

**BERRYVILLE TOWN COUNCIL
MEETING AGENDA
Regular Meeting
Berryville-Clarke County Government Center
101 Chalmers Court, Second Floor
Main Meeting Room
Tuesday, November 8, 2016
7:30 p.m.**

<u>Item</u>	<u>Attachment</u>
1. Call the Town Council to Order – Patricia Dickinson, Mayor	
2. Pledge of Allegiance	
3. Approval of Agenda	
4. Public Hearings-	
5. Approval of Minutes	
October 11, 2016 Regular Meeting	
October 18, 2016, Called Meeting with CCBOS	
October 31, 2016, Work Session	1
6. Citizens' Forum	
7. Report of Patricia Dickinson, Mayor	
Cable Franchise Agreement	2↓
8. Report of Christy Dunkle, Asst. Town Manager for Community Development	
Planning Department Monthly Report	3
9. Report of Keith Dalton, Town Manager	
Request for Joint Meeting	4
10. Report of H. Allen Kitselman, III - Berryville Area Development Authority Liaison	

<u>Item</u>	<u>Attachment</u>
11. Report of Erecka Gibson – Chair, Budget and Finance Committee	
Approval of Committee Meeting Minutes – 10/13/16 & 10/25/16	5
Release of Funds from 2017 Budget	6↑
Report of Desiree Moreland, Treasurer	7
 12. Report of Donna McDonald – Chair, Community Improvements Committee	
 13. Report of David Tollett- Planning Commission Liaison	
 14. Report of David Tollett – Chair, Police and Security Committee	
Police Chief’s Monthly Report	8
 15. Report of Patricia Dickinson – Chair, Streets and Utilities Committee	
Approval of Committee Meeting Minutes- 10/25/16	9
Public Utilities Director’s Report	10
Public Works Director’s Report	11
 16. Report of Patricia Dickinson – Chair, Personnel Committee	
Approval of Committee Meeting Minutes - 10/24/16	12
Appointment to Berryville Area Development Authority	13↑
Appointments to the Planning Commission	14↑
Recommendation for Appointment to the Board of Zoning Appeals	15↑
 17. Other	
 18. Closed Session – No closed session scheduled	
 19. Adjourn	

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

Attachment 1

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Regular Meeting
October 11, 2016
7:30 p.m.

Town Council: Present-Patricia Dickinson, Mayor; Harry Lee Arnold, Jr., Recorder; Donna Marie McDonald; Allen Kitselman; Erecka Gibson; David Tollett

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

Press: Cathy Kuehner

Other: Robert Mitchell

1. Call to Order

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

2. Pledge of Allegiance

3. Approval of Agenda

The agenda was approved as presented.

4. Public Hearings

- a. **Georganne Derick Giordano, owner/applicant, requests a Special Use Permit in order to operate a Professional Office at 208 North Buckmarsh Street, identified as Tax Map Parcel 14A2-((A)-33, zoned R-3 Residential. SUP 04-16**

The applicant, Georganne Derick Giordano, explained her background and the growing wellness community in Clarke County and Berryville. She said she specializes in working with medical doctors to assist patients. She said she has an herbal apothecary, and her wellness center will employ several other practitioners. Ms. Giordano said a church has requested to use the building two Sundays a month. She said her business will bring people in to Berryville benefiting the Town, and asked for the Council's support.

Public hearing speakers were as follows:

Brett Ann Hoag, North Buckmarsh Street, who spoke in support of the special use permit being granted. She left a copy of her remarks with the Clerk.

Bishop Malcolm Ames, of the Fellowship of Christ International in Gainesville, VA, who introduced Pastor Diane Frye. He said Ms. Frye is hoping to be the Pastor of the church that will be using 208 North Buckmarsh Street for church services with the owner's permission. He added that as a funeral director, he is offering assistance to the committee working to document and restore the cemetery on the grounds of 208 North Buckmarsh Street. He added that holistic medicine requires the spiritual component which his church will bring to the effort.

Sue Garis, 249 Silver Lake Lane, Winchester, who said she is a patient of the applicant and spoke in support of the special use permit.

Susi Bailey, Springsbury Road, who read a letter from Dr. Juliana Fehr, Professor Emeritus, co-founder and past Director of the Nurse Midwifery Program at Shenandoah University. The letter was in support of the special use permit for the Wellness Center.

Dorothy Davis, Josephine School Museum, who said 208 North Church Street was one of the earliest African American churches in Clarke County. She said that Ms. Giordano has granted her committee permission to research and clean up the cemetery on the property. She asked the Council to approve the Special Use Permit.

Turi Turkel said she is the owner of Turiya Yoga which will be locating in the wellness center at 208 North Buckmarsh Street. She said she has outgrown her current space and sees the wellness offerings in the community growing.

Dr. Monica Chapman, 1146 John Mosby Highway, who said she is a small animal veterinarian who has been mentored by Ms. Giordano and will be opening a veterinary herbal apothecary in the County. She spoke in favor of the special use permit.

Dr. Christine Aiello, who said she is a physician at 115 South Church Street, and is supportive of the wellness center and what it offers her patients.

Mary Jane Lee, 126 South Church Street, who said as a registered nurse she is in favor of the special use permit.

Nadira Al-Khalili, who said she has just opened an office at 20 East Main Street. She read a letter from Donna Aikens of Martinsburg, WV, who is a patient of Ms. Giordano's. The letter supported the special use permit.

Patricia White, who owns a pharmacy at 33 West Main Street. She said she welcomes the wellness center and is in support of the special use permit.

- b. **The Berryville Planning Commission initiates a text amendment to Article II, Section 204.2 of the Berryville Zoning Ordinance, establishing Veterinary Hospitals as a use permitted by Special Use Permit in the C General Commercial Zoning District. TA 07-16**

Public Hearing speaker was as follows:

Jerry Johnson of Senseny Road who owns the building where the Veterinary Hospital wishes to locate on Main Street. He said the building at 37 East Main is ideally suited for use by his client, House Paws Animal Hospital. He said he supports the special use permit being approved.

- c. **The Berryville Town Council initiates text amendments requested by A.C. Echols to Article VI, Section 614 OPR Older Person Residential of the Berryville Zoning Ordinance, establishing various housing types and supporting personal services as uses Permitted by Right. TA 04-16**

Mayor Dickinson asked Mr. Mitchell to address the Council on two topics. Recorder Arnold said it would be more appropriate to hear from Mr. Mitchell after the public hearing. Council member Kitselman agreed. Mr. Mitchell said he had planned that his remarks would come after the hearing. Mayor Dickinson asked if others had an opinion. No one objected to Mr. Mitchell speaking after the public hearing.

The applicant, Alton Echols, 400 Custer Court, spoke in favor of the text amendment eliminating the special use permit requirement saying that the Mary Hardesty House was built by right. He said the residents have requested a buffer area. He said there is no requirement that the zoning ordinance match the comprehensive plan.

Public hearing speakers were as follows:

Sharon Strickland, 312 Early Drive, said she has been a senior advocate since 2008. She said it is time for this senior housing development to be built.

Christina Kraybill, 317 First Street, said in regard to this request she is in favor of keeping the special use permit process. She said she is in favor of different housing types, but is concerned about them being permitted by right.

Dan Garrett, 303 Archer Court, gave a PowerPoint presentation in support of the text amendments on behalf of Clarke Affordable Senior Housing (CASH). He said a compromise on the cap may provide a way to move forward. He asked that the Council change the multi-family cap from 120 to 180 and eliminate the requirement for a special use permit.

- d. **The Berryville Town Council initiates a text amendment requested by A.C. Echols to Article VI, Section 614 OPR Older Person Residential of the Berryville Zoning Ordinance, in order to remove the maximum number of older person residential units, including a maximum number of multi-family units permitted within that cap. TA 05-16**

The applicant, Alton Echols, 400 Custer Court, referred to his handouts which were provided to Council members. He said tax revenues from his proposed development will fund EMS positions. He said the 300 unit multi-family cap was added in 1997 while another multi-family project was under construction. He said the highest and best use of the parcel is multi-family units. He requested that the Council remove the cap.

Christina Kraybill, 317 First Street, said boundaries are healthy. She said she supports upholding the cap and allowing a diversity of housing types.

Dan Garrett, 303 Archer Court, said he represented Clarke Affordable Senior Housing (CASH) and spoke in favor of both of Mr. Echols' amendments. He proposed a compromise whereby the multi-family unit cap be raised from 120 to 180 allowing Mr. Echols' project to be built.

Diane Harrison, 325 South Church Street, said she is for senior housing but not in favor of out of control development. She said putting no limits in an area will turn into the warehousing of seniors. She said the Town does not have the infrastructure to support more senior housing than we already have.

Nada Jill Butler, 123 Swan Avenue, said she moved here because of the good planning that was done by previous leaders. She said she is not in favor of removing any cap which is the first step in the "Loudoun-ization" of this community, and cautioned the Council about further development.

Robin Betz, 418 Cobbler Drive, said she moved here in 2008 and liked the elderly population here. She said there should be a justification for keeping the cap.

Randy Mullett, 301 Archer Court, said he had led the opposition to the medical warehouses in Battlefield Estates. He said two more Mary Hardesty Houses will not change the Town.

Carol Brophy, 300 Early Drive, said she supports raising the limit on senior housing. She asked the Council to disregard personality when considering the project. She said seniors make good neighbors.

The Public Hearing was closed.

The Council took a 5 minute recess because of the length of the meeting.

4. Approval of Minutes

Upon motion of Council member Tollett, seconded by Council Member Gibson, the minutes of the September 13, 2016 joint work session with the Clarke County Board of Supervisors were approved as follows:

Aye – Patricia Dickinson
Harry Lee Arnold, Jr.
Donna McDonald
Allen Kitselman
Erecka Gibson
David Tollett

Nay – None
Absent – None

Upon motion of Council member Tollett, seconded by Council Member Gibson, the minutes of the September 13, 2016 Town council meeting were approved as follows:

Aye – Patricia Dickinson
Harry Lee Arnold, Jr.
Donna McDonald
Allen Kitselman
Erecka Gibson
David Tollett

Nay – None
Absent – None

5. Citizens' Forum

The speaker was as follows:

Jay Hillerson, 2770 Kimble Road, said he owns property in downtown and asked about the status of the Tourism Zone Incentive program that addresses tap fees, BPOL taxes, and permit fees. He encouraged the Council to adopt the program saying it is a well done document and is just the type of program needed to promote business in the Town. He used his property as an example saying the tap fees would be between \$450,000 and \$600,000 which is more than the property is worth. He said such costs are passed on to new business owners. Mr. Hillerson said the Tourism Incentives which allows the fees to be paid over time does not cost the Town and helps the business with start-up costs. He encouraged the Council to adopt the program.

6. Report of Patricia Dickinson, Mayor

Mayor Dickinson said she wished to thank all those who helped in the rescue attempt at the recent construction site accident. She extended her sympathies to the family, friends and co-workers of the victim.

The Mayor said she continues to be concerned about the recent sale of the Food Lion grocery store. She said the next step is the sale by Super Valu to an independent franchisee which is supposed to happen within the next two months. She said she wants to make every effort to ask that the sale to the franchisee not go forward, and with time being short, action must be taken quickly.

Mayor Dickinson announced that the Veterans Day celebration will be held at the Government Center on November 11 in conjunction with the VFW and the American Legion.

The Mayor announced that the Council will hold a work session on October 31, and asked Council members to forward any agenda items to Mr. Dalton.

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

Ms. Dunkle referred to the public hearings held earlier in the evening.

Council member Kitselman moved that the Council of the Town of Berryville approve Special Use Permit 04-16 in order to operate a Professional Office at the property located at 208 North Buckmarsh Street, identified as Tax Map Parcel number 14A2-((A))-33 zoned R-3 Residential with the following condition: Hours of operation 9:00am to 9:00pm seven days per week. Recorder Arnold seconded the motion which carried as follows:

Aye – Patricia Dickinson
Harry Lee Arnold, Jr.
Donna McDonald
Allen Kitselman
Erecka Gibson
David Tollett

Nay – None
Absent – None

Recorder Arnold moved that the Council of the Town of Berryville adopt the attached ordinance modifying Article II District Regulations, establishing Section 204.2(h) of the Berryville Zoning Ordinance in order to allow veterinary hospitals as a use by Special Permit in the C General Commercial Zoning District. Council member Kitselman seconded the motion which carried as follows:

Aye – Patricia Dickinson
Harry Lee Arnold, Jr.
Donna McDonald
Allen Kitselman
Erecka Gibson
David Tollett

Nay – None
Absent – None

Ms. Dunkle invited Mr. Mitchell to address the Council regarding text amendments requested by Mr. Echols.

Mr. Mitchell said that Mr. Dalton had asked him to give an overview of the legal issues related to special use permits, and the role of the comprehensive plan and zoning actions. He said the special use permit is a legislative zoning action in which the governing body has a certain level of discretion and carries a presumption of validity. He said a zoning district has designated permitted uses that have limited impacts on the district and special uses that have greater impacts. Mr. Mitchell listed some possible impacts of special uses as being traffic generation, density of use, hours of operation, EMS access, and public utility issues. He said the Code of Virginia provides the authority to localities to impose conditions on special permit uses to address potential impacts of the use. He listed possible conditions such as the location of structures on the site, location of entrances, limits on the density, hours of operation, additional setbacks, landscaping requirements, and others.

Mr. Mitchell said the special use permit is an important tool that allows the locality to permit diversity of uses but be able to impose conditions to make diverse uses more compatible. He said the governing body needs to consider whether a special use has potential impacts that they feel need to be addressed by the body's retaining the ability to place conditions on that use. If so, he said, then the use is logically a special use, and if not, then the use can be designated as a permitted use.

Mr. Mitchell addressed the role of the comprehensive plan in actions addressed under the zoning ordinance. He provided background saying that under the Code of Virginia, all localities are required to adopt a comprehensive plan, and added that the statute provides for the scope and purpose of the comprehensive plan. He said the Berryville Area Plan is in effect the comprehensive plan for annexation area B and is unique since it evolved from the 1988 annexation agreement between the Town and County. He said it was developed jointly between the Town and County and is site specific for each sub-area.

Mr. Mitchell said a comprehensive plan does not control specific uses, is general in nature, and is a guideline for implementation by the zoning ordinance, the official map, and other land use tools including the subdivision ordinance. He said a comprehensive plan does not legally bind to a specifically proposed use. However, he said, decisions of the Supreme Court of Virginia indicate that a comprehensive plan is the single most important land use control tool available to local governments. He added that conforming to the comprehensive plan can provide the single most defensible basis for actions taken by the governing body and said that if a zoning action is consistent with the comprehensive plan, it will likely be upheld. Mr. Mitchell said that it has been the practice of Berryville to act in accord with the comprehensive plan, and if the desired use was not in the plan, then to amend

the plan. He said that if the governing body acts in a way that is not in accord with the plan, it does not necessarily mean that the action is invalid.

Mr. Mitchell concluded saying that if a governing body takes action that is in accordance with the plan, and it is challenged, it will likely be upheld. He said that if a body takes action that is not in accordance, and it is challenged, it may still be upheld, but it will not have the support of being in accordance with the comprehensive plan.

Council member Tollett moved that the Council of the Town of Berryville adopt the attached ordinance modifying Article VI Additional Districts, Section 614.2(c) and deleting Section 614.3(c) of the Berryville Zoning Ordinance in order to allow Housing for Older Persons Residential: Single Family Detached; Single Family Attached – Duplexes, Tri-plexes, Quad plexes, Townhouses, and Multi-family Apartments (including personal service uses of less than 500 square feet) as a use by right. Council member McDonald seconded the motion.

Recorder Arnold said that requiring a special use permit is not stopping this project. He said the Council has been elected to make tough decisions and that sometimes elected officials have to say no. He said just as other uses in Town are special uses, the Council does not have to give away the decision making, and cited the two permits voted on earlier in the meeting. He continued saying the text amendment issue had gone before the Planning Commission and two previous Town Councils, and questioned whether the current Council should go against all the previous decisions. Recorder Arnold said that the special use designation allows the citizens and neighbors to be protected and gives them the opportunity to speak at a public hearing. He said the Council owes that opportunity to the citizens for such a large project that will bring in a lot of people. He read from an email between Marlyn Development representative Francis Nance and Alton Echols. He quoted Mr. Nance as saying he had to fight the Town for approval on an earlier project and that Jay Arnold, in his role as Fire Chief, required a fire lane which forced the builder to have to buy additional land from Mr. Echols. Recorder Arnold cited this as an example of looking after the citizens by putting conditions on a project. He said without the special use permit designation, the Town would not have had the capability to require a fire lane on the proposed project. He reiterated that the Town truly needs special use permits.

Council member Kitselman said the proposed text amendment is a wrong move. He said the status of the special use does not change the ability of the project to be built, but passing the amendment does remove the ability of the Town to put conditions on the project, adding that the proposed project is a use that has additional fire, safety, and EMS needs. Council member Kitselman noted that the Planning Commission has studied the issue and has said it makes no sense to facilitate the developer and his wishes in this case. He said that he is not anti senior housing as has been suggested, but is pro good zoning practice. He said that removing the special use status makes no sense and has the appearance of a victory lap. Council member Kitselman said it is not reasonable to remove the ability to place conditions on the project. He said that when developers start writing the Town's zoning ordinance, the community will be in big trouble. He asked that the Council not support the amendment and reiterated that the status of special use does not affect the ability of the project to be built. He said the Council should not allow a developer to tell the Town what to do, saying that is not how planning is done, and is not how the Council takes care of its citizens. He concluded that neither of the applicant's proposed text amendments have to happen in order for him to proceed with senior housing.

Council member Tollett listed other developments that he said have moved forward without the special use designation. He said he did not think anyone had complained about Mary Hardesty House. He said that when the Marlyn project had been turned down last year, the fire chief wrote a letter saying that the company was satisfied with the situation.

Council member Kitselman noted that because it was a conditional use the developer had offered a \$150,000 contribution to the fire company, and questioned whether he should be trusted to give the donation if the use is no longer a special use.

Council member Tollett said he trusted the building code, the people who enforce it, and the police here.

Council member Kitselman noted that the fire and rescue company will not have to be paid and said by passing the text amendment, the Town would be giving away the leverage to make that contribution happen.

Council member Tollett said he is not sure the Town can require such a payment.

Council member Kitselman said if the number of housing units is being increased, there needs to be a give and take. He said the developer needs to understand the problem. He said removing the ability to put conditions on a use is foolhardy planning and is letting a developer run the Town.

Mayor Dickinson asked the Council not to focus on who submitted the application, but to look at the application on its merit.

Council member Kitselman responded that it was impossible for him to do so given the last 30 years and his personal knowledge of the issue.

Recorder Arnold said that he is not concerned with who the developer is, but is concerned about doing away with the special use permit. He said the Council should not give up the special use permit, because once it is gone, the Council will have no ability to control any conditions that it may see needing to be addressed. He referenced the earlier remarks wherein Mr. Garrett stated that he fails to see the purpose of the additional level of planning. Recorder Arnold said the Council is all about planning and doing what is best for Berryville. He said the application expense and development costs have been discussed all along in regard to why a special use permit would be required to build residences. He said this project is more than just a single family dwelling, with 60 to 120 units being proposed, and certainly deserves a special use permit. He noted the two special use permits granted for small projects earlier in the meeting, and said this large commercial building should not go through without a special use permit.

Council member Kitselman asked what purpose is served and what obstacle is removed by eliminating the special use designation.

Council member Tollett replied the obstacle is time and said the Council has been dragging this process on.

Council member Kitselman asked why time is a problem. He said that anyone wishing to build in our town should do it right, do it by the book, and follow the rules, which has been a problem in this case.

Recorder Arnold noted that the project has been approved twice before with Council providing a letter of support to enable the developer to seek financing. He said that when the developer needed an

updated letter of support, the Council provided it, and noted previous Town Councils and Planning Commissions have addressed the issue.

Mayor Dickinson said she understood from Mr. Mitchell's remarks that the comprehensive plan informs the zoning ordinance, and that the zoning ordinance is written to enable the plan to come to fruition. She said the Berryville Comprehensive Plan and the Berryville Area Plan each state the intention to provide housing for seniors. She said each of the plans references the need for a review of the housing situation in regard to the aging population. She said there are 100 apartments for seniors in Berryville and that she has been asked by County residents to get this project built so that they will have somewhere to go. She said she struggles with the comprehensive plans' intent and the zoning laws and regulations and building regulations and the approval process. She noted Council member Tollett's remarks about projects going through without the special use permit. She said she only sees the special use permit as driving up costs and making the units no longer affordable. She said she is concerned about the costs.

Council member Kitselman said the OPR zone allows for the highest density in Berryville allowing more senior housing than anywhere in town. He said the special use permit just allows conditions to be placed to make sure it is done right. He said the OPR designation is not a cap, it is the highest density the Town has. He said if the Town is creating that density of development, it makes perfect sense to have the special use permit process. He said that a developer would note the cost concerns as just stated by the Mayor.

Recorder Arnold referenced his 15 years on the County planning commission and said that planning commission members are not to be concerned with the developers' costs, but rather with whether a project is good for the community and follows the comprehensive plan. He said the special use permit requirement does not stop this particular project although it may have additional costs and fees. He said those are not passed on to the occupants of a housing project. He said the project's proposed rents mentioned earlier sound very high and not affordable to him.

Mayor Dickinson questioned whether Recorder Arnold said the additional fees would not be passed on to the occupants.

Council member Kitselman said they are minimal costs considering the project. He said to give up the Council's approval process is foolhardy, and as leaders of the Town it is bad practice, bad planning, and should not happen.

Recorder Arnold questioned whether the Council would want the citizens of the Town to subsidize permit fees and zoning fees.

Mayor Dickinson said she never said that.

Recorder Arnold said that is what the Council would be doing. The Town would be picking up the extra costs of the process.

Council member Kitselman said that is the cost of being a developer. He said if a developer wants to make money from our town, he should do the process and follow the rules, adding that the special use process is not onerous. He said in the big scheme of things in a multi-million dollar project, special use fees are incidental.

Recorder Arnold said that requiring a special use permit will not prevent a 60 or 120 unit apartment building from being built.

Mayor Dickinson said it has been moved and seconded that the Council of the Town of Berryville adopt the attached ordinance modifying Article VI Additional Districts, Section 614.2(c) and deleting Section 614.3(c) of the Berryville Zoning Ordinance in order to allow Housing for Older Persons Residential: Single Family Detached; Single Family Attached – Duplexes, Tri-plexes, Quad plexs, Townhouses, and Multi-family Apartments (including personal service uses of less than 500 square feet) as a use by right.

The motion carried on a roll call vote as follows:

- David Tollett Aye
- Donna McDonald Aye
- Allen Kitselman Nay
- Harry Lee Arnold, Jr. Nay
- Erecka Gibson Aye
- Patricia Dickinson Aye

AN ORDINANCE AMENDING
ARTICLE VI, SECTION 614 OF
THE TOWN OF BERRYVILLE ZONING ORDINANCE

BE IT ORDAINED, by the Council of the Town of Berryville, that Article VI, Additional Districts, Section 614 Older Person Residential (OPR) Zoning District, of the Town of Berryville Zoning Ordinance shall be amended as follows:

ARTICLE VI – DISTRICT REGULATIONS

SECTION 614 Older Person Residential (OPR) Zoning District

614.2 PERMITTED USES

- (a) Accessory structures less than one hundred fifty (150) square feet in size
- (b) Community buildings and association facilities, public and private, including recreation areas and other common area improvements associated with residential developments
- (c) **Housing for Older Persons Residential: Single Family Detached; Single Family Attached – Duplexes, Tri-plexes, Quad plexs, Townhouses, and Multi-family Apartments (including personal service uses of less than 500 square feet), Low Density: Single Family Detached, Two-Family Detached (Duplex), Single Family Attached (Triples and Quadplex – 3 to 4 attached residential units) (10/16)**
- (d) Public utilities
- (e) Recreation facilities (indoor or outdoor), including parks, playgrounds, golf courses, swimming pools, tennis courts, etc.

614.3 SPECIAL PERMIT USES

- (a) Day care centers
- (b) Government and other public buildings (including police, fire, library, museum, and postal facilities)
- (c) ~~Housing for Older Persons, Medium Density: Single Family Attached (Townhouses – 5 to 8 attached residential uses), Multi-family (including personal service uses of less than 500 square feet) Deleted (10/16)~~
- (d) (Deleted 2010)
- (e) Medical care facilities, licensed
- (f) Places of worship

- (g) Schools, public and private, including nurseries, playgrounds, and related uses

ATTEST: _____
Harry Lee Arnold, Jr., Recorder

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Council member McDonald moved that the Council of the Town of Berryville adopt the attached ordinance modifying Article VI Additional Districts, Section 614.5 of the Berryville Zoning Ordinance in order to remove the cap of 300 Older Person Residential units (including not more than 120 multifamily units) allowed in Annexation Area B as shown on approved subdivision plats or site plans. Council member Tollett seconded the motion.

Council member Tollett, noting comments he had heard this evening, moved to amend the previous motion to retain the cap of 300 units but raise the multi family unit limit from 120 to 180. Council member McDonald seconded the motion.

Mayor Dickinson restated the motion amended.

Recorder Arnold said he is opposed to the 180, with currently 60 allowed and 60 already built, 120 in that location is enough.

Council member Tollett said that in previous discussions the Council has been told it is not feasible to construct the 60 unit building.

Council member Kitselman said that assertion came from a developer, noting that a developer is making the Council's decisions.

Recorder Arnold reminded the Council that David Jester, the president of Marlyn Corp., attended a Town Council meeting and said that a 60 unit development is feasible to be built. He said when the 120 unit project was turned down, Mr. Echols came several weeks later and said when given lemons he would make lemonade. He said Mr. Echols proposed a 60 unit and 4 quad development, started through the approval process and then withdrew the application. Recorder Arnold said a 60 unit project can be built, that he is not worried about costs and said we don't have seniors on the street with no place to live.

Council member Tollett asked how it would hurt to keep the cap but raise the multi-family allowance.

Recorder Arnold said he is not in favor of more than 120 multi-family units.

Council member Kitselman said the amended motion is much more reasonable, but agreed with Recorder Arnold on the multi-family units saying the Town is not in control of its own destiny if we let developers come in and tell us what to do. He added that in reference to the text amendment passed earlier in the evening he would be interested to see if the developer will make delivery of the \$150,000 to Enders Fire and Rescue since the use is now by right.

Council member McDonald asked for someone to explain how a developer is going to come in and change things. She asked how that would happen. She asked how that is going to cause so much dissention and change in our town.

Council member Kitselman said that it had just happened.

Council member McDonald said she was not clear on how it would affect the town in such a negative way.

Council member Kitselman said the Council should never give up the power to control zoning which it had just done, adding it should never have happened. He said the Council is failing in its role as leaders if it lets developers come in and write the ordinances. He said that a precedent had been set and he was very unhappy about it.

Recorder Arnold asked what would happen if the developer goes through the process and comes back saying that now his numbers don't work and he must build 180 units to make the project viable.

Mayor Dickinson said the Council would be having another conversation.

Council member Kitselman said the conversation would be to facilitate a developer.

Mayor Dickinson said she did not see the issue as a personal issue or a victory lap. She asked that the Council separate who submitted the amendment from the merits of the amendment itself. She said she did not write the text amendment and it is not the one she wants. She said OPR as a concept is deplorable, insulting, and ethically and morally wrong. She said she would have preferred to wipe out the whole zoning issue. She said we desperately need senior housing and there is a severe shortage with the aging baby boomer generation that the country is dealing with.

Council member Kitselman asked why that is the problem of Berryville, Virginia.

Mayor Dickinson replied that the people who live here are the people the Council has been elected to serve.

Council member Kitselman asked if that meant opening the cap and allowing in as many as want to come in.

The Mayor reminded the Council of what the motion stated.

Recorder Arnold noted another challenge as being fire and rescue. He said it continues to be said that EMS staffing is a County problem and not a Town problem, but he reminded the Council that that the County is also the Town of Berryville. He highlighted the current staffing levels and said that if more seniors are brought in, more staff would be required. He said the cash cow, fee for service, really does not bring in a lot of money. Recorder Arnold said that the Town can push the problem across the border, but it will still affect the Town. He said if the County raises taxes to pay for these services, it also affects the Town residents who pay taxes to both governments.

Council member McDonald said that in a way, the Town is solving its problem by promoting itself as a wellness community.

Mayor Dickinson said the concerns about EMS are real and need to be taken seriously, but are not related to where people live. She said that the issue requires rethinking how EMS services are provided and funded.

There was discussion of the withholding of funding to the County for EMS, and the Mayor said the issue is under review. She said the Budget and Finance Committee will meet next week to discuss the issue.

There was discussion of the wording of the amended motion. Mayor Dickinson asked Mr. Mitchell to comment on the ability to amend the text amendment.

The amended motion was agreed to as follows:

I move that the Council of the Town of Berryville adopt the attached ordinance modifying Article VI Additional Districts, Section 614.5 of the Berryville Zoning Ordinance (including not more than 180 multifamily units) allowed in Annexation Area B as shown on approved subdivision plats or site plans.

Mayor Dickinson asked Ms. Dunkle to read the portion of the ordinance attached to the motion.

Recorder Arnold asked for a roll call vote on the amendment to the motion which carried as follows:

| | |
|-----------------------|-----|
| David Tollett | Aye |
| Donna McDonald | Aye |
| Allen Kitselman | Nay |
| Harry Lee Arnold, Jr. | Nay |
| Erecka Gibson | Aye |
| Patricia Dickinson | Aye |

Mayor Dickinson restated the motion.

Recorder Arnold moved to amend the motion by changing the cap from 300 to 200. Council member Kitselman seconded the motion.

There was discussion of reducing the cap from 300 to 200 in the remaining OPR.

The motion to amend the stated motion by changing the cap from 300 to 200 carried as follows:

| | |
|-------|-----------------------|
| Aye – | Patricia Dickinson |
| | Harry Lee Arnold, Jr. |
| | Donna McDonald |
| | Allen Kitselman |
| | Erecka Gibson |
| | David Tollett |

| | |
|----------|------|
| Nay – | None |
| Absent – | None |

There was further discussion of the amended motion.

The amended motion was agreed to as follows:

I move that the Council of the Town of Berryville adopt the attached ordinance modifying Article VI Additional Districts, Section 614.5 of the Berryville Zoning Ordinance in order to change the cap of 300 to 200 Older Person Residential units (including not more than 180 multifamily units) allowed in Annexation Area B as shown on approved subdivision plats or site plans. The motion carried as follows:

Aye – Patricia Dickinson
Harry Lee Arnold, Jr.
Donna McDonald
Allen Kitselman
Erecka Gibson
David Tollett

Nay – None
Absent – None

AN ORDINANCE AMENDING
ARTICLE VI, SECTION 614 OF THE
TOWN OF BERRYVILLE ZONING ORDINANCE

BE IT ORDAINED, by the Council of the Town of Berryville, that Article VI, Additional Districts, Section 614 Older Person Residential (OPR) Zoning District, of the Town of Berryville Zoning Ordinance shall be amended as follows:

ARTICLE VI – DISTRICT REGULATIONS

SECTION 614 Older Person Residential (OPR) Zoning District

614.5 MAXIMUM DENSITY

A Master Plan shall be submitted with a request for OPR zoning showing a general arrangement of uses and density for the subject property and all adjacent areas intended for OPR uses. The Master Plan shall show that the public service needs are no greater for the OPR uses than the public service needs for the uses planned for that sub-area. The number of average daily vehicle trips generated, the amount of sewage generated, the amount of water used, and demand on emergency services will be no greater with the proposed number of older person residential units and service uses than that generated by the maximum density of uses allowed by a property's land use designation. However, not more than three hundred (300) **two hundred (200)** Older Person Residential units (including not more than one hundred twenty (120) **one hundred eighty (180)** multifamily units) shall be allowed in Annexation Area B as shown on approved subdivision plats or site plans. (10/16)

ATTEST: _____
Harry Lee Arnold, Jr., Recorder

+ + + + +

Ms. Dunkle said there has been a request for a text amendment to the BC zone and she asked Council to set the public hearing for the November 8 meeting. Mayor Dickinson said she wished to hear from the Planning Commission before setting the public hearing. By consensus the Council agreed not to set the public hearing until receiving comment from the Planning Commission.

Recorder Arnold moved that the Council of the Town of Berryville adopt the attached ordinance amending Chapter 16, establishing Section 16-9 Tourism Zone Incentives and maps identifying the Downtown Business Tourism Zone (DBT); Entrance Corridor Tourism Zone (ECT), and Community Business Tourism (CBT) Zone in order to provide economic development incentives for tourism-related businesses as enabled by the Virginia General Assembly in § 58.1-3851. Creation of local tourism zones. Council member Gibson seconded the motion.

Council member Tollett said this sounds good, but he is not sure how it will be paid for. He moved that the previous motion be referred to the Budget and Finance Committee with the request that they report back to Council. Council member McDonald seconded the motion. The Council discussed sending the matter to the committee. Council member Gibson said the program is a tax break, but if it is not offered, the Town does not gain anything. She said it is an incentive program and the Town is more likely to get new businesses with the program than without it. She said she did not think the committee needed to study the issue. Council member Tollett withdrew the motion to refer the matter to committee.

