE: May 19, 2020

SUBJECT: Livestock Claim

On May 9, 2020, Mary and Randolph Covington lost 1 sheep and 2 lambs killed by stray dog(s). The dog(s) were not seen in the act nor could be found.

Under Chapter 5, Animals, Article IV, Compensation for Livestock and Poultry Killed by Dogs, the County can reimburse the owner for the value of animals killed upon meeting the requirements of § 5-32. Requirements include:

- A. The claimant has furnished evidence within sixty days of discovery of the quantity and value of the dead or injured livestock and the reasons the claimant believes that death or injury was caused by a dog;
- B. The animal control officer shall have been notified of the incident within seventy-two hours of its discovery;
- C. The animal control officer has conducted an investigation which includes a visual examination of the dead or injured livestock;
- D. The Board of Supervisors of Augusta County, Virginia, has determined that the claim is supported by the investigation of the animal control officer; and
- E. The claimant first has exhausted his legal remedies against the owner, if known, of the dog doing the damage for which compensation under section § 5-31 is sought. Exhaustion shall mean a judgement against the owner of the dog upon which an execution has been returned unsatisfied.

Animal Control investigated the complaint and have determined that all requirements have been met including the owner submitting the attached certification form.

Under paragraph D above, if the Board of Supervisor determines that the claim is supported by the investigation, and the claimant has exhausted legal remedies against the owner, the Board may approve payment from the County's livestock reimbursement fund, 35010-5802. Payment is based current fair market value. Recent sale prices from Shenandoah Valley Livestock Sales where used to determine value. **The total value of the kill is \$394.**

Please schedule for the next available Board of Supervisors meeting for their consideration.



AUGUSTA COUNTY ANIMAL CONTROL
PO BOX 590
VERONA, VIRGINIA 24482
540-245-5635

LIVESTOCK and POULTRY CLAIM

This livestock and poultry claim is being submitted in accordance with section 3.26553

Name: Mary + Randolph Covington Date of Report: 5-9-2020

Physical Address: 493 Mill Race Rd Mailing Address: 493 Mill Race Rd
Verona VA 24482

Home Phone: 540-248-7419

Other Phone: 540-290-5484

I do hereby certify that on the 9th day of May, 2020, a dog or dogs entered my premises and killed the following livestock and/or poultry.

<u>1</u> Sheep@\$ <u>200.00</u> each	\$ <u>200.00</u>
<u>2</u> Lamb@\$ <u>97.00</u> each	\$ <u>194.00</u>
_____ Turkey@\$ _____ each	\$ _____
_____ Chicken@\$ _____ each	\$ _____
_____ Cattle@\$ _____ each	\$ _____
_____ Goats@\$ _____ each	\$ _____
_____ Other@\$ _____ each	\$ _____
Grand Total:	\$ <u>394.00</u>

_____ I understand that in accordance with 3.2-6553 the amount to be reimbursed will not exceed the fair market value of the animal not to exceed \$400 per animal or \$10.00 per fowl

_____ I do certify to the best of my knowledge the facts given in this claim are true and accurate. I understand that false or misleading facts or evidence may result in charges.

Signature of Claimant: Mary Covington

ACO FINDINGS

Number of Dogs involved 2 Number of Dogs Killed 0

Did you see the livestock or fowl? Yes (if no, evidence should be secured from claimant and /or other persons that the claim is just and valid)

I recommend a compensation in the amount of \$ 394.00, which is fair market value at the time of submittal.



Animal Control Officer

5/15/20

Date

APPROVAL FOR PAYMENT:

Amount of Award \$ _____

Approved: _____



Donna J. Good
Director
(540) 245-5503
Fax (540) 245-5506
dgood@co.augusta.va.us

COUNTY OF AUGUSTA
EMERGENCY COMMUNICATIONS CENTER

18 Government Center Lane
P.O. Box 590
Verona, VA 24482-0590



Anthony B. Ramsey
Operations Manager
(540) 245-5508
Fax (540) 245-5506
abramsey@co.augusta.va.us

TO: Board of Supervisors Members, Augusta County

DATE: May 13, 2020

FROM: Donna Good, Emergency Services Coordinator *DJ Good*

RE: Update and Adoption of the Staunton-Augusta-Waynesboro
Hazardous Materials Emergency Response Plan

Augusta County and the Cities of Staunton and Waynesboro, as members of the Staunton-Augusta-Waynesboro Local Emergency Planning Committee (S-A-W LEPC) have recently completed an update of the Hazardous Materials Emergency Response Plan (HMERP). Central Shenandoah Planning District Staff (CSPDC) assisted in updating the HMERP. Local jurisdictions are required to have an updated HMERP as a requirement of the federal Emergency Planning and Community Right-to-Know Act of 1986 which is commonly known as SARA Title III.

The purpose of the HMERP is to protect the public from chemical accidents and exposure to hazardous materials by;

- Identifying affected facilities and transportation routes
- Describing emergency notification and response procedures
- Designating community and facility emergency coordinators
- Establishing procedures to warn, and if necessary to evacuate the public in case of an emergency
- Identifying available response equipment and personnel

The update of the Hazardous Materials Emergency Response Plan has been completed, it needs to be adopted by Augusta County through a resolution. A copy of the plan is available on the Augusta County website.

**Resolution for the Augusta County
Hazardous Materials Emergency Response Plan**

WHEREAS, the Board of Supervisors of the County of Augusta, Virginia recognizes the need to prepare for, respond to, and hazardous materials incidents; and

WHEREAS, the County of Augusta has updated its Staunton-Augusta-Waynesboro Hazardous Materials Emergency Response Plan that;

- Identifies affected facilities and transportation routes
- Describes emergency notification and response procedures
- Designates community and facility emergency coordinators
- Establishes procedures to warn, and if necessary to evacuate the public in case of an emergency
- Identifies available response equipment and personnel

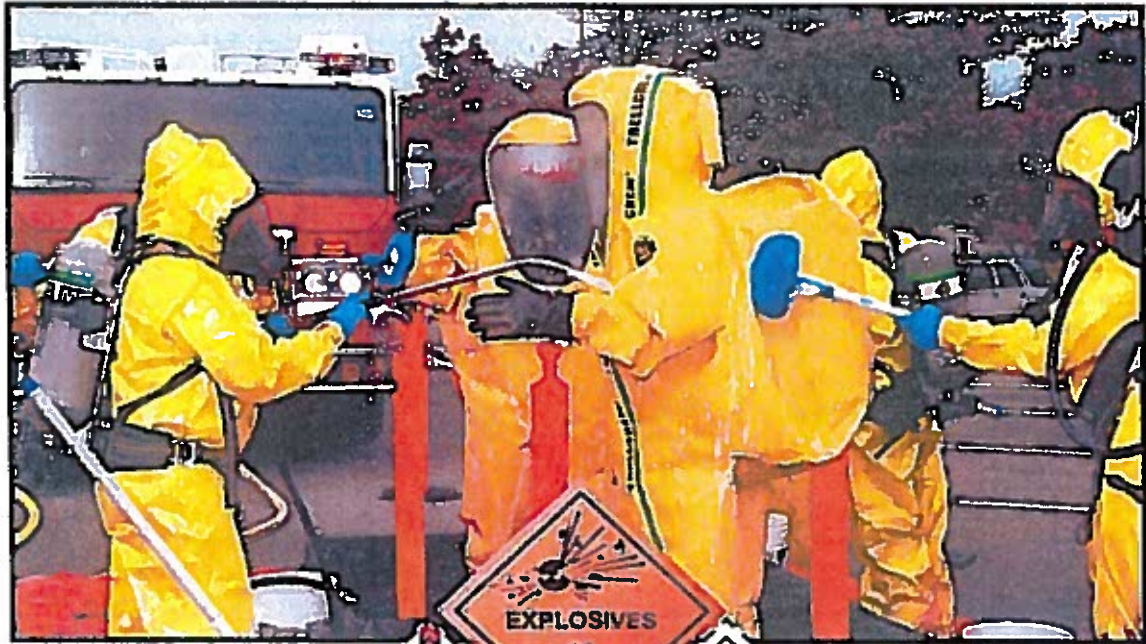
NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the County of Augusta, Virginia, that the 2020 Staunton-Augusta-Waynesboro Hazardous Materials Emergency Response Plan is officially adopted.

Chair, Augusta County Board of Supervisors

ATTEST:

Clerk

Adopted this ___ day of March 2020



Staunton-Augusta-Waynesboro
Hazardous Materials
Emergency Response Plan
2020

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Staunton-Augusta-Waynesboro Hazardous Materials Emergency Response Plan - 2020

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Appendix I: Glossary

Stanton-Augusta-Waynesboro Hazardous Materials Emergency Response Plan - 2020

Record of Changes

The plan will be reviewed at least annually (42 USC 116). The Local Emergency Planning Committee will review and consider an update of the plan when:

- A release of formal updates, planning guidance or standards by the state or federal government is issued.
- An Exercise After-Action-Review and/or Improvement Plan identify opportunities to improve the plan.
- A significant change to risk or capabilities assessments, hazard mitigation plan, emergency operations plan is identified.

Change	Date	Page	Summary	Authority
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Section 1: PURPOSE, SCOPE, SITUATION AND ASSUMPTIONS

1.1 Purpose

The purpose of this Hazardous Materials Emergency Response Plan (HMERP), hereafter the *Plan*, is to prepare for the management of emergency response operations to preserve life and protect property from further destruction in the event of an emergency involving hazardous materials, as required by law. The Plan describes the capabilities of Augusta County, Staunton, and Waynesboro to command and coordinate the overall response and supporting tasks and procedures utilized during a hazardous materials incident by describing assignments of local government organizations and support from stakeholders such as neighboring jurisdictions, state government, private firms and non-government organizations (NGOs).

1.2 Scope

The response is supported by Augusta County, Staunton, and Waynesboro as designated by this Plan and/or the Emergency Operations Plan (EOP). Coordination of response and recovery operations will be accomplished utilizing the Incident Command System (ICS), consistent with the National Incident Management System (NIMS). Direction and control of the emergency response to an oil or hazardous materials emergency is the responsibility of the on-scene Incident Commander (IC), typically the senior fire/hazmat technician, or designee. Organizations and personnel who have responsibilities must have access to and be knowledgeable of the Plan and their organization's responsibilities.

1.3 Situation

Augusta County, Staunton, and Waynesboro are impacted by potential hazardous materials incidents due to the types of industry in the Region, two heavily traveled interstate highways that bisect the Region, and railways that pass through all three jurisdictions. Severe weather threats such as tropical systems, tornadoes, and winter storms also could cause the potential for a hazardous materials incident. All three jurisdictions participate in the Central Shenandoah Hazard Mitigation Plan (CSHMP). This regional mitigation plan was reviewed prior to completion of this update of the Staunton-Augusta-Waynesboro Hazardous Materials Emergency Response Plan (S-A-W HMERP). Relevant information from the CSHMP has been incorporated into the S-A-W HMERP.

The Augusta County Region (which includes Staunton and Waynesboro) is a rural county surrounding two small cities in the Shenandoah Valley located in the western part of Virginia. The population of the three jurisdictions totaled 122,511 in 2018 (source: Weldon Cooper Center for Public Service). The three jurisdictions are in Region 3 of the Virginia Department of Emergency Management (VDEM) and are served by VDEM's Hazardous Materials Program. As part of this program, VDEM assists local jurisdictions including an on-scene response by a Regional Hazardous Materials Office (RHMO) and a state-contracted regional HAZMAT response

team if needed. The Hazardous Materials Program maintains specialized detection and monitoring equipment, specialized protective clothing, and product-control devices.

Augusta County, Staunton, and Waynesboro may also be assisted by the Virginia Department of Environmental Quality (DEQ). DEQ's Pollution Response Program (PREP) provides responses to air, water, and waste pollution incidents, including hazardous materials spills, to protect human health and the environment. PREP staff often work to assist local emergency responders, other state agencies, federal agencies, and responsible parties, as may be needed, to manage pollution incidents. DEQ's Valley Regional Office in Harrisonburg serves the three jurisdictions. The Valley Office's telephone number is 540-574-7800.

1.3.1 Hazard and Threat Analysis Summary

For this update of the S-A-W HMERP, 27 facilities have reported to the LEPC the storage of hazardous materials identified in the Title III List of Lists, (a consolidated list of chemicals subject to reporting under SARA Title III Section 302, Extremely Hazardous Substances, and Section 313, Toxic Chemicals, and CERCLA, Hazardous Substances). Heavily traveled transportation routes utilized by hazardous materials carriers and which impact the Region include, interstates, state routes, state highways, and railways. Augusta County has a total of 44 miles of interstate highway consisting of Interstate 81 running north and south and Interstate 64 from Staunton east to Nelson County. The County has over 215 miles of other primary highways which include Routes 11, 250, 340, 252, 254, and 42. Secondary highways total 980 miles.

Railroads consist of 97 miles of track in three (3) separate rail systems. The CSX track enters Augusta County from Rockbridge County, passes through Staunton, and then east through Waynesboro to Nelson County. Amtrak passenger trains also uses the CSX track. The Norfolk Southern Railroad extends from Rockbridge County north through the County to Rockingham County, passing through the City of Waynesboro and communities of Stuarts Draft, Doods and the Town of Grottoes. The Chesapeake and Western Railroad extends north of Staunton to Rockingham County, passing through the communities of Verona, Ft. Defiance, Mt. Sidney, and Weyers Cave.

Maps included in the Plan (Appendix E) illustrate the location of fixed hazardous materials facilities, routes utilized by hazardous material carriers, buffer zones relevant to specific hazardous materials stored on sites and moved along transportation routes, and locations of at risk facilities within the buffer zones. Fixed evacuation routes planned for these facilities are not included because based on the specific incident when it happens, evacuation routes may be chosen. In the event of a hazardous materials release along one of the major transportation routes, these maps, in conjunction with information from the Emergency Operations Center (EOC), Fire Department and local law enforcement, can be used to identify facilities in the immediate potentially impacted area that require notification and/or evacuation.

1.3.2 Capability Assessment

Augusta County, Staunton, and Waynesboro determine their capabilities and limits to prepare for and respond to Hazardous Materials Emergencies through two documents; 1. The Staunton-Augusta-Waynesboro Emergency Operations Plan (S-A-W EOP), and 2. The S-A-W HMERP. In order to provide a successful hazardous materials response, the locality involved must have trained personnel, proper equipment, current information about hazardous materials, and developed partnerships with adjoining local jurisdictions, state departments, and federal agencies. In Augusta County, Staunton, and Waynesboro, regular training of emergency management and first responders occurs, hazmat response equipment is maintained by the three jurisdictions individually and regionally. Formal and informal partnerships exist between the three local jurisdictions, with neighboring jurisdictions, and with the agencies at the state and local level that deal with hazardous materials. The limitations that exist for these three jurisdictions in dealing with hazardous materials are consistent with those for other natural and manmade hazards. They include; the need for more personnel, newer and more equipment, and more training opportunities.

1.3.3 Planning Assumptions

- In most incidents it is unlikely there will be advanced warning.
- Traditional and nontraditional emergency responders with roles identified in the Plan are trained on and prepared to execute their assigned tasks as well as understand the NIMS/ICS appropriate for their duties.
- Augusta County, Staunton, and Waynesboro coordinate with all stakeholders to plan for support during greater than routine incidents. Expectations include what aid is agreed upon in writing (e.g. mutual aid agreements) prior to an incident.
- The Region may be required to financially support recovery and remediation actions for hazardous materials incidents where the responsible party is unable, unwilling, or unknown; or involves an incident where a Presidential Declaration of Emergency is not made. Funding will be available under the Stafford Act for oil and hazardous materials incidents considered Incidents of National Significance. For oil or hazardous materials events not categorized as Incidents of National Significance or when a Presidential Declaration is not issued, there may be limited funding available through state and federal funding programs established specifically for this purpose, supported in some cases by a fee system.

Section 2: CONCEPT OF OPERATIONS

This section of the Hazardous Materials Emergency Response Plan details two important aspects of an effective response to a hazardous materials incident by Augusta County, Staunton, and Waynesboro; notification to the local governments and the public of a hazardous materials incident, and designated response procedures to be followed by facilities and first responders during hazardous materials releases.

2.1 Notification

2.1.1 Virginia Emergency Operations Center

The manufacturer, shipper, or other responsible party is required to notify local and state government when the quantity of a hazardous material released or spilled is equal to or exceeds the reportable quantity established by SARA or CERCLA regulations or, in the case of oil products, enters or has the potential to enter State waters, storm drains or impacts land. This notification shall be provided as soon as the responsible party gains knowledge there is a potential to release an amount equal to or greater than the reportable quantity established. When Augusta County, Staunton, and Waynesboro are notified of actual or potential events within their jurisdiction, they are responsible for notifying the Virginia Emergency Operations Center (VEOC) of the incident whether they are requesting assistance or not.

2.1.2 Mode of Notification

The telephone will be the most likely means by which the three jurisdictions will be notified of an oil or hazardous material incident involving a fixed facility or a mode of transportation (e.g., road, rail, air, water, or pipeline). Notification of a transportation incident may also be received over radio networks monitored by emergency management and area response organizations.

2.1.3 Emergency Management Coordinator

Should a situation threaten a release of an oil or hazardous material, a notification will be made to the Emergency Management Coordinator of that jurisdiction through that jurisdiction's Emergency Communications Center. When such warning of a potential release is received, the Coordinator will consider the implementation of protective actions such as sheltering-in-place, evacuation and/or establishing supporting shelters.

2.1.4 Hazardous Materials Report Form

Upon notification of a release, the dispatcher will obtain as much information as possible on the Hazardous Materials Report Form without delaying dispatch of response units. If an Extremely Hazardous Substance (EHS) is involved, the Emergency Management Coordinator will

be notified, and information given to the VEOC. Additional follow-up reports will be submitted as significant changes occur during the response.

