

**BERRYVILLE TOWN COUNCIL
MEETING AGENDA
Berryville-Clarke County Government Center
101 Chalmers Court, Second Floor
Main Meeting Room
Regular Meeting
Tuesday, March 8, 2016
7:00 p.m.**

Item

Attachment

1. **Call to Order** – Wilson Kirby, Mayor

2. **Closed Session** – The Berryville Town Council will enter closed session in accordance with §2.2-3711-A-7, Code of Virginia, in order to consult with legal counsel regarding probable litigation pertaining to FOIA and an Administrative Determination regarding a Special Use Permit and Site Plan application. 1↕
 - a. Motion to enter closed session
 - b. Reconvene in open session
 - c. Closed session certification by roll call

Open Session will begin no earlier than 7:30 p.m.

3. Pledge of Allegiance

4. Public Hearings-

- a. **Proposed Special Use Permit for a 120 multifamily apartment complex** 2↕

Jon Erickson (MRA Incorporated, Agent) requests a Special Use Permit under Section 614.3(c) of the Berryville Zoning Ordinance in order to construct a 120 unit multifamily apartment complex in the Older Person Residential Zoning District (OPR), on Tax Map Parcel 14-5-251B, zoned OPR. SUP 01-15

- b. **Proposed amendment of a water tank site lease agreement** 3↕

The proposed amendment of a water tank site lease agreement between the Town of Berryville and New Cingular Wireless PCS, LLC that would permit the lessee to mount additional equipment on the existing corral mounted on the top of the Town of Berryville's northwest elevated water tank, 201 Tom Whitacre Circle, Tax Map Parcel 14-((A))-6, zoned ITL.

<u>Item</u>	<u>Attachment</u>
5. Approval of Minutes February 9, 2015 Regular Meeting	4↓
6. Citizens' Forum	
7. Report of Wilson Kirby, Mayor Northern Shenandoah Valley disABILITY Awareness Week	5↓
8. Report of Christy Dunkle, Asst. Town Manager for Community Development Planning Department Monthly Report	6
9. Report of Keith Dalton, Town Manager	
10. Report of H. Allen Kitselman, III - Berryville Area Development Authority Liaison	
11. Report of Harry Lee Arnold, Jr. – Chair, Budget and Finance Committee Proposed FY2017 Budget	7
Approval of Committee Meeting Minutes from 3/3/16	8↓
12. Report of H. Allen Kitselman, III – Chair, Community Improvements Committee	
13. Report of Douglas A. Shaffer - Planning Commission Liaison	
14. Report of Police and Security Committee Police Chief's Monthly Report	9
Approval of Committee Meeting Minutes from 3/3/16	10↓
15. Report of Wilson Kirby – Chair, Streets and Utilities Committee Public Utilities Director's Report	11
Public Works Director's Report	12
16. Report of Harry Lee Arnold, Jr – Chair, Personnel Committee	

Berryville Town Council Agenda

March 8, 2016

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Item

Attachment

17. Other

18. Closed Session

Scheduled Earlier in meeting

19. Adjourn

↑ Denotes an item on where a motion for action is included in the packet

Attachment 1

TOWN COUNCIL
MOTION FOR CLOSED SESSION

DATE: March 8, 2016

MOTION BY:

SECOND BY:

I move that the Council of the Town of Berryville enter Closed Session pursuant to Section 2.2-3711.A.7 of the Code of Virginia, 1950, in order to consult with legal counsel regarding probable litigation pertaining to FOIA and an administrative determination regarding a special use permit and site plan application.

VOTE:

Aye:

Nay:

Absent/Abstain:

ATTEST: _____
Harry Lee Arnold, Jr., Recorder

BERRYVILLE TOWN COUNCIL
MOTION FOR RESOLUTION CONCERNING
CERTIFICATION OF CLOSED SESSION

DATE: March 8, 2016

MOTION BY:

SECOND BY:

I move that the Council of the Town of Berryville adopt the attached resolution regarding certification of closed session.

VOTE:

Aye:

Nay:

Absent

Abstain:

ATTEST: _____
Harry Lee Arnold, Jr., Recorder

**CLOSED SESSION CERTIFICATION
RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF BERRYVILLE**

MEETING DATE: March 8, 2016

MOTION BY:

SECOND BY:

CERTIFICATION OF CLOSED SESSION

WHEREAS, the Council of the Town of Berryville, Virginia, has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712.D of the Code of Virginia requires a certification by this Committee that such closed meeting was conducted in conformity with Virginia law,

NOW, THEREFORE, BE IT RESOLVED that the Committee hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Committee.

VOTE:

Ayes:

Nays:

Absent During Vote:

Absent During Meeting:

Harry Lee Arnold, Jr., Recorder

Attachment 2

BERRYVILLE TOWN COUNCIL

**Public Hearing – Special Use Permit for 120 multifamily senior apartments
March 8, 2016**

Jon Erickson (MRA Incorporated, Agent) is requesting a Special Use Permit under Section 614.3(c) of the Berryville Zoning Ordinance in order to construct a 120-unit multifamily apartment complex in the Older Person Residential (OPR) Zoning District on Tax Map Parcel number 14-5-251B zoned OPR in the Town of Berryville. SUP 01-15

Public hearings were published on Tuesday, February 23 and Tuesday, March 1, 2016. Adjacent property owner notifications were sent on February 22, 2016. Comments were received in the Planning Office from Mr. Echols. No other comments were received.

In a letter dated February 19 and updated February 22, 2016, Jon Erickson, Agent for the project, requested that the original Special Use Permit/Preliminary Site Plan application be modified in order to construct a 60-unit multifamily facility with an additional 44 by-right quadrplex units on the same parcel. He has requested that the application be modified to reflect Mr. Echols as the Agent on the project which has been noted in the file. An administrative determination concerning the modification of the existing application was sent to Mr. Echols on February 29, 2016 requesting that should he wish to pursue a different course, a new application be submitted. Both letters follow this report.

As the original SUP identifying 120 units been advertised for public hearing at this meeting, staff is recommending that Council take action on this request. Due to its nonconforming zoning per Section 614.5 of the Berryville Zoning Ordinance which establishes the density of the OPR district, staff is also recommending that Council deny the request.

February 9, 2016 Staff Report

Mr. Erickson has requested that Town Council set a public hearing on the Special Use application for a 120-unit income- and age-restricted facility in the Older Person Residential zoning district.

The Berryville Town Council, at their December 8, 2015 meeting, reviewed and voted on the following matters:

Plan Amendment

Marlyn Development Corporation (Francis Nance, Vice President – Development, Agent) is requesting an amendment to the Berryville Area Plan, Chapter 5, Page 14, increasing the number of Older Person Residential multifamily units from 120 to 180 units and reducing the number of Older Person Residential single-family units from 180 to 120 units as identified in Sub-Area 6A of Annexation Area B.

Text Amendment

Marlyn Development Corporation (Francis Nance, Vice President – Development, Agent) is requesting a text amendment to Section 614.5 of the Berryville Zoning Ordinance in order to increase the number of permitted multifamily units in the Older Person Residential (OPR) Zoning District from 120 to 180 multifamily units, thereby decreasing the number of single family detached, two-family detached, and single-family attached units to 120. TA-01-15

Town Council denied motions to approve for both of the above requests by a vote of 3-3. As no modifications were made to the Zoning Ordinance increasing the number of multifamily units from 120 to 180, the Special Use Permit recommendation is to deny the request as it does not conform to current zoning regulations under Section 614.5 of the Berryville Zoning Ordinance. The following items follow this report:

- Application for Special Use Permit;*
- Section 614 Older Person Residential (OPR) of the Berryville Zoning Ordinance;*
and
- Concept Plan*

Recommendation

Staff recommends denial of the request as it does not conform to Berryville Zoning Ordinance regulations in Section 614.5.

**TOWN OF BERRYVILLE
TOWN COUNCIL
PUBLIC HEARING NOTICE**

The Berryville Town Council will hold the following public hearing at 7:30 p.m., or as soon after as this matter may be heard, on **Tuesday, March 8, 2016**, in the Main Meeting Room, Second Floor, of the Berryville/Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the following:

Jon Erickson (MRA Incorporated, Agent) is requesting a Special Use Permit under Section 614.3(c) of the Berryville Zoning Ordinance in order to construct a 120-unit multifamily apartment complex in the Older Person Residential (OPR) Zoning District on Tax Map Parcel number 14-5-251B zoned OPR in the Town of Berryville. SUP 01-15

The proposed amendment of a water tank site lease agreement between the Town of Berryville and New Cingular Wireless PCS, LLC that would permit the lessee to mount additional equipment on the existing corral mounted on the top of the Town of Berryville's northwest elevated water tank, 201 Tom Whitacre Circle, Tax Map Parcel 14-((A))-6, zoned ITL.

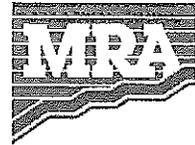
Copies of the applications, amendments, and maps may be examined at the Berryville Planning Office, Berryville /Clarke County Government Center (101 Chalmers Court), Second Floor, Berryville, Virginia during regular business hours. Additional information may be obtained by calling Assistant Town Manager Christy Dunkle at 540/955-4081. Any person desiring to be heard on this matter should appear at the appointed time and place.

The Town of Berryville does not discriminate against disabled persons in admission or access to its programs and activities. Accommodations will be made for disabled persons upon prior request.

By Order of the Berryville Town Council,
Keith R. Dalton, Town Manager

MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS,
AND LANDSCAPE ARCHITECTS



February 19, 2016
Revised February 22, 2016

Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

Attention: Keith Dalton, Town Manager

Subject: Robert Regan Village SUP/Preliminary Site Plan

Mr. Dalton,

Please find attached to this letter a revised SUP/Preliminary site plan application. This revision addresses the comments we received over the course of the last year while processing a Zoning Text Amendment and a Comprehensive Plan Amendment to raise the number of allowable Older Person Residential multifamily family units from 60 to 120. The attached plan reduces the number of multi-family units from 120 to 60. Additionally we have added 44 by-right quadraplex units to the plan in an effort to diversify the type of housing on the site. Some of the quadraplex units have oriented in such a fashion as they will look like townhouses to further diversify the look of the residential.

Chamberlain Street has been realigned to work better with our layout and is being proposed as a private street from its intersection with McClellan through the site. An ingress/egress easement shall be placed over the street to allow Greenfield Assisted Care to continue to have access to the street along with emergency services. Maintenance and snow removal shall be provided by the end user of the development in conjunction with the proposed assisted care facility.

Water will loop through the property from Chamberlain Street to the existing line in Mosby Boulevard. Sewer will be extended from the existing manhole in Mosby and the existing manhole at the intersection McClellan and Chamberlain.

Stormwater management will be handled by reconfiguring the existing facility in the northeast corner of the project and extending it to the west. Addition small facilities will be interspersed throughout the site to meet the new Virginia Runoff Reduction Method for stormwater..

43760 Trade Center Place, Suite 110, Sterling, VA 20166 (703) 674-0161 Fax: (703) 478-0137 www.mragta.com

Robert Regan Village
February 22, 2016
Page 2 of 2

Lastly, we ask that the applicant for this project be changed from myself, Jon Erickson, to the owner, Mr. Alton Echols. Correspondence on the application should be directed to his attention from this date forward with myself as a carbon copy.

We are requesting approval of a Special Use Permit for 60 multifamily units in the OPR zoning district, as was previously approved in 2013. We respectfully request that this document be accepted as a revision to the existing application and that the Town Council vote on this revised application at the next town meeting, Tuesday March 8th, 2016.

Thanks for your continued assistance with this matter. If you have any questions please do not hesitate to contact me at 703-674-0161 or via email jerickson@mragta.com.

Sincerely,



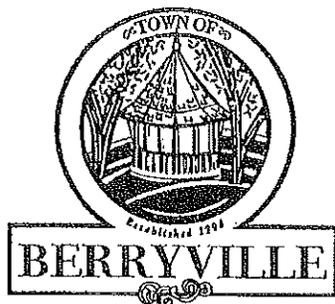
Digitally signed by Jon K Erickson
DN: cn=Jon K Erickson, o=Morris
& Ritchie Associates, ou=Sterling,
email=jerickson@mragta.com,
c=US
Date: 2016.02.22 10:14:32-05'00'

**Jon K. Erickson, PE, LS
Associate**

43760 Trade Center Place, Suite 110, Sterling, VA 20166 (703) 674-0161 Fax: (703) 478-0137 www.mragta.com

Abingdon, MD ♦ Baltimore, MD ♦ Laurel, MD ♦ Towson, MD ♦ Georgetown, DE ♦ New Castle, DE ♦ Sterling, VA ♦ Raleigh, NC ♦
Williston, ND
(410) 515-9000 (410) 935-5050 (410) 792-9792 (410) 821-1690 (302) 855-5734 (302) 326-2200 (703) 674-0161 (984) 200-2103 (701) 609-5250

Town of Berryville
Berryville-Clarke County
Government Center
101 Chalmers Court Suite A
Berryville, VA. 22611



[T] 540/955-1099
[F] 540/955-4524
[E] info@berryvilleva.gov

www.berryvilleva.gov

February 29, 2016

Alton Echols
aecholsjr@gmail.com

Administrative Determination

Dear Alton:

This determination is in response to Mr. Erickson's revised letter dated February 22, 2016 concerning the Special Use Permit (SUP 01-15) application that he submitted for consideration (signed July 31, 2015) for a 120-unit age-restricted facility under Section 614.3(c) of the Berryville Zoning Ordinance as follows:

Jon Erickson (MRA Incorporated, Agent) is requesting a Special Use Permit under Section 614.3(c) of the Berryville Zoning Ordinance in order to construct a 120-unit multifamily apartment complex in the Older Person Residential (OPR) Zoning District on Tax Map Parcel number 14-5-251B zoned OPR in the Town of Berryville. SUP 01-15

In Mr. Erickson's letter dated February 22, 2016, Mr. Erikson requests the following:

- SUP 1-15 be revised by reducing the proposed number of multi-family units from 120 to 60 and replacing the preliminary site plan with a new preliminary site plan,
- request applicant be changed from Jon Erickson to Alton Echols, and
- the Town Council act upon the revised SUP application at its next meeting (March 8, 2016).

There is no objection substituting applicants and this change has been noted in the SUP 1-15 file.

It is my determination that, given the fact that the number of proposed units has changed drastically and the preliminary site plan that has been submitted differs significantly from that which was originally submitted and reviewed, the changes proposed constitute a new proposal. Accordingly, it is my determination that the SUP/Site Plan application before the Town Council, and the application that has been advertised for public hearing, is the application for 120 multi-

Wilson Kirby
Mayor

Harry Lee Arnold, Jr.
Recorder

Council Members

Douglas A. Shaffer
Ward 1

H. Allen Kitzelman, III
Ward 2

J. Bryant Condrey
Ward 3

David L. Tollett
Ward 4

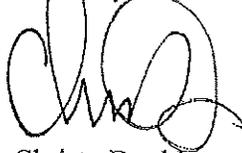
Keith R. Dalton
Town Manager

family units, and, therefore, unless withdrawn, that is the application that the Town Council will be acting upon if it takes action following the public hearing on SUP 1-15.

If you wish the Town to act upon an application for a SUP/Site Plan for 60 multi-family units, the application in SUP 1-15 should be withdrawn, and an application for a SUP/Site Plan for 60 multi-family units should be filed, with such application to have review thereof and recommendation thereon, after a public hearing, by the Town Planning Commission for the SUP application and the Berryville Area Development Authority for the final Site Plan. The application would then go to the Town Council for public hearing and action.

You are hereby notified that you have the right to appeal this administrative determination to the Town of Berryville Board of Zoning Appeals (BZA) within thirty (30) days of the date of this determination letter by filing with the Zoning Administrator and the BZA a notice of appeal specifying the grounds thereof and by paying the appeal fee of \$500. This administrative determination shall be final and unappealable if not appealed within 30 days. Any additional information regarding the filing of an appeal may be obtained in the office of the Zoning Administrator.

Sincerely,

A handwritten signature in black ink, appearing to read 'CD', with a stylized flourish at the end.

Christy Dunkle
Zoning Administrator

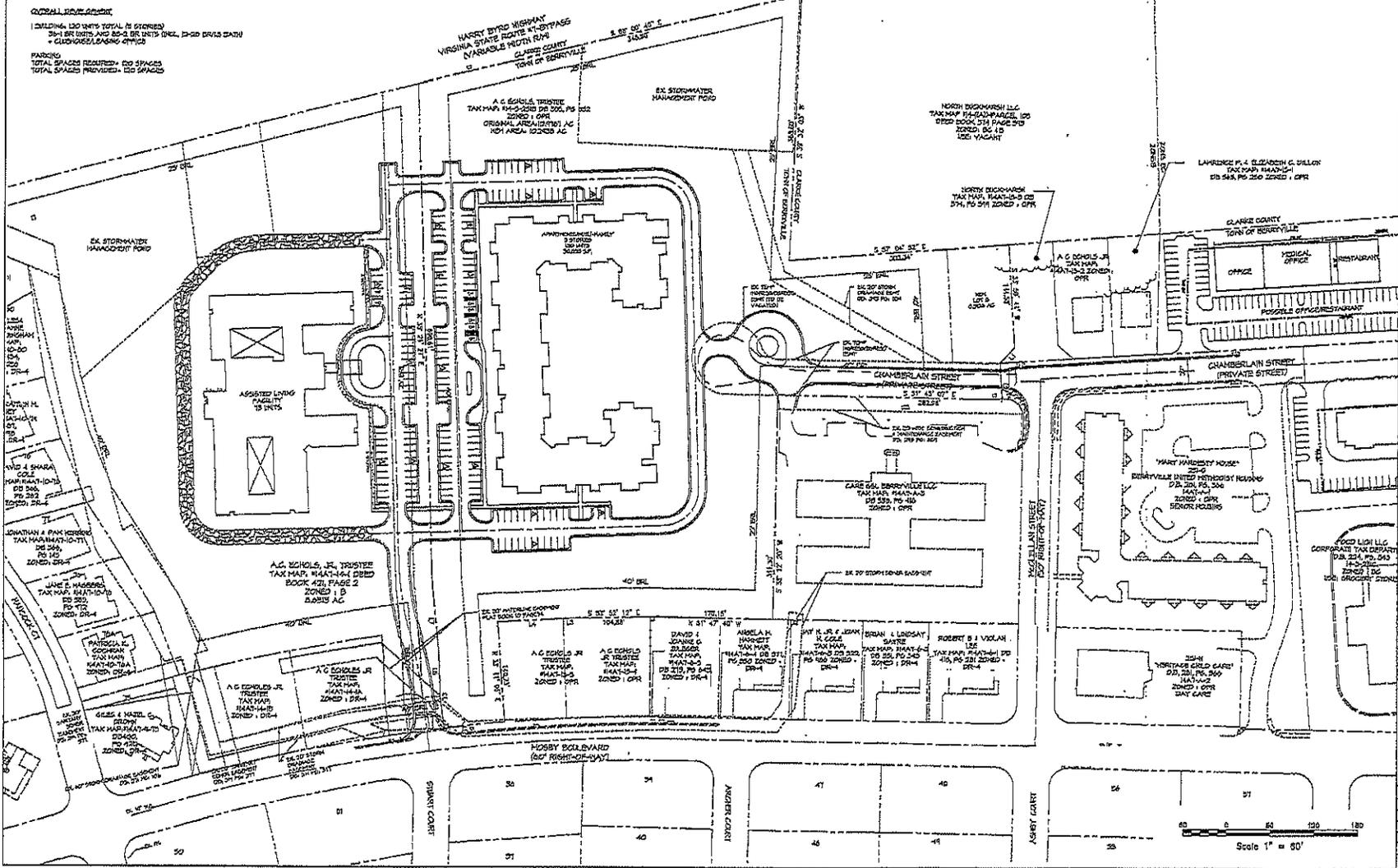
Cc: Town Council, via email
Keith Dalton, via email
Ann Phillips, via email
Jon Erickson, via email



LINE	LENGTH	DIRECTION
L1	345.0	S 77° 47' 47" W
L2	45.0	S 37° 57' 24" W
L3	33.0	N 89° 48' 14" W
L4	33.0	N 22° 42' 17" E
L5	30.0	N 77° 27' 17" E
L6	30.0	N 28° 27' 27" E
L7	103.0	N 77° 42' 17" E

OVERALL DEVELOPMENT
 INCLUDING 130 UNITS TOTAL IN 3 BLDGS
 200' DEEPTHS AND 800' DEEPTHS DEVL. 1000' DEEPTHS DEVL.
 + CLUSTER/LEASING OFFICE
PARKING
 TOTAL SPACES REQUIRED: 100 SPACES
 TOTAL SPACES PROVIDED: 200 SPACES

CURVE	LENGTH	ANGLE	DATA	CHORD BEARING	CHORD LENGTH
C1	25.0	1	100.000	S 23.00° E	25.00
C2	181.73	2	200.000	S 60.00° E	181.73
C3	25.0	1	100.000	S 23.00° E	25.00
C4	181.73	2	200.000	S 60.00° E	181.73



REVISIONS	DATE
MOHRIS & RITCHE ASSOCIATES, INC. ENGINEER, PLANNER, ARCHITECT AND LANDSCAPE ARCHITECT 4170 WOODLAND DRIVE SUITE 200 CHARLOTTE, NC 28209 PHONE: (704) 366-1111 FAX: (704) 366-1112 WWW.MOHRISRITCHE.COM	
CONCEPT PLAN MARLYN DEVELOPMENT TOWN OF BERRYVILLE, VIRGINIA	
JOB NO: 1501000 SCALE: 1"=50' DATE: 7/15/15 DRAWN BY: JIC CHECKED BY: JIC REVISION BY: JIC SHEET: 2 OF 5	

SUP01-15
 PRELIMINARY SETB PLAN

BERRYVILLE TOWN COUNCIL
MOTION TO DENY SPECIAL USE PERMIT

Date: March 8, 2016

Motion By:

Second By:

I move that the Council of the Town of Berryville deny Special Use Permit 01-15 for 120 multifamily units due to nonconformance to Article VI, Section 614.5 of the Berryville Zoning Ordinance.

VOTE:

Aye:

Nay:

Absent:

Attachment 3

History

In 2001 the Town of Berryville entered into a water tank lease agreement in order to permit a cellular service provider to locate antennas on the top of the northwest water tank. The agreement also provided for a necessary easements including an easement for location of ground based equipment.

Since the original agreement (Water Tank Site Lease Agreement) was agreed upon, the provider has on two occasions sought to make significant changes to their equipment configuration. One such change was agreed upon in 2013 (First Amendment to Water Tank Site Lease Agreement).

The Town and the lessee have had an excellent working relationship the past 16 years.

Request

The cellular service provider now wishes to add additional equipment on the existing corral at the top of the northwest water tank. In short, the additional equipment can be described as 3 antennas and associated improvements.

Please find attached the following:

- Water Tank Site Lease Agreement (2001)
- First Amendment to Water Tank Site Lease Agreement (2013)
- Draft Second Amendment to the Water Tank Site Lease Agreement (2/16/16)

A public hearing was set on this matter to satisfy provisions of the Code of Virginia regarding the leasing of public property.

Review

Engineering review of the latest proposal has been completed and our consulting engineer sees no problem with adding the equipment the lessee wants to install.

The draft second amendment is under review by the lessee's legal counsel.

Staff is working with the lessee's representative to ensure that all FAA requirements are met on the site after proposed work is completed.

Once the Town receives review comments then the lease will be reviewed by the Town Attorney.

Compensation

At present, the lessee pays \$2,812.51 per month. The last time Town Council approved an amendment to increase the number of antennas on the tank by 3 (same as this proposal), it agreed upon and increase in rent of \$200 per month.

Recommendation

Staff requests that the Town Council approve the lease, subject to final approval of the Town Manager and review and approval by the Town's Attorney. Further, that the Town Council authorize the Town Manager to execute the amendment on behalf of the Town.

BERRYVILLE TOWN COUNCIL
MOTION TO APPROVE THE SECOND AMENDMENT TO THE
WATER TANK SITE LEASE

DATE: March 8, 2016

MOTION BY:

SECOND BY:

I move that the Council of the Town of Berryville approve the attached Second Amendment to Water Tank Site Lease Agreement with New Cingular Wireless PCS, LLC conditioned upon the following:

- 1) The final lease agreement is reviewed and approved by the Town Manager, and
- 2) The final lease agreement is reviewed and approved by the Town's Attorney.

I further move that the Town Manager is authorized to execute the finalized amendment on behalf of the Town.

VOTE:

Aye:

Nay:

Absent

Abstain:

ATTEST: _____
Harry Lee Arnold, Jr., Recorder

2/16/16 DRAFT

SECOND AMENDMENT TO WATER TANK SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATER TANK LEASE AGREEMENT (“**Second Amendment**”), dated as of the latter of the signature dates below, is by and between **Town of Berryville, VA, a Virginia municipal corporation** having a mailing address of 101 Chalmers Court, Berryville, Virginia, 22611 (“**LESSOR**”) and **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, successor in interest to Triton PCS Property Company, LLC, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (“**LESSEE**”).

WHEREAS, Lessor and Lessee entered into a Water Tank Site Lease Agreement dated June 29, 2001, whereby Lessor leased to Lessee certain Premises, therein described for the location up to three (3) antennae on the Lessor’s water tank, being a portion of the Property situated off Tom Whitacre Circle adjacent to the Town of Berryville, in Clarke County, Virginia (“**Agreement**”); and

WHEREAS, in 2013 Lessor and Lessee approved an amendment (“**First Amendment**”) to the Agreement that permitted the Lessee to locate nine (9) antenna panels and associated equipment on Lessor’s Property; and

WHEREAS, The Lessee currently has located nine (9) antenna panels on the water tank, and currently pays a monthly rent of \$ 2,812.51; and Lessor and Lessee desire to amend the Agreement to allow for the installation of additional antennas , associated cables, and other communications instruments; and

WHEREAS, Lessor and Lessee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the forgoing and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Additional Antennas.** Lessor consents to the installation and operation of three (3) additional antennas, associated cables and equipment as more completely described on attached Exhibit B-2. Exhibit B-2 hereby replaces Exhibit B-1 to the Agreement.

Lessor agrees to the following as a final configuration:

- (12) panel antennas
- (6) TMA
- (6) Duplexers
- (12) 1-5/8” coax cables
- (12) RRH
- (2) DC6
- (6) Junction Boxes
- (2) Fiber Cables
- (4) DC Power Cables

2. **Rent.** Commencing on the first day of the month following the date that the Lessee commences construction (the "Rent Commencement Date"), Rent shall be increased by Two Hundred Dollars (\$200.00) per month, subject to adjustments as provided in the Agreement. Upon Lessee's removal of all antennae added pursuant to this Second Amendment and thirty (30) days prior written notice to Lessor, rent shall reduce by Two Hundred Dollars (\$200.00) per month.

3. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice form the other, execute, acknowledge, and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

4. **Other Terms and Conditions Remain** In the event of any inconsistencies between the Agreement, First Amendment, and this Second Amendment, the terms of the Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement, including the First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to the First Amendment and this Second Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

"LESSOR"

Town of Berryville

By: _____
Name: _____
Title: _____
Date: _____

"LESSEE"

New Cingular Wireless PCS, LLC

By: _____
Name: _____
Title: _____
Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

LESSEE ACKNOWLEDGEMENT

Limited Liability Company

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me on _____ (date) by _____ (name and title of officer or agent) of _____ a _____ (state or place of incorporation) limited liability company, on behalf of the limited liability company.

Notary Public

Printed Name: _____

My Commission Expires: _____

LESSOR ACKNOWLEDGEMENT

Municipal Corporation

COMMONWEALTH OF VIRGINIA
COUNTY OF CLARKE

The forgoing instrument was acknowledged before me on _____ (date) by Keith Dalton, Town Manager of the Town of Berryville, Virginia, municipal corporation, on behalf of the corporation.

Notary Public

Printed Name: _____

My Commission Expires: _____

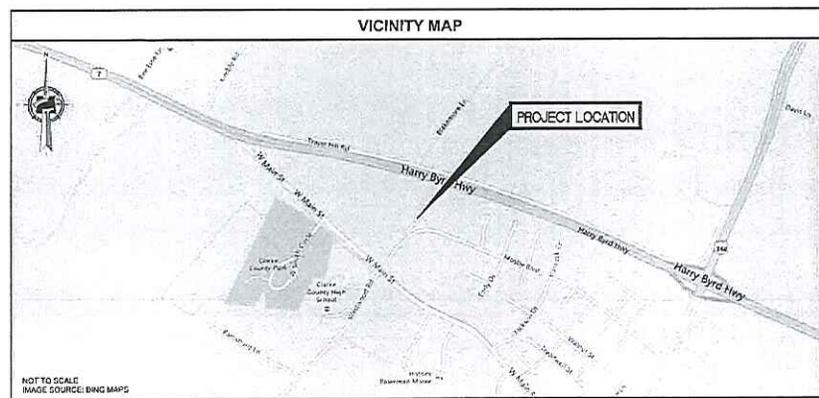
Exhibit B-2



SITE NAME: TOWN OF BERRYVILLE
FA NUMBER: 10068492
201 TOM WHITACRE CIRCLE
BERRYVILLE, VA 22611
CLARKE COUNTY

PROJECT TEAM	
CLIENT REPRESENTATIVE	
COMPANY:	SMARTLINK, LLC
ADDRESS:	1362 MELLON ROAD, SUITE 140
CITY, STATE, ZIP:	HANOVER, MD 21076
CONTACT:	BRIAN DELSKI
E-MAIL:	BDELSKI@SMARTLINK.COM
SITE ACQUISITION	
COMPANY:	SMARTLINK, LLC
ADDRESS:	1362 MELLON ROAD, SUITE 140
CITY, STATE, ZIP:	HANOVER, MD 21076
CONTACT:	DANIEL ROWLAND
E-MAIL:	DROWLAND@SMARTLINK.COM
ENGINEER	
COMPANY:	MASER CONSULTING P.A.
ADDRESS:	2000 MIDLAND DRIVE, SUITE 100
CITY, STATE, ZIP:	MT. LAUREL, NJ 08054
CONTACT:	PIETROS TSOUKALAS
PHONE:	(609) 797-0413 #1032
E-MAIL:	PTSOUKALAS@MASERCONSULTING.COM
RF ENGINEER	
COMPANY:	AT&T
ADDRESS:	7150 STANDARD DRIVE
CITY, STATE, ZIP:	HANOVER, MD 21077
CONTACT:	MUSTAQUE MOHAMMED
E-MAIL:	MM3779@ATT.COM

SITE INFORMATION	
APPLICANT/ESSEE	
NEW CINGULAR WIRELESS PCS, LLC 7150 STANDARD DRIVE HANOVER, MD 21076	
PROPERTY OWNER:	
NAME:	TOWN OF BERRYVILLE
ADDRESS:	101 CHALKERS COURT, SUITE A BERRYVILLE, VA 22611
CONTACT:	DAVE TYRRELL (804) 955-1759
LATITUDE:	33.1648007° N
LONGITUDE:	77.8448007° W
LAT. AND LONG. TYPE:	NAD 83
AREA OF CONSTRUCTION:	EXISTING EQUIPMENT SHELTER AND WATER TANK
ZONING/JURISDICTION:	CLARKE COUNTY
PROPOSED USE:	UNMANNED TELECOMMUNICATIONS FACILITY
MANICAP REQUIREMENTS:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.
CONSTRUCTION TYPE:	00
USE GROUP:	U



DRIVING DIRECTIONS

DEPART CLARKE DR TOWARD PARKWAY DR. TURN LEFT ONTO PARKWAY DR. AND THEN IMMEDIATELY TURN RIGHT ONTO PARK CIRCLE DR. TURN LEFT ONTO COCA COLA DR. TAKE RAMP FOR MD-190 W/ TANK RAMP RIGHT AND FOLLOW CURVE FOR US-30 NORTH. AT EXIT 28B, TAKE RAMP RIGHT FOR WEST TOWARD FREDERICK. AT EXIT 22, TAKE RAMP RIGHT FOR US-30 SOUTH / US-340 WEST TOWARD CHARLES TOWN. KEEP STRAIGHT ONTO US-340 W. ROAD NAME CHANGES TO WILLIAM WELDON HWY. KEEP STRAIGHT ONTO US-340 S/ WILLIAM WELDON HWY. TAKE RAMP RIGHT FOR US-340 S/ WY 9 S. VETERANS MEMORIAL HWY. TURN RIGHT ONTO MOSSY BLVD. TURN RIGHT ONTO TOM WHITACRE CIRCLE. THE TOWER ENTRANCE WILL BE ON YOUR RIGHT.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:

1. INTERNATIONAL BUILDING CODE 2012	7. EMERGENCY PREPAREDNESS CODE
2. NATIONAL ELECTRICAL CODE 2011	8. TIA 609 FOR GROUNDING
3. VIRGINIA FIRE PROTECTION 2012	9. INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS #1
4. LIGHTNING PROTECTION CODE 2011	10. IEEE C62 LATEST EDITION
5. AMERICAN CONCRETE INSTITUTE 318	11. TELECODING CR-1276
6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION 14TH ED	12. ANSI Y1.311

GENERAL CONTRACTOR NOTES

DO NOT SCALE DRAWINGS.