Recorder Arnold's previous motion carried as follows:

Aye – Patricia Dickinson
Harry Lee Arnold, Jr.
Donna McDonald
Allen Kitselman
Erecka Gibson
David Tollett

Nay – None
Absent – None

BERRYVILLE TOWN COUNCIL
AN ORDINANCE AMENDING CHAPTER 16 OF THE BERRYVILLE CODE

Be it ordained, by the Council of the Town of Berryville, that the attached Code Section 16-9 Tourism Zone Incentives and maps identifying the Downtown Business Tourism Zone (DBT); Entrance Corridor Tourism Zone (ECT), and Community Business Tourism (CBT) Zone be added to the Berryville Code establishing economic development incentives for tourism-related businesses as identified in the attached ordinance.

Attest: _____
Harry Lee Arnold, Jr., Recorder

+ + + + +

Ms. Dunkle provided an update on the Safe Routes to School project at Johnson-Williams Middle School saying the bid has been rescheduled on the first phase which is the construction of the new sidewalk. She said the grant process has been started for the second phase, the demolition of the existing sidewalk.

8. Report of Keith Dalton, Town Manager

In Mr. Dalton's absence because of a family emergency, his report was presented by Chief Neal White. Chief White reminded the Council of the Homecoming Parade scheduled for October 13. In reference to the Top of Virginia Regional Chamber Valor Awards, Chief White said that three Town of Berryville Public Works Department employees had been nominated for their actions in 2015 assisting an elderly resident who had fallen on her property in inclement weather. He said the nominees, Ralph Elliott, Darrell Ferrebee, and Patrick Lickey, will receive an award from the Regional Chamber.

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

Council member Kitselman said the BADA will meet on October 19.

10. Report of Erecka Gibson - Chair, Budget and Finance Committee

Council member Gibson noted that the Committee will meet jointly with the County Finance Committee on October 13 at 10:00 a.m.

Council member Gibson announced that the Budget and Finance Committee will meet again on October 25 at 10:30 a.m. She said the Committee had reviewed having the current auditors do the mapping of internal controls, but had found that option not feasible because of the cost. She said the Committee has limited the scope of the project to mapping of accounts payable and purchasing and has asked staff to issue an RFP as time allows.

The minutes of the September 21, 2016, Budget and Finance Committee were unanimously approved.

Mayor Dickinson said with the first quarter complete, she had looked at variances and had some questions. Mrs. Moreland said total budget revenue for the quarter is at approximately 26%, and total expenses are at 21%. She said that 25% is what is expected for the first quarter.

11. Report of Donna McDonald - Chair, Community Improvements Committee

Council member McDonald said that a Town Hall meeting is planned for early December, and will include a facilitator.

Council member McDonald said she is requesting an additional \$1000 for lights for the Town Christmas tree. There was a general discussion of budgeting funds for tree decoration. Council member McDonald moved that the Council of the Town of Berryville increase the decorating budget from \$1600 to \$2600. Council member Gibson seconded the motion. The Council discussed the motion, and how the tree has been decorated in the past. Council member Gibson said it is not a matter of wanting to increase the decorating budget, but one of whether it can be afforded. Council member McDonald said the effort is to help in growing the Town. After discussion of referring the matter to the Budget and Finance Committee, Council member McDonald withdrew the motion.

The minutes of the Committee meeting of September 26, 2016, were approved unanimously.

12. Report of David Tollett – Planning Commission Liaison

Council member Tollett had nothing to report.

13. Report of David Tollett – Police and Security Committee

Council member Tollett said he would advise whether a meeting will be held after checking with Mr. Dalton.

14. Report of Patricia Dickinson – Chair, Streets and Utilities Committee

Mayor Dickinson noted the Committee will hold a meeting this month.

15. Report of Erecka Gibson – Chair, Personnel Committee

Council member Gibson said the Committee will meet on October 24 when they will discuss appointments to the Planning Commission and the BZA. She said she has asked Mr. Dalton and Recorder Arnold to identify areas to add to the “market basket” for comparison to the Town during a compensation study. She has asked Mr. Dalton to provide an update on job descriptions which are currently being updated.

16. Other

Council member Kitselman said that earlier in the meeting, the Mayor had mentioned her concern about the sale of the Food Lion to Super Valu. He said that contacting the business itself is a bad idea, and reminded the Council members that they are not to have such contact individually. He said interfering with a business sends the message that the Town is hard to get along with. He concluded by saying any contact with a business should be done through staff and have the consensus of the Council.

16. Adjourn

There being no other business, upon motion of Council member McDonald, seconded by Council member Kitselman, the meeting was adjourned at 10:59 p.m.

Harry Lee Arnold, Jr., Recorder

Ann W. Phillips, Town Clerk

MINUTES
BERRYVILLE TOWN COUNCIL, BOYCE TOWN COUNCIL, & CLARKE COUNTY BOARD OF SUPERVISORS
Berryville-Clarke County Government Center
Joint Public Hearing
October 18, 2016
6:30 p.m.

Berryville Town Council: Present-Patricia Dickinson, Mayor; Harry Lee Arnold, Jr., Recorder; Donna Marie MacDonald; Allen Kitselman; Erecka Gibson
Absent-David Tollett

Clarke County Board of Supervisors: Present-Terri Catlett; Barbara Byrd; Bev McKay; David Weiss, Chair; Mary Daniel

Town of Boyce: Franklin Roberts, Mayor; Carol Everly; Ruth Hayes

Other: Matthew C. Ames, Hubacher & Ames

Staff: Keith Dalton, Town Manager; Ann Phillips, Town Clerk; David Ash, County Administrator; Gordon Russell, IT Director; Lora Walburn, Deputy Clerk of the Board

Press: Cathy Kuehner, Winchester Star

1. Call to Order

Mayor Dickinson called the Berryville Town Council meeting to order at 6:30 p.m.
Chair Weiss called the County Board of Supervisors meeting to order at 6:30 p.m.
Mayor Roberts called the Boyce Town Council meeting to order at 6:30 p.m.

2. Public Hearing – Cable Television Franchise Agreement

At the request of Chair Weiss, Mr. Ames reviewed the terms of the agreement.

The only public hearing speaker was George Archibald of Main Street, Berryville. Mr. Archibald read from a prepared statement and requested that the proposed agreement not be adopted.

The public hearing was closed.

At the request of Supervisor McKay, Mr. Ames clarified that the agreement does not exclude any others offering to serve the locality.

Paul Coumes, Governmental Community Affairs for Comcast, noted the revised agreement has been in the works for about four years.

In answer to Supervisor Catlett's question about the 15 year lease agreement, Mr. Coumes said 15 years is the standard length of such agreements.

Supervisor Byrd asked IT Director Gordon Russell for his thoughts on the agreement. Mr. Russell said there are no negatives to the agreement.

Chair Weiss asked for input as to whether either of the town councils wished to vote on the agreement rather than voting at a later meeting.

Following discussion, the Councils and Board agreed to vote on the issue at the next regular meeting of each respective body.

3. Adjourn

Chair Weiss adjourned The Board of Supervisors meeting at 6:55 p.m.

Upon motion of Council member Kitselman, seconded by Council member McDonald, the Berryville Town Council meeting was adjourned at 6:55 p.m.

Mayor Roberts adjourned the Boyce Town Council meeting at 6:55 p.m.

Harry Lee Arnold, Jr., Recorder

Ann W. Phillips, Town Clerk

DRAFT

MINUTES

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Work Session
October 31, 2016
3:00 p.m.

Town Council: Present-Patricia Dickinson, Mayor; Harry Lee Arnold, Jr., Recorder; Donna Marie McDonald; Allen Kitselman; Erecka Gibson; David Tollett
Staff: Keith Dalton, Town Manager; Neal White, Chief of Police; Ann Phillips, Town Clerk
Press: Cathy Kuehner
Other: Robert Mitchell

1. Call to Order

Mayor Dickinson called the meeting to order at 3:05 p.m.

2. Discussion – Proffer Amendment

Mr. Mitchell provided an overview of the proffer process. He said that if approved, proffers become part of the zoning of a property. He distributed copies of the 2009 proffers which were the subject of the discussion, and said the property could not be developed as proposed because of the proffers that are in existence. He said the owner can apply for amendment of the proffers. He added that other property owners affected by the amendment must receive notice within 10 days of the amendment request. Mr. Mitchell concluded saying the Town Council must hold a public hearing on the proffer amendment and then act on the matter.

Mr. Dalton said that what he learned about the change in the law regarding proffers at a recent conference gave him concern about the amendment. He noted that the land owner says the proffers are illegal, and that does not bode well for the future.

Mr. Mitchell said the new law tightens how proffers are approved, but is not applicable in this case since the applicant is asking to amend the proffers which is clearly voluntary.

Mr. Kitselman asked Mr. Mitchell to speak to setting precedent as it related to the matter since the approval went outside the comprehensive plan. Mr. Mitchell said the text amendments apply to any property in OPR, and the state code authorizes amendments. He said there is no particular precedent set in regard to the proffers, although there may be in regard to the text amendments to the comprehensive plan passed earlier.

Recorder Arnold said it is odd that this matter is coming out now after the Council has voted on the text amendment. He asked when the proffer matter was learned of. The Mayor replied within the last week or two.

Mayor Dickinson said she understands the next step is the owner notifying the adjacent property owners by this Friday and give notice that he has done so. Mr. Dalton clarified that the property owners of the original parcel subject to the proffers are those who must be notified of the amendment application. Mr. Mitchell concurred.

Mr. Kitselman asked about the form of the verification of notification by the owner. Mr. Mitchell said it should be written and signed notification with names and addresses of recipients. He said the notice should be written notice of the application of amendment.

Mayor Dickinson asked whether Mr. Dalton and Mr. Echols were satisfied with the notification approach. She said she expected to receive the notification verification by the following Friday and planned to have the matter on the agenda at the November Town Council meeting.

Mr. Echols asked for a copy of what he is required to send out. There was discussion of the form letter used for such notification.

3. Discussion – Continuation of Berryville Area Development Authority

Mayor Dickinson said she had a discussion with David Weiss of the Board of Supervisors regarding the continuation of the BADA. She said the Berryville Area Plan has been updated and that 98% of the area has been built, the question is whether to scale back and eliminate the BADA. Recorder Arnold stated he wished to see the BADA continue as it is until the annexation area build out is complete. Council member Kitselman said eliminating the BADA leaves no eye on the future for growth and inquired whether the Town was finished annexing and growing. He said this is how the Town and the County work together and attempting to eliminate the BADA is another way of damaging relations with the County. He said without the BADA, there are two planning commissions instead of one completing the process.

Mayor Dickinson said there were several members of the Board of Supervisors that expressed an openness to examine how that agreement is structured. She asked if the agreement would need to be revised to include additional areas. Mr. Dalton said staff has discussed amending the agreement in order to include additional areas for annexation. Mr. Mitchell said the agreement is a unique arrangement because of the joint interest in planning the annexation area, and the BADA is an offshoot of the agreement. Mayor Dickinson inquired whether adding new land to the annexation area would lead to revising the agreement regarding the BADA. Mr. Mitchell said such a revision would include a minor part allowing the BADA to have authority over the new area.

Recorder Arnold said he preferred to keep things as is. Council member Kitselman said he preferred to keep the BADA to assist in future smart growth. Council member Tollett said he was not opposed to the idea of keeping the BADA.

Council member Gibson inquired about the advantage of not keeping the BADA. Mayor Dickinson said her idea is to simplify the close out.

4. Discussion – Appointment of a Town Attorney

Mayor Dickinson said she has spoken with other small town mayors and that many have Town Attorneys. She noted one town's RFP which defined the services they wanted from the Town Attorney including attending Council meetings, research, consult with staff, and preparation and review of contracts, ordinances, and policies. She said with so many things going on, it would be a good thing to have an attorney present to help the Council meetings.

Council member Gibson asked how much having a town attorney would cost. The Mayor said we already have money in the budget and instead of paying Mr. Mitchell to attend meetings, it would be covered in the service agreement cost.

Council member Kitselman questioned why having Mr. Mitchell was not adequate. The Mayor said she does not object to Mr. Mitchell, but she thinks having an attorney at every meeting would be invaluable. Council member Gibson asked whether the allotted budget would pay for the list of services read earlier by the Mayor, and the Mayor said she thought so. Mayor Dickinson said the Town already spends a lot on legal fees, and once quotations are in, she guesses the costs would be almost covered by the current budget amount.

Council member Kitselman said he recalled when the Town had a Town Attorney, and he was let go. Recorder Arnold said that there are many times when nothing requiring an attorney is on the agenda, and paying the attorney to sit through such meetings would cost money. He said he preferred to see the attorney on an as needed basis, and that it is not in the budget to have an attorney at every meeting.

Mayor Dickinson asked why the Town decided not to continue having the attorney. Mr. Dalton said the Council discussed the arrangement and determined it was better to end the arrangement. He said following that, the Town was working with Mr. Mitchell and decided to handle the need through his services when necessary. Mr. Dalton said the current situation sounds like the agreement the Mayor has discussed with the exception of having Mr. Mitchell attend all meetings. He said the Council had decided that was not necessary and was a cost saving measure.

Council member Tollett said the Town could not afford to have Mr. Mitchell at every meeting. There was further discussion of funding a Town Attorney.

Mr. Dalton said under the previous agreement with a Town Attorney, the Town was still billed at an hourly rate in addition to the contracted fee. He said his recommendation would be to explore locating supplemental legal services in the event that Mr. Mitchell is unavailable.

The Mayor said she hoped to put together a committee to discuss the idea. There was further discussion of contracting for legal services. Recorder Arnold said he is not interested in additional committees. Council member Tollett said it might be a good thing to have an attorney at the Planning Commission meetings, and suggested sending the matter to the Budget and Finance Committee.

The Mayor said she hoped to have the attorney attend all Town Council and Planning Commission meetings.

Council member Gibson said the thought of an attorney attending 12 Council meetings when only needed at a few of them is a waste. She inquired how often it was needed. The Mayor said it was also useful to have the attorney at meetings to make sure motions are handled correctly, and the process is legal and correct. Council member Kitselman said he thinks the Council can do those things for itself and does not need an attorney to run the meetings. He said the Council has an all-star on call now, and if the need is on the horizon, Mr. Mitchell will be in attendance. Council member Gibson suggested that when needed, most matters can wait while input from an attorney can be obtained rather than needing to be addressed immediately. Council member Kitselman agreed. The Mayor said having an attorney in attendance at meetings is important for good functioning of the town, and Council member Kitselman asked why she thinks so. The Mayor said there are instances when time matters. Council member Kitselman asked for examples. Mayor Dickinson said time limits are an example. There was a discussion of how often having the attorney in attendance and whether an opinion will be granted on a complex matter at a meeting. The Mayor said the RFP can be written so that the attorney will not attend each meeting. She said the feedback from all the little towns indicates having a town attorney is valuable.

Council member McDonald asked what is the urgency in hiring a Town Attorney. She asked how often this position will be utilized and whether it will pay for itself. The Mayor asked if the Council can explore the issue. Recorder Arnold said the Town does have an attorney and has never gone without legal representation.

There was discussion of exploring the option of an RFP for an attorney. Council member Gibson said she is not opposed, but feels the need to catch up on other projects. She said the issue is a question of timing and whether there is really a need for the service. Council member McDonald said the Council seems to be on a fast wheel that may not be taking it anywhere. She said one more project is overtaxing the office staff, and suggested tabling the issue until the next budget year.

Mayor Dickinson inquired when numbers would be needed for the next budget. Mr. Dalton replied they will be needed in a couple of months. The Mayor said the Council will look at the issue again in January.

Recorder Arnold said the budget numbers need to be studied and a decision on a tax increase needs to be made before proceeding on such a project. The Mayor said the issue will be brought up again in January.

5. Discussion – Committee Assignments

Recorder Arnold said Council member McDonald had mentioned the workload and he feels he is not doing his part. He said he needs to jump in and help because there are many things going on. He said nearly every committee member has multiple assignments. He said he is on one committee, the Personnel Committee. He said he asks the Council to appoint him to the Budget and Finance Committee at the November meeting. The Mayor said that according to the Town Code, it is the Mayor who appoints the committees. Council member Kitselman said the rule has never been used to sideline the Mayor's political opponents, and he thinks that is what is happening. Mayor Dickinson said anyone wishing to serve on a committee should come see her. Recorder Arnold said he thinks this should be a Council decision. The Mayor quoted the Town Code. Council member Kitselman said the Mayor does not have any more power than anyone else on Council. The Mayor referenced the Code. Council member Kitselman questioned the Mayor about appointing herself to every committee. Mayor Dickinson responded that she did not write the code. She said she would discuss committee assignments, but would not do so in the current meeting. Recorder Arnold said he wished to be on the budget and finance committee. The Mayor said she would take the request under consideration.

Recorder Arnold said that Ms. Gibson had recently stepped down as the Chair of the Personnel Committee. He said that he is currently on the committee and wishes to be appointed Chair of that Committee so that all Council members have equal chair assignments. The Mayor said she would discuss the matter outside of the current meeting. Council member Kitselman asked why the meeting was called a work session. Mayor Dickinson responded that this in an appointment the Mayor makes, and she thought it was inappropriate to discuss the matter in an open meeting.

Recorder Arnold noted that he was appointed to work on the MOU with the County on Economic Development and Tourism. He said the Economic Development Advisory Committee which the Mayor has planned is a duplicate and with staffing being short, he feels the committee is unnecessary. The Mayor said the committee had been created on a motion passed by Council, and if it is to be reconsidered, that should be addressed at the November meeting. Recorder Arnold suggested the Council members review the MOU and asked the Council for support on rescinding the motion creating the Committee.

Recorder Arnold referenced the Town Administration Policy Committee which requires three members of Council and Town Staff. He said he will ask the Council to rescind the motion on this committee also. He added that any policies needing review can be sent to the appropriate Committee already staffed and in existence. He said he sees no reason to staff another committee with the workload. Council member McDonald thanked Recorder Arnold for stepping forward and said she appreciated the experienced members being willing to serve. Council member Gibson said as Chair of the Budget and Finance Committee, she was not opposed to Recorder Arnold being the third committee member.

6. Discussion – Recording Policy

Recorder Arnold said the Council had voted to have a recording policy in order to assist the Clerk with the minutes. He said it was clearly stated that the recordings would be destroyed after the minutes were approved by the Council. Recorder Arnold said the Mayor’s request for copies of the files has circumvented what the Council approved. The Mayor stated that she wished to have copies of the files before they are destroyed every month. Council member Kitselman said Council should re-visit the policy. Recorder Arnold said he would prepare to move to rescind the recording policy at the November meeting.

7. Discussion – Assisted Living Facilities

Recorder Arnold said he is concerned about the number of assisted living facilities in Town. He said he wants the Council to look at the existing facilities and any zoning for future facilities. He requested that Council send the matter to the Planning Commission for study and recommendation to Council regarding whether the Town has enough or needs more such facilities which, he said, place a burden on fire and rescue services. The Mayor said there are only three assisted living facilities in the County. Council member Kitselman and Recorder Arnold noted that all three are in Town. The Council discussed the Meridan facility, containing 65 beds, which is currently in the works and noted it would not be affected by any change.

8. Adjourn

There being no other business, upon motion of Council member Tollett, seconded by Council member McDonald, and passed unanimously, the meeting was adjourned at 4:15 p.m.

Harry Lee Arnold, Jr., Recorder

Ann W. Phillips, Town Clerk

Attachment 2

BERRYVILLE TOWN COUNCIL
MOTION TO AUTHORIZE THE
COMCAST FRANCHISE AGREEMENT

Date: November 8, 2016

Motion By:

Second By:

I move that the Council of the Town of Berryville authorize the Town Manager to sign the attached Comcast franchise agreement and to make minor alterations as recommended by legal counsel in conjunction with the County of Clarke.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

Final draft 6/20/2016

**CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN COMCAST and THE
TOWN OF BERRYVILLE, VIRGINIA**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Town of Berryville, a political subdivision of the Commonwealth of Virginia (hereinafter, "Town") and Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC (hereinafter, "Grantee").

The Town, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Code of Virginia, Article 1.2, § 15.2-2108.19, and the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

1.1 "Access Channel" means a video Channel, which Grantee shall make available to the Town without charge for non-commercial public, educational, or governmental access use for the transmission of video programming as directed by the Town.

1.2 "Act" means the Communications Act of 1934.

1.3 "Affiliate", in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.4 "Basic service tier" means the service tier that includes (i) the retransmission of local television broadcast channels and (ii) public, educational, and governmental access channels required to be carried on the basic tier.

1.5 "Cable Operator" means any Person or group of Persons that (A) provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or (B) otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System.

1.6 "Cable Service" means the one-way transmission to Subscribers of (i) video programming or (ii) other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.7 "Cable System" or "System" means any facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes video programming and that is provided to multiple Subscribers within a community, except that such definition shall not include (i) a system that serves fewer than 20 Subscribers; (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (iii) a facility that serves only Subscribers without using any public right-of-way; (iv) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 USC § 201 et seq., except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (v) any facilities of any electric utility used solely for operating its electric systems; (vi) or any portion of a System that serves fewer than 50 Subscribers in any locality, where such portion is part of a larger System franchised in an adjacent locality; or (vii) an open video system that complies with § 653 of Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 573.

1.8 "Channel" shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.9 "Communications Act" means the Communications Act of 1934, as amended.

1.10 "Control" means the ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of corporate affairs.

1.11 "Educational Access Channel" means an Access Channel available for the use of the Clarke County Public Schools.

1.12 "Effective Date" means June 30, 2015.

Commented [A1]: Revise.

1.13 "FCC" means the Federal Communications Commission or successor governmental entity thereto.

1.14 "Force majeure" means an event or events reasonably beyond the ability of Grantee to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, environmental restrictions, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which Grantee's facilities are attached or to be attached or conduits in which Grantee's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.

1.15 "Franchise" means the initial authorization, or renewal thereof, issued by the Town, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance, resolution or otherwise, which authorizes the construction and operation of the Cable System.

1.16 "Franchise Agreement" or "Agreement" means this Cable Franchise Agreement and any amendments or modifications hereto.

1.17 "Franchise Area" means the present legal boundaries of the Town of Berryville as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.18 "Government Channel" means an Access Channel dedicated to carriage of programming related to the government of Clarke County, the Town, and any other municipality located within Clarke County.

1.19 "Grantee" means Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC.

1.20 "Gross Revenue" means all amounts which are received by Grantee from the operation of the Cable System to provide Cable Service in the Franchise Area. The Grantee shall maintain its books in accordance with generally accepted accounting principles ("GAAP"). Gross Revenue shall include, without limitation, the following:

1.20.1 Any revenue received from Subscribers, including but not limited to revenue for basic service, expanded basic service, other tier services, additional outlets, and pay-per-view service, or for the distribution of any other Cable Service, as defined by federal law, over the System;

1.20.2 Revenue received from Subscribers for installation, change in service and reconnection charges and similar fees attributable to the provision of Cable Services;

1.20.3 Revenue received from Subscribers for converters, remote controls or other equipment leased or rented to Subscribers in connection with the delivery of Cable Services to such Subscribers;

1.20.4 Revenue received from Subscribers for service charges and late fees related to delinquent accounts as attributable to the provision of Cable Services;

1.20.5 Revenue received from third parties, including advertising revenue, home shopping commissions, leased access payments (except as limited herein). In computing Gross Revenue from sources other than Grantee's Subscribers, including without limitation, revenue derived from the sale of advertising, home shopping services, guide sales, the lease of channel capacity on its Cable System, or any other such revenues derived from the operation of the Cable System to provide Cable Service, the amount of such revenues attributable or allocated to Grantee shall be in accordance with GAAP.

1.20.6 Fees collected from Subscribers for the payment of cable franchise fees to be paid to the Town; such cable franchise fees shall not be deemed to be taxes and are not deducted from the total gross revenue figure on which Franchise fees are paid.

Provided, however, that Gross Revenue shall not include: (i) refunds or rebates made to Subscribers or other third parties; (ii) any revenue which is received from the sale of merchandise over home shopping channels carried on the Cable System, but not including revenue received from home shopping channels for the use of the Cable Service to sell merchandise; (iii) any tax, fee, or charge collected by the Cable Operator and remitted to a governmental entity or its agent or designee, including without limitation a local public access or education group; (iv) program launch fees; (v) directory or advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; (vi) a sale of Cable Service for resale or for use as a component part of or for the integration into Cable Services to be resold in the ordinary course of business, when the reseller is required to pay or collect franchise fees or similar fees on the resale of the Cable Service; (vii) revenues received by any Affiliate or any other person in exchange for supplying goods or services used by the Cable Operator to provide Cable Service; and (viii) revenue derived from services classified as non-Cable Services under federal law, including, without limitation, revenue derived from Telecommunications Services and Information Services, and any other revenues attributed by the Cable Operator to non-Cable Services in accordance with rules, regulations, standards, or orders of the Federal Communications Commission.

1.21 "Information Services" shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20).

1.22 "Institutional Network" or "I-Net" means the fiber optic cable and related facilities constructed for Clarke County by Adelpia Cable LLC, the Grantee's predecessor-in-interest, and any additional such facilities constructed at the County's direction.

1.23 "Internet Access" means dial-up or broadband access service that enables Subscribers to access the Internet.

1.24 "Non-Cable Services" means any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services, Internet Access, and Telecommunications Services.

1.25 "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.26 "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. *See* 47 C.F.R. § 76.309(c)(4)(ii).

1.27 "PEG" means public, educational, and governmental.

1.28 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Town.

1.29 "Public Rights-of-Way" means the surface, the air space above the surface, and the area below the surface of any public street, road, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, waterway, easement, or similar property in which the Town now or hereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining, a Cable System. No reference herein to the "Public Rights-of-Way" shall be deemed to be a representation or guarantee by the Town that its interest or other right of control to use such property is sufficient to permit its use for such purposes, and the Grantee shall be deemed to gain only those rights to use as are properly in the Town and as the Town may have the undisputed right and power to give.

1.30 "Service Interruption" means the loss of picture or sound on one or more cable channels.

1.31 "Subscriber" means a Person who lawfully receives Cable Service delivered over the Cable System with Grantee's express permission.

1.32 "Telecommunication Services" shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.33 "Title VI" means Title VI of the Communications Act.

1.34 "Town" means the Town of Berryville, organized and existing under the laws of the Commonwealth of Virginia, and the area within its territorial limits.

1.35 "Transfer" means any transaction in which (i) an ownership or other interest in the Grantee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that majority control of the Grantee is transferred; or (ii) the rights and obligations held by the Grantee under the Franchise granted under this Franchise Agreement are transferred or assigned to another Person or group of Persons. However, notwithstanding clauses (i) and (ii) of the preceding sentence, a transfer of the Franchise shall not include (a) transfer of an ownership or other interest in the Grantee to the parent of the Grantee or to another Affiliate of the Grantee; (b) transfer of an interest in the Franchise granted under this Franchise Agreement or the rights held by the Grantee under the Franchise granted under this Franchise Agreement to the parent of the Grantee or to another Affiliate of the Grantee; (c) any action that is the result of a merger of the parent of the Grantee; (d) any action that is the result of a merger of another Affiliate of the Grantee; or (e) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the Grantee in the Franchise or the System used to provide Cable Service in order to secure indebtedness.

1.36 "Video programming" means programming provided by, or generally considered comparable to, programming provided by a television broadcast station.

SECTION 2 - Grant of Authority

2.1 **Grant.** The Town hereby grants to the Grantee under the Code of Virginia and the Cable Act a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Rights-of-Ways within the Franchise Area for the purpose of providing Cable Service, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Rights-of-Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2 **Term of Franchise.** The term of the Franchise granted hereunder shall be fifteen (15) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated.

2.3 **Renewal.** Any renewal of this Franchise shall be governed by and comply with Section 626 of the Cable Act, as amended.

2.4 **Reservation of Authority.** Nothing in this Franchise Agreement shall be construed as a waiver of any codes or ordinances of general applicability promulgated by the Town.

2.5 **Grant Not Exclusive.** The Franchise and the right it grants to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Town reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise Agreement.

2.6 **Police Powers.** Nothing in the Franchise Agreement shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police power results in any material alteration of the terms and conditions of this Franchise, then the parties shall modify this Franchise Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on the Grantee of the material alteration.

2.7 **Competitive Equity.** The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; the Franchising Authority acknowledges and agrees that the franchise agreement shall be governed by §15.2-2108.26 of the Code of Virginia.

SECTION 3 - Construction and Maintenance of the Cable System

3.1 **Permits and General Obligations.** The Grantee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval

or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Rights-of-Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Rights-of-Way.

3.2 Conditions of Street Occupancy.

3.2.1 New Grades or Lines. If the grades or lines of any Public Rights-of-Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Town (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines.

3.2.2 Relocation at Request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Town to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3 Restoration of Public Rights-of-Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Rights-of-Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Rights-of-Way to a condition reasonably comparable to the condition of the Public Rights-of-Way existing immediately prior to the disturbance.

3.2.4 Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations and applicable safety codes. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

3.2.6 Aerial and Underground Construction. At the time of any Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in the portion of the Franchise Area in which construction is being performed are underground, the Grantee shall place its Cable System's transmission and distribution facilities underground; provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7 Undergrounding and Beautification Projects. In the event all users of the Public Rights-of-Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities.

SECTION 4 - Service Obligations

4.1 General Service Obligation.

4.1.1 The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and is within one (1) mile as measured in strand footage from the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall be counted as a "dwelling unit" if, and only if, such home is located within four hundred (400) feet of the public right of way. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within two hundred (200) feet of the Grantee's distribution cable at the standard installation rate. Should, through new construction, an area within the Franchise Area meet the density requirements, Franchisee shall provide Cable Service to such area within one (1) year after it confirms that the density requirements have been met following notice from the Franchising Authority that one or more residents has requested service.

4.1.2 The Grantee may impose an additional charge in excess of its regular installation charge, but not in excess of its actual cost which may include cost of material, labor, design and any necessary easements, for any service installation at a location that is more than two hundred (200) feet from the Public Rights-of-Way. Such additional charge shall be paid by the developer, home owners association, landowner or Subscriber requesting Cable Service in an area that does not meet the density and distance standards.

4.2 New Developments. The Grantee agrees to use commercially reasonable efforts to inform itself of all newly planned developments within the Town and to work with developers to cooperate in pre-installation of facilities to support Cable Service.

4.3 Programming. The Grantee shall offer to all Subscribers a diversity of video programming services.

4.4 No Discrimination. The Grantee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied; provided, however, that the Grantee may deny service for good cause, including but not limited to theft of Grantee's services, vandalism of its property, or abuse or harassment of its representatives. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice. Grantee shall assure that access to Cable Services is not denied to any group of potential residential cable Subscribers because of the income of the residents of the local area in which such group resides.

4.5 Provision of Maps to the Town. The Grantee shall provide the Town, upon written request and no more than once per calendar year an up-to-date strand map of its facilities in the Franchise Area. The Town shall treat such maps as proprietary information, exempt from release or disclosure under the Virginia Freedom of Information Act, and shall use the maps only for purposes of planning and managing construction within and in the immediate vicinity of the public rights-of-way.

4.6 Additional Maps. Should the Town request access to more detailed maps of the Cable System, then the Grantee shall permit the Town to review such maps at a specified location in northern Virginia.

4.7 Removal and Relocation. In accordance with applicable law, the Town shall have the power at any time to order and require the Grantee to remove or relocate any pole, wire, cable or other structure owned by the Grantee that is dangerous to life or property. In the event that the Grantee, after notice, fails or refuses to act within a reasonable time, the Town shall have the power to remove or relocate the same at the sole cost and expense of the Grantee, which cost shall be summarized by the Town.

SECTION 5 - PEG Services

5.1 PEG Channels

5.1.1 In order to ensure availability of PEG programming, Grantee shall make available up to two (2) Access Channels on the Basic Service Tier, upon request of the Town. One Access Channel shall be designated as the Educational Access Channel, and the other shall be designated as the Government Access Channel (jointly, "PEG Channels"). The Town may request that Grantee make either or both PEG Channels available at any time by submitting a

request in writing, and Grantee shall make the Channel or Channels available within nine (9) months of the date of the request.

5.1.2 The PEG Channels shall be carried on the channel numbers to be assigned by Comcast at the time they are made available. Thereafter, PEG Channel assignments may be changed and the entity responsible for managing any affected PEG Channel shall be given thirty (30) days advance notice of the change. If the Grantee decides to change the channel designation for any of the PEG Channels, it must provide thirty (30) days prior written notice to the Town, and shall reimburse the Town, and/or the designated PEG provider in an amount not to exceed one thousand dollars (\$1000) for reasonable, documented costs incurred by the Town or other PEG users, including, but not limited to, technical costs, logo modifications, stationary, promotion, and advertising.

5.1.3 Grantee shall provide an upstream fiber optic connection and all necessary headend equipment for the purpose of providing PEG Access video origination between the following locations and Grantee's headend within nine (9) months of receiving a written request from the Town: the meeting chamber in the Berryville-Clarke County Government Center and Grantee's headend, and Clarke County High School. The upstream connections referred to in this paragraph shall be referred to as a "Return Link" or as the "Return Links." The Grantee shall maintain both upstream links in good operating condition, and shall ensure that such links are at all times capable of transmitting PEG Access programming signals from the origination point to the headend without material distortion or degradation, in accordance with applicable industry technical standards.