2.1.5 Hazardous Materials Officer

When notification is received from the local dispatcher, the VEOC will immediately notify the Regional Hazardous Materials Officer (RHMO) serving the three jurisdictions. The RHMO is a VDEM employee who provides technical support and responds on scene, as required. Technical assistance is provided immediately by telephone, and an on scene presence is based on the mobilization time and distance from the scene. Other local governments, state and federal agencies are notified of the incident as required.

2.1.6 Adjoining Jurisdictions

If the consequences of the event (e.g., oil, hazardous materials, environmental crime, etc.) have the potential to affect an adjoining jurisdiction, the dispatcher will also relay the reported information received to the Emergency Communications Center serving that jurisdiction. If the adjoining jurisdiction is in another state, notification is made to that state's Emergency Operations Center/Emergency Response Council, as appropriate.

2.2 Response Procedures

2.2.1 Response Level

The response will be determined by the types of chemicals involved, as well as, potentially at risk facilities, and the actual or potential consequences associated with the event. When responding to a fire at a location where hazardous materials are known to be located, the response units will assume the involvement of the most hazardous material at that location unless otherwise informed.

2.2.2 Incident Commander

The senior fire/hazmat officer on the scene will typically serve as Incident Commander (IC) and has the authority to implement necessary protective actions, such as sheltering-in-place and evacuation. Protective action decisions will be based on a number of factors that include but are not limited to; the amount and toxicity of the substance released, duration of the release, weather conditions, wind speed and direction, size and characteristics of the population impacted or at risk, and available time and capability to implement the protective action.

2.2.3 Site Assessment and Characterization

Upon arrival on-scene, a site assessment and characterization will be conducted to determine the potential hazards on site. The process, which should be reassessed throughout the response and recovery phases, considers the following:

- The presence of any substance in the air (e.g., toxic, corrosive, asphyxiate) Immediately Dangerous to the Life and Health (IDLH) of first responders as well as the general population.
- Review of facilities, infrastructure, and critical systems in and around the site.
- Identification of additional hazards in the environment that may cause injury or death to first responders (structural hazards, explosives or flammables, etc.).
- Environmental characteristics of the site (e.g. geography, topography, meteorology) impacting response operations.
- Off-site consequences of the hazards identified.
- Intelligence that may assist in identifying types and level of risks for responders.

2.2.4 Field Operations

Coordination of field operations will be accomplished utilizing the Incident Command System (ICS) consistent with the National Incident Management System (NIMS) framework. As regional, state, and federal resources arrive on-scene to support field operations, the ICS organization will develop into a Unified Command.

2.2.5 Local Emergency Declaration

If protective actions (e.g., evacuation, sheltering-in-place, isolation, quarantine, etc.) are implemented, a local emergency may be declared and the EOC will be augmented to coordinate and support response operations and the associated protective action. Support is provided by the Emergency Support Functions (ESFs) to ensure a timely and effective response to the consequences of the incident.

2.2.6 Impact Area Determination

The areas and populations impacted are determined using a variety of means available (e.g., plume modeling, acetate overlays, epidemiological surveillance, etc.). The impact area and the populations at risk will be defined by easily recognizable landmarks, such as streets, roads, rivers, etc. Emergency protective action notifications are disseminated to the public using all

means of communications available, to include: media, the Emergency Alert System (EAS), public address systems, bullhorns and/or door-to-door, if feasible and safe to do so.

2.2.7 Materials Identification

The IC will make every attempt to obtain a Material Safety Data Sheets (MSDSs) for the material involved. These data sheets will be shared with responders, particularly medical personnel, to assist them in assessing the need for any additional protective measures while handling incident victims, as well as determining and providing the appropriate medical care. In addition, an individual contamination record will be maintained for individuals, both victims and emergency response personnel, who have been exposed to hazardous materials.

2.2.8 Regional HAZMAT Teams

If it is determined the response exceeds local capabilities, the Virginia Department of Emergency Management (VDEM) Hazardous Materials Officer will activate one or more state-contracted HAZMAT teams. The determination to activate the team can be made based on discussions with the Incident Commander by telephone, or after arriving on-scene and assessing the situation. These teams are equipped and trained to handle emergency response actions regardless of the mode of transportation or material involved.

2.2.9 State On-Scene Coordinator

A State On-Scene Coordinator (SOSC) will be requested to coordinate the response of state agencies at the site by either the Virginia Department of Emergency Management, for releases that do not involve state waters, or from the Virginia Department of Environmental Quality, when the release threatens state waters.

2.2.10 Incident Command Post

An Incident Command Post (ICP) will be established at the scene of response activities to provide communications, personnel, and administrative services required by the local, state and federal coordinating officers. During remedial actions, supervisory personnel will determine whether an ICP will be required.

Section 3: ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

This section describes the operational organization relied on to respond to a hazmat incident by the Augusta County, Staunton, and Waynesboro.

3.1 Staunton-Augusta-Waynesboro Local Emergency Planning Committee (LEPC)

- Prepare and maintain the HMERP in coordination with the local Emergency Coordinator, Hazardous Materials Coordinator, private industry, and local, state, and federal support agencies and departments.
- Provide technical assistance and support to the community to ensure compliance with established regulations and laws.
- Hold meetings on a quarterly basis.
- Maintain a file of Material Safety Data Sheets (MSDSs).

3.2 Public and Private Fixed Chemical Facilities

- Facilities subject to EPCRA must have a designated facility emergency coordinator.
- Representatives of each chemical facility are responsible for identifying and providing to the local Emergency Management Coordinator, the Hazardous Materials Coordinator, Fire Department, and the Local Emergency Planning Committee, the Tier II reports and associated MSDSs for chemicals stored, manufactured, processed, and transported to and from their place of business, and that are identified as an EHS by the Environmental Protection Agency. These chemicals can be found in EPA's List of Lists.
- The facility will participate in the development of community plans and exercises, and provide specialized training, guidance, and resources to enhance the level of preparedness and response capabilities of responding organizations, as appropriate and feasible to do so.
- If feasible, fixed facility operators will maintain an automatic monitoring system to detect a release of hazardous materials. In the absence of such an automatic monitoring system, employees of the facility will be trained in detecting a release by human sensory perceptions, making the necessary notifications, and taking the necessary actions to protect themselves and others, as well as containing and mitigating the consequences.

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- Fixed facility management will develop and implement safety and security measures and mitigation strategies to ensure a safe and secure working environment, as well as maintain the capability to contain a release of hazardous materials within their property boundaries, and reduce and/or eliminate the potential for off-site consequences. In addition, the facility will coordinate preparedness and response initiatives with local, regional, and state response organizations, as well as the population and facilities at risk. Facilities are required to develop an emergency response plan that provides:
 - A quick and effective interface between emergency response units and facility management consistent with NIMS/ICS.
 - Procedures for making timely notifications and warnings of a release to the local 9-1-1 Emergency Communications Center/Public Safety Answering Point.
 - Procedures for notifying the local jurisdiction of a non-emergency release of hazmat.
 - Means of primary and redundant communication with the local jurisdiction.
 - Provisions for cleanup or supervision of contracted cleanup of released materials.
- Maintain a trained and properly-equipped team of employees to combat and control an incident involving a toxic substance.
- Maintain and have readily available "Air Toxic Substance Incident Report" forms and a roster of emergency notification telephone numbers.
- Provide training to local emergency response personnel for chemicals within their area of responsibility.
- Be responsible for neutralization and cleanup of contamination resulting from the operations at their facility.
- Transporters are responsible for clean-up and neutralization at the site of their transporting vehicle.

3.3 Fire Departments

- Ensure personnel are properly trained and equipped to respond to hazardous materials incidents, as well as support the response to and associated investigations of crimes involving hazardous materials.
- Develop and maintain a list of facilities and transportation infrastructure that use, store, transport, process, or manufacture hazardous materials and coordinate response planning, based on risk identified on MSDSs, with facility management.
- Support the development and review of facility response plans submitted by oil or hazardous materials facilities and transportation infrastructure, to include the assessment of response resources, capabilities, and training needs in the context of the hazards identified.
- Exercise plans and procedures for hazardous materials response involving transportation incidents and environmental crimes.
- Assume command at an incident and deploy resources to control the incident.

3.4 Emergency Medical Services

- Ensure personnel are properly trained and equipped to respond to hazardous materials incidents.
- Coordinate with Augusta Health Hospital and the Virginia Department of Health – Central Shenandoah Health District regarding type, characteristics, and scope of health and medical consequences during a hazardous materials incident, and any associated actions to include personal protective equipment (PPE), decontamination, prophylaxis, etc.
- Provide emergency medical support to public shelters, points of distribution, and other support facilities and operational areas, as required.
- Assist the Incident Commander in controlling the incident.

3.5 Law Enforcement

- Maintain a point of contact (central dispatcher) for notification of an oil or hazardous material release. Assure notification of the VEOC of any release of hazardous materials.

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- **Support** implementation of protective actions.
- Control access to the incident area.
- **Establish** and maintain security of response personnel, operations areas, areas impacted, facilities, infrastructure, and resources supporting the response, in coordination with facility or company security, as well as state and federal law enforcement personnel.
- **Augment** emergency communications on site. Maintain a redundant communications system to ensure the necessary communication throughout response and recovery operations.
- Conduct criminal investigation of the incident and coordinate with supporting state and federal law enforcement agencies as required.
- Provide liaison to the supporting regional, state, and federal law enforcement agencies as necessary.
- **Provide** assistance to the on-scene commander to:
 - Warn and evacuate the public as required.
 - Provide security for evacuated area.

3.6 Emergency Management

- Augusta County, Staunton, and Waynesboro each have a designated Emergency Management Coordinator who will implement the plan (42 U.S.C. 116).
- Coordinate with the LEPC to develop and maintain plans and procedures to address the full spectrum of technological hazards to include chemical, biological, radiological, nuclear, and explosives (CBRNE) incidents at fixed facilities, and during transport.
- Provide coordination of emergency operations, in support of the Incident Commander/Unified Command.
- Coordinate declaration of a local emergency when necessary.
- Develop plans to provide water, food, medical attention and shelter for evacuees in coordination with the Virginia Departments of Health and Social Services, Schools, and the Red Cross.

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- If the incident requires the assistance of federal agencies the Fire Chief will be the Local On-Scene Coordinator (LOSC) working with the Federal On-Scene Coordinator (FOSC) and the State On-Scene Coordinator (SOSC). The Director of Emergency Management or his designee will be the Local Coordinating Officer (LCO) working with the Principal Federal Official in Incidents of National Significance, the Federal Coordinating Officer (FCO) and the State Coordinating Officer (SCO) to facilitate federal, state, and local coordination. Augusta County, Staunton, and Waynesboro will request assistance from state and federal resources when local capacity to respond to an incident is exceeded.
- Manage the EOC. Develop staffing plans for foreseeable duration of the incident.
- Ensure required reports are submitted to the VEOC and other state and federal agencies. Coordinate and support the release of public information through the local Public Information Offices and Joint Information Center, when established.
- Ensure an accurate record of incident-related expenses is maintained to support cost recovery from the responsible party and available assistance programs established for hazardous materials events.
- Identify and employ clean-up contractors when the responsible party is unable or unwilling to take responsibility for recovery activities or is unknown.
- Monitor recovery and clean-up activities to ensure proper disposal of contaminated materials.
- Provide training and conduct exercises of the hazardous materials plan to ensure efficiency, effectiveness and safety on-scene.

3.7 Public Works Departments

- The Department of Public Works has primary responsibility for heavy equipment such as front-end loaders, dump trucks, etc. Additional resources could be requested from a variety of sources at the local level to assist in the containment of hazardous materials runoff and contamination, as well as mitigating impacts to water treatment facilities, streams, rivers, and other environmentally sensitive areas (examples: water treatment facilities, landfills, private firms with equipment which have offered assistance). The Virginia Department of Transportation also has resources that can be employed to support response operations.

3.8 Virginia Health Department – Central Shenandoah Health District

- Maintain a liaison with health and medical community supporting response and recovery operations.
- Provide technical support regarding health and medical issues, through Emergency Support Function 8, to the Incident Commander and EOC.
- Support the development of protective actions for emergency responders, facilities comprising medical care systems, at risk populations and special facilities, and the general population.
- Assist in the development and dissemination of public information announcements in coordination with supporting health organizations.
- Support environmental and health monitoring as required.
- Assist in determining when the site involved is restored to its pre-event health and safety condition.

3.9 Commonwealth's Attorney

- Assist in the preparation of the Declaration of a Local Emergency.
- Provide legal advice to County Administrator and City Managers, local officials and staff regarding issues relating to the response and recovery.
- Support any legal actions against the responsible parties for failure to comply with applicable hazardous materials, environmental and safety regulations and laws, and/or any criminal actions associated with the incident.

3.10 Superintendents of Augusta County, Waynesboro, and Staunton School Systems

- Develop plans and procedures to implement protective actions for school facilities and ensure implementation of these plans by conducting evaluated exercises.
- Support planning to provide water, food, medical attention, and shelter for evacuees in coordination with the Emergency Managers, Virginia Departments of Health and Social Services, and the Red Cross.
- Provide transportation and facilities to support evacuations and points of distribution (POD).

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- **Develop expedient evacuation procedures for schools located within identified risk areas.**

3.11 Virginia Department of Social Services – Shenandoah Valley Office

- **Support planning to provide water, food, medical attention, and shelter for evacuees in coordination with the Emergency Managers, Virginia Department of Health, the Schools, and the Red Cross.**
- **Identify and maintain a list of special needs populations within risk areas who will need assistance if evacuation is required.**
- **Provide assistance and support within parameters of established programs.**
- **Support the establishment and operation of Family Assistance Centers for disaster victim families and friends.**
- **Support the coordination and provision of other individual assistance programs.**

3.12 Building Inspectors and Zoning Officials

- **Develop and maintain Standard Operating Procedures (SOPs) for preventing oil or hazardous materials runoff from entering the sewer/storm drain system and contaminating the water supply.**
- **Ensure employees are trained in protective measures.**
- **Support implementation of traffic control measures.**
- **Augment communications to support emergency response and recovery operations.**
- **Support initial, preliminary, and detailed damage assessments of public infrastructure.**
- **Assist with decontamination and cleanup, if required.**

3.13 Augusta Health Hospital

- **Develop emergency room procedures to treat incident victims exposed to hazardous materials known to be in the area.**

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- Develop procedures to decontaminate victims to ensure that the emergency room and supporting departments such as x-ray, etc., do not become contaminated.
- Develop procedures to ensure that contaminants do not enter the hospital heating and ventilation system.
- Develop procedures to ensure materials used in decontamination are safely secured for proper disposal.
- Ensure Material Safety Data Sheets and/or recommended treatment information for hazardous materials identified in the area are readily available in the emergency room.
- Develop criteria to triage large numbers of exposed victims.
- Develop plans to enhance hospital and community surge capabilities.

3.14 State Responsibilities

- During a state response the Virginia Department of Emergency Management (VDEM) serves as lead state agency until such time public safety issues are addressed, then the Virginia Department of Environmental Quality (DEQ) will assume the lead. The Virginia Department of Environmental Quality (DEQ) has primary responsibility for environmental oil spill response, as outlined in State Water Control Law, Article 11, Section 62.1-44.34:14, et seq.
- The Department of Environmental Quality has seven regional offices, each of which initiate the agency response to oil pollution incidents in their geographic areas of responsibility. The DEQ Office of Spill Response and Remediation (OSRR) coordinates the agency response.

3.15 Federal Responsibilities

- Within the National Contingency Plan framework, the responsibility for federal response to an oil pollution incident within the Commonwealth is shared by the United States Coast Guard, Department of Homeland Security (DHS) and the Environmental Protection Agency. Virginia will coordinate with the DHS in events determined to be Incidents of National Significance. An Incident of National Significance is an actual or potential high-impact event by and appropriate combination of Federal, State, local, tribal, nongovernmental, and/or private

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sector entities in order to save lives and minimize damage, and provide the basis for long term community recovery and mitigation activities.

- The geographical boundaries for each area of responsibility are defined in the National Oil and Hazardous Substances Pollution Contingency Plan. The EPA has jurisdiction over inland spills and the DHS/Coast Guard has responsibility for the coastal zone.

Section 4: ADMINISTRATION, FINANCE, AND LOGISTICS

The purpose of this section is to ensure that the necessary management controls, budget authorities, and accounting procedures are in place to provide the necessary funding in a timely manner to conduct emergency operations, expedite the process of procuring the necessary goods and services to support emergency operations, document expenditures, provide financial data to proper authorities, and maximize any available state or federal assistance during or in the aftermath of a hazardous materials incident.

4.1 Overview

In conjunction with each jurisdiction's Emergency Management Coordinator, the Director of Finance/Chief Financial Officer are responsible for developing and implementing the necessary policies and procedures to facilitate and ensure an accurate accounting of expenditures during all phases of a hazardous materials incident. These policies and procedures will be designed to support and expedite emergency response operations, as well as maximize state and federal assistance. The Director of Finance/Chief Financial Officer and Emergency Management Coordinator will coordinate with all departments, government entities, and representatives from the private sector who support hazardous materials incident response operations. This may involve working with other local jurisdictions who provide mutual aid, state and federal governments, private contractors, local retailers, and volunteer organizations.

4.2 Administrative, Financial, and Logistical Actions:

- A listing of potential resource providers will be developed and maintained for anticipated equipment and service needs.
- Mutual aid agreements and sample contract agreements will be developed to facilitate the receipt of assistance and expedite the procurement process during and in the aftermath of response operations.
- Training will be provided to familiarize staff with internal procedures, as well as federal and state disaster requirements and forms.
- Internal audits will be conducted and support to external audits will be provided as required by the state or federal governments for any assistance received.