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICES, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

SHEET	DESCRIPTION
T-1	TITLE SHEET
A-1	SITE PLAN
A-2	EQUIPMENT LAYOUT
A-3	ELEVATION VIEW, DETAILS, AND ANTENNA SCHEDULE
A-4	ANTENNA LAYOUTS
A-5	AC PANEL SCHEDULE AND POWER AUDIT RESULTS
A-6	DETAILS-1
A-7	DETAILS-2
A-8	DETAILS-3
A-9	DETAILS-4
A-10	DETAILS-5
A-11	STRUCTURAL DETAILS NOTES
A-12	DC WIRING DIAGRAM
A-13	RF PLUMBING DIAGRAM
A-14	SCOPE OF WORK
G-1	GROUNDING DETAILS

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 REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 LICENSE NUMBER: 04466

STATE OF VIRGINIA

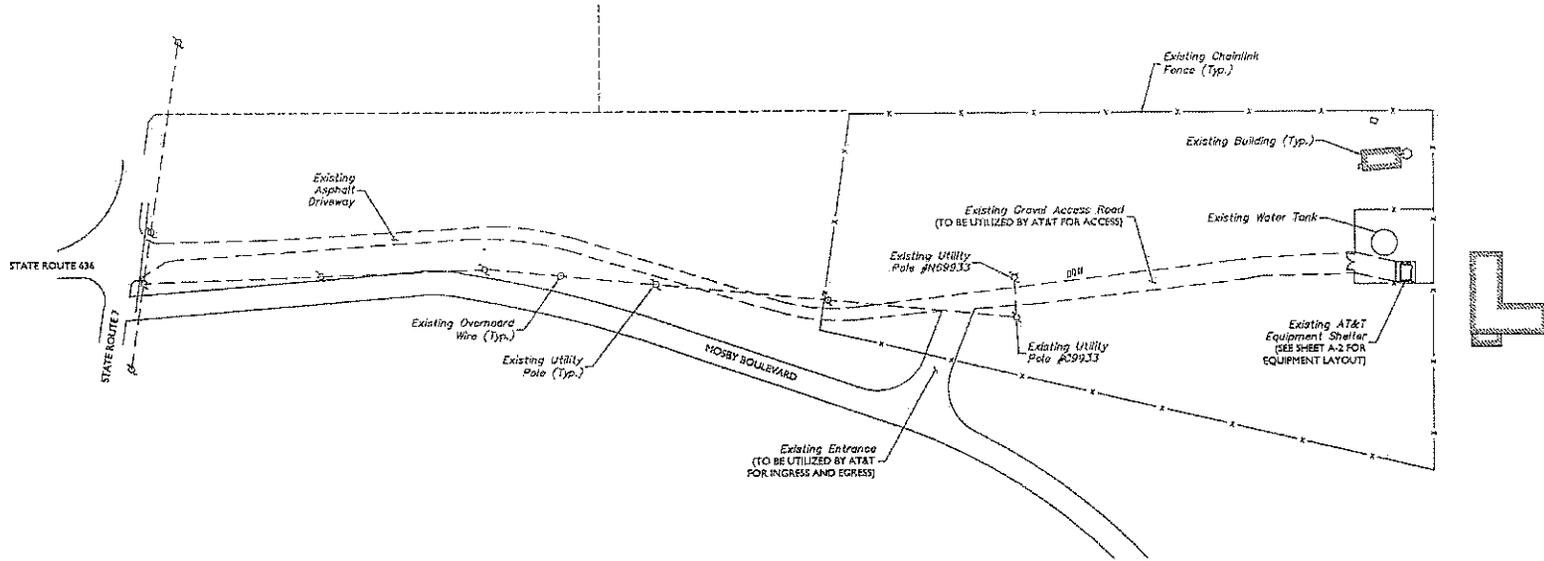
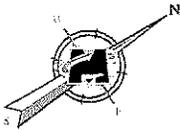
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 FA# 10068492
 201 TOM WHITACRE CIRCLE
 BERRYVILLE, VA 22611
 CLARKE COUNTY

MT. LAUREL OFFICE
 2000 Midland Drive
 Suite 100
 Mount Laurel, NJ 08054
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TITLE SHEET

SHEET NUMBER: T-1

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GENERAL NOTES

1. SITE INFORMATION OBTAINED FROM THE FOLLOWING:
 - A. EXISTING CONSTRUCTION DRAWINGS ENTITLED "TOWN OF BERRYVILLE - WC927" PREPARED BY DEWBERRY ENGINEERS INC. OF MT. LAUREL, NJ FOR AT&T, DATED 04/23/13.
 - B. LIMITED FIELD OBSERVATION PERFORMED BY MASER CONSULTING P.A. ON 10/27/15. THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORDS.
2. SITE PLAN IS FOR REFERENCE ONLY.

SITE PLAN



LEGEND	
	EXISTING FENCE LINE
	EXISTING OVERHEAD WIRE
	EXISTING ROAD
	EXISTING BUILDING
	EXISTING UTILITY POLE

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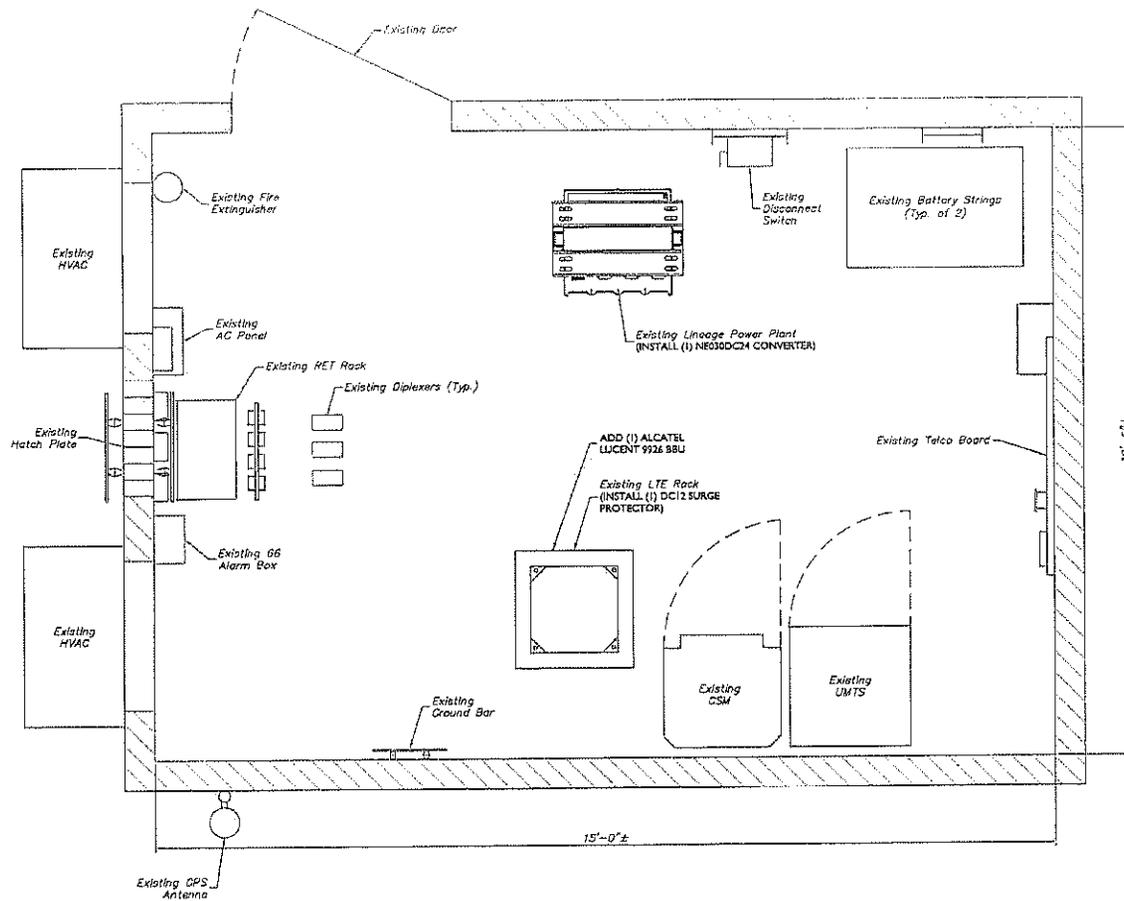
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PETROS EDOROUKALAS
 LICENSED PROFESSIONAL ENGINEER - LICENSE NUMBER 04454

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SITE PLAN
 A-1



EQUIPMENT LAYOUT



SCALE: 1" = 1'
(DO NOT SCALE 11"x17" DRAWING)

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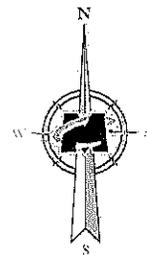
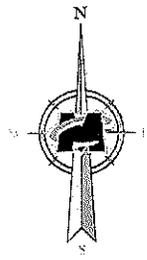
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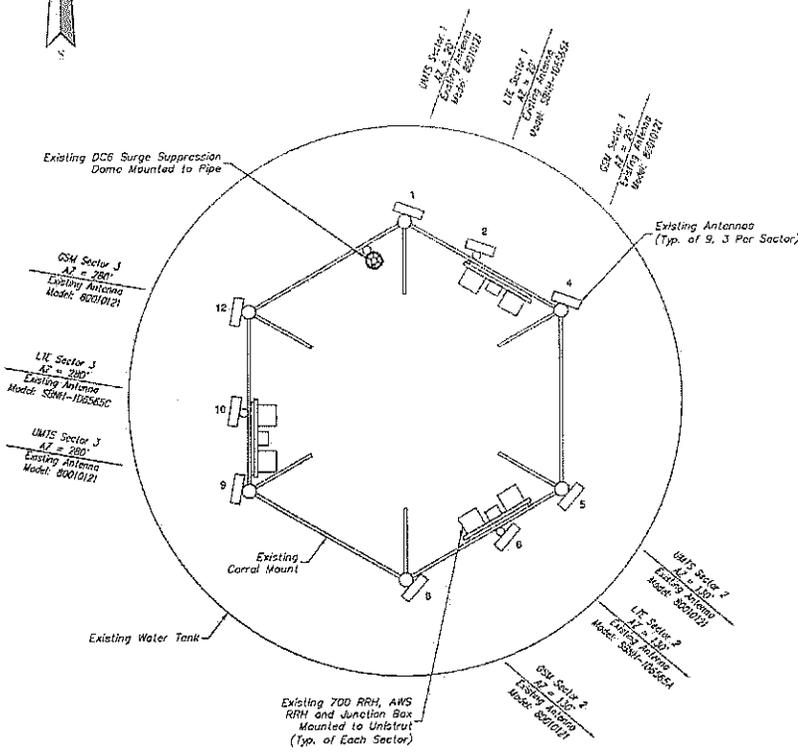
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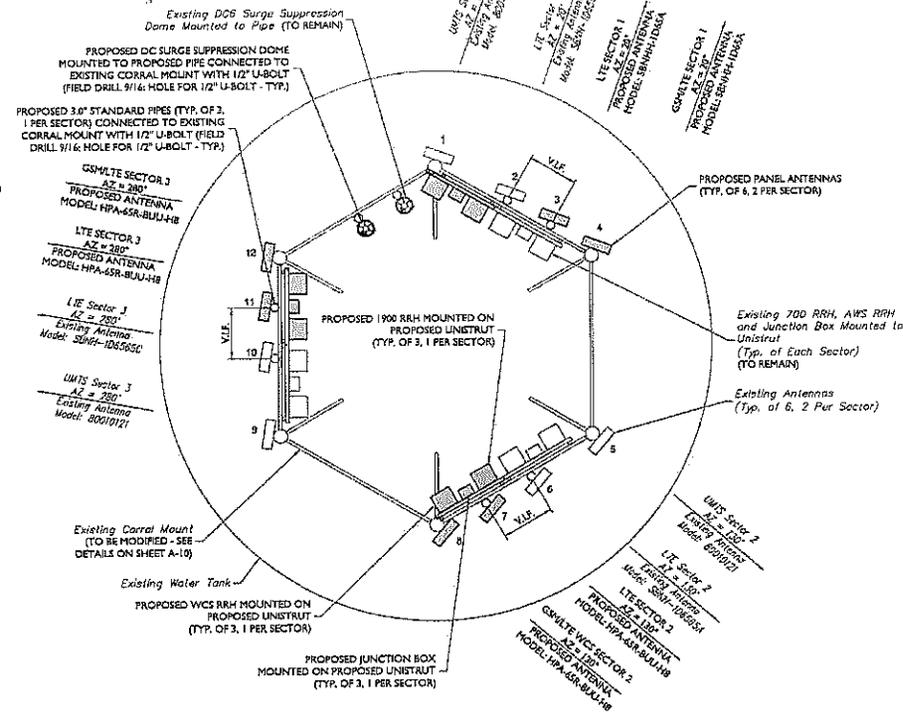
EQUIPMENT LAYOUT



- NOTES:**
1. REMOVE CROSS SECTOR REDUNDANCY IF PRESENT
 2. CONTRACTOR TO VERIFY DURING PRE CONSTRUCTION THAT PROPOSED MODIFICATIONS ARE FEASIBLE. CONTRACTOR TO ADD UNISTRUT FOR RRHS AND ETC AS NECESSARY.



EXISTING - ANTENNA LAYOUT
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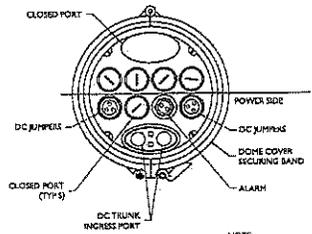
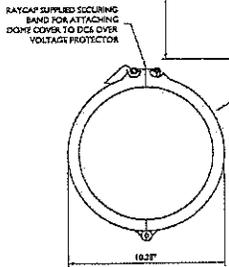
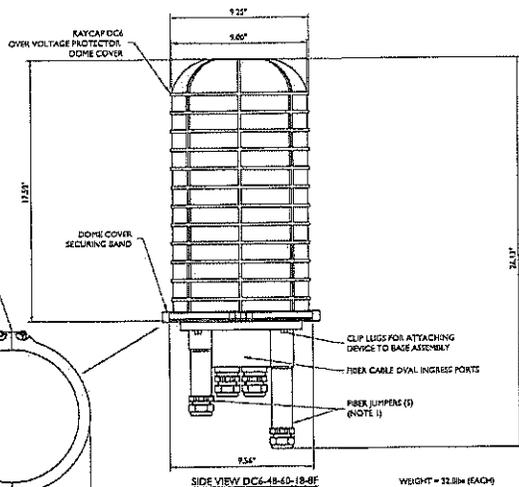
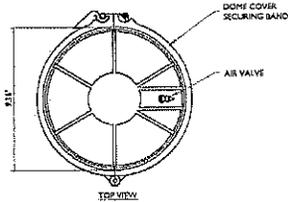
PETROS, DIMITROPOULOS & ASSOCIATES
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ENGINEERS - LICENSE NUMBER 65448

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Fax: 704.762.1014
Email: info@maser.com

ANTENNA LAYOUTS

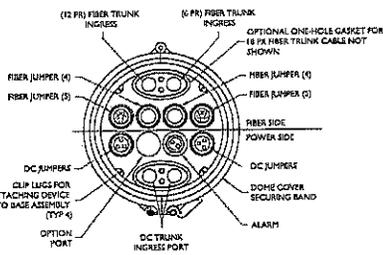
A-4



BOTTOM VIEW
DC6-48-40-0-8F

NOTE:

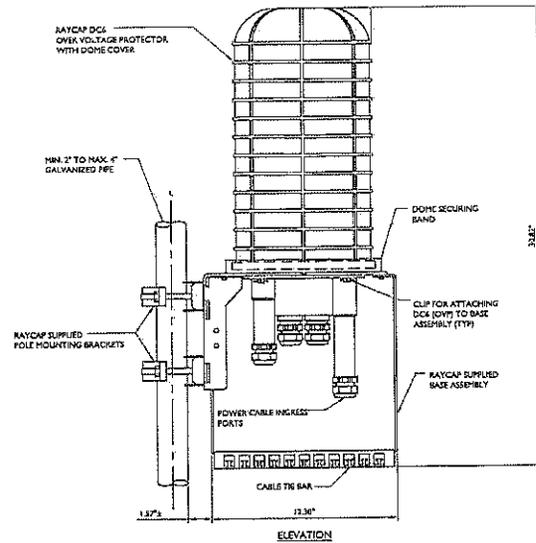
REMOVE CABLE SEALING GLAND AND INSTALL M2x2x5 NUTWICH TO 1/2" NPT ADAPTER (COVER CHARGE-HINGE PIN CAP FOR TRK OR EQUIVALENT PINS) WHEN CONNECTING CONDUIT TO OVP.



BOTTOM VIEW
DC6-48-40-18-8F

DC6 SURGE SUPPRESSION DOME DETAIL

NOT TO SCALE



NOTES:

RAYCAP VIA AT&T SUPPLIES THE DC6 OVER VOLTAGE PROTECTOR AND POLE MOUNTING BRACKETS. SUBCONTRACTOR SHALL SUPPLY THE PIPE.

**RAYCAP DC6-48-60-18-SF & DC6-48-60-0-8F
DC POWER OVER VOLTAGE PROTECTOR (OVP)
POLE MOUNT BASE ASSEMBLY**

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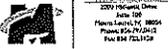
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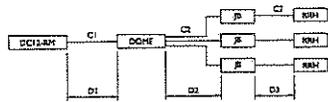


DETAILS-2

A-7

FIBER TRUNK CHANNEL	TECHNOLOGY	FREQUENCY BAND	SECTOR	RRH POSITION	FIBER TAG	
1.1	LTE	700 B/C	ALPHA	POS 1	700-2A	
1.2			BETA	POS 4	700-5B	
1.3			GAMMA	POS 10	700-10G	
1.4	LTE	LTE AWS	ALPHA	POS 2	AWS-2A	
1.5			BETA	POS 4	AWS-5B	
1.6			GAMMA	POS 10	AWS-10G	
1.7	LTE		SPARE			
1.8						
1.9						
2.1	LTE	LTE 1900	ALPHA	POS 3	1900-3A	
2.2			BETA	POS 7	1900-7B	
2.3			GAMMA	POS 11	1900-11G	
2.4	LTE	LTE WCS	ALPHA	POS 4	WCS-4A	
2.5			BETA	POS 9	WCS-9B	
2.6			GAMMA	POS 13	WCS-13G	

FIBER TRUNK ASSIGNMENTS



TRUNK CABLE TO JUNCTION BOX

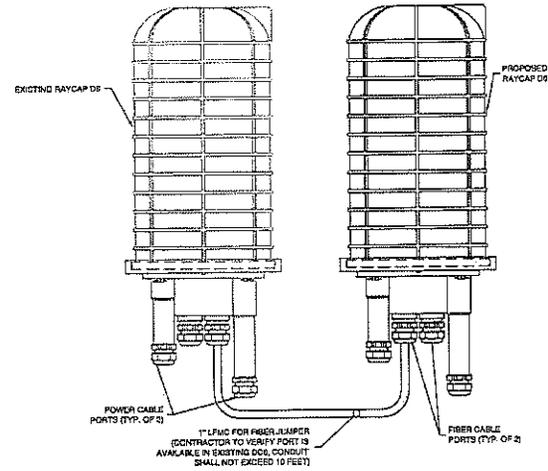
MAXIMUM CABLE LENGTHS FOR FIGURE 1

C1 SIZE	C2 SIZE	LENGTH D1 (FT)	ALCATEL-LUCENT (ALU)						
			LENGTH D1 (FT)						
8AWG	8AWG	75	100	125	150	175	200	225	
	10AWG	219	189	163	138	113	89	68	
	12AWG	135	119	103	87	71	54	41	
		85	75	65	55	45	35	25	

C1 SIZE	C2 SIZE	LENGTH D1 (FT)	ENCISION						
			LENGTH D1 (FT)						
8AWG	8AWG	75	100	125	150	175	200	225	
	10AWG	207	182	157	132	107	82	57	
	12AWG	184	178	162	147	131	115	99	
		132	112	102	92	82	72	62	

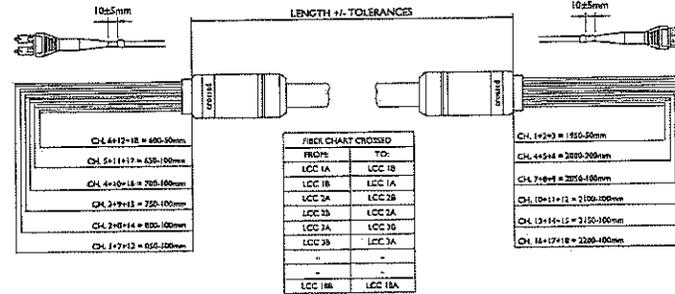
CABLE C2 MAY BE EITHER 10AWG OR 12AWG. LENGTH D3 IS 14 FEET (MAX) ALL CASES

DC CABLE LENGTH



DC6 TO DC6 JUMPER CONNECTION DETAIL

NOT TO SCALE



FIBER CONNECTION DETAIL

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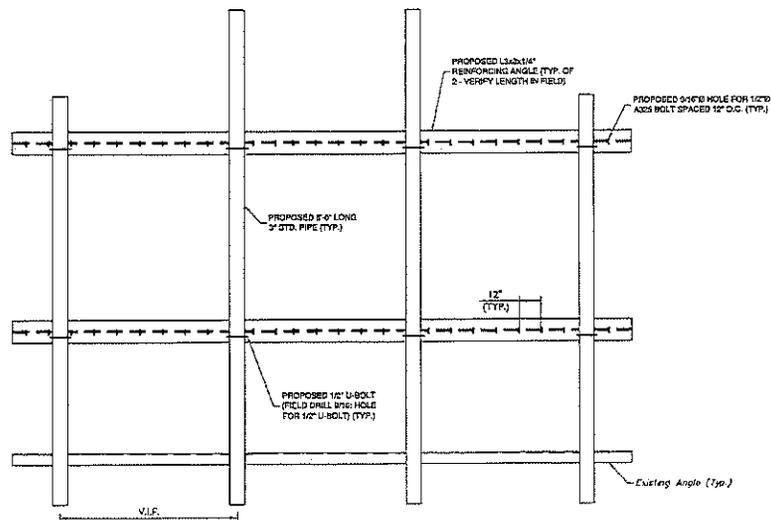
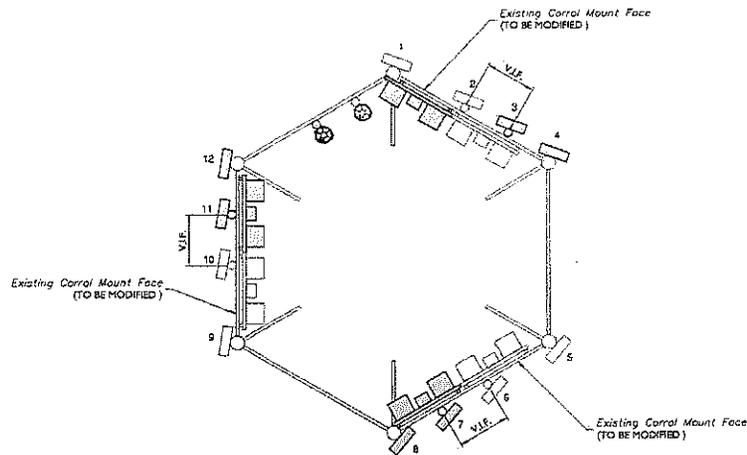
NO.	DATE	DESCRIPTION
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2	08/15/11	ISSUED FOR REVIEW
3	08/15/11	ISSUED FOR REVIEW

PETRA TSOUKALAS
 REGISTERED PROFESSIONAL ENGINEER
 VIRGINIA LICENSE # 61688

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 FA# 10068492
 201 TOM WHITACRE CIRCLE
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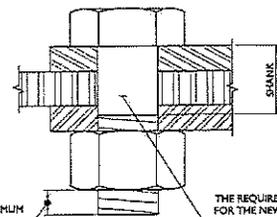
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 Fax: 404.297.5129

DETAILS-3
 A-8



CORAL MOUNT REINFORCEMENT DETAIL
NOT TO SCALE

- NOTES:**
1. EQUIPMENT NOT SHOWN FOR CLARITY.
 2. TYP. PER FACE.



BOLTS SHALL HAVE A MINIMUM OF THREE (3) THREADS EXTENDING PAST THE NUT

THE REQUIRED SHANK LENGTH FOR THE NEW BOLTS SHALL BE THE SUMMATION OF THE THICKNESS OF THE CONNECTING PARTS LESS 1/8" (V.I.F.)

BOLT DETAIL
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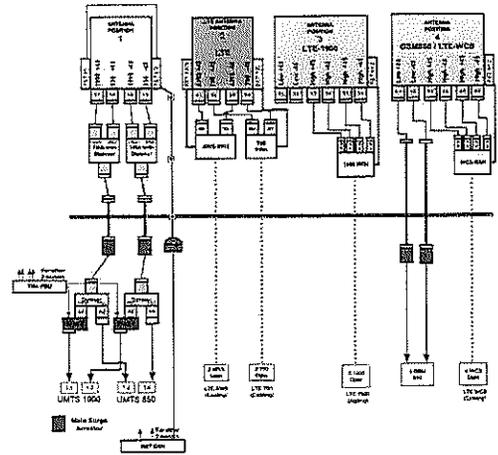
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FAX: 443.271.6138

DETAILS-5
A-10

Project Name: 4CP_P1QUM_P2QLA_P3HP_P4HGW_F4_TMA1_NoDC_A
 Drawing Title: RF PLUMBING DIAGRAM
 Drawing No: 10088492_50187_09-01-2015_Preliminary-Approved_v1.00

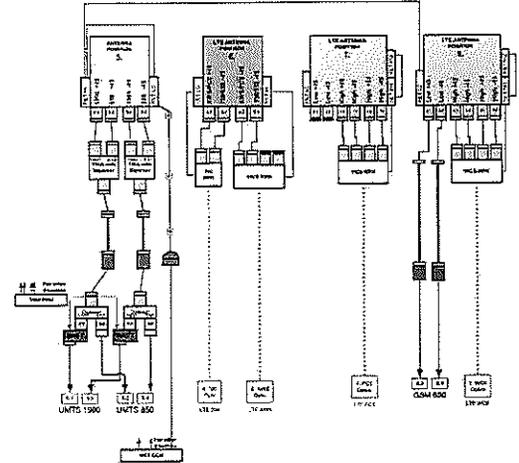
4CP_P1QUM_P2QLA_P3HP_P4HGW_F4_TMA1_NoDC_A



ALPHA SECTOR

Project Name: 4QV_P1QUM_P2QLA_P3HP_P4HGW_F4_TMA1_NoDC_B_V02
 Drawing Title: RF PLUMBING DIAGRAM
 Drawing No: 10088492_50187_09-01-2015_Preliminary-Approved_v1.00

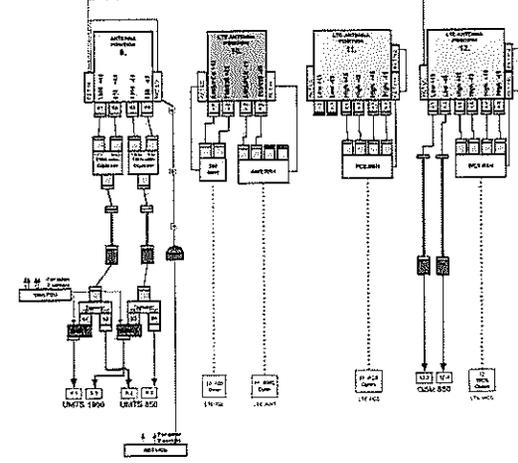
4QV_P1QUM_P2QLA_P3HP_P4HGW_F4_TMA1_NoDC_B_V02



BETA SECTOR

Project Name: 4QV_P1QUM_P2QLA_P3HP_P4HGW_F4_TMA1_NoDC_C_V01
 Drawing Title: RF PLUMBING DIAGRAM
 Drawing No: 10088492_50187_09-01-2015_Preliminary-Approved_v1.00

4QV_P1QUM_P2QLA_P3HP_P4HGW_F4_TMA1_NoDC_C_V01



GAMMA SECTOR

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RF PLUMBING DIAGRAM

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STATE OF MARYLAND
 PROFESSIONAL ENGINEER

TOWN OF BERRYVILLE
 EA# 10068492
 201 TOM WHITACRE CIRCLE
 BERRYVILLE, VA 22611
 CLARKE COUNTY

PT. TARRANT ENGINEERING
 1200 TOWERS DRIVE
 SUITE 100
 FARMERS BURKE, VA 22031
 PHONE: 541-771-0011
 FAX: 541-771-0010

RF PLUMBING DIAGRAM



WATER TANK SITE LEASE AGREEMENT

6/26/01 VER.

SITE: Town of Berryville/North West Elevated Tank

THIS LEASE is made between Town of Berryville, Virginia, a Virginia municipal corporation with an address of 23 East Main Street, Berryville, Virginia, 22611, hereinafter called Lessor, and Triton PCS Property Company, L. L. C., a Delaware Limited Liability Company, hereinafter called Lessee.

WHEREAS, Lessor is the fee simple owner of the real property and elevated water tank located on said property situated off of Tom Whitacre Circle adjacent to the Town of Berryville, in Clarke County, Virginia and more particularly described in that deed recorded among the Land Records of Clarke County, Virginia in Deed Book 17, at Page 166 ("Property"); and,

WHEREAS, Lessee is in need of space on a portion of such water tank for a mounting structure to support Lessee's three (3) antennas and ground space measuring no more than 400 square feet in the fenced area around the water tank on the Property (as shown on Exhibit A), for an accessory equipment building for its communications needs ("Site") in the Town of Berryville; and,

WHEREAS, Lessor has determined that renting such space to a user which will not interfere with the needs of Lessor's Department of Public Works, Department of Public Utilities or the town's operations on the Property, will benefit the public and Lessor by minimizing the number of towers which are erected in the Town of Berryville, and Lessor is willing to permit Lessee to lease and use the Premises for the purposes and in accord with the terms and conditions set forth in this lease.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and provisions herein contained, Lessor leases to Lessee and Lessee rents from Lessor, ground space on the Property for Lessee's equipment building and landscaping, and only as much space on the Water Tank as necessary to mount and install three (3) antennas of Lessor's choice, a building not to exceed one hundred ninety-two (192) square feet in size and not more than ten (10) feet in height and appurtenant transmission lines, together with non-exclusive easements

for ingress and egress and for cables and utilities, and other rights, all of which are more particularly described in this Lease and Exhibit A and/or B attached hereto and incorporated herein (the "Leased Premises").

NOW, THEREFORE, the parties agree as follows:

1. USE OF LEASED PREMISES:

Lessor leases to Lessee and Lessee leases from Lessor the Lease Premises, together with the right to use adjoining and adjacent portions of the Property as may be designated in writing by Lessor during the construction and installation of this Site upon the Leased Premises. Lessee shall be permitted to use the right of way reasonably agreed upon by Lessor and Lessee described on Exhibit A and B hereof for ingress and egress to and from the Site for the use and benefit of the Leased Premises, or such other right of way of similar dimensions as Lessor may designate during the term of this Lease. Lessee shall have the further right, at no cost or expense to Lessor, to construct, erect, install, operate and maintain underground communication cables from the Leased Premises, across and through that portion of the Property reasonably agreed upon by Lessor and Lessee described on Exhibit A and B to nearest available utility source. The foregoing shall be accomplished without interfering with the use or development of the Property by Lessor, and promptly upon completion of such construction, erection or installation Lessee shall at its own cost and expense, repair any damage to the property resulting from such construction, erection, or installation. Lessor specifically reserves the right to develop the property, including leasing space on the water tank and/or the property to others for any lawful purpose in any manner that does not cause interference to Lessee's use of the leased premises. Lessee agrees that Lessor may lease space on the corral constructed by Lessee, provided that such location is approved in writing by Lessee. The Lessee will only review the request to co-locate so as to confirm that any new communications equipment will not interfere with Lessee's operation. Such approval shall not be unreasonably withheld or delayed.

Lessor hereby grants Lessee a non-exclusive easement and right of way to construct, maintain, operate and repair underground communication and electric power lines and systems along, and/or under that portion of the Property designated on Exhibits A and B hereof and the right of way of Lessee designated on Exhibits A and B hereof during the term of this Lease for purposes of installation

and provision of telephone and electric service to the Site. Lessee agrees that no such utility or line shall be installed closer than 5 feet ^{within} to the existing chain link fence. Lessee further agrees to repair the surface of the ground disturbed by construction and to re-establish vegetative cover over the disturbed area.



Lessor hereby grants Lessee, its employees, contractors, agents and invitees a non-exclusive easement and right of way for ingress and egress by vehicular traffic over that portion of the Property designated on Exhibit A and B hereof or such other right of way of similar dimensions to the Leased Premises and the Site, as may be designated in writing, for the purpose of constructing, installing, maintaining, operating and repairing the Site. Should such right of way be taken or otherwise removed or made unusable, Lessor shall designate in writing another right of way and non-exclusive easement for Lessee's use at a location determined in Lessor's sole discretion.

2. TERM AND RENT:

This term of the lease shall be for 4 years 11 months at a monthly rental rate of One Thousand Six Hundred Sixty-six and 67/100 Dollars (\$1,666.67) per month payable in on the first day of each month, in advance. Rent shall be payable monthly commencing on the date (the "Commencement Date") which is (a) the first day following Lessee's receipt of the last of the necessary local, state and federal approvals, licenses and permits so as to permit construction and/or installation of equipment on and use of the Premises for all of the purposes permitted by this Agreement (such approvals, licenses and permits hereinafter collectively called the Approvals), or (b) the first day following Lessee's commencement of construction pursuant to this Agreement, or (c) 120 days after execution of the lease agreement, whichever comes first. Rent shall be paid to Lessor at Lessor's address on Page 12 hereof or to such other person, firm or place as the Lessor may from time to time so designate in writing at least thirty (30) days in advance of a rental payment date.