5.1.3.1 If the Town submits a request for either or both of the Return Links on or before the third anniversary of the Effective Date, the Grantee shall provide the requested link or links at its sole cost and expense, at no cost to the Town, and without itemizing the cost of the link or links on subscriber bills. If, however, the Town requests a link after the third anniversary of the Effective Date, the Grantee shall provide the requested link or links only if (i) the Town agrees to bear the cost of construction and installation of the necessary fiber optic plan and equipment; (ii) the Town consents to the itemization of subscriber bills of the entire cost of such construction and installation; or (iii) the Town and the Grantee agree on an alternative funding plan, which may consist of, without limitation a combination of payments by the Town and itemization on Subscriber bills. The Town may also submit a request for either or both Return Links on conjunction with Clarke County, in which case references to the Town in this paragraph shall be read to include the Town and the County.

5.1.4 Grantee shall not interfere with the ability of competing cable operators and open video system operators designated by the Town (the "Competing Operators") to obtain the content of any of the programming on the PEG Channels. Grantee shall not object to the connection of compatible equipment to facilities located at the Town's PEG programming origination facility or facilities by Competing Operators for the purpose of obtaining access to the PEG Channel signals and transporting such signals to their subscribers by means of their own facilities, nor shall Grantee object to the transmission of the PEG Channel signals by Competing Operators.

5.1.5 The PEG Channels shall be carried on the Basic Service tier. The Grantee shall monitor the two (2) PEG Access Channels for technical quality and shall ensure that they are maintained so that they are capable of transmitting signals in accordance with technical standards equivalent to those which apply to the Cable System's commercial channels. Grantee shall insure that there is no material degradation in the quality of the Access Channel signals that are received by the Grantee for distribution by Grantee over the Cable System, as a result of the condition of the Return Links or associated equipment owned by Grantee.

5.2 PEG and I-NET Capital Support. In support of the Town's production of local PEG programming and the Institutional Network, if the Town submits a written request, Grantee shall provide an annual capital grant to the Town ("PEG and I-Net Capital Grant") in the amount of fifty cents (\$0.50) per subscriber per month. Grantee's obligation to pay the PEG and I-Net Capital Grant shall commence ninety (90) days after the end of the billing quarter during which the Town's request was received (the "Grant Commencement Date"). Such grant shall be used by the Town for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities, as well as for I-Net capital purposes. Payment of the PEG and I-Net grant shall be made annually. The PEG and I-Net Grant payment, along with a brief summary of the information upon which it is based, shall be delivered to the Town annually, no later than sixty (60) days after each anniversary of the Grant Commencement Date.

5.3 PEG Indemnification. All local producers and users of any of the PEG facilities or Channels shall agree in writing to hold harmless Grantee and the Town from any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. Furthermore, all local producers and users of any of the PEG facilities or Channels shall agree in writing, and the Town shall require that such local producer or user agree in writing, to authorize Grantee to transmit programming consistent with this Agreement.

5.4 Itemization. To the extent permitted by federal law, the Grantee shall be allowed to recover the costs arising from the provision of the PEG and I-Net Grant from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. The parties agree that none of such costs constitutes or is part of any Franchise fee, and all such costs fall within one or more of the exceptions listed in 47 U.S.C. § 542.

5.5 I-Net Agreement. The County and the Grantee have agreed to the terms of a Fiber Use Agreement (the "Fiber Agreement"), pursuant to which the Grantee grants the County the continuing right to use the I-Net. The Grantee acknowledges that the Town is an authorized user of the I-Net, and acknowledges that the County and the Grantee have entered into the Fiber Agreement in lieu of agreeing on terms under which the Grantee would construct and maintain I-Net facilities to meet the Town's needs as part of this agreement. The parties further agree that any and all payments made to the Grantee pursuant to the Fiber Agreement are capital in nature

and that amounts payable to the Grantee pursuant to the Fiber Agreement may be paid from the PEG and I-Net Grant, and the Grantee expressly waives any claim that such payments are prohibited by any provision of applicable law.

SECTION 6 - Communications Tax and Franchise Fee

6.1 **Communications Tax.** Grantee shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended (the "Communications Tax"), and Sections 6.2 through 6.6 of this Agreement shall not have any effect, for so long as the Communications Tax or a successor state or local tax that would constitute a franchise fee for purposes of 47 U.S.C. § 641, as amended, is imposed on the sale of Cable Services by the Grantee to Subscribers in the Town.

6.2 **Payment of Franchise Fee to Town.** In the event that the Communications Tax is repealed and no successor state or local tax is enacted that would constitute a franchise fee for purposes of 47 U.S.C. § 641, as amended, Grantee shall pay to the Town a Franchise fee of five percent (5%) of annual Gross Revenue, beginning on the effective date of the repeal of such tax (the "Repeal Date"). Beginning on the Repeal Date, the terms of Section 6.2 through 6.6 of this Agreement shall take effect. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter. Should Grantee submit an incorrect amount, Grantee shall be allowed to add or subtract that amount in a subsequent quarter, but no later than ninety (90) days following the close of the calendar year for which such amounts were applicable; such correction shall be documented in the supporting information required under Section 6.3 below.

6.3 **Supporting Information.** Each Franchise fee payment shall be accompanied by a brief report prepared by a representative of Grantee showing the basis for the computation, and a breakdown by major revenue categories (such as Basic Service, premium service, etc.). The Town shall have the right to reasonably request further supporting information for each Franchise fee payment, subject to the confidentiality provision of Section 8.3.3.

6.4 **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any Franchise fee payable hereunder shall be five (5) years from the date on which payment by Grantee is due.

6.5 **Bundled Services.** This Section 6.5 shall only apply if state or federal law does not otherwise address the computation of franchise fees or gross revenues in connection with the provision of Cable Service as part of a bundle or package with any Non-Cable Service. If the Grantee bundles Cable Service with Non-Cable Service, the Grantee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading the Franchise fee payments under this Agreement.

6.6. Audit.

6.6.1 Subject to the confidentiality requirements of Section 8.3.3 of this Agreement, the Town, or such Person or Persons designated by the Town, shall have the right to inspect and copy records and the right to audit and to recompute any amounts determined to be payable under this Franchise, without regard to by whom they are held. If an audit discloses an overpayment or underpayment of franchise fees or of the PEG and I-Net grant, the Town shall notify the Grantee of such overpayment or underpayment within ninety (90) days of the date the audit was completed. The Town, in its sole discretion, shall determine the completion date for any audit conducted hereunder. Audit completion is not to be unreasonably delayed by either party.

6.6.2 Subject to the confidentiality requirements of Section 8.3.3 of this Franchise, the Grantee shall be responsible for providing to the Town all records necessary to confirm the accurate payment of franchise fees and the PEG and I-Net grant. The Grantee shall maintain such records for five (5) years. The Town's audit expenses shall be borne by the Town unless the audit determines the payment to the Town should be increased by more than five percent (5%) in the audited period, in which case the costs of the audit shall be paid by the Grantee to the Town within thirty (30) days following written notice to the Grantee by the Town of the underpayment, which notice shall include a copy of the audit report. If recomputation results in additional revenue to be paid by Grantee to the Town, such amount shall be subject to an interest charge of the Prime rate plus one percent (1%). If the audit determines that there has been an overpayment by the Grantee, the Grantee may credit any overpayment against its next payment; and, the Town shall waive the interest charge on any past due amounts that were a result of such overpayment by the Grantee. The auditor shall not be compensated on a success based formula, e.g., payment based on a percentage of any underpayment, if any.

6.6.3 The audit provisions set forth in this subsection shall similarly apply to the PEG and I-NET support payments specified in subsection 5.2 of this Franchise.

SECTION 7 - Customer Service Standards; Customer Bills; and Privacy Protection

7.1 Customer Service Standards. Customer service requirements are set forth in Exhibit B, which shall be binding unless amended by written consent of the parties.

7.2 Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (i) is not misleading and (ii) does not omit material information. Notwithstanding anything to the contrary in Section 7.2, above, the Grantee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

7.3 Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 8 - Oversight and Regulation by Town

8.1 Oversight of Franchise. In accordance with applicable law, the Town shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

8.2 Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Town shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

8.3 Maintenance of Books, Records, and Files.

8.3.1 Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Town, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the Town shall be retained by the Grantee for a minimum period of three (3) years.

8.3.2 File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

8.3.3 Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, except as provided herein. The City shall further have the right to have independent consultants employed by the City review such disclosed information, contingent upon and subsequent to the execution by such consultants of any relevant non-disclosure agreements ("NDA") that may be required by the Franchisee. Such confidential information shall be subject to the following, to be applied as is most practicable for the purposes of this Agreement:

8.3.3.1 To the extent an exemption under the Virginia Freedom of Information Act permits the Town to maintain the confidentiality of submitted information and the Grantee submits such information to the Town, the Town shall maintain the confidentiality of such information and not disclose it to any public request;
or

8.3.3.2 To the extent that information provided to an accountant, attorney, consultant, or any other agent of the Town ("Town Consultant") would not be subject to public disclosure under the Virginia Freedom of Information Act and the Town instructs the Grantee to provide such information to the Town Consultant as may be required by this Agreement, the Grantee shall provide such information to the Town Consultant and the Town shall not take possession of the information nor engage in any act that would jeopardize the confidentiality of such information; or,

8.3.3.3 Franchisee must provide the following documentation to the Town: (i) specific identification of the information; (ii) statement attesting to the reason(s) the Franchisee believes the information is confidential; and (iii) statement that the documents are available at the Franchisee's designated offices for inspection by the Town.

8.3.4 At all times, the Town shall take reasonable steps to protect the proprietary and confidential nature of any books, records, maps, plans or other Town-requested documents that are provided pursuant to this Agreement to the extent they are designated as such by the Franchisee. Nothing in this Section shall be read to require the Franchisee to violate federal or state law protecting Subscriber privacy.

8.4 Records Required. The Grantee shall at all times maintain:

8.4.1 Records of all written complaints for a period of three years after receipt by the Grantee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Grantee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

8.4.2 Records of outages for a period of three years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.4.3 Records of service calls for repair and maintenance for a period of three years after resolution by Grantee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.4.4 Records of installation/reconnection and requests for service extension for a period of three years after the request was fulfilled by Grantee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

8.5 FCC Testing. Within fourteen (14) days of a written request by the Town, a written report of test results of FCC performance testing will be provided to the Town Manager.

8.6 Annual Report. Upon receipt of a written request from the Town, and no later than one hundred twenty (120) days after the end of the Grantee's fiscal year, the Grantee shall submit a written report to the Town, in a form reasonably satisfactory to the Town, which shall include:

8.6.1 An annual summary of complaints, identifying both number and nature of the complaints received and an explanation of the disposition.

8.6.2 A copy of the Grantee's rules, regulations and policies available to Subscribers of the Cable System, including but not limited to (i) all Subscriber rates, fees and charges; (ii) copies of the Grantee's contract or application forms for Cable Services; and (iii) a detailed summary of the Grantee's policies concerning the processing of Subscriber complaints; delinquent Subscriber disconnect and reconnect policies; Subscriber privacy and any other terms and conditions adopted by the Grantee in connection with the provision of Cable Service to Subscribers;

8.7 Periodic Review.

8.7.1 The Town may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Franchise. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Grantee's compliance to the terms and conditions of this Franchise Agreement, with emphasis on PEG Access Channels, facilities and support; customer service and complaint response; and (ii) hear comments, suggestions and/or complaints from the public. The Town shall provide the Grantee with advance, written notice regarding any known compliance matters that the Town intends to address at the hearing.

8.7.2 The Town shall have the right to question the Grantee on any aspect of this Franchise Agreement including, but not limited to, the operation, maintenance and/or removal of the Cable System. During review and evaluation by the Town, the Grantee shall fully cooperate with the Town and/or his or her designee(s), and produce such documents or other materials relevant to such review as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Town.

8.7.3 Within sixty (60) days after the conclusion of such review hearing(s), the Town may issue a written report with respect to the Grantee's compliance. If noncompliance is found which may result in a violation of any of the provisions of this Franchise Agreement, the Grantee shall respond in accordance with Section 12.1.

SECTION 9 - Transfer or Change of Control of Cable System or Franchise

9.1 No transfer of this Franchise shall occur without the prior written consent of the Town, which consent shall not be unreasonably withheld, delayed or conditioned. No transfer shall be made to a Person, group of Persons or Affiliate that is not legally, technically and financially qualified to operate the Cable System and satisfy the obligations hereunder.

SECTION 10 - Insurance and Indemnity

10.1 Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Town certificates of insurance designating the Town and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Town. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Town from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

10.2 Indemnification. The Grantee shall indemnify, defend and hold harmless the Town, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that result from the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Town shall give the Grantee timely written notice of its obligation to indemnify and defend the Town within a reasonable time of receipt of a claim or action pursuant to this Section. If the Town determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Town.

SECTION 11 - System Description and Service

11.1 System Capacity. During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of eighty (80) channels of video programming with satisfactory reception available to its Subscribers in the Franchise Area.

11.2 Service to School and Government Buildings. The Grantee shall provide without charge within the Franchise Area one service outlet activated for Basic Service to each existing public building listed in Exhibit A, including, without limitation, each public school, each public library, each location occupied by the Town police department, each location occupied by fire and rescue operations, and other locations occupied or used by the Town government for municipal purposes. During the term of this Agreement, the Town may designate additional such locations to receive one service outlet activated for Basic Service by submitting a request for service to the Grantee, and Grantee shall install the service outlet, including the drop line and any necessary equipment, within sixty (60) days of the Town's designation for any drop up to but not exceeding two hundred (200) feet. Exhibit A shall be deemed amended accordingly. For all service outlets, if it is necessary to extend the Grantee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school or public building, the Town shall have the option either of paying Grantee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Grantee from the obligation to provide service to such building. Furthermore, Grantee shall be permitted to recover, from any public building owner

entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Grantee shall not charge for the provision of Basic Service to the additional service outlets once installed. The Town may extend its one outlet to additional locations throughout the building at its own installation expense without an additional monthly fee for the provision of Basic Service to those locations.

11.3 Standby Power. The Grantee shall provide standby power generating capacity at the headend and at all hubs. The Grantee shall maintain motorized standby power generators capable of up to twenty-four (24) hours duration at the headend and all hubs, with automatic response systems to alert the Grantee's Local Management Center when commercial power is interrupted. The power supplies serving the distribution plant shall be capable of providing power to the Cable System for not less than two (2) hours, in the event of an electrical outage.

11.4 Emergency Alert System. Grantee shall comply with the Emergency Alert System requirements of the FCC in order that emergency messages may be distributed over the System.

SECTION 12 - Enforcement of Franchise

12.1 Notice of Violation. In the event that the Town believes that Grantee has not complied with the terms of the Franchise, the Town shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Town shall notify Grantee in writing of the exact nature of the alleged noncompliance.

12.2 Grantee's Right to Cure or Respond. Grantee shall have thirty (30) days from receipt of the written notice described in Section 13.1 to: (i) respond to the Town, if Grantee contests (in whole or in part) the assertion of noncompliance; (ii) cure such default; or (iii) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Town of the steps being taken and the projected date that they will be completed.

12.3 Enforcement. Subject to applicable federal and state law and the terms and conditions of this Agreement, the Town may apply one or a combination of the following remedies if the Town determines that the Grantee is in default of any provision of the Franchise:

12.3.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

12.3.2 Commence an action at law for monetary damages or seek other equitable relief; or

12.3.3 In the case of a substantial material default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 12.4; or,

12.3.4 Assess liquidated damages, or apply any other remedy provided for in this Agreement or applicable federal, state or local laws.

12.4 Revocation. Should the Town seek to revoke the Franchise, the Town shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Town has not received a satisfactory response from Grantee, it may then seek termination of the Franchise at a public hearing. The Town shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

12.4.1 At the designated hearing, Grantee shall be provided a fair opportunity for full participation, in accordance with the standards and procedures then applicable for legislative matters before the Town Council.

12.4.2 Following the public hearing, Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter the Town shall determine (i) whether an Event of Default has occurred; (ii) whether such Event of Default is excusable; and (iii) whether such Event of Default has been cured or will be cured by the Grantee. The Town shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Grantee to effect any cure. If the Town determines that the Franchise shall be revoked, the Town shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of the Town to an appropriate court, which shall have the power to review the decision of the Town *de novo*. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Town.

12.4.3 The Town may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Town's rights under the Franchise in lieu of revocation of the Franchise.

12.5 Performance Guarantees.

12.5.1 To ensure the performance of its obligations under this Franchise, the Grantee shall establish a security fund in the form of a letter of credit for the Town in the amount of ten thousand dollars (\$10,000) (the "Security Fund"). Recovery under the letter of credit shall be in accordance with the procedures set forth in Section 12.6.3. If at the time of recovery under the letter of credit by the Town, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of the Grantee to the Town until it is paid. Within thirty (30) days of being notified that any amount has been recovered by the Town, the Grantee shall restore the letter of credit to the total amount specified above.

12.5.2 To further ensure the Grantee's faithful performance of its obligations hereunder, the Grantee shall obtain and maintain during the entire term of the Franchise, and any renewal or extensions thereof, a performance bond from a financial institution licensed to do business in Virginia in the amount of twenty thousand dollars (\$20,000).

12.6 Liquidated Damages.

12.6.1 Because the Grantee's failure to comply with provisions of this Franchise may result in injury to the Town and because it may be difficult to quantify the extent of such injury, the Town and the Grantee agree that, subject to the procedures in Section 12.6.3, liquidated damages may be assessable against the Grantee for certain violations of provisions of this Franchise, and that such liquidated damages may be chargeable to the Grantee's Security Fund up to the limits specified below in the event of non-payment by the Grantee. On an annual basis from the Effective Date of the Franchise, liquidated damages in total will not exceed ten thousand dollars (\$10,000) (the "Liquidated Damages Cap"). The Grantee hereby agrees that the liquidated damages specified herein are reasonable and do not constitute a penalty or fine. The liquidated damages shall not apply when non-compliance is caused by Force Majeure events and shall only apply from the date of notice being provided to the Grantee unless otherwise provided for or consistent with the time periods of notice and cure specific to certain liquidated damages.

12.6.1.1 Failure to supply information, reports, or filings lawfully required under the Franchise: **\$50 per day** for each day the violation continues after the Grantee is given a thirty (30) day period to cure the failure and then written notice has been provided to the Grantee by the Town of such continuing violation;

12.6.1.2 Failure to file, obtain, maintain or replenish the security fund in a timely fashion: **\$200 per day**, following a fourteen (14) day cure period;

12.6.1.3 For violation of applicable technical standards established by the FCC or other lawful authority: **\$100 per day** for each day the violation continues after a thirty (30) day cure period;

12.6.1.4 For each day during which the Town determines that the Grantee has violated customer service standards pursuant to Exhibit B, except for those standards set forth in Subsection 12.6.1.5 below: **\$200 per violation**, following a seven (7) day cure period, except that such cure period does not apply to customer service standards that themselves provide a time to act or a specific cure period;

12.6.1.5 For failure to meet customer service standards with regard to telephone answering time, time to transfer a call to a customer service representative, or excessive busy signals: if such standards are not met according to the terms in which such standards are established in Exhibit B: **\$100** for each quarter in which such standards were not met if the failure was by less than 5%; **\$200** for each quarter in which such standards were not met if the failure was by 5% or more but less than 15%; and **\$300** for each quarter in which such standards were not met if the failure was by 15% or more;

12.6.1.6 For failure to comply with the requirements for the provision of PEG programming: **\$50 per day**.

12.6.2 The Town Manager or Town Council may reduce or waive any of the above-listed liquidated damages if the Town Manager or Town Council determines that such waiver is in the best interests of the Town.

12.6.3 If the Town Manager, following reasonable notice to the Grantee to cure any problem (except for specific notice periods as may be contained in this Agreement) that might result in liquidated damages pursuant to the Agreement, determines that the assessment of liquidated damages is justified, he or she shall issue to the Grantee, by certified mail, a notice of intention to assess liquidated damages. The notice shall set forth the basis of the assessment, and shall inform the Grantee that liquidated damages will be assessed from the date of the notice unless the assessment notice is appealed for hearing before the Town Council and the Town Council rules (1) that the violation has been corrected, or (2) that an extension of the time or other relief should be granted, or (3) the Town Council disagrees with the findings of the Town Manager. If the Grantee desires a hearing before the Town Council, it shall send a written notice of appeal, by certified mail, to the Town Manager within ten (10) days of the date on which the Town Manager sent the notice of intention to assess liquidated damages. After the hearing, if the Town Council sustains, in whole or in part, the Town Manager's assessment of liquidated damages, the Town Council may at any time thereafter draw upon the security fund for the amount reviewed by the Town Council after providing the Grantee thirty (30) days to pay said amount. Unless the Town Council indicates to the contrary, said liquidated damages shall be assessed beginning with the date on which the Town Manager sent the notice of intention to assess liquidated damages and continuing thereafter until such time as the violation ceases, as determined by the Town Manager.

12.7 Technical Violation. The Town agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area.

SECTION 13 - Miscellaneous Provisions

13.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by events which constitute a Force Majeure, as defined herein.

13.2 Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Town:

To the Grantee: Comcast/Paul Comes

600 Hays Avenue
Staunton, Virginia 24401
Attn: Government Affairs Department

With copies to:

Comcast Cable
7850 Walker Drive
Greenbelt, MD 20770
Attn.: Government Affairs Department

And to:

Comcast Cable Northeast Division
676 Island Pond Rd.
Manchester, NH 03109
Attention: Government Affairs Department

13.3 Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Town and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. If the terms of this Agreement are materially altered due to changes in governing law (including but not limited to the law of the Franchisors), then the parties shall negotiate in good faith to reconstitute this Agreement in a form that is consistent with such law and also, to the maximum extent possible, is consistent with the original intent of Franchisee and the Franchisors and preserves the benefits bargained for by each party.

13.4 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5 Incorporation by Reference.

13.5.1 All presently and hereafter applicable conditions and requirements of federal, State and local laws, including but not limited to the rules and regulations of the FCC and the Commonwealth of Virginia, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. All such general laws, rules and regulations, as amended, shall control the interpretation and performance of this Franchise to the

extent that any provision of this Franchise conflicts with or is inconsistent with such laws, rules or regulations.

13.5.2 Should the Commonwealth of Virginia, the federal government or the FCC require Grantee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Town and Grantee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

13.5.3 Governing Law. This Franchise Agreement shall be deemed to be executed in the Commonwealth of Virginia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the Commonwealth of Virginia, as applicable to contracts entered into and performed entirely within the Commonwealth.

13.6 Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Town and the Grantee, which amendment shall be authorized on behalf of the Town through the adoption of an appropriate resolution or order by the Town, as required by applicable law.

13.7 No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8 No Waiver of Rights.

13.8.1 The failure of the Town on one or more occasions to exercise a right or to require compliance or performance under this Franchise Agreement, the Cable Ordinance or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Town, nor to excuse Grantee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

13.8.2 The failure of the Grantee on one or more occasions to exercise a right under this Franchise Agreement or applicable law, or to require performance under this Franchise Agreement, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Town from performance, unless such right or performance has been specifically waived in writing

13.9 Administration. The administration of this Agreement shall be vested in the Town Manager, or his or her designee. When not otherwise prescribed herein, all matters herein required to be filed with the Town shall be filed with the Town Manager.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

Attest:

Town of Berryville

By: _____
Name: _____
Title: _____

Attest:

Comcast of
California/Maryland/Pennsylvania/Virginia/West Virginia,
LLC.

By: _____
Name: Mary McLaughlin
Title: Regional Senior Vice President
Date: _____

EXHIBIT A

FACILITIES TO BE PROVIDED COURTESY CABLE SERVICE

| Location | Address | |
|--------------------------------|----------------------|----------------------|
| Government Center | 101 Chalmers Ct. | Berryville VA 22611 |
| Public Works | 201 Tom Whitacre Cir | Berryville VA 22611 |
| Sheriff's Office | 100 N Church St | Berryville, VA 22611 |
| Circuit Court Building | 102 N Church St. | Berryville, VA 22611 |
| General District Court | 104 N Church St | Berryville, VA 22611 |
| Social Services | 311 E Main St | Berryville, VA 22611 |
| Old Library | 36 E Main St | Berryville, VA 22611 |
| Enders Fire Station | 9 S Buckmarsh St | Berryville, VA 22611 |
| Johnson-Williams Middle School | 200 Swan Ave | Berryville, VA 22611 |
| School Board Office | 309 W Main St | Berryville, VA 22611 |
| Pupil Personnel | 321 W Main St | Berryville, VA 22611 |
| Alternative Education | 317 W Main St | Berryville, VA 22611 |
| High School | 627 Mosby Blvd | Berryville, VA 22611 |

EXHIBIT B

CUSTOMER SERVICE STANDARDS

SECTION 1: DEFINITIONS

A. Respond: Grantee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. Service Call: The action taken by the Grantee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

C. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Franchise Area.

D. Standard Installation: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

E. Normal Operating Conditions: Those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

SECTION 2: TELEPHONE AVAILABILITY

A. The Grantee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Grantee representatives trained and qualified to answer questions related to Cable Service in the Franchise Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. Grantee representatives shall identify themselves by name when answering this number.

B. The Franchisee's toll-free telephone numbers will appear on Subscriber bills, the Franchisee's website and in the annual notice.

C. Grantee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout), if Subscribers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Grantee may reasonably substitute this requirement with another method of handling calls from Subscribers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Grantee shall be answered within thirty (30) seconds. The Grantee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers in the Town, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Grantee at all call centers receiving calls from Subscribers in the Town, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Grantee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

F. Upon request from the Town, but in no event more than once a quarter thirty (30) days following the end of each quarter, the Grantee shall report to the Town the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D.

(2) Percentage of time Subscribers received busy signal when calling the customer service center as set forth in Subsection 2.E.

Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request.

G. At the Grantee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Grantee shall notify the Town of such a change at least thirty (30) days in advance of any implementation.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Grantee-supplied equipment and Cable Service. Drop wires in underground service areas that are temporarily placed above ground shall be buried within thirty (30) calendar days of the date and time of the temporary installation, except in those situations where weather conditions make trenching impractical.

B. Under Normal Operating Conditions, Standard Installations shall be performed within seven (7) business days after an order is placed.

The Grantee shall meet this standard under Normal Operating Conditions for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis.

C. The Grantee shall provide the Town with a report upon request from the Town, but in no event more than once a quarter thirty (30) days following the end of each quarter, noting the percentage of Standard Installations completed within the seven (7) day period. Those requested outside of the seven (7) day period by the Subscriber will be included as compliant. Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request.

At the Grantee's option, the measurements and reporting of above may be changed from calendar quarters to billing or accounting quarters. The Grantee shall notify the Town of such a change not less than thirty (30) days in advance.

D. The Grantee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Grantee's discretion, the Grantee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

E. Upon the Subscriber's request, the Grantee's service representatives will have the ability to issue service credits, at their sole discretion, to address Subscriber complaints related to missed appointments.

F. Under Normal Operating Conditions, the Grantee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If the Grantee representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber shall be contacted. The appointment shall be rescheduled, as necessary, at a time which is convenient for the Subscriber.

G. Between the time a new Subscriber is signed up for service and the time service is installed, he or she shall be afforded a right of rescission.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Grantee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Grantee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Town and each affected Subscriber in the Franchise Area have been given fifteen (15) days prior notice of the proposed Significant Outage.

Notwithstanding the foregoing, Franchisee may perform modifications, repairs and upgrades to the System without prior notification between 12.01 a.m. and 6 a.m., which may interrupt service.

B. Grantee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

C. Under Normal Operating Conditions, the Grantee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Franchise Area.

(2) The Grantee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Town of a Cable Service problem.

D. Under Normal Operating Conditions, the Grantee shall complete Service Calls within seventy-two (72) hours of the time Grantee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption.

E. The Grantee shall meet the standard in Subsection D. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

F. The Grantee shall provide the Town with a report upon request from the Town, but in no event more than once a quarter within thirty (30) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request. At the Grantee's option, the above measurements and reporting may be changed for calendar quarters to billing or accounting quarters. The Grantee shall notify the Town of such a change at least thirty (30) day in advance.

G. Under Normal Operating Conditions, the Grantee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Grantee to verify the problem if requested by the Grantee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

H. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Grantee shall issue a credit to every affected Subscribers who contacts the Grantee in connection with such Outage, including, without limitation, to notify Grantee of the Outage, to request a credit, or to

inquire as to the remedies available for loss of service related to the Outage. The credit shall be in the amount equal to the respective Subscriber's monthly recurring charges for the proportionate time the Cable Service was out, or in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Grantee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage. Failure to provide a credit in a timely manner in accordance with this section shall be deemed a violation of customer service standards, and subject to all applicable remedies, including, without limitation, liquidated damages pursuant to Section 13.7.1.5 of the Franchise Agreement.

I. With respect to service issues concerning Cable Services provided to Town facilities, Grantee shall Respond to all inquiries from the Town within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the Grantee shall notify the Town in writing as to the reason(s) for the delay and provide an estimated time of repair.

J. The Grantee shall keep maintenance crew and repair staff to meet the Grantee's obligations under these Customer Service Standards.

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Grantee shall investigate Subscriber complaints referred by the Town within seventy-two (72) hours. The Grantee shall notify the Town of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The Town may require reasonable documentation to be provided by the Grantee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Grantee shall perform those actions, which, in the normal course of business, are necessary to investigate the Subscriber's complaint and advise the Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Grantee shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes and/or other governmentally imposed fees. The Grantee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Grantee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however,

the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to Grantee within five (5) days prior to the due date; and

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

(4) It shall be within the Grantee's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, the Grantee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. The Grantee shall provide a telephone number and address on the bill for Subscribers to contact the Grantee. The Town, furthermore, hereby requests that Grantee omit publishing information specified in 47 C.F.R. § 76.952.

G. The Grantee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Town upon written request.

H. The Grantee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Grantee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Grantee, the payment alternative may be limited.

SECTION 7: DEPOSITS, REFUNDS AND CREDITS

A. The Grantee may require refundable deposits from Subscribers with 1) a poor credit or poor payment history, 2) who refuse to provide credit history information to the Grantee, or 3) who rent Subscriber equipment from the Grantee, so long as such deposits are applied on a non-discriminatory basis.

B. The Grantee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. The Grantee shall pay interest on other deposits if required by law.

C. Under Normal Operating Conditions, refund checks will be issued within next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by the Grantee or its authorized agent. Appropriate time considerations shall be included in the Grantee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 8: RATES, FEES AND CHARGES

A. The Grantee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Grantee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Grantee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Grantee's equipment (for example, a dog chew).

B. The Grantee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 9: DISCONNECTION /DENIAL OF SERVICE

A. The Grantee shall not terminate Cable Service for nonpayment of a delinquent account unless the Grantee provides a notice of the delinquency and impending termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Grantee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Grantee's equipment, abusive and/or threatening behavior toward the Grantee's employees or representatives, or refusal to provide credit history information or refusal to allow the Grantee to validate the identity, credit history and credit worthiness via an external credit agency.

D. Charges for Cable Service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by the Grantee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Grantee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by the Grantee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from the Grantee and to receive Cable Service or other multi-channel video service from another Person or entity.

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

A. All Grantee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Grantee shall wear a clearly visible identification card bearing their name and photograph. The Grantee shall make reasonable effort to account for all identification cards at all times. In addition, all Grantee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Grantee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Grantee vehicles shall have the Grantee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Grantee shall have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Grantee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Grantee shall be conducted in a courteous manner.

C. The Grantee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Grantee may be referred to the Town.

D. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

E. The Grantee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Grantee, and the Grantee shall provide a copy of the notice to the Town including how and where the notice was given to Subscribers.

F. The Grantee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Grantee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Grantee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address and telephone number of the Town, but with a notice advising the Subscriber to initially contact the Grantee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Grantee practices and procedures for protecting against invasion of privacy;
and

(9) The address and telephone number of the Grantee's office to which complaints may be reported.

A copy of all notices to Subscribers required by this Subsection 10.F. will be given to the Town as soon as possible.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

I. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;
- (3) The date by which payment is required in order to avoid termination of Cable Service; and,
- (4) The telephone number for the Grantee where the Subscriber can receive additional information about their account and discuss the pending termination.

Cable Television Franchise Agreement

8 November 2016

The Town Council and the Board of Supervisors discussed this matter at work session on 13 September. They and the Boyce Town Council held a public hearing on the agreement on 18 October.

Both the Clarke County Board of Supervisors and the Boyce Town Council have approved the agreement as presented at the public hearing.

Please find attached the proposed agreement and a motion for its approval.

Please also find attached a letter send to the Clarke County Planning Director by George Archibald. It is important to highlight several sections of the proposed agreement as you review the attached letter.

Those sections include:

- Section 2.1 which addresses the nonexclusive nature of the agreement
- Section 5.1.4 which addresses PEG Channels and competing operators
- Section 5.3 which addresses PEG indemnification

13 September 2016 Report

The Town's Cable Television Franchise Agreement became effective on 15 May 1984. While the term of the agreement was fifteen years, the agreement remains in effect because it has not been terminated or renewed.

The Town and County have worked together to adopt a new agreement for over a decade. The Town and County have worked cooperatively utilizing the same legal counsel and consultants.

Please find attached the 1984 Franchise Agreement and a draft (dated 6/20/16) of a new agreement for the Council's review.

The Board of Supervisors will join the Town Council for this work session. At the work session, Matt Ames, Esquire will brief the governing bodies on this matter. The Town Council and the Board of Supervisors are to hold a joint public hearing on this matter (tentatively set for 18 October 16).