4.3 Documentation of Costs

All costs associated with response and recovery operations will be documented by the Finance Departments of the applicable jurisdiction (or jurisdictions) to support reimbursement from the responsible party or from state and federal funds that may be applicable to the event. For example the Virginia Disaster Response Fund, Virginia Environmental Emergency Response Fund, Oil Spill Liability Trust Fund, or Virginia Petroleum Storage Tank Fund, etc.

Section 5: PLAN DEVELOPMENT AND MAINTENANCE

5.1 Plan Development

The Emergency Management Coordinators for Augusta County, Staunton, and Waynesboro are responsible for the overall planning and coordination of this plan for their particular jurisdiction.

5.2 Plan Maintenance

The Staunton-Augusta-Waynesboro Local Emergency Planning Committee (S-A-W LEPC) will conduct regular meetings to review and update this plan to ensure that emergency response remains appropriate to current risk, is compliant with regulations, implements best practices learned from related industries and other relevant resources, and reflects any changes in the capabilities of Augusta County, Staunton, and Waynesboro.

5.3 Plan Exercise

The Emergency Management Coordinators in conjunction with local fire-rescue and law enforcement departments in each of the jurisdictions will coordinate exercises of this plan and conduct an After Action Review (AAR) for emergency operations after this plan has been exercised or implemented in response to routine hazardous materials response. Updates of exercises or implementation of the Plan will be submitted to the S-A-W LEPC.

Section 6: TRAINING

6.1 Responsibility

The Virginia Department of Emergency Management Hazardous Materials Training programs will be available to all emergency personnel through the Department of Fire Programs, Department of Emergency Management, Central Shenandoah Valley E.M.S. Council and the Central Shenandoah Criminal Justice Training Center.

Hazardous material response personnel will train monthly in areas specified and will attend Virginia Department of Emergency Management Training as available.

Personnel involved with the Central Shenandoah Regional Hazardous Materials Team will train bimonthly and will conduct regional training biannually to achieve certification. Training will be conducted to meet the NFPA 471 and 472 standards.

6.2 Training Content

Training for emergency personnel, who may respond to an initial incident, will be conducted by facilities tours, classroom education, and defensive skills.

1. Tours of facilities will be held for emergency personnel.
2. Class room training shall include:
 - Use, care, and limitations of Personal Protective Equipment (PPE)
 - Chemical identification procedures
 - Safe work practices
 - Site safety and control
 - Handling emergencies and rescue procedures
 - Safe use of equipment
 - Contamination reduction procedure
 - Evacuation procedures

3. Defensive skills

Methods of controlling spills by:

- Diversion
- Diking
- Diverting
- Absorption

Hazardous material response personnel will train on the above subjects and:

- Incident command system
- Offensive measures to control leaks
- Monitoring and detection equipment
- Medical surveillance
- Product sampling

6.3 Training Frequency

It is the goal of Augusta County, Staunton, and Waynesboro to ensure that personnel receive adequate training on a recurring basis. A multi-year Training and Exercise (T & E) program will be developed, with the inclusion of stakeholders who have roles defined in the Plan. This T & E program will include a training and exercise schedule which includes the activities that will be scheduled for a three-year period.

Section 7: AUTHORITIES AND REFERENCES

7.1 Local

Staunton-Augusta-Waynesboro Emergency Operations Plan, 2016

Copies of mutual aid agreements and points of contact can be accessed by contacting the Emergency Management Coordinators for Augusta County, Staunton, and Waynesboro

Central Shenandoah Hazard Mitigation Plan, 2020

7.2 State

Commonwealth of Virginia Emergency Services and Disaster Law of 2000, as amended.

Commonwealth of Virginia Hazardous Materials Response Plan, Volume VII, March 2009

Commonwealth of Virginia Emergency Operations Plan, 2019

Commonwealth of Virginia Radiological Emergency Response Plan, 2012

Commonwealth of Virginia Strategic National Stockpile Plan, Virginia Department of Health, 2005

Commonwealth of Virginia, Department of Environmental Quality, Hazardous Waste Management Regulations, as amended.

Code of Virginia, Title 62 (Water Control Law), as amended.

Commonwealth of Virginia Hazardous Materials Transportation Regulations, as amended.

Virginia Waste Management Act, Section 10.1-1400 of the Code of Virginia of 1950, as amended.

Virginia Coastal Area Contingency Plan, Department of Environmental Quality, 2016

Code of Virginia, Fire Protection, Section 27-15.1, as amended.

7.3 Federal

National Response Framework, 2019

Virginia Inland Area Contingency Plan, Environmental Protection Agency, December 1996

29 CFR 1910, Occupational Safety and Health Standards for General Industry

40 CFR 300, National Hazardous Substance Contingency Plan, U. S. EPA, 1994

Public Law 92-500, Federal Water Pollution Control Act, commonly known as the Clean Water Act (CWA), as amended, 1972

Public Law 96-510, Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), also known as SUPERFUND, 1980

Public Law 99-499, Superfund Amendments and Reauthorization Act, 1986

Public Law 100-707, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 1988

Public Law 101-380, The Oil Pollution Act of 1990, commonly known as OPA-90, 1990

Public Law 107-118, Small Business Liability Relief and Brownfields Revitalization Act, 2002

42 U.S. Code chapter 116, Emergency Planning and Community Right-to-Know Act, commonly known as SARA Title III, 1986

Appendix A: REPORTING REQUIREMENTS

Emergency Management Coordinator

1. Ensure that proper reports are submitted to the VEOC for all oil or hazardous materials incidents that meet or exceeds the reportable quantity established by CERCLA or SARA Title III, as well as any environmental crime that is suspected or identified in the course of a response.
2. Contact VEOC at 804-674-2400 or 1-800-468-8892 if state assistance is required, to include the activation of a regional Hazardous Materials Regional Response Team.
3. Contact Jurisdiction Hazardous Materials Coordinator.
4. Ensure that an initial report is submitted to an adjoining jurisdiction when the released material may cross jurisdictional boundaries.
5. Ensure that a written follow-up report is submitted to applicable state and federal agencies.

Dispatcher

1. Use the Hazardous Materials Incident Report to submit notification to the VEOC. Request relay of report to the Department of Environmental Quality, the U.S. Coast Guard/DHS, and/or EPA.
2. Do not delay the initial report to complete all the information on the report form.
3. Submit a follow-up written report as soon as more complete information is known and a finish the report as soon as practical, but no later than 72 hours after termination of the event.

Facility Reporting

1. If an oil or hazardous materials release poses an immediate or imminent threat to public health or the environment beyond the boundaries of the facility, equals or exceeds the reportable quantity, or is required under CERCLA, Section 103 (a) or SARA Title III, Section 304 to report to the National Response Center, the local Emergency Communications Center shall be notified immediately providing the information contained on the hazmat report form.

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- 2. If the released substance poses a threat across state boundaries, the adjoining state will also be informed of the release.**
- 3. If an oil or hazardous materials release poses no immediate or imminent threat to the public health or the environment beyond the boundaries of the facility or is not required by law to be reported to the National Response Center, the county and LEPC shall be notified through the Office of the Emergency Management Coordinator the next business day.**
- 4. Written follow-up reports will be submitted as soon as possible to provide updated information as it becomes available, but no later than 72 hours after termination of the event. A complete follow-up report (Hazardous Materials Incident Report) will be submitted to the host jurisdiction's Emergency Management Coordinator, the Virginia Department of Emergency Management, and the Virginia Department of Environmental Quality as soon as possible but no later than 72 hours after termination of the event.**

Appendix B: Facility Emergency Coordinators

Lists of facility emergency coordinators and their contact information is maintained and located at the three jurisdictions' Emergency Management Coordinators' offices. These documents are not part of the Staunton-Augusta-Waynesboro Hazardous Materials Emergency Response Plan (S-A-W HMERP).

Appendix C: HAZMAT RESOURCES

FIRE DEPARTMENT RESOURCES

Augusta County Fire-Rescue Administration

ACFR-Admin	2015	Ford Explorer	Aug 3
ACFR-Admin.	2015	Ford Explorer	Aug 5
ACFR-Admin.	2017	Ford Explorer	Aug 2
ACFR-Admin.	2006	Ford Explorer	Reserve-admin
ACFR-Admin.	2012	Ford Explorer	EMS 1
ACFR-Admin.	2012	Ford Explorer	Aug 1
ACFR-Admin.	2020	Ford Explorer	Trn 1
ACFR-Admin.	2012	Ford F350 Ext Cab	Duty Officer
ACFR-Admin.	2006	Ford Explorer	Reserve-training
ACFR-Admin.	2006	Ford Pick up	Training
ACFR-Trailer	2003	United Trailer	Car Seat
ACFR-Trailer	2003	Fire Safety	Home Safety
ACFR-Trailer	1973	TrailMobile	Mazer Trailer
ACFR-Trailer	2017	BetterBuilt	Fire Prop Trailer
ACFR-Trailer	1999	Mld Atlantic	LP Simulator
ACFR-Trailer	2007	Pace Cargo	Hazmat
ACFR-Trailer	2003	Hazmat	State
ACFR-Trailer	2004	Trakker Trailer	Air Trailer
ACFR	2012	Ford F450	Ambulance
ACFR	2013	Ford F450	Ambulance
ACFR	2015	Ford F450	Ambulance
ACFR	2015	Ford F450	Ambulance
ACFR	2016	Ford	Ambulance
ACFR	2009	Dodge	Ambulance
ACFR	2002	Ford	Ambulance
ACFR	2019	Ford F450	Ambulance

AUGUSTA COUNTY CO10 - ISO-5/9 and CO11- ISO-7/9

AugustaCounty - 10	1941	International	Antique Pumper
AugustaCounty - 10	2010	Spartan	Engine 102
AugustaCounty - 10	2006	Pierce	Engine 112
AugustaCounty - 10	2007	Polaris	ATV 10
AugustaCounty - 10	2008	LaFrance	Heavy Rescue - Squad 10
AugustaCounty - 10	2008	Ford F-350	Brush 10
AugustaCounty - 11	1994	Sutphen	Truck 106
AugustaCounty - 11	1999	Sutphen	Engine 105
Preston L. Yancey - AFD	2004	International	Tanker/Engine 119

AugustaCounty – 11	1999	Ford	Brush 113
AugustaCounty – 11	2002	International	HAZMAT11
AugustaCounty – 11	2017	KME	Truck 11
Co. 2 - DEERFIELD	ISO-9		
Deerfield	2000	Freightliner	Engine 27
Deerfield	2003	Kenworth	Tanker 21
Deerfield	2010	Ford F350	Support 22
Deerfield	2006	Ford F550	Mini 20 (Pumper)
Deerfield	2011	Polaris	ATV 2
Co. 3 - MIDDLEBROOK	ISO-9		
Middlebrook	2013	Ford	Brush 33
Middlebrook	2008	Chevy Suburban	Response 3
Middlebrook	2000	KME	Engine 31
Middlebrook	2004	New Lexington	Pumper/Tanker - Eng 32
Co. 4 - CHURCHVILLE	ISO-6/9		
Churchville	2010	Ford F550	Brush 42
Churchville	1969	Homemade	Trailer
Churchville	2016	Chevy Tahoe	Response 46
Churchville	2006	New Lexington/Mack	Tanker 45
Churchville	2019	Seagrave	Engine 47
Churchville	1996	Sutphen	Engine 41
Churchville	1999	E-One	Air & Light
Churchville	2015	Ford pickup	Utility 4
Co. 5 - WEYERS CAVE	ISO-6/9		
Weyers Cave	1948	Chevy	Antique – Engine 51
Weyers Cave	2008	KME	Engine 53
Weyers Cave	1988	Hahn	Engine 52
Weyers Cave	1994	Ford	Tanker 50
Weyers Cave	1995	Wells Carg	Trailer
Weyers Cave	1994	Ford	Pickup –Srv56
Weyers Cave	1998	Sutphen	Engine 54
Weyers Cave	2002	Dodge 4x4	Brush 55
Co. 6 - VERONA	ISO-6/9		
Verona	1946	Ford	Antique
Verona	2002	American LaFrance	Engine 63

Verona	1996	Ford	Mini Pumper – M61
Verona	1992	International	Tanker 65
Verona	2008	E-One	Engine 62
Verona	2004	Ford Explorer	Response 6
Co. 7 - STUARTS DRAFT ISO-6/9			
Stuarts Draft Fire	1939	Chevy	Antique
Stuarts Draft Fire	2012	International	Engine 73
Stuarts Draft Fire	2006	Ford F250	Response 78
Stuarts Draft Fire	1966	Chevy	Brush 72
Stuarts Draft Fire	2017	Sutphen	Engine 71
Stuarts Draft Fire	2016	Ford F550	Utility 75
Stuarts Draft Fire	1999	American LaFrance	Engine 74
Stuarts Draft Fire	2003	Freightliner	Tanker 76
Co. 8 - CRAIGSVILLE ISO-7/9			
Craigsville Fire	1966	Ford Oren	Engine 82
Craigsville Fire	2009	Ford	Brush 86
Craigsville Fire	2013	Pierce	Engine 84
Craigsville Fire	1988	International	Salvage 85
Craigsville Fire	1999	Ford	Support 81
Craigsville Fire	1999	Freightliner	Pumper/Tanker – Eng 83
Craigsville Fire	1996	GMC	Utility87
Craigsville Fire	1999	Ford	Attack 81
Craigsville Fire	2007	Dodge	Car 8
Co. 9 - DOOMS ISO-6/9			
Dooms	2009	KME Predator	Pumper/Tanker Eng 90
Dooms	1992	International	Engine 92
Dooms	2011	Ford F350	Utility 97
Dooms	2000	Ford F350	Brush 93
Dooms	2011	For F-550	Brush 94
Dooms	2002	Car Mate	Trailer
Dooms	2006	Ford Expedition	Response 96
Co. 12- RAPHINE			
Raphine	2008	Freightliner	Engine 128
Raphine	2010	Chevrolet	Response 122
Raphine	2007	Sutphen	Engine 127
Raphine	2013	Chevy	Brush 123
Raphine	2016	KME	Tanker 126

Raphine	2005	Chevrolet	Utility 124
Co. 14 - SWOOPE ISO-5/9			
Swoope	2009	International	Tanker 147
Swoope	1984	Mack	Engine 142
Swoope	2009	Ford F-350	Brush 148
Swoope	2009	Chevy Tahoe	Response 14
Swoope	2000	Sutphen	Engine 145
Swoope	2019	Sutphen	Engine 144
Swoope	2006	Ford250	Support 14
Swoope	2000	Ford Explorer	Utility 14
Swoope	2003	Ford	Chase 14
Swoope	1996	Ford Ambulance	REHAB 1
Co. 18 - NEW HOPE ISO-9			
New Hope	2008	Seagrave	Engine 182
New Hope	2002	New Lexington	Engine 181
Co. 19 - WILSON ISO-6/9			
Wilson	1967	Kaiser – Army Transporter 6x6	Evac 19
Wilson	2005	Pierce/Freightliner	Tanker 195
Wilson	2003	Ford F250 4x4	Support 19
Wilson	1967	Jeep	Brush 193
Wilson	2008	Ford F-550	Brush 194
Wilson	1995	Freightliner	Engine 191
Wilson	1997	Homemade	Cook Trailer
Wilson	2001	Ford Excursion	Support 196
Wilson	2003	Freightliner	Engine 192
Wilson	2003	Trailer	Trailer
Wilson	2003	Polaris 6x6	ATV 19
Wilson	2009	Ford F-550	Utility 197
Wilson	2005	Homemade	Trailer
Co. 21 – MOUNT SOLON ISO-9			
Mt Solon	2006	Sutphen	Engine 213
Mt Solon	1992	GMC	Engine 216
Mt Solon	2012	Ford f-350	Salvage 212
Mt Solon	2000	Freightliner	Tanker 214
Mt Solon	2004	Ford F-350	Brush 215
Mt Solon	2012	Ford	Ambulance 218

Mt Solon	2006	Ford	Ambulance 219
Mt Solon	2013	Down to Earth	Trailer
Mt Solon	2013	Polaris	ATV 21
Mt Solon	2006	Ford	Serv 217

Co. 25 – RIVERHEADS

Riverheads	1989	Sutphen	Engine 252
Riverheads	1994	Seagrave	Engine 254
Riverheads	1997	International	Tanker 259
Riverheads	2012	Ford	Brush 253
Riverheads	2001	Freightliner	Attack 251
Riverheads	2017	Sutphen	Engine 255
Riverheads	1997	Chevy	Utility 257

SHENANDOAH VALLEY REGIONAL AIRPORT

SVRA	2017	Oshkosh	Crash 226
SVRA	2002	Ford	Crown Victoria 236
SVRA	2002	E-ONE	Crash 224
SVRA	2004	Ford	Explorer 223
SVRA	2008	Ford F350	SERV 222
SVRA	2003	Chevy Suburban	Chief 220
SVRA	2005	Ford Explorer	Vehicle 227
SVRA	2006	Chevy Impala	Vehicle 236

BRIDGEWATER FIRE

Bridgewater	1987	Sutphen	Truck 15
Bridgewater	1996	Sutphen	Engine 109
Bridgewater	2020	Pierce	Engine 108
Bridgewater	1997	Sutphen	Engine 107
Bridgewater	2011	Mack	Tanker 15
Bridgewater	1999	Ford F-350	Brush 15
Bridgewater	1996	Ford Crown Vic	Srv104
Bridgewater	2000	Ford Excursion	Srv106

CLOVER HILL FIRE

Clover Hill	2011	Pierce	Engine 172
Clover Hill	1997	E-One	Engine 174
Clover Hill	1977	Chevy	Brush 171
Clover Hill	2001	Hummer	Attack 17
Clover Hill	1988	Dodge	Squad 173
Clover Hill	2011	Pierce/International	Tanker 17
Clover Hill		EMS Response Vehicle	Srv179
Clover Hill	2008	Dodge 4500	Ambulance 177
Clover Hill	2004	Ford F-450	Ambulance 178