On the anniversary of each commencement date the basic monthly rental as hereinabove defined, shall be adjusted by an annual three percent (3.00%) escalation or the CPI increase for the previous twelve (12) months, whichever is greater. Lessor shall provide Lessee with CPI increase at least 90 days in advance of the anniversary of the commencement date. If Lessor fails to provide the CPI increase in a timely fashion as required, the annual rent shall increase by three

percent (3.00%).

Lessee's Tax Identification Number 23-2974309.

The term of this Lease shall be automatically extended for three (3) additional periods of four (4) years11 months each; provided, however, that Lessee may terminate this Lease at any time after the expiration of the initial term by providing Lessor with written notice not less than ninety (90) days prior to the expiration of the then current term. All of the terms and conditions of the Lease shall apply to each of the renewal terms, except that the rent for each renewal term shall increase annually during each renewal term in accordance with provisions of this section and required equipment removal bond amount and required insurance amount may be increased to reflect inflation and market conditions.

3. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:

Lessee shall be solely responsible for all costs and expenses relating to the connection, disconnection and consumption of any utilities in connection with Lessee's construction, installation, operation and maintenance of the Leased Premises including, without limitation, any consumption of electricity by its equipment and Lessee agrees to pay directly to the local utility company all costs for service and installation of an electric meter.

Lessor shall be responsible for the payment of any applicable taxes or assessments against the Property, exclusive of the Leased Premises. Lessee shall be responsible for the payment of any applicable taxes or assessments against the property owned by Lessor or allocable (on a pro rata basis) to the Leased Premises, including but not limited to any sales and property taxes. During the Lease Term, Lessee shall be responsible for the payment of all taxes levied upon the leasehold improvements (including Lessee's equipment building) on the Leased Premises. Lessee shall present certification of payment to Lessor within thirty (30) days after the due date thereof.

Lessee shall at all times during the term of this Lease, at its own expense maintain the Site/Leased Premises in proper operating condition and maintain same in satisfactory condition as to safety; and will repair any damage, unless damage thereto is caused by acts or omissions of Lessor in which case Lessor shall

reimburse Lessee for its costs and expenses incurred in effecting the repair. Lessee shall make alterations or modifications to the Leased Premises only with prior approval of Lessor. Upon termination of this Lease, Lessee agrees that its shall, within thirty (30) days and at its own expense, be responsible for the removal and dismantling of its antennas on Lessor's water tank, and any and all of Lessee's other equipment and improvements on the Property and Leased Premises, Lessee shall further be responsible for restoring as nearly as is reasonably possible the Leased Premises and any other portion of the Property which has been damaged, modified or altered by or on behalf of Lessee to their original condition at Lessee's sole cost and expense, reasonable wear and tear excepted. Lessee shall obtain and deliver to Lessor a Performance Bond in the amount of \$7,000.00 which shall provide reimbursement and compensation to the Lessor in the event the Lessee shall fail to perform the aforesaid removal, dismantling and restoration.

Lessor acknowledges that Lessee's transmitter and Site will be used in rendering a public utility service subject to the jurisdiction of the FCC and that Lessee's public utility service, its equipment building, transmitter and antennae may not be disconnected, terminated or interrupted in any manner without the approval of the FCC prior to any disconnection, termination or interruption. Lessor will not do any act or omit to do any act in violation of the terms of this Lease which would cause, directly or indirectly, any such disconnection, termination or interruption or the disconnection or termination of electrical service to Lessee's equipment building or equipment. However, Lessor may lease the property and/or Water Tank not leased by Lessee to other users for lawful purposes.

4. ACCESS:

Lessee shall have free access to the Leased Premises for the purpose of constructing, installing, operating, repairing and maintaining the Site, and, during the continuation of this Lease and any renewals thereof, ingress and egress is hereby granted to Lessee 24 hours a day, 365 days per year by the right of way specified on Exhibits A and B or as otherwise agreed to by Lessor and Lessee for such purposes. It is agreed, however, that only authorized engineers, employees, contractors, subcontractors, agents of Lessee, agents of Lessor, FCC Inspectors, or persons under their direct supervision will be permitted to enter the Leased Premises.

5. **CONSTRUCTION BY LESSEE:**

After obtaining the necessary permits and approvals therefor, Lessee at its sole cost and expense, shall construct and install the following improvements upon the Leased Premises:

Construction of a 192 square foot prefabricated equipment building to house Lessee's communications equipment. Said building may not exceed 10' in height. Construction of a four feet wide ten feet long sidewalk from the existing gate to the doorway of Lessee's equipment building, if needed.

Installation on Lessor's Water Tank of three (3) cellular antennas and transmission lines, which transmission lines shall be connected to the above referenced equipment building by means of a cable bridge. The exact mounting elevations on the water tank for Lessee's antennae shall be agreed upon by the parties in conjunction with their respective engineers as depicted on Exhibit B.

Construction of the Site shall be in accordance with the plans, drawings and specifications prepared and provided by Lessee attached hereto for Lessor's prior review and approval. Prior to Lessor's approval of plans, drawings and specifications, they shall be reviewed and approved by the Lessor's engineer. The cost of such review billed to Lessor shall be reimbursed by Lessee within 45 days of receipt date of invoice from Lessor.

Lessor's engineer shall inspect the tank before, during, and at completion of construction of Lessee's improvements. The cost of such review billed to Lessor shall be reimbursed by Lessee within 45 days of receipt date of invoice from Lessor.

Prior to commencement of any welding, Lessor shall verify to Lessee that the water level is at a minimum two (2) feet below any weld point. Any damage to the tank caused by the Lessee or its contractors shall be repaired as required by Lessor's engineer. Cost of such repair shall be the sole responsibility of Lessee. Should such damage occur in the interior of the tank, the Lessee shall also be responsible for disinfection of the tank in accordance with Virginia Department of Health regulations. The cost of such disinfection, including lost water, shall be the sole responsibility of the Lessee.

All construction, installation, use and operation of the Site by Lessee shall comply with all applicable rules and regulations of the FCC, FAA, and regulations of any government agency (town, county, state or federal) including, but not limited to the applicable requirement of the local planning and zoning and building and electrical codes of Clarke County and Berryville, Virginia. Lessee has the responsibility of carrying out the terms of its FCC license with respect to supporting structures, lighting requirements and notification to FAA. Lessee at its sole cost and expense, shall secure all necessary permits and approvals required to permit the construction and operation of the Site. Lessor agrees to cooperate with Lessee in any applications or submissions required to permit construction and operation of Lessee's site as described herein provided that Lessor shall be reimbursed for all expenses incurred in providing such cooperation.

Lessee agrees that FAA required lighting may not be relocated without Lessor's approval. Lessee agrees that no such relocation will be approved that will preclude Lessor's staff from performing routine maintenance such as changing light bulbs from the safety of the tank interior.

If, after the commencement of this Lease, Lessee is unable to occupy the Leased Premises due to the action of the FCC or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Lessee's control so that Lessee in its sole discretion will be unable to carry out the purposes of its installation on the subject premises, this Lease may be canceled by Lessee upon thirty (30) days' written notice.

Lessee agrees that its equipment building, equipment, transmission lines and appurtenances thereto, and the construction, installation, maintenance, operation and removal thereof, shall not damage Lessor's property or interfere with the use of the Property by Lessor. Lessee shall indemnify and hold the Lessor harmless for any and all damage caused by Lessee or unreasonable radio interference caused by Lessee's operations. Lessee shall cause a Cathodic protection inspection to be performed after completion of the installation of Lessee's equipment and thereafter an inspection shall be performed only after any major modification of the Leased Premises by Lessee. Inspector shall be pre-approved by Lessor. The results of such inspection shall be provided in writing by Lessee to Lessor within ten (10) days of such inspection. In the event such inspection reveals a problem then the Lessee shall take all action necessary to correct the problem within thirty (30) days at Lessee's sole cost and expense.

The Lessor and Lessee agree that the Lessor may need to maintain the tank during the term of the lease including, but not limited to, painting. The Lessee further agrees to pay the additional cost to Lessor of painting and maintaining such water tank with the antenna and equipment of Lessee present on such tank. The Lessor shall provide the Lessee with ninety (90) days advanced, written notice of any such maintenance and its projected cost.

6. VARIANCE, PERMITS AND SITE SPECIFICATIONS:

Lessee's ability to use the Leased Premises is contingent upon its obtaining, after execution of this Lease, all of the certificates, permits and other approvals that may be required by Federal, State or Local authorities which will permit Lessee's use of the Leased Premises as set forth above. Lessee agrees to use commercially reasonable efforts to obtain all of the necessary certificates, permits and approvals which shall be obtained at Lessee's sole cost and expense. Lessor will cooperate with Lessee at Lessee's sole cost and expense, in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use thereof by Lessee. In the event any such applications should be finally rejected or any certificate, permit, license or approval issued to Lessee is canceled, expires or lapses, or is otherwise withdrawn or canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, due to no fault of, or negligent act or omission by the Lessee, so that Lessee will be unable to use the Leased Premises for the purposes set forth herein, Lessee shall have the right to terminate this Lease. Prior written notification to Lessor of Lessee's intent to exercise its right to terminate this Lease shall be by receipted delivery and shall be effective upon receipt of such notice by Lessor as evidenced by the return receipt. All rentals paid to said termination date shall be retained by Lessor. Upon such termination, this Lease shall be null and void and the Parties shall have no further obligations, including the payment of monies, to each other except as otherwise provided herein.

7. FEASIBILITY:

Prior to the Commencement Date of this Lease, Lessee shall have access to the Leased Premises, with Town of Berryville representatives, for the purposes of undertaking any necessary tests, studies, and inspections relating to Lessee's

proposed use of the Leased Premises and at such times as Lessor and Lessee mutually agree. In the event Lessee is unable to utilize the Leased Premises for the purpose stated herein, and terminates this Lease pursuant to Sections 6 and 7, Lessee agrees that it shall restore the Leased Premises and such other portions of the Property that have been damaged, modified or altered by or on behalf of Lessee to their original condition within thirty (30) days after Lessee's removal from the Property.

8. INTERFERENCE:

Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications existing on Lessor's Property as of the date of this Lease. In the event Lessee's equipment causes such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference. If the interference is not corrected within thirty (30) days of receipt of notification (or such time as may reasonably be required with exercise of due diligence provided such repairs are begun within said 30 days), Lessee agrees to cease the operation of the equipment causing such interference until the interference can be cured. In the event the interference cannot be cured, the equipment shall be removed by Lessee at Lessee's expense. It is further agreed that Lessor will not allow any party to install any communications equipment on Lessor's Property without the prior written consent of Lessee. Such approval shall not be unreasonably withheld or delayed. In the event any equipment installed on Lessor's Property after the date hereof by a Lessee shall interfere with Lessee's transmission or reception, Lessor shall cooperate with Lessee (at Lessee's expense) in Lessee's attempts to cause such interference to be eliminated (including, without limitation, Lessee's attempts to enjoin the interference). If such interference is not eliminated within a reasonable time period, Lessee shall have the right, in addition to any other remedies it may have at law or in equity, to terminate this Lease upon ninety (90) days prior written notice to Lessor, and any prepaid rentals shall be reimbursed, without interest, to Lessee.

During the term of this Lease, engineering, legal or other concerns may make it necessary for the relocation and/or reorientation of LESSEE's antennas on the premises. Upon LESSEE's request, LESSOR will work with LESSEE or reasonably

accomplish such relocation and/or orientation. LESSEE shall reimburse LESSOR's reasonable expenses directly related to such relocation and/or reorientation. Should LESSOR (i) be unwilling or unable to allow or (ii) materially hamper such relocation and/or reorientation, LESSEE shall have the right to terminate this Lease upon thirty (30) days notice to LESSOR.

9. DEFAULT:

If the rent or any installment thereof shall remain unpaid more than ten (10) days after receipt by Lessee of notice that such money was not received when it was due, or if Lessee or its assigns shall fail or neglect to keep and perform each and every one of the terms of this Lease Agreement and such failure or neglect continues for more than thirty (30) days (or such longer period as may reasonably be required to correct the default with exercise of due diligence), after written notice from Lessor specifying the default, then at the option of Lessor, Lessee's right of possession shall thereupon end and Lessor may pursue any legal remedies available to Lessor. If Lessor files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition and Lessor prevails in such action, Lessee shall pay all of Lessor's attorney's fees for the services of Lessor's attorney in such collection and court costs, and any and all fees to be fixed by the court.

If Lessor shall fail or neglect to keep and perform each and every one of the covenants, conditions and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence), after written notice from Lessee specifying the default, then Lessee may pursue any legal remedies available to Lessee. If Lessee files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition and Lessee prevails in such action, Lessor shall pay Lessee's reasonable attorney's fees for the services of Lessee's attorney in the action and court costs, all fees to be fixed by the court. No default as hereinabove provided shall be deemed complete unless at the time Lessor or Lessee fails to take any action based upon such alleged default, the same shall remain uncured. The fact that Lessee may cease using its communications equipment at the Leased Premises for a period of time shall not constitute a default of this Lease nor operate as an abandonment of the Leased Premises.

10. INSURANCE:

Lessee shall at all times during the term hereof and at Lessee's sole cost and Expense maintain in effect Workmen s Compensation Insurance and Personal Injury and Property Damage Liability Insurance, to protect against liability for injury or death of any person in connection with the use, operation and condition of the Leased Premises, in an amount not less than One Million Dollars (\$1,000,000) of combined single limit Personal Injury and Property Damage coverage. Such policy shall cover the entire Leased Premises and name Lessor as an additional insured.

11. ENVIRONMENTAL:

Lessor is not aware and has no knowledge of any asbestos or other hazardous substance being on any part of the Water Tank or Property where it expects Lessee, its employees, agents or contractors will be while performing under this Lease.

Lessee agrees, prior to construction, to provide Lessor with information pertaining to any health hazards posed by the operation of Lessee's equipment. Lessor's staff and contractors shall be able to repair and perform maintenance on Water Tank and appurtenances in conditions meeting all workplace safety requirements promulgated by federal and state agencies.

12. INDEMNIFICATION:

Lessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage, which may arise out of Lessee s negligence or willful misconduct in connection with the Leased Premises, excepting, however, such claims or damages as may be attributable in whole or in part to the acts or omissions of the Lessor, or its agents, servants or contractors.

13. NOTICES:

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given when mailed by United States First Class, Registered or Certified Mail, postage prepaid (or another delivery method providing verification of delivery) and addressed to the intended party as follows:

Lessor: Town Manager
Town of Berryville
23 E. Main Street
Berryville, Virginia 22611

Lessee: Triton PCS Property Company, L.L.C.
4880 Sadler Avenue, Suite 300
Glen Allen, Virginia 23060

or such other addresses as either or the parties may designate from time to time by giving written notice as herein required.

14. ASSIGNMENTS OR SUBLETING:

This lease may not be sublet, sold, assigned, or transferred at any time without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may assign or sublet this Lease without the approval of Lessor (i) to any affiliate of Lessee or (ii) in connection with the sale of all or substantially all of the assets or equity interests of Lessee. However, the Lessee shall remain primarily liable under the terms of this Lease.

15. INSPECTIONS:

Lessee shall allow Lessor or its agent, for the purpose of inspecting the Leased Premises, to enter the Leased Premises or any part thereof at any reasonable time and in a manner so as not to interfere with Lessee's use of the Site. Any such inspection shall only be made while Lessor or its agent is accompanied by representative of Lessee.

16. QUIET ENJOYMENT:

Lessee shall be entitled to use and occupy the Leased Premises during the term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by Lessor, or any claiming thereunder.

17. CONDEMNATION:

If all or any part of the Leased Premises, or if all or any part of the Parcel or access right of way to the Leased Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said land, and if said taking in the sole opinion of Lessee renders the Leased Premises unusable for its intended purposes hereunder the, at Lessee's option, this Lease may be declared null and void and of no further force and effect and there will be no further payment of rents except that which may have been due and payable at the time of said taking. In the event of a partial taking and Lessee, in its sole discretion, wishes to maintain its operation, Lessor shall reduce the rental on the Leased Premises by an amount proportionate to the part of the Leased Premises taken by eminent domain or other such legal action.

18. SALE, MORTGAGE, OWNERSHIP OR PARCEL:

Lessor covenants that Lessor is seized of good and sufficient title and interest to the property and has full authority to enter into and execute this Lease. If Lessor is not the owner of the real property forming part of the Leased Premises, Lessor shall supply Lessee the name of such owner and evidence of Lessor's authority from such owner to enter into this Lease.

At Lessor's option, this Lease shall be subordinate to any deed of trust by Lessor which from time to time may encumber all or part of the Leased Premises or right of way thereto; provided, however, every such deed of trust shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and have access to the Leased Premises as long as Lessee is not in default of this Lease. Lessee shall execute whatever instruments may reasonable be required to evidence this subordinate clause. In the event the Site is encumbered by a deed of trust, Lessor, immediately after this option is exercised, will obtain and furnish to Lessee, a non-disturbance instrument for each such deed of trust in recordable form.

Any sale or transfer (including assignment or transfer by law) by Lessor of all or part of the Leased Premises to a third party other than Lessee shall be under and subject to this Lease and Lessee's rights hereunder.

19. GOVERNING LAW:

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Virginia.

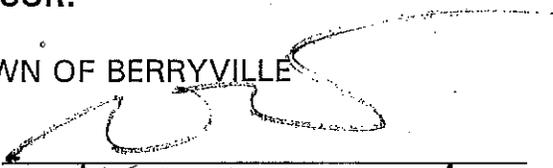
20. MISCELLANEOUS:

This Lease Agreement, consisting of fourteen (14) pages, plus Exhibits A and B contains the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Lease. The invalidation of any one of the terms or provisions of this Lease by judgement or court order shall in no way affect any of the other terms of this Lease which shall remain in full force and effect. Lessor and Lessee agree to execute any additional documents necessary to further implement the purpose and intent of this Lease.

IN WITNESS WHEREOF, the parties hereto have set their hand the _____ day of _____, 2001.

LESSOR:

TOWN OF BERRYVILLE

By: 

Name: KEITH DALTON

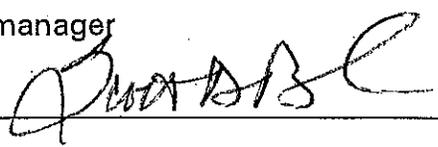
Title: TOWN MANAGER

LESSEE:

TRITON PCS PROPERTY COMPANY L.L.C.

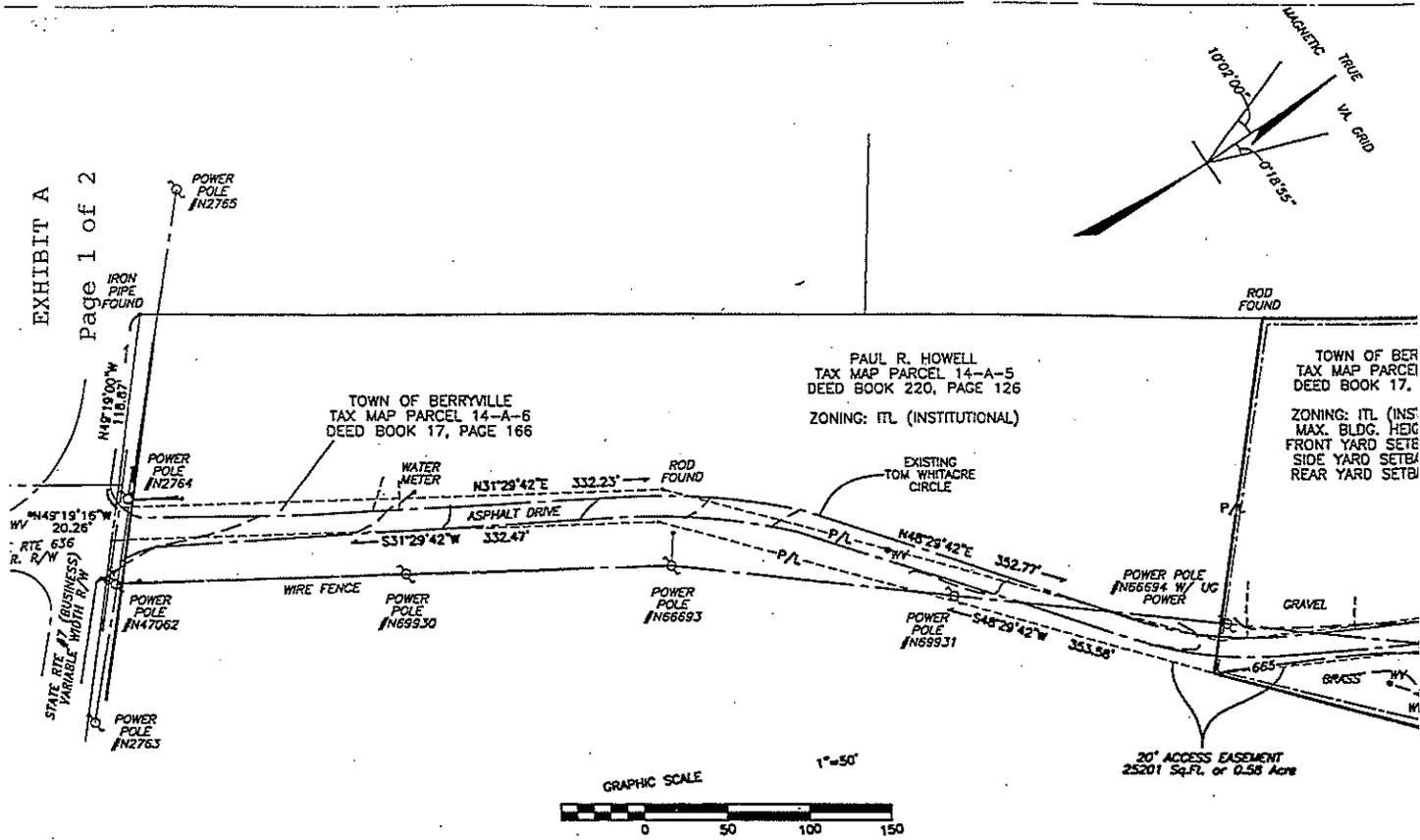
By: TRITON MANAGEMENT COMPANY, INC.

Its manager

By: 

Name: _____

Title: _____



- NOTES:
1. TAX MAP PARCEL # 14-A-5
 2. OWNER: TOWN OF BERRYVILLE, DEED BOOK 17, PAGE 166
 3. TOPOGRAPHIC AND LEASE LIMIT SURVEY AS SHOWN IS BASED ON A CURRENT FIELD SURVEY DATED 02/27/01. THE BOUNDARIES AND AREAS SHOWN OUTSIDE THE LEASE LIMITS WERE COMPILED FROM RECORD DOCUMENTS AND DO NOT REFLECT A SURVEY OF THE PREMISES. DIMENSIONS TO UNSURVEYED PROPERTY LINES ARE APPROXIMATE.
 4. BEARINGS REFERENCED TO NAD 1983, VIRGINIA STATE PLANE COORDINATE SYSTEM, NORTH ZONE. HORIZONTAL DATUM IS NAD 1983 (2C ACCURACY); VERTICAL DATUM IS NAVD 1988 (2C ACCURACY). MAGNETIC DECLINATION IS COMPUTED, NOT OBSERVED.
 5. THIS PROPERTY LIES IN AN AREA DESIGNATED AS ZONE "C" (AN AREA OF MINIMAL FLOODING) AS SHOWN ON FIRM COMMUNITY PANEL # 510036 01-13 DATED 9/24/94.
 6. THE LOCATION OF THE PRESENCE OF WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREA, IF ANY, WAS NOT A PART OF THIS SURVEY. THE LOCATION OF UNDERGROUND TANKS OR UTILITIES WAS NOT A PART OF THIS SURVEY.
 7. AUSTIN BROCKENBROUGH AND ASSOCIATES, ITS PARTNERS OR EMPLOYEES, WILL NOT BE RESPONSIBLE FOR THE PRESENCE OR REMOVAL OF ANY TOXIC WASTES OR MATERIALS ON THE SURFACE, IN ANY STRUCTURE, OR BURIED BENEATH THE SURFACE.
 8. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT REFLECT ALL ENCUMBRANCES UPON THE PROPERTY.
 9. THE TERM "CERTIFY" IS DEFINED AS AN EXPRESSION OF PROFESSIONAL OPINION AND, AS SUCH, NEITHER CONSTITUTES A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.

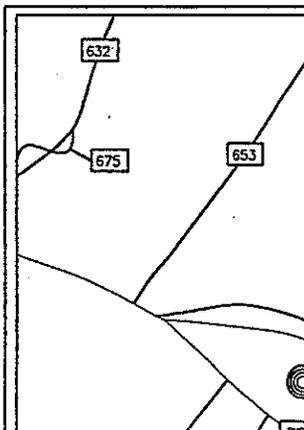


EXHIBIT A

Page 2 of 2

Access Easement

A non-exclusive access easement is granted to the Lessee to access the Lessors Property. Said easement is granted along Tom Whitacre Circle and from Tom Whitacre Circle across all-weather surface (stone or paved) to the gate on the south side of the 60'x80' fenced area, as represented on Page 1 of Exhibit "A".

Utility Easement

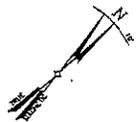
A fifteen (15) foot wide non-exclusive utility easement is granted to the Lessee to construct, maintain, operate and repair underground communication and electrical power lines and systems along the southern, western, and northern property boundaries, as represented on Page 1 of Exhibit "A". Said easement width shall be measured from the property line. No such utility or line shall be installed closer than 5 feet to the existing chain link fence.

Exhibit B

TOWN OF BERRYVILLE REQUIREMENTS

- TANK OWNER IS TOWN OF BERRYVILLE.
- TOWN OF BERRYVILLE OWNER WILL INSPECT THE TANK PRIOR TO DURING AND AT COMPLETION OF ALL CONSTRUCTION WORK.
- BEFORE TO COMMENCING ANY WORK, THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE TANK OWNER.
- IF BRACKET INSTALLATION SHOWN BY R/S-14 SCRATCHES THE TANK, THEN THE CONTRACTOR SHALL REPAIR THE DAMAGE FOR TANK OWNER'S SATISFACTION.
- COST OF TOWN OF BERRYVILLE ENGINEER'S SERVICES FOR PLAN REVIEW AND INSPECTION SHALL BE REIMBURSED BY TRITON PCS.
- THE TANK OWNER MUST VERIFY THAT THE WATER LEVEL IN THE TANK IS NORMAL AT TWO FEET BELOW ANY POINT OF WELDING ON THE WATER TANK, PRIOR TO CONTRACTOR'S WELDING WORK.
- PRIOR TO CONTRACTOR'S WELDING WORK, THE TANK OWNER WILL INSPECT THE INTERIOR OF THE TANK UPON COMPLETION OF THE WELDING WORK BY THE CONTRACTOR. THE TANK OWNER WILL INSPECT THE INTERIOR OF THE TANK TO ENSURE NO DAMAGE HAS DONE TO THE INTERIOR COATING OF THE TANK.
- IF DAMAGE TO THE INTERIOR COATING OCCURS, CONTRACTOR SHALL MAKE NECESSARY REPAIRS IN ACCORDANCE WITH THE RECOMMENDATIONS FROM THE OWNER'S GENERAL SUPERVISOR. THE TANK, IF NECESSARY, WILL BE REPAIRED BY THE CONTRACTOR IN ACCORDANCE WITH THE VIRGINIA DEPARTMENT OF HEALTH REGULATION 9VAC5-590-1000.
- TOUCH-UP PAINTING SHALL BE DONE FOR OWNERS SPECIES AND REQUIREMENTS.
- CONTRACTOR TO COORDINATE WITH TOWN OF BERRYVILLE WITH THE TOWN'S SPECIFIED ENGINEERING FIRM ON SITE, PRIOR TO ANY CONSTRUCTION ON THE TANK.
- TOWN OF BERRYVILLE TO VERIFY THAT WATER LEVELS ARE AT LEAST 2' BELOW ANY POINT OF WELDING ATTACHMENT PRIOR TO WELDING.
- TRITON PCS TO COORDINATE WITH TOWN OF BERRYVILLE ENGINEER FOR THE PERMITS-CONSTRUCTION, APPROPRIATE TRADE PERMITS CONSTRUCTION, PERMITS CONSTRUCTION SIGN-OFF AND ACCEPTANCE AT TRITON'S COST.
- TOWN OF BERRYVILLE WILL PROVIDE PAINT AND COLOR SPECIFICATIONS OF THE TANK. CONTRACTOR SHALL BE RESPONSIBLE TO MATCH THE EXISTING PAINT COLOR. CONTRACTOR SHALL PAINT ALL ANTENNAE, MOUNTS, COAX CABLES AND OTHER APPURTENANCES.

- NORTH ORIENTATION**
- CONTRACTOR SHALL VERIFY IN THE FIELD TRUE NORTH BY MEANS OF SOLAR OBSERVATION PRIOR TO FABRICATION/INSTALLATION OF ANTENNAE MOUNTS.
 - CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCY PRIOR TO START OF CONSTRUCTION.



LEGEND

PROPERTY LAK	---
LEASE LINE	---
EXISTING CONTURST	---
EXISTING NECK CONTOURS	---
EXISTING EDGE OF FANCAVOT	---
EXISTING STORM SEWER	---
EXISTING UTILITY POLE	---
EXISTING DOWNLINE WRECE	---
CHARLUMK FENCE	---
BUT FENCE	---
UNDERGROUND UTILITIES	---
EXISTING TREE LINE	---

- GENERAL NOTES**
- ALL UNDERGROUND UTILITY INFORMATION SHOWN HEREON DETERMINED FROM RESEARCH EXPERTISE. ALL UNDERGROUND UTILITIES SHOULD BE LOCATED IN THE FIELD PRIOR TO COMMENCEMENT OF ALL SITE WORK. CALL 800-851-7000 A MINIMUM OF 72 HRS PRIOR TO PLANNED ACTIVITIES.
 - ALL CONTRACTORS SHALL BE SOLELY RESPONSIBLE FOR WORK PROCEEDING IN A SAFE AND ORDERLY MANNER IN ACCORDANCE WITH THE APPLICABLE CODES AND REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. ALL CONTRACTORS AND/OR THEIR EMPLOYEES MUST IMMEDIATELY NOTIFY THE CONTRACTOR'S MANAGER OF ANY UNSAFE CONDITIONS DURING THE COURSE OF WORK.

DESIGN DATA

1. LAC LOADS WIND GRADE	PER TA/24 222-B BASIC WIND SPEEDS TO MPH
ICE LOADS SEISMIC LOADS	1/2" RADIAL ON ALL COMPONENTS & CABLE FOR ASCE 7-85 MINIMUM DESIGN LOADS FOR REQUIRED & OTHER STRUCTURES
2. DEAD LOADS ANTENNAE ANTENNAE MOUNTING FRAME	100 POUNDS 100 POUNDS
3. TRITON MOUNT MUST HOLD A MINIMUM OF 8 ANTENNAE AND A MINIMUM OF 12 COAX CABLES @ 7 1/2" DIA.	

TECTONIC ENGINEERING CONSULTANTS P.C.