Copy for Chairman David Weiss

GEORGE ARCHIBALD
27 WEST MAIN STREET
BERRYVILLE, VIRGINIA 22611-1380

TELEPHONE (540) 303-1477
EMAIL: <archibaldgeorge65@gmail.com>

November 2, 2016

BY EMAIL

Mr. Brandon Stidham
Clarke County Planning Director
101 Chalmers Court
Berryville Virginia 22611-1387

RECEIVED

NOV 2 2016

CLARKE COUNTY PLANNING

Dear Mr. Stidham,

With regard to the pending proposed Comcast franchise agreement, I have discussed this matter with Berryville Mayor Patricia Dickinson, Clarke County Supervisor Mary Daniel, and Clarke County Planning Commission Member Robina Bouffault.

While I have publicly opposed the franchise renewal with Comcast as unnecessary and not beneficial to the community, in addition to being an unwarranted governmental interference with lawful business activity within competitive free market parameters, I have proposed a useful amendment to the draft agreement prepared and presented at the last Board of Supervisors meeting by attorney Matthew Ames, where the matter was stayed until further notice.

The proposed amendment is as follows:

"Provided, that all public, education, and government (PEG) television channels created and made available under this agreement shall not be restricted to access from Comcast but shall also be made available as part of this agreement without restriction to all other television and internet providers serving Clarke County, for access by their customers, be they cable, FIOS, satellite or other, including but not limited to such companies as AT&T-DIRECTV; DISH; Exede; Shenandoah Telecommunications Company (SHENTEL); Verizon; and others."

Your assistance in coordinating this proposal for consideration by Members of the Board of Supervisors and other governing bodies of Clarke County, as necessary, is much appreciated.

Cordially,

George Archibald

cc: Chairman David Weiss; Supervisor Mary Daniel; Mayor Patricia Dickinson.

Attachment 3

Planning and Community Development

Action Items

- **Set Public Hearing – Text Amendment to Section 610 of the Berryville Zoning Ordinance**
- **Set Public Hearing – Amendment of Proffered Conditions**

November 8, 2016

Planning Commission

The Planning Commission held a meeting on Tuesday, October 25, 2016. They discussed a request for a text amendment to Section 610 of the Berryville Zoning Ordinance and set two public hearings. Their next meeting is scheduled for Tuesday, November 22, 2016 at 7:30pm.

Berryville Area Development Authority

The BADA held a meeting on October 19, 2016. They set a public hearing for a site plan application from Berryville AL, LLC for an assisted living facility on Mosby Boulevard. Their next meeting is scheduled for Wednesday, November 30, 2016 at 7:00pm.

Architectural Review Board

The Architectural Review Board held a meeting on Wednesday, November 2, 2016 to review the following:

Architectural Review

Glenn McIntyre, Owner, is requesting a Certificate of Appropriateness in order to repair and renovate an accessory structure at the property located at 114 East Main Street, identified as Tax Map Parcel number 14A2-((A))-79, zoned C General Commercial. *Approved as presented.*

Sign Review

Sign Doctor Sales and Service, Inc., Applicant, is requesting a Certificate of Appropriateness in order to replace the pole and install footings on an existing freestanding sign for the Dollar General Store located at 20 South Church Street, identified as Tax Map Parcel number 14A5-((A))-74A, zoned C General Commercial. *Approved as presented.*

Sign Review

Lynn Erisman, Applicant, is requesting a Certificate of Appropriateness in order to install a projecting sign at her business, McLean Mortgage Corporation, located at 20B East Main Street, identified as Tax Map Parcel number 14A2-((A))-72, zoned C General Commercial. *Approved as presented.*

Their next meeting will be held on Wednesday, November 30, at 12:30pm.

Board of Zoning Appeals

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

BERRYVILLE TOWN COUNCIL

Set Public Hearing – Text Amendment to Section 610 Business Commercial of the Berryville Zoning Ordinance

November 8, 2016

The Berryville Town Council is sponsoring text amendments requested by House of Lords, Inc. (Ding Wang, Land Contract Owner, A.C. Echols, Jr., Agent) in order to modify Article VI, Section 610 Business Commercial, of the Berryville Zoning Ordinance, deleting Section 610.2(u) retail stores and shops as an accessory use to the primary permitted use with provisions and establishing Section 610.2(x) “Personal service establishments, retail stores and shops not to exceed 10,000 [square] feet for each free-standing business or for each business in a shopping center or strip mall center.” TA 06-16

The Planning Commission held a public hearing at their September meeting and continued the discussion at their October meeting. They voted unanimously to recommend denial of the text amendment. Discussion included:

- Gross floor area requirements of the current ordinance language concerning retail uses;
- The current request was replacing “apples with oranges”;
- The question of what business would locate to Berryville that would require 10,000 square feet of retail space;
- Floor area ratio requirements currently in place;
- Community sentiment received by several Commissioners was “overwhelmingly negative”;
- The applicant said that competition will ultimately be beneficial. He added that the current uses in the BC zoning district are “unreasonable, arbitrary, capricious, discriminatory, and unconstitutional”. He added that he represents Mr. Wang and that uses such as auto parts and pharmacy are excluded and are businesses which are not detrimental to the community’s health.
- A Berryville business owner discussed Berryville’s business community and asked that “whatever can legally be done should be done to stop this type of development”. She added that she is in favor of residential development but all of the other growth may adversely affect the community.

Per Section 508.8 of the Berryville Zoning Ordinance, the Planning Commission is required to act upon any proposed amendment referred to it within 100 days of the first Planning Commission meeting; after resolution of the Town Council initiating the amendment; or after receipt of a complete application. This recommendations meets that timeframe.

October 11, 2016 Staff Report

The Planning Commission held a public hearing on this matter at their September 27, 2016 meeting. They will be making a recommendation to Town Council in time for the November 8 meeting.

The Berryville Town Council initiated the above text amendment at their July meeting. Mr. Echols is requesting that existing section 610.2(u) be removed from the zoning ordinance and that additional retail (up to 10,000 square feet per building) be permitted as a use by right. Mr. Echols' company, House of Lords, is the current owner of a parcel in this zoning district identified as Tax Map Parcel number 15-((5))-251E consisting of just over seven acres according to Clarke County Tax Records. Please note that the zoning text amendment would affect the entire BC zoning district.

This text amendment would delete Section 610.2(u) of the Berryville Zoning Ordinance as which allows retail stores and shops as an accessory use in the Business Commercial Zoning District as follows:

- 610.2(u) Retail stores and shops as an accessory use to the primary permitted use on the parcel, provided:*
- (1) the retail store or shop is directly related, ancillary, subordinate, and incidental to the primary permitted use;*
 - (2) the gross floor area of the retail store or shop (excluding storage) does not exceed ten (10) percent of the gross floor area of the primary permitted use;*
 - (3) the gross floor area of the retail store or shop (excluding storage) does not occupy more than 1,500 square feet; and*
 - (4) the gross floor area for storage related to the retail store or shop does not exceed 500 square feet. (8/01)*

Mr. Echols, Agent, is requesting that the following language be established under 610.2(x) of the Berryville Zoning Ordinance as follows:

610.2(x) Personal service establishments, retail stores and shops not to exceed 10,000 feet for each free-standing business or for each business in a shopping center or strip mall center. (00/16)

The intent of the BC District is to provide locations for highway commercial uses (such as retail uses dependent on automobile access, restaurants, motels), office and employment-related businesses within the precincts of the Berryville Area. Further, Section 610 of the Berryville Zoning Ordinance states that "adequate transportation and site planning of all land uses shall have the goal of minimizing traffic conflicts with all other activities within the Berryville Area".

BC zoning encompasses the entirety of Sub-Area 7 as identified in the updated Berryville Area Plan (BAP) and is currently the only location this zoning is applied in the Town and Annexation Area B. Highway and visitor commercial uses are identified in this narrative. A portion of Chapter II of the Berryville Area Plan that describes Sub-Area 7 is included in this report.

Recommendation

Set a public hearing for the December 13, 2016 Town Council meeting.

Section 610 Business Commercial (BC) District

(3/92) SECTION 610 BC BUSINESS COMMERCIAL

610.1 PURPOSE AND INTENT

The Business Commercial (BC) District is established to provide locations for highway commercial uses (such as retail uses dependent on automobile access, restaurants, motels), offices, and employment-related businesses within the precincts of the Berryville Area Plan. The BC District is further established to encourage innovative design of office, employment and retail-related development; and to these ends, development under this district is permitted only in accordance with a site plan.

The application of this district is intended for newly developing locations in the Berryville Area where office, retail, and similar activities are the principal use. High-quality business park and commercial site design principles are to be incorporated into the BC District uses. Highway-oriented commercial uses shall be located where they are pre-planned and creatively grouped in an efficient manner meeting the comprehensive planning objectives.

The specific uses permitted within the BC District must be in harmony with the cultural and environmental character of the Berryville Area. No use should be permitted which might be harmful to the adjoining land uses and the residential ambience of the community at large. Adequate transportation and site planning of all land uses shall have the goal of minimizing traffic conflicts with all other activities within the Berryville Area.

610.2 PERMITTED USES

- (a) Antique sales (indoor only)
- (b) Automobile service and repair establishments (including gas stations), with a convenience store (not occupying more than 3,000 square feet of gross floor area) as an accessory use, provided that all vehicle repair takes place in a fully enclosed building. **(04/16)**
- (c) Automobile sales
- (d) Broadcast stations, studios, and offices for radio and television
- (e) Car washes
- (f) Churches and other places of worship
- (g) Clubs or Lodges (including civic and public benefit organizations)
- (h) Day care centers
- (i) Financial institutions (with or without drive-through windows)
- (j) Funeral homes
- (k) Government and other public buildings (including police, fire, library, museum, and postal facilities; excluding retail and service uses except as provided in Section 610.2(u).
- (l) Grocery store (with at least 25,000 square feet gross floor area)
- (m) Hotels and motels
- (n) Laundromats
- (o) Medical care facilities, licensed
- (p) Offices, business or professional
- (q) Plant nurseries
- (r) Public utilities and related easements
- (s) Recreation facilities (indoor or outdoor), parks, playgrounds, fairgrounds, etc.

Section 610 Business Commercial (BC) District

- (t) Restaurants with or without drive-through
- ~~(u) Retail stores and shops as an accessory use to the primary permitted use on the parcel, provided:
 - ~~(1) the retail store or shop is directly related, ancillary, subordinate, and incidental to the primary permitted use;~~
 - ~~(2) the gross floor area of the retail store or shop (excluding storage) does not exceed ten (10) percent of the gross floor area of the primary permitted use;~~
 - ~~(3) the gross floor area of the retail store or shop (excluding storage) does not occupy more than 1,500 square feet; and~~
 - ~~(4) the gross floor area for storage related to the retail store or shop does not exceed 500 square feet. (8/01)~~~~
- (v) Schools, public and private
- (w) Veterinary hospitals (small animals), exclusive of outdoor boarding kennels
- (x) Personal service establishments, retail stores and shops not to exceed 10,000 feet for each free-standing business or for each business in a shopping center or strip mall center. (00/16)**

610.3 SPECIAL PERMIT USES

- (a) Conference centers
- (b) Pharmaceutical centers **(5/06)**
- (c) Scientific research and development establishments
- (d) Theatres, indoor

610.4 MAXIMUM DENSITY

The maximum density shall not exceed a floor area ratio (FAR) of .30, based on the net developable area of the lot.

610.5 MINIMUM DISTRICT SIZE

Minimum District size is four (4) acres.

610.6 LOT REQUIREMENTS

- (a) Minimum lot area: 20,000 square feet
- (b) Minimum lot width: 100 feet

610.7 BUILDING HEIGHT AND SETBACK REGULATIONS

- (a) Maximum building height: 40 feet
- (b) Minimum yard requirements:
 - (1) Front yard: 40 feet
 - (2) Side yard: 25 feet (40 feet on street side corner lot)
 - (3) Rear yard: 25 feet
 - (4) Where a lot is contiguous to property located in any residential district, all buildings shall have a minimum setback of 40 feet from common property lines.

610.8 OPEN SPACE

- (a) A landscape and buffer plan shall be submitted with any application for site plan approval.
- (b) Twenty (20) percent of the gross site area shall be landscaped open space.

Section 610 Business Commercial (BC) District

610.9 ADDITIONAL REGULATIONS

(a) Parking, Streets and Access

- (1) All parking requirements shall be met by off-street, on-site spaces and shall include designated spaces for the handicapped.
- (2) The location, spacing and number of private driveway entrances shall comply with Virginia Department of Transportation standards and shall be subject to final site plan approval.
- (3) Off-street parking spaces shall be accessed via private driveways and shall not be directly accessed from public rights-of-way.

(b) Buffering and Landscaping

- (1) Where a parcel in the BC District is contiguous to a residential zoning district or public right-of-way with limited access, a landscaped buffer strip fifteen (15) feet in width shall be provided.
- (2) Landscape materials and their placement shall be subject to final site plan approval. With the approval of the administrative body, walls, fences or wider buffer strips may be used in lieu of landscaping.

(c) Storage of Materials and Refuse

- (1) All refuse containers shall be screened by a solid wall or fence.
- (2) Any establishment involved with the storage of any fuel for sale, for on-site use, or for any other purposes, shall be permitted only if the fuel is stored underground, except where otherwise permitted under provisions granted and stipulations required by the administrative body.
- (3) All storage shall be conducted within the principal structure, which is to be completely enclosed.
- (4) There shall be not outdoor storage and/or display of goods with the exception of plant materials associated with nurseries.

(d) Uses, Facilities and Improvements

- (1) All business services (and storage) shall be conducted within the principal structure, which is to be completely enclosed.
- (2) Signing, mailboxes, site lighting and architectural materials shall be provided and installed by the property's owner-developer and shall be consistent and compatible with the scale and character of the development.
- (3) Private streets, street lighting, sidewalks, curbing and gutters, and parking bays shall be constructed to standards specified by the administrative authority or its agents.

(e) Site Plan

- (1) A site plan, which shall govern all development, shall be submitted for approval.
- (2) Site plans shall include provisions for the following:
 - (A) adequate public facilities;
 - (B) development phasing;
 - (C) stormwater management facilities to address the ultimate development coverage within the district;
 - (D) lighting and signing;
 - (E) building placement and lot configuration; and
 - (F) Other special site features and land use considerations deemed necessary to serve the district.

Section 610 Business Commercial (BC) District

- (G) Any site plan application which is not in strict conformance with the pre-existing approved site plan for the District shall require an amendment to that site plan and preliminary plat prior to site plan approval of the specific use.
- (3) All uses shall be subject to final site plan approval.

BERRYVILLE TOWN COUNCIL
Set Public Hearing – Proffer Amendments
November 8, 2016

A.C. Echols, Trustee, is requesting Proffer Amendments in order to revise Proffers approved August 9, 2009 to construct 120 multifamily units on the parcel identified as Tax Map Parcel number 14-5-251B zoned OPR Older Person Residential.

Mr. Echols is requesting amendments to Proffers originally approved in August 2009 as part of a rezoning and Special Use Permit in order to construct 60 multifamily units on 4.34 acres. The updated Proffer will include the construction of 120 multifamily units on approximately 11 acres.

The following items are included with this report:

- Application for Proffer Amendment dated October 25, 2016;
- Process to Consider as drafted by Bob Mitchell; and
- Submission requested by the applicant to be included with the staff report.

Recommendation

Set a public hearing for the December 13, 2016 meeting.

Madam Mayor and Members Berryville Town Council:

In order to make the six Proffers dated 8/4/09 consistent with the recent Text Amendments to the OPR District of the Berryville Zoning Ordinance, the Town Council and/or Berryville Planning Commission may desire the following revisions to the August 9th, 2009 Proffers:

1. Proffer #1, perhaps revised to reflect the new Master Plan showing senior apartments on 11 +/- Acres and an Assisted Care Facility on 9.41 acres, and
2. Proffer #2, perhaps revised to reflect 120 multi-family units on the 11 +/- acres rather than 60 units on 4.34 +/- acres, and

Since Proffers 3, 4, and 6 shown remain without change, it is advisable that the Town Council and/or the Berryville Planning Commission initiate and hold a Public Hearing and by Motion, amend and revise the Proffers dated August 4th, 2009 to be revised so that they are consistent with the Text Amendments approved by Council on October 11th, 2016.

Thanking you in advance,

A. C. Echols, Jr., Trustee



LAND DEVELOPMENT APPLICATION TOWN OF BERRYVILLE

(Please print or type)

Current Property TAX MAP #14-5-251B
Owner A. C. Echols, Jr., Trustee
Owner's Address 400 Custer Ct.
Berryville, Virginia 22611
Phone 703-777-4100



Agent (Contact Person) A. C. Echols, Jr.
Address 400 Custer Ct., Berryville, Virginia 22611
Phone 703-777-4100

Check Appropriate Request:

- Subdivision - creating more than 2 lots
Minor Subdivision - single lot divided into 2 lots
Boundary Line Adjustment
Site Plan
Rezoning
Text Amendment: Zoning or Subdivision Ordinance
ARB Certificate of Appropriateness
Town of Berryville Utilities
X Other: Proffer Amendment

Complete As Applicable:

Nature of Request/Proposal: Revision to Proffer dated August 4, 2009: Proffer should increase Multi-family Units from 60 units (4.34 Acres) to 120 Units (11 +/- Acres)

Tax Map & Parcel Tax Map #14-5-251B
Number(s):
Size of Project Site: 120 Multi-family Units on 11 +/- Acres

Proposed # of Lots: 11 +/- Acre Parcel Existing Zoning Older Persons Residential (OPR)

Owner or Agent: The information provided is accurate to the best of my knowledge. I understand that the Town may deny, approve, or conditionally approve the request for which I am applying. I certify that all property corners have been clearly staked and flagged.

Signature: [Handwritten Signature] Date: 10/24/16

Owner: I have read this completed application, understand its intent, and freely consent to its filing. Furthermore, I grant permission to the Town Planning Department and other government agents to enter the property and make such investigations and tests, as they deem necessary. I acknowledge that in accordance with Article X of the Subdivision Ordinance I am responsible for costs incurred for review of subdivision and/or development plans by the Town's engineer and that any other required tests or studies will be carried out at owner/agent expense

Signature: [Handwritten Signature]

A PROPOSED PROFFER STATEMENT AMENDMENT TO A REZONING PERMITTING 120 MULTI-FAMILY UNITS IN THE OLDER PERSON RESIDENTIAL (OPR ZONE)

REZONING: R.Z # [B (11.37793A) and DR-4 (0.93967A) to OPR]

PROPERTY: 11 Acres +/-

Tax Map Parcel 14-5-251B ("the Property")

RECORD OWNER: A.C. Echols, Jr., Trustee of the Battlefield Center Trust ("Owner")

ORIGINAL DATE

OF PROFFERS: May 4, 2009

REVISION DATE (S) July 9th, 2009 July 16th, 2009, August 4th, 2009



The headings of the proffers set forth below have been prepared for convenience or reference only and shall not control or affect the meaning or be taken as an interpretation of any provision of the proffers. The improvements proffered herein shall be provided at the time of development of that portion of the Property adjacent to or including the improvement or other proffered requirement unless otherwise specified herein. The term "Recorded Owner" as referenced herein shall include within its meaning all future owners and successor in interest. The Record Owner hereby proffers as follows:

Proffers

1. Master Development Plan

1.1 The development of the Property shall be in substantial conformity with the portion of the Master Development Plan entitled Master Development Plan dated Sept. 1, 2015 showing development on the Property, a copy of said Master Development plan being attached hereto as Exhibit A, subject to revisions which may be approved by the Town in final site plan review and approval.

2. Land Use Restrictions

2.1 Multi-family residential uses on the Property shall not exceed 120 units and shall be limited to areas containing 11 +/- acres subject to revisions which may be approved by the Town in final Site Plan review, as delineated on a Preliminary Site Plan attached hereto as Exhibit B.

3. Real Estate Tax

3.1 The Owner, and the Owner's successors and assigns, shall pay the usual and customary real estate tax to the Town and the County based upon the full real estate tax assessment of the localities and the prevailing tax rate in each locality.

4. Cash Proffers

4.1 Prior to the issuance of a building permit for multi-family residential units on the property, the Recorded Owner shall pay to the Town, for fire and rescue purposes, a sum equal to One Thousand Two Hundred Fifty Dollars (\$1,250.00) per unit for the total number of multi-family units shown on the applicable approved final site plan.

5. Deed

5.1 Any deed conveying the Property, or any portion thereof, from the owner of the Property at the time of final rezoning, shall affix as attachment incorporation into said deed, a full copy of these proffers in order to fully advise any subsequent purchaser of the proffered terms and conditions.

A.C. Echols, Jr., Trustee
Battlefield Center Trust

STATE OF VIRGINIA At-Large

County of Clarke, To-wit:



The foregoing document was acknowledged before me this _____ day of _____, 2016 by: A. C. ECHOLS, JR., TRUSTEE OF THE BATTLEFIELD CENTER TRUST.

My Commission expires _____

NOTARY PUBLIC

Notary Registration No: _____

Exhibit A



LINE TABLE

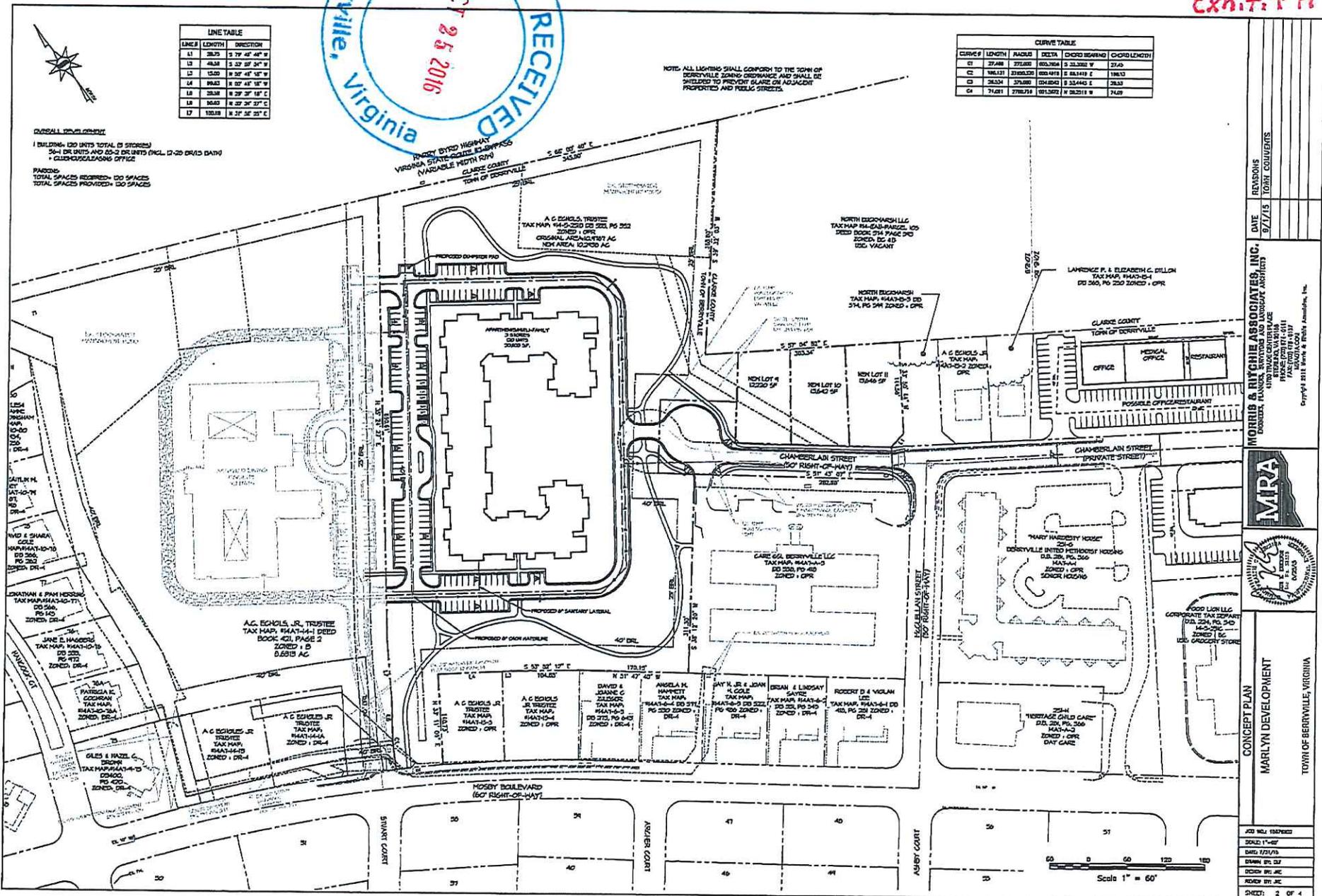
| LINE # | LENGTH | DIRECTION |
|--------|--------|-----------------|
| L1 | 26.75 | S 71° 47' 48" W |
| L2 | 13.50 | N 27° 47' 18" W |
| L3 | 48.38 | S 32° 37' 34" W |
| L4 | 36.63 | N 27° 47' 18" W |
| L5 | 33.36 | N 27° 27' 18" E |
| L6 | 30.63 | N 27° 27' 37" E |
| L7 | 100.18 | N 27° 32' 23" E |

CURVE TABLE

| CURVE # | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
|---------|--------|---------|--------|---------------|--------------|
| C1 | 27.48 | 272.68 | 80.764 | S 33.262° W | 27.48 |
| C2 | 186.31 | 2726.28 | 80.478 | S 83.449° E | 186.31 |
| C3 | 23.54 | 235.4 | 27.682 | S 23.442° E | 23.54 |
| C4 | 71.81 | 276.74 | 81.322 | N 82.111° W | 71.81 |

NOTE: ALL LIGHTING SHALL CONFORM TO THE TOPN OF BERRYVILLE ZONING ORDINANCE AND SHALL BE INSTALLED TO PREVENT GLARE ON ADJACENT PROPERTIES AND PUBLIC STREETS.

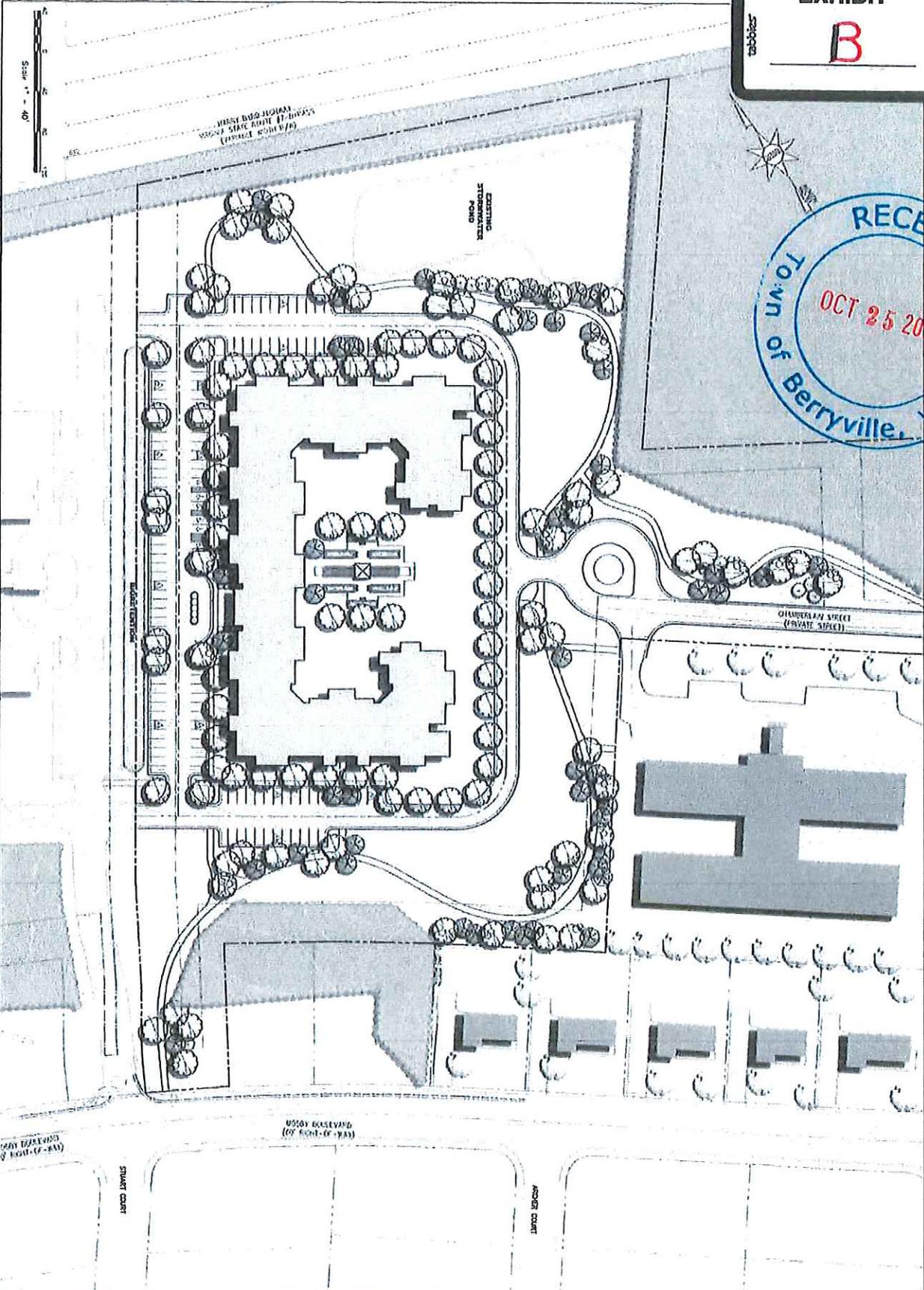
OVERALL TOTAL PERMIT
 1 BUILDING: 120 UNITS TOTAL (8 STORES)
 364 DR UNITS AND 20-2 DR UNITS (INCL. 12-20 DRAYS BAY)
 1 CLINIC/OCCUPANCY OFFICE
 PARKING:
 TOTAL SPACES REQUIRED: 100 SPACES
 TOTAL SPACES PROVIDED: 100 SPACES



| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| DATE | REVISIONS |
| 9/7/15 | TOWN COMMENTS |
| MORRIS & RYCHIE ASSOCIATES, INC.
ENGINEERS, ARCHITECTS, PLANNERS, LANDSCAPE ARCHITECTS
1000 TRADE CENTER PLACE
BERRYVILLE, VA 22834
FAX: (703) 474-1431
Copyright 2015 Morris & Rychie Associates, Inc. | |
| | |
| CONCEPT PLAN
MARLYN DEVELOPMENT
TOWN OF BERRYVILLE, VIRGINIA | |
| JDD: MLL: EBP:RCS | |
| DATE: 11-07 | |
| DATE: 12/17/15 | |
| DRAWN BY: DJ | |
| CHECKED BY: JAC | |
| SCALE: 1" = 60' | |
| SHEET: 2 OF 4 | |

EXHIBIT
B

RECEIVED
 OCT 25 2016
 Town of Berryville, Virginia



| | | | | |
|------------------------------------------------------------|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------|
| SHEET NO.
DATE
DRAWN BY
CHECKED BY
APPROVED BY | LAYOUT PLAN
SITE PLAN
MARLYN
<small>1/10/2016 10:00 AM</small> | MORRIS & RITCHIE ASSOCIATES, INC.
<small>ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS</small>
1310 TRADE CENTER PLACE
BERRYVILLE VA 20106
PHONE (501)874-0181
FAX (501)874-0137
WWW.MRAVA.COM
<small>Copyright 2016 Morris & Ritchie Associates, Inc.</small> | DATE | REVISIONS |
| | DATE
REVISIONS | | DATE
REVISIONS | |

A. C. ECHOLS JR REVOCABELE TRUST
TTE ALTON C ECHOLS JR
400 CUSTER CT
BERRYVILLE, VA 22611

797
68-426/514

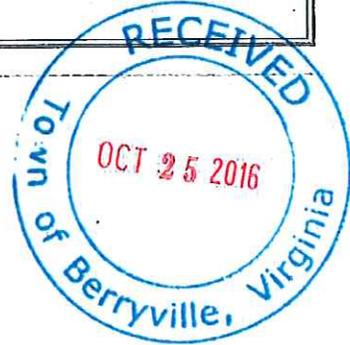
Oct 25, 2016
Date

PAY to the order of *Town of Berryville* \$ *700.⁰⁰*
Seven hundred and 00/100 Dollars

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

For *Truffer Amendment* *Boate C. Chab* MP

⑆05 1404 260⑆0000 157867075⑆00797



Process to Consider
Proffer Amendments

1. Property owner applies for amendments to previously approved proffers (pursuant to Va. Code §15.2-2302)
2. If there are property owners other than the applicant whose land is subject to the proffers, written notice of the application has to be given to those property owners within ten (10) days of the Town's receipt of the application.

The notice is given by the Zoning Administrator, or, at the direction of the Zoning Administrator, the applicant shall be required to give those property owners written notice and provide satisfactory evidence to the Zoning Administrator that the notice has been given (Va. Code §§15.2-2302(A) and 15.2-2204(H)).

3. The governing body must hold a public hearing on the application.

The usual public hearing notice pursuant to Va. Code §15.2-2204 shall be published.

4. The governing body then votes to approve, disapprove, or approve in part and disapprove in part the requested amendments to the previously approved proffers.

Upon approval of amendments, the previously approved proffers, as amended, remain in force on the property.

BERRYVILLE SENIOR FACILITIES: Positive or Negative County Benefit?