GROTTOES FIRE

Grottoes	2003	Sutphen	Engine 203
Grottoes	2012	KME – Rescue Pumper	Engine 207
Grottoes	1990	International	Brush 206
Grottoes	2005	Chevy Suburban	Srv200
Grottoes	2007	KME/International	Tanker 209
Grottoes	2008	Chevy Silverado	Srv201
Grottoes	2011	Chevy Tahoe	Srv202

STAUNTON STATION 1

Staunton Station 1	2016	Sutphen	Engine 1
Staunton Station 1	2002	Pierce 100' Platform	Truck 1
Staunton Station 1	1988	Ford/Hackney	Squad 8
Staunton Station 1	2000	Ford Excursion	EMS7
Staunton Station 1	2010	Ford Pickup	Srv7
Staunton Station 1	1996	Sutphen	Engine 3
Staunton Station 2	2008	Sutphen	Engine 2
Staunton Station 2	2007	Chevy	Brush 6
Staunton Station 2		Gator 6x6	ATV 1

All units have thermal
Imaging Camera

SOUTH RIVER FIRE DEPARTMENT

South River	2008	Sutphen	Engine 71
South River	2017	Sutphen	Engine 74
South River	2001	Westernstar	Tanker 72
South River	2006	Ford F-350	Brush 75
South River	2005	Ford F-250	Response 73

WALKERS CREEK FIRE DEPARTMENT

Walkers Creek	1994	Seagrave	Engine 80
Walkers Creek	1992	GMC	Tanker 80
Walkers Creek	2008	Ford F-550	Brush 80
Walkers Creek	2002	Dodge Durango	EMS 80
Walkers Creek	2004	Terraplane ATV	ATV 80
Walkers Creek	2003	International 740 4x4	Suppression 80
Walkers Creek	2014	Ford	Serv 80

WAYNESBORO FIRE

Waynesboro	1999	Sutphen	Engine 10
Waynesboro	2009	Pierce	Engine 11
Waynesboro	2003	Pierce	Engine 12

Waynesboro	2019	Pierce	Engine 13
Waynesboro	1991	Gruman -100' Aerial	Tower 1
Waynesboro	1995	IHC	Salvage 16
Waynesboro	2008	Chevy	Utility 18

WINTERGREEN FIRE

Wintergreen	2018	Chevy Tahoe	WCH61
Wintergreen	2017	Chevy Tahoe	WCH62
Wintergreen	2012	Jeep Cherokee	WCH63
Wintergreen	2003	Seagrave	WE61
Wintergreen	1996	Seagrave	WE62
Wintergreen	2008	Sutphen	WTK61
Wintergreen	2015	Mack Tanker/Pumper	WT62
Wintergreen	2019	Ford F500	WA61
Wintergreen	2019	Ford F550	WA62
Wintergreen	2010	Ford Expedition	WRSP1
Wintergreen	2016	Chevy Tahoe	WRSP61
Wintergreen	2010	Mack	WSQD1
Wintergreen	2011	Polaris 850	WATV1
Wintergreen	2008	Polaris Ranger	WATV2

RESCUE SQUAD RESOURCES

Res. 1 - WAYNESBORO FIRST AID CREW

Waynesboro	2002	Sutphen	Heavy Squad – Unit 2
Waynesboro	2014	Ford 450	Ambulance – Unit 3
Waynesboro	2008	Ford 450	Ambulance – Unit 4
Waynesboro	2005	Ford 450	Ambulance – Unit 5
Waynesboro	2010	Ford 450	Ambulance – Unit 6
Waynesboro	2005	Ford 450	Ambulance – Unit 8
Waynesboro	2008	Ford 250	Utility Truck – Unit 10
Waynesboro	2006	Ford	Utility Van – Unit 11

Res. 2 - DEERFIELD

Res. 4 - CHURCHVILLE

Churchville	2016	Ford	Ambulance 43
Churchville	2011	Ford	Ambulance 48

Res. 6 - STUARTS DRAFT RESCUE SQUAD

Stuarts Draft Rescue	2016	Ford E-450	Ambulance - 61
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Stuarts Draft Rescue	2019	Chevy Suburban	First Response - 63
Stuarts Draft Rescue	1996	Hackney/Ford F800	Squad - 64
Stuarts Draft Rescue	2010	Horton/ International	Ambulance -65
Stuarts Draft Rescue	2013	Ford F450	Ambulance 67
Stuarts Draft Rescue	1994	Ford - F-350	Squad - 68
Stuarts Draft Rescue	2009	Horton/Ford F-450	Ambulance -69
Stuarts Draft Rescue	2003	Wells	Cargo

Res. 16 - CRAIGSVILLE-AUGUSTA SPRINGS RESCUE

Res. 5 - STAUNTON-AUGUSTA RESCUE SQUAD

SARS	1987	Wells Cargo	MCI Trailer
SARS	1992	Mack	Squad 54
SARS	2015	Ford	Ambulance 50
SARS	2012	Ford	Ambulance 51
SARS	2017	Ford	Ambulance 52
SARS	2016	Ford	Ambulance 53
SARS	2019	Ford	Ambulance 56
SARS	2011	Ford	Ambulance 58 - OOS

Res. 18-NEW HOPE RESCUE SQUAD

Res. 21 - MT.SOLON RESCUE

Mt Solon	2012	Ford	Ambulance 218
Mt Solon	2006	Ford	Ambulance 219

WINTERGREEN RESCUE

Wintergreen	2018	Chevy Tahoe	Unit 61
Wintergreen	2017	Chevy Tahoe	Unit 62
Wintergreen	2012	Jeep Cherokee	Unit 63
Wintergreen	2015	Chevy 3500	Unit 175
Wintergreen	2012	Mercedes Sprinter	Unit 176
Wintergreen	2017	Ford	Unit 177
Wintergreen	2012	Chevy 3500	Unit 178
Wintergreen	2007	Chevy 3500	Unit 179
Wintergreen	2002	Chevy 3500	WRS180
Wintergreen	2002	Chevy Tahoe	WRS181
Wintergreen	2018	Chevy Tahoe	Unit 61

FAIRFIELD

Fairfield Rescue	1995	Ford	Ambulance 178
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Fairfield Rescue	2018	Dodge	Ambulance 176
Fairfield Rescue	2012	Chevrolet	Ambulance 177
Fairfield Rescue	2018	Chevy Tahoe	Response 17

GROTTOES RESCUE SQUAD

Grottoes Rescue	2012	Dodge Ram 4500	Ambulance – ALS/ Unit 2
Grottoes Rescue	2010	Dodge Ram 4500	Ambulance – ALS/ Unit 3
Grottoes Rescue	2012	Dodge Ram 4500	Ambulance – ALS/ Unit 4
Grottoes Rescue	2018	Ford F250	Response – ALS/ Serve 6
Grottoes Rescue	2012	Chevy Tahoe	Response – ALS/Serve 7

BRIDGEWATER

Bridgewater Rescue	2012	F450	Ambulance 155
Bridgewater Rescue	2015	Ford F450	Ambulance 156
Bridgewater Rescue	2017	Ford F450	Ambulance 157
Bridgewater Rescue	2016	Ford	Ambulance 158
Bridgewater Rescue	2011	International	Ambulance 159
Bridgewater Rescue	2001	International	Heavy Rescue SQD15
Bridgewater Rescue	2000	Chevy Caprice	SERVE 152
Bridgewater Rescue	2005	Chevy Trailblazer	SERVE 153
Bridgewater Rescue	2011	Chevy Tahoe	SERVE 154

LAW ENFORCEMENT RESOURCES

Augusta County Sheriff's Department

Crime Scene Van Inventory: Crime Scene Van	2019 Dodge	Veh #4041
100 piece garage tool set	Crime Scene Barrier tape	Master print kits
100' tapes	Detection kit	Measurer - Wheel
10X12 tarp	DNA collection kits	Measuring cup/bottle
16X20 tarp	Drug ID kits (assorted)	Medium boxes
2 hole punch	Dust lifter kit	Medium Syringe tubes
2gb/8gb cards	Elimination print kit	Medium+ boxes
300' wheel tape	Evidence collection kits	Metal Detectors
5.11 Quick Charge Flashlight	Evidence Flags	Microsil Brown
6X9 envelope	Evidence Handling and capabilities guide	Microsil White
8MM tapes	Evidence instrument kit	Mono-pod
9lb bottle of dent stone	Evidence labels	Nikon 8700 digital camera
9X12 envelope	Evidence packaging tape with dispenser	Optimax kit
Angle	Evidence tags	Orange traffic cones
Assorted battery chargers	Evidence tape	Packs of adhesive scales
Assorted bungee cords (bag)	Fiberglass sticks	Paper Towels
Assorted Magnetic Scales	Fire Extinguisher	Pens
Assorted Sharpies	First Aid Kit	Photo documentation kit
Bio foam kits	Flares - Highway	Pistol/Knife boxes
Bio hazard bags	Flex cuffs	Police Radio model XTL 2500
Bio hazard labels	Flood lights	Post it notes
Bloodborn pathogen kit	Forms	Power converter
Bloodstain stick kits	Gallon jugs of water	Primer residue kit
Bluestar	Galls 20X50 Binoculars	Reagent kit
Books:DOT, Heavy equip,pass and comm	Gals.Card	Reflective chalk
Bosch laser tapes	Gel lifters	Reflective triangle kit
Brunton head lamps	GPS Unit	Rifle boxes
Bureau Scales	Hand Sanitizer	Rubber boots
Cable cutter	Iodine fuming kit	S/M/LG Paper bags
Cardboard boxes	ITT night vision goggles	S/M/LG Plastic bags
Cases of CD's	Known handwriting packets	Scissors
Cassette tapes	Kraft paper roll/cutter	Siren/light box
Casting kit	Ladder	Sketch Kit
Clear packaging tape with dispenser	Large Syringe tubes	Sm casting frame
Clipboards with crime scene forms	Laser trajectory kit	Small boxes
Clipboards with crime scene forms	Latex gloves (m/lg/xlg)	Small Syringe tubes
Compass	Lg casting frame	Snow print powder
CPR Mask	Luminol	Sodium Rhodizonate Kit

Sony camcorder
Sony HD camcorder
Spot light
Spray bottles
Stapler
Staples
Staples Relay thumb drive
String trajectory kits
Tape dispenser
Tongue depressors
Tool Kit
Tri-pod
Tri-pod
Tyvek evidence bags
Tyvek hand bags
Tyvek suits (XL and XXL)/shoe covers
USB Cable
UV Flashlight
UV light kit
UV light kit
VHS tapes
White paper pads
White/Blue evidence packaging tape
X-LG paper bags
X-tension cord
Zip ties

Other Resources:

Bullhorn - 1 Hand held,
battery operated

Flares, Traffic Safety

24 cases of 36 each

Cones, Reflective Traffic

5 36 Inch

10 28 inch

Equipment

Base Station-1

Mobile Radios (UHF)

Mobile Radios (VHF-SIRS)

Portable Radios (UHF)

VCIN-1

Cellular Phones

Satellite Offices-2

Radios

Appendix D: At-Risk Facilities

Lists of at-risk facilities points of contact and their contact information is maintained and located at the three jurisdictions' Emergency Management Coordinators' offices. These documents are not part of the Staunton-Augusta-Waynesboro Hazardous Materials Emergency Response Plan (S-A-W HMERP).

Appendix E: HAZARDOUS MATERIALS RISK MAPS

Maps depicting various data and intended for use by emergency managers and responders are included in this appendix of the Augusta-Staunton-Waynesboro Hazardous Materials Emergency Response Plan. The purpose of these maps is to help emergency managers and responders identify at-risk facilities, potential at-risk population, and potential evacuation routes in the event of a hazardous material spill. An overall reference map identifying the detailed maps is included. The detailed maps show identified elements at a more suitable scale. The detailed maps include the following elements within the study area:






- Critical facilities and a 0.5-mile buffer around each,
- Major Transportation Routes and a 0.5-mile buffer around each and,
- At-risk facilities

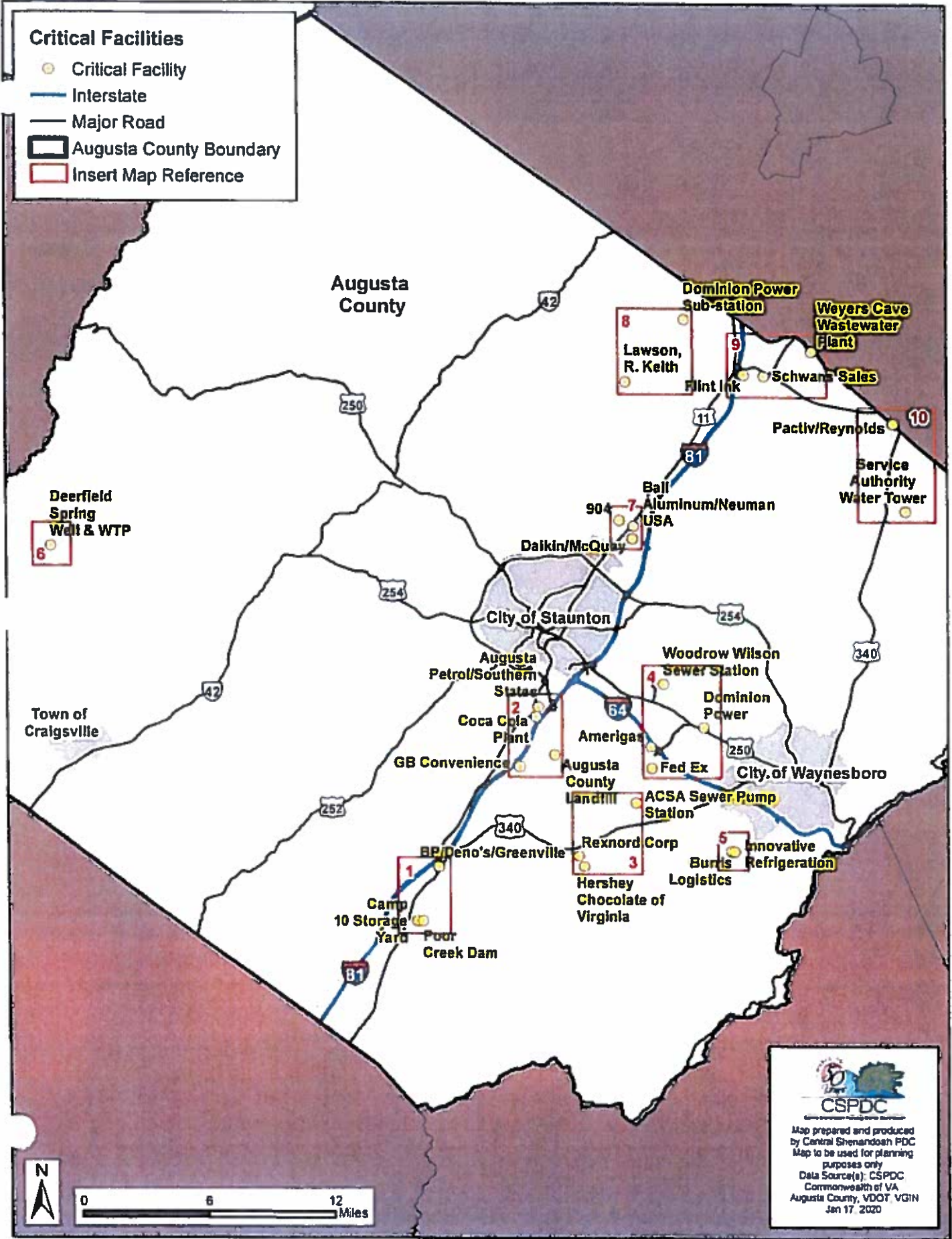
Critical Facilities: The Critical facilities locations data included in the maps were derived from location data for facilities subject to SARA Title III reporting due to the storage of hazardous materials provided by the Staunton-Augusta-Waynesboro Local Emergency Planning Committee (LEPC). A buffer of 0.5 mile in radius was applied to each Critical Facility to designate its associated area of elevated risk.

At-risk Facilities: Locational data for At-risk facilities developed by the CSPDC for “critical facilities” in the regional hazard mitigation plan were used for this study. At-risk facilities depicted in the mapping included schools, churches, day care facilities, airports, jails, landfills, power utility, water and wastewater treatment, municipal drinking water wells, hospitals, emergency response facilities, government facilities, and industrial facilities. At-risk facilities located within 0.5-mile of fixed Critical Facilities or Major Transportation Routes were considered an elevated risk.