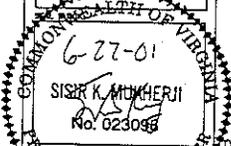
804 Westwood Park Drive, Suite 106
Baltimore, MD 21228 FAX (410)320-7313
(410)320-7313

TRITON PCS, Inc

SunCom
ENGINEER OF RECORD

AMERICAN TOWER
CONTRACTOR

9211 ARBORVIEW PIKE
SUITE 300
ROANOKE, VA 24012
OFFICE: (540) 981-2500



PROJECT NO. _____ DRAWN BY _____ CHECK BY _____
DATE: _____

SUBMITTALS

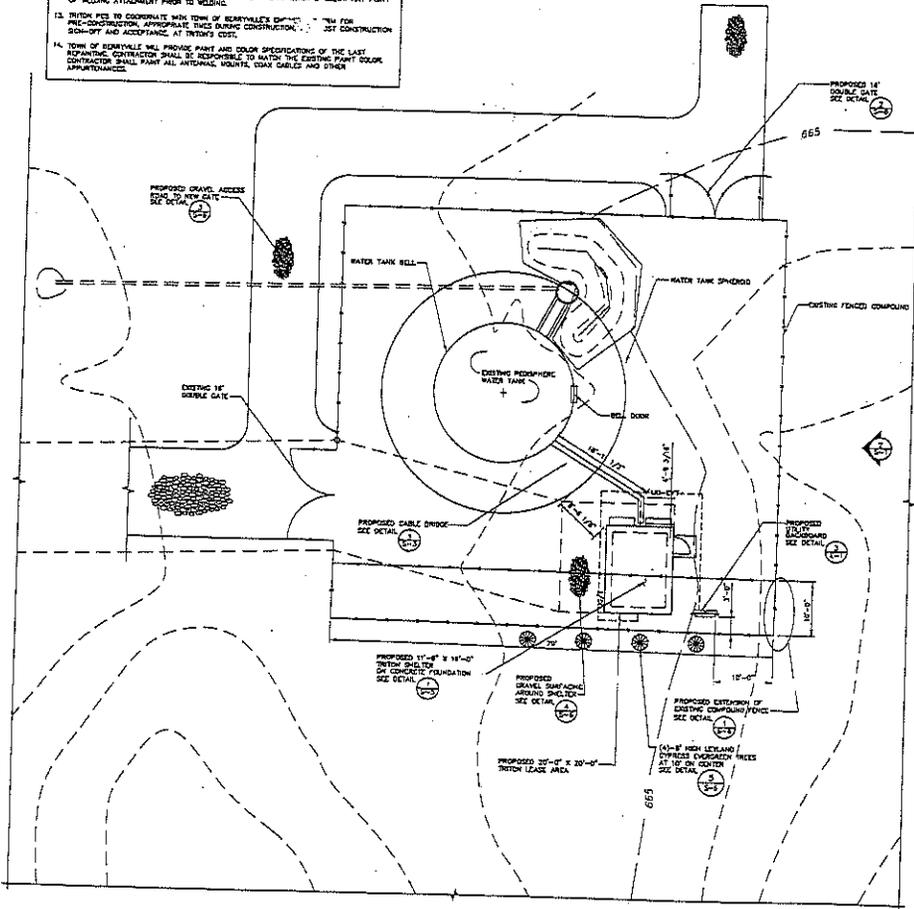
NO.	DATE	ISSUE
1	02-08-01	TV SITE VISIT
2	02-20-01	ISSUED FOR REVIEW (CONTRACT)
3	02-20-01	ISSUED FOR FINAL (CONTRACT)
4	02-27-01	ISSUED FOR FINAL (CONTRACT)
5	02-27-01	ISSUED FOR FINAL (CONTRACT)
6		
7		
8		
9		

GRAPHIC SCALE
0 1 2
ORIGINAL SIZE IN INCHES

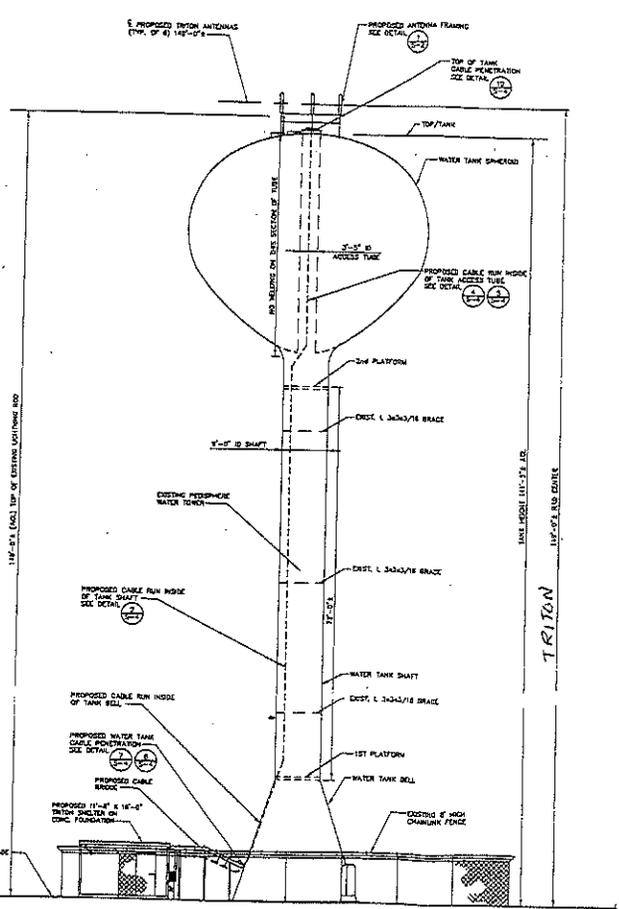
PROJECT: TOWN OF BERRYVILLE
WC-R-927B
201 TOM WHITACRE CIRCLE
BERRYVILLE, VA 22611
CLARKE COUNTY

SITE DETAIL PLAN & ELEVATION

SHEET NUMBER: S-1



1 SITE DETAIL PLAN
SCALE: 1" = 10'



2 ELEVATION
SCALE: 1" = 10'

TOWN OF BERRYVILLE WC-R-927B



Market: Baltimore/Washington
Cell Site Number: VA3405
Cell Site Name: Town of Berryville
Fixed Asset Number: 10068492

FIRST AMENDMENT TO WATER TANK SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATER TANK SITE LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below, is by and between, **Town of Berryville, VA, a Virginia municipal corporation** having a mailing address of ~~23 East main Street~~, Berryville, Virginia, 22611 ("**LESSOR**") and **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, successor in interest to Triton PCS Property Company, LLC, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**LESSEE**").

WHEREAS, Lessor and Lessee entered into a Water Tank Site Lease Agreement dated June 29, 2001, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property situated off Tom Whitacre Circle adjacent to the Town of Berryville, in Clarke County, Virginia ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. Additional Antennas.** Landlord consents to the installation and operation of three (3) additional antennas, associated cables and equipment as more completely described on attached Exhibit B-1. Landlord's execution of this Amendment will signify Landlord's approval of Exhibit B-1. Exhibit B-1 hereby replaces Exhibit B to the Water Tank Site Lease Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Rent shall be increased by Two Hundred Dollars (\$200.00) per month, subject to adjustments as provided in the Water Tank Site Lease Agreement. Upon Lessees removal of additional antennas, Rent will revert to the original rate, subject to adjustments as provided in the Water Tank Site Lease Agreement, upon thirty (30) days' prior written notice to Lessor.
3. **Notices.** Section 13 of the Water Tank Site Lease Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: 3405; Cell Site Name: Town of Berryville (VA)
 FA No: 10068492
 12555 Cingular Way, Suite 1300,
 Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site #: 3405; Cell Site Name: Town of Berryville (VA)
 FA No: 10068492
 15 East Midland Ave.
 Paramus, NJ 07652

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Town Manager
 Town of Berryville
 ~~23 East Main Street~~
 Berryville, VA 22611

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Lessor and lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. Memorandum of Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

6. Other Terms and Conditions Remain In the event of any inconsistencies between the Water Tank Site Lease Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

7. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

“LESSOR”

Town of Berryville

By: _____
Name: _____
Title: _____
Date: _____

“LESSEE”

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

LESSEE ACKNOWLEDGEMENT

STATE OF VIRGINIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name and title of officer or agent) of _____ a _____ (state or place of incorporation) limited liability company, on behalf of the limited liability company.

Notary Public

Printed Name: _____

My Commission Expires: _____

LESSOR ACKNOWLEDGEMENT

Corporation:

STATE OF VIRGINIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name and title of officer or agent) of _____ a _____ (state or place of incorporation) corporation, on behalf of the corporation.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT B-1

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

ATTACHMENT 1

MEMORANDUM OF LEASE

Prepared by:

***Bechtel
9200 Berger Road
Columbia, MD 21046***

Return to:

**New Cingular Wireless PCS, LLC
12555 Cingular Way
Suite, 1300
Alpharetta, GA 30004
Attn: Network Real Estate Administration**

**Re: Cell Site #3405; Cell Site Name: Town of Berryville
Fixed Asset Number: 10068492
State: Virginia
County: Clarke**

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between **Town of Berryville, VA, a Virginia municipal corporation** having a mailing address of ~~23 East main~~ Street, Berryville, Virginia, 22611 ("**LESSOR**") and **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, successor in interest to Triton PCS Property Company, LLC, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**LESSEE**").

1. Landlord and Tenant entered into a certain Water Tank Site Lease Agreement ("**Agreement**") on the 29th day of June, 2001, as amended by that certain FIRST Amendment to Water Tank Site Lease Agreement for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be four (4) years eleven (11) months ("**Initial Term**") commencing on the Effective Date of the Agreement, with three (3) successive four (4) years eleven (11) months year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit A** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LESSOR"

By: _____
Print Name: _____
Its: _____
Date: _____

"LESSEE"

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGEMENT

STATE OF VIRGINIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name and title of officer or agent) of _____ a _____ (state or place of incorporation) limited liability company, on behalf of the limited liability company.

Notary Public

Printed Name: _____

My Commission Expires: _____

Serial Number, if any: _____

LANDLORD ACKNOWLEDGEMENT

Corporation:

STATE OF VIRGINIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name and title of officer or agent) of _____ a _____ (state or place of incorporation) corporation, on behalf of the corporation.

Notary Public

Printed Name: _____

My Commission Expires: _____

Serial Number, if any: _____

EXHIBIT A

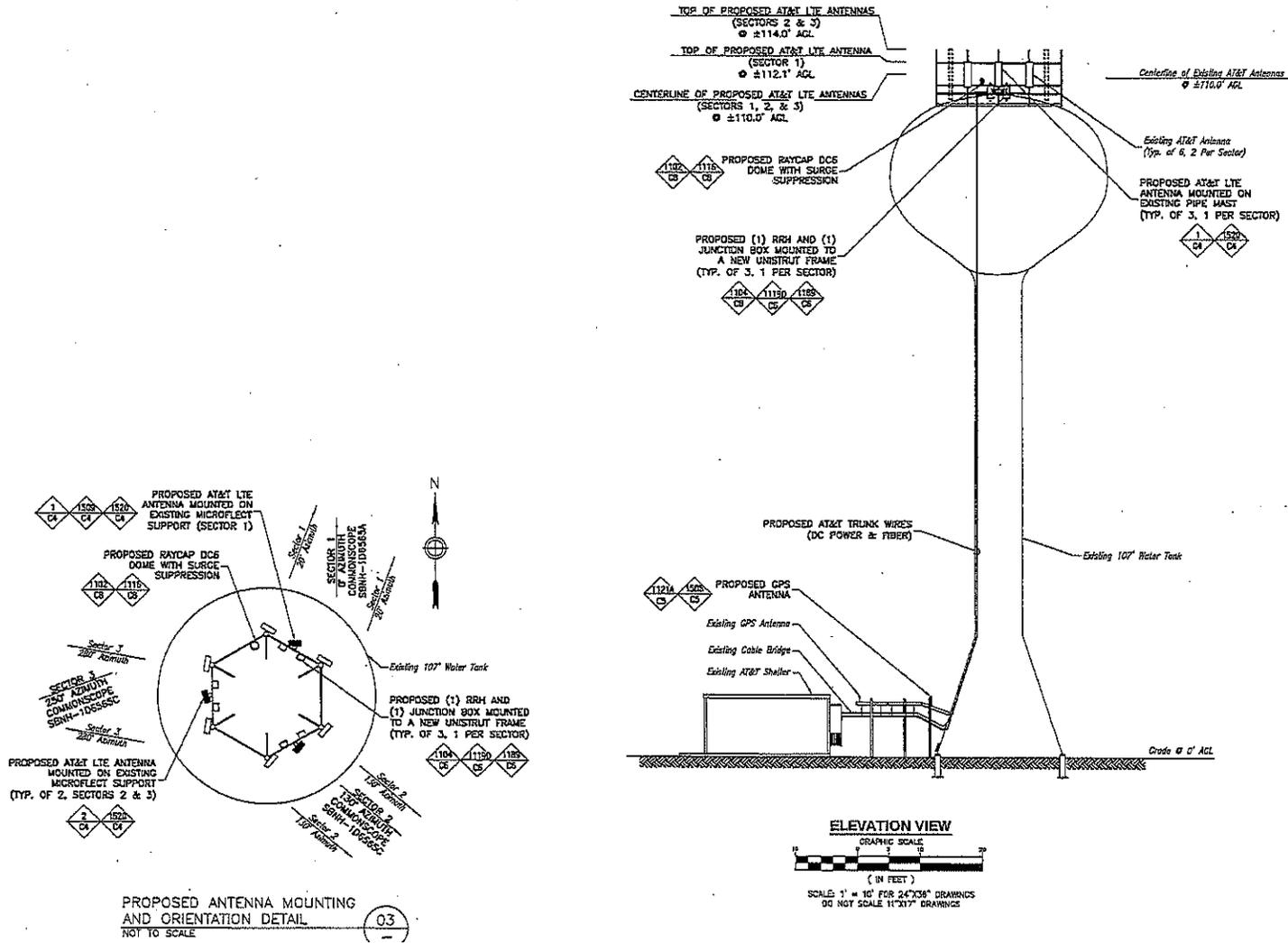
DESCRIPTION OF PREMISES

Page _____ of _____

to the Memorandum of Lease dated _____, 20____, by and between Town of Berryville, as Lessor, and New Cingular Wireless PCS LLC, a Delaware liability company, as Lessee.

The Premises are described and/or depicted as follows:

Exhibit B-1



Attachment 4

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Regular Meeting
February 10, 2016
7:30 p.m.

Town Council: Present-Wilson Kirby, Mayor; Harry Lee Arnold, Jr., Recorder; Allen Kitselman; Doug Shaffer; David Tollett; Bryant Condrey

Staff: Keith Dalton, Town Manager; Christy Dunkle, Assistant Town Manager/Planner; Desiree Moreland, Assistant Town Manager/Finance; Neal White, Chief of Police; Ann Phillips, Town Clerk

Press: Val Van Meter, Winchester Star

1. Call to Order

Mayor Kirby called the meeting to order at 7:30 p.m.

2. Pledge of Allegiance

3. Public Hearings

A. **Spot Blight Abatement Plan**

Proposed adoption of a Spot Blight Abatement Plan concerning the repair or other disposition of a blighted property pursuant to Section 5-5, Spot Blight Abatement, Code of the Town of Berryville for the structure(s) and property located at 203 Moore Drive (Tax Map Parcel 14A2-((10)-B-30).

The Mayor recognized Pat Dickinson of 413 Montgomery Court, Berryville, who said she cannot imagine living on Moore Drive and seeing the burned out home every day. She asked Council to pass the Spot Blight Abatement plan saying it will help, and added that Council should not stop at taking the building down, but should also rebuild the home.

Mayor Kirby recognized Donna Marie McDonald of 101 Cameron Street, Berryville, who represents the Battletown Homeowners Association. She said the FNMA contractors did not come shore up the burned property as planned. She said letting the burned property sit is setting a bad precedent for the Town.

B. **Proposed Text Amendment to Berryville Zoning Ordinance**

A.C. Echols, Agent, requests approval of a Text Amendment to Article VI, Section 610.2 of the Zoning Ordinance in order to increase the square footage of a convenience store as an accessory use to automobile service and repair establishments (including gas stations) from 2,000 square feet to 5,500 square feet, in the Business Commercial (BC) zoning district.

Mayor Kirby recognized Alton Echols of 400 Custer Court, Berryville, who is requesting an increase in the square footage of a convenience store as an accessory use to automobile service and repair establishments from 2000 to 5500 square feet in the Business Commercial zoning district. Mr. Echols listed corrections to the convenience stores sizes provided by staff in the packet. He said he disagrees

with the staff recommendation and that stores ideally need 4500 square feet. He said his proposed gas/convenience store will attract other development in the area.

- C. **Proposed Text Amendment to the Berryville Zoning Ordinance**
Proposed Text Amendments to Article V, Section 505, Provisions for Appeal, in order to conform to the Code of Virginia

No one signed up to speak on the issue.

Upon motion of Council member Shaffer, seconded by Recorder Arnold, the public hearings were closed.

4. Approval of Minutes

Upon motion of Recorder Arnold, seconded by Council Member Kitselman, the minutes of the January 12, 2016 meeting were approved as follows:

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Bryant Condrey
Allen Kitselman
Douglas Shaffer
David Tollett

Nay – None
Absent – None

5. Citizens' Forum

Mayor Kirby recognized Diana Kincannon of 294 Milton Valley Lane, Berryville, who is the Chairman of the Barns of Rose Hill. Ms. Kincannon provided a summary of recent programs and activities at the Barns and thanked the Council for supporting the Barns.

The Mayor recognized Christina Kraybill of 317 First Street, Berryville, who as a resident and business owner, thanked Public Works employees for a great job during the January snow storm. She said she represents Berryville Main Street and updated the Council on recent events and activities of the organization. She noted the upcoming Economic Vitality workshop and highlighted the work involved in preparation for the event. Ms. Kraybill said that Berryville Main Street is aware that some of the trees they planted are in distress and the organization will be working on that issue. She concluded by listing three new endeavors: small ghost tours to be held in conjunction with Music in the Park; distribution of welcome bags to new residents through the Fire House Gallery; and a Meet and Greet held monthly in a local restaurant.

Mayor Kirby recognized Bonnie Echols of 400 Custer Court, Berryville, who said she wished to second the previous comments about the good job of the Public Works employees. She delivered a copy of prepared remarks from Dan Garrett who was unable to attend the meeting. Ms. Echols said she represents Citizens for Good Government and wished to address the 2016 Berryville Area Plan draft. She listed three deficiencies as a failure to plan adequately for moderate and affordable single family attached or multi-family townhomes and senior apartments, a failure to plan for a neighborhood shopping area for convenience shopping, and a failure to plan for local jobs. She asked Council to have

several community forums and community discussions in the four wards before going to the public hearing phase.

The Mayor recognized Alton Echols of 400 Custer Court, Berryville, who said he was speaking on behalf of the Special Exception. He said the Virginia Code says a permit request may have the number of units reduced, but not increased. He said if he gets the special exception for the 60 units, he will resubmit his plan, it will save time, and he will finish the development with quad-plexes.

6. Report of Wilson Kirby, Mayor

The Mayor welcomed newly appointed Council member, J. Bryant Condrey.

Mayor Kirby said that Master Patrol Officer Joey Adams retired at the end of December. He asked the Clerk to read a resolution in recognition of Officer Adams, and presented a mounted copy of the resolution to Master Patrol Officer Adams.

The Mayor recognized Josh Roller of Robinson Farmer Cox who reviewed the audit of the fiscal year ended June 30, 2015. Mr. Roller stated that Robinson Farmer Cox had issued an unqualified opinion, the best that can be issued. Council member Condrey inquired about the reference to GASB No. 68, and Mr. Roller replied that liability was being transferred from the state to the local government level. He noted that this is a change that will occur in audits throughout the Commonwealth.

7. Report of Christy Dunkle, Asst. Town Manager for Community Development

A. Spot Blight Abatement Plan

Mr. Dalton provided a summary saying he has been in contact with FNMA and their contractor is not willing to place tools, materials, or workers on the second floor of the burned structure because it is not safe. He said the FNMA now proposes to place a special black tarp over the open areas and secure the site, while placing it on the market by the end of next week. Mr. Dalton said the Town Council has two options as he sees it: move forward with the blight abatement plan and bring the building down to the foundation, or wait and see if FNMA is able to sell the property to someone who will rebuild it. Council member Kitselman noted the implications of an exposed party wall. Mr. Dalton said the plan will address the issue of the untreated block wall. Council member Kitselman asked what the amount of a lien on the property would be if the Town had the demolition completed. Mr. Dalton replied it would be in the \$20,000 range. There was discussion of the options. Council member Shaffer suggested moving forward with the paperwork to have an engineer review the demolition option, hoping that FNMA will market the property in the meantime. Council member Kitselman asked if passing the blight abatement plan would cause FNMA to do more, and Mr. Dalton said it would not. **Council member Shaffer moved that the Council of the Town of Berryville authorize the Town Manager to move forward to start collecting prices for the demolition of 203 Moore Drive and to spend as needed on engineering to plan the demolition. Council member Kitselman seconded the motion which carried as follows:**

- Aye – Wilson Kirby
- Harry Lee Arnold, Jr.
- Bryant Condrey
- Allen Kitselman
- Douglas Shaffer
- David Tollett

- Nay – None
- Absent – None

Mr. Dalton thanked the HOA for their patience saying they have been good to work with and are in a difficult spot.

B. Proposed Text Amendment to Berryville Zoning Ordinance, Article VI, Section 610.2
The Council and Ms. Dunkle discussed the proposed amendment. Ms. Dunkle noted that this was a complicated request and has been a moving target with several changes since it began. She said parking and the scale of the project are issues that are continuing to change. Mr. Dalton suggested that Council allow staff additional time working with the Planning Commission and the applicant saying there may be a better option than approving 3000' square feet as has been recommended.

C. Proposed Text Amendment to the Berryville Zoning Ordinance, Article V, Section 505
Ms. Dunkle reviewed the recommended changes and said the BZA met with Town Attorney Robert Mitchell for an update on the text amendment. She said the changes conform to the Code of Virginia, with staff adding some language allowing the zoning administrator to make an administrative determination on variance requests that meet certain criteria. Mr. Dalton added that the BZA acts a quasi-judicial body with the new language intended to have the one making an appeal on a similar standing as the zoning administrator. He noted the reference to ex parte conversations will include those of Council members. He concluded by saying staff will also be reviewing legal representation for the BZA and Council.

Recorder Arnold moved that the Council of the Town of Berryville repeal and readopt Section 505 as follows of the Berryville Zoning Ordinance in order to implement new and amend current requirements regarding administrative procedures and standard of review for variances and appeals by the Board of Zoning Appeals in order to comply with recent amendments to the Code of Virginia and to allow for the Zoning Administrator to grant a modification from physical requirements on a lot or parcel of land as established in Section 505.7. Council member Shaffer seconded the motion which carried as follows:

Aye – Wilson Kirby
Harry Lee Arnold, Jr.
Bryant Condrey
Allen Kitselman
Douglas Shaffer
David Tollett

Nay – None
Absent – None

AN ORDINANCE AMENDING
ARTICLE V, SECTION 505
OF THE TOWN OF BERRYVILLE ZONING ORDINANCE

BE IT ORDAINED, by the Council of the Town of Berryville, that Article V, Administration and Enforcement, Section 505 Administration, Enforcement, Appeals, Variances, and Amendments, of the Town of Berryville Zoning Ordinance shall be repealed and readopted as follows:

ARTICLE V – ADMINISTRATION AND ENFORCEMENT
SECTION 505 – BOARD OF ZONING APPEALS

There shall be established a Board of Zoning Appeals (Board) that shall consider appeals, variances, and zoning map interpretations.

505.1 ORGANIZATION AND PROCEDURES

- (a) **Membership**
The Board shall consist of five residents of the Town of Berryville, appointed by the Circuit Court of Clarke County. Members of the Board shall hold no other public office in the locality except that one may be a member of the Berryville Planning Commission.
- (b) **Alternate Members**
The Town Council may request the Circuit Court of Clarke County to appoint not more than three alternates to the Board of Zoning Appeals, pursuant to the provisions of Virginia Code § 15.2-2308(A).
- (c) **Terms of Office**
The terms of office for members of the Board shall be for five years each except that original appointments shall be made for such terms that the term of one member shall expire each year. The Secretary of the Board shall notify the court at least thirty (30) days in advance of the expiration of any term of office, and shall also notify the Court promptly if any vacancy occurs. Appointments to fill vacancies shall be only for the unexpired portion of the term. Members may be reappointed to succeed themselves. A member whose term expires shall continue to serve until his/her successor is appointed and qualifies.
- (d) **Officers**
With the exception of its Secretary and the alternates, the Board shall elect from its own membership its officers who shall serve annual terms as such and may succeed themselves. The Board may elect as its Secretary either one of its members or a qualified individual who is not a member of the Board, excluding alternate members. A Secretary who is not a member of the Board shall not be entitled to vote on matters before the Board.
- (e) **Quorum**
For the conduct of any hearing, a quorum shall be not less than a majority of all the members of the Board.
- (f) **Procedures**
The Board may make, alter, and rescind rules and forms for its procedures, consistent with County ordinances and general laws of the Commonwealth.
- (g) **Records**
The Board shall keep minutes and a full record of its proceedings and other official actions, which shall be filed in the office of the Board and shall be public records.
- (h) **Report**
The Board shall submit a report of its activities to the governing body at least once each year.
- (i) **Witnesses**
The Chairman of the Board, or the acting Chairman in the Chairman's absence, may compel attendance of witnesses and administer oaths of witnesses.
- (j) **Employees**
Within the limits of funds appropriated by the Town Council, the Board may employ or contract for secretaries, clerks, legal counsel, consultants, and other technical and clerical services.
- (k) **Compensation**
Members of the Board may receive such compensation as may be authorized by the Town Council.
- (l) **Removal**
Any Board member or alternate may be removed for malfeasance, misfeasance, or nonfeasance in office, or for other just cause, by the Court that appointed the member or alternate, after a hearing held after at least fifteen (15) days notice.
- (m) **Meetings**
The Board by resolution may fix a schedule of regular meetings, and may also fix the day or days to which any meeting shall be continued if the Chairman, or Vice Chairman is unable to act, finds and declares that weather

or other conditions are such that it is hazardous for members to attend the meeting. Such findings shall be communicated to the members and the press as promptly as possible. All hearings and other matters previously advertised for such meeting in accordance with Virginia Code § 15.2-2312 shall be conducted at the continued meeting and no further advertisement shall be required.

(n) Hearings – Procedures

1. The non-legal staff of the Town Council may have ex parte communications with a member of the Board prior to the hearing but may not discuss the facts or law relative to the case before the Board. The applicant, landowner, or their agent or attorney may have ex parte communications with a member of the Board prior to the hearing but may not discuss the facts or law relative to the case before the Board. If any ex parte discussion of facts or law in fact occurs, the party engaging in such communication shall inform the other party as soon as practicable and advise the other party of the substance of such communication. For purposes of this section, regardless of whether all parties participate, ex parte communications shall not include (i) discussions as part of a public meeting or (ii) discussion prior to a public meeting to which staff of the governing body, the applicant, landowner, or their agent or attorney are all invited. For purposes of this section, “non-legal staff of the Town Council” shall mean any staff who is not in the office of the attorney for the Town, or for the Town Council, or who is appointed by special law or pursuant to § 15.2-1542. Nothing in this section shall preclude the Board from having ex parte communications with any attorney or staff of any attorney where such communication is protected by the attorney-client privilege or protection of confidentiality.
2. Any materials relating to the case before the Board, including a staff recommendation or report furnished to a member of the Board, shall be made available without cost to an applicant, appellant, or other person aggrieved under § 15.2-2314, as soon as practicable thereafter, but in no event less than three business days of providing such materials to a member of the Board. If the applicant, appellant, or other person aggrieved under § 15.2-2314 requests additional documents or materials to be provided by the locality other than those materials provided to the Board, such request shall be made pursuant to § 2.2-3704. Any such materials furnished to a member of the Board shall also be made available for public inspection pursuant to Subsection F of § 2.2-3707.
3. At a hearing the Board shall offer an equal amount of time to the applicant, appellant, or any other person aggrieved under § 15.2-2314, and the Town staff.

(o) Appeal of Decision of Board

Any person or persons jointly or severally aggrieved by any decision of the Board, or any aggrieved taxpayer, or any officer, department, board, or bureau of the locality, may file with the Clerk of the Clarke County Circuit Court a petition specifying the grounds on which aggrieved within 30 days after the final decision of the Board.

505.2 APPEAL OF DECISION OF BOARD

Any person or persons jointly or severally aggrieved by any decision of the Board, or any aggrieved taxpayer, or any officer, department, board, or bureau of the locality, may file with the Clerk of the Clarke County Circuit Court a petition specifying the grounds on which aggrieved within 30 days after the final decision of the Board.

505.3 APPEALS OF ADMINISTRATIVE DETERMINATIONS

- (a) The Board shall hear and decide appeals from any order, requirement, decision, or determination made by an administrative officer in the administration or enforcement of the Zoning Ordinance. The decision on such appeal shall be based on the Board’s judgment of whether the administrative officer was correct. The determination of the administrative officer shall be presumed to be correct. At a hearing on an appeal, the administrative officer shall explain the basis for their determination after which the appellant has the burden of proof to rebut such presumption of correctness by a preponderance of the evidence. The Board shall consider any applicable ordinances, laws, and regulations in making its decision. For purposes of this section, “determination” means any order, requirement, decision, or determination made by an administrative officer. Any appeal of a determination to the Board shall be in compliance with this section, notwithstanding any other provision of law, general or special.
- (b) An appeal to the Board may be taken by any person aggrieved or by any officer, department, board, or bureau of the Town affected by any decision of the Zoning Administrator, or from any order, requirement, decision or determination made by any other administrative officer in the administration or enforcement of the Zoning Ordinance, or any modification of zoning requirements pursuant to Virginia Code § 15.2-2286.
- (c) Any written notice of a zoning violation of any written order or administrative determination of the Zoning Administrator shall include a statement informing the recipient of the of the recipient’s right to appeal the notice

of zoning violation or the written order or administrative determination within 30 days, and that the decision shall be final and unappealable if not appealed within 30 days. The appeal period shall not commence until the statement is given. The appeal shall be taken within 30 days after the decision appealed from by filing with the Zoning Administrator, and with the Board, a notice of appeal specifying the grounds thereof. The Zoning Administrator shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken.

- (d) An appeal shall stay all proceedings in furtherance of the action appealed from unless the Zoning Administrator certifies to the Board that by reason of facts stated in the certificate a stay would in his/her opinion cause imminent peril to life or property, in which case proceedings shall not be stayed other than by a restraining order granted by the Board or by a court of record, on application and on notice to the Zoning Administrator and for good cause shown.
- (e) The Board shall fix a reasonable time for hearing an appeal, and shall give public notice and hold a public hearing as provided by Virginia Code § 15.2-2204. However, when giving any required notice to the owners, their agents, or the occupants of abutting property and property immediately across the street or road from the property affected, the Board may give such notice by first-class mail rather than by registered or certified mail.
- (f) The Board shall make its decision within 90 days of the filing of the appeal, unless the appellant and the Board mutually agree upon an extended period.
- (g) In exercising its powers, the Board may reverse or affirm, wholly or partly, or may modify, an order, requirement, decision, or determination appealed from.
- (h) The concurring vote of a majority of the membership of the Board shall be necessary to reverse any order, requirement, decision, or determination of an administrative officer.

505.4 VARIANCES

- (a) The Board shall hear upon appeal or original application in specific cases requests for variances, as defined in Virginia Code § 15.2-2201, from the terms of this ordinance. A variance shall not include a change in use.
- (b) Any property owner, tenant (with the written consent of the property owner), government official, department, board or bureau may make application for a variance. Applications shall be made to the Zoning Administrator in accordance with rules adopted by the Board. The application and accompanying maps, plans, or other information shall be transmitted promptly to the Secretary of the Board, who shall place the matter on the docket to be acted upon by the Board.
- (c) The Zoning Administrator shall also transmit a copy of the application to the Planning Commission, which may send a recommendation to the Board or appear as a party at the hearing.
- (d) No variance shall be considered except after public notice and hearing as required by Virginia Code § 15.2-2204. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the Board may give such notice by first class mail rather than by registered or certified mail.
- (e) Action on Variance Application
 1. The burden of proof shall be on the applicant for a variance to prove by a preponderance of the evidence that the application meets the standards for a variance as defined in Virginia Code § 15.2-2201 and the criteria set out in this section.
 2. Notwithstanding any other provision of law, general or special, a variance shall be granted if the evidence shows that the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the ordinance, and;
 - (a) the property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance;
 - (b) the granting of the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area;
 - (c) the condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance;
 - (d) the granting of the variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property; and
 - (e) the relief or remedy sought by the variance application is not available through a special exception process that is authorized in the ordinance pursuant to subdivision 6 of § 15.2-2309 or the process of modification of a zoning ordinance pursuant to subdivision A4 of § 15.2-2286 at the time of the filing of the variance application.
 - (f) The concurring vote of a majority of the membership of the Board shall be necessary to approve a variance.

- (g) In granting a variance the Board shall tailor the variance to provide the minimum variance necessary to alleviate the hardship, and the Board may impose such conditions regarding the location, character, and other features of the proposed structure or use, as it may deem necessary in the public interest. The Board may require a guarantee or bond to ensure that the conditions imposed are being and will continue to be complied with.
- (h) The Board will not consider substantially the same application within one (1) year of previous Board action.

505.5 ZONING MAP INTERPRETATIONS

The Board shall hear and decide applications for interpretations of the zoning district map where there is any uncertainty as to the location of a district boundary. After notice to the owners of the property affected by the question, and after public hearing with notice as required by Virginia Code § 15.2-2204, the Board may interpret the map in such way as to carry out the intent and purpose of the ordinance for the particular section or district in question. However, when giving any required notice to the owners, their agents, or the occupants of abutting property and property immediately across the street or road from the property affected, the Board may give such notice by first-class mail rather than by registered or certified mail. The Board shall not have the power to change substantially the locations of district boundaries as established by ordinance. The concerning vote of a majority of the membership of the Board shall be necessary to decide in favor of the applicant.

505.6 LIMITATIONS ON POWERS OF BOARD

The Board shall not have the power to rezone property or to base Board decisions on the merits of the purpose and intent of Town ordinances duly adopted by the Town Council.

506 MODIFICATIONS

- (a) The Zoning Administrator may grant a modification from any provision contained in the Zoning Ordinance with respect to physical requirements on a lot or parcel of land, including but not limited to size, height, location or features of or related to any building, structure, or improvements if the Administrator finds in writing that:
 1. the strict application of the ordinance would produce undue hardship;
 2. such hardship is not shared generally by other properties in the same zoning district and the same vicinity; and
 3. the authorization of the modification will not be of substantial detriment to adjacent property and the character of the zoning district will not be changed by the granting of the modification.
- (b) The Zoning Administrator may not grant a modification that is more than 10% of a regulation standards.
- (c) Before the granting of a modification, the Zoning Administrator shall give, or require the applicant to give, all adjoining property owners written notice of the request for modification, and an opportunity to respond to the request within 21 days of the date of the notice. Before the granting of a modification, the Zoning Administrator shall consult with the Chair and Vice Chair of the Board of Zoning Appeals.
- (d) The Zoning Administrator shall make a decision on the application for modification and issue a written decision with a copy provided to the applicant and any adjoining landowner who responded in writing to the notice sent pursuant to this paragraph. The Zoning Administrator shall provide a copy of a written decision to the Board of Zoning Appeals within five working days from making the decision.
- (e) The decision of the Zoning Administrator may be appealed to the Board of Zoning Appeals as provided in Section 505.3 of this Ordinance.