1. BACKGROUND: A discussion was started by the local Fire Chief regarding whether Clarke County was responsible for Fire and Rescue and whether senior facilities in Berryville were a Positive or Negative Fiscal Tax Benefit. The former has been answered by reference to Title 27 – Fire Protection pursuant to the Virginia and Clarke County Codes. The Positive Fiscal Tax Benefits are examined as follows:

2. FISCAL YEAR 2015 - COST LESS INCOME:

| | | |
|------------------|---|-------------------------------------------------------------|
| \$ 900,203 | - | Clarke Budget for Fiscal Year 2015 for 14,000 residents |
| <u>-205,300</u> | - | Positive Fiscal Tax Impacts from (4) Senior Facilities |
| \$ 694,903 | - | Balance from General Fund |
| <u>-275,000</u> | - | 1 st 12 months new "Fee for Service" |
| \$ 419,903 | - | Balance |
| <u>- 109,100</u> | - | Positive Future Fiscal Tax Benefit – Mosby Assisted Living |
| \$ 311,803 | - | Balance |
| <u>-215,890</u> | - | Positive Future Fiscal Tax Benefits – 120 Senior Apartments |
| <u>\$ 95,913</u> | - | Balance to be funded from General Fund |

3. FISCAL COST BEFORE A FEE FOR SERVICE AND TWO ADDITIONAL FACILITIES

| | | |
|------------------|---|---------------------------------------------------------|
| \$900,203 | - | Clarke Budget for Fiscal Year 2015 for 14,000 residents |
| <u>-205,300</u> | - | Fiscal Tax Benefits from (4) Senior Facilities |
| <u>\$694,700</u> | - | Balance to be funded from General Fund |

4. QUESTION: WHETHER CLARKE SUPERVISORS CAN AFFORD FUNDING FOR 3 ADDITIONAL CAREER EMS AND REQUISITE NEW EQUIPMENT?

HAROLD ROHDE: Clarke County Va. Community Group – Friday October 28th, 2016.

Fire Chief Rohde – Asst. Fire Chief Orndorff – Planning Commissioner Steinmiz: Although “A lot has been said regarding the responsibility of proving Fire and EMS services not being a the duty of the town of Berryville, but actually belonging to the County of Clarke” (Friday, – October 28 posting by Chief Rohde in the Clarke County Va., Community Group). In Virginia, pursuant to ‘Title 27 – Fire Protection’, a local governing body (the Board of Supervisors) determines the funding and mechanism by which Fire and EMS services are provided within each county’s locality. Fire/EMS “volunteer companies” are formed pursuant to ‘Titles 27-8 and 27-9’, VA Code while Fire/EMS “career departments” are formed pursuant to ‘Titles 27.6.1 and 27.7’ respectfully. Clarke County, provides a unified system of Fire/EMS services comprise of several individual “volunteer companies” (Enders – Blue Ridge and Boyce) and the County’s “Department of Fire and Rescue (career employees).

Currently, the county’s Fire and Rescue System is in part through the “Clarke Fire and Rescue Association”, created under the Clarke County Code. Clarke’s Fire and Rescue system evolved from one initially composed of individual companies, to one that is a combination system for both volunteers and career personnel working as a partnership established in law and thru written agreements.

The law as stated in ‘Title 27.8’ permits the creation of “volunteer companies”, which are by law deemed to be instrumentalities of the counties. As such they are exempt from suits for damages done incident to fighting fires or providing emergency medical services. In addition, pursuant to ‘Titles 27-23.6 and 27 – 23.1’ – various ways of creating fire and rescue services are created.

In conclusion, the Code of Virginia authorizes a local governing body like Clarke County to support any and all aspects of a locality’s fire and rescue services. The use of County funds is not restricted to funding only those services which are said to be either “career” or “volunteer” responsibilities. This is especially useful in Clarke County where Fire and EMS services are provided thru a blending of “volunteer” and “career” efforts, which mutually support and enhance each other in a shared public mission, established and overseen by the Clarke County Board of Supervisors (under ‘Title 27 of the Code of Virginia’).

Submitted by: Alton C Echols, Jr.,

MINUTES
BERRYVILLE TOWN COUNCIL
Tuesday, July 9, 2013
Berryville-Clarke County Government Center
Regular Meeting
7:30 p.m.

Town Council:

Present: Wilson Kirby, Mayor; Harry Lee Arnold, Jr., Recorder; Allen Kitselman; Douglas Shaffer; David Tollett

Absent: Mary Daniel

Staff: Keith Dalton, Town Manager; Desirée Moreland, Assistant Town Manager/Treasurer; Christy Dunkle, Assistant Town Manager/Planner; Neal White, Chief of Police; Celeste Heath, Town Clerk

Press: Val Van Meter, Winchester Star

1. Public Hearing: Jerry Johnson, Owner, is requesting a Special Use Permit in order to modify the second floor of an existing structure located at 16 West Main Street, identified as Tax Map Parcel number 14A2-((A))-59A, zoned C General Commercial into an apartment under Section 204.2(c) of the Town of Berryville Zoning Ordinance. SUP 02-13

Mayor Kirby opened the public hearing at 7:30 p.m. There was no public comment. The public hearing was closed at 7:31 p.m.

2. Call to Order: Wilson Kirby, Mayor
Mayor Kirby called the regular meeting to order at 7:31 p.m.

3. Approval of Minutes
June 11, 2013
Upon motion by Council member Tollett, seconded by Council member Kitselman, the minutes of the June 11, 2013 meeting were unanimously approved by those present.

4. Citizens Forum
Stan Kerns, representing Barns of Rose Hill said that as the Barns approach the two year anniversary mark he would like to thank the Town Council for their support. He gave a brief update on the Visitors Center and the events at the facility. He said that the board is working on new signage. Ms. Dunkle asked if they had submitted the application to Virginia Logos for Tourist Oriented signage. Mr. Kerns said that he would have to check on that.

5. Report of the Mayor

Emergency Services

The Mayor reported that the Town received a letter on June 14, 2013 from John H. Enders Fire Company Chief Harold Rohde concerning the company's inability to meet the emergency response needs of the community. (ATT 1) He said that the Board of

Supervisors received the letter. He said that he met with Chairman Hobert of the Board of Supervisors along with Mr. Dalton and that the Board of Supervisors has authorized Mr. Hobert to form a citizen committee to address this issue.

The Mayor then presented a draft letter in response to Chief Rohde's letter. (ATT 2) By consensus, the Town Council authorized staff to forward the letter to Chief Rohde.

6. Report of Town Manager

Mr. Dalton reported that Ms. Daniel regretted not being at the meeting but she is on a long planned family vacation.

Mr. Dalton reported that Heather Fiddler has been hired as the new Front Desk Clerk.

7. Planning and Zoning Matters

Action Item – Public Hearing – Special Use Permit

Jerry Johnson, Owner, is requesting a Special Use Permit in order to modify the second floor of an existing structure located at 16 West Main Street, identified as Tax Map Parcel number 14A2-((A))-59A, zoned C General Commercial into an apartment under Section 204.2(c) of the Town of Berryville Zoning Ordinance. SUP 02-13

Ms. Dunkle reported that the Planning Commission held a Public Hearing on June 25 on this matter and recommended that the Town Council approve the Special Use Permit.

Upon motion by Recorder Arnold, seconded by Council member Kitselman the Council of the Town of Berryville approved the Special Use Permit at the property located at 16 West Main Street, identified as Tax Map Parcel number 14A2-((A))-59A, zoned C General Commercial in order to modify a second story space into an apartment under Section 204.2(c) of the Berryville Zoning Ordinance with the following condition:

- Two off-street parking spaces are identified at the rear of the building per requirements in Section 310.9(a) of the Berryville Zoning Ordinance.

VOTE:

Recorded Vote:

Ayes: Wilson Kirby, Mayor
 Harry Lee Arnold, Jr., Recorder
 Allen Kitselman
 Douglas Shaffer
 David Tollett

Nays: None

Absent: Mary Daniel

Abstain: None

Planner's Report

Ms. Dunkle reported that the Planning Commission is one person down because Linda Canterbury has moved from the area. She said the BADA continues to work on the Berryville Area Plan and anticipates a site plan from the Virginia United Methodist

DRAFT

July 9, 2013

Chief Harold Rohde
John H. Enders Fire Co., Inc. & Rescue Squad
9 North Buckmarsh Street
Berryville, VA 22611

Dear Chief Rohde:

The Berryville Town Council is in receipt of your June 13 letter concerning staffing concerns in your department. This matter was discussed at tonight's meeting and the Council agreed to have me respond on behalf of the Town.

Let me first say that the Town of Berryville is very proud of John H. Enders Fire Company. We are proud of all of the good work that you and your volunteers do. We are proud of this community for all of the support it has given to your company over the past 113 years.

We recognize the challenges faced by your company. Because the Town has recognized the stress on your company it has provided financial assistance to both John H. Enders Fire Company (FY14 \$ 25,000) and Clarke County for paid staff (FY14 \$ 67,380). The Town also provides personal property tax relief for active John H. Enders Fire Company members (average annual abatement totals approximately \$550). The assistance to the County for staffing in particular is a stopgap measure and is not intended to continue ad infinitum.

It is important to make clear that in our opinion the provision of fire and rescue services in Clarke County is a County function. As such, funding for paid staff and equipment should come from one local source (County) for the following reasons:

- Provide for efficient administration, including the possibility of fee for service
- Provide for a clear chain of command for employee supervision and accountability
- Provide for an efficient means of managing the relationship between paid staff and volunteer organizations
- Provide for clarity and transparency for taxpayers who would fund the service

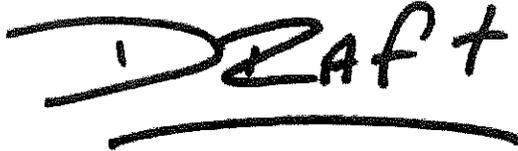
We support the efforts of the Clarke County Board of Supervisors to establish a committee to review the current status of the County's public safety providers and recommend actions that will help ensure the County's public safety organizations can adequately meet the needs of the public. We will participate in that process as Chairman Hobert sees fit.

Rohde
July 9, 2013
Page 2

Should you wish to discuss this matter with me I am sure that we can find a time that works for both of our schedules. Please let me know if you would like to meet.

Thank you for all that you do in your capacity as Chief.

Sincerely,

A handwritten signature in black ink that reads "DRAFT". The word is written in a stylized, cursive-like font. Below the word is a single horizontal line.

Wilson Kirby
Mayor

Cc: Town Council
Clarke County Board of Supervisors
Brian Conrad, Clarke County Fire and Rescue Association

Keith Dalton

From: Chief Harold Rohde [chief@endersfire.com]
Sent: Friday, June 14, 2013 9:40 AM
To: Bryan Conrad; lawyers@visuallink.com; dash@clarkecounty.gov; Keith Dalton; Wilson Kirby (Mayor)
Cc: BOD@app04.sm.onr.chicago.hostway; Group@app04.sm.onr.chicago.hostway
Subject: Enders Fire Rescue - Response and Staffing Concerns

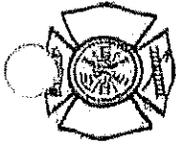
The attached letter was drafted by me and presented to the John H. Enders Fire Company and Board of Directors at last night's meeting. With unanimous support of all Board members present, am submitting this letter to you for consideration and action. I can be reached via email or my cell for further discussion.

Thank you for taking your time to consider the attached request and taking the steps necessary to safeguard the lives and property in our Town and County.

Harold Rohde, Chief
John H. Enders Fire & Rescue
9 S. Buckmarsh Street, Berryville, VA 22611
540.955.1110 station: 540.533.6705 cell

chief@endersfire.com : www.Endersfire.com

8 of 10



JOHN H. ENDERS FIRE CO., INC. & RESCUE SQUAD

9 South Buckmarsh Street
Berryville, Virginia 22611
(540) 955-1110



To: David Ash, Clarke County Administrator
Keith Dawn, Berryville Town Manager
J. Michael Hobert, Chair, Clarke County Board of Supervisors
Wilson Kirby, Mayor, Town of Berryville
Bryan Conrad, President, Clarke County Fire and Rescue Association

From: Harold Rhde, Chief, John H. Enders Volunteer Fire and Rescue Co.

Date: 13 June 2013

Subject: John H. Enders Vol. Fire Company and Rescue Squad

The John H. Enders Volunteer Fire Company and Rescue Squad has proudly served the Town of Berryville and the County of Clarke for over 113 years. During that time there have been many changes, not only in the community itself, but in the fire company and the wonderful people who volunteer their time protecting the citizens and property of this community.

It is with mixed emotions that I am writing this letter, though the obligation to serve the community with the community's best interest in mind prevails. The John H. Enders Volunteer Fire Company and Rescue Squad can no longer adequately meet the growing needs of the community. Volunteerism is at an all-time low. Training requirements mandated by the State are ever increasing, and there are not enough volunteers willing to put in the required hours to safely and adequately serve the community. There are calls that go unanswered by Enders, even when only a driver is needed to support the one Career person on duty.

There was a working structure fire not long ago that was responded to by a two volunteer engine crew, where one person attacked the fire and the other pumped the truck. Career staffing on this day was one person with a volunteer ambulance driver. The interior attack was performed by a single firefighter on the hose line. This is in violation of all current established practices. NFPA 1720, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2010 Edition, recommends that at least four persons be on scene before any interior fire suppression operations are begun in a hazardous environment. At that point, two members must work as a team within the hazardous environment and there must be two available outside, in case a rescue needs to be performed. Additionally, there are EMS incidents that go unanswered by Enders, or where a provider waits on the scene for as long as 30 minutes for a transport unit to arrive from a neighboring Company or Jurisdiction.

I write this now, with the hopes that something can be done before someone is hurt or otherwise endangered. (There simply are not enough volunteers to do the job any longer without increased assistance from career staffing) and the volunteers who are dedicated, are getting burned out by working a full time job and running as many as 5 calls per night as a volunteer.

In October 2009, Chief Jason Porter wrote a letter to the Clarke County Board of Supervisors (copy attached) stating that Enders could no longer meet the needs of the community and that additional career staff was necessary to adequately protect the Town and County. No changes were effected as a result of that letter. With Rose Hill Nursing Home (110 Chalmers Court), Greenfield House (413 McClellan St), and

9 of 10

Mary Hardesty House (218 Moseby Blvd), Enders is unable to respond with enough personnel to respond to the call volume of these high needs businesses and still protect the surrounding community. With the proposed construction of another Mary Hardesty House, and more assisted living businesses in the plans, our call volume will increase even more.

Additional career staff is required to meet this need. Clarke County EMS has two career persons on duty during the day from 0600 to 1800 hours on most weekdays. There are times when only one career person is available, and it is up to the volunteers to provide another person. Most times, that volunteer is not trained at the same level as the career person. They may only be an ambulance driver. If a fire call comes in, that person may not be a qualified firefighter or Engine driver. There are not enough qualified people to safely respond to incidents during the day.

I request that Clarke County Emergency Services staff with a full time Supervisor, who works a regular Monday through Friday shift and additional operational personnel. This will allow better supervision and interaction with all members of the staff. All career staff shall be trained not only as EMS providers, but also certified Firefighters. Not only shall two ALS (EMTI or EMT-P) providers be located at Enders Station 1, but also at least two BLS (EMTB or EMT-B) providers as well. That way, a BLS provider can drive for the ALS provider, and still leave another ALS transport unit available in the station. This staffing level should be the same for all 7 days of the week.

Though not confirmed, I have been told that Frederick County will begin "Fee-For-Service" with soft billing for residents of Frederick County in the not too distant future. However, for services provided outside of Frederick County, there will be no "Soft-Billing". This means that for those instances where Enders fails to respond to a call and the next nearest service provider is from Frederick County, that resident will be charged and taken to collections for payment.

Clarke County Emergency Services Supervisor Donald Jackson has begun to develop a plan to apply for a FEMA sponsored Staffing for Adequate Fire & Emergency Response (SAFER) Grant, which will cover a period of three years salaries and equipment to support additional staff. At the end of that three year period, it would be the responsibility of the jurisdiction to cover the salaries. This would be enough time to prepare a budget, secure a revenue stream, and prepare to provide adequate services to the residents of Clarke County and the Town of Berryville. Staffing should be evaluated not just for Enders, but for all County Companies, and the details of the SAFER grant should be worked out by the Clarke County Chiefs working group.

I hope that you will consider this request and take appropriate action to safeguard the lives of your families and mine, as well as all the rest of Clarke County and the Town of Berryville.

Sincerely,



Harold Rhde, Chief
John H. Enders Volunteer Fire Company and Rescue Squad

10 of 10



JOHN H. ENDERS
FIRE COMPANY & RESCUE SQUAD
 9 SOUTH BUCKMARSH STREET, BERRYVILLE, VA 22611
 PHONE: (540) 955-1110, CHIEF@ENDERSFIRE.COM

To: The Clarke County Board of Supervisors:

My name is Jason Porter, I'm the Fire Chief of John H. Enders Fire Company and Rescue Squad, Company 1. As I know you are aware John H. Enders has served this community with volunteers since 1900. In the 1990's the volunteers requested assistance in responding to EMS calls and the county began to hire "Career Medics" to augment the EMS service provided by the volunteers. We are now heading into 2010 and it is time for the career staffing levels to be adjusted to keep up with the complexity and frequency of EMS calls in the County. I had a meeting with John Staclin and David Ash in early October to talk about the needs of Fire & Rescue specific to John H. Enders Fire Company and Rescue Squad. At this meeting I expressed my concerns over current staffing levels and the needs of our community to respond timely and safely to all EMS calls.

I would like to request that the Clarke County Board of Supervisors increase the career staff at Company 1 on weekends by adding one additional career medic during the day. This increase on Saturday and Sunday would help address an immediate need to better serve our community and bring the career level to two during each day. I would like to state this is not a short term fix but will be an ongoing need for the future. I also believe the County Board should plan on adding additional career staff to include one additional overnight staff and plans to staff other county stations with personnel during the day.

I hope the Board of Supervisors can understand the urgency of my request even with the budget issues facing the county and town today. John H. Enders recently had a special meeting to talk about how to better respond to the EMS calls in our first due area. We discussed many ways the volunteers can work to help out. All of the suggestions came down to funding and time, both of which are hard to find as calls become more complex and training requirements increase. There was even discussion of having Company 1 pay for staffing on weekends. This cost is not something the Volunteer Company can afford. Our operating budget is close to \$400K annually and our capital needs continue to grow along with operating cost. The volunteers are extremely committed to serving the public and providing the best service possible. This dedication has saved the tax payers in our county thousands of dollars but more importantly has served to save lives and property of fellow citizens.

I make this request with great appreciation for career personnel and tremendous respect for the volunteer system that has served this community for over a hundred years. I make this request as a Chief who knows that the only way to meet the needs of the community, our community is to grow both the career staff and volunteer base. I know my station along with the other stations will work to increase volunteers and get them trained and qualified but we need the county to help the overall system by adding career medics today and plan for the future. Without the addition of people there is an increased risk for the citizens of Clarke and the Emergency personnel who respond to their needs. Please honor this request as soon as possible.

If you have any questions or would like to meet with me about Fire and EMS in Berryville please do not hesitate to ask. My contact information is below and I look forward to hearing/seeing your response.

Respectfully,

Jason Porter, Chief
 John H. Enders Fire Company and Rescue Squad
chief@endersfire.com, 540.833.6705

October 25, 2009

Attachment 4

Please find attached a letter from David Ash, Clarke County Administrator, requesting that the Town Council agree to meet jointly with the Clarke County Board of Supervisors to discuss “the status, recent actions, and future expectations for the Berryville Area Plan and the Berryville Area Development Authority”.

Staff would like to discuss possible dates/times for the requested meeting.

Clarke County Board of Supervisors



Berryville Voting District
Mary L.C. Daniel
(540) 955-1971

Millwood Voting District
Terri T. Catlett
(540) 837-2328

White Post Voting District
Bev B. McKay – Vice Chair
(540) 837-1331

Buckmarsh Voting District
David S. Weiss – Chair
(540) 955-2151

Russell Voting District
Barbara J. Byrd
(540) 955-1215

County Administrator
David L. Ash
(540) 955-5175

November 4, 2016

RECEIVED

NOV 4 2016

Berryville Town Council
101 Chalmers Court Suite A
Berryville, Virginia 22611

Attention: Council Members

Re: Request for Joint Meeting

The Board of Supervisors has directed that I notify you of the Board's desire to convene a joint meeting with the Town Council to discuss the status, recent actions, and future expectations for the Berryville Area Plan and the Berryville Area Development Authority.

Please present this request to the Town Council, and should the Council agree, suggest some possible dates that would be convenient for the Council.

Thanks,

David L. Ash

CC: Ann Philips, Clerk Berryville Town Council
Keith Dalton, Manager Town of Berryville
Christy Dunkle, Planner Town of Berryville
Clarke County Board of Supervisors
Brandon Stidham, Clarke County Director of Planning

Attachment 5

MINUTES
BERRYVILLE TOWN COUNCIL BUDGET AND FINANCE COMMITTEE
&
CLARKE COUNTY BOARD OF SUPERVISORS FINANCE COMMITTEE
Berryville-Clarke County Government Center

Called Meeting
October 13, 2016
10:00 a.m.

Town Budget & Finance Committee members: Present- Erecka Gibson, Chair; Patricia Dickinson
Town Staff: Desiree Moreland, Treasurer/Assistant Town Manager-Finance and Administration; Christy Dunkle, Planner/Assistant Town Manager-Operations; Ann Phillips, Town Clerk
Clarke County Finance Committee members: David Weiss, Chair; Terri Catlett
County Staff: David Ash, County Administrator; Tom Judge, CFO
Others: Harry Lee Arnold, Jr.; H. Allen Kitselman; Marilyn Pierce
Press: Cathy Kuehner

1. Call to Order

Chair Gibson called the Town Budget & Finance Committee to order at 10:00 a.m.
Chair Weiss called the County Finance Committee to order at 10:00 a.m.

2. Discussion – Town Contributions to County

Chair Gibson asked for clarification of the terms "CFS" and "no-units" in the County-supplied documentation of EMS data. Mr. Ash said the terms respond to "calls for service" and calls where no units were dispatched because no help was needed.

Chair Weiss said he was surprised at the level of calls with 74% of all calls originating in Berryville.

Chair Weiss said in reference to financial decisions, the County agrees that the Town can change numbers, adding that elections have consequences. He said that at a minimum, the County Finance Committee is asking the Town Council to honor the decision made and appropriated by the previous Town Council.

Ms. Dickinson asked for background on how the EMS staff person hired by the County is paid for by the Town. Chair Weiss said he assumed that at the time the decision was made the Mayor and Chairman of the Board of Supervisors had talked with constituents about the community not meeting the EMS needs and the County not being able to afford to meet them. He said the Town pays for the lowest paid employee. Mr. Ash added that the Town pays for the second employee at Enders during day hours when volunteers are not available. He added that the County initially had one paid medic in place, but when more help was needed, it was agreed that the Town would help in order to reduce the time to get help out when calls came in.

Chair Weiss said the larger point is that this is what we do because we are one community, adding that in essence the Town and County are one governing body serving the needs of the residents. He added that as with all small towns, decisions were made to best serve the community.

Ms. Dickinson said the community is a rural area with EMS challenges similar to a lot of other areas. She said that EMS grew out of volunteers wanting to do more and are now services that people expect. She said that EMS is not treated as part of the infrastructure as are the sheriff's department or the public works department. She said she is struggling with the whole concept and that EMS needs the community's full support to function. Ms. Dickinson said that the population is changing with the baby boomers aging and EMS capacity is struggling.

Mr. Judge referenced the EMS budget saying EMS, with a budget of \$670,000, is treated like a department. He said the total fire and rescue budget is \$767,392 not including subsidies to volunteers or to Lord Fairfax EMS.

Mr. Judge said the professional operations expanded recently with fee for service starting and a full time director and billing assistant being hired. He said the number of part-time staff has expanded and full-time staff continues with five employees. He said paid staff has increased in order to meet the 24/7 coverage needed.

Chair Weiss said the reason for all of this is the Chief of Enders wrote to local officials of the staffing crisis. He reminded the members that 74% of all service calls are in Berryville.

Chair Gibson asked for the percentage of county residents residing in Berryville, and Mr. Ash responded that it was 30%.

Mr. Judge said that \$325,000 is estimated to come from fee for service. He said \$79,637 comes from the Town, and the County picks up the rest of the budget.

Ms. Dickinson asked if there are any other sources of funding. Chair Weiss said there were not. He added that through a thriving bingo operation, Boyce Volunteer Fire Company pays for their own full time staff.

Mr. Judge noted the County subsidies to each department are as follows: Blue Ridge, \$51,200; Boyce, \$51,900; and Enders, \$77,200. He added that with grants and liability insurance, the general contribution to all volunteers is \$140,485.

Chair Weiss said using the call numbers provided, the actual use by the Town amounts to \$252,986. He said the County is not asking for the Town's contribution to be that much, but said it is indicative of the costs. He said this meeting is an opportunity to look at the list of areas of cooperation between the Town and County.

Mr. Judge reviewed the list and provided the following highlights:

-EMT

He said the Town may have documentation about its contribution

-Communication center

He said 13% of calls are for the Town Police. Ms. Dickinson noted that the Town is not required to have a police department. Chair Weiss responded that the Town does have a police department and therefore communications have to be handled. Ms. Dickinson said she wanted the discussion to be in

the spirit of cooperation. Mr. Judge noted the mutual aid agreement between the Town and the Sheriffs' Department which the Sheriff thinks is very important.

-Central reception at the Government Center

He said staffing has varied.

-fiscal agency

Ms. Dickinson asked if there were an agreement regarding the fiscal agency. Mr. Ash said the agreement is contained in the overriding agreement on the building loan.

-library

He said the County consciously kept the library building in Town which benefits the Town.

-building official

Chair Weiss said he understands that the Town would provide its own building official once the Census reports a population over 3500, adding that when the 2020 census is done, that may be the case.

-economic development

He identified a number of items that benefit both the Town and County and noted the County pays for this department.

-swimming pool

Ms. Dickinson asked about the origin of the pool water agreement. Mr. Judge said that the Town may have records. Chair Weiss suggested talking with former Mayor Rick Sponseller. He said he understood the Town needed to bill for the water, but gave the County the money to pay for the water.

-tennis courts and bike path

He said the County assisted in locating the bike path to provide access to the tennis courts and pool.

-landfill and regional jail

He said the County continues to develop regional efforts lowering costs to all.

-Buckmarsh & Main

Mr. Ash explained there was a gas station at the current site of Mario's restaurant that was in disrepair and needed environmental remediation before it could be re-developed. He said the Town and County purchased the property, cleaned it up, and sold it to the current owner.

-Jack Enders Blvd. access to Business 7

Chair Weiss said the County is keeping the project in the 6-year plan with VDOT at the Town's request.

-Fire House Gallery

Mr. Judge said the County loaned the money to Berryville Main Street for this redevelopment effort.

-New High School

Chair Weiss stated that the County made a concerted effort to separate the construction of the new high school and the completion of Mosby Blvd. He said the projects involved relocating a Town water line and adding a booster building for fire flow, both funded by the County

+ + + + + + + + + +

Ms. Catlett said she appreciated the topic coming up and that she has learned a lot. She added that because both jurisdictions are small, it is important to work together.

Chair Weiss stated that the County had presented information in the spirit of cooperation and that sharing the load is appropriate. He asked the Mayor what her vision is.

Ms. Dickinson said that this is the beginning of the conversation. She said it is not about dividing the jurisdictions and the list presented shows the effort of cooperating.

Chair Gibson thanked the County Board members for their time in researching and educating the Town Council Budget and Finance Committee. She referenced Chair Weiss' earlier statement that "at a minimum" he wanted the Town to maintain its budgeted allocation to the County for EMS. She said she wished to look at the issue further, and added that the Town residents are County residents, but the Town has a higher concentration of people. She said she keeps that in mind as she looks at the subject.

Ms. Dickinson said it is fascinating how things come about.

Ms. Catlett said the people on the Board of Supervisors and Town Councils before now had good ideas and vision which is why the Town and County are still unique and small.

Chair Weiss returned to the issue of EMS saying with respect to singling out the EMS payment, it goes down the path of 'you pay for this, I pay for that.' He said the County wishes to move the system forward, and that both fee for service as well as other revenues are necessary. He continued saying only one third of new fee for service money is available to improve service, and any loss of revenue will mean a tax increase since it is currently a lean ship. Chair Weiss concluded saying these are big numbers, but that he can't stress enough that fee for service is not the answer.

Ms. Catlett noted that with fee for service, the County never receives all the fees that are billed since some residents don't have insurance. She said receiving 50 to 60% is average, and Clarke County receives about 80%. Chair Weiss noted that fees can be received only if someone is transported.

Chair Gibson said that she had once been transported, and her insurance company was billed twice for the same event. Mr. Ash said the County uses a billing service, and that perhaps a mistake was made.

Ms. Dickinson referenced being paid only when transport occurs and asked about alternatives to fee for service. She said geriatric EMS is a new industry. She said if EMS can't be funded with fee for service, she is open to stepping back and looking at options. She questioned whether EMS must respond if called.

Chair Weiss said that Mr. Arnold could speak to that, and that EMS will respond, they have to respond, and they want to do it right. He said in reference to nursing homes and similar facilities, the level of non-emergency calls to EMS (such as helping someone who has fallen out of bed) costs time and money.

He said the jurisdictions and the developers of these types of housing need to be aware of the increased strain they are placing on EMS.

Ms. Dickinson said that staff in assisted living facilities are also strained by the level of service required.

Chair Weiss asked the Town Council members to forward any questions that may arise, and said the Board will need an indication of Council's intent for the current year's funding soon.

Chair Gibson said her Committee will meet again October 25 and will have recommendations for the Town Council at the November meeting.

Chair Weiss reiterated that while there may be changes in the future, it is appropriate for the current Town Council to honor the decisions made by the previous Council.

3. Adjourn

There being no further business, the meeting was adjourned at 11:12 a.m.

DRAFT

MINUTES

MINUTES
BERRYVILLE TOWN COUNCIL
BUDGET AND FINANCE COMMITTEE
Berryville-Clarke County Government Center
Regular Meeting
October 25, 2016
10:30 a.m.

Committee members: Present- Erecka Gibson, Chair; Patricia Dickinson
Staff: Keith Dalton, Town Manager; Desiree Moreland, Treasurer/Assistant Town Manager-Finance and Administration; Dave Tyrrell, Director of Utilities
Others: Allan McWilliams; Marilyn Pierce
Press: Cathy Kuehner, Winchester Star

1. Call to Order

Chair Gibson called the meeting to order at 10:30 a.m.

2. Discussion – Mapping of Internal Controls

Ms. Moreland stated that a draft RFP had been developed but had not been fully reviewed. Mr. Dalton stated that given the changes he wishes to make regarding the Police Administrative position, he would like to make sure that the job description had been changed prior to the mapping. He said that new Police Administrative Assistant job description would be ready within two weeks. He added that the draft RFP would also be ready within the same time frame of two weeks.

Mr. Dalton noted that the work load for the Town Clerk has increased significantly in the past few months. Additional and longer meetings have increased the time the Clerk spends on minutes and the number of FOIA requests have increased greatly. He noted that when he spoke to Ms. Dickinson about this that she stated that the Town might have to look at hiring a position to deal with FOIA matters. Ms. Gibson stated that she hoped things would calm soon and that no additional staff would be needed. Ms. Dickinson stated that we might need to look at temporary assistance to address the need. Mr. Dalton said that staff would examine whether contracting with someone to take minutes might be feasible.

Ms. Gibson stated that she wants to have a discussion with the entire Town Council regarding moving the RFP forward, including project funding. She noted that she would like to have this matter before the Town Council at its meeting on November 8. Ms. Dickinson added that the scope needs to be reviewed. Ms. Gibson stated that the funding source will likely be General Fund Contingencies. Ms. Moreland noted that, if approved, she would recommend that the payment in question be paid out of the Audit Services line item but that the funds would come from General Fund Contingencies.

3. Discussion – Tree Decorating Budget

Ms. Gibson explained that there is a request to increase the funds for tree decoration this holiday season. Ms. Dickinson explained some of Mrs. McDonald's reasons for wanting the increase. Ms. Moreland stated that the number of lights that the electrical system in place will support may be at its

limit. Mr. Dalton stated that he believed that this would not be an issue unless the increase was much larger than what he thought was being discussed because the Town was now using LED lights. Ms. Dickinson stated that she supports the improvement of the tree decoration because the park is the focal point of the Town's holiday celebration and that a good looking park helps business. Ms. Gibson stated that it may be a good idea but it is not budgeted. She stated that she would be much more comfortable if this discussion occurred during budget deliberations so all proposed expenses can be examined and prioritized. The committee agreed to not recommend the additional expense this year and examine the matter as a part of next year's budget.

4. Discussion – Town Contributions to Clarke County

M. Gibson asked Ms. Dickinson for her thoughts on this matter. Ms. Dickinson stated that the committee had a good meeting with the County. She stated that the Town has spent over \$1,000,000 on this matter since fiscal 1994. She stated that this is a County function and that the tax payers of the Town are paying more than their fair share. She said as such the current situation is not equitable and that she can find no justification for the Town's expenditure. Ms. Gibson stated that she agrees that this is a County responsibility. She also stated that the need for funding is real. She further stated that the County had passed their budget based on the expected Town contribution. Ms. Gibson concluded that the budgeted payment should be made and that this matter should be discussed as a part of next year's budget. Ms. Dickinson stated that the Town Council knew this was wrong but approved these expenditures because it was easy. She also stated that the County can address this reduction in funding.