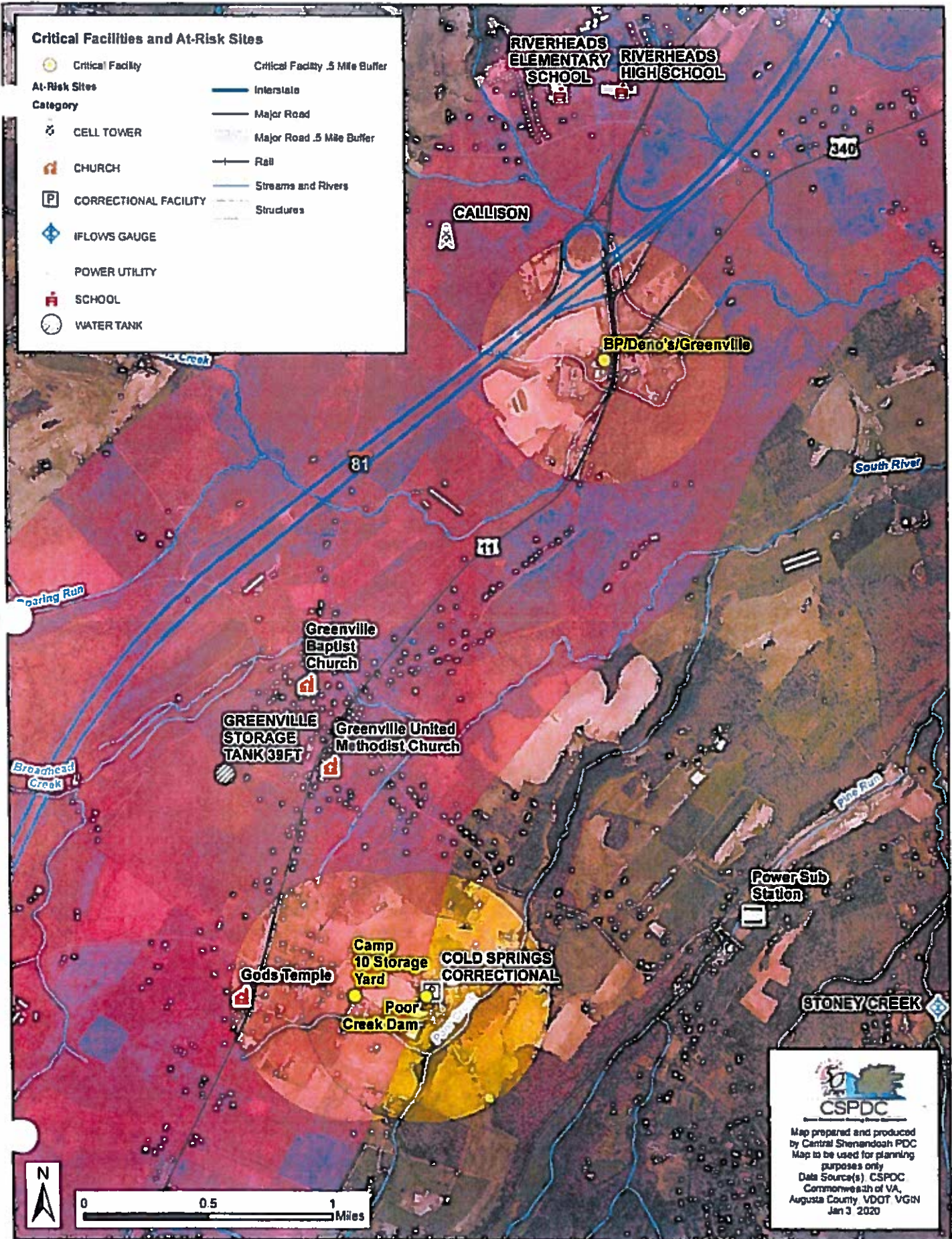
Major Transportation Routes: Major Transportation Routes were identified as those routes on which hazardous materials are most likely to be transported. These included I-81, I-64, Rte. 11, Rte. 250, Rte.340, Rte. 42, Rte. 252, Rte. 254, and Rte.256. The original data set used to identify the transportation routes was the Virginia RCL from VGIN VBMP. To help emergency managers and responders estimate potentially affected populations, a 0.5-mile buffer was created around the Major Transportation Routes. Similarly, At-risk facilities with elevated risk due to close proximity to Major Transportation Routes were identified by location.


Critical Facilities

-  Critical Facility
-  Interstate
-  Major Road
-  Augusta County Boundary
-  Insert Map Reference
















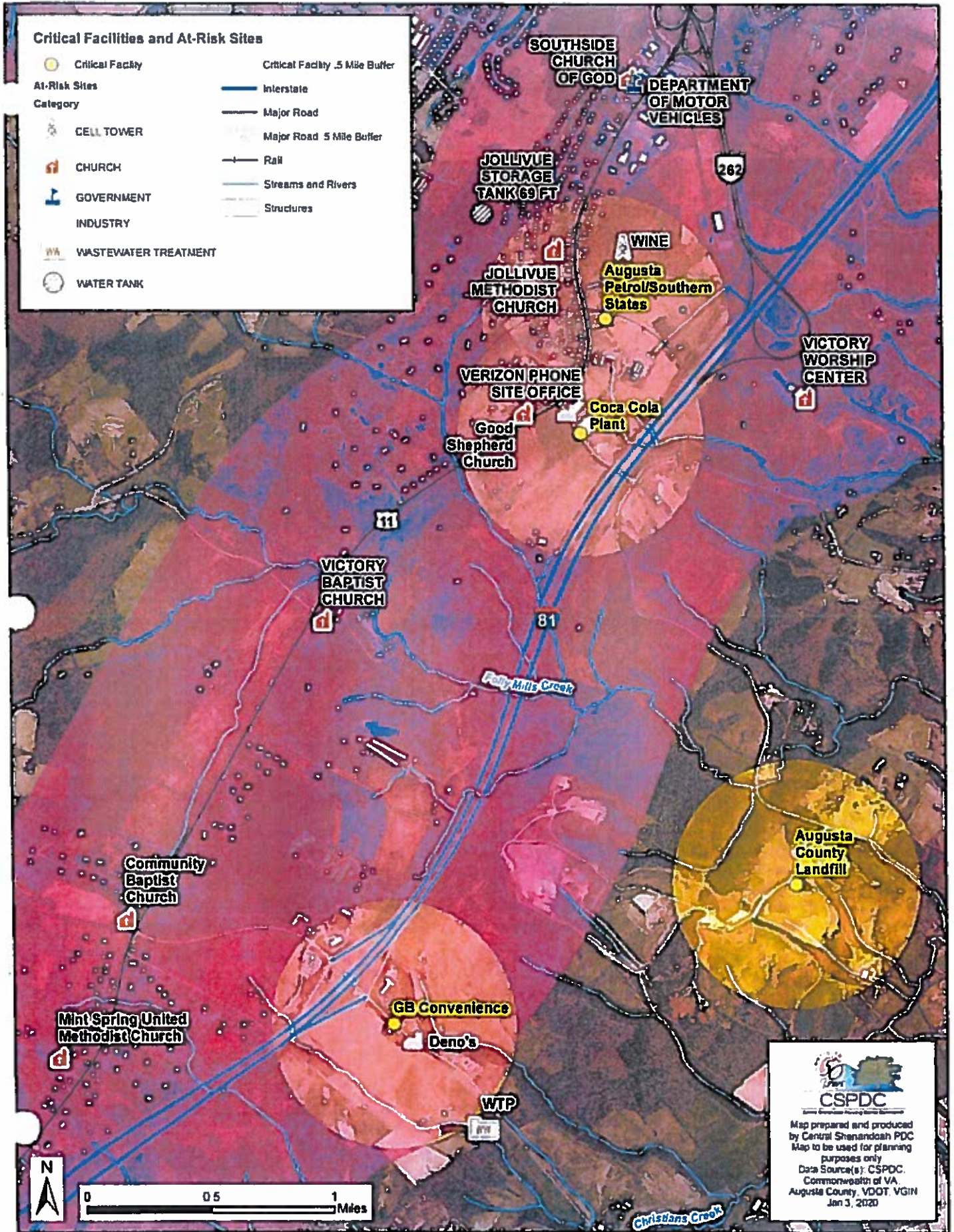

CSPDC
 Central Shenandoah Planning District Commission
 Map prepared and produced by Central Shenandoah PDC
 Map to be used for planning purposes only
 Data Source(s): CSPDC
 Commonwealth of VA
 Augusta County, VDOT, VGIN
 Jan 17, 2020




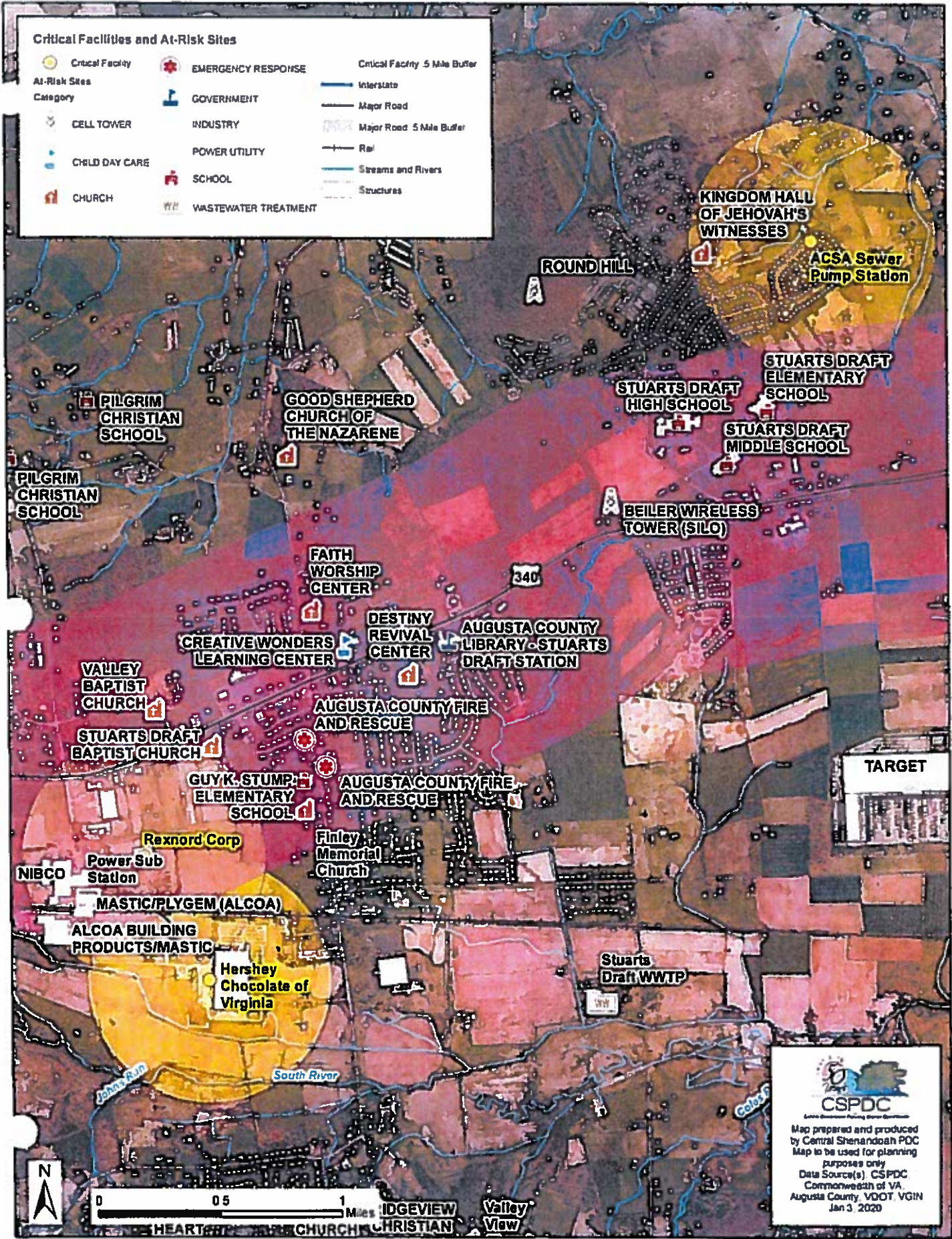

CSPDC
 Central Shenandoah Planning District Commission
 Map prepared and produced by Central Shenandoah PDC
 Map to be used for planning purposes only
 Data Source(s) CSPDC Commonwealth of VA, Augusta County VDOT VGIN
 Jan 3 2020

Critical Facilities and At-Risk Sites

- | | |
|--|--|
|  Critical Facility |  Critical Facility .5 Mile Buffer |
| At-Risk Sites |  Interstate |
| Category |  Major Road |
|  CELL TOWER |  Major Road 5 Mile Buffer |
|  CHURCH |  Rail |
|  GOVERNMENT |  Streams and Rivers |
| INDUSTRY |  Structures |
|  WASTEWATER TREATMENT | |
|  WATER TANK | |




CSPDC
 Central Shenandoah Planning District Commission
 Map prepared and produced by Central Shenandoah PDC
 Map to be used for planning purposes only
 Data Source(s): CSPDC, Commonwealth of VA, Augusta County, VDOT, VGIN
 Jan 3, 2020



Critical Facilities and At-Risk Sites

Critical Facility	EMERGENCY RESPONSE	Critical Facility 5 Mile Buffer
At-Risk Sites	GOVERNMENT	Interstate
Category	INDUSTRY	Major Road
CELL TOWER	POWER UTILITY	Major Road 5 Mile Buffer
CHILD DAY CARE	SCHOOL	Rail
CHURCH	WASTEWATER TREATMENT	Streams and Rivers
		Structures

KINGDOM HALL OF JEHOVAH'S WITNESSES

ACSA Sewer Pump Station

ROUND HILL

STUARTS DRAFT ELEMENTARY SCHOOL

STUARTS DRAFT HIGH SCHOOL

STUARTS DRAFT MIDDLE SCHOOL

PILGRIM CHRISTIAN SCHOOL

GOOD SHEPHERD CHURCH OF THE NAZARENE

PILGRIM CHRISTIAN SCHOOL

BEILER WIRELESS TOWER (SILO)

FAITH WORSHIP CENTER

340

CREATIVE WONDERS LEARNING CENTER

DESTINY REVIVAL CENTER

AUGUSTA COUNTY LIBRARY - STUARTS DRAFT STATION

VALLEY BAPTIST CHURCH

AUGUSTA COUNTY FIRE AND RESCUE

STUARTS DRAFT BAPTIST CHURCH

GUY K. STUMP ELEMENTARY SCHOOL

AUGUSTA COUNTY FIRE AND RESCUE

TARGET

Rexnord Corp

Finley Memorial Church

NIBCO

Power Sub Station

MASTIC/PLYGEM (ALCOA)

ALCOA BUILDING PRODUCTS/MASTIC

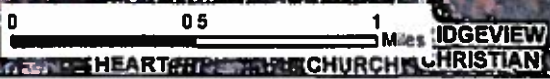
Hershey Chocolate of Virginia

Stuarts Draft WWTP

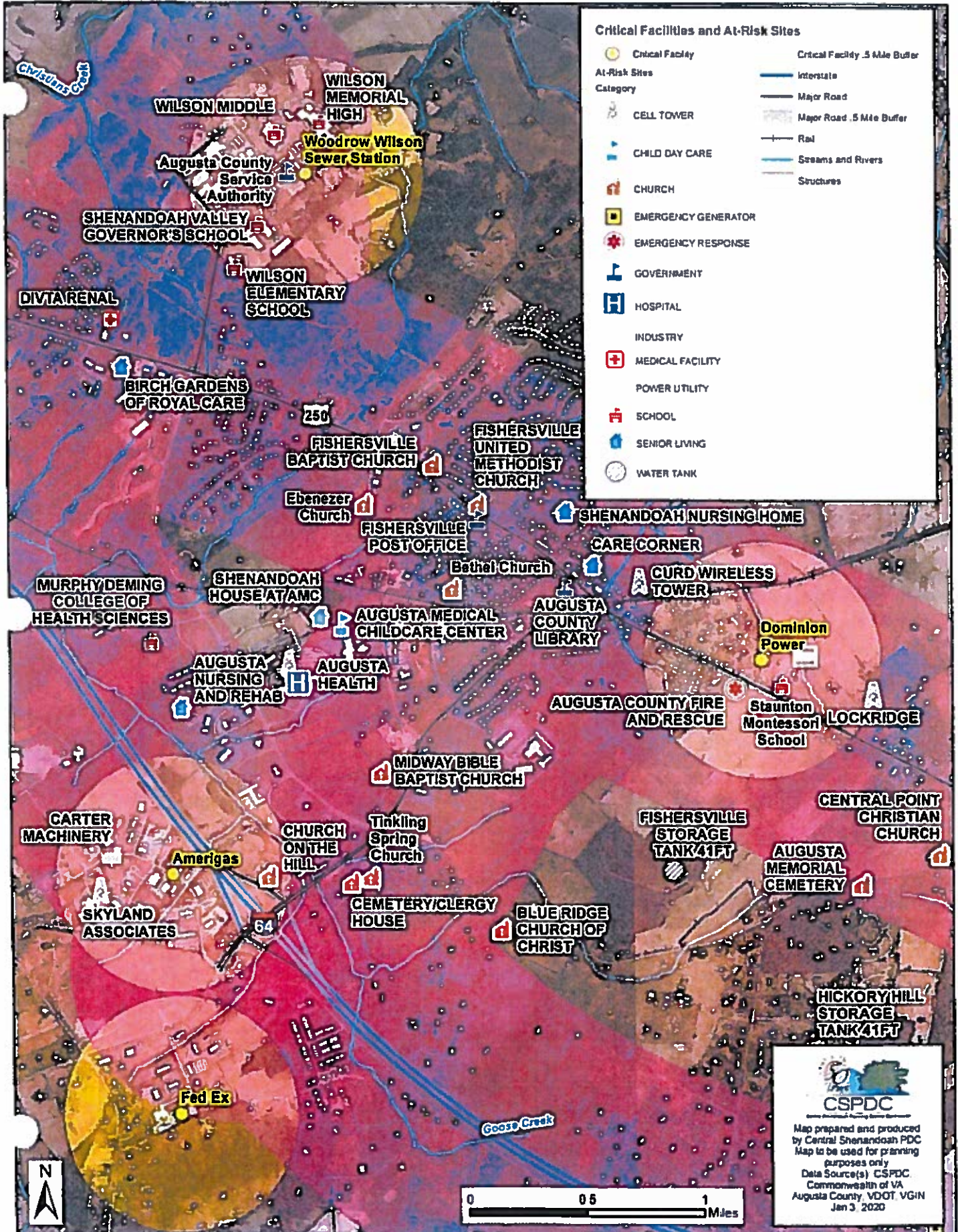
Johns Run

South River

Color



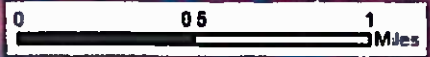
CSPDC
 Central Shenandoah Planning District Commission
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 Map to be used for planning purposes only
 Data Source(s) CSPDC
 Commonwealth of VA
 Augusta County, VDOT, VGIN
 Jan 3, 2020