SECTION 507 VIOLATION AND PENALTY

507.1 All departments, officials, and public employees of this jurisdiction who are vested with the duty or authority to issue permits or licenses shall conform to the provisions of this Ordinance. They shall issue permits for uses, buildings, or purposes only when they are in harmony with the provisions of this Ordinance. Any such permit, if issued in conflict with the provisions of this Ordinance, shall be null or void.

507.2 Any person, firm, or corporation, whether as principal, agent, employee, or otherwise, violating, causing, or permitting the violation of any of the provisions of this Ordinance, shall be guilty of a misdemeanor and, upon conviction thereof, may be fined up to one thousand dollars (\$1,000). Such person, firm, or corporation shall be deemed to be guilty of a separate offense for each and every day during which any portion of any violation

of this Ordinance is committed, continued, or permitted by such person, firm, or corporation, and shall be punishable as herein provided.

SIGNED: _____
Wilson Kirby, Mayor

ATTEST: _____
Harry Lee Arnold, Jr., Recorder

+ + + + + + + + + + +

By consensus, Council set a public hearing for March 8, 2016 for a Special Use Permit under Section 614.3(c) of the Berryville Zoning Ordinance in order to construct a 120-unit multifamily apartment complex in the Older Person Residential (OPR) Zoning District on Tax Map Parcel number 14-5-251B zoned OPR in the Town of Berryville.

Ms. Dunkle said staff is requesting a work session on the Berryville Area Plan updated draft and that possible dates will be sent out.

Ms. Dunkle said the Local Government Challenge Grant is available through the Virginia Commission for the Arts. She said she contacted the Barns and the Clarke County Community Band to gauge their interest. She said Berryville Main Street is identified as the recipient in the draft application as the Barns and the Community Band are under the County's application. **Recorder Arnold moved that the Council of the Town of Berryville authorize the Town Manager to sign and submit the application for the Virginia Commission for the Arts' Local Government Challenge Grant identifying Berryville Main Street as the recipient of the grant, requiring that all marketing material include both Virginia Commission for the Arts (VCA) and National Endowment for the Arts (NEA) logos for projects funded with this grant, per the terms of the VCA. Matching grant funds shall be appropriated from the Town's annual contribution to Berryville Main Street. Council member Kitselman seconded the motion which carried as follows:**

- Aye – Wilson Kirby
- Harry Lee Arnold, Jr.
- Bryant Condrey
- Allen Kitselman
- Douglas Shaffer
- David Tollett

- Nay – None
- Absent – None

Ms. Dunkle noted the draft amendment regarding establishing a tourism zone. By consensus, the Council forwarded the matter to the Community Improvements Committee and requested they bring recommendations to Council at the March meeting.

Ms. Dunkle provided an update on the Tourist Oriented Directional and Wayfinding signs, and requested that the Community Improvements Committee discuss it at their next meeting.

8. Report of Keith Dalton, Town Manager

Mr. Dalton thanked Town employees, especially Public Works, Public Utilities, and the Police Department for the long hours and extra effort during the January snow storm. He said the level of cooperation with the County was high, and that EMS Director Frank Davis had been very helpful. Mr. Dalton also praised the efforts of Enders Fire and Rescue, VDOT, and the National Guard. He said Town staff is compiling information from the After Action Review of the storm efforts.

9. Report of H. Allen Kitselman, III – Berryville Area Development Authority Liaison

Council member Kitselman said the staff had done a great job on updating the Berryville Area Plan.

10. Report of Harry Lee Arnold, Jr., - Chair, Budget and Finance Committee

Recorder Arnold said staff is working on the budget and committee meetings will begin in March.

11. Report of H. Allen Kitselman, III - Chair, Community Improvements Committee

Council member Kitselman said the letters to Senator Vogel and Delegate LaRock asking for help with funding the wayfinding and tourist oriented directional signage will be sent shortly. He noted a new downtown activity, the Thursday Lunchbox Jam, includes live music from noon-1:00 pm on Thursdays at the Fire House Gallery.

12. Report of Douglas A. Shaffer – Planning Commission Liaison

Council member Shaffer had nothing to report in addition to staff's report.

13. Report – Police and Security Committee

Council member Tollett said the committee will meet in March. Chief White thanked Council for passing the resolution recognizing Officer Adams.

14. Report of Wilson Kirby – Chair, Streets and Utilities Committee

Mayor Kirby said he had heard nothing but praise for the Public Works effort cleaning the streets in the recent storm.

15. Report of Harry Lee Arnold, Jr. – Chair, Personnel Committee

Recorder Arnold reported that all positions are currently filled.

16. Other

Council member Condrey thanked the staff for updating the website saying it is an important communication tool for many in Town.

Adjourn

There being no other business, upon motion of Recorder Arnold, seconded by Council member Shaffer, the meeting was adjourned at 9:12 p.m.

Wilson Kirby, Mayor

Harry Lee Arnold, Jr., Recorder

Attachment 5

TOWN COUNCIL
MOTION FOR APPROVAL:
ADOPTION OF PROCLAMATION REGARDING
DISABILITY AWARENESS WEEK 2016

Date: March 8, 2016

Motion By:

Second By:

I hereby move that the Council of the Town of Berryville adopt the attached Proclamation declaring the week of April 9-15, 2016 as disABILITY Awareness Week, and calling this observance to the attention of all our citizens, and urging all residents to honor this occasion.

VOTE:

Aye:

Nay:

Absent:

ATTEST: _____
Harry Lee Arnold, Jr., Recorder

Proclamation

WHEREAS, the United States Congress enacted the Americans with Disabilities Act in 1990, prohibiting discrimination against people with disabilities in employment, public accommodations, transportation and telecommunications; and

WHEREAS, the Commonwealth of Virginia enacted the Virginians with Disabilities Act in 1985 to assure equal opportunity to persons with disabilities in the Commonwealth, and it is the policy of this Commonwealth to encourage and enable persons with disabilities to participate fully and equally in the social and economic life of the Commonwealth and to engage in remunerative employment; and

WHEREAS, people with disabilities often overcome common misunderstandings about their circumstances and make valuable contributions to their families and communities; and

WHEREAS, disability is a natural part of the human experience, and individuals with disabilities deserve the same rights as their peers to live independently, enjoy self-determination, make choices, contribute to society and participate fully in the American experience; and

WHEREAS, the community plays a central role in enhancing the lives of people with disabilities, and people with disabilities benefit from having a network of supportive friends and family, accommodating employers and community leaders who are aware of the needs and abilities of people with disabilities; and

WHEREAS, millions of people in the United States have disabilities and we all must make a conscious effort to discover their functional abilities and to remove the barriers met in their effort to acquire independence; and

WHEREAS, it is the goal of Access Independence, Inc. to involve the community in all aspects of disAbility Awareness Week and establish an atmosphere that supports awareness and education of on-going initiatives to enhance public understanding of, and appreciation for, abilities possessed by those of us who experience life with disabilities.

NOW, THEREFORE I (we) _____
do hereby proclaim APRIL 9-15, 2016 as

NORTHERN SHENANDOAH VALLEY disABILITY AWARENESS WEEK 2016,

and I (we) call this observance to the attention of all of those people who live in the _____ to work together to raise awareness and understanding of the abilities of people with disabilities.

Passed and adapted by _____
on _____, 2016, by a vote of all members present.

Attachment 6

Planning and Community Development

Action Item

Public Hearing – Special Use Permit for 120 multifamily units

March 8, 2016

Planning Commission

The Planning Commission held a meeting on Tuesday, February 23, 2016. They set a public hearing for a Special Use Permit for Hip & Humble in order to allow retail sales incidental to a manufacturing, production, or related use per Section 609.3(h) of the Berryville Zoning Ordinance. They continued the discussion on the convenience store size and will make a recommendation at their next meeting scheduled for Tuesday, March 22, 2016 at 7:30pm.

Berryville Area Development Authority

The BADA did not hold a meeting in February. Their next meeting is scheduled for Wednesday, March 23 at 7:00pm.

Architectural Review Board

The Architectural Review Board held a meeting on Wednesday, March 2. They approved four temporary banners for the parking lot of the Bank of Clarke County's Main Street facility. They also reviewed temporary "coming soon" signage for the Middleburg Bank which is moving into the building at the corner of Main Street and Church Street (1 West Main). Their next meeting is scheduled for Wednesday, April 6, 2016 at 12:30pm in the Government Center.

Board of Zoning Appeals

The Board of Zoning Appeals has not held a meeting since the last Council meeting.

BERRYVILLE TOWN COUNCIL
Spot Blight Abatement
March 8, 2016

A public hearing on a spot blight abatement plan and to make findings and recommendations that shall be reported to Town Council concerning the repair or other disposition of a blighted property pursuant to Section 5-5. Spot blight abatement of the Code of the Town of Berryville for the structure(s) and property located at 203 Moore Drive (Tax Map Parcel #14A2-((10))-B-30).

Mr. Dalton contacted the broker representing FNMA and she said that an offer has been made, accepted and ratified on the property identified above. The broker indicated that closing on the property should occur on or before March 18, 2016. By all indications, work to repair the structure will begin soon after the closing. Staff will monitor the progress and update Council on construction activity.

February 9, 2016 Staff Report

Public hearing notices were published in the Winchester Star on Tuesday, January 26, 2016 and Tuesday, February 2, 2016. Adjacent property owners were notified via first class mail on January 19, 2016. No comments have been received in the Planning Office.

A representative from FNMA updated Town staff on Monday, February 1, 2016 on the progress of the blight abatement. He indicated that their contractor was on the property on Friday, January 22, 2016 and expressed concern about the second floor of the structure. He added that the snowstorm, which began that evening, impeded further progress and said he would update staff on Tuesday, February 3, 2016. Staff discussed the matter with FNMA on Tuesday and was informed that the contractor who visited the site recommended placing a tarp over the roof instead of affixing plywood. This recommendation was apparently made because of the contractor's assessment of the roof structure. Staff expressed concern about this proposal because: 1) if the structure is in such a condition that it can only support a tarp then we should not be looking at any step except demolition, 2) tarping the structure hardly addresses the aesthetic concerns of the community, and 3) tarps have a relatively short life in this sort of application.

Staff requested a meeting with FNMA and their contractor. It is expected that the meeting will be held either February 8 or 9. The purpose of the meeting is to permit Town staff to hear from the contractor directly and to engage FNMA and the contractor on the best path forward. If the meeting occurs as hoped, then staff will be able to provide the Town Council and update at the February meeting.

January 12, 2016 Staff Report

Due to a clerical error by the Winchester Star, the public hearing notice was not published on the requested dates. The public hearing will need to be moved to the February meeting. Staff will send adjacent property notices out again on the required

date for a February 9, 2016 public hearing. Staff has notified Battletown Homeowners Association officers about this matter.

The Planning Commission held a public hearing on the matter at their December 15, 2015 meeting and recommended that Council approve the Town Manager's Blight Abatement Plan in order to move forward with the process as defined in Section 5-5 of the Code of the Town of Berryville.

December 8, 2015 Staff Report

At the November 10, 2015 meeting, Town Council set a public hearing on this matter for the January 12, 2016 meeting. Planning Commission will be holding a public hearing at their December 15, 2015 meeting.

General Information

The process for blight abatement for the structure located at 203 Moore Drive has commenced per Code of the Town of Berryville § 5-5 Spot blight abatement. While the first floor has been secured, a fire left the second floor and roof open to the elements. A blighted property is defined as "any individual commercial, industrial, or residential structure or improvement that endangers the public's health, safety or welfare because the structure or improvement upon the property is dilapidated, deteriorated, or violates minimum health and safety standards".

§ 5-5(c) allows for the Town Manager to make a preliminary determination that the property is indeed blighted in accordance with this section. Notice is sent to the owner or owners of record who have 30 days to respond with a spot blight abatement plan to address the blight within a reasonable time.

§ 5-5(d) identifies the Planning Commission's initial roll in the process while §5-5 regulates specific actions concluding in the reporting of its findings and recommendations concerning to the property to Town Council.

Staff will report the findings from the Planning Commission's public hearing in the January agenda packet.

These items follow the staff report:

- Staff report from Mr. Dalton from the October 27, 2015 Planning Commission meeting;
- Photos taken in October of 203 Moore Drive
- Section 5-5 from the Code of the Town of Berryville concerning Spot Blight Abatement;
- Letter dated August 26, 2015 from Zack Salisbury, Virginia Department of Health;
- Letter dated September 18, 2015 from Town Manager Keith Dalton; and
- Spot Blight Abatement Plan drafted by Mr. Dalton dated October 23, 2015.

BERRYVILLE TOWN COUNCIL
Community Improvement Committee Update
March 8, 2016

Mr. Condrey attended the Community Improvement Committee meeting on Tuesday, March 1, 2016. As Mr. Kitselman was unable to attend the meeting, staff received input on the respective topics however there was no quorum thus no actions were taken.

Staff reviewed the report, draft ordinance, proposed tourism zone map and other items. Mr. Condrey asked why there were three separate zones and staff said these zones were identified in the model ordinance and aligned well with Berryville's zoning and land uses. Mr. Condrey recommended adding recreation as an eligible land use in each of the tourism zones and believed that parking lots should be considered as eligible land uses for tourism zone incentive consideration as people choose to frequent retail areas that they know have plenty of obvious and easy-to-access parking, citing the Village at Leesburg and Winchester walking mall as having significant parking available and therefore more visitors. He added that public parking should be obvious and that signage may improve the identification of public lots.

Mr. Condrey asked for clarification of the proposed tier structure and requested actual threshold numbers for BPOL tax incentives. He asked what would happen if the company who received the incentives created a non-conforming condition. Staff said the availability fee structure would be tied to the property and said she would discuss his concerns with Mr. Burke in Front Royal. Mr. Condrey requested additional information on incentives from the Virginia Tourism Corporation (VTC) including the gap financing program. Mr. Capelli has been working on a Tourism Development Plan for a hotel as part of this effort. Additional information can be found on the VTC web site at this link <http://www.vatc.org/TDFinancingProgram/>.

Staff discussed the Tourist Oriented Directional signage effort and the proposed budget of approximately \$20,000. The County has indicated they would request \$10,000 in funding from the Board of Supervisors; the Barns would request \$5,500 from their Board; and the recommendation for the Town's portion is \$5,000. The current budget (line item 100-4081500-5410) includes \$2,000 for TOD signage and \$3,000 would be requested for the FY 16-17 budget.

Wayfinding signs were also discussed and staff reviewed the Scope of Work and Cost Estimates submitted to the Town by Frazier Associates. Staff also discussed the transitioning of the street lights from mercury vapor and sodium vapor to LED. Mr. Dalton will be discussing the matter with REC in the coming weeks. Mr. Condrey said the effort was worth looking into and asked how long the payoff would take. He added that the LED lights are more concentrated and therefore would not adversely affect adjacent properties.

Attachment 7

FY 16-17 DRAFT BUDGET REVENUES

| Account Number | Account Description | Prior Year Budget
2014-2015 | Current Year Budget
2015-2016 | REQUEST
2016-2017 |
|-------------------------------------|---|--------------------------------|----------------------------------|----------------------|
| GENERAL FUND | | | | |
| FUND BALANCE | | | | |
| 100-3000000-0000 | FUND BALANCE FORWARD | \$ 386,940.00 | \$ - | |
| | TOTAL FUND BALANCE | \$ 386,940.00 | \$ - | |
| REVENUE FROM LOCAL SOURCES | | | | |
| 100-3110101-0000 | CURRENT REAL ESTATE TAXES | \$ 660,000.00 | \$ 881,500.00 | \$ 885,000.00 |
| 100-3110102-0000 | DEL REAL ESTATE TAXES | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 |
| 100-3110201-0000 | UTILITY REAL ESTATE TAXES | \$ 7,000.00 | \$ 7,000.00 | \$ 11,200.00 |
| 100-3110301-0000 | CURRENT PERS PROP TAXES | \$ 170,000.00 | \$ 216,000.00 | \$ 230,000.00 |
| 100-3110302-0000 | DEL PERS PROP TAXES | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 |
| 100-3110401-0000 | MACHINERY & TOOLS | \$ 163,000.00 | \$ 160,000.00 | \$ 157,000.00 |
| 100-3110601-0000 | TAX PENALTIES | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 |
| 100-3110602-0000 | TAX INTEREST | \$ 1,500.00 | \$ 1,500.00 | \$ 5,000.00 |
| | TOTAL REV FROM LOCAL SOURCES | \$ 1,010,000.00 | \$ 1,274,500.00 | \$ 1,296,700.00 |
| OTHER LOCAL TAXES | | | | |
| 100-3120101-0000 | LOCAL SALES TAX | \$ 160,000.00 | \$ 175,000.00 | \$ 190,000.00 |
| 100-3120201-0000 | CONSUMER UTILITY TAX | \$ 90,000.00 | \$ 90,000.00 | \$ 90,000.00 |
| 100-3120300-0000 | BUSINESS LICENSE | \$ 185,000.00 | \$ 185,000.00 | \$ 185,000.00 |
| 100-3120402-0000 | REC FRANCHISE FEES | \$ 25,000.00 | \$ 27,000.00 | \$ 35,000.00 |
| 100-3120501-0000 | AUTO LICENSE | \$ 90,000.00 | \$ 90,000.00 | \$ 90,000.00 |
| 100-3120601-0000 | BANK FRANCHISE TAXES | \$ 110,000.00 | \$ 140,000.00 | \$ 145,000.00 |
| 100-3120801-0000 | CIGARETTE TAX (10¢) | \$ - | \$ 1,300.00 | \$ 42,500.00 |
| 100-3121001-0000 | LODGING TAX (2%) | \$ - | \$ 17,500.00 | \$ 9,000.00 |
| 100-3121101-0000 | MEALS TAX (4%) | \$ 192,000.00 | \$ 185,000.00 | \$ 190,000.00 |
| | TOTAL OTHER LOCAL TAXES | \$ 852,000.00 | \$ 910,800.00 | \$ 976,500.00 |
| PERMITS, FEES & LICENSES | | | | |
| 100-3130304-0000 | LAND USE APPLICATION FEES | \$ 1,000.00 | \$ 1,500.00 | \$ 500.00 |
| 100-3130307-0000 | ZONING & SUBDIVISION FEES | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| | TOTAL PERMITS, FEES & LICENSES | \$ 11,000.00 | \$ 11,500.00 | \$ 10,500.00 |
| FINES & FORFEITURES | | | | |
| 100-3140101-0000 | COURT FINES | \$ 20,000.00 | \$ 30,000.00 | \$ 25,000.00 |
| 100-3140102-0000 | PARKING METER FINES | \$ 2,750.00 | \$ 2,000.00 | \$ 2,500.00 |
| | TOTAL FINES & FORFEITURES | \$ 22,750.00 | \$ 32,000.00 | \$ 27,500.00 |
| REVENUE FROM MONEY OR PROP | | | | |
| 100-3150101-0000 | INTEREST ON DEPOSITS | \$ 7,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| 100-3150201-0000 | RENTAL OF PROPERTY | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 |
| 100-3150205-0000 | WATER TANK SITE LEASE | \$ 63,600.00 | \$ 64,500.00 | \$ 66,250.00 |
| | TOTAL FROM MONEY OR PROP | \$ 82,600.00 | \$ 82,500.00 | \$ 84,250.00 |
| CHARGES FOR SERVICES | | | | |
| 100-3160703-0000 | PARKING METERS | \$ 8,000.00 | \$ 8,000.00 | \$ 8,000.00 |
| 100-3161502-0000 | SALE OF PUBLICATIONS | \$ 100.00 | \$ 100.00 | |
| | TOTAL CHARGES FOR SERVICES | \$ 8,100.00 | \$ 8,100.00 | \$ 8,000.00 |

| | | | | | | | |
|-------------------------------|------------------------------|----|--------------|----|--------------|----|--------------|
| MISCELLANEOUS REVENUES | | | | | | | |
| 100-3189905-0000 | SALE OF SURPLUS | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| | TOTAL MISC REVENUES | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| RECOVERED COSTS | | | | | | | |
| 100-3190203-0000 | REIMBURSABLE FEES | \$ | 5,000.00 | \$ | 5,000.00 | \$ | 5,000.00 |
| | TOTAL RECOVERED COSTS | \$ | 5,000.00 | \$ | 5,000.00 | \$ | 5,000.00 |
| TOTAL LOCAL REVENUES | | \$ | 2,379,390.00 | \$ | 2,325,400.00 | \$ | 2,409,450.00 |

| | | | | | | | |
|--------------------------------------|----------------------------------|----|------------|----|------------|----|------------|
| REVENUE FROM THE COMMONWEALTH | | | | | | | |
| NON-CATEGORICAL AID | | | | | | | |
| 100-3220107-0000 | ROLLING STOCK TAX | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| 100-3220109-0000 | PPTRA | \$ | 209,917.00 | \$ | 209,917.00 | \$ | 209,917.00 |
| 100-3220201-0000 | COMMUNICATION TAX | \$ | 90,000.00 | \$ | 90,000.00 | \$ | 90,000.00 |
| | TOTAL NON-CATEGORICAL AID | \$ | 301,917.00 | \$ | 301,917.00 | \$ | 301,917.00 |
| CATEGORICAL AID | | | | | | | |
| 100-3240103-0000 | 599 LAW ENFORCEMENT GRANT | \$ | 74,052.00 | \$ | 74,052.00 | \$ | 74,052.00 |
| 100-3240103-0000 | LE BLOCK GRANT | \$ | - | \$ | - | \$ | 10,000.00 |
| 100-3240201-0000 | FIRE FUND PROGRAM | \$ | 11,187.00 | \$ | 14,000.00 | \$ | 14,000.00 |
| 100-3240300-0000 | VDOT LANE MILE ALLOWANCE | \$ | 431,812.00 | \$ | 431,812.00 | \$ | 477,600.00 |
| 100-3240301-0000 | VDOT ROAD MAINTENANCE | \$ | 10,000.00 | \$ | 10,000.00 | \$ | 10,000.00 |
| 100-3240302-0000 | LITTER CONTROL GRANT | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| 100-3240311-0000 | ST EMERGENCY R&R | \$ | - | \$ | - | \$ | - |
| 100-3240312-0000 | VA COMMISSION FOR THE ARTS | \$ | 5,000.00 | \$ | 5,000.00 | \$ | 5,000.00 |
| 100-3240710-0000 | DMV ANIMAL FRIENDLY PLATES | | | | | \$ | 30.00 |
| | TOTAL CATEGORICAL AID | \$ | 534,051.00 | \$ | 536,864.00 | \$ | 592,682.00 |
| TOTAL FROM THE COMMONWEALTH | | \$ | 835,968.00 | \$ | 838,781.00 | \$ | 894,599.00 |

| | | | | | | | |
|--|------------------------------|----|---|----|---|----|---|
| REVENUE FROM THE FEDERAL GOVERNMENT | | | | | | | |
| CATEGORICAL AID | | | | | | | |
| 100-3340102-0000 | FEDERAL FIRE FUND PROGRAM | \$ | - | \$ | - | \$ | - |
| 100-3340311-0000 | FEDERAL EMERGENCY R&R | \$ | - | \$ | - | \$ | - |
| | TOTAL CATEGORICAL AID | \$ | - | \$ | - | \$ | - |
| TOTAL FROM FEDERAL GOVERNMENT | | \$ | - | \$ | - | \$ | - |

| | | | | | | | |
|-----------------------------------|---------------------------------|----|----------|----|----------|----|----------|
| REVENUE FROM OTHER SOURCES | | | | | | | |
| NON-REVENUE RECEIPTS | | | | | | | |
| 100-3410201-0000 | MISCELLANEOUS REVENUES | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| | TOTAL FROM OTHER SOURCES | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| TOTAL FROM OTHER SOURCES | | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |

| | | | | | | |
|------------------------------------|----|--------------|----|--------------|----|--------------|
| TOTAL GENERAL FUND REVENUES | \$ | 3,216,358.00 | \$ | 3,165,181.00 | \$ | 3,305,049.00 |
|------------------------------------|----|--------------|----|--------------|----|--------------|

WATER FUND

| | | | | | | |
|-----------------------------------|--|----|------------|----|------------|---------------|
| FUND BALANCE | | | | | | |
| 501-3000000-0000 | FUND BALANCE | \$ | - | \$ | - | \$ - |
| | TOTAL FUND BALANCE | \$ | - | \$ | - | \$ - |
| REVENUE FROM MONEY OR PROP | | | | | | |
| 501-3150102-0000 | INTEREST ON INVESTMENTS | \$ | 5,000.00 | \$ | 3,000.00 | \$ 3,000.00 |
| | TOTAL FROM USE OF MONEY OR PROP | \$ | 5,000.00 | \$ | 3,000.00 | \$ 3,000.00 |
| CHARGES FOR SERVICES | | | | | | |
| 501-3160110-0000 | TREATMENT FEES | \$ | 754,000.00 | \$ | 800,900.00 | \$ 825,000.00 |
| 501-3160111-0000 | DELINQUENT ACCT PENALTIES | \$ | 30,000.00 | \$ | 30,000.00 | \$ 30,000.00 |
| 501-3160112-0000 | SECURITY DEPOSITS | \$ | 100.00 | \$ | 100.00 | \$ 100.00 |
| 501-3160113-0000 | AVAILABILITY CHARGES | \$ | 26,250.00 | \$ | 52,500.00 | \$ 78,050.00 |
| 501-3160114-0000 | CONNECTION CHARGES | \$ | - | \$ | - | \$ - |
| 501-3160115-0000 | METER FEES | \$ | 1,625.00 | \$ | 3,250.00 | \$ 4,550.00 |
| | TOTAL CHARGES FOR SERVICES | \$ | 811,975.00 | \$ | 886,750.00 | \$ 937,700.00 |

| | | | | | | |
|-------------------------|----|------------|----|------------|----|------------|
| TOTAL WATER FUND | \$ | 816,975.00 | \$ | 889,750.00 | \$ | 940,700.00 |
|-------------------------|----|------------|----|------------|----|------------|

SEWER FUND

| | | | | | | |
|-----------------------------------|---|----|--------------|----|--------------|-----------------|
| FUND BALANCE | | | | | | |
| 502-3000000-0000 | FUND BALANCE | \$ | - | \$ | - | \$ - |
| | TOTAL FUND BALANCE | \$ | - | \$ | - | \$ - |
| REVENUE FROM MONEY OR PROP | | | | | | |
| 502-3150101-0000 | INTEREST INCOME | \$ | 8,000.00 | \$ | 5,000.00 | \$ 5,000.00 |
| | TOTAL REVENUE FROM MONEY OR PROP | \$ | 8,000.00 | \$ | 5,000.00 | \$ 5,000.00 |
| CHARGES FOR SERVICES | | | | | | |
| 502-3160110-0000 | TREATMENT FEES | \$ | 1,486,000.00 | \$ | 1,570,000.00 | \$ 1,620,000.00 |
| 502-3160112-0000 | SECURITY DEPOSITS | \$ | 100.00 | \$ | 100.00 | \$ 100.00 |
| 502-3160113-0000 | AVAILABILITY CHARGES | \$ | 113,750.00 | \$ | 227,500.00 | \$ 318,500.00 |
| | TOTAL CHARGES FOR SERVICES | \$ | 1,599,850.00 | \$ | 1,797,600.00 | \$ 1,938,600.00 |

REVENUE FROM OTHER SOURCES

| | | | | | | |
|-----------------------------|-----------------------------------|----|---|----|---|------|
| NON-REVENUE RECEIPTS | | | | | | |
| 502-3410401-0000 | VRA LOAN | \$ | - | \$ | - | \$ - |
| 502-3410402-0000 | WQIF Grant | \$ | - | \$ | - | \$ - |
| | TOTAL NON-REVENUE RECEIPTS | \$ | - | \$ | - | \$ - |

| | | | | | | |
|---------------------------------|----|---|----|---|----|---|
| TOTAL FROM OTHER SOURCES | \$ | - | \$ | - | \$ | - |
|---------------------------------|----|---|----|---|----|---|

| | | | | | | |
|-------------------------|----|--------------|----|--------------|----|--------------|
| TOTAL SEWER FUND | \$ | 1,607,850.00 | \$ | 1,802,600.00 | \$ | 1,943,600.00 |
|-------------------------|----|--------------|----|--------------|----|--------------|

TOTAL REVENUES ALL FUNDS \$ 5,641,183.00 \$ 5,857,531.00 \$ 6,189,349.00

FY 16-17 DRAFT BUDGET EXPENSES

| Account Number | Account Description | Prior Year Budget
2014-2015 | Current Year Budget
2015-2016 | REQUEST
2016-2017 |
|-----------------------|--------------------------------|--------------------------------|----------------------------------|----------------------|
| GENERAL FUND | | | | |
| TOWN COUNCIL | | | | |
| 100-4011100-1111 | EXPENSE COMPENSATION | \$ 18,900.00 | \$ 18,900.00 | \$ 18,900.00 |
| 100-4011100-5540 | TRAINING | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| 100-4011100-5699 | LOCAL CONTRIBUTIONS | \$ - | \$ - | \$ - |
| 100-4011100-5800 | MISCELLANEOUS | \$ 1,500.00 | \$ 1,000.00 | \$ 1,000.00 |
| 100-4011100-5810 | Dues | \$ 2,300.00 | \$ 3,000.00 | \$ 3,000.00 |
| 100-4011100-6017 | TOWN CODE SUPPLEMENTS | \$ 2,250.00 | \$ 2,000.00 | \$ 2,000.00 |
| 100-4011100-6018 | STATE CODE SUPPLEMENTS | \$ - | \$ - | \$ - |
| | TOTAL TOWN COUNCIL | \$ 25,950.00 | \$ 25,900.00 | \$ 25,900.00 |
| TOWN CLERK | | | | |
| 100-4011200-1114 | SALARIES/WAGES/TNCLK | \$ 44,290.00 | \$ 36,800.00 | \$ 40,300.00 |
| 100-4011200-2100 | MATCHING FICA EXPENSE (7.65 %) | | | \$ 3,080.00 |
| 100-4011200-5540 | EDUCATION/TRAINING | \$ 500.00 | \$ 1,000.00 | \$ 1,000.00 |
| 100-4011200-5810 | DUES | \$ 200.00 | \$ 200.00 | \$ 200.00 |
| | TOTAL TOWN CLERK | \$ 44,990.00 | \$ 38,000.00 | \$ 44,580.00 |
| TOWN MANAGER | | | | |
| 100-4012110-1112 | COMPENSATION | \$ 124,800.00 | \$ 129,000.00 | \$ 129,000.00 |
| 100-4012110-2100 | MATCHING FICA EXPENSE (7.65 %) | | | \$ 9,850.00 |
| 100-4012110-5230 | TELECOMMUNICATIONS | | \$ 600.00 | \$ 600.00 |
| 100-4012110-5510 | MILEAGE | \$ 150.00 | \$ 150.00 | \$ 150.00 |
| 100-4012110-5540 | TRAINING | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| 100-4012110-5810 | DUES | \$ 300.00 | \$ 300.00 | \$ 300.00 |
| | TOTAL TOWN MANAGER | \$ 126,250.00 | \$ 131,050.00 | \$ 140,900.00 |
| LEGAL SERVICES | | | | |
| 100-4012210-3150 | PROFESSIONAL SERVICES | \$ 30,000.00 | \$ 30,000.00 | \$ 20,000.00 |
| | TOTAL LEGAL SERVICES | \$ 30,000.00 | \$ 30,000.00 | \$ 20,000.00 |
| PERSONNEL | | | | |
| 100-4012220-2100 | SOCIAL SECURITY | \$ 71,300.00 | \$ 69,940.00 | \$ - |
| 100-4012220-2210 | RETIREMENT- LEOS | \$ 80,210.00 | \$ 102,200.00 | \$ 116,350.00 |
| 100-4012220-2220 | VMLIP - STD | \$ 580.00 | \$ 560.00 | \$ 570.00 |
| 100-4012220-2230 | VMLIP - LTD | \$ 5,100.00 | \$ 4,905.00 | \$ 5,145.00 |
| 100-4012220-2250 | Line of Duty Act | \$ 3,000.00 | \$ 3,550.00 | \$ 3,750.00 |
| 100-4012220-2300 | HEALTH INSURANCE | \$ 133,000.00 | \$ 140,635.00 | \$ 154,650.00 |
| 100-4012220-2400 | LIFE INSURANCE | \$ 12,300.00 | \$ 10,785.00 | \$ 11,320.00 |
| 100-4012220-2600 | UNEMPLOYMENT INSURANCE | \$ 800.00 | \$ 675.00 | \$ 270.00 |
| 100-4012220-2700 | WORKER'S COMPENSATION | \$ 30,000.00 | \$ 24,000.00 | \$ 21,750.00 |
| 100-4012220-3110 | RANDOM DRUG SCREENING | \$ 450.00 | \$ 500.00 | \$ 750.00 |
| | TOTAL PERSONNEL | \$ 336,740.00 | \$ 357,750.00 | \$ 314,555.00 |