Mr. Dalton stated that the Town Council funded the EMS position because units were not getting out to cover calls during the day. The Town Council partnered with the County to help provide coverage. He stated that he understood that the Town Council made the decision to make sure the residents of Town had EMS coverage during the day. He added that he did not think that the Town Council funded the position because it was easy but did so because they thought they needed to assist in this vital service. Mr. Dalton stated that the level of cooperation between the Town and the County has been great. He stated that when the Town and County cooperate, everyone wins but the Town taxpayers benefit the most. If the Town and County cease to work together at a high level, it is the Town taxpayers who will carry a heavier burden.

Ms. Dickinson agreed that cooperation was good but that this expenditure was not equitable. She noted that the Town taxpayers had spent \$1,000,000 on this line item since 1994.

Ms. Gibson stated that the need exists and must be paid for. She stated the Town should make the contribution as budgeted in the approved budget.

Ms. Dickinson stated she would support Ms. Gibson making the motion individually and not from the Committee.

5. Other

There was a discussion about the reports the Treasurer provides to the Town Council. Ms. Dickinson stated that she required additional information about variances in quarterly reports. She noted that there were several line items with significant variances and that there was no explanation provided by the Treasurer. She also noted that any item coded to Miscellaneous must contain an explanation. Ms. Gibson stated that she had spoken to the Treasurer and that any significant variance would be explained

by a note. Ms. Dickinson stated that any significant variance, as a percentage of the line item, needs to be explained. Ms. Gibson noted that certain expenditures occur all at one time and that can cause a significant variance. She also noted that small amounts of variance, even though significant as a percentage variance for that line item, need not be explained in every instance.

Ms. Gibson stated that the Budget and Finance Committee needs to develop guidance in this matter and forward a recommendation on the matter to the Town Council. The Committee agreed that Ms. Gibson would draft guidelines to be used in variance reporting.

6. Adjourn

The committee adjourned at 11:35 a.m.

Mr. Allan McWilliams asked if he could address the committee. Ms. Gibson stated that he could. Mr. McWilliams stated that the Council needed to use common sense when it came to variances in the budget because of the timing of both expenditures and expenses. Ms. Dickinson stated that the Town Council needs to know why the variances occur. Mr. McWilliams stated that the Town Council should know this information from review of the expenses.

Ms. Marilyn Pierce stated that she is a CPA and that footnotes are used when expenditures are significantly out of line and will cause a short fall in the budget but that noting every variance is not necessary.

Ms. Gibson noted that guidance that will be provided will call only for explanations for extraordinary expenditures that will push us out of budget.

Mrs. Pierce agreed with Ms. Gibson.

Ms. Dickinson stated that is what she wants.

The discussion ended at 11:41 a.m.

DRAFT

MINUTES

Attachment 6

Withholding of Expenditure of items budgeted in the Fiscal Year 2017 Town of Berryville Budget pending further review

8 November 2016 Report

Since the 12 July meeting, when the Town Council voted to withhold the Emergency Medical Services (\$50,000) and the CC Parks and Recreation (\$5,000) contributions pending further review, the Town Council's Budget and Finance Committee has met with Clarke County Officials to discuss this matter. Further, the Committee met on 25 October and deliberated on the matter. No agreement was reached in the two-member committee regarding the release of funds but Chair Gibson has asked that a motion releasing the funds to distribution be placed on the November meeting agenda.

Please find attached a letter received on 4 November from Clarke County Board of Supervisors Chairman David Weiss and a motion releasing the budgeted funds for distribution to the County of Clarke.

12 July 2016 Report

This matter has been placed on the Town Council agenda in accordance with Mayor's Memorandum M16-003 (attached). In accordance with the above-referenced memorandum, the Town Council has before it three motions for consideration. Those motions are:

- 1) To withhold the following expenditures from the Fiscal Year 2017 Budget pending review by the Budget and Finance Committee:
 - Compensation increases for exempt employees
 - VDOT Street Maintenance Equipment Purchase (\$125,500)
 - Public Works Improvements (\$62,250)
 - Purchase of Police Cruiser (\$43,350)
- 2) To withhold the following expenditures from the Fiscal Year 2017 Budget pending review by the Budget and Finance Committee:
 - Emergency Medical Services (\$50,000)
 - CC Parks and Recreation (\$5,000)
- 3) To contract with a qualified account firm to map town accounting systems and internal controls with the cost of the work not to exceed \$25,000.

Staff Comments

Budget Amendment

Depending on what changes the Town Council ultimately desires to make to the approved budget it may be necessary to hold a public hearing on the budget amendment.

Compensation Increase for Exempt Employees

These funds were included in the approved budget and the funds appropriated; therefore, staff requests clear direction regarding how to move forward in this regard. It is also important to note that the payroll for these four employees will be processed on 13 July.

VDOT Street Maintenance and Public Works Improvements

The Equipment Purchase Line item under the category of VDOT Street Maintenance provides for purchase of the following equipment:

| | VDOT FUNDS | Town Funds |
|------------|------------|------------|
| Dump Truck | 115,000 | 0 |

| | | |
|-------------------------|-------|--------|
| 8' Plow for 2016 Truck | 6,000 | 0 |
| Dump Bed for 2009 F 350 | 4,500 | 4,500* |

* See PW Ton Dump Bed line item under Capital Outlay category

The new dump truck would replace the 1999 GMC 7500 which has significant rust on the frame and undercarriage. Parts for the truck are becoming difficult to acquire. This truck is used for snow removal and hauling of materials.

The 8' plow would be installed on the 2016 truck that is primarily driven by the Public Works Director. This plow would be used for plowing snow.

The dump bed would be installed on a 2009 F350. The existing dump bed has extensive rust damage. This truck is used for plowing snow and hauling materials.

The Public Works Improvements line item under the category of VDOT Street Maintenance provides for the following expenditure to construct a 120' x 40' building at the Public Works Facility on Tom Whitacre Circle:

| | VDOT FUNDS | Town Funds |
|---------------------------|------------|------------|
| Public Works Improvements | 62,250 | 24,750** |

** See Public Works Improvements line item under Capital Outlay category

The building would be used to provide cover for equipment and materials.

Staff notes that delay in purchasing the dump truck may result in the truck (if ultimately purchased) arriving after the beginning of the snow removal season. Likewise delays in the construction of the building at the Public Works Facility could result in an additional delay should this year's construction season be missed.

Staff requests that the Streets and Utilities Committee also review this matter in order to contemplate how it will advise the Town Council regarding projects on which it will expend \$187,750 in VDOT funds should these line items be eliminated. It will of course also be necessary to address whether the \$29,250 in local funds will be spent.

Police Cruiser

The Police Cruiser line item under the Capital Outlay category provides for an expenditure of \$43,530 for the purchase of a new police cruiser and related accessories. Attached is a report on the status of the Berryville Police Department Fleet.

The new cruiser would replace a 2010 Crown Victoria Police Interceptor.

Payment to County

These funds were included in the approved budget and the funds appropriated; therefore, staff requests clear direction regarding how to move forward in this regard. It is important to note that generally these payments are made to the County immediately following the beginning of the calendar year.

Accounting Systems and Internal Controls Mapping

Once this matter is approved by the Town Council, staff will work with the Budget and Finance Committee to issue a Request for Proposals for this service.

Clarke County Board of Supervisors



Berryville Voting District
Mary L.C. Daniel
(540) 955-1971

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Russell Voting District
Barbara J. Byrd
(540) 955-1215

County Administrator
David L. Ash
(540) 955-5175

November 4, 2016

Berryville Town Council
101 Chalmers Court Suite A
Berryville, Virginia 22611

Attention: Council Members

Re: Town Funding of Fire, Rescue and Emergency Medical Services

I recently received an email from Mayor Dickenson notifying me that, contrary to the Winchester Star's report, the Town of Berryville's Budget and Finance Committee had not agreed upon a recommendation to the Berryville Town Council regarding its commitment to provide funding for emergency medical services for town citizens.

Knowing that this matter will be before you without recommendation from the committee, I am personally appealing to each member of council to act to honor the Town of Berryville's fiscal year 2017 commitment to provide funding to support Fire, Rescue, and Emergency Medical Services in Berryville and Clarke County.

At the Joint Committee meeting held on October 13, 2016, the County provided documentation that the residents of Berryville consume rescue services and emergency medical treatment and transportation far in excess of the proportion of total population. We also provided a long list of cooperative, shared, and complementary actions and programs that demonstrate a longstanding relationship between the Board of Supervisors and the Town Council that continue to benefit the public in many, many ways.

Based upon this long and successful history of mutually beneficial cooperation, I also encourage the Town Council to continue to work with the Board of Supervisors to fund and partner in activities that promote the public health and safety of our community.

Like so many other responsibilities that we have met in the past, I believe that both the Town and the County can partner, each to meet our responsibility, and

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to better serve our citizens. I encourage the town to continue along the path of mutual cooperation that has served us so well.

Sincerely,



David S. Weiss, Chair

CC: Ann Philips, Clerk Berryville Town Council ✓
Keith Dalton, Manager Town of Berryville
Desi Moreland, Treasurer Town of Berryville
Clarke County Board of Supervisors
David Ash, County Administrator

BERRYVILLE TOWN COUNCIL

MOTION TO RELEASE HOLD ON BUDGETED FUNDS

Date: November 8, 2016

Motion By:

Second By:

I move that the Council of the Town of Berryville release the hold that was placed on the following line items in the Fiscal Year 2017 Budget:

Rescue Services

100-4032300-5699 Professional Services EMT \$ 50,000

Parks and Recreation

100-4071310-5699CC Parks and Recreation: \$ 5,000

and that the Treasurer is authorized to distribute these funds in accordance with her distribution schedule.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

Attachment 7

FINANCE AND ADMINISTRATION STAFF REPORT

TO: TOWN COUNCIL
FROM: DESIREE MORELAND, TREASURER
SUBJECT: MONTHLY REPORTS
DATE: 11/3/2016
CC: KEITH DALTON, TOWN MANAGER

A/P Check Listing

Checks issued in October 2016.

Bank of America/GL Cash Disbursement Entries

September 2016 P-Card Purchases that were paid on October 25, 2016.

A/P Check Listing

Vendor Range - 1105 MEDIA EVENTS' - 'ZION BAPTIST CHURCH

Date From - 10/1/2016 Date To - 10/31/2016

Town of Berryville
11/03/2016 09:36 AM

Page: 1 of 3

| Check Number | Bank | Vendor | Date | Amount |
|--------------|------|----------------------------------------|------------|-------------|
| 3719 | 1 | H. Allen Kitselman | 10/05/2016 | \$325.00 |
| 3720 | 1 | Douglas A. Shaffer | 10/05/2016 | \$75.00 |
| 3721 | 1 | David L. Tollett | 10/05/2016 | \$250.00 |
| 3722 | 1 | Gwen Malone | 10/05/2016 | \$40.00 |
| 3723 | 1 | ZENON ENVIRONMENTAL CORPORATION | 10/05/2016 | \$3,995.00 |
| 3724 | 1 | Debra Zimmerman | 10/05/2016 | \$40.00 |
| 3725 | 1 | Rappahannock Electric Cooperative | 10/05/2016 | \$5,178.90 |
| 3726 | 1 | Kim S. Kemp | 10/05/2016 | \$40.00 |
| 3727 | 1 | Sheryl Reid | 10/05/2016 | \$40.00 |
| 3728 | 1 | Dale A. Barton | 10/05/2016 | \$40.00 |
| 3729 | 1 | Michelle K. Marino | 10/05/2016 | \$40.00 |
| 3730 | 1 | Sturgis Web Services | 10/05/2016 | \$180.00 |
| 3731 | 1 | Hall, Monahan, Engle, Mahan & Mitchell | 10/05/2016 | \$1,077.50 |
| 3732 | 1 | The Winchester Star | 10/05/2016 | \$843.70 |
| 3733 | 1 | Krishan Mathur | 10/05/2016 | \$40.00 |
| 3734 | 1 | Bureau for Child Support Enforcement | 10/05/2016 | \$180.00 |
| 3735 | 1 | Bureau for Child Support Enforcement | 10/05/2016 | \$875.00 |
| 3736 | 1 | Berryville Main Street | 10/05/2016 | \$4,500.00 |
| 3737 | 1 | Brecka Gibson | 10/05/2016 | \$250.00 |
| 3738 | 1 | Donna McDonald | 10/05/2016 | \$250.00 |
| 3739 | 1 | Patricia Dickinson | 10/05/2016 | \$300.00 |
| 3740 | 1 | Commercial Press | 10/05/2016 | \$341.25 |
| 3741 | 1 | Keith Dalton | 10/05/2016 | \$50.00 |
| 3742 | 1 | Jay Arnold | 10/05/2016 | \$275.00 |
| 3743 | 1 | USPS | 10/19/2016 | \$580.82 |
| 3744 | 1 | Ann W. Phillips | 10/19/2016 | \$10.18 |
| 3745 | 1 | Rappahannock Electric Cooperative | 10/19/2016 | \$4,510.32 |
| 3746 | 1 | VUPS | 10/19/2016 | \$81.90 |
| 3747 | 1 | GRADE A PAVING | 10/19/2016 | \$15,400.00 |
| 3748 | 1 | Lincoln Financial Group | 10/19/2016 | \$709.17 |

A/P Check Listing

Vendor Range - 1105 MEDIA EVENTS' - 'ZION BAPTIST CHURCH

Date From - 10/1/2016 Date To - 10/31/2016

Town of Berryville
11/03/2016 09:36 AM

Page: 2 of 3

| Check Number | Bank | Vendor | Date | Amount |
|--------------|------|---------------------------------------|------------|------------|
| 3749 | 1 | Meyercord Revenue | 10/19/2016 | \$2,970.00 |
| 3750 | 1 | Centric | 10/19/2016 | \$701.70 |
| 3751 | 1 | Treasurer of Frederick County | 10/19/2016 | \$3,954.60 |
| 3752 | 1 | Bureau for Child Support Enforcement | 10/19/2016 | \$875.00 |
| 3753 | 1 | Fire Protection Company | 10/19/2016 | \$459.00 |
| 3754 | 1 | Anderson's Nursery | 10/19/2016 | \$825.00 |
| 3755 | 1 | Virasec, LLC | 10/19/2016 | \$2,315.66 |
| 3756 | 1 | Desiree Moreland | 10/19/2016 | \$36.72 |
| 3757 | 1 | XPO Logistics Freight, Inc. | 10/19/2016 | \$103.77 |
| 3758 | 1 | Commercial Press | 10/19/2016 | \$55.60 |
| 3759 | 1 | Nationwide Retirement Solutions | 10/19/2016 | \$830.00 |
| 3760 | 1 | Berryville Farm Supply | 10/19/2016 | \$145.74 |
| 3761 | 1 | MATTHEW J HUPP | 10/19/2016 | \$21.80 |
| 3762 | 1 | MARY CAROL IVIE | 10/19/2016 | \$78.00 |
| 3763 | 1 | ERIN & NICOLE TAYLOR & MARIE LEVINSON | 10/19/2016 | \$179.60 |
| 3764 | 1 | H. Allen Kitselman | 10/21/2016 | \$40.00 |
| 3765 | 1 | Waren Dilandro | 10/21/2016 | \$40.00 |
| 3766 | 1 | Delhaize America Distribution | 10/21/2016 | \$149.40 |
| 3767 | 1 | Matthew Bass | 10/21/2016 | \$40.00 |
| 3768 | 1 | Treasurer of Virginia - DEQ | 10/21/2016 | \$600.00 |
| 3769 | 1 | KEARA JO ROGERS | 10/21/2016 | \$199.60 |
| 3770 | 1 | SCOTT BROOKS | 10/21/2016 | \$2.20 |
| 3771 | 1 | USPS | 10/26/2016 | \$734.50 |
| 3772 | 1 | Douglas A. Shaffer | 10/26/2016 | \$40.00 |
| 3773 | 1 | Gwen Malone | 10/26/2016 | \$40.00 |
| 3774 | 1 | Debra Zimmerman | 10/26/2016 | \$40.00 |
| 3775 | 1 | Rappahannock Electric Cooperative | 10/26/2016 | \$8,391.61 |
| 3776 | 1 | Kim S. Kemp | 10/26/2016 | \$40.00 |
| 3777 | 1 | Sheryl Reid | 10/26/2016 | \$40.00 |
| 3778 | 1 | Dale A. Barton | 10/26/2016 | \$40.00 |

A/P Check Listing

Vendor Range - 1105 MEDIA EVENTS' - 'ZION BAPTIST CHURCH

Date From - 10/1/2016 Date To - 10/31/2016

Town of Berryville
11/03/2016 09:36 AM

Page: 3 of 3

| Check Number | Bank | Vendor | Date | Amount |
|--------------|-------------------|-----------------------------------|------------|-------------|
| 3779 | 1 | PENNONI ASSOCIATES INC | 10/26/2016 | \$450.00 |
| 3780 | 1 | Michelle K. Marino | 10/26/2016 | \$40.00 |
| 3781 | 1 | Centric | 10/26/2016 | \$258.00 |
| 3782 | 1 | William Steinmetz | 10/26/2016 | \$40.00 |
| 3783 | 1 | Krishan Mathur | 10/26/2016 | \$40.00 |
| 3784 | 1 | Tamara Smoot | 10/26/2016 | \$20.00 |
| 3785 | 1 | Dave Tyrrell | 10/26/2016 | \$243.00 |
| 3786 | 1 | OCC Health Service Winchester | 10/26/2016 | \$73.00 |
| 3787 | 1 | KEITH F TONDRICK | 10/26/2016 | \$205.00 |
| 3788 | 1 | GAVER NICHOLS | 10/26/2016 | \$4.60 |
| 3789 | 1 | CIVICPLUS | 10/31/2016 | \$4,829.47 |
| 3790 | 1 | Rappahannock Electric Cooperative | 10/31/2016 | \$4,700.77 |
| 3791 | 1 | Minnesota Life Insurance Co. | 10/31/2016 | \$125.04 |
| 3792 | 1 | Nationwide Retirement Solutions | 10/31/2016 | \$830.00 |
| 74 | Checks Totaling - | | | \$76,367.12 |

Totals By Fund

| Fund | Checks | Voids | Total |
|---------|-------------|-------|-------------|
| 100 | \$47,331.59 | | \$47,331.59 |
| 501 | \$11,177.36 | | \$11,177.36 |
| 502 | \$17,858.17 | | \$17,858.17 |
| Totals: | \$76,367.12 | | \$76,367.12 |

BERRYVILLE TOWN OF
DESIRÉE MORELAND
XXXX-XXXX-XXXX-7237

Purchasing Card

September 01, 2016 - September 30, 2016

Company Statement

| Account Information | Payment Information | Account Summary |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mail Billing Inquiries to:
BANKCARD CENTER
PO BOX 982238
EL PASO, TX 79998-2238

Customer Service:
1.888.449.2273 24 Hours

TTY Hearing Impaired:
1.800.222.7365 24 Hours

Outside the U.S.:
1.509.353.6656 24 Hours

For Lost or Stolen Card:
1.888.449.2273 24 Hours | Statement Date 09/30/16
Payment Due Date 10/25/16
Days in Billing Cycle 30
Credit Limit \$500,000
Cash Limit \$0
Total Payment Due \$74,256.54 | Previous Balance \$71,973.32
Payments -\$71,973.32
Credits -\$5.00
Cash \$0.00
Purchases \$74,261.54
Other Debits \$0.00
Overlimit Fee \$0.00
Late Payment Fee \$0.00
Cash Fees \$0.00
Other Fees \$0.00
Finance Charge \$0.00
Current Balance \$74,256.54 |

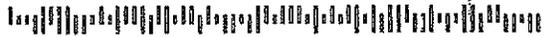
Important Messages

Please do not send payment. Your automatic payment is scheduled to be credited to this account on 10/25/16.

Cardholder/Chain Summary

| Account Number | Credits | Cash | Purchases and Other Debits | Total Activity |
|-----------------------------------------------------|---------|------|----------------------------|----------------|
| BOOR, RICK
XXXX-XXXX-XXXX-1273
15,000 | 0.00 | 0.00 | 4,315.70 | 4,315.70 |
| BOOTH, KEVIN
XXXX-XXXX-XXXX-4654
1,000 | 0.00 | 0.00 | 2.62 | 2.62 |

7197332 7425654 7425654 4715291201837237



BANK OF AMERICA
PO BOX 15731
WILMINGTON, DE 19886-5731



BERRYVILLE TOWN OF
DESIRÉE MORELAND
STE A
101 CHALMERS CT
BERRYVILLE, VA 22611-1387

**N0020183

Account Number: XXXX-XXXX-XXXX-7237
September 01, 2016 - September 30, 2016

Total Payment Due \$74,256.54
Payment Due Date 10/25/16

Enter payment amount

\$



Check here for a change of mailing address or phone numbers.
Please provide all corrections on the reverse side.

Mail this coupon along with your check payable to:
BANK OF AMERICA

05499900 1 100005 1 20 1837237 10

GL Cash Disbursement Entries

Town of Berryville
 11/3/2016 10:36:21 AM
 Batch: 4169

Page 1 Of 13
 Operator: 4

| Description: | Date | Reference | Bank | Cash Receipt Amount | |
|-----------------------------------------------|------------|-----------|------|-----------------------------|----------|
| | | | | Debit | Credit |
| AMAZON | 10/25/2016 | 09/16 | 1 | \$466.50 | |
| Account Distributions: | | | | | |
| ****Vendor: 1988 Amazon.com | | | | | |
| 100-1140000-0000 B/C OPR | | | | | \$161.62 |
| 100-4012530-3400 WEB SITE | | CC | | \$0.56 | |
| 100-4031100-6011 UNIFORMS | | CC | | \$161.06 | |
| 502-1140000-0000 B/C OPR | | | | | \$304.88 |
| 502-4012222-3310 REPAIR & MAINTENANCE | | CC | | \$102.94 | |
| 502-4012222-5810 DUES | | CC | | \$99.00 | |
| 502-4012224-3310 EQUIPMENT MAINTENANCE | | CC | | \$102.94 | |
| Check: 102516 | | | | Total Distributed: \$466.50 | \$466.50 |
| BERRYVILLE AUTO PARTS | 10/25/2016 | 09/16 | 1 | \$308.29 | |
| Account Distributions: | | | | | |
| ****Vendor: 39 Berryville Auto Parts | | | | | |
| 100-1140000-0000 B/C OPR | | | | | \$308.29 |
| 100-4031100-3310 REPAIR & MAINTENANCE | | CC | | \$209.09 | |
| 100-4031100-5210 POSTAGE | | CC | | \$13.85 | |
| 100-4041100-3310 VEHICLE REP & MAINTENANCE | | CC | | \$7.00 | |
| 100-4041200-6007 MATERIALS & SUPPLIES | | CC | | \$30.39 | |
| 100-4041340-6007 MATERIALS & SUPPLIES | | CC | | \$47.96 | |
| Check: 102516 | | | | Total Distributed: \$308.29 | \$308.29 |
| BERRYVILLE TRUE VALUE | 10/25/2016 | 09/16 | 1 | \$241.72 | |
| Account Distributions: | | | | | |
| ****Vendor: 45 Berryville True Value Hardware | | | | | |
| 100-1140000-0000 B/C OPR | | | | | \$54.20 |
| 100-4041200-6007 MATERIALS & SUPPLIES | | CC | | \$54.20 | |
| 501-1140000-0000 B/C OPR | | | | | \$124.65 |
| 501-4012222-3310 REPAIR & MAINTENANCE | | CC | | \$31.32 | |
| 501-4012222-6014 TOOLS | | CC | | \$20.57 | |
| 501-4012224-6007 MATERIALS & SUPPLIES | | CC | | \$72.76 | |
| 502-1140000-0000 B/C OPR | | | | | \$62.87 |

GL Cash Disbursement Entries

Town of Berryville

11/3/2016 10:36:21 AM

Page 2 Of 13

502-4012222-3310 REPAIR & MAINTENANCE

CC

\$62.87

Check: 102516

Total Distributed:

\$241.72

\$241.72

| | | | | |
|--------------------------|------------|-------|---|---------|
| BIG DADDY AUTOMOTIVE LLC | 10/25/2016 | 09/16 | 1 | \$83.00 |
|--------------------------|------------|-------|---|---------|

Account Distributions:

Debit

Credit

****Vendor: 164 Big Daddy Automotive

100-1140000-0000 B/C OPR

Cash Credit Entry

\$83.00

100-4041100-3310 VEHICLE REP &
MAINTENANCE

CC

\$32.00

100-4041200-3310 EQUIPMENT
MAINTENANCE

CC

\$51.00

Check: 102516

Total Distributed:

\$83.00

\$83.00

| | | | | |
|-------------------------|------------|-------|---|----------|
| BROY & SON PUMP SERVICE | 10/25/2016 | 09/16 | 1 | \$708.90 |
|-------------------------|------------|-------|---|----------|

Account Distributions:

Debit

Credit

****Vendor: 95 Broy & Son Pump Service, Inc

502-1140000-0000 B/C OPR

Cash Credit Entry

\$708.90

502-4012222-3310 REPAIR & MAINTENANCE

CC

\$708.90

Check: 102516

Total Distributed:

\$708.90

\$708.90

| | | | | |
|--------------------------|------------|-------|---|---------|
| CENTRIC BUSINESS SYSTEMS | 10/25/2016 | 09/16 | 1 | \$60.00 |
|--------------------------|------------|-------|---|---------|

Account Distributions:

Debit

Credit

****Vendor: 2397 Centric

502-1140000-0000 B/C OPR

Cash Credit Entry

\$60.00

502-4012222-3145 PROFESSIONAL SERVICES

CC

\$60.00

Check: 102516

Total Distributed:

\$60.00

\$60.00

| | | | | |
|---------|------------|-------|---|---------|
| COMCAST | 10/25/2016 | 09/16 | 1 | \$74.90 |
|---------|------------|-------|---|---------|

Account Distributions:

Debit

Credit

****Vendor: 91 Comcast

100-1140000-0000 B/C OPR

Cash Credit Entry

\$74.90

100-4012530-5230 TELECOMMUNICATIONS

CC

\$74.90

Check: 102516

Total Distributed:

\$74.90

\$74.90

| | | | | |
|---------------------------|------------|-------|---|----------|
| CONTROL EQUIPMENT COMPANY | 10/25/2016 | 09/16 | 1 | \$385.09 |
|---------------------------|------------|-------|---|----------|

Account Distributions:

Debit

Credit

****Vendor: 576 Control Equipment Co

501-1140000-0000 B/C OPR

Cash Credit Entry

\$385.09

501-4012222-6025 CHEMICALS

CC

\$385.09

Check: 102516

Total Distributed:

\$385.09

\$385.09

GL Cash Disbursement Entries

Town of Berryville

11/3/2016 10:36:21 AM

Page 3 Of 13

| | | | | |
|----------------------|------------|-------|---|----------|
| COUNTRY INN & SUITES | 10/25/2016 | 09/16 | 1 | \$168.75 |
|----------------------|------------|-------|---|----------|

Account Distributions: Debit Credit

****Vendor: 3008 COUNTRY INN & SUITES

| | | | | |
|---------------------------|--------------------|--|--|--------------------------------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | | \$168.75 |
| 100-4031100-5540 TRAINING | CC | | | \$168.75 |
| Check: 102516 | Total Distributed: | | | \$168.75 \$168.75 |

| | | | | |
|----------------|------------|-------|---|-------------|
| COYNE CHEMICAL | 10/25/2016 | 09/16 | 1 | \$20,546.54 |
|----------------|------------|-------|---|-------------|

Account Distributions: Debit Credit

****Vendor: 53 Coyne Chemical

| | | | | |
|----------------------------|--------------------|--|--|--------------------------------------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | | \$2,133.01 |
| 501-4012222-6025 CHEMICALS | CC | | | \$2,133.01 |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | | \$18,413.53 |
| 502-4012222-6025 CHEMICALS | CC | | | \$18,413.53 |
| Check: 102516 | Total Distributed: | | | \$20,546.54 \$20,546.54 |

| | | | | |
|------------------|------------|-------|---|----------|
| CUMMINS ATLANTIC | 10/25/2016 | 09/16 | 1 | \$535.00 |
|------------------|------------|-------|---|----------|

Account Distributions: Debit Credit

****Vendor: 2320 CUMMINS ATLANTIC

| | | | | |
|---------------------------------------|--------------------|--|--|--------------------------------|
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | | \$535.00 |
| 502-4012222-3310 REPAIR & MAINTENANCE | CC | | | \$535.00 |
| Check: 102516 | Total Distributed: | | | \$535.00 \$535.00 |

| | | | | |
|----------------------------|------------|-------|---|----------|
| DEPT OF PROFESSIONAL OCCU. | 10/25/2016 | 09/16 | 1 | \$100.00 |
|----------------------------|------------|-------|---|----------|

Account Distributions: Debit Credit

****Vendor: 739 DEPT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION

| | | | | |
|-------------------------------------|--------------------|--|--|--------------------------------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | | \$100.00 |
| 501-4012222-2830 CERTIFICATION FEES | CC | | | \$100.00 |
| Check: 102516 | Total Distributed: | | | \$100.00 \$100.00 |

| | | | | |
|-----|------------|-------|---|----------|
| DMV | 10/25/2016 | 09/16 | 1 | \$405.00 |
|-----|------------|-------|---|----------|

Account Distributions: Debit Credit

****Vendor: 1438 DMV

| | | | | |
|-----------------------------------------------|--------------------|--|--|--------------------------------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | | \$405.00 |
| 100-3410201-0000 MISCELLANEOUS
REVENUES | CC | | | \$400.00 |
| 100-4041100-3310 VEHICLE REP &
MAINTENANCE | CC | | | \$5.00 |
| Check: 102516 | Total Distributed: | | | \$405.00 \$405.00 |

[REDACTED]

GL Cash Disbursement Entries

Town of Berryville

11/3/2016 10:36:21 AM

Page 4 Of 13

| | | | | |
|----------------------|------------|-------|---|----------|
| DOT GOV REGISTRATION | 10/25/2016 | 09/16 | 1 | \$125.00 |
|----------------------|------------|-------|---|----------|

Account Distributions: Debit Credit

****Vendor: 2083 DOTGOV REGISTRATION

| | | | | |
|----------------------------------|--------------------|--|--|----------------------------------------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | | \$125.00 |
| 100-4012530-6001 OFFICE SUPPLIES | CC | | | \$125.00 |
| Check: 102516 | Total Distributed: | | | \$125.00 \$125.00 |

| | | | | |
|-------|------------|-------|---|--------|
| EXXON | 10/25/2016 | 09/16 | 1 | \$2.62 |
|-------|------------|-------|---|--------|

Account Distributions: Debit Credit

****Vendor: 2137 EXXON MOBILE

| | | | | |
|---------------------------------------|--------------------|--|--|------------------------------------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | | \$2.62 |
| 501-4012224-6007 MATERIALS & SUPPLIES | CC | | | \$2.62 |
| Check: 102516 | Total Distributed: | | | \$2.62 \$2.62 |

| | | | | |
|-----------------------|------------|-------|---|---------|
| FESTIVAL DRY CLEANERS | 10/25/2016 | 09/16 | 1 | \$35.00 |
|-----------------------|------------|-------|---|---------|

Account Distributions: Debit Credit

****Vendor: 1997 Festival Cleaners

| | | | | |
|---------------------------|--------------------|--|--|--------------------------------------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | | \$35.00 |
| 100-4031100-6011 UNIFORMS | CC | | | \$35.00 |
| Check: 102516 | Total Distributed: | | | \$35.00 \$35.00 |

| | | | | |
|-------------------|------------|-------|---|----------|
| FISHER AUTO PARTS | 10/25/2016 | 09/16 | 1 | \$226.72 |
|-------------------|------------|-------|---|----------|

Account Distributions: Debit Credit

****Vendor: 46 Fisher Auto Parts

| | | | | |
|----------------------------------------|--------------------|--|--|----------------------------------------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | | \$226.72 |
| 100-4041200-3310 EQUIPMENT MAINTENANCE | CC | | | \$226.72 |
| Check: 102516 | Total Distributed: | | | \$226.72 \$226.72 |

| | | | | |
|-----------|------------|-------|---|---------|
| FOOD LION | 10/25/2016 | 09/16 | 1 | \$52.00 |
|-----------|------------|-------|---|---------|

Account Distributions: Debit Credit

****Vendor: 2029 Food Lion # 1164

| | | | | |
|--------------------------------------|--------------------|--|--|--------------------------------------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | | \$4.90 |
| 501-4012222-6004 LAB SUPPLIES | CC | | | \$4.90 |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | | \$47.10 |
| 502-4012222-6005 JANITORIAL SUPPLIES | CC | | | \$47.10 |
| Check: 102516 | Total Distributed: | | | \$52.00 \$52.00 |

| | | | | |
|-------------|------------|-------|---|---------|
| FOX'S PIZZA | 10/25/2016 | 09/16 | 1 | \$73.00 |
|-------------|------------|-------|---|---------|

Account Distributions: Debit Credit



GL Cash Disbursement Entries

Town of Berryville

11/3/2016 10:36:21 AM

Page 5 Of 13

****Vendor: 2017 Fox's Pizza

| | | | |
|--------------------------------------|--------------------|--|----------------------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$73.00 |
| 501-4094200-8361 WATER LINE UPGRADES | CC | | \$73.00 |
| Check: 102516 | Total Distributed: | | \$73.00 \$73.00 |

| | | | | |
|------------------------|------------|-------|---|-------------------|
| GRAND RENTAL STATION | 10/25/2016 | 09/16 | 1 | \$14.08 |
| Account Distributions: | | | | Debit Credit |