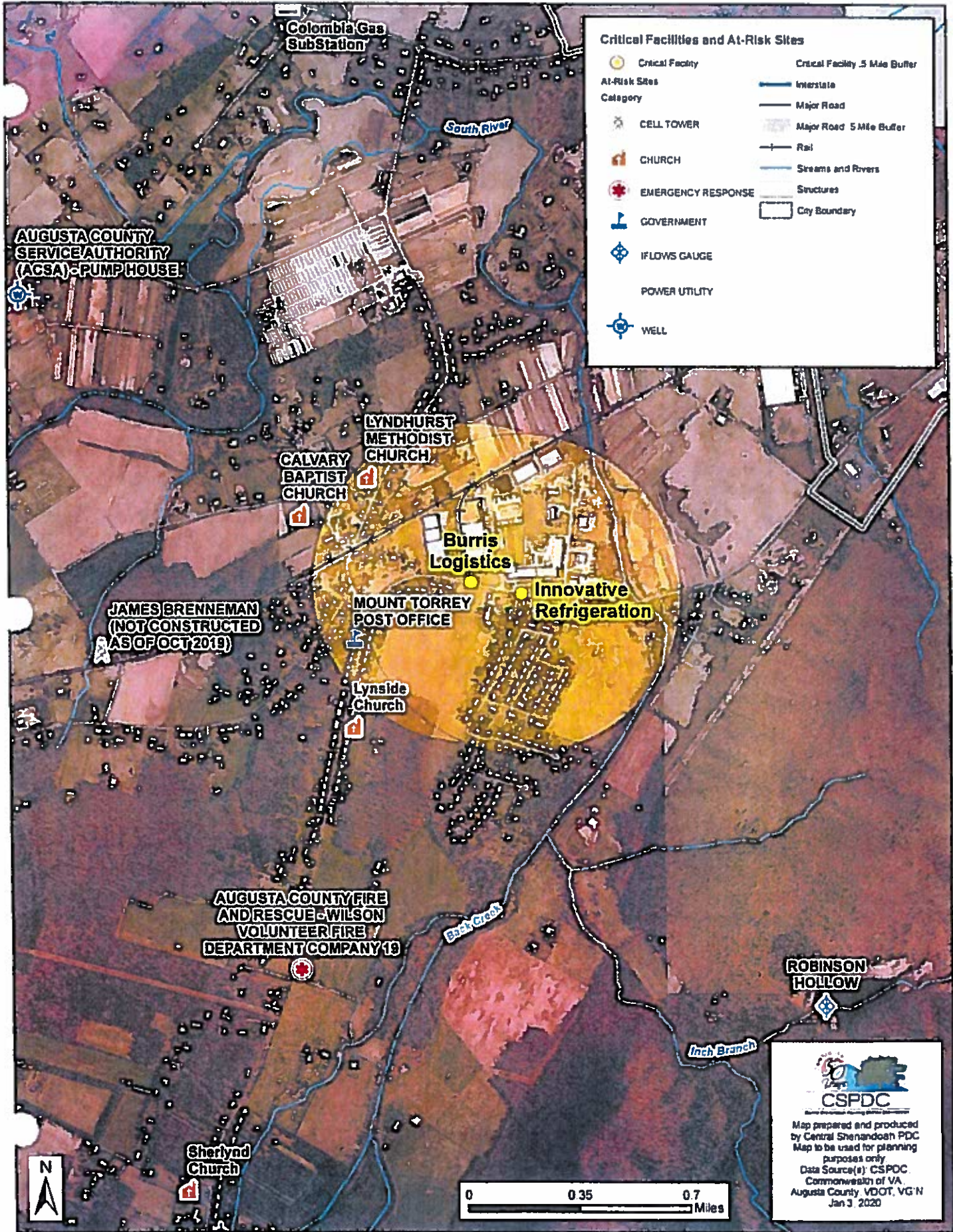


Critical Facilities and At-Risk Sites














Category	Symbol	Category	Symbol
Critical Facility	Yellow circle	Critical Facility .5 Mile Buffer	Red shaded area
At-Risk Sites	Red shaded area	Interstate	Thick blue line
CELL TOWER	Antenna icon	Major Road	Thin black line
CHILD DAY CARE	Blue house icon	Major Road .5 Mile Buffer	Light grey shaded area
CHURCH	Red house icon	Rail	Black line with cross-ticks
EMERGENCY GENERATOR	Yellow square	Streams and Rivers	Blue line
EMERGENCY RESPONSE	Red star icon	Structures	Thin black outline
GOVERNMENT	Blue house icon		
HOSPITAL	Blue 'H' icon		
INDUSTRY	Red square		
MEDICAL FACILITY	Red cross icon		
POWER UTILITY	Red square		
SCHOOL	Red house icon		
SENIOR LIVING	Blue house icon		
WATER TANK	Circle with 'X' icon		

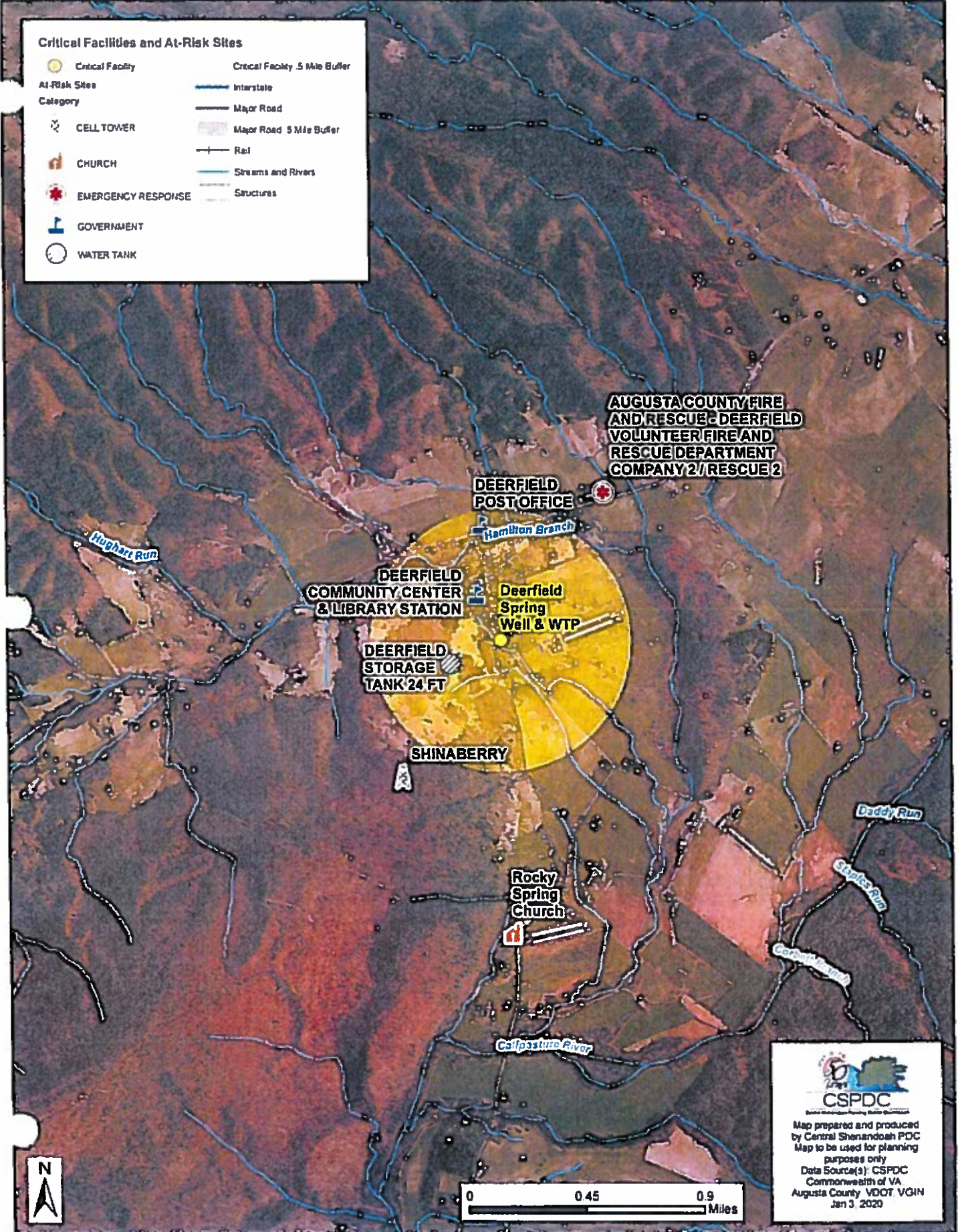

CSPDC
 Central Shenandoah Planning District Commission
 Map prepared and produced by Central Shenandoah PDC
 Map to be used for planning purposes only
 Data Source(s) CSPDC, Commonwealth of VA, Augusta County, VDOT, VGIN
 Jan 3, 2020





Critical Facilities and At-Risk Sites

- | | |
|--|---|
|  Critical Facility |  Critical Facility 5 Mile Buffer |
| At-Risk Sites |  Interstate |
| Category |  Major Road |
|  CELL TOWER |  Major Road 5 Mile Buffer |
|  CHURCH |  Rail |
|  EMERGENCY RESPONSE |  Streams and Rivers |
|  GOVERNMENT |  Structures |
|  WATER TANK | |



AUGUSTA COUNTY FIRE AND RESCUE - DEERFIELD VOLUNTEER FIRE AND RESCUE DEPARTMENT COMPANY 2/RESCUE 2

DEERFIELD POST OFFICE

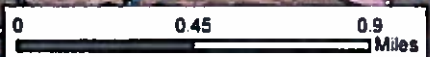
DEERFIELD COMMUNITY CENTER & LIBRARY STATION

Deerfield Spring Well & WTP

DEERFIELD STORAGE TANK 24 FT

SHINABERRY

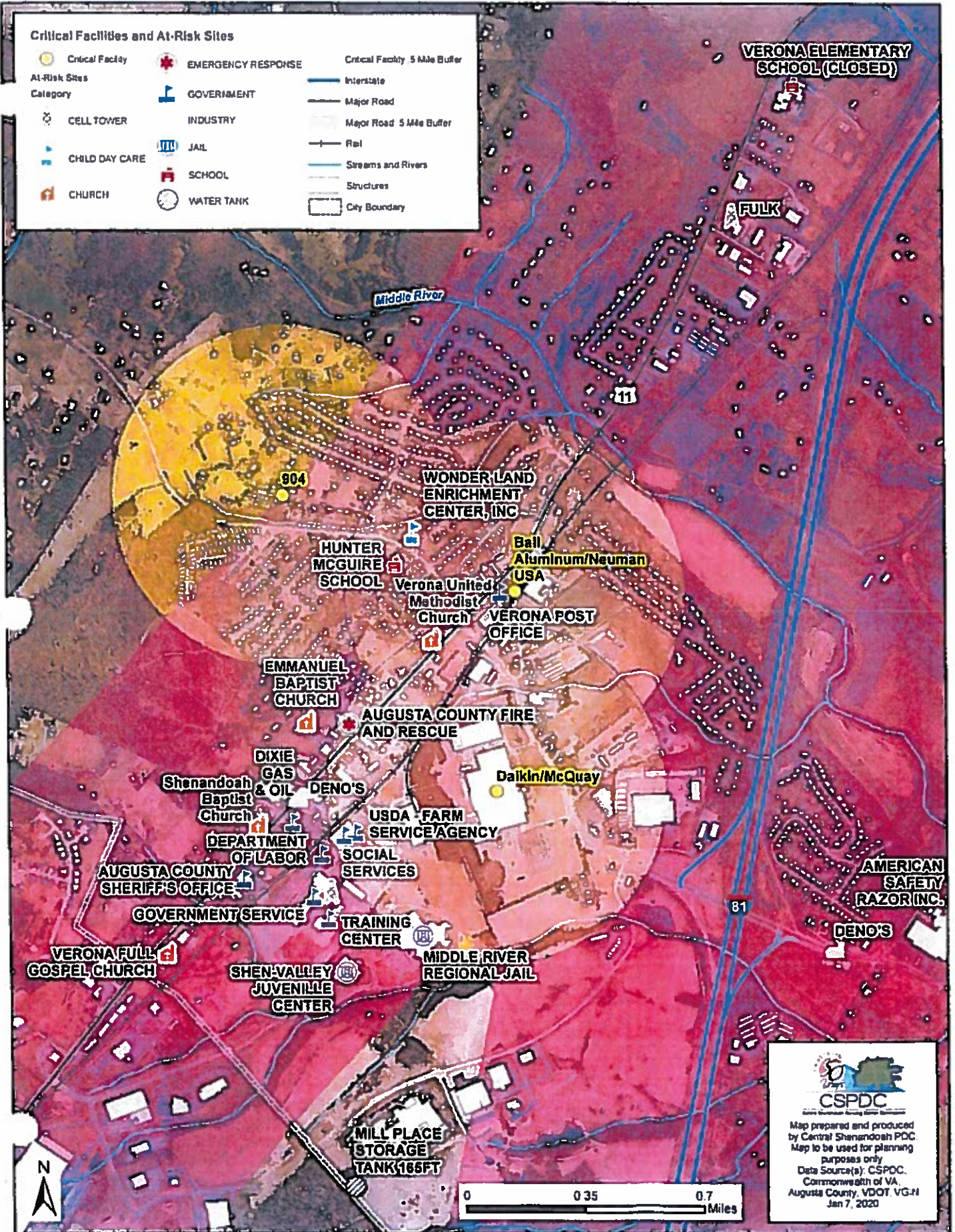
Rocky Spring Church




Map prepared and produced by Central Shenandoah POC
 Map to be used for planning purposes only
 Data Source(s): CSPDC
 Commonwealth of VA
 Augusta County VDOT VGIN
 Jan 3, 2020

Critical Facilities and At-Risk Sites

- | | | |
|-------------------------------|--------------------|---------------------------------|
| Critical Facility | EMERGENCY RESPONSE | Critical Facility 5 Mile Buffer |
| At-Risk Sites Category | GOVERNMENT | Interstate |
| CELL TOWER | INDUSTRY | Major Road |
| CHILD DAY CARE | JAIL | Major Road 5 Mile Buffer |
| CHURCH | SCHOOL | Rail |
| WATER TANK | Streams and Rivers | Structures |
| | City Boundary | |



VERONA ELEMENTARY SCHOOL (CLOSED)

FULK

WONDERLAND ENRICHMENT CENTER, INC

HUNTER MCGUIRE SCHOOL

Ball Aluminum/Neuman USA

Verona United Methodist Church

VERONA POST OFFICE

EMMANUEL BAPTIST CHURCH

AUGUSTA COUNTY FIRE AND RESCUE

DIXIE GAS & OIL

DENO'S

Daikin/McQuay

USDA FARM SERVICE AGENCY

DEPARTMENT OF LABOR

SOCIAL SERVICES

AMERICAN SAFETY RAZOR INC.