| | | | | | | | |
|-------------------------------------|--------------------------------|----|-----------|----|-----------|----|------------|
| INDEPENDENT AUDITOR | | | | | | | |
| 100-4012240-3120 | CONTRACTUAL SERVICES | \$ | 15,100.00 | \$ | 15,300.00 | \$ | 16,000.00 |
| TOTAL INDEPENDENT AUDITOR | | \$ | 15,100.00 | \$ | 15,300.00 | \$ | 16,000.00 |
| TOWN TREASURER | | | | | | | |
| 100-4012410-1113 | COMPENSATION | \$ | 89,600.00 | \$ | 90,800.00 | \$ | 92,800.00 |
| 100-4012410-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 7,000.00 |
| 100-4012410-3130 | PROFESSIONAL SER/TAX CONV | \$ | - | \$ | 2,000.00 | \$ | 2,000.00 |
| 100-4012410-3150 | PROFESSIONAL SER/VEC | \$ | 950.00 | \$ | 100.00 | \$ | 100.00 |
| 100-4012410-5306 | SURETY BONDS | \$ | 300.00 | \$ | 300.00 | \$ | 300.00 |
| 100-4012410-5540 | TRAINING | \$ | 1,000.00 | \$ | 1,500.00 | \$ | 1,500.00 |
| 100-4012410-5810 | DUES | \$ | 150.00 | \$ | 300.00 | \$ | 300.00 |
| 100-4012410-6015 | AUTO DECALS | | | | | \$ | 250.00 |
| TOTAL TOWN TREASURER | | \$ | 92,000.00 | \$ | 95,000.00 | \$ | 104,250.00 |
| FINANCE/ACCOUNTING | | | | | | | |
| 100-4012430-1113 | COMPENSATION | \$ | 56,220.00 | \$ | 58,600.00 | \$ | 64,400.00 |
| 100-4012430-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 4,900.00 |
| 100-4012430-5540 | TRAINING | \$ | 400.00 | \$ | 200.00 | \$ | 500.00 |
| TOTAL FINANCE/ACCOUNTING | | \$ | 56,620.00 | \$ | 58,800.00 | \$ | 69,800.00 |
| CENTRAL ADM/PURCHASING | | | | | | | |
| 100-4012530-3320 | MAINTENANCE CONTRACTS | \$ | 34,525.00 | \$ | 22,350.00 | \$ | 25,000.00 |
| 100-4012530-3400 | WEB SITE | \$ | 2,000.00 | \$ | 5,135.00 | \$ | 5,000.00 |
| 100-4012530-3501 | NEWSLETTER | \$ | 1,500.00 | \$ | 1,000.00 | \$ | 250.00 |
| 100-4012530-3600 | ADVERTISING | \$ | 7,000.00 | \$ | 7,000.00 | \$ | 7,000.00 |
| 100-4012530-5210 | POSTAGE | \$ | 8,000.00 | \$ | 8,000.00 | \$ | 8,000.00 |
| 100-4012530-5230 | TELECOMMUNICATIONS | \$ | 2,100.00 | \$ | 1,200.00 | \$ | 400.00 |
| 100-4012530-5415 | COPIER LEASE | | | \$ | 3,000.00 | \$ | 3,000.00 |
| 100-4012530-5540 | TRAINING | \$ | 750.00 | \$ | 1,500.00 | \$ | 1,500.00 |
| 100-4012530-5810 | DUES | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 100-4012530-6001 | OFFICE SUPPLIES | \$ | 11,000.00 | \$ | 11,000.00 | \$ | 11,000.00 |
| TOTAL CENTRAL ADM/PURCHASING | | \$ | 67,375.00 | \$ | 60,685.00 | \$ | 61,650.00 |
| RISK MANAGEMENT | | | | | | | |
| 100-4012550-5304 | BLANKET EXCESS LIABILITY | \$ | 13,500.00 | \$ | 13,200.00 | \$ | 11,000.00 |
| 100-4012550-5305 | AUTOMOBILE INSURANCE | \$ | 9,000.00 | \$ | 9,300.00 | \$ | 9,000.00 |
| 100-4012550-5307 | VARISK-2 | | 0 | \$ | - | \$ | - |
| 100-4012550-5308 | SEMI-MULTI PERIL INS | \$ | 11,500.00 | \$ | 26,500.00 | \$ | 29,150.00 |
| 100-4012550-5800 | INSURANCE DEDUCTABLES | \$ | 3,000.00 | \$ | 3,000.00 | \$ | 3,000.00 |
| TOTAL RISK MANAGEMENT | | \$ | 37,000.00 | \$ | 52,000.00 | \$ | 52,150.00 |
| ENGINEERING SERVICES | | | | | | | |
| 100-4012600-3140 | ENGINEERING SERVICES | \$ | 5,000.00 | \$ | 5,000.00 | \$ | 5,000.00 |
| TOTAL ENGINEERING SERVICES | | \$ | 5,000.00 | \$ | 5,000.00 | \$ | 5,000.00 |
| ELECTIONS | | | | | | | |
| 100-4013100-1125 | ELECTION OFFICIALS | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 100-4013100-6001 | OFFICE SUPPLIES | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| TOTAL ELECTIONS | | \$ | 1,500.00 | \$ | 1,500.00 | \$ | 1,500.00 |
| PUBLIC DEFENDER FEES | | | | | | | |

| | | | | | | | |
|------------------|---|----|------------|----|------------|----|------------|
| 100-4021500-3150 | PUBLIC DEFENDER FEES | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| | TOTAL PUBLIC DEFENDER FEES | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| | POLICE DEPARTMENT | | | | | | |
| 100-4031100-1139 | COMPENSATION | \$ | 500,000.00 | \$ | 479,600.00 | \$ | 534,600.00 |
| 100-4031100-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 40,900.00 |
| 100-4031100-3110 | MEDICAL EXAMINATIONS | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 100-4031100-3115 | PRE EMPLOYMENT DRUG SCREEN | \$ | 500.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 100-4031100-3190 | INTERPRETER | \$ | 400.00 | \$ | 400.00 | \$ | 400.00 |
| 100-4031100-3310 | REPAIR & MAINTENANCE | \$ | 9,875.00 | \$ | 12,000.00 | \$ | 14,000.00 |
| 100-4031100-3320 | MAINTENANCE CONTRACTS | \$ | 8,088.00 | \$ | 7,500.00 | \$ | 9,850.00 |
| 100-4031100-4082 | WILDLIFE MANAGEMENT | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 100-4031100-5210 | POSTAGE | \$ | 275.00 | \$ | 250.00 | \$ | 250.00 |
| 100-4031100-5230 | TELECOMMUNICATIONS | \$ | 1,550.00 | \$ | 4,044.00 | \$ | 4,044.00 |
| 100-4031100-5415 | COPIER LEASE | | | \$ | 3,000.00 | \$ | 3,000.00 |
| 100-4031100-5540 | TRAINING | \$ | 8,000.00 | \$ | 9,500.00 | \$ | 9,500.00 |
| 100-4031100-5810 | DUES | \$ | 3,045.00 | \$ | 2,050.00 | \$ | 700.00 |
| 100-4031100-5815 | COMMUNITY RELATIONS | \$ | 700.00 | \$ | 900.00 | \$ | 1,200.00 |
| 100-4031100-6001 | OFFICE SUPPLIES | \$ | 1,850.00 | \$ | 1,850.00 | \$ | 2,350.00 |
| 100-4031100-6008 | GASOLINE & OIL | \$ | 24,288.00 | \$ | 20,000.00 | \$ | 14,000.00 |
| 100-4031100-6010 | POLICE SUPPLIES | \$ | 8,000.00 | \$ | 12,300.00 | \$ | 13,500.00 |
| 100-4031100-6011 | UNIFORMS | \$ | 3,000.00 | \$ | 4,000.00 | \$ | 4,000.00 |
| | TOTAL POLICE DEPARTMENT | \$ | 571,071.00 | \$ | 559,894.00 | \$ | 654,794.00 |
| | TRAFFIC CONTROL | | | | | | |
| 100-4031300-5699 | COUNTY CONT/CROSSING GD | \$ | 2,500.00 | \$ | 2,500.00 | \$ | 2,500.00 |
| | TOTAL TRAFFIC CONTROL | \$ | 2,500.00 | \$ | 2,500.00 | \$ | 2,500.00 |
| | EMERGENCY SERVICES | | | | | | |
| 100-4031400-5699 | CONTRIBUTION/CC CENT ALRM | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| | TOTAL EMERGENCY SERVICES | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| | VOLUNTEER FIRE DEPARTMENT | | | | | | |
| 100-4032200-5699 | CONTRIBUTION/JHEVFD | \$ | 25,000.00 | \$ | 25,000.00 | \$ | 25,000.00 |
| 100-4032200-5707 | FIRE FUND PROGRAM | \$ | 11,187.00 | \$ | 14,000.00 | \$ | 14,000.00 |
| | TOTAL VOLUNTEER FIRE DEPT | \$ | 36,187.00 | \$ | 39,000.00 | \$ | 39,000.00 |
| | RESCUE SERVICES | | | | | | |
| 100-4032300-5699 | PROFESSIONAL SER EMT"" | \$ | 67,920.00 | \$ | 67,920.00 | \$ | 50,000.00 |
| | TOTAL RESCUE SERVICES | \$ | 67,920.00 | \$ | 67,920.00 | \$ | 50,000.00 |
| | CORRECTION & DETENTION | | | | | | |
| 100-4033200-5550 | CONFINEMENT OF PRISONERS | \$ | 250.00 | \$ | 250.00 | \$ | 250.00 |
| | TOTAL CORRECTION & DETENTION | \$ | 250.00 | \$ | 250.00 | \$ | 250.00 |
| | PUBLIC WORKS ADMINISTRATION | | | | | | |
| 100-4041100-1140 | Compensation | \$ | 42,425.00 | \$ | 42,700.00 | \$ | 44,450.00 |
| 100-4041100-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 3,400.00 |
| 100-4041100-3110 | MEDICAL EXAMS | \$ | 525.00 | \$ | 525.00 | \$ | 525.00 |
| 100-4041100-3310 | VEHICLE REP & MAINTENANCE | \$ | 6,000.00 | \$ | 7,000.00 | \$ | 7,000.00 |
| 100-4041100-5120 | FUEL OIL/HEAT | \$ | 3,325.00 | \$ | 3,325.00 | \$ | 3,325.00 |
| 100-4041100-5230 | TELECOMMUNICATIONS | \$ | 3,800.00 | \$ | 4,400.00 | \$ | 3,800.00 |
| 100-4041100-5415 | COPIER LEASE | | | \$ | 2,100.00 | \$ | 2,250.00 |

| | | | | | | | |
|------------------|--|----|------------|----|------------|----|------------|
| 100-4041100-5540 | TRAINING | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 100-4041100-6001 | OFFICE SUPPLIES | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| | TOTAL PUBLI WKS ADMINISTRATION | \$ | 57,075.00 | \$ | 61,050.00 | \$ | 65,750.00 |
| | HWYS, STS BRIDGES & SDWLKS | | | | | | |
| 100-4041200-1183 | COMPENSATION | \$ | 117,600.00 | \$ | 123,855.00 | \$ | 127,500.00 |
| 100-4041200-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 9,750.00 |
| 100-4041200-3310 | EQUIPMENT MAINTENANCE | \$ | 10,000.00 | \$ | 10,000.00 | \$ | 10,000.00 |
| 100-4041200-3315 | SIDEWALK MAINTENANCE | \$ | 6,000.00 | \$ | 6,000.00 | \$ | 6,000.00 |
| 100-4041200-3316 | STREET SIGN MAINTENANCE | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 100-4041200-5425 | NORFOLK/SOUTHERN R-O-W'S | \$ | 950.00 | \$ | 950.00 | \$ | 950.00 |
| 100-4041200-6007 | MATERIALS & SUPPLIES | \$ | 4,000.00 | \$ | 4,000.00 | \$ | 4,000.00 |
| 100-4041200-6008 | GASOLINE & OIL | \$ | 37,040.00 | \$ | 37,400.00 | \$ | 37,400.00 |
| 100-4041200-6011 | UNIFORMS | \$ | 3,000.00 | \$ | 3,000.00 | \$ | 3,000.00 |
| | TOTAL HWYS, STS BRIDGES & SWLKS | \$ | 179,090.00 | \$ | 185,705.00 | \$ | 199,100.00 |
| | VDOT STREET MAINTENANCE | | | | | | |
| 100-4041250-3300 | VDOT STREET MAINTENANCE | \$ | 431,812.00 | \$ | 384,312.00 | \$ | 289,850.00 |
| 100-4041250-3310 | EQUIPMENT MAINTENANCE (VDOT) | \$ | - | | | | |
| 100-4041250-3316 | STREET SIGN MAINTENANCE (VDOT) | \$ | - | | | | |
| 100-4041250-6050 | ASPHALT (VDOT) | \$ | - | | | | |
| 100-4041250-6130 | TREE REMOVAL (VDOT) | \$ | - | | | | |
| 100-4041250-6307 | SNOW REMOVAL (VDOT) | \$ | - | | | | |
| 100-4041250-8801 | EQUIPMENT PURCHASE (VDOT) | | | \$ | 47,500.00 | \$ | 125,500.00 |
| 100-4041250-8803 | PUBLIC WORKS IMPROVEMENTS | | | | | \$ | 62,250.00 |
| | TOTAL VDOT STREET MAINTENANCE | \$ | 431,812.00 | \$ | 431,812.00 | \$ | 477,600.00 |
| | STREET LIGHTS | | | | | | |
| 100-4041320-5110 | ELECTRICITY | \$ | 79,000.00 | \$ | 79,000.00 | \$ | 79,000.00 |
| | TOTAL STREET LIGHTS | \$ | 79,000.00 | \$ | 79,000.00 | \$ | 79,000.00 |
| | SNOW REMOVAL | | | | | | |
| 100-4041330-6007 | MATERIALS & SUPPLIES | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| | TOTAL SNOW REMOVAL | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| | PARKING METERS & LOTS | | | | | | |
| 100-4041340-6007 | MATERIALS & SUPPLIES | \$ | 1,500.00 | \$ | 1,500.00 | \$ | 1,500.00 |
| | TOTAL PARKING METERS & LOTS | \$ | 1,500.00 | \$ | 1,500.00 | \$ | 1,500.00 |
| | STREET & ROAD CLEANING | | | | | | |
| 100-4042200-6007 | MATERIALS & SUPPLIES | \$ | 4,000.00 | \$ | 4,000.00 | \$ | 4,000.00 |
| | TOTAL STREET & ROAD CLEANING | \$ | 4,000.00 | \$ | 4,000.00 | \$ | 4,000.00 |
| | REFUSE COLLECTION | | | | | | |
| 100-4042300-3220 | CONTRACTUAL SERVICES | \$ | 170,200.00 | \$ | 177,000.00 | \$ | 182,300.00 |
| 100-4042300-6225 | RECYCLING SERVICES | \$ | 51,000.00 | \$ | 53,000.00 | \$ | 54,600.00 |
| | TOTAL REFUSE COLLECTION | \$ | 221,200.00 | \$ | 230,000.00 | \$ | 236,900.00 |
| | REFUSE DISPOSAL | | | | | | |
| 100-4042400-3800 | FCO LANDFILL CHARGES | \$ | 20,000.00 | \$ | 20,000.00 | \$ | 20,000.00 |
| | TOTAL REFUSE DISPOSAL | \$ | 20,000.00 | \$ | 20,000.00 | \$ | 20,000.00 |

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|------------------|--------------------------------------|----|-----------|----|-----------|--------------|
| | GENERAL PROPERTIES | | | | | |
| 100-4043200-3310 | REPAIR & MAINTENANCE | \$ | 9,000.00 | \$ | 9,000.00 | \$ 9,000.00 |
| 100-4043200-3325 | HERMITAGE SWPOND MAINT | \$ | 4,180.00 | \$ | 4,100.00 | \$ 4,100.00 |
| 100-4043200-6007 | MATERIALS & SUPPLIES | \$ | 1,000.00 | \$ | 1,000.00 | \$ 1,000.00 |
| 100-4043200-6017 | CHRISTMAS LIGHTS | \$ | 1,100.00 | \$ | 1,200.00 | \$ 1,200.00 |
| | TOTAL GENERAL PROPERTIES | \$ | 15,280.00 | \$ | 15,300.00 | \$ 15,300.00 |
| | BUILDING SERVICES | | | | | |
| 100-4064200-3150 | PROFESSIONAL SERVICES | \$ | 1,350.00 | \$ | 1,500.00 | \$ 3,000.00 |
| 100-4064200-3200 | CONTRACTURAL SERVICES | \$ | 15,610.00 | \$ | 16,000.00 | \$ 16,650.00 |
| 100-4064200-5110 | ELECTRICITY | \$ | 13,540.00 | \$ | 14,000.00 | \$ 18,000.00 |
| 100-4064200-5120 | NATURAL GAS/HEAT | \$ | 2,010.00 | \$ | 2,500.00 | \$ 3,200.00 |
| 100-4064200-5130 | WATER/SEWER | \$ | 880.00 | \$ | 850.00 | \$ 650.00 |
| 100-4064200-5230 | TELECOMMUNICATIONS | \$ | 9,810.00 | \$ | 10,000.00 | \$ 4,000.00 |
| 100-4064200-5304 | LIABILITY INSURANCE | \$ | 1,930.00 | \$ | 2,000.00 | \$ 2,000.00 |
| 100-4064200-7113 | IN KIND COSTS | \$ | - | \$ | 15,000.00 | \$ 10,000.00 |
| 100-4064200-7115 | SHARED MAINTENANCE | \$ | 33,850.00 | \$ | 20,000.00 | \$ 15,000.00 |
| 100-4064200-8411 | CAPITAL ASSET RESERVES | \$ | 6,520.00 | \$ | 7,000.00 | \$ 6,150.00 |
| | TOTAL BUILDING SERVICES | \$ | 85,500.00 | \$ | 88,850.00 | \$ 78,650.00 |
| | PARKS & RECREATION | | | | | |
| 100-4071310-3160 | CONTRACTURAL SER/JN BLUE | \$ | 1,000.00 | \$ | 1,000.00 | \$ 1,000.00 |
| 100-4071310-5699 | CONTRIBUTION/CCP&R | \$ | 5,000.00 | \$ | 5,000.00 | \$ 5,000.00 |
| 100-4071310-6017 | CHRISTMAS LIGHTS | \$ | 400.00 | \$ | 400.00 | \$ 400.00 |
| 100-4071310-6018 | ROSE HILL IMPROVEMENTS | \$ | 5,000.00 | \$ | 5,000.00 | \$ 5,000.00 |
| | TOTAL PARKS & RECREATION | \$ | 11,400.00 | \$ | 11,400.00 | \$ 11,400.00 |
| | PLANNING | | | | | |
| 100-4081100-1155 | COMPENSATION | \$ | 75,375.00 | \$ | 77,435.00 | \$ 79,500.00 |
| 100-4081100-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | \$ | \$ 6,000.00 |
| 100-4081100-3190 | PROFESSIONAL SERVICES | \$ | 4,500.00 | \$ | 5,000.00 | \$ 5,000.00 |
| 100-4081100-3500 | PRINTING | \$ | 200.00 | \$ | 200.00 | \$ 100.00 |
| 100-4081100-5510 | MILEAGE | \$ | 750.00 | \$ | 750.00 | \$ 750.00 |
| 100-4081100-5540 | TRAINING | \$ | 500.00 | \$ | 500.00 | \$ 500.00 |
| 100-4081100-5810 | DUES | \$ | 600.00 | \$ | 600.00 | \$ 500.00 |
| 100-4081100-6001 | OFFICE EQUIPMENT | \$ | 100.00 | \$ | 100.00 | \$ 100.00 |
| 100-4081100-6012 | PUBLICATIONS | \$ | - | \$ | - | |
| | TOTAL PLANNING | \$ | 82,025.00 | \$ | 84,585.00 | \$ 92,450.00 |
| | BOARD OF ZONING APPEALS | | | | | |
| 100-4081400-1110 | EXPENSE COMPENSATION | \$ | 500.00 | \$ | 500.00 | \$ 750.00 |
| 100-4081400-5540 | TRAINING | \$ | 500.00 | \$ | - | \$ 750.00 |
| | TOTAL BOARD OF ZONING APPEALS | \$ | 1,000.00 | \$ | 500.00 | \$ 1,500.00 |
| | ECONOMIC DEVELOPMENT | | | | | |
| 100-4081500-5410 | TOD SIGNS | \$ | 2,000.00 | \$ | - | \$ 3,000.00 |
| 100-4081500-5411 | WAYFINDING SIGNS | \$ | 10,000.00 | \$ | - | |
| 100-4081500-5696 | ECONOMIC DEVELOPMENT RESERVE | | | | \$ | \$ 9,000.00 |
| 100-4081500-5697 | IDA GRANT MATCH | \$ | 30,000.00 | \$ | 54,000.00 | \$ - |
| 100-4081500-5698 | GRANT AND MATCHING FUNDS | \$ | 10,000.00 | \$ | 10,000.00 | \$ 10,000.00 |
| 100-4081500-5699 | DBI/ECO DEV PROF SERVICES | \$ | 20,000.00 | \$ | 18,000.00 | \$ 18,000.00 |
| | TOTAL ECONOMIC DEVELOPMENT | \$ | 72,000.00 | \$ | 82,000.00 | \$ 40,000.00 |

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|------------------|---|----|--------------|----|--------------|-----------------|
| | PLANNING COMMISSION | | | | | |
| 100-4081600-1111 | EXPENSE COMPENSATION | \$ | 5,000.00 | \$ | 5,000.00 | \$ 5,000.00 |
| 100-4081600-5540 | TRAINING | \$ | 1,000.00 | \$ | 1,000.00 | \$ 1,000.00 |
| 100-4081600-5810 | DUES | \$ | 250.00 | \$ | 250.00 | \$ 250.00 |
| | TOTAL PLANNING COMMISSION | \$ | 6,250.00 | \$ | 6,250.00 | \$ 6,250.00 |
| | B'VILLE AREA DEV AUTHORITY | | | | | |
| 100-4081700-1111 | EXPENSE COMPENSATION | \$ | 2,500.00 | \$ | 2,500.00 | \$ 2,500.00 |
| 100-4081700-5540 | TRAINING | \$ | 250.00 | \$ | 250.00 | \$ 250.00 |
| 100-4081700-5810 | DUES | \$ | 125.00 | \$ | 125.00 | \$ 125.00 |
| | TOTAL B'VILLE AREA DEV AUTHORITY | \$ | 2,875.00 | \$ | 2,875.00 | \$ 2,875.00 |
| | ARCHITECTURAL REVIEW BOARD | | | | | |
| 100-4081800-5540 | TRAINING | \$ | 250.00 | \$ | 500.00 | \$ 500.00 |
| | TOTAL ARCHITECTURAL REVIEW BD | \$ | 250.00 | \$ | 500.00 | \$ 500.00 |
| | CAPITAL OUTLAY | | | | | |
| 100-4094200-8200 | PW SITE EXPANSION-RESERVE | | | | | |
| 100-4094200-8201 | CHRISTMAS DECORATIONS | | | | | |
| 100-4094200-8225 | COMPUTER REPLACEMENT | \$ | 4,000.00 | \$ | 4,000.00 | \$ 4,000.00 |
| 100-4094200-8231 | Police Cruiser | \$ | - | \$ | - | \$ 43,530.00 |
| 100-4094200-8338 | ONE TON DUMP | \$ | 40,000.00 | | | |
| 100-4094200-8339 | SALT BOX/SNOW PLOW | \$ | 9,600.00 | | | |
| 100-4094200-8340 | MOWER | \$ | - | \$ | 6,000.00 | |
| 100-4094200-8345 | PW TON DUMP BED (1/2 VDOT) | \$ | - | | | \$ 4,500.00 |
| 100-4094200-8367 | SEWER JET RODDER | \$ | 22,445.00 | | | |
| 100-4094200-8411 | CAPITAL RESERVE | | | \$ | 43,508.00 | |
| 100-4094200-8421 | PD IN CAR CAMERA REP | \$ | - | | | |
| 100-4094200-8450 | HVAC JOINT GOV CTR | \$ | - | | | |
| 100-4094200-8500 | PPTRA RESERVE | \$ | - | \$ | 10,000.00 | \$ 10,000.00 |
| 100-4094200-8601 | PD SOFTWARE UPGRADE | | | \$ | 25,610.00 | |
| 100-4094200-8603 | PD SERVER REPLACEMENT | | | \$ | 5,000.00 | |
| 100-4094200-8702 | WAYFINDING SIGNS | | | | | \$ 10,000.00 |
| 100-4094200-8803 | PUBLIC WORKS IMPROVEMENTS (3/4 VDOT) | | | | | \$ 24,750.00 |
| | TOTAL CAPITAL OUTLAY | \$ | 76,045.00 | \$ | 94,118.00 | \$ 96,780.00 |
| | CONTINGENCY | | | | | |
| 100-4094300-5800 | CONTINGENCY (4.5%) | \$ | 213,976.00 | \$ | 85,560.00 | \$ 133,038.00 |
| | TOTAL CONTINGENCY | \$ | 213,976.00 | \$ | 85,560.00 | \$ 133,038.00 |
| | DEBT SERVICE | | | | | |
| 100-4095000-9110 | CIP PRINCIPAL | \$ | 31,800.00 | \$ | 33,120.00 | \$ 35,000.00 |
| 100-4095000-9120 | CIP INTEREST | \$ | 89,680.00 | \$ | 88,360.00 | \$ 86,480.00 |
| 100-4095000-9130 | RDA DEBT SER RESERVE | \$ | 12,147.00 | \$ | 12,147.00 | \$ 12,147.00 |
| | TOTAL DEBT SERVICE | \$ | 133,627.00 | \$ | 133,627.00 | \$ 133,627.00 |
| | TOTAL GENERAL FUND OPERATIONAL | \$ | 2,792,710.00 | \$ | 2,851,876.00 | \$ 2,941,604.00 |
| | TOTAL GENERAL FUND CONTINGENCY | \$ | 213,976.00 | \$ | 85,560.00 | \$ 133,038.00 |
| | TOTAL GENERAL FUND CAP OUTLAY | \$ | 76,045.00 | \$ | 94,118.00 | \$ 96,780.00 |
| | TOTAL GENERAL FUND DEBT SERVICE | \$ | 133,627.00 | \$ | 133,627.00 | \$ 133,627.00 |
| | TOTAL GENERAL FUND EXPENSES | \$ | 3,216,358.00 | \$ | 3,165,181.00 | \$ 3,305,049.00 |

WATER FUND

PERSONNEL

| | | | | | | | |
|------------------|--------------------------------|----|-----------|----|-----------|----|-----------|
| 501-4012220-1140 | COMPENSATION | \$ | 37,825.00 | \$ | 38,460.00 | \$ | 40,100.00 |
| 501-4012220-2100 | MATCHING FICA EXPENSE (7.65 %) | \$ | 18,900.00 | \$ | 18,525.00 | \$ | 3,100.00 |
| 501-4012220-2210 | RETIREMENT - LEOS | \$ | 21,255.00 | \$ | 27,075.00 | \$ | 28,950.00 |
| 501-4012220-2220 | VMLIP - STD | \$ | 155.00 | \$ | 150.00 | \$ | 145.00 |
| 501-4012220-2230 | VMLIP - LTD | \$ | 1,340.00 | \$ | 1,300.00 | \$ | 1,280.00 |
| 501-4012220-2300 | HEALTH INSURANCE | \$ | 35,000.00 | \$ | 37,255.00 | \$ | 38,500.00 |
| 501-4012220-2400 | LIFE INSURANCE | \$ | 3,260.00 | \$ | 2,860.00 | \$ | 2,820.00 |
| 501-4012220-2600 | UNEMPLOYMENT INSURANCE | \$ | 215.00 | \$ | 180.00 | \$ | 70.00 |
| 501-4012220-2700 | WORKER'S COMPENSATION | \$ | 8,250.00 | \$ | 6,400.00 | \$ | 5,250.00 |
| 501-4012220-3145 | PROFESSIONAL SERVICES | \$ | 1,000.00 | \$ | 100.00 | \$ | - |
| 501-4012220-3170 | MISS UTILITY | \$ | 1,900.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 501-4012220-3320 | HANDHELD MAINT | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| 501-4012220-5210 | POSTAGE | \$ | 2,500.00 | \$ | 2,500.00 | \$ | 2,500.00 |
| 501-4012220-5540 | TRAINING | \$ | - | \$ | 1,000.00 | \$ | 1,000.00 |
| 501-4012220-6001 | OFFICE SUPPLIES | \$ | 650.00 | \$ | 650.00 | \$ | 1,000.00 |

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|------------------------|--|----|------------|----|------------|----|------------|
| TOTAL PERSONNEL | | \$ | 134,250.00 | \$ | 139,455.00 | \$ | 127,715.00 |
|------------------------|--|----|------------|----|------------|----|------------|

TREATMENT

| | | | | | | | |
|------------------|--------------------------------|----|------------|----|------------|----|------------|
| 501-4012222-1147 | COMPENSATION | \$ | 150,500.00 | \$ | 143,810.00 | \$ | 141,200.00 |
| 501-4012222-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 10,800.00 |
| 501-4012222-2830 | CERTIFICATION FEES | \$ | 900.00 | \$ | 500.00 | \$ | 900.00 |
| 501-4012222-2840 | STATE CONNECTION FEES | \$ | 5,100.00 | \$ | 5,100.00 | \$ | 5,100.00 |
| 501-4012222-2850 | LAB TESTING | \$ | 10,000.00 | \$ | 10,000.00 | \$ | 22,000.00 |
| 501-4012222-3110 | MEDICAL EXAMS | \$ | 200.00 | \$ | 200.00 | \$ | 200.00 |
| 501-4012222-3145 | PROFESSIONAL SERVICES | \$ | 10,000.00 | \$ | 15,000.00 | \$ | 15,000.00 |
| 501-4012222-3210 | SLUDGE REMOVAL | \$ | 22,000.00 | \$ | 22,000.00 | \$ | 22,000.00 |
| 501-4012222-3220 | CLEAN RIVER INTAKE | \$ | - | \$ | 1,000.00 | \$ | 2,000.00 |
| 501-4012222-3310 | REPAIR & MAINTENANCE | \$ | 40,000.00 | \$ | 40,000.00 | \$ | 44,000.00 |
| 501-4012222-3510 | CONSUMER CONFIDENCE RPT | \$ | 1,700.00 | \$ | 500.00 | \$ | 500.00 |
| 501-4012222-5110 | ELECTRICITY | \$ | 55,000.00 | \$ | 55,000.00 | \$ | 59,000.00 |
| 501-4012222-5120 | FUEL/OIL HEAT | \$ | 2,700.00 | \$ | 2,700.00 | \$ | 2,700.00 |
| 501-4012222-5230 | TELECOMMUNICATIONS | \$ | 2,500.00 | \$ | 2,500.00 | \$ | 2,500.00 |
| 501-4012222-5415 | COPIER LEASE | | | \$ | 600.00 | \$ | 600.00 |
| 501-4012222-5540 | TRAINING | \$ | 2,500.00 | \$ | 2,500.00 | \$ | 2,500.00 |
| 501-4012222-5690 | DISCHARGE PERMIT RENEWAL | \$ | 2,100.00 | \$ | 2,700.00 | \$ | 2,700.00 |
| 501-4012222-5810 | DUES | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 501-4012222-6001 | OFFICE SUPPLIES | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 501-4012222-6004 | LAB SUPPLIES | \$ | 3,600.00 | \$ | 3,600.00 | \$ | 3,600.00 |
| 501-4012222-6005 | JANITORIAL SUPPLIES | \$ | 700.00 | \$ | 700.00 | \$ | 700.00 |
| 501-4012222-6008 | GASOLINE & OIL | \$ | 6,200.00 | \$ | 6,200.00 | \$ | 6,200.00 |
| 501-4012222-6011 | UNIFORMS | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 501-4012222-6014 | TOOLS | \$ | 250.00 | \$ | 250.00 | \$ | 250.00 |
| 501-4012222-6019 | SAFETY EQUIPMENT | \$ | 2,000.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| 501-4012222-6020 | PERSONAL EQUIPMENT | \$ | 600.00 | \$ | 600.00 | \$ | 600.00 |
| 501-4012222-6025 | CHEMICALS | \$ | 43,000.00 | \$ | 40,000.00 | \$ | 40,000.00 |

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|------------------------|--|----|------------|----|------------|----|------------|
| TOTAL TREATMENT | | \$ | 364,050.00 | \$ | 359,960.00 | \$ | 389,550.00 |
|------------------------|--|----|------------|----|------------|----|------------|

DISTRIBUTION & MAINTENANCE

| | | | | | | | |
|------------------|--------------------------------|----|-----------|----|-----------|----|-----------|
| 501-4012224-1183 | COMPENSATION | \$ | 88,150.00 | \$ | 92,895.00 | \$ | 95,600.00 |
| 501-4012224-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 7,300.00 |
| 501-4012224-3330 | LINE REPAIR & MAINTENANCE | \$ | 42,750.00 | \$ | 42,750.00 | \$ | 42,750.00 |
| 501-4012224-6007 | MATERIALS & SUPPLIES | \$ | 11,875.00 | \$ | 11,875.00 | \$ | 11,875.00 |