****Vendor: 101 Grand Rental Station

| | | | |
|--------------------------------------------|--------------------|--|----------------------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$14.08 |
| 501-4012224-3330 LINE REPAIR & MAINTENANCE | CC | | \$14.08 |
| Check: 102516 | Total Distributed: | | \$14.08 \$14.08 |

| | | | | |
|------------------------|------------|-------|---|-------------------|
| GRIFFITH ENERGY SVC | 10/25/2016 | 09/16 | 1 | \$1,185.20 |
| Account Distributions: | | | | Debit Credit |

****Vendor: 102 Griffith Energy Services, Inc.

| | | | |
|---------------------------------|--------------------|--|----------------------------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$1,185.20 |
| 100-4041200-6008 GASOLINE & OIL | CC | | \$1,185.20 |
| Check: 102516 | Total Distributed: | | \$1,185.20 \$1,185.20 |

| | | | | |
|------------------------|------------|-------|---|-------------------|
| HACH COMPANY | 10/25/2016 | 09/16 | 1 | \$9,709.26 |
| Account Distributions: | | | | Debit Credit |

****Vendor: 52 Hach Chemical Company

| | | | |
|---------------------------------------|--------------------|--|----------------------------|
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$9,709.26 |
| 502-4012222-3310 REPAIR & MAINTENANCE | CC | | \$9,338.44 |
| 502-4012222-6004 LAB SUPPLIES | CC | | \$370.82 |
| Check: 102516 | Total Distributed: | | \$9,709.26 \$9,709.26 |

| | | | | |
|------------------------|------------|-------|---|-------------------|
| HARBOR FREIGHT TOOLS | 10/25/2016 | 09/16 | 1 | \$114.71 |
| Account Distributions: | | | | Debit Credit |

****Vendor: 3020 HARBOR FREIGHT TOOLS

| | | | |
|---------------------------------------|--------------------|--|------------------------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$114.71 |
| 501-4012224-6007 MATERIALS & SUPPLIES | CC | | \$114.71 |
| Check: 102516 | Total Distributed: | | \$114.71 \$114.71 |

| | | | | |
|------------------------|------------|-------|---|-------------------|
| HOLIDAY INN | 10/25/2016 | 09/16 | 1 | \$307.38 |
| Account Distributions: | | | | Debit Credit |

****Vendor: 2022 Holiday Inn

| | | | |
|---------------------------|-------------------|--|----------|
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$307.38 |
| 502-4012222-5540 TRAINING | CC | | \$307.38 |



GL Cash Disbursement Entries

Town of Berryville

11/3/2016 10:36:21 AM

Page 6 Of 13

| | | | | |
|--------|--------|--------------------|----------|----------|
| Check: | 102516 | Total Distributed: | \$307.38 | \$307.38 |
|--------|--------|--------------------|----------|----------|

| | | | | |
|------------------|------------|-------|---|---------|
| JOE'S CRAB SHACK | 10/25/2016 | 09/16 | 1 | \$18.00 |
|------------------|------------|-------|---|---------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

****Vendor: 3041 JOE'S CRAB SHACK

| | | | |
|--------------------------|-------------------|--|---------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$18.00 |
|--------------------------|-------------------|--|---------|

| | | | |
|---------------------------|----|---------|--|
| 100-4031100-5540 TRAINING | CC | \$18.00 | |
|---------------------------|----|---------|--|

| | | | | |
|--------|--------|--------------------|---------|---------|
| Check: | 102516 | Total Distributed: | \$18.00 | \$18.00 |
|--------|--------|--------------------|---------|---------|

| | | | | |
|-----------------|------------|-------|---|---------|
| JOHNNY BLUE INC | 10/25/2016 | 09/16 | 1 | \$82.00 |
|-----------------|------------|-------|---|---------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

****Vendor: 67 Johnny Blue

| | | | |
|--------------------------|-------------------|--|---------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$82.00 |
|--------------------------|-------------------|--|---------|

| | | | |
|----------------------------------------------|----|---------|--|
| 100-4071310-3160 CONTRACTURAL SER/JN
BLUE | CC | \$82.00 | |
|----------------------------------------------|----|---------|--|

| | | | | |
|--------|--------|--------------------|---------|---------|
| Check: | 102516 | Total Distributed: | \$82.00 | \$82.00 |
|--------|--------|--------------------|---------|---------|

| | | | | |
|------------------|------------|-------|---|------------|
| JOINER MICRO LAB | 10/25/2016 | 09/16 | 1 | \$5,195.00 |
|------------------|------------|-------|---|------------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

****Vendor: 51 Joiner Micro Laboratories

| | | | |
|--------------------------|-------------------|--|------------|
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$5,195.00 |
|--------------------------|-------------------|--|------------|

| | | | |
|------------------------------|----|------------|--|
| 502-4012222-2850 LAB TESTING | CC | \$3,725.00 | |
|------------------------------|----|------------|--|

| | | | |
|-------------------------------|----|------------|--|
| 502-4012222-6004 LAB SUPPLIES | CC | \$1,470.00 | |
|-------------------------------|----|------------|--|

| | | | | |
|--------|--------|--------------------|------------|------------|
| Check: | 102516 | Total Distributed: | \$5,195.00 | \$5,195.00 |
|--------|--------|--------------------|------------|------------|

| | | | | |
|----------------|------------|-------|---|----------|
| KUSTOM SIGNALS | 10/25/2016 | 09/16 | 1 | \$232.00 |
|----------------|------------|-------|---|----------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

****Vendor: 483 Kustom Signals, Inc.

| | | | |
|--------------------------|-------------------|--|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$232.00 |
|--------------------------|-------------------|--|----------|

| | | | |
|---------------------------------------|----|----------|--|
| 100-4031100-3310 REPAIR & MAINTENANCE | CC | \$232.00 | |
|---------------------------------------|----|----------|--|

| | | | | |
|--------|--------|--------------------|----------|----------|
| Check: | 102516 | Total Distributed: | \$232.00 | \$232.00 |
|--------|--------|--------------------|----------|----------|

| | | | | |
|-------|------------|-------|---|----------|
| LOWES | 10/25/2016 | 09/16 | 1 | \$631.22 |
|-------|------------|-------|---|----------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

****Vendor: 682 Lowe's

| | | | |
|--------------------------|-------------------|--|---------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$91.86 |
|--------------------------|-------------------|--|---------|

| | | | |
|---------------------------------------|----|---------|--|
| 100-4041200-6007 MATERIALS & SUPPLIES | CC | \$91.86 | |
|---------------------------------------|----|---------|--|

| | | | |
|--------------------------|-------------------|--|----------|
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$539.36 |
|--------------------------|-------------------|--|----------|

| | | | |
|------------------------------|----|----------|--|
| 502-4094300-5800 CONTINGENCY | CC | \$539.36 | |
|------------------------------|----|----------|--|

| | | | | |
|--------|--------|--------------------|----------|----------|
| Check: | 102516 | Total Distributed: | \$631.22 | \$631.22 |
|--------|--------|--------------------|----------|----------|



GL Cash Disbursement Entries

Town of Berryville

11/3/2016 10:36:21 AM

Page 7 Of 13

| | | | | | |
|------------------------|------------|-------|---|----------|--------|
| M C DEAN INC | 10/25/2016 | 09/16 | 1 | \$290.00 | |
| Account Distributions: | | | | Debit | Credit |

****Vendor: 3071 M C DEAN INC

| | | | |
|---------------------------------------|--------------------|--|------------------------|
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$290.00 |
| 502-4012222-3310 REPAIR & MAINTENANCE | CC | | \$290.00 |
| Check: 102516 | Total Distributed: | | \$290.00 \$290.00 |

| | | | | | |
|------------------------|------------|-------|---|---------|--------|
| MARIO'S PIZZA | 10/25/2016 | 09/16 | 1 | \$80.88 | |
| Account Distributions: | | | | Debit | Credit |

****Vendor: 2461 MARIOS PIZZA

| | | | |
|------------------------------|--------------------|--|----------------------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$80.88 |
| 501-4094300-5800 CONTINGENCY | CC | | \$80.88 |
| Check: 102516 | Total Distributed: | | \$80.88 \$80.88 |

| | | | | | |
|------------------------|------------|-------|---|------------|--------|
| MCCARTHY TIRE | 10/25/2016 | 09/16 | 1 | \$1,737.61 | |
| Account Distributions: | | | | Debit | Credit |

****Vendor: 58 MCCARTHY TIRE SERVICE CO, INC.

| | | | |
|----------------------------------------|--------------------|--|----------------------------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$1,737.61 |
| 100-4041200-3310 EQUIPMENT MAINTENANCE | CC | | \$1,737.61 |
| Check: 102516 | Total Distributed: | | \$1,737.61 \$1,737.61 |

| | | | | | |
|------------------------|------------|-------|---|----------|--------|
| MCMASTER-CARR | 10/25/2016 | 09/16 | 1 | \$569.07 | |
| Account Distributions: | | | | Debit | Credit |

****Vendor: 630 McMaster-Carr Supply Co.

| | | | |
|---------------------------------------|--------------------|--|------------------------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$569.07 |
| 501-4012222-3310 REPAIR & MAINTENANCE | CC | | \$569.07 |
| Check: 102516 | Total Distributed: | | \$569.07 \$569.07 |

| | | | | | |
|------------------------|------------|-------|---|----------|--------|
| NORTHERN PRO | 10/25/2016 | 09/16 | 1 | \$693.14 | |
| Account Distributions: | | | | Debit | Credit |

****Vendor: 2125 NORTHERN PRODUCTS IN

| | | | |
|--------------------------------------|--------------------|--|------------------------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$693.14 |
| 100-4031100-5815 COMMUNITY RELATIONS | CC | | \$693.14 |
| Check: 102516 | Total Distributed: | | \$693.14 \$693.14 |

| | | | | | |
|------------------------|------------|-------|---|---------|--------|
| PIZZA HUT | 10/25/2016 | 09/16 | 1 | \$12.24 | |
| Account Distributions: | | | | Debit | Credit |

****Vendor: 3042 PIZZA HUT

| | | | |
|--------------------------|-------------------|--|---------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$12.24 |
|--------------------------|-------------------|--|---------|



GL Cash Disbursement Entries

Town of Berryville

11/3/2016 10:36:21 AM

Page 8 Of 13

100-4031100-5540 TRAINING

CC

\$12.24

Check: 102516

Total Distributed:

\$12.24

\$12.24

| | | | | |
|--------------|------------|-------|---|--------|
| PRIMOS PIZZA | 10/25/2016 | 09/16 | 1 | \$9.28 |
|--------------|------------|-------|---|--------|

Account Distributions:

Debit

Credit

****Vendor: 3066 PRIMOS PIZZA

100-1140000-0000 B/C OPR

Cash Credit Entry

\$9.28

100-4031100-5540 TRAINING

CC

\$9.28

Check: 102516

Total Distributed:

\$9.28

\$9.28

| | | | | |
|-------------------------|------------|-------|---|-------------|
| REPUBLIC SERVICES TRASH | 10/25/2016 | 09/16 | 1 | \$21,645.74 |
|-------------------------|------------|-------|---|-------------|

Account Distributions:

Debit

Credit

****Vendor: 305 Allied Waste Services # 976

100-1140000-0000 B/C OPR

Cash Credit Entry

\$19,562.96

100-4042300-3220 CONTRACTUAL SERVICES

CC

\$15,099.77

100-4042300-6225 RECYCLING SERVICES

CC

\$4,463.19

502-1140000-0000 B/C OPR

Cash Credit Entry

\$2,082.78

502-4012222-3210 LANDFILL-SOLIDS
DISPOSAL

CC

\$2,082.78

Check: 102516

Total Distributed:

\$21,645.74

\$21,645.74

| | | | | |
|-------------------|------------|-------|---|---------|
| ROBERTS OXYGEN CO | 10/25/2016 | 09/16 | 1 | \$27.85 |
|-------------------|------------|-------|---|---------|

Account Distributions:

Debit

Credit

****Vendor: 1752 ROBERTS OXYGEN CO

501-1140000-0000 B/C OPR

Cash Credit Entry

\$27.85

501-4012222-3310 REPAIR & MAINTENANCE

CC

\$27.85

Check: 102516

Total Distributed:

\$27.85

\$27.85

| | | | | |
|-----------------|------------|-------|---|----------|
| SHENANDOAH SAND | 10/25/2016 | 09/16 | 1 | \$161.00 |
|-----------------|------------|-------|---|----------|

Account Distributions:

Debit

Credit

****Vendor: 717 SHENANDOAH SAND

501-1140000-0000 B/C OPR

Cash Credit Entry

\$161.00

501-4012224-3330 LINE REPAIR &
MAINTENANCE

CC

\$161.00

Check: 102516

Total Distributed:

\$161.00

\$161.00

| | | | | |
|--------------|------------|-------|---|---------|
| SHOP 'N SAVE | 10/25/2016 | 09/16 | 1 | \$37.07 |
|--------------|------------|-------|---|---------|

Account Distributions:

Debit

Credit

****Vendor: 3069 SNS EAST

100-1140000-0000 B/C OPR

Cash Credit Entry

\$6.84



GL Cash Disbursement Entries

Town of Berryville

11/3/2016 10:36:21 AM

Page 9 Of 13

| | | | | |
|--------------------------------------|--------------------|---------|--|---------|
| 100-4012530-6001 OFFICE SUPPLIES | CC | \$6.84 | | |
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | | \$30.23 |
| 501-4012222-6005 JANITORIAL SUPPLIES | CC | \$30.23 | | |
| Check: 102516 | Total Distributed: | \$37.07 | | \$37.07 |

| | | | | |
|--------------------|------------|-------|---|----------|
| SQ INSTRULOGIC LLC | 10/25/2016 | 09/16 | 1 | \$759.00 |
|--------------------|------------|-------|---|----------|

Account Distributions: Debit Credit

****Vendor: 396 Instrulogic Corporation

| | | | | |
|---------------------------------------|--------------------|----------|--|----------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | | \$759.00 |
| 501-4012222-3310 REPAIR & MAINTENANCE | CC | \$759.00 | | |
| Check: 102516 | Total Distributed: | \$759.00 | | \$759.00 |

| | | | | |
|---------|------------|-------|---|----------|
| STAPLES | 10/25/2016 | 09/16 | 1 | \$826.58 |
|---------|------------|-------|---|----------|

Account Distributions: Debit Credit

****Vendor: 669 STAPLES ADVANTAGE

| | | | | |
|-----------------------------------|--------------------|----------|--|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | | \$594.94 |
| 100-4012530-6001 OFFICE SUPPLIES | CC | \$340.41 | | |
| 100-4031100-6001 OFFICE SUPPLIES | CC | \$175.10 | | |
| 100-4041100-6001 OFFICE SUPPLIES | CC | \$77.24 | | |
| 100-4081100-6001 OFFICE EQUIPMENT | CC | \$2.19 | | |
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | | \$231.64 |
| 501-4012220-6001 OFFICE SUPPLIES | CC | \$231.64 | | |
| Check: 102516 | Total Distributed: | \$826.58 | | \$826.58 |

| | | | | |
|----------------|------------|-------|---|----------|
| STUART M PERRY | 10/25/2016 | 09/16 | 1 | \$955.67 |
|----------------|------------|-------|---|----------|

Account Distributions: Debit Credit

****Vendor: 109 Stuart M. Perry, Inc

| | | | | |
|--------------------------------------------|--------------------|----------|--|----------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | | \$955.67 |
| 501-4012224-3330 LINE REPAIR & MAINTENANCE | CC | \$955.67 | | |
| Check: 102516 | Total Distributed: | \$955.67 | | \$955.67 |

| | | | | |
|---------------------|------------|-------|---|---------|
| TELRITE CORPORATION | 10/25/2016 | 09/16 | 1 | \$10.30 |
|---------------------|------------|-------|---|---------|

Account Distributions: Debit Credit

****Vendor: 768 Telrite Corporation

| | | | | |
|-------------------------------------|--------------------|---------|--|---------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | | \$10.30 |
| 100-4041100-5230 TELECOMMUNICATIONS | CC | \$10.30 | | |
| Check: 102516 | Total Distributed: | \$10.30 | | \$10.30 |

| | | | | |
|-----------------------|------------|-------|---|----------|
| TENCARVA MACHINERY CO | 10/25/2016 | 09/16 | 1 | \$217.53 |
|-----------------------|------------|-------|---|----------|



GL Cash Disbursement Entries

Town of Berryville
11/3/2016 10:36:21 AM

Page 10 Of 13

| Account Distributions: | | | | Debit | Credit |
|------------------------------------------|------------|--------------------|---|----------|----------|
| ****Vendor: 1240 TENCARVA | | | | | |
| 502-1140000-0000 B/C OPR | | Cash Credit Entry: | | | \$217.53 |
| 502-4012222-3310 REPAIR & MAINTENANCE | | CC | | \$217.53 | |
| Check: 102516 | | Total Distributed: | | \$217.53 | \$217.53 |
| TOTAL IMAGE | 10/25/2016 | 09/16 | 1 | \$185.39 | |
| Account Distributions: | | | | Debit | Credit |
| ****Vendor: 2099 TOTAL IMAGE WORKINGMANS | | | | | |
| 100-1140000-0000 B/C OPR | | Cash Credit Entry: | | | \$185.39 |
| 100-4041200-6011 UNIFORMS | | CC | | \$185.39 | |
| Check: 102516 | | Total Distributed: | | \$185.39 | \$185.39 |
| TIDEWATER TACTICAL | 10/25/2016 | 09/16 | 1 | \$839.57 | |
| Account Distributions: | | | | Debit | Credit |
| ****Vendor: 2068 TIDEWATER DISTRIBUTORS | | | | | |
| 100-1140000-0000 B/C OPR | | Cash Credit Entry: | | | \$839.57 |
| 100-4031100-6010 POLICE SUPPLIES | | CC | | \$839.57 | |
| Check: 102516 | | Total Distributed: | | \$839.57 | \$839.57 |
| TRUESHRED | 10/25/2016 | 09/16 | 1 | \$49.00 | |
| Account Distributions: | | | | Debit | Credit |
| ****Vendor: 1909 TrueShred | | | | | |
| 100-1140000-0000 B/C OPR | | Cash Credit Entry: | | | \$49.00 |
| 100-4012530-6001 OFFICE SUPPLIES | | CC | | \$49.00 | |
| Check: 102516 | | Total Distributed: | | \$49.00 | \$49.00 |
| USA BLUE BOOK | 10/25/2016 | 09/16 | 1 | \$714.70 | |
| Account Distributions: | | | | Debit | Credit |
| ****Vendor: 116 USA Bluebook | | | | | |
| 501-1140000-0000 B/C OPR | | Cash Credit Entry: | | | \$261.24 |
| 501-4012222-6004 LAB SUPPLIES | | CC | | \$261.24 | |
| 502-1140000-0000 B/C OPR | | Cash Credit Entry: | | | \$453.46 |
| 502-4012222-3310 REPAIR & MAINTENANCE | | CC | | \$104.66 | |
| 502-4012224-3310 EQUIPMENT MAINTENANCE | | CC | | \$348.80 | |
| Check: 102516 | | Total Distributed: | | \$714.70 | \$714.70 |
| USPS | 10/25/2016 | 09/16 | 1 | \$289.07 | |
| Account Distributions: | | | | Debit | Credit |

GL Cash Disbursement Entries

Town of Berryville
11/3/2016 10:36:21 AM

Page 11 Of 13

****Vendor: 303 US Postal Service

| | | | |
|--------------------------|--------------------|----------|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$289.07 |
| 100-4012530-5210 POSTAGE | CC | \$280.45 | |
| 100-4031100-5210 POSTAGE | CC | \$8.62 | |
| Check: 102516 | Total Distributed: | \$289.07 | \$289.07 |

| | | | | |
|---------------------|------------|-------|---|----------|
| VA MUNICIPAL LEAGUE | 10/25/2016 | 09/16 | 1 | \$375.00 |
|---------------------|------------|-------|---|----------|

Account Distributions: Debit Credit

****Vendor: 420 Virginia Municipal League

| | | | |
|---------------------------|--------------------|----------|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$375.00 |
| 100-4012110-5540 TRAINING | CC | \$375.00 | |
| Check: 102516 | Total Distributed: | \$375.00 | \$375.00 |

| | | | | |
|------------------|------------|-------|---|---------|
| VALLEY HOME CARE | 10/25/2016 | 09/16 | 1 | \$45.00 |
|------------------|------------|-------|---|---------|

Account Distributions: Debit Credit

****Vendor: 85 OCC Health Service Winchester

| | | | |
|--------------------------------|--------------------|---------|---------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$45.00 |
| 501-4012222-3110 MEDICAL EXAMS | CC | \$45.00 | |
| Check: 102516 | Total Distributed: | \$45.00 | \$45.00 |

| | | | | |
|---------|------------|-------|---|----------|
| VERIZON | 10/25/2016 | 09/16 | 1 | \$690.61 |
|---------|------------|-------|---|----------|

Account Distributions: Debit Credit

****Vendor: 36 Verizon

| | | | |
|-------------------------------------|--------------------|----------|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$137.90 |
| 100-4041100-5230 TELECOMMUNICATIONS | CC | \$137.90 | |
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$168.05 |
| 501-4012222-5230 TELECOMMUNICATIONS | CC | \$168.05 | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$384.66 |
| 502-4012222-5230 TELECOMMUNICATIONS | CC | \$384.66 | |
| Check: 102516 | Total Distributed: | \$690.61 | \$690.61 |

| | | | | |
|------------------|------------|-------|---|----------|
| VERIZON WIRELESS | 10/25/2016 | 09/16 | 1 | \$693.03 |
|------------------|------------|-------|---|----------|

Account Distributions: Debit Credit

****Vendor: 2243 Verizon Wireless

| | | | |
|-------------------------------------|-------------------|----------|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$580.51 |
| 100-4012530-5230 TELECOMMUNICATIONS | CC | \$19.04 | |
| 100-4031100-5230 TELECOMMUNICATIONS | CC | \$331.94 | |
| 100-4041100-5230 TELECOMMUNICATIONS | CC | \$229.53 | |



GL Cash Disbursement Entries

Town of Berryville

11/3/2016 10:36:21 AM

Page 12 Of 13

| | | | |
|-------------------------------------|--------------------|----------|----------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$28.13 |
| 501-4012222-5230 TELECOMMUNICATIONS | CC | \$28.13 | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$84.39 |
| 502-4012222-5230 TELECOMMUNICATIONS | CC | \$84.39 | |
| Check: 102516 | Total Distributed: | \$693.03 | \$693.03 |

| | | | | |
|------------------------|------------|-------|---|-------------------|
| WAL-MART | 10/25/2016 | 09/16 | 1 | \$26.29 |
| Account Distributions: | | | | Debit Credit |

****Vendor: 2055 Walmart

| | | | |
|----------------------------------|--------------------|---------|---------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$26.29 |
| 100-4041100-6001 OFFICE SUPPLIES | CC | \$26.29 | |
| Check: 102516 | Total Distributed: | \$26.29 | \$26.29 |

| | | | | |
|------------------------|------------|-------|---|-------------------|
| WENDY'S | 10/25/2016 | 09/16 | 1 | \$17.95 |
| Account Distributions: | | | | Debit Credit |

****Vendor: 2434 WENDYS

| | | | |
|---------------------------|--------------------|---------|---------|
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$17.95 |
| 502-4012222-5540 TRAINING | CC | \$17.95 | |
| Check: 102516 | Total Distributed: | \$17.95 | \$17.95 |

| | | | | |
|------------------------------|------------|-------|---|-------------------|
| WINCHESTER BUS./A SIGN PLACE | 10/25/2016 | 09/16 | 1 | \$216.09 |
| Account Distributions: | | | | Debit Credit |

****Vendor: 351 Winchester Business Services/A Sign Place

| | | | |
|-----------------------------------------|--------------------|----------|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$216.09 |
| 100-4071310-6018 ROSE HILL IMPROVEMENTS | CC | \$216.09 | |
| Check: 102516 | Total Distributed: | \$216.09 | \$216.09 |

| | | | |
|--|---------------|-------------|-------------|
| | Batch Totals: | \$74,261.54 | \$74,261.54 |
|--|---------------|-------------|-------------|



GL Cash Disbursement Entries

Town of Berryville
11/3/2016 10:36:21 AM

Page 13 Of 13



GL Cash Receipt Entries

Town of Berryville
11/3/2016 10:37:18 AM

Page 1 Of 1

Batch: 4168

Operator: 4

| Description: | Date | Reference | Bank | Cash Receipt Amount |
|-------------------------------|------------|------------------|------|---------------------------|
| HOOTERS | 09/28/2016 | REFUND | 1 | \$5.00 |
| Account Distributions: | | | | |
| | | | | Debit Credit |
| 100-1140000-0000 B/C OPR | | Cash Debit Entry | | \$5.00 |
| 100-4031100-5540 TRAINING | | CC REFUND | | \$5.00 |
| Total Distributed: | | | | \$5.00 \$5.00 |
| Batch Totals: | | | | \$5.00 \$5.00 |

Attachment 8



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: 11/02/2016

TO: Town Council

FROM: Chief W. Neal White

CC:

RE: Police Department Monthly Report – 11/08/2016

Monthly Activity Report

The activity report for the month of October 2016 is attached to this memo.

Police and Security Committee

The Police and Security Committee did not hold a meeting in the month of October. The committee is scheduled to meet on November 21, 2016 at 9:00 am in the A/B meeting room of the government center. This meeting is outside of the standing fourth Thursday due to the Thanksgiving holiday.

Staffing

Officer Christopher Coderre resigned his position with the department in late October. Interviews are scheduled for later this month to begin looking for a candidate to fill this position.

Halloween Activities

The Police Department distributed several hundred reflective bags for Trick-or-Treating prior to Halloween and officers were out in the community distributing glow stick necklaces on Halloween night. The department gave out close to 4,000 necklaces that night to help keep children safe and visible while they were out having fun. I have received several positive comments and thanks from the community for protecting their little ones while they were out having good time enjoying the small town community atmosphere.



Berryville Police Department

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W. Neal White – Chief of Police

Holiday Events

The Christmas season is right around the corner, and to kick things off the annual Christmas Parade is set for noon on December 3, 2016. Residents should prepare for traffic detours along Main Street for about 45 minutes on that date.

In addition, the police department will be collecting new and unwrapped toys to be distributed to needy children in the area. Officer Joe Shoremount is spearheading this project and has begun coordinating with Clarke County Social Services to identify those in need. Donated items will be collected at the police department from November 20 through December 19, and additional collection sites are in the works.

Skyline Regional Criminal Justice Academy

The board of directors composed of area Chiefs and Sheriffs continue to meet on a monthly basis to organize the new training academy. On November 2, 2016 members of the Skyline Academy were given unanimous approval from the charter members of the Rappahannock Regional Criminal Justice Academy (RRCJA) to withdraw from RRCJA. Skyline already has approval from the Department of Criminal Justice to begin operation on July 1, 2017.



Berryville Police Department

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W. Neal White – Chief of Police

POLICE AND SECURITY REPORT

Month: **October** Year To Date **October** **September**
Year: **2016** **2016** **2016** **2016**

Complaints Answered

| | | | |
|-----------------------------------|--------------|------------|-----------|
| 911 Hang Up: | 36 | 7 | 4 |
| Alarms: | 103 | 15 | 10 |
| Animal Complaint: | 83 | 11 | 8 |
| Assault And Battery: | 13 | 0 | 1 |
| Assist County: | 13 | 0 | 0 |
| Auto Larceny: | 3 | 1 | 0 |
| Burglary: | 7 | 0 | 2 |
| Civil Complaints: | 77 | 5 | 8 |
| Disturbance (Non Violent): | 47 | 3 | 4 |
| Domestic Disturbance: | 5 | 2 | 1 |
| Drunk In Public: | 9 | 1 | 0 |
| Forgery & Uttering: | 0 | 0 | 0 |
| Fraud: | 7 | 1 | 3 |
| Grand Larceny: | 11 | 0 | 4 |
| Harassment/Intimidation: | 28 | 4 | 2 |
| Homicide: | 0 | 0 | 0 |
| Juvenile Related: | 46 | 3 | 1 |
| Noise: | 32 | 4 | 2 |
| Petty Larceny: | 17 | 2 | 3 |
| Public Service: | 33 | 1 | 0 |
| Rape: | 0 | 0 | 0 |
| Robbery: | 1 | 0 | 1 |
| Runaway: | 1 | 0 | 0 |
| Shoplifting: | 0 | 0 | 0 |
| Suspicious Activity: | 141 | 22 | 15 |
| Trespassing: | 10 | 0 | 0 |
| Vandalism: | 26 | 4 | 3 |
| Welfare Check: | 117 | 13 | 9 |
| Miscellaneous Complaints: | 179 | 17 | 14 |
| Total Complaints Answered: | 1,045 | 116 | 95 |



Berryville Police Department

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W. Neal White – Chief of Police

Traffic

| | | | |
|----------------------------|-----|----|----|
| Accidents Investigated: | 37 | 4 | 9 |
| Assist Motorist: | 34 | 7 | 2 |
| Child Safety Seat Install: | 30 | 3 | 9 |
| Funeral Escort: | 32 | 3 | 6 |
| Hit & Run: | 14 | 4 | 2 |
| Parking Tickets: | 232 | 22 | 39 |
| Traffic Warnings: | 222 | 19 | 19 |

Traffic Summons Issued

| | | | |
|--------------------------------------|------------|-----------|-----------|
| Defective Equipment: | 2 | 0 | 0 |
| Driving Suspended: | 10 | 0 | 2 |
| Expired Inspection: | 5 | 0 | 2 |
| Expired Registration: | 8 | 2 | 1 |
| Fail To Obey Highway Sign: | 138 | 8 | 12 |
| Fail To Obey Traffic Signals: | 2 | 0 | 0 |
| Fail To Stop/Lights & Siren: | 1 | 0 | 0 |
| Fail To Yield Right Of Way: | 5 | 0 | 1 |
| Hit And Run: | 1 | 1 | 0 |
| No Liability Insurance: | 2 | 0 | 1 |
| No Operator's License: | 11 | 4 | 2 |
| No Seat Belt: | 1 | 0 | 0 |
| Reckless Driving: | 18 | 0 | 1 |
| Speeding: | 99 | 15 | 20 |
| Miscellaneous Summons: | 9 | 1 | 3 |
| Total Traffic Summons Issued: | 312 | 31 | 45 |



Berryville Police Department

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

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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: | 14 | 3 | 1 |
| A & B On Police Officer: | 1 | 0 | 0 |
| Auto Larceny: | 0 | 0 | 0 |
| Breaking And Entering: | 2 | 0 | 1 |
| Capias: | 10 | 0 | 1 |
| Disorderly Conduct: | 1 | 0 | 0 |
| Driving While Intoxicated: | 5 | 0 | 1 |
| Drunk In Public: | 6 | 0 | 0 |
| Fail To Obey Police Officer: | 0 | 0 | 0 |
| Fail To Pay Parking Ticket: | 5 | 1 | 0 |
| Forgery: | 0 | 0 | 0 |
| Fraud: | 1 | 0 | 1 |
| Grand Larceny: | 0 | 0 | 0 |
| Homicide: | 0 | 0 | 0 |
| Illegal Drugs/Paraphernalia | 14 | 1 | 0 |
| Petty Larceny: | 1 | 0 | 0 |
| Possess Alcohol Underage: | 0 | 0 | 0 |
| Protective Order: | 32 | 9 | 1 |
| Rape: | 0 | 0 | 0 |
| Resisting Arrest: | 2 | 0 | 0 |
| Robbery: | 1 | 0 | 1 |
| Shoplifting: | 0 | 0 | 0 |
| Trespassing: | 0 | 0 | 0 |
| Vandalism: | 0 | 0 | 0 |
| Weapons Violation | 0 | 0 | 0 |
| | 25 | 4 | 6 |
| Miscellaneous Criminal Arrests: | | | |
| Juvenile Arrest Total: | 0 | 0 | 0 |
| Total Criminal Arrests: | 120 | 18 | 13 |

Found Open At Business In Town

| | | | |
|--------------------------|----|---|---|
| Doors: | 20 | 3 | 2 |
| Windows: | 0 | 0 | 0 |
| Garage Doors Found Open: | 0 | 0 | 0 |

Berrynville Police Department,

Thank you for coming out to Darbybrook

(Cobble Hill) Halloween night to hand
out glow in the dark necklaces to the

kids. Our parade route ended at your
officer's vehicle to ensure they each had the

opportunity to meet the officers & receive the
necklace. There were great ones at get dark!

We appreciate your commitment to our
community and for keeping us safe as always.

Thank you, Amy Miller (Darbybrook Parade)

Attachment 9

BERRYVILLE TOWN COUNCIL
Streets and Utilities Committee
Tuesday, October 25, 2016
Berryville-Clarke County Government Center
12:00 noon

MINUTES

Roll:

Town Council:

Present: Patricia Dickinson, Chair; David Tollett

Absent: Donna McDonald

Staff: Keith Dalton, Town Manager; Rick Boor, Director of Public Works; Christy Dunkle, Planner; Dave Tyrell, Director of Public Utilities

Press: Cathy Kuehner

1. **Call to Order**

Chair Dickinson called the meeting to order at 12:00 noon.

2. **Discussion**

The Committee and staff reviewed the status of the Battletown Drive water main project.

The Committee and staff reviewed the status of the Academy Court water main project.

Mr. Boor provided information regarding the newly completed water distribution system leak survey. He reported that the entire distribution system was surveyed and two small leaks were found. He reported that the two leaks have been repaired.