AUGUSTA COUNTY SHERIFF'S OFFICE

GOVERNMENT SERVICE

TRAINING CENTER


DENO'S

VERONA FULL GOSPEL CHURCH

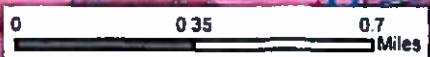
SHEN-VALLEY JUVENILE CENTER

MIDDLE RIVER REGIONAL JAIL

MILL PLACE STORAGE TANK 165FT

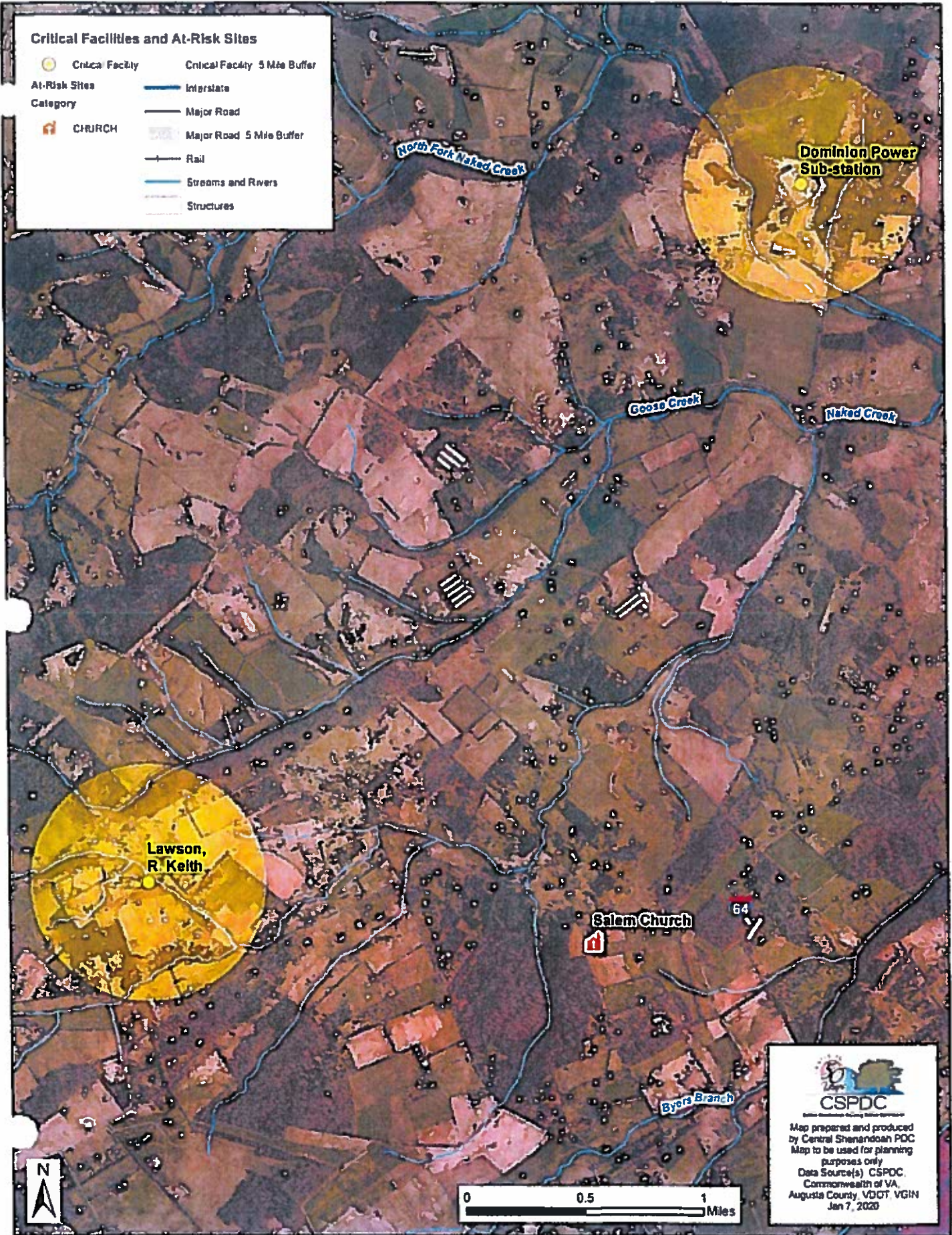


Map prepared and produced by Central Shenandoah PDC. Map to be used for planning purposes only. Data Source(s): CSPOC, Commonwealth of VA, Augusta County, VDOT, V.G.-H. Jan 7, 2020



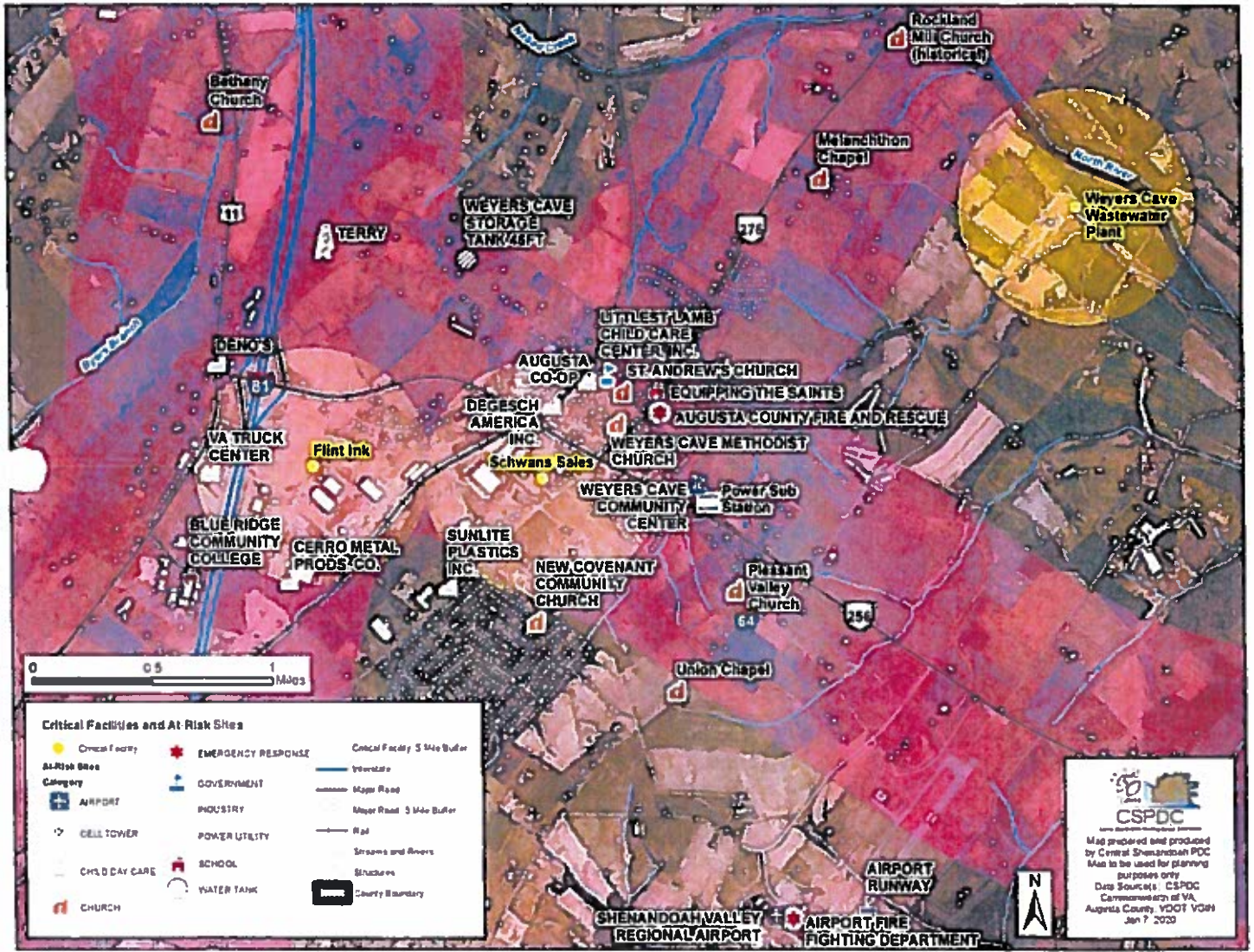
Critical Facilities and At-Risk Sites

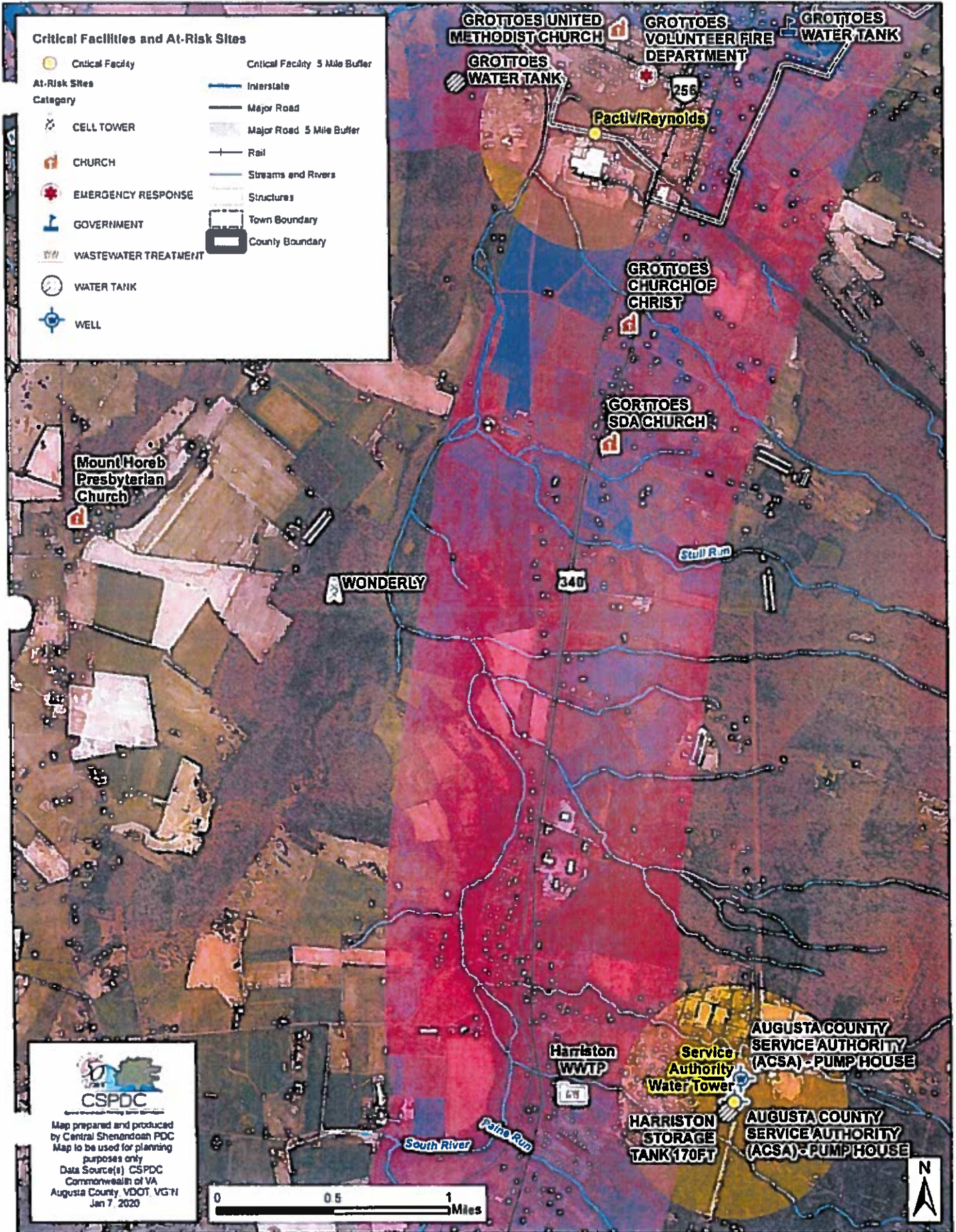
- | | |
|---|---|
|  Critical Facility |  Critical Facility 5 Mile Buffer |
| At-Risk Sites |  Interstate |
| Category |  Major Road |
|  CHURCH |  Major Road 5 Mile Buffer |
| |  Rail |
| |  Streams and Rivers |
| |  Structures |




CSPDC
 Central Shenandoah Planning District Commission

Map prepared and produced by Central Shenandoah PDC
 Map to be used for planning purposes only
 Data Source(s) CSPDC, Commonwealth of VA, Augusta County, VDOT, VGIN
 Jan 7, 2020






CSPDC
 Central Shenandoah Planning District Commission
 Map prepared and produced by Central Shenandoah PDC
 Map to be used for planning purposes only
 Data Source(s) CSPDC
 Commonwealth of VA
 Augusta County VDOT VGH
 Jan 7 2020

Appendix F: PROTECTIVE ACTION WORKSHEET

Incident Information	DATE _____ TIME _____
INCIDENT LOCATION _____	
JURISDICTION _____ HAZ MAT AREA: _____	
PERSON COMPLETING REPORT: _____ TITLE: _____	
Hazard Type	<input type="checkbox"/> CHEMICAL <input type="checkbox"/> BIOLOGICAL <input type="checkbox"/> RADIOLOGICAL
AGENT NAME (IF KNOWN): _____	
FORM: <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS <input type="checkbox"/> DUST/POWDER	
MEDIA RELEASED INTO: <input type="checkbox"/> AIR <input type="checkbox"/> GROUND <input type="checkbox"/> WATER	
DISSEMINATION BY: <input type="checkbox"/> EXPLOSIVES <input type="checkbox"/> FOOD CHAIN <input type="checkbox"/> WATER SUPPLY <input type="checkbox"/> WIND <input type="checkbox"/> POP. MOVEMENT	
TIME OF RELEASE _____ RATE: _____ DURATION: _____ EST. QUANTITY: _____	
STATUS OF RELEASE: <input type="checkbox"/> ONGOING <input type="checkbox"/> STOPPED <input type="checkbox"/> CONTAINED <input type="checkbox"/> UNCONTROLLED	
Weather Conditions	WIND SPEED _____ WIND DIRECTION FROM _____
TEMPERATURE _____ HUMIDITY: _____	
PRECIPITATION: _____ VISIBILITY: _____	
Population Factors	AREA IMPACTED _____
ESTIMATED POPULATION DIRECTLY IMPACTED _____	
POPULATION POTENTIALLY AT RISK _____	
MAJOR POPULATION GROUPS: CHILDREN _____ ELDERLY: _____ HANDICAPPED _____	
TYPES: MENTAL: _____ AMBULATORY: _____ HEARING _____ VISUAL _____	
TRANSIENT: _____ NON-ENGLISH SPEAKING (SPECIFY) _____	
NO AUTO _____ INSTITUTIONAL: _____	
Protective Actions	OPTION RECOMMENDED: IN-PLACE _____ EVACUATION: _____
COMBINATION _____ NO ACTION: _____	
ESTIMATED TIME TO IMPLEMENT PROTECTIVE ACTIONS _____	
ACTUAL TIME AVAILABLE TO IMPLEMENT _____	
MEANS OF WARNING AVAILABLE <input type="checkbox"/> EMERGENCY ALERTING SYSTEM <input type="checkbox"/> SIRENS <input type="checkbox"/> RADIO	
<input type="checkbox"/> T.V. <input type="checkbox"/> CABLE OVERRIDE <input type="checkbox"/> DOOR-TO-DOOR <input type="checkbox"/> BULLHORNS OTHER _____	
ABILITY TO IMPLEMENT SUCCESSFULLY (E.G. TIMELY WARNINGS, TRANSPORTATION, SHELTERS)	
<input type="checkbox"/> YES <input type="checkbox"/> NO CONSIDERATIONS _____	

Appendix G: S-A-W LEPC BY-LAWS

BYLAWS OF THE
CITIES OF STAUNTON AND WAYNESBORO AND AUGUSTA COUNTY
LOCAL EMERGENCY PLANNING COMMITTEE

Article I

Creation

Section 1. Creation. The Cities of Staunton and Waynesboro and Augusta County Local Emergency Planning Committee was created by the Virginia Emergency Response Council (VERC) on July 30, 1987, based upon the recommendations of the Cities of Staunton, Waynesboro and the County of Augusta, for implementation of Title III of the Superfund Amendments and Reauthorization Act of 1986.

Section 2. Definitions. As used in this document, the following terms shall have the following meanings:

- A. "Emergency Planning District" means the Cities of Staunton and Waynesboro and County of Augusta.
- B. "LEPC" means the Cities of Staunton and Waynesboro and Augusta County Local Emergency Planning Committee.
- C. "VERC" means the Virginia Emergency Response Council.
- D. "SARA" means the Superfund Amendments and Reauthorization Act of 1986.

Article II

Membership and Responsibilities

Section 1. Members. The LEPC shall be composed of individuals appointed by the VERC from nominations by the City Managers of Staunton and Waynesboro, and the Augusta County Administrator. There shall be no less than two representatives from each of the following categories:

- A. Elected state and local officials.
- B. Law enforcement, civil defense, firefighting, and environmental groups.
- C. Broadcast and print media.
- D. Community groups.
- E. Facilities subject to the emergency planning requirements of SARA.

Interested persons may petition the VERC to modify the original membership of the LEPC. Members of the LEPC shall incur no individual or personal liability for actions taken in good faith by them as members of the LEPC.

Section 2. Delinquent Members. Any member who misses two (2) consecutive meetings will be contacted by the Secretary in writing to determine his intentions as far as continuation of membership on the LEPC. If he no longer wishes to continue membership, he will be requested to submit his resignation in writing and a new member will be appointed.

Section 3. Responsibilities. The LEPC shall be responsible for the following:

- A. Election of officers necessary to carry out the functions of the LEPC.
- B. Preparation of an emergency plan in accordance with Section 303 of SARA. The LEPC shall review the emergency plan yearly or more frequently as circumstances change in the community or at any facility.
- C. Evaluation of the need for resources necessary to develop, implement, and exercise the emergency plan, including recommendations with respect to additional resources that may be required and the means of providing such additional resources.
- D. Adoption of rules of procedure to carry out the provisions of SARA.

Article III

Officers and Duties

Section 1. Officers. The officers of the LEPC shall consist of a Chairman, Vice-Chairman, Secretary/Treasurer, Community Emergency Coordinator and a Community Information Coordinator.

Section 2. Election and Term of Office. At an annual meeting held in January, the LEPC shall elect a Chairperson in even years and a Vice-Chairperson in odd years. Subsequent to this election, the Chairperson shall appoint all subcommittees, an Emergency Coordinator, a Community Information Coordinator and a Secretary/Treasurer. All officers shall serve a one (1) year term and may be re-elected or reappointed, except the Chairperson and the Vice-Chairperson shall serve a two (2) year term and may be re-elected.

Section 3. Chairperson. The duties of the Chairperson shall be to preside at all meetings, maintain the orderly conduct thereof, and rule on all parliamentary matters. He shall act as official spokesman for the LEPC and shall sign all documents authorized by the LEPC. The Chairperson will countersign all vouchers submitted to the fiscal

agent for payment. The Chairperson will make an annual report on the work of the committees to all local participating jurisdictions.

Section 4. Vice-Chairperson. The Vice-Chairperson shall act in the absence of the Chairperson or at his request. In the event of the resignation of the Chairman, the Vice-Chairperson shall serve in that position until a successor is elected by the LEPC.

Section 5. Secretary/Treasurer. The Secretary/Treasurer shall record and retain the minutes of all LEPC meetings, a copy of which shall be forwarded to the Chairperson no later than 15 days after the meeting. The Secretary/Treasurer will prepare and sign all vouchers for payment authorized by the committee. The Secretary/Treasurer will maintain formal minutes of all meetings of the committee and keep on file the necessary correspondence documentation that will develop from member localities of the Local Committee as well as from State and Federal agencies.

Section 6. Community Emergency Coordinator. The Community Emergency Coordinator shall make determinations necessary to implement the emergency plan. The Community Emergency Coordinator shall also receive all chemical release notices and forward a copy of each to the Community Information Coordinator.