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| 501-4012224-6019 | SAFETY EQUIPMENT | \$ | 710.00 | \$ | 710.00 | \$ | 710.00 |
| 501-4012224-6030 | NEW SERVICE SUPPLIES | \$ | 3,800.00 | \$ | 3,000.00 | \$ | 3,800.00 |
| | TOTAL DISTRIBUTION & MAINT | \$ | 147,285.00 | \$ | 151,230.00 | \$ | 162,035.00 |
| | CAPITAL OUTLAY | | | | | | |
| 501-4094200-8102 | TANK REPAIR & MAINT RESERVE | | | | | \$ | 75,000.00 |
| 501-4094200-8210 | DEPRECIATION EXPENSE | \$ | - | | | | |
| 501-4094200-8211 | CAPITAL RESERVES | \$ | 27,110.00 | | | \$ | 34,800.00 |
| 501-4094200-8361 | WATER LINE UPGRADES | \$ | 75,000.00 | \$ | 150,000.00 | \$ | 75,000.00 |
| 501-4094200-8368 | LEAK DETECTOR | \$ | 12,000.00 | | | | |
| 501-4094200-8550 | EQUIPMENT REPAIR RESERVE | \$ | 25,000.00 | \$ | 25,000.00 | \$ | 25,000.00 |
| 501-4094200-8605 | WTP BUILDING MAINTENANCE | | | \$ | 33,000.00 | | |
| 501-4094200-8703 | PICKUP (1/2) | | | | | \$ | 15,000.00 |
| 501-4094200-8704 | WATER FINISH PUMPS | | | | | \$ | 12,000.00 |
| | TOTAL CAPITAL OUTLAY | \$ | 139,110.00 | \$ | 208,000.00 | \$ | 236,800.00 |
| | CONTINGENCY | | | | | | |
| 501-4094300-5800 | CONTINGENCY (3.5%) | \$ | 32,359.00 | \$ | 31,105.00 | \$ | 24,600.00 |
| | TOTAL CONTINGENCY | \$ | 32,359.00 | \$ | 31,105.00 | \$ | 24,600.00 |
| | TOTAL WATER FUND OPERATIONAL | \$ | 645,585.00 | \$ | 650,645.00 | \$ | 679,300.00 |
| | TOTAL WATER FUND CONTINGENCY | \$ | 32,280.00 | \$ | 31,105.00 | \$ | 24,600.00 |
| | TOTAL WATER FUND CAP OUTLAY | \$ | 139,110.00 | \$ | 208,000.00 | \$ | 236,800.00 |

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| TOTAL WATER FUND EXPENSES | \$ | 816,975.00 | \$ | 889,750.00 | \$ | 940,700.00 |
|----------------------------------|----|------------|----|------------|----|------------|

SEWER FUND

PERSONNEL

| | | | | | | | |
|------------------|--------------------------------|----|------------|----|------------|----|------------|
| 502-4012220-1114 | COMPENSATION | \$ | 37,825.00 | \$ | 35,460.00 | \$ | 37,000.00 |
| 502-4012220-2100 | MATCHING FICA EXPENSE (7.65 %) | \$ | 24,750.00 | \$ | 24,500.00 | \$ | 2,850.00 |
| 502-4012220-2210 | RETIREMENT- LEOS | \$ | 27,820.00 | \$ | 35,805.00 | \$ | 38,350.00 |
| 502-4012220-2220 | VMLIP - STD | \$ | 200.00 | \$ | 195.00 | \$ | 190.00 |
| 502-4012220-2230 | VMLIP - LTD | \$ | 1,760.00 | \$ | 1,720.00 | \$ | 1,695.00 |
| 502-4012220-2300 | HEALTH INSURANCE | \$ | 46,000.00 | \$ | 49,275.00 | \$ | 50,975.00 |
| 502-4012220-2400 | LIFE INSURANCE | \$ | 4,270.00 | \$ | 3,780.00 | \$ | 3,730.00 |
| 502-4012220-2600 | UNEMPLOYMENT INSURANCE | \$ | 280.00 | \$ | 240.00 | \$ | 90.00 |
| 502-4012220-2700 | WORKER'S COMPENSATION | \$ | 10,500.00 | \$ | 8,500.00 | \$ | 7,000.00 |
| 502-4012220-3145 | PROFESSIONAL SERVICES | \$ | 2,000.00 | \$ | 1,000.00 | \$ | - |
| 502-4012220-3320 | HANDHELD MAINT | \$ | - | \$ | 2,000.00 | \$ | 2,000.00 |
| 502-4012220-5210 | POSTAGE | \$ | 7,000.00 | \$ | 7,000.00 | \$ | 7,000.00 |
| 502-4012220-6001 | OFFICE SUPPLIES | \$ | 500.00 | \$ | 750.00 | \$ | 1,500.00 |
| | TOTAL PERSONNEL | \$ | 162,905.00 | \$ | 170,225.00 | \$ | 152,380.00 |

TREATMENT

| | | | | | | | |
|------------------|--------------------------------|----|------------|----|------------|----|------------|
| 502-4012222-1147 | COMPENSATION | \$ | 235,800.00 | \$ | 235,530.00 | \$ | 233,900.00 |
| 502-4012222-2100 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 17,900.00 |
| 502-4012222-2830 | CERTIFICATION FEES | \$ | 400.00 | \$ | 900.00 | \$ | 500.00 |
| 502-4012222-2850 | LAB TESTING | \$ | 25,000.00 | \$ | 25,000.00 | \$ | 25,000.00 |
| 502-4012222-3145 | PROFESSIONAL SERVICES | \$ | 15,000.00 | \$ | 15,000.00 | \$ | 15,000.00 |
| 502-4012222-3210 | LANDFILL-SOLIDS DISPOSAL | \$ | 35,000.00 | \$ | 30,000.00 | \$ | 30,000.00 |
| 502-4012222-3310 | REPAIR & MAINTENANCE | \$ | 60,000.00 | \$ | 90,000.00 | \$ | 90,000.00 |
| 502-4012222-5110 | ELECTRICITY | \$ | 160,000.00 | \$ | 150,000.00 | \$ | 150,000.00 |

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| 502-4012222-5230 | TELECOMMUNICATIONS | \$ | 5,000.00 | \$ | 5,000.00 | \$ | 5,000.00 |
| 502-4012222-5415 | COPIER LEASE | | | \$ | 3,000.00 | \$ | 3,000.00 |
| 502-4012222-5540 | TRAINING | \$ | 6,500.00 | \$ | 5,000.00 | \$ | 4,000.00 |
| 502-4012222-5690 | Discharge Permit Renewal | \$ | 3,100.00 | \$ | 3,100.00 | \$ | 3,100.00 |
| 502-4012222-5810 | DUES | \$ | 500.00 | \$ | 500.00 | \$ | 500.00 |
| 502-4012222-6001 | OFFICE SUPPLIES | \$ | 2,500.00 | \$ | 2,500.00 | \$ | 2,500.00 |
| 502-4012222-6004 | LAB SUPPLIES | \$ | 9,000.00 | \$ | 8,000.00 | \$ | 8,000.00 |
| 502-4012222-6005 | JANITORIAL SUPPLIES | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 502-4012222-6008 | DIESEL FUEL | \$ | 8,000.00 | \$ | 8,000.00 | \$ | 8,000.00 |
| 502-4012222-6011 | UNIFORMS | \$ | 800.00 | \$ | 800.00 | \$ | 800.00 |
| 502-4012222-6014 | TOOLS | \$ | 1,500.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 502-4012222-6019 | SAFETY EQUIPMENT | \$ | 3,000.00 | \$ | 3,000.00 | \$ | 3,000.00 |
| 502-4012222-6020 | PERSONAL EQUIPMENT | \$ | 800.00 | \$ | 800.00 | \$ | 800.00 |
| 502-4012222-6025 | CHEMICALS | \$ | 100,000.00 | \$ | 100,000.00 | \$ | 100,000.00 |
| | TOTAL TREATMENT | \$ | 672,900.00 | \$ | 688,130.00 | \$ | 703,000.00 |
| | DISTRIBUTION & MAINTENANCE | | | | | | |
| 502-4012224-1183 | COMPENSATION | \$ | 88,150.00 | \$ | 92,895.00 | \$ | 95,600.00 |
| 502-4012224-1183 | MATCHING FICA EXPENSE (7.65 %) | | | | | \$ | 7,300.00 |
| 502-4012224-3310 | EQUIPMENT MAINTENANCE | \$ | 1,805.00 | \$ | 2,000.00 | \$ | 2,000.00 |
| 502-4012224-3330 | REPAIR & MAINTENANCE | \$ | 7,125.00 | \$ | 8,000.00 | \$ | 8,000.00 |
| 502-4012224-6007 | MATERIALS & SUPPLIES | \$ | 6,080.00 | \$ | 6,080.00 | \$ | 6,080.00 |
| 502-4012224-6019 | SAFETY EQUIPMENT | \$ | 285.00 | \$ | 285.00 | \$ | 285.00 |
| 502-4012224-6030 | NEW SERVICE SUPPLIES | \$ | 2,850.00 | \$ | 2,850.00 | \$ | 2,850.00 |
| | TOTAL DISTRIBUTION & MAINT | \$ | 106,295.00 | \$ | 112,110.00 | \$ | 122,115.00 |
| | CAPITAL PROJECTS | | | | | | |
| 502-4094100-8001 | OUTFALL LINE | \$ | - | | | | 0 |
| 502-4094100-8003 | NEW WWTP | \$ | - | | | | 0 |
| | TOTAL CAPITAL PROJECTS | \$ | - | \$ | - | \$ | - |
| | CAPITAL OUTLAY | | | | | | |
| 502-4094200-8110 | WWTP UPGRADES | \$ | - | | | | |
| 502-4094200-8134 | Sewer Collection Sys Rehab | \$ | 50,000.00 | \$ | 50,000.00 | \$ | 100,000.00 |
| 502-4094200-8210 | DEPRECIATION | \$ | - | | | | |
| 502-4094200-8367 | SEWER JET RODDER | \$ | 22,445.00 | | | | |
| 502-4094200-8411 | Capital Reserve | \$ | 11,200.00 | \$ | 156,295.00 | \$ | 271,855.00 |
| 502-4094200-8540 | MEMBRANE REPLACEMENT RESERVE | \$ | 50,000.00 | \$ | 50,000.00 | \$ | 50,000.00 |
| 502-4094200-8550 | EQUIPMENT REPAIR RESERVE | \$ | 15,000.00 | \$ | 25,000.00 | \$ | 25,000.00 |
| 502-4094200-8602 | 3/4 TON PICKUP (1/2 VDOT) | | | \$ | 16,500.00 | | |
| 502-4094200-8604 | STORM SEWER CAMERA (1/2 VDOT) | | | \$ | 16,000.00 | | |
| 502-4094200-8703 | PICKUP (1/2) | | | | | \$ | 15,000.00 |
| | TOTAL CAPITAL OUTLAY | \$ | 148,645.00 | \$ | 313,795.00 | \$ | 461,855.00 |
| | CONTINGENCY | | | | | | |
| 502-4094300-5800 | CONTINGENCY (3.5%) | \$ | 47,105.00 | \$ | 48,340.00 | \$ | 34,250.00 |
| | TOTAL CONTINGENCY | \$ | 47,105.00 | \$ | 48,340.00 | \$ | 34,250.00 |
| | DEBT SERVICE | | | | | | |
| 502-4095000-9118 | VRA PRINCIPAL | \$ | 470,000.00 | \$ | 470,000.00 | \$ | 470,000.00 |
| | TOTAL DEBT SERVICE | \$ | 470,000.00 | \$ | 470,000.00 | \$ | 470,000.00 |
| | TOTAL SEWER FUND OPERATIONAL | \$ | 942,100.00 | \$ | 970,465.00 | \$ | 977,495.00 |

| | | | | | | |
|-------------------------------|----|------------|----|------------|----|------------|
| TOTAL SEWER FUND CONTINGENCY | \$ | 47,105.00 | \$ | 48,340.00 | \$ | 34,250.00 |
| TOTAL SEWER FUND CAP OUTLAY | \$ | 148,645.00 | \$ | 313,795.00 | \$ | 461,855.00 |
| TOTAL SEWER FUND DEBT SERVICE | \$ | 470,000.00 | \$ | 470,000.00 | \$ | 470,000.00 |

| | | | | | | |
|----------------------------------|----|---------------------|----|---------------------|----|---------------------|
| TOTAL SEWER FUND EXPENSES | \$ | 1,607,850.00 | \$ | 1,802,600.00 | \$ | 1,943,600.00 |
|----------------------------------|----|---------------------|----|---------------------|----|---------------------|

| | | | | | | |
|---------------------------------|----|---------------------|----|---------------------|----|---------------------|
| TOTAL EXPENSES ALL FUNDS | \$ | 5,641,183.00 | \$ | 5,857,531.00 | \$ | 6,189,349.00 |
|---------------------------------|----|---------------------|----|---------------------|----|---------------------|

Attachment 8

BERRYVILLE TOWN COUNCIL
Budget & Finance Committee
Thursday, March 3, 2016
Berryville-Clarke County Government Center
Budget Work Session
9:30 a.m.

MINUTES

Roll:

Budget & Finance Committee:

Present: Harry Lee Arnold, Jr., Chairman; Wilson Kirby, Mayor

Staff: Keith Dalton, Town Manager; Desirée Moreland, Assistant Town Manager/Treasurer

1. **Call to Order** – Harry Lee Arnold, Jr., Chairman
Chairman Arnold called the meeting to order at 9:30 a.m.

2. **Discussion** – Budget Finance/CIP Committee
Staff gave an overview of proposed budget revenues which include a recommended increases in Real Estate (\$.186/\$100 to \$.19/\$100) tax rates because of a decrease in real estate assessments. No other increases were proposed. The Committee discussed the assessments and how they will affect the real estate tax rate as well as other revenue estimates in the draft budget.

Staff discussed proposed expenses. A 3% COLA payroll increase is proposed with select market adjustments; health care costs increased 7.44%. The Committee reviewed the expenses in each of the three funds/

Mr. Dalton discussed Capital Improvement Projects. The Committee reviewed the 5-year CIP and discussed future projects with staff.

Mr. Dalton briefed the Committee on his thoughts regarding staffing throughout the organization.

3. **Other**

4. **Adjourn**
There being no further business, on motion by Mayor Kirby, seconded by Chairman Arnold the work session was adjourned at 11:27 a.m.

Attachment 9



Berryville Police Department

101 Chalmers Ct., Suite A, Berryville, Virginia 22611

policeadmin@berryvilleva.gov

(540) 955-3863 (540) 955-0207 (Fax)

W. Neal White – Chief of Police

MEMO

DATE: 03/02/2016

TO: Town Council

FROM: Chief W. Neal White

CC:

RE: Council Report – March 8, 2016

Monthly Report

The department activity report for the month of February 2016 follows this memo.

Staffing

Officer Jonathan Graham submitted his resignation to accept an opportunity with the Leesburg Police Department. His last day with the department was February 26, 2016.

Don Mason joined the department to fill the position vacated by the retirement of Joey Adams. Don is currently attending the criminal justice academy which he will complete in May.

Police and Security Committee

The Police and Security Committee will meet on March 3, 2016. Minutes from the meeting will follow this memo.



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W. Neal White – Chief of Police

POLICE AND SECURITY REPORT

| Month: February | Year To Date | February | January |
|------------------------|--------------|-------------|-------------|
| Year: 2016 | 2016 | 2016 | 2016 |
| Total Miles Traveled: | 5,576 | 2,707 | 2,869 |
| Total Man Hours: | 2,167 | 954 | 1,213 |

Complaints Answered

| | | | |
|-----------------------------------|------------|-----------|-----------|
| 911 Hang Up: | 3 | 1 | 2 |
| Alarms: | 13 | 9 | 4 |
| Animal Complaint: | 14 | 8 | 6 |
| Assault And Battery: | 3 | 2 | 1 |
| Assist County: | 2 | 1 | 1 |
| Auto Larceny: | 1 | 0 | 1 |
| Burglary: | 1 | 0 | 1 |
| Civil Complaints: | 15 | 6 | 9 |
| Disturbance (Non Violent): | 10 | 3 | 7 |
| Domestic Disturbance: | 0 | 0 | 0 |
| Drunk In Public: | 2 | 1 | 1 |
| Forgery & Uttering: | 0 | 0 | 0 |
| Fraud: | 1 | 0 | 1 |
| Grand Larceny: | 0 | 0 | 0 |
| Harassment/Intimidation: | 7 | 3 | 4 |
| Homicide: | 0 | 0 | 0 |
| Juvenile Related: | 7 | 3 | 4 |
| Noise: | 11 | 7 | 4 |
| Petty Larceny: | 1 | 1 | 0 |
| Public Service: | 5 | 2 | 3 |
| Rape: | 0 | 0 | 0 |
| Robbery: | 0 | 0 | 0 |
| Runaway: | 1 | 1 | 0 |
| Shoplifting: | 0 | 0 | 0 |
| Suspicious Activity: | 25 | 13 | 12 |
| Trespassing: | 1 | 0 | 1 |
| Vandalism: | 3 | 0 | 3 |
| Welfare Check: | 18 | 10 | 8 |
| Miscellaneous Complaints: | 45 | 20 | 25 |
| Total Complaints Answered: | 189 | 91 | 98 |



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W. Neal White – Chief of Police

Traffic

| | | | |
|----------------------------|----|----|----|
| Accidents Investigated: | 2 | 0 | 2 |
| Assist Motorist: | 8 | 5 | 3 |
| Child Safety Seat Install: | 4 | 4 | 0 |
| Funeral Escort: | 5 | 3 | 2 |
| Hit & Run: | 1 | 0 | 1 |
| Parking Tickets: | 16 | 10 | 6 |
| Traffic Warnings: | 37 | 24 | 13 |

Traffic Summons Issued

| | | | |
|--------------------------------------|-----------|-----------|-----------|
| Defective Equipment: | 0 | 0 | 0 |
| Driving Suspended: | 2 | 1 | 1 |
| Expired Inspection: | 0 | 0 | 0 |
| Expired Registration: | 0 | 0 | 0 |
| Fail To Obey Highway Sign: | 19 | 13 | 6 |
| Fail To Obey Traffic Signals: | 0 | 0 | 0 |
| Fail To Stop/Lights & Siren: | 0 | 0 | 0 |
| Fail To Yield Right Of Way: | 0 | 0 | 0 |
| Hit And Run: | 0 | 0 | 0 |
| No Liability Insurance: | 0 | 0 | 0 |
| No Operator's License: | 0 | 0 | 0 |
| No Seat Belt: | 0 | 0 | 0 |
| Reckless Driving: | 2 | 0 | 2 |
| Speeding: | 11 | 6 | 5 |
| Miscellaneous Summons: | 0 | 0 | 0 |
| Total Traffic Summons Issued: | 34 | 20 | 14 |



Berryville Police Department

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(540) 955-3863 (540) 955-0207 (Fax)

W. Neal White – Chief of Police

Criminal Arrests Made

| | | | |
|---------------------------------|----|----|---|
| Abduction: | 0 | 0 | 0 |
| Arson: | 0 | 0 | 0 |
| Assault And Battery: | 3 | 2 | 1 |
| A & B On Police Officer: | 0 | 0 | 0 |
| Auto Larceny: | 0 | 0 | 0 |
| Breaking And Entering: | 1 | 0 | 1 |
| Capias: | 0 | 0 | 0 |
| Disorderly Conduct: | 0 | 0 | 0 |
| Driving While Intoxicated: | 0 | 0 | 0 |
| Drunk In Public: | 2 | 1 | 1 |
| Fail To Obey Police Officer: | 0 | 0 | 0 |
| Fail To Pay Parking Ticket: | 0 | 0 | 0 |
| Forgery: | 0 | 0 | 0 |
| Fraud: | 0 | 0 | 0 |
| Grand Larceny: | 0 | 0 | 0 |
| Homicide: | 0 | 0 | 0 |
| Illegal Drugs/Paraphernalia | 0 | 0 | 0 |
| Petty Larceny: | 0 | 0 | 0 |
| Possess Alcohol Underage: | 0 | 0 | 0 |
| Protective Order: | 7 | 5 | 2 |
| Rape: | 0 | 0 | 0 |
| Resisting Arrest: | 0 | 0 | 0 |
| Robbery: | 0 | 0 | 0 |
| Shoplifting: | 0 | 0 | 0 |
| Trespassing: | 0 | 0 | 0 |
| Vandalism: | 0 | 0 | 0 |
| Weapons Violation | 0 | 0 | 0 |
| | 3 | 2 | 1 |
| Miscellaneous Criminal Arrests: | | | |
| Juvenile Arrest Total: | 0 | 0 | 0 |
| Total Criminal Arrests: | 16 | 10 | 6 |

Found Open At Business In Town

| | | | |
|--------------------------|---|---|---|
| Doors: | 5 | 1 | 0 |
| Windows: | 0 | 0 | 0 |
| Garage Doors Found Open: | 0 | 0 | 0 |

Attachment 10

BERRYVILLE TOWN COUNCIL
Police and Security Committee
Thursday, March 3, 2016
Berryville-Clarke County Government Center
6:00 p.m.

MINUTES

Roll:

Town Council:

Present: Councilman Dave Tollett, Chair; Councilman Bryant Condrey

Staff: Keith Dalton, Town Manager; Neal White, Chief of Police

Press: None

The meeting was called to order at 6:00 pm by Committee Chair Tollett.

Chair Tollett welcomed new committee member Councilman Bryant Condrey and provided a brief background of projects that the committee had worked on recently.

Chief White began his report by advising the current status of staffing within the department.

Chief White then explained the hiring and training process for a law enforcement officer and the certification requirements through the Department of Criminal Justice Services (DCJS).

Chief White then provided an update on the recent conversion of the records management system (RMS) to the new vendor Southern Software.

Chief White then advised the committee of the status of the vehicle fleet within the department. There are currently five vehicles assigned to the fleet, and information concerning mileage and the age of the vehicle was provided in the committee packet. Chief White advised that within the upcoming budget proposal a new vehicle was requested to replace an aging vehicle within the fleet. He also explained that the standard course of replacement is to attempt to replace a single vehicle each budget cycle for five years, and then skip a year or two before beginning the cycle again. The committee was also advised that it would be the intention to maintain the fleet with two utility vehicles and three sedans.

The next item discussed was the salary and benefit survey conducted by Chief White that was included in the packet materials. Chair Tollett began the discussion by stating that during the last budget cycle the Hazardous Duty Supplement or LEOS was funded for members of the police department. He felt that this move was important for the police department so that staff could potentially retire at an earlier age. He further stated that

the intention of the benefit was also to assist with the recruitment and retention of officers as many other agencies in the area already had the benefit. Chair Tollett also stated that he felt that the police department should explore a separate pay scale configuration to help retain employees. The pay scale would be a guide for employees to have a clear understanding of where their pay rate would be established based upon their years of service to the department.

Chief White advised that the survey was conducted among many of the agencies to which the department had recently lost officers and other departments in the region. The department had lost five officers in the past year to other law enforcement agencies in the region to include Leesburg, Loudoun County, Purcellville, Clarke County, and the Winchester City Sheriff's Office.

Chief White advised that some agencies did not return information even after multiple requests. Chair Tollett requested that information from the Purcellville Police Department and Middletown Police Department be collected for comparison. He also requested that Chief White compile examples of pay scales used by other departments in the region for comparison.

Mr. Dalton advised that the development of a pay scale can be a labor intensive project and may require the assistance of a consulting firm. He advised that Clarke County had recently hired a consulting firm to conduct such a study and that it may be recommended to look at their results. Mr. Dalton also voiced concerns about instituting a scale for police only and how it would impact other departments within the town. He cited that the utilities department is also suffering from increased rates of turnover because of the demand for certified wastewater treatment operators. He added that the town is blessed to have many dedicated employees and that we need to make sure that everyone's pay/benefits is a priority.

Chief White also explained how the department utilizes a reimbursement procedure for officers that are hired without a law enforcement certification. Chair Tollett asked if this type of agreement has been utilized with officers who are hired who already have their certification. That process had not been used in the past, and Chair Tollett asked if that possibility could be explored.

Chief White then discussed the electronic citation program. The committee was advised that for the Berryville Police Department this project would not be self-funded based on the average amount of traffic summonses issued. There would be an implementation cost to the town and potentially recurring costs for the maintenance of the program.

The committee was advised that at this point it would be beneficial to observe how the program works for Clarke County and see if they encounter any hurdles during implementation. The committee was advised that the reduction of data entry with the implementation of this program could result in a restructure of administrative staffing within the police department.

Chief White advised that his FY 16-17 budget request had been prepared and submitted. He advised that there were no major adjustments in the budget or capital improvement projects aside from the request for a vehicle.

The committee was advised that work continues on revisions to the Town Code. Many sections have been reviewed and updated, and more remain. It was recommended to the committee that the next section to be reviewed would be Chapter 8 which covers garbage and refuse.

In other business, Chief White advised the committee of recent developments concerning the establishment of a new regional training academy. Chief White advised that there was another meeting scheduled for March 17, 2016 concerning the new academy and that he would keep the committee informed of progress.

The committee will meet again on April 28, 2016 at 06:00 pm.

With no further business, the meeting was adjourned at 7:16 pm.

Attachment 11

Memo

To: Town Council
From: David Tyrrell
Date: March 2, 2016
Re: February 2016 Operations Report

The water treatment plant is in compliance for February 2016 with its monthly parameters. We sent a total of 8.978 MG water to the system with a daily average production of 0.359 MGD and a daily max of 0.712 MG.

Plant operations for February were anything but routine with river conditions being the biggest challenge. The rains and flooding conditions made it necessary to shut down for a few days the afternoon of the fourth and we did not restart the plant until the eighth. This down time was used to complete some maintenance at both the WTP and WWTP. We then spent the next several days working to restore water storage levels which involved running 24 hour shifts to refill the storage tanks once the river conditions really cleared and before the next storm arrived. During this time filter #1 has been having difficulties maintaining turbidity levels. We did drain the filter one morning and dug around the media for issues, checked the surface wash system, then placed it back into service. This check seems to have helped but we continue to keep a close eye on operation of this filter. Water storage levels are returned to their normal levels after our time not producing.

Drought Conditions: Water levels in the Shenandoah River have run above historical averages for the month of February. There is no concern for drought in our area at this time.

The wastewater plant is in compliance with its discharge permit for February per data received to date with our nutrient removal continuing to do very well. We treated a total of 19.74 MG with a daily average of 0.68 MGD and a daily max of 1.30 MG discharged to the river. Influent flow rates have seen drastic effects from the snow and rains in February with an instantaneous max flow rate of 2.38 MGD or 1650 gpm coming into the facility. Flow equalization has worked very well.

Attached for review is the data report for the wastewater plant, latest InSight report for the membrane performance from GE, and the water plant page 1 operations report for VDH.

FLOWS AND CHEMICAL DOSAGES

February 2016

No. Connections Served: 1610
Population Served: 4185

| DATE | Raw Water Treated MGD | Finished Water Produced MGD | Finished Water Delivered MGD | Hours in Service | Raw Water Chemicals | | | | | | | | | | | | Finished Water Chemicals | | | | | | | |
|---------|-----------------------|-----------------------------|------------------------------|------------------|---------------------|-------|-------------|------|-------------|-------|-------------|------|-------------|-------|-------------|------|--------------------------|---------|-------------|-------|----------------|-------|--|--|
| | | | | | Alum | | Carbon | | Chlorine | | Fluoride | | Polymer | | KMnO4 | | Soda Ash | | Chlorine | | Corr Inhibitor | | | |
| | | | | | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L | | |
| 1 | 0.496 | | 0.451 | 14.0 | 30 | 7.4 | 4 | 1.0 | | | | 3.3 | 0.79 | 0.088 | 0.021 | 0.0 | 0.0 | | | 10.5 | 2.5 | | | |
| 2 | 0.608 | | 0.550 | 17.5 | 61 | 12.0 | 5 | 0.9 | | | | 6.8 | 1.34 | 0.099 | 0.020 | 4.0 | 0.8 | | | 14.6 | 2.9 | | | |
| 3 | 0.492 | | 0.413 | 15.0 | 66 | 16.1 | 4 | 1.0 | | | | 6.7 | 1.64 | 0.086 | 0.021 | 0.0 | 0.0 | | | 13.8 | 3.4 | | | |
| 4 | 0.276 | | 0.233 | 9.0 | 35 | 15.4 | 2 | 1.0 | | | | 3.4 | 1.46 | 0.057 | 0.025 | 5.0 | 2.2 | | | 8.3 | 3.6 | | | |
| 5 | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | 0.396 | | 0.284 | 13.0 | 51 | 15.4 | 4 | 1.1 | | | | 3.5 | 1.07 | 0.097 | 0.029 | 4.0 | 1.2 | | | 11.9 | 3.6 | | | |
| 9 | 0.501 | | 0.443 | 15.0 | 51 | 12.1 | 4 | 1.1 | | | | 6.7 | 1.61 | 0.119 | 0.028 | 0.0 | 0.0 | | | 13.1 | 3.1 | | | |
| 10 | 0.5 | | 0.450 | 15.0 | 41 | 9.7 | 4 | 1.0 | | | | 6.7 | 1.61 | 0.097 | 0.023 | 5.0 | 1.2 | | | 13.8 | 3.3 | | | |
| 11 | 0.514 | | 0.464 | 15.5 | 41 | 9.5 | 4 | 0.9 | | | | 6.7 | 1.57 | 0.097 | 0.023 | 0.0 | 0.0 | | | 14.2 | 3.3 | | | |
| 12 | 0.385 | | 0.274 | 12.0 | 25 | 7.9 | 2 | 0.5 | | | | 10.2 | 3.17 | 0.093 | 0.029 | 5.0 | 1.6 | | | 11.0 | 3.4 | | | |
| 13 | 0.249 | | 0.210 | 7.5 | 20 | 9.8 | 2 | 1.0 | | | | 0.3 | 0.13 | 0.057 | 0.027 | 0.0 | 0.0 | | | 6.9 | 3.3 | | | |
| 14 | 0.223 | | 0.203 | 6.8 | 10 | 5.5 | 1 | 0.6 | | | | 9.7 | 5.22 | 0.040 | 0.022 | 0.0 | 0.0 | | | 6.2 | 3.3 | | | |
| 15 | 0.253 | | 0.193 | 8.0 | 20 | 9.4 | 4 | 1.7 | | | | 3.4 | 1.56 | 0.050 | 0.023 | 0.0 | 0.0 | | | 7.3 | 3.4 | | | |
| 16 | 0.535 | | 0.408 | 17.0 | 46 | 10.2 | 3 | 0.7 | | | | 6.8 | 1.52 | 0.119 | 0.027 | 0.0 | 0.0 | | | 15.6 | 3.5 | | | |
| 17 | 0.781 | | 0.712 | 24.0 | 122 | 18.7 | 6 | 0.9 | | | | 10.1 | 1.56 | 0.181 | 0.028 | 4.0 | 0.6 | | | 20.0 | 3.1 | | | |
| 18 | 0.258 | | 0.232 | 8.3 | 51 | 23.6 | 2 | 1.0 | | | | 3.4 | 1.58 | 0.051 | 0.024 | 0.0 | 0.0 | | | 6.9 | 3.2 | | | |
| 19 | 0.524 | | 0.454 | 15.8 | 122 | 27.8 | 4 | 1.0 | | | | 14.4 | 3.30 | 0.090 | 0.021 | 4.0 | 0.9 | | | 14.1 | 3.2 | | | |
| 20 | 0.289 | | 0.244 | 9.0 | 51 | 21.0 | 4 | 1.7 | | | | 3.4 | 1.41 | 0.060 | 0.025 | 0.0 | 0.0 | | | 9.8 | 4.0 | | | |
| 21 | 0.256 | | 0.226 | 7.8 | 46 | 21.4 | 2 | 0.9 | | | | 3.4 | 1.58 | 0.049 | 0.023 | 4.0 | 1.9 | | | 8.4 | 3.9 | | | |
| 22 | 0.506 | | 0.437 | 14.8 | 71 | 16.8 | 5 | 1.2 | | | | 6.8 | 1.60 | 0.101 | 0.024 | 0.0 | 0.0 | | | 13.5 | 3.2 | | | |
| 23 | 0.495 | | 0.440 | 15.0 | 71 | 17.2 | 5 | 1.1 | | | | 3.6 | 0.88 | 0.119 | 0.029 | 4.0 | 1.0 | | | 13.8 | 3.3 | | | |
| 24 | 0.445 | | 0.392 | 14.0 | 51 | 13.7 | 3 | 0.9 | | | | 6.7 | 1.81 | 0.110 | 0.030 | 2.0 | 0.5 | | | 11.7 | 3.1 | | | |
| 25 | 0.453 | | 0.404 | 13.3 | 51 | 13.4 | 4 | 1.1 | | | | 7.0 | 1.85 | 0.110 | 0.029 | 2.0 | 0.5 | | | 11.0 | 2.9 | | | |
| 26 | 0.444 | | 0.407 | 13.3 | 51 | 13.7 | 4 | 0.9 | | | | 9.5 | 2.57 | 0.106 | 0.029 | 3.0 | 0.8 | | | 11.0 | 3.0 | | | |
| 27 | 0.152 | | 0.133 | 3.8 | 20 | 16.0 | 1 | 0.6 | | | | 3.6 | 2.82 | 0.037 | 0.029 | 0.0 | 0.0 | | | 3.1 | 2.5 | | | |
| 28 | | | | | | | | | | | | | | | | | | | | | | | | |
| 29 | 0.377 | | 0.322 | 11.5 | 41 | 12.9 | 4 | 1.1 | | | | 3.2 | 1.02 | 0.090 | 0.029 | 4.0 | 1.3 | | | 9.1 | 2.9 | | | |
| 30 | | | | | | | | | | | | | | | | | | | | | | | | |
| 31 | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | 10.413 | 0.000 | 8.979 | 315.5 | 1242 | 356.4 | 86 | 24.8 | 0.0 | 0.00 | 149.3 | 44.7 | 2.20 | 0.636 | 50 | 14.5 | 0.0 | 0.00 | 279.5 | 81.09 | 0.0 | 0.00 | | |
| Maximum | 0.781 | 0.000 | 0.712 | 24.0 | 122 | 27.8 | 6 | 1.7 | 0.0 | 0.00 | 14.4 | 5.2 | 0.18 | 0.030 | 5 | 2.2 | 0.0 | 0.00 | 20.0 | 4.05 | 0.0 | 0.00 | | |
| Minimum | 0.152 | 0.000 | 0.133 | 3.8 | 10 | 5.5 | 1 | 0.5 | 0.0 | 0.00 | 0.3 | 0.1 | 0.04 | 0.020 | 0 | 0.0 | 0.0 | 0.00 | 3.1 | 2.47 | 0.0 | 0.00 | | |
| Average | 0.417 | 0.000 | 0.359 | 12.6 | 50 | 14.3 | 3 | 1.0 | ##### | ##### | 6.0 | 1.8 | 0.09 | 0.025 | 2 | 0.6 | ##### | #DIV/0! | 11.2 | 3.24 | #### | ##### | | |

SIGNED: (OPERATOR IN RESPONSIBLE CHARGE) _____

PRINTED NAME David A Tyrrell

TITLE: OPERATOR CLASSIFICATION Class 1
DPOR CERTIFICATION NO. 1955002813

RAW WATER SOURCE(S) USED DURING MONTH: (SOURCE/DATES)

Shenandoah River - Entire Month

Berryville STP Monthly DMR Data

February 2016

| Date | Effluent Flow
MGD | Eff pH
SU | Eff Temp
Deg C | Eff CBOD
mg/l | Eff CBOD
KG/D | Eff TSS
mg/l | Eff TSS
KG/D | Effluent DO
River
mg/l | Effluent DO
WWTP
mg/l | Eff NO2 /
NO3
mg/l | Eff TKN
mg/l | Eff TKN
KG/D | Eff Total N
mg/l |
|-----------|----------------------|--------------|-------------------|------------------|------------------|-----------------|-----------------|------------------------------|-----------------------------|--------------------------|-----------------|-----------------|---------------------|
| 2/1/2016 | 0.31 | 7.7 | 13.0 | | | | | 10.1 | 12.0 | | | | |
| 2/2/2016 | 0.55 | 7.7 | 13.0 | 0.00 | 0.00 | 0.00 | 0.00 | 11.4 | 11.7 | 0.60 | 0.39 | 0.80 | 0.99 |
| 2/3/2016 | 1.29 | 7.3 | 13.8 | 0.00 | 0.00 | | | 12.0 | 11.3 | | | | |
| 2/4/2016 | 1.11 | 7.8 | 15.3 | 0.00 | 0.00 | | | 13.6 | 12.3 | | | | |
| 2/5/2016 | 1.11 | 7.6 | 14.6 | | | | | 13.0 | 12.5 | | | | |
| 2/6/2016 | 0.75 | 7.3 | 13.2 | | | | | 12.3 | 12.2 | | | | |
| 2/7/2016 | 0.75 | 7.6 | 14.0 | | | | | 12.2 | 12.2 | | | | |
| 2/8/2016 | 0.95 | 7.4 | 14.0 | | | | | 12.9 | 12.6 | | | | |
| 2/9/2016 | 0.49 | 7.3 | 14.1 | 0.00 | 0.00 | | | 12.0 | 12.3 | | | | |
| 2/10/2016 | 0.61 | 7.5 | 13.4 | 1.00 | 2.30 | | | 12.4 | 11.9 | | | | |
| 2/11/2016 | 0.54 | 7.8 | 13.7 | 0.00 | 0.00 | | | 12.9 | 12.7 | | | | |
| 2/12/2016 | 0.44 | 7.6 | 13.6 | | | | | 12.9 | 12.6 | | | | |
| 2/13/2016 | 0.38 | 7.6 | 13.0 | | | | | 12.9 | 12.5 | | | | |
| 2/14/2016 | 0.36 | 7.8 | 13.7 | | | | | 13.9 | 13.6 | | | | |
| 2/15/2016 | 0.31 | 7.8 | 12.8 | | | | | 13.4 | 13.1 | | | | |
| 2/16/2016 | 0.51 | 7.7 | 12.5 | 0.00 | 0.00 | | | 13.2 | 12.5 | 2.07 | 0.00 | 0.00 | 2.07 |
| 2/17/2016 | 0.87 | 7.9 | 15.0 | 3.00 | 9.89 | | | 12.1 | 11.5 | | | | |
| 2/18/2016 | 0.87 | 7.7 | 16.0 | 4.00 | 13.13 | | | 12.4 | 11.5 | | | | |
| 2/19/2016 | 0.59 | 7.7 | 12.2 | | | | | 11.4 | 10.2 | | | | |
| 2/20/2016 | 0.56 | 7.6 | 13.4 | | | | | 12.8 | 12.0 | | | | |
| 2/21/2016 | 0.53 | 7.8 | 13.7 | | | | | 10.5 | 9.8 | | | | |
| 2/22/2016 | 0.47 | 7.6 | 13.9 | | | | | 13.5 | 12.2 | | | | |
| 2/23/2016 | 0.48 | 7.7 | 14.2 | | | | | 13.0 | 11.4 | | | | |
| 2/24/2016 | 0.73 | 7.5 | 13.9 | | | | | 13.1 | 12.2 | | | | |
| 2/25/2016 | 1.30 | 7.6 | 12.8 | | | | | 12.2 | 12.3 | | | | |
| 2/26/2016 | 1.04 | 7.8 | 13.0 | | | | | 13.1 | 12.2 | | | | |
| 2/27/2016 | 0.74 | 7.7 | 14.4 | | | | | | | | | | |
| 2/28/2016 | 0.58 | 7.3 | 14.5 | | | | | | | | | | |
| 2/29/2016 | 0.56 | 7.8 | 15.4 | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Minimum | 0.31 | 7.3 | 12.2 | 0.00 | 0.00 | 0.00 | 0.00 | 10.1 | 9.8 | 0.60 | 0.00 | 0.00 | 0.99 |
| Maximum | 1.30 | 7.9 | 16.0 | 4.00 | 13.13 | 0.00 | 0.00 | 13.9 | 13.6 | 2.07 | 0.39 | 0.80 | 2.07 |
| Total | 19.74 | 221.2 | 400.1 | 8.00 | 25.32 | 0.00 | 0.00 | 325.2 | 313.3 | 2.67 | 0.39 | 0.80 | 3.06 |
| Average | 0.68 | 7.6 | 13.8 | 0.89 | 2.81 | 0.00 | 0.00 | 12.5 | 12.1 | 1.34 | 0.20 | 0.40 | 1.53 |
| Geo Mean | 0.63 | 7.6 | 13.8 | 1.32 | 1.88 | 1.00 | 1.00 | 12.5 | 12.0 | 1.11 | 0.6 | 0.90 | 1.43 |

Berryville STP Monthly DMR Data

February 2016

| Date | Eff Total N
KG/D | Eff Total P
mg/l | Eff Total P
KG/D | E-Coli
No/100ml |
|-----------|---------------------|---------------------|---------------------|--------------------|
| 2/1/2016 | | | | |
| 2/2/2016 | 2.05 | 0.03 | 0.06 | 1 |
| 2/3/2016 | | | | |
| 2/4/2016 | | | | |
| 2/5/2016 | | | | |
| 2/6/2016 | | | | |
| 2/7/2016 | | | | |
| 2/8/2016 | | | | |
| 2/9/2016 | | | | 1 |
| 2/10/2016 | | | | |
| 2/11/2016 | | | | |
| 2/12/2016 | | | | |
| 2/13/2016 | | | | |
| 2/14/2016 | | | | |
| 2/15/2016 | | | | |
| 2/16/2016 | 3.98 | 0.17 | 0.33 | 1 |
| 2/17/2016 | | | | |
| 2/18/2016 | | | | |
| 2/19/2016 | | | | |
| 2/20/2016 | | | | |
| 2/21/2016 | | | | |
| 2/22/2016 | | | | |
| 2/23/2016 | | | | |
| 2/24/2016 | | | | |
| 2/25/2016 | | | | |
| 2/26/2016 | | | | |
| 2/27/2016 | | | | |
| 2/28/2016 | | | | |
| 2/29/2016 | | | | |
| | | | | |
| | | | | |
| Minimum | 2.05 | 0.03 | 0.06 | 1 |
| Maximum | 3.98 | 0.17 | 0.33 | 1 |
| Total | 6.02 | 0.20 | 0.39 | 3 |
| Average | 3.01 | 0.10 | 0.19 | 1 |
| Geo Mean | 2.85 | 0.07 | 0.14 | 1 |



Berryville Biweekly InSight Report

Date: 2/17/2016

From: Jeny Chacko - GE Water & Process Technologies

To: David Tyrrell, Jeff Cappo - Town of Berryville

cc: Phil Lander, Al Farrell, Matthew Stapleford - GE Water & Process Technologies

System Equipment

4 × ZW trains, each 3 cassettes, 2x48/1x42 500D (surface area 46920 sq. ft. per train)

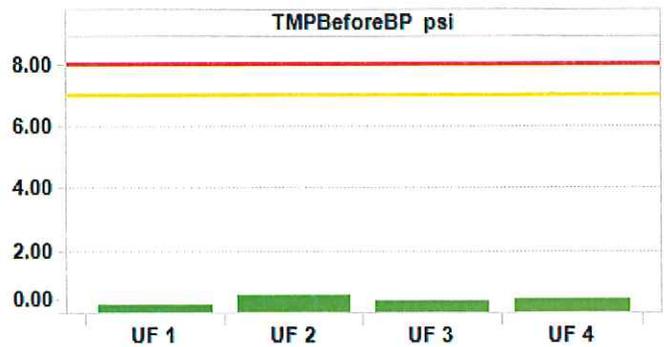
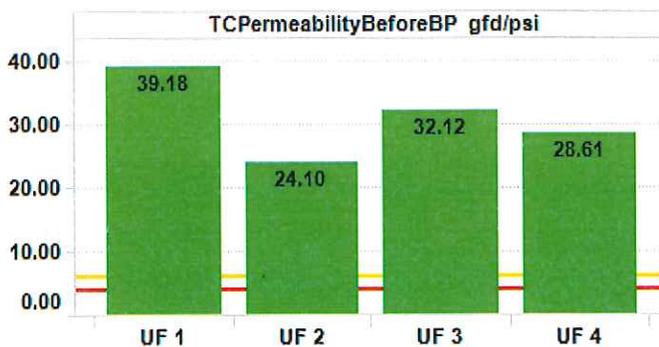
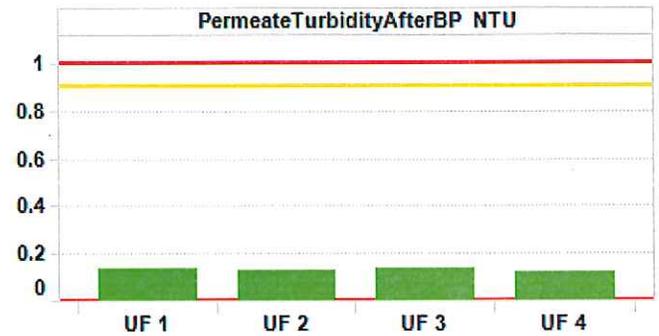
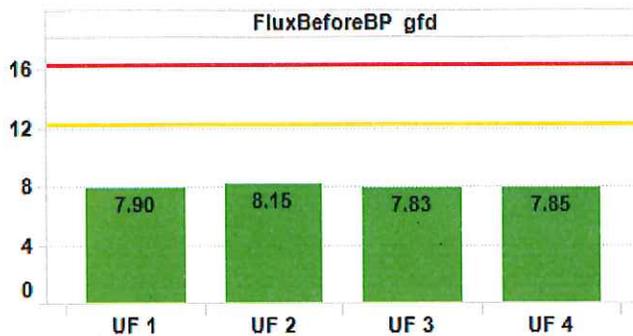
Cleaning Strategy

Maintenance clean dose concentrations - 2 NaOCl/ Hypo @ 200 ppm per week, 1 Citric acid @ 2000 ppm per week

Recovery clean soak concentrations - 2 NaOCl/ Hypo @ 1000 ppm per year, 2 Citric acid @ 2000 ppm per year

KPI Dashboard – Avg values through reporting period

■ Action Required
■ Caution
■ No Limits
■ Normal





Plant Summary

Daily plant production flows went up from an average of 280,000 Gallons to 1.2 MGD on February 4th, which is the maximum monthly flow and 57% of the maximum daily flow.

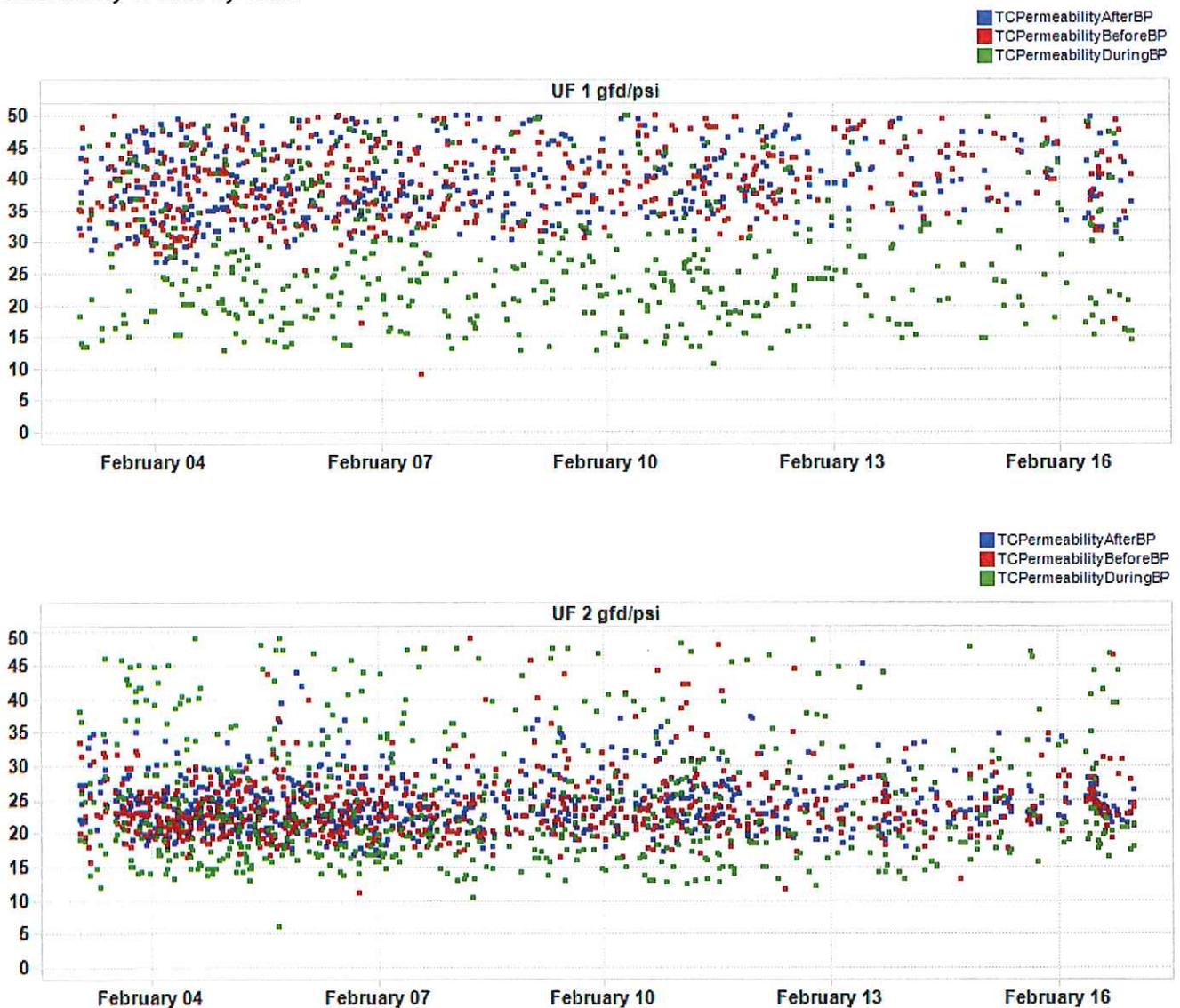
Production flows went up to 11-12 gfd on February 4th. TMPs spiked to 0.7 -0.8 psi at higher flows.

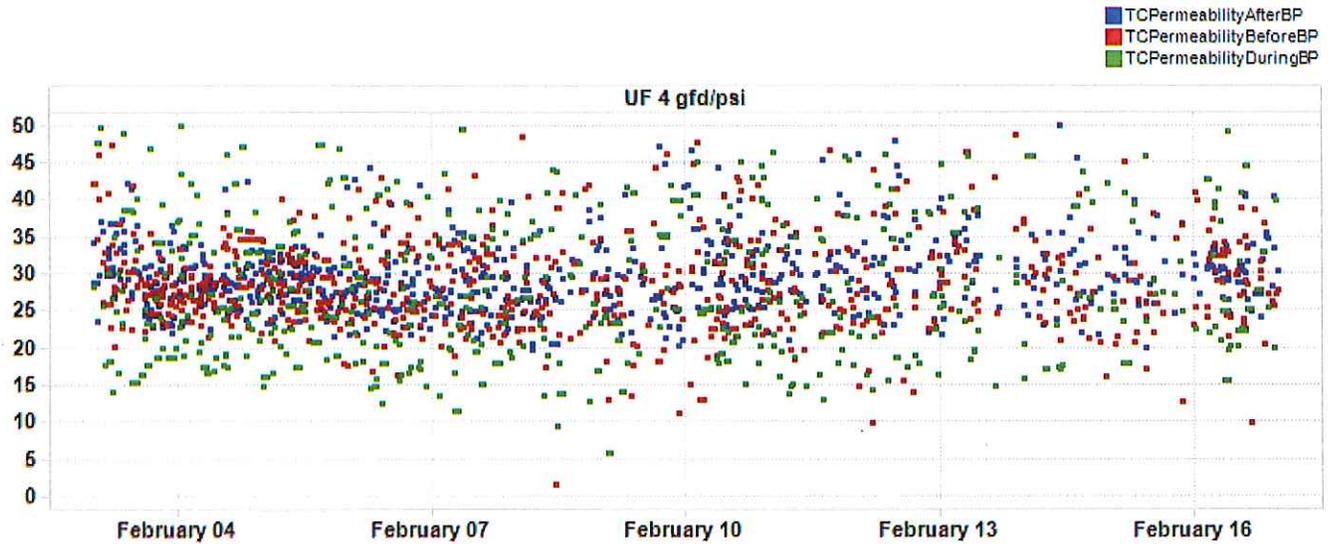
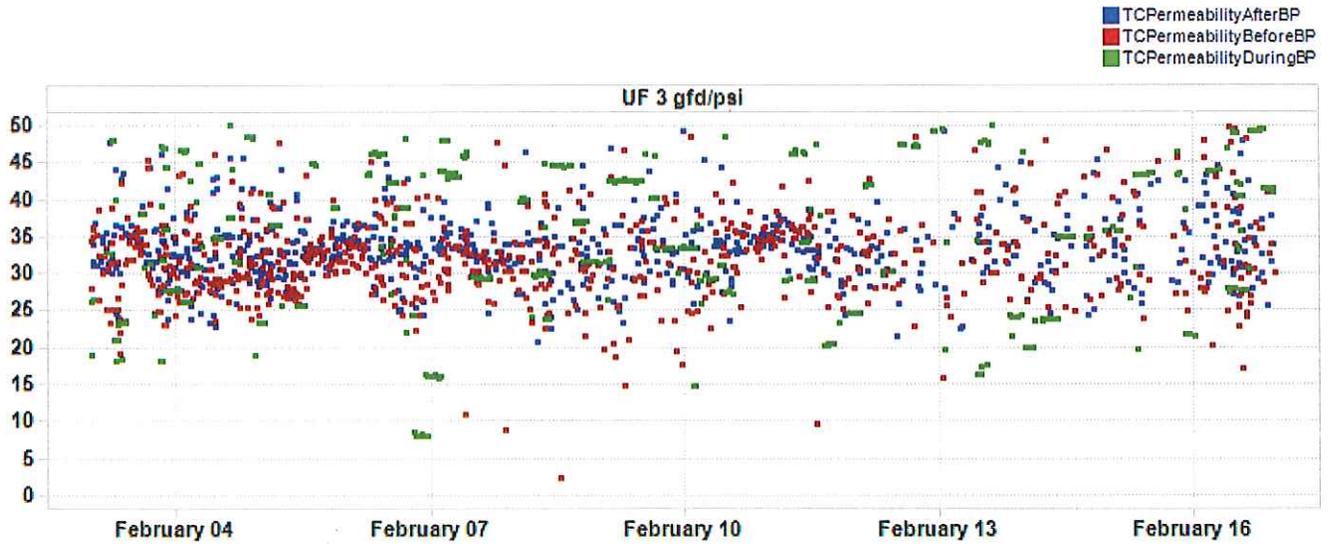
Trains were in standby for 55% of the time in the last two weeks. Overall membrane performance was excellent during this two week period. Please continue with the two maintenance cleans per week to maintain peak performance.

Permeate quality was excellent with permeate turbidity in the 0.1-0.15 NTU range.

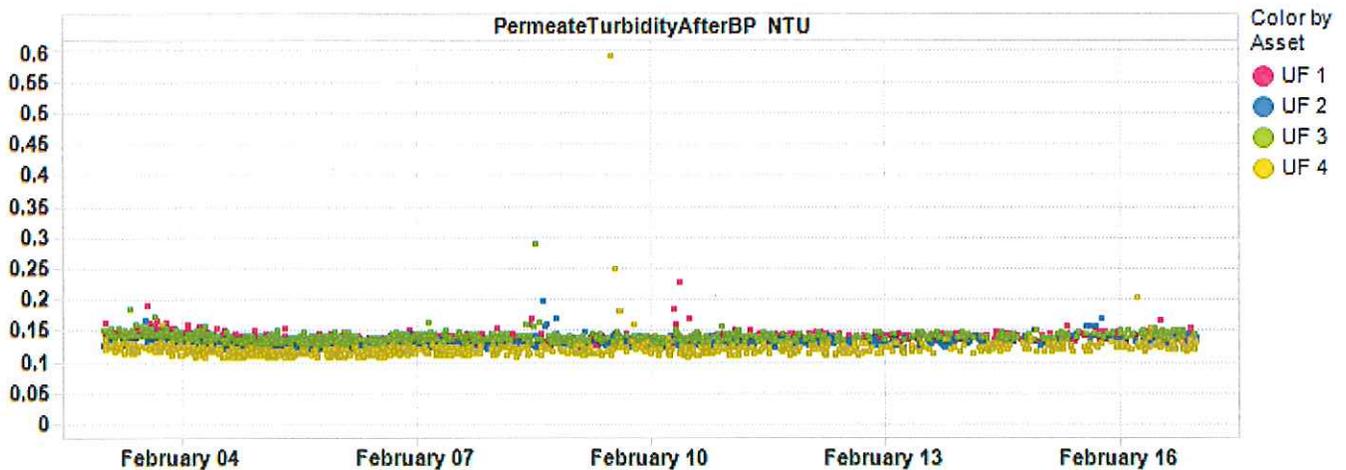
Membrane tank levels dropped from 113.5 to 108 inches on February 16th. Jeff – What was the reason for this drop. Trains appear to be in production during this time.

TC Permeability Trends By Train



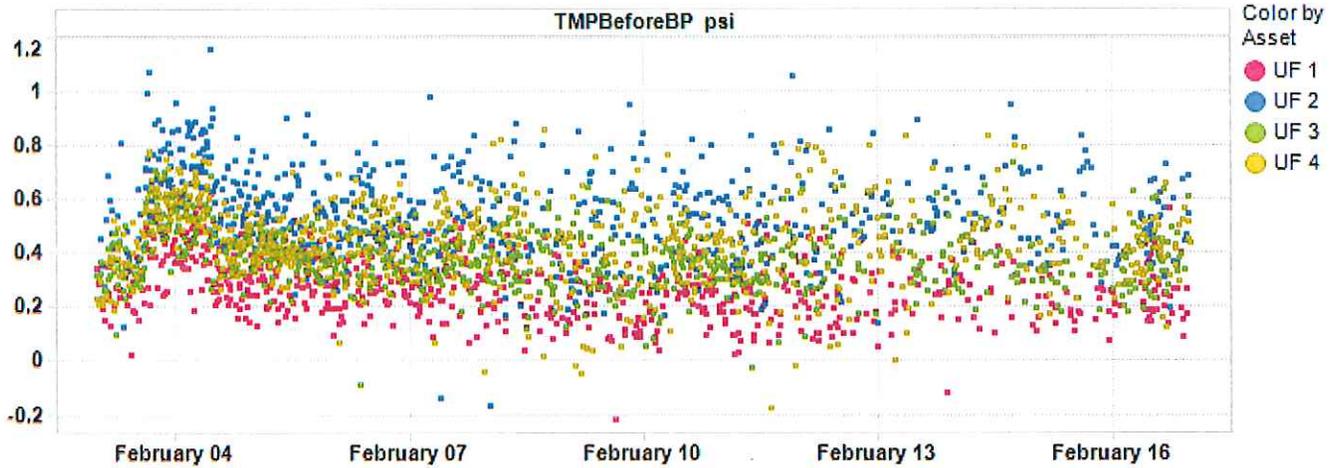


Permeate Turbidity Trend

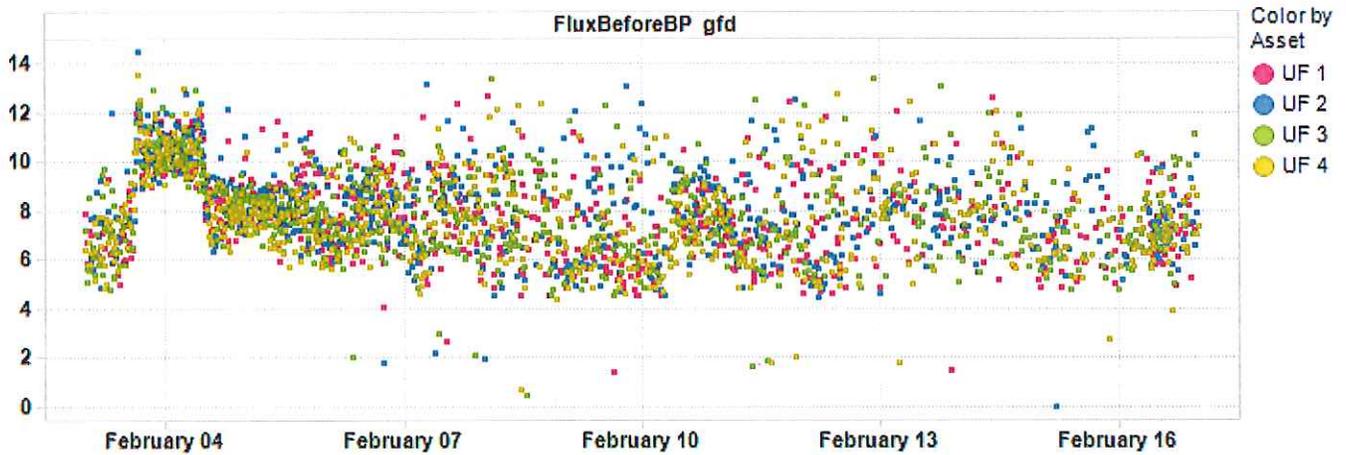




Before BPTMP Trend

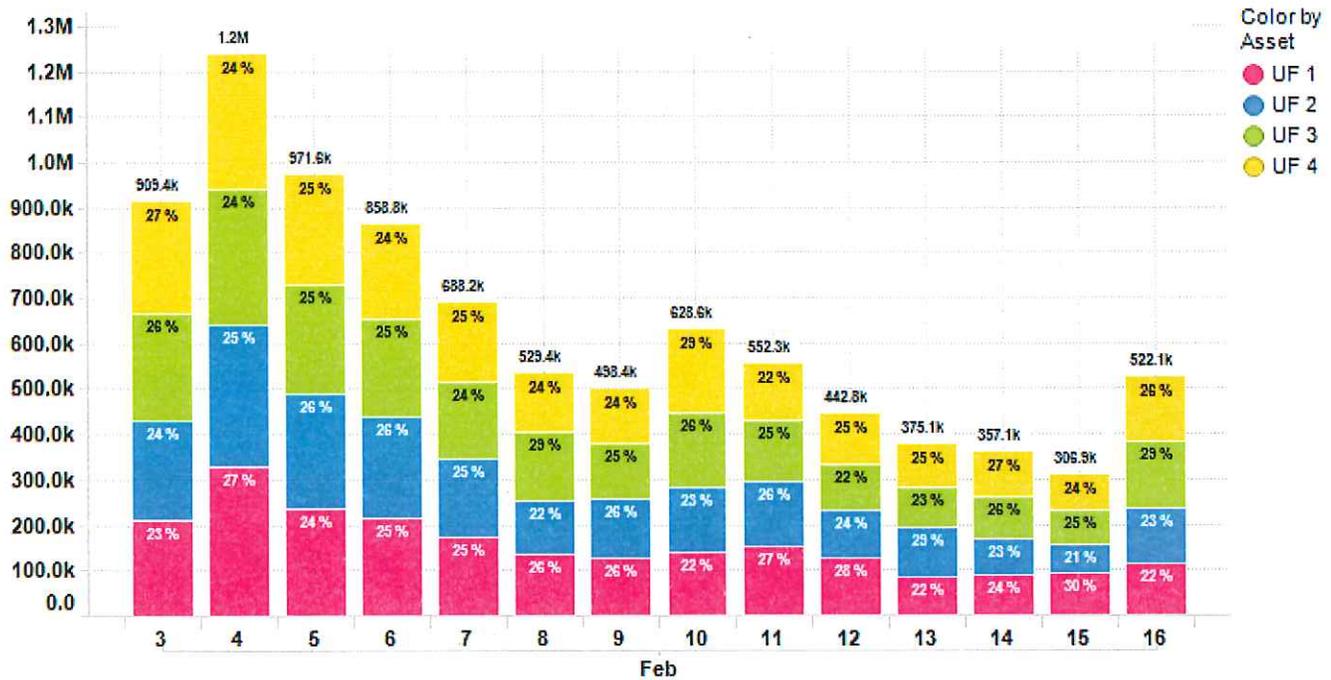


Before BP Flux Trend





Daily Permeate Flow



Average Daily permeate flow from 2/3/2016 to 2/16/2016 is 634.1k gal with a maximum daily flow of 1.2M gal.

Asset Summary

| KPI Parameters | Value/Change | UF 1 | UF 2 | UF 3 | UF 4 |
|-----------------------------------|--------------|---------|----------|---------|---------|
| FluxBeforeBP gfd | Value | 7.90 | 8.15 | 7.83 | 7.85 |
| | Change | 12.55 % | 17.33 % | 11.16 % | 14.82 % |
| PermeateTurbidityAfterBP NTU | Value | 0.14 | 0.13 | 0.14 | 0.12 |
| | Change | -6.45 % | -2.56 % | -5.24 % | -1.48 % |
| TCPe permeabilityBeforeBP gfd/psi | Value | 39.18 | 24.10 | 32.12 | 28.61 |
| | Change | -1.74 % | -18.10 % | -5.99 % | -1.84 % |
| TMPBeforeBP psi | Value | 0.28 | 0.55 | 0.38 | 0.44 |
| | Change | 24.35 % | 28.39 % | 13.78 % | 18.78 % |
| TotalPermeateFlowDaily gal | Value | 158.52k | 157.13k | 159.86k | 158.55k |
| | Change | 51.13 % | 49.98 % | 51.36 % | 51.59 % |

Plant Summary

| KPI Parameters | Value/Change | UF Plant |
|----------------------------|--------------|----------|
| PermeateTemperature °F | Value | 39.16 |
| | Change | 4.43 % |
| TotalPermeateFlowDaily gal | Value | 634.05k |
| | Change | 51.02 % |



Contract Expiry Date : 10/26/2015

For InSight technical assistance please email insightsupport@ge.com or please call technical support at 1 866 271 5425 or 905 469 7723 and follow the prompts, if you require after hours assistance please contact the 24/7 Emergency number provided in your plant documentation. This email is a summary of issues identified during a manual review of InSight data from the time period above. This review is an analysis of data that is logged by InSight and identifies key plant performance issues determined from this data. This data review was not focused on minor data issues but on identifying possible existing and/or upcoming critical operational issues.

This review was prepared by GE Water & Process Technologies solely to assist water treatment plant owners and/or operators in analyzing and optimizing plant performance and is not intended to be used or relied upon for regulatory compliance or any other purpose. The content of this review is based in whole or in part on operation data obtained from the plant using InSight software. GE Water & Process Technologies makes no representations or warranties as to the accuracy of the plant data utilized in the preparation of this review. GE Water & Process Technologies accepts no liability for consequences or actions taken in whole or in part by any person on the basis of this review or its contents

Attachment 12

Report of the Department of Public Works

March 2, 2016

During February we experienced several water related issues. In all cases we found the problem to be on the home owner's side of the meter. In one specific instance, our SCADA system indicated we were losing water on the high side of the distribution system. Public Works employees began to search for the leak. Within a short period of time, the problem was found on a private line beyond the Town's meter. Public Works personnel turned off the water supply to the building and contacted the owners.

During the past month we experienced a sleet and freezing rain event. This was a little tricky to deal with due to the amount of ice and the below freezing temps. Once the temperatures got above freezing we were able to push the slush and ice to the curbs.