Section 7. Community Information Coordinator. The Community Information Coordinator shall be responsible for the following:

- A. Notify the news media about committee activities and meetings.
- B. Develop and implement procedures for receiving and processing requests from the public in accordance with the community right-to-know provisions of SARA.
- C. Receive and file lists, Material Safety Data Sheets (MSDS's) Tier I-II Forms, and other public information received by the LEPC.
- D. Publish an annual notice in local newspapers that the Emergency Response Plan, Material Safety Data Sheets (MSDS's), and inventory forms are available for public review and comment at a designated location. The notice shall also state that follow-up emergency notices may subsequently be issued.

Section 8. Fiscal Agent. A participating jurisdiction will be selected as the fiscal agent. An agreement will be executed between the fiscal agent and the Committee. The Fiscal agent agreement will be made an appendix to these bylaws.

Section 9. Finance. The Secretary/Treasurer will maintain records and invoices of money transactions.

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- A. Expenditures of \$500 or less will be approved by the Secretary/Treasurer and the Chairman.
- B. Expenditures over \$500 will be approved by the committee at a regular or called meeting and recorded in the minutes.
- C. All invoices will be approved by the Secretary/Treasurer and the Chairperson before submitting to the Fiscal Agent for payment.
- D. The Chairperson and the Secretary/Treasurer will prepare a budget annually in January, obtain approval from the committee and forward to the jurisdictions of Augusta, Staunton and Waynesboro for their approval.
- E. Committee members will use LEPC purchasing forms to purchase items, services, etc.

Article IV

Subcommittees

Section 1. Subcommittees. The Chairperson shall appoint subcommittees as necessary to carry out the duties of the LEPC.

Article V

Meetings

Section 1. Frequency. The LEPC shall meet as often as necessary and no less frequently than once per quarter. Meetings other than regular quarterly meetings may be called by the Chairperson or any three LEPC members in accordance with the proper public notice procedures.

Section 2. Location. Meetings shall be held at the Augusta County Government Building, Verona, Virginia.

Section 3. Quorum. A quorum shall consist of at least six members as long as there is at least one person from each political jurisdiction present.

Section 4. Rules of Procedure. All meetings of the LEPC shall be conducted according to the most recent edition of Robert's Rules of Order.

Article VI

Amendment of Bylaws

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Section 1. Procedure. The bylaws may be amended, in whole or in part, at any meeting of the LEPC, provided that the proposed amendment has been tabled for a period of 30 days.

Section 2. Primacy of SARA. In the event of any conflict between SARA and these bylaws, the requirements of SARA shall prevail.

RULES OF PROCEDURE FOR
PUBLIC COMMENT AND INFORMATION

- A. The public is invited to attend the Staunton, Waynesboro and Augusta County Local Emergency Planning Committee meetings.
- B. A copy of any information filed under SARA can be obtained upon written request from the Emergency Managers or Fire Chiefs of each jurisdictions.
- C. All Emergency Operations Plans can be reviewed during normal working hours at the following locations:

Staunton and Waynesboro

Staunton Library
1 Churchville Ave.
Staunton, VA 24401

Waynesboro Public Library
606 S. Wayne Ave.
Waynesboro, VA 22980

Augusta County

Fishersville Library
PO Box 600-C
Fishersville, VA 22939

Appendix H: SARA TITLE III FACT SHEET

- On October 17, 1986, President Reagan signed into law the Superfund Amendments and Reauthorization Act of 1986 (SARA), which was a revision and extension of "Superfund". "Superfund" was officially known as the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA).
- The Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) is a free-standing law and is commonly known as SARA Title III. The purpose of EPCRA is to encourage and support emergency planning efforts at the state and local levels. This law also provides local governments and the public information concerning potential chemical hazards present in their communities.
- EPCRA establishes at the local government level, Local Emergency Planning Committees (LEPCs) which are governed by a State Emergency Response Commission (SERC) in each state.
- SERCs and LEPCs have 4 primary responsibilities:
 - ❖ Write emergency plans to protect the public from chemical accidents;
 - ❖ Establish procedures to warn, and if necessary, evacuate the public in case of an emergency;
 - ❖ Provide citizens and local governments with information about hazardous chemicals and accidental chemical releases in their communities and;
 - ❖ Assist in the preparation of public reports on annual release of toxic chemicals in the air, water, and soil.

Appendix I: GLOSSARY

Source: United States Environmental Protection Agency
<http://www.epa.gov/superfund/programs/reforms/glossary.htm>

administrative order on consent: A legal agreement signed by EPA and an individual, business, or other entity through which the violator agrees to pay for correction of violations, take the required corrective or cleanup actions, or refrain from an activity. It describes the actions to be taken, may be subject to a comment period, applies to civil actions, and can be enforced in court. Unlike a consent decree, an administrative order on consent does not have to be approved by a judge.

administrative record: A file which is maintained and contains all information used by the lead agency to make its decision on the selection of a response action under CERCLA. This file is to be available for public review and a copy is to be established at or near the site, usually at one of the information repositories. Also, a duplicate file is held in a central location, such as a Regional or State office.

alternative dispute resolution (ADR): A technique in which a neutral party helps organize negotiations, facilitates deliberations, and/or provides negotiating parties with an impartial opinion.

brownfields: Abandoned, idled, or under-used industrial and commercial properties where expansion or redevelopment is complicated by real or perceived environmental contamination.

CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act (commonly known as Superfund). This law, enacted by Congress on December 11, 1980, created the Superfund program. Specifically, CERCLA (1) established prohibitions and requirements concerning closed and abandoned hazardous waste sites, (2) provided for liability of persons responsible for releases of hazardous waste at these sites, and (3) established a trust fund to provide for cleanup when no responsible party could be identified. **CERCLIS:** Comprehensive Environmental Response, Compensation, and Liability Information System. CERCLIS is an automated inventory of site information for all potential or confirmed Superfund sites.

comfort/status letters: Letters that provide any releasable information EPA has about a site, what that information means, and the likelihood that EPA will take Federal Superfund action. Comfort/status letters are used when (1) they may facilitate cleanup and redevelopment of brownfields, (2) there is a realistic perception or probability of incurring Superfund liability, and (3) no other mechanism could adequately address a party's concerns.

Community Advisory Group (CAG): A committee, task force, or board comprised of citizens affected by a hazardous waste site. CAGs provide a public forum for community members to present and discuss their needs and concerns about the decision-making process at sites affecting them.

consent decree: A legal document, approved and issued by a judge, that formalizes an agreement reached between EPA and potentially responsible parties (PRPs) where PRPs will conduct all or part of a cleanup action at a Superfund site; cease or correct actions or processes that are polluting the environment; or otherwise comply with EPA-initiated regulatory enforcement actions to resolve site contamination. The consent decree describes actions that PRPs are required to perform and may be subject to a public comment period.

construction completion: The stage in cleanup when physical construction of all cleanup remedies is complete, all immediate threats have been addressed, and all long-term threats are under control. Though long-term cleanup actions may still be operating, the site is often ready for economic, social, or environmental reuse.

de micromis party: Party whose contribution is equal to or less than (1) 0.002% of total volume or 110 gallons (such as two 55-gallon drums) or 200 pounds of materials containing hazardous substances, whichever is greater, or (2) 0.2% of total volume, if the party sent only municipal solid waste. EPA will not pursue a de micromis party for recovery costs, and if a private party threatens a small party with litigation, EPA will settle with that de micromis party for \$0.

de minimis party: Party whose contribution of hazardous substances to a facility is minimal, both in terms of volume and toxicity (or other hazardous effects) relative to the other hazardous substances at the site. EPA will often offer small settlements to *de minimis* parties.

ecological risk assessment: The application of a formal framework, analytical process, or model to estimate the effects of human actions(s) on a natural resource and to interpret the significance of those effects in light of the uncertainties identified in each component of the assessment process. Such analysis includes initial hazard identification, exposure and dose-response assessments, and risk characterization.

enforcement: EPA, State, or local legal actions to obtain compliance with environmental laws, rules, regulations, or agreements and/or obtain penalties or criminal sanctions for violations. Under CERCLA, EPA will seek to require potentially responsible parties to clean up a Superfund site or pay for the cleanup.

Feasibility Study (See RI/FS)

future liability: Potentially responsible parties' obligations to pay for additional response activities beyond those specified in the Record of Decision or Consent Decree.

Hazard Ranking System (HRS): The principal screening tool used by EPA to evaluate risks to public health and the environment associated with abandoned or uncontrolled hazardous waste sites. The HRS calculates a score based on the potential of hazardous substances spreading from the site through the air, surface water, or ground water, and on other factors such as density and proximity of human population. This score is the primary factor in deciding if the site should be on the National Priorities List and, if so, what ranking it should have

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compared to other sites on the list.

health assessment: An evaluation of available data on existing or potential risks to human health posed by a Superfund site. The Agency for Toxic Substances and Disease Registry (**ATSDR**) of the Department of Health and Human Services (**DHHS**) is required to perform such an assessment at every site on the National Priorities List.

information repository: A file containing current information, technical reports, and reference documents regarding a Superfund site. The information repository is usually located in a public building that is convenient for local residents, such as a public school, city hall, or library.

innovative technologies: New or inventive methods to treat hazardous waste effectively, and reduce risks to human health and the environment.

joint and several liability: A concept which dictates that parties who contribute to a site's pollution are each liable as if they alone polluted that site. Under this concept any one party may be held liable for all cleanup costs. In such a case, this one party may be responsible for identifying others to share the liability.

municipal solid waste (MSW): Common garbage or trash generated by industries, businesses, institutions, and homes.

National Priorities List (NPL): EPA's list of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. The NPL, which EPA is required to update at least once a year, is based primarily on the score a site receives from EPA's Hazard Ranking System. A site must be on the NPL to receive money from the Superfund Trust Fund for remedial action.

National Response Team (NRT): Representatives of 13 Federal agencies that coordinate Federal responses to nationally significant incidents of pollution (e.g., an oil spill, a major chemical release, or a Superfund response action) and provide advice and technical assistance to the responding agency (or agencies) before and during a response action.

No Further Remedial Action Planned (NFRAP): Decision made by EPA following a preliminary assessment that a site does not pose a significant risk and requires no further activity under CERCLA.

NPL-caliber sites: Sites with the potential for NPL listing that are not currently on the NPL.

off-site facility: A hazardous waste treatment, storage, or disposal area located away from the generating site.

Ombudsman: An appointee within each of EPA's ten Regions who serves as a direct point of contact for the public on Superfund issues. The ten Superfund Regional Ombudsmen (1) serve as facilitators to help resolve stakeholder concerns, (2) actively promote the concepts of

alternative dispute resolution and facilitation to all Superfund stakeholders, and (3) provide Superfund stakeholders ready access to information so they may fully participate in the entire Superfund process.

on-site facility: A hazardous waste treatment, storage, or disposal area located on the generating site.

operable unit (OU): Term for each of a number of separate activities undertaken as part of a Superfund site cleanup. A typical operable unit would be removal of drums and tanks from the surface of a site.

orphan share: The financial responsibility assigned to a potentially responsible party (PRP) who is insolvent or defunct and unaffiliated with other viable liable PRPs. Orphan share compensation provides a major incentive for responsible parties to perform cleanups and settle claims quickly without litigation, and reduces transaction costs by wholly or partly resolving the question of who should bear the burden of orphan shares.

pilots: Approved tests of a new initiative or idea to identify potential problems prior to full-scale implementation. Many of the Superfund Reforms have used pilot sites to test new technologies and processes.

potentially responsible party (PRP): An individual or company (e.g., an owner, operator, transporter, or generator of hazardous waste) that is potentially responsible for the contamination problems at a Superfund site. Whenever possible, EPA requires PRPs to clean up hazardous waste sites they have contaminated.

Preliminary Assessment (PA): The process of collecting and reviewing available information about a known or suspected waste site or release.

Proposed Plan: A site cleanup plan that is available for public comment.

prospective purchaser agreement (PPA): A legal agreement that protects the prospective buyer of a hazardous waste site from the liability associated with pre-existing contamination at the site. In return for liability protection, the buyer must advance environmental and/or community benefits (i.e., performing cleanup activities, reimbursing EPA for a portion of their cleanup costs, creating jobs, rehabilitating the property, participating in community revitalization). PPAs often enable redevelopment plans to be integrated into the cleanup activities at the site and ensure the long-term maintenance and operation of the cleanup.

Record of Decision (ROD): The primary legal document at a site, which sets forth EPA's selected remedy as well as the factors that led to its selection.

Remedial Design: A phase of remedial action that follows the remedial investigation/feasibility study and includes development of engineering drawings and specifications for site cleanup.

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Remedial Investigation and Feasibility Study (RI/FS): Stage of cleanup that involves a remedial investigation and a feasibility study. The remedial investigation is an in-depth study to (1) determine the nature and extent of contamination at a Superfund site, (2) establish site cleanup criteria, (3) identify preliminary alternatives for remedial action, and (4) support technical and cost analyses of alternatives. The feasibility study is an analysis of the practicability of a proposal (e.g., a description and analysis of potential cleanup alternatives), which usually recommends selection of a cost-effective alternative. It usually starts as soon as the remedial investigation is underway. Together they are called an "RI/FS."

Remedial Project Manager (RPM): The EPA or State official responsible for overseeing on-site remedial action.

Remedial Response: Long-term action that stops or substantially reduces a release or threat of a release of hazardous substances that is serious but not an immediate threat to public health.

remediation: Cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a Superfund site.

Removal Action: Short-term immediate actions that address releases of hazardous substances that require expedited responses.

Response Action: A CERCLA-authorized action involving either a short-term removal action or a long-term removal response. This may include but is not limited to removing hazardous materials, containing or treating the waste on-site, and identifying and removing the sources of ground water contamination and halting further migration of contaminants.

risk assessment: Qualitative and quantitative evaluation of the risk posed to human health and/or the environment by the actual or potential presence and/or use of specific pollutants.

Science Advisory Board (SAB): A group established by Congress to provide independent scientific and engineering advice to the EPA Administrator on the technical basis for EPA regulations. Expressed in terms of the current parlance of the risk assessment/risk management paradigm of decision making, the SAB deals with risk assessment issues (hazard identification, dose-response assessment, exposure assessment and risk characterization) and only that portion of risk management that deals strictly with the technical issues associated with various control options.

site assessment: A means of evaluating hazardous waste sites through preliminary assessments and site inspections to develop a Hazard Ranking System score.

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Site Inspection (SI): The collection of information from a Superfund site to determine the extent and severity of hazards posed by the site. This phase follows and is more extensive than a preliminary assessment. The purpose is to gather information necessary to score the site using the Hazard Ranking System, and to determine if the site presents an immediate threat requiring prompt removal.

smelter: A facility that melts or fuses ore, often with an accompanying chemical change, to separate its metal content. Emissions may cause pollution. The process involved is called "smelting."

stakeholder: Any organization, governmental entity, or individual that has a stake in or may be impacted by the Superfund program.

strict, joint and several liability: The liability scheme imposed by CERCLA (see strict liability and joint and several liability).

strict liability The assessment of liability for damages without requiring proof of negligence.

Superfund: 1. The program operated under the legislative authority of CERCLA and SARA that funds and carries out EPA solid waste emergency and long-term removal and remedial activities. These activities include establishing the National Priorities List, investigating sites for inclusion on the list, determining their priority, and conducting and/or supervising cleanup and other remedial actions. **2.** A fund set up under CERCLA to help pay for cleanup of hazardous waste sites and to take legal action to force those responsible for the sites to clean them up. The Superfund consists of funds from taxes imposed upon the petroleum and chemical industries, an environmental tax on corporations, and from general tax revenues (also known as Trust Fund, and Hazardous Waste Superfund).

Superfund Accelerated Cleanup Model (SACM): An approach to cleanup that encouraged innovative ways to streamline the cleanup process. The idea was developed in 1992 by OSRTI to address public and congressional criticism that cleanups were too slow. With over a decade of experience, the program recognized the benefits to be gained from combining certain pipeline activities, particularly where previous experience could eliminate years of study and analysis. Under SACM, for example, an emergency response might be expanded to eliminate the need for later long term action at a site. Site evaluation sampling could be augmented to include tests that could assist in selecting a remedy further in the process. Certain remedies could be presumed appropriate based on past experience, without unnecessarily duplicating past studies during the remedy selection phase. SACM removed the artificial distinction between removal, site evaluation, and long-term remediation. It eliminated divisional "ownership" of a site according to where it was on the cleanup pipeline. Data needs, resources, and study could potentially be consolidated at several stages, reducing the time and cost of cleanup.

Staunton-Augusta-Waynesboro Hazardous Materials Emergency Response Plan - 2020

Superfund Amendments and Reauthorization Act (SARA): Legislation that amended the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) on October 17, 1986. SARA reflected EPA's experience in administering the complex Superfund program during its first six years and made several important changes and additions to the program. SARA stressed the importance of permanent remedies and innovative treatment technologies; required Superfund actions to consider the standards and requirements found in other State and Federal environmental laws and regulations; provided new enforcement authorities and settlement tools; increased State involvement; increased the focus on human health problems; encouraged greater citizen participation; and increased the size of the Trust Fund to \$8.5 billion.

Technical Assistance Grant (TAG): Grants provided to citizens' groups to obtain assistance in interpreting information related to cleanups at Superfund sites or those proposed for the National Priorities List. Grants are used by such groups to hire technical advisors to help them understand the site-related technical information for the duration of response activities.

Trust Fund: (See definition 2 for Superfund)

unilateral administrative orders (UAOs): A legal document issued by EPA directing a potentially responsible party to perform site cleanup. A UAO sets forth the liability of the party for the cleanup, describes actions to be taken, and subjects the recipient to penalties and damages for noncompliance. Unilateral orders may be enforced in court. A UAO is EPA's most potent enforcement tool and a powerful settlement incentive. EPA usually only issues them to parties that are the largest contributors of waste to a site, are financially viable, and against whom there is strong evidence of liability.

WASTELAN: The most current version of CERCLIS, the database that houses all Superfund site information. Also referred to as "CERCLIS 3."