Mr. Tyrell reported on the planned installation of variable frequency drives on the water treatment plant's finished water motors. He stated that the reviewing engineer has recommended not installing the drives on the 30 year old pumps. Mr. Tyrell stated that he would review the matter further and would provide a recommendation regarding the expansion of the clear well or other measure.

Ms. Dickinson inquired about the status of the crosswalk at the intersection of Main Street and Hermitage Blvd. Mr. Dalton stated that he would have to speak with VDOT. Mr. Dalton asked Ms. Dickinson to confirm that she wanted the crosswalk west of the intersection with the crosswalk itself having an eastward slant, and the existing painted area serving as the refuge. Ms. Dickinson confirmed that was the desired configuration.

Ms. Dunkle inquired as to whether the School Board had approved the funding for a portion of the match for the crossing warning at the intersection of Buckmarsh Street and Swan Avenue. Ms. Dickinson said that she did not know and that she had expected School Board Chair Kochinsky to be in attendance at today's meeting.

Ms. Dunkle provided a briefing on the SRTS project and the additional funds being sought to complete the sidewalk demolition or what will be phase 2 of the project.

Ms. Dickinson stated that there is concern about the condition of the existing sidewalk.

Mr. Tyrrell provided an update on the membrane replacement proposal. The Committee agreed to have this matter placed on the next Budget and Finance Committee meeting agenda.

Ms. Dickinson stated that while she was in Europe she noted how much rainwater harvesting was being used. She said that this is the wave of the future and that we needed to move on this matter. Mr. Dalton stated that staff had this matter is under review.

Ms. Dickinson asked about the status of the Public Works building. Mr. Dalton stated that minor changes to the site plan needed to be approved by the County and that he hoped to be able to move forward on the project in the spring.

Mr. Tyrrell provided a briefing on work to wash and paint the elevated water storage tanks and to strip and paint the ground storage tank. He noted that mixing would also be addressed when the maintenance work is completed. Ms. Dickinson stated that she wants to review paint colors because we need to improve esthetics when we can.

The Committee discussed McNeil Drive. Mr. Dalton stated that he hoped that the street would be improved as a part of the development of a parcel served by the street. He noted that there were a lot of moving parts in this matter but he hoped that the street could be gotten to a point where it could be accepted into the secondary maintenance system.

3. Adjourn

There being no further business, the committee adjourned at 12:48 p.m.

Attachment 10

Memo

To: Town Council
From: David Tyrrell
Date: November 2, 2016
Re: October 2016 Operations Report

The water treatment plant is in compliance for October 2016 with its monthly parameters per test received to date. We sent a total of 9.721 MG water to the system with a daily average production of 0.389 MGD and a daily max of 0.503 MG.

The support system under the grating at the booster building was severely corroded so we removed and replaced all of the support structure. Stephen and I had all the tools needed to complete the work so we did it in house. We also replaced two sections of the grating which has been cut multiple times over the years to greatly improve the strength and safety of the system. We have also started to replace the grating on the catwalk of the water treatment plant between the two trains replacing eight sections of grate. The catwalk is rusting and delaminating. The support structure is being primed and painted as part of the process.

On October 19 the piping for the alum injection point blew apart. We were able to get a saddle tap from public works and repaired the connection. We did find that the spool piece where the alum is injected is in need of replacement. HD Supply has been called to come in and measure and quote a price for the replacement section of piping. We are also looking at replacing the static mixer at the same time.

The low flow flush of water system dead ends has continued as personnel were available. Southgate and Darby Brook have been completed as well as the end of East Main Street and Jack Enders Blvd.

Drought Conditions: Water levels in the Shenandoah River have run above historical averages for most of the month dipping to below the averages for the last week of the month. There are no concerns for drought at this time.

The wastewater plant is in compliance with its discharge permit for October. We have treated a total of 8.49 MG with a daily average of 0.27 MGD and a daily max of 0.48 MG.

Between October 3rd and 4th we had EQ pumps #1 and #2, RAS pump #2, Air Scour Blowers #3 and #5, Internal Recycle Pump #1, and the Emergency Generator fail. We replaced the pump in EQ #2 on the 3rd only to have EQ pump #1 fail the 4th. We then pulled the pump from #2 and placed it into the #1 tank in preparation for possible high flows from hurricane Mathew. Consolidated Electric was called in to assist with trouble shooting. They could find no issues with the air scour blowers or RAS pump. They did replace a cooling fan in the VFD to the recycle pump which we found to be the problem to free us for other repair work. We continue to troubleshoot as we can the reason for intermittent failures of the air scour blowers and RAS pump. The EQ pumps have been sent to Sherwood Logan for repair. The recycle pump has been operating without issue since the cooling fan replacement. Cummings Atlantic was called in to repair the generator and it was online the 5th. The generator was also tested under load on Thursday to ensure its operation.

Ernest has started to strip and wax tile floor areas in the admin area of the WWTP. Sections completed are looking good.

Hypo cleans on all four trains have not been completed in October due to equipment failures. These will be completed once we have EQ basin #2 back into service.

We had a communication failure on the Southgate lift station. The problem turned out to be a bad UPS which was replaced the next day. The Southgate pump station generator has been having issue with running. Trouble shooting has found that the coolant sensor was bad and that the block heater needed to be replaced. We had the work completed by Cummins Atlantic and all is back in service.

Attached for review is the DMR 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. Please note the DMR data and VDH report have not been verified or are complete as of this time.

FLOWS AND CHEMICAL DOSAGES

October 2016

No. Connections Served: 1650
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 | Did not Run | | | | | | | | | | | | | | | | | | | | | |
| 2 | Did not Run | | | | | | | | | | | | | | | | | | | | | |
| 3 | 0.516 | | 0.484 | 15.0 | 71 | 16.5 | 4 | 0.9 | | | 6.7 | 1.56 | 0.071 | 0.016 | 0.0 | 0.0 | | 15.0 | 3.5 | | | |
| 4 | 0.453 | | 0.400 | 12.8 | 56 | 14.8 | 8 | 2.1 | | | 3.6 | 0.95 | 0.066 | 0.017 | 6.0 | 1.6 | | 12.8 | 3.4 | | | |
| 5 | 0.507 | | 0.464 | 14.8 | 61 | 14.4 | 4 | 1.0 | | | 6.7 | 1.58 | 0.075 | 0.018 | 0.0 | 0.0 | | 14.8 | 3.5 | | | |
| 6 | 0.556 | | 0.503 | 16.0 | 71 | 15.3 | 5 | 1.0 | | | 6.7 | 1.45 | 0.084 | 0.018 | 6.0 | 1.3 | | 14.7 | 3.2 | | | |
| 7 | 0.454 | | 0.415 | 13.3 | 56 | 14.7 | 5 | 1.3 | | | 3.6 | 0.94 | 0.093 | 0.024 | 0.0 | 0.0 | | 12.1 | 3.2 | | | |
| 8 | 0.118 | | 0.108 | 3.3 | 15 | 15.5 | 1 | 0.8 | | | 3.2 | 3.24 | 0.013 | 0.013 | 6.0 | 6.1 | | 3.0 | 3.0 | | | |
| 9 | | | | | ##### | | #DIV/0! | | | | ##### | | #DIV/0! | | #DIV/0! | | | ##### | | | | |
| 10 | 0.162 | | 0.146 | 4.8 | 25 | 18.8 | 2 | 1.3 | | | 0.2 | 0.13 | 0.026 | 0.019 | 0.0 | 0.0 | | 4.4 | 3.2 | | | |
| 11 | 0.542 | | 0.488 | 15.8 | 71 | 15.7 | 4 | 1.0 | | | 6.7 | 1.49 | 0.071 | 0.016 | 0.0 | 0.0 | | 14.4 | 3.2 | | | |
| 12 | 0.539 | | 0.487 | 15.8 | 66 | 14.7 | 4 | 0.9 | | | 6.7 | 1.49 | 0.093 | 0.021 | 5.0 | 1.1 | | 14.4 | 3.2 | | | |
| 13 | 0.548 | | 0.499 | 16.0 | 71 | 15.5 | 5 | 1.1 | | | 3.6 | 0.79 | 0.079 | 0.017 | 4.0 | 0.9 | | 14.7 | 3.2 | | | |
| 14 | 0.54 | | 0.486 | 15.5 | 51 | 11.3 | 5 | 1.0 | | | 6.7 | 1.49 | 0.073 | 0.016 | 0.0 | 0.0 | | 14.2 | 3.2 | | | |
| 15 | | | | | ##### | | #DIV/0! | | | | ##### | | #DIV/0! | | #DIV/0! | | | ##### | | | | |
| 16 | 0.119 | | 0.179 | 5.5 | 15 | 15.3 | 2 | 2.0 | | | 3.3 | 3.33 | 0.034 | 0.034 | 0.0 | 0.0 | | 5.0 | 5.1 | | | |
| 17 | 0.54 | | 0.487 | 15.8 | 56 | 12.4 | 4 | 0.9 | | | 3.7 | 0.81 | 0.083 | 0.018 | 6.0 | 1.3 | | 17.2 | 3.8 | | | |
| 18 | 0.405 | | 0.363 | 12.0 | 30 | 9.0 | 4 | 1.1 | | | 6.8 | 2.03 | 0.059 | 0.017 | 4.0 | 1.2 | | 11.0 | 3.3 | | | |
| 19 | 0.447 | | 0.373 | 14.0 | 91 | 24.5 | 4 | 1.0 | | | 3.2 | 0.87 | 0.060 | 0.016 | 5.0 | 1.3 | | 12.8 | 3.4 | | | |
| 20 | 0.525 | | 0.476 | 15.8 | 51 | 11.6 | 4 | 1.0 | | | 6.7 | 1.53 | 0.062 | 0.014 | 6.0 | 1.4 | | 15.1 | 3.4 | | | |
| 21 | 0.486 | | 0.440 | 14.3 | 10 | 2.5 | 4 | 1.1 | | | 3.6 | 0.88 | 0.071 | 0.018 | 0.0 | 0.0 | | 13.7 | 3.4 | | | |
| 22 | 0.231 | | 0.205 | 6.5 | 30 | 15.8 | 2 | 0.8 | | | 3.3 | 1.71 | 0.035 | 0.018 | 3.0 | 1.6 | | 6.2 | 3.2 | | | |
| 23 | | | | | ##### | | #DIV/0! | | | | ##### | | #DIV/0! | | #DIV/0! | | | ##### | | | | |
| 24 | 0.468 | | 0.425 | 13.5 | 51 | 13.0 | 4 | 1.0 | | | 3.6 | 0.92 | 0.071 | 0.018 | 0.0 | 0.0 | | 12.9 | 3.3 | | | |
| 25 | 0.466 | | 0.426 | 14.0 | 512 | 131.8 | 4 | 1.1 | | | 6.6 | 1.71 | 0.066 | 0.017 | 4.0 | 1.0 | | 13.4 | 3.5 | | | |
| 26 | 0.489 | | 0.442 | 14.0 | 51 | 12.4 | 5 | 1.2 | | | 7.0 | 1.71 | 0.163 | 0.040 | 3.0 | 0.7 | | 13.4 | 3.3 | | | |
| 27 | 0.458 | | 0.416 | 13.5 | 51 | 13.3 | 4 | 1.2 | | | 3.2 | 0.85 | 0.071 | 0.018 | 4.0 | 1.0 | | 12.9 | 3.4 | | | |
| 28 | 0.336 | | 0.298 | 10.0 | 30 | 10.9 | 4 | 1.3 | | | 3.4 | 1.21 | 0.049 | 0.017 | 0.0 | 0.0 | | 9.6 | 3.4 | | | |
| 29 | 0.233 | | 0.211 | 8.0 | 25 | 13.0 | 1 | 0.4 | | | 3.3 | 1.70 | 0.026 | 0.014 | 0.0 | 0.0 | | 7.7 | 3.9 | | | |
| 30 | | | | | ##### | | #DIV/0! | | | | ##### | | #DIV/0! | | #DIV/0! | | | ##### | | | | |
| 31 | 0.5565 | | 0.500 | 15.3 | 61 | 13.1 | 4 | 0.9 | | | 6.3 | 1.36 | 0.080 | 0.017 | 3.0 | 0.6 | | 14.6 | 3.1 | | | |
| Total | 10.695 | 0.000 | 9.721 | 314.8 | 1678 | ##### | 96 | #DIV/0! | 0.0 | 0.00 | 118.4 | ##### | 1.67 | #DIV/0! | 65 | #DIV/0! | 0.0 | 0.00 | 299.9 | ##### | 0.0 | 0.00 |
| Maximum | 0.557 | 0.000 | 0.503 | 16.0 | 512 | ##### | 8 | #DIV/0! | 0.0 | 0.00 | 7.0 | ##### | 0.16 | #DIV/0! | 6 | #DIV/0! | 0.0 | 0.00 | 17.2 | ##### | 0.0 | 0.00 |
| Minimum | 0.118 | 0.000 | 0.108 | 3.3 | 10 | ##### | 1 | #DIV/0! | 0.0 | 0.00 | 0.2 | ##### | 0.01 | #DIV/0! | 0 | #DIV/0! | 0.0 | 0.00 | 3.0 | ##### | 0.0 | 0.00 |
| Average | 0.428 | 0.000 | 0.389 | 12.6 | 67 | ##### | 4 | #DIV/0! | ##### | ##### | 4.7 | ##### | 0.07 | #DIV/0! | 3 | #DIV/0! | ##### | #DIV/0! | 12.0 | ##### | ##### | ##### |

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

October 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 |
|------------|----------------------|--------------|-------------------|------------------|------------------|-----------------|-----------------|------------------------------|-----------------------------|--------------------------|-----------------|-----------------|---------------------|
| 10/1/2016 | 0.48 | 7.2 | 22.2 | | | | | 7.5 | 7.3 | | | | |
| 10/2/2016 | 0.48 | 7.1 | 22.2 | | | | | 9.1 | 8.0 | | | | |
| 10/3/2016 | 0.31 | 7.2 | 21.8 | | | | | 9.4 | 8.1 | | | | |
| 10/4/2016 | 0.35 | 6.9 | 21.8 | 0.00 | 0.00 | 0.00 | 0.00 | 8.5 | 7.2 | 1.44 | 1.54 | 2.05 | 2.98 |
| 10/5/2016 | 0.20 | 7.4 | 22.3 | 1.00 | 0.76 | | | 8.3 | 8.0 | | | | |
| 10/6/2016 | 0.20 | 7.2 | 21.7 | 0.00 | 0.00 | | | 8.4 | 7.1 | | | | |
| 10/7/2016 | 0.24 | 7.5 | 22.2 | | | | | 8.1 | 7.1 | | | | |
| 10/8/2016 | 0.40 | 7.4 | 22.9 | | | | | 9.2 | 8.1 | | | | |
| 10/9/2016 | 0.45 | 7.6 | 21.7 | | | | | 9.1 | 8.3 | | | | |
| 10/10/2016 | 0.19 | 7.4 | 21.2 | | | | | 8.7 | 7.4 | | | | |
| 10/11/2016 | 0.18 | 7.5 | 21.4 | 3.00 | 2.09 | | | 8.2 | 8.1 | | | | |
| 10/12/2016 | 0.20 | 7.5 | 21.5 | 2.00 | 1.54 | | | 7.5 | 7.2 | | | | |
| 10/13/2016 | 0.27 | 7.3 | 21.2 | 1.00 | 1.01 | | | 7.5 | 7.2 | | | | |
| 10/14/2016 | 0.30 | 7.1 | 20.7 | | | | | 7.9 | 7.7 | | | | |
| 10/15/2016 | 0.23 | 7.5 | 20.8 | | | | | 7.9 | 7.2 | | | | |
| 10/16/2016 | 0.23 | 7.3 | 21.1 | | | | | 7.7 | 7.1 | | | | |
| 10/17/2016 | 0.24 | 7.4 | 20.8 | | | | | 7.9 | 7.7 | | | | |
| 10/18/2016 | 0.25 | 7.0 | 24.3 | 0.00 | 0.00 | | | 8.5 | 7.6 | 1.41 | 0.46 | 0.44 | 1.87 |
| 10/19/2016 | 0.31 | 7.0 | 21.8 | 0.00 | 0.00 | | | 8.3 | 8.8 | | | | |
| 10/20/2016 | 0.28 | 6.8 | 22.3 | 0.00 | 0.00 | | | 8.7 | 7.2 | | | | |
| 10/21/2016 | 0.27 | 7.2 | 22.7 | | | | | 8.3 | 7.8 | | | | |
| 10/22/2016 | 0.21 | 7.5 | 22.2 | | | | | 9.3 | 8.1 | | | | |
| 10/23/2016 | 0.20 | 7.3 | 21.4 | | | | | 8.8 | 8.3 | | | | |
| 10/24/2016 | 0.27 | 7.5 | 21.3 | | | | | 8.8 | 8.0 | | | | |
| 10/25/2016 | 0.34 | 7.6 | 21.2 | 1.00 | 1.28 | | | 9.2 | 8.7 | | | | |
| 10/26/2016 | 0.29 | 7.6 | 20.3 | 2.00 | 2.18 | | | 9.1 | 8.4 | | | | |
| 10/27/2016 | 0.22 | 7.6 | 20.5 | 1.00 | 0.83 | | | 8.1 | 8.0 | | | | |
| 10/28/2016 | 0.23 | 7.4 | 20.2 | | | | | 7.9 | 8.3 | | | | |
| 10/29/2016 | 0.23 | 7.3 | 19.4 | | | | | 8.0 | 8.5 | | | | |
| 10/30/2016 | 0.21 | 7.4 | 22.4 | | | | | 8.1 | 8.3 | | | | |
| 10/31/2016 | 0.20 | 7.6 | 20.2 | | | | | 8.8 | 8.6 | | | | |
| Minimum | 0.18 | 6.8 | 19.4 | 0.00 | 0.00 | 0.00 | 0.00 | 7.5 | 7.1 | 1.41 | 0.46 | 0.44 | 1.87 |
| Maximum | 0.48 | 7.6 | 24.3 | 3.00 | 2.18 | 0.00 | 0.00 | 9.4 | 8.8 | 1.44 | 1.54 | 2.05 | 2.98 |
| Total | 8.49 | 227.3 | 667.7 | 11.00 | 9.68 | 0.00 | 0.00 | 260.8 | 243.4 | 2.85 | 2.00 | 2.49 | 4.85 |
| Average | 0.27 | 7.3 | 21.5 | 0.92 | 0.81 | 0.00 | 0.00 | 8.4 | 7.9 | 1.43 | 1.00 | 1.25 | 2.43 |
| Geo Mean | 0.26 | 7.3 | 21.5 | 1.23 | 1.16 | 1.00 | 1.00 | 8.4 | 7.8 | 1.42 | 0.8 | 0.95 | 2.36 |

Berryville STP Monthly DMR Data

October 2016

| Date | Eff Total N
KG/D | Eff Total P
mg/l | Eff Total P
KG/D | E-Coli
No/100ml |
|------------|---------------------|---------------------|---------------------|--------------------|
| 10/1/2016 | | | | |
| 10/2/2016 | | | | |
| 10/3/2016 | | | | |
| 10/4/2016 | 3.98 | 0.01 | 0.01 | 1 |
| 10/5/2016 | | | | |
| 10/6/2016 | | | | |
| 10/7/2016 | | | | |
| 10/8/2016 | | | | |
| 10/9/2016 | | | | |
| 10/10/2016 | | | | |
| 10/11/2016 | | | | 1 |
| 10/12/2016 | | | | |
| 10/13/2016 | | | | |
| 10/14/2016 | | | | |
| 10/15/2016 | | | | |
| 10/16/2016 | | | | |
| 10/17/2016 | | | | |
| 10/18/2016 | 1.79 | 0.01 | 0.01 | 1 |
| 10/19/2016 | | | | |
| 10/20/2016 | | | | |
| 10/21/2016 | | | | |
| 10/22/2016 | | | | |
| 10/23/2016 | | | | |
| 10/24/2016 | | | | |
| 10/25/2016 | | | | 1 |
| 10/26/2016 | | | | |
| 10/27/2016 | | | | |
| 10/28/2016 | | | | |
| 10/29/2016 | | | | |
| 10/30/2016 | | | | |
| 10/31/2016 | | | | |
| Minimum | 1.79 | 0.01 | 0.01 | 1 |
| Maximum | 3.98 | 0.01 | 0.01 | 1 |
| Total | 5.77 | 0.02 | 0.02 | 4 |
| Average | 2.89 | 0.01 | 0.01 | 1 |
| Geo Mean | 2.67 | 0.01 | 0.01 | 1 |



Berryville Annual InSight Report

Date: 9/26/2016

From: Jeny Chacko - GE Water & Process Technologies

To: David Tyrrell, Jeff Cappel - Town of Berryville

cc: Phil Lander, Al Farrell, Jason Diamond, Rob Williams, Tejmeen Sandhu- 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



Long Term Outlook Summary

This report looks at the performance of the four UF trains at Berryville WWTP during the last 12 months. Overall membrane performance was excellent in relax mode at an average production flux of 7-8 gfd. Flows peaked maximum monthly flows at 1.25 MGD earlier in February this year. Membrane performance was satisfactory at higher flows.

Based on current performance, plant should have no issues meeting higher demand in the coming year as well.

To ensure membranes are in top shape, I recommend performing visual membrane inspections after the next round of recovery cleans. Further details regarding membrane inspection is outlined on the last page of this report.

Site had issues with rusty metal shavings from the permeate pump earlier this year. This seems to have subsided since and did not have any adverse impact on membrane performance. Please notify GE if any rust build-up is noticed in the future.

Membrane and Cleaning Performance

Permeability is the ratio of flux to TMP and is an indicator of the efficiency of the membranes; the higher the membrane permeability, lower the amount of energy required to produce permeate, greater the efficiency. Because temperature can greatly affect membrane performance due to variations in water viscosity, a temperature correction factor is applied to permeability to account for changes in viscosity.

Temperature corrected permeability during production was excellent on Trains 1-4. Permeability was >24 gfd/psi majority of the time which is well above the warning limit of 4 gfd/psi, the point at which membranes are susceptible to severe membrane fouling.

Site has been performing weekly hypo and acid maintenance cleans and recovery cleans every six months which has helped maintain peak membrane performance. I also recommend performing membrane inspections after the next round of recovery cleans to visually assess membrane health. Please forward pictures from the membrane inspection to GE. Please check aeration patterns every quarter to ensure membranes are being uniformly aerated.

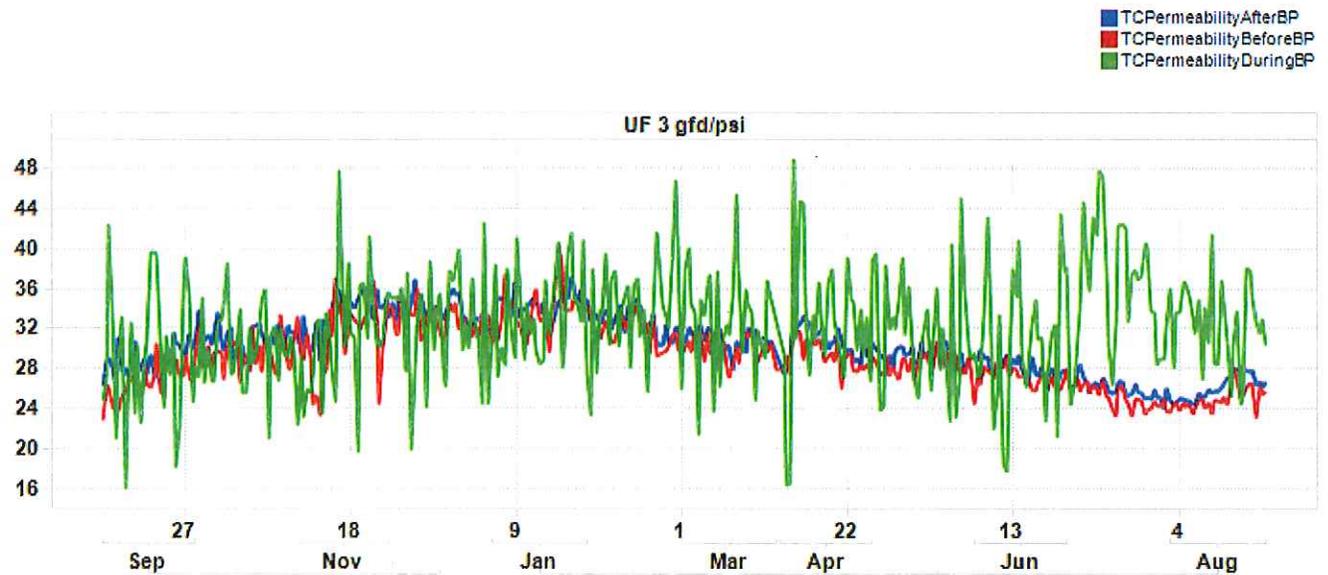
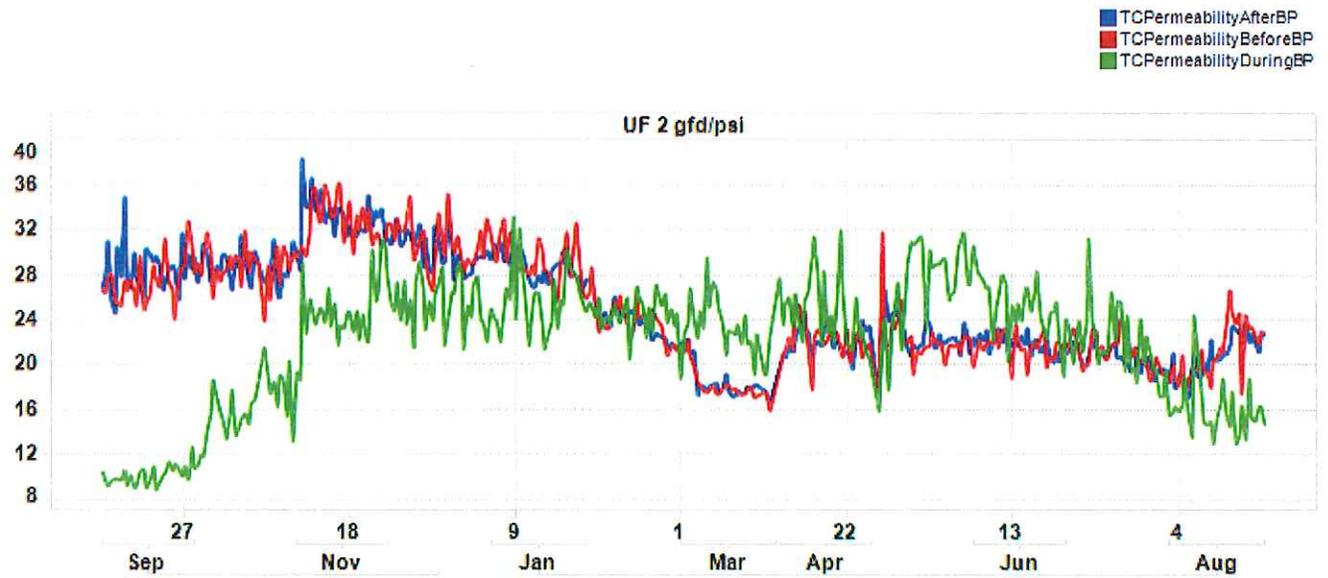
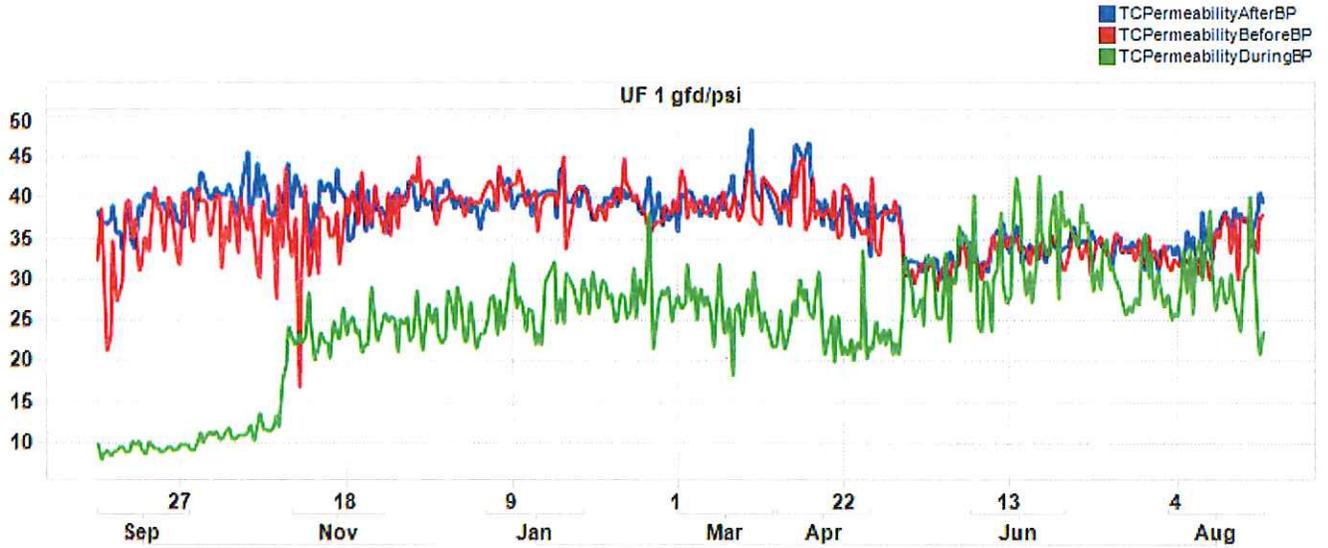
Monthly Average by Train

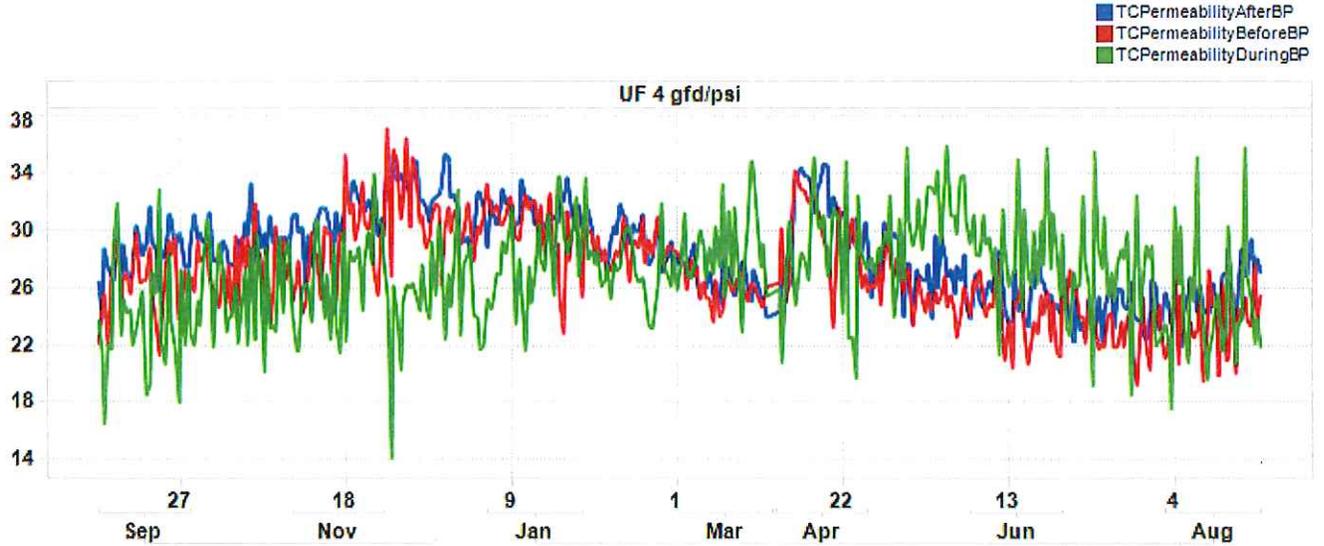
| KPI Parameters | Assets | 2015 | | | | | | | | | | | | 2016 | | | | | | | | | | | |
|--------------------------------|--------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| | | 2015 | | | | | | | | | | | | 2016 | | | | | | | | | | | |
| | | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug |
| TCPermeabilityBeforeBP gfd/psi | UF 1 | 34.75 | 36.91 | 36.23 | 39.99 | 40.58 | 39.11 | 39.50 | 38.76 | 33.39 | 33.61 | 33.63 | 33.91 | 34.75 | 36.91 | 36.23 | 39.99 | 40.58 | 39.11 | 39.50 | 38.76 | 33.39 | 33.61 | 33.63 | 33.91 |
| | UF 2 | 27.47 | 28.74 | 32.68 | 30.76 | 29.36 | 23.94 | 18.23 | 22.23 | 22.15 | 21.60 | 21.13 | 21.08 | 27.47 | 28.74 | 32.68 | 30.76 | 29.36 | 23.94 | 18.23 | 22.23 | 22.15 | 21.60 | 21.13 | 21.08 |
| | UF 3 | 26.68 | 29.45 | 31.24 | 32.79 | 33.64 | 31.77 | 29.83 | 29.30 | 28.50 | 27.18 | 25.15 | 25.00 | 26.68 | 29.45 | 31.24 | 32.79 | 33.64 | 31.77 | 29.83 | 29.30 | 28.50 | 27.18 | 25.15 | 25.00 |
| | UF 4 | 26.12 | 27.32 | 28.74 | 31.25 | 30.22 | 28.89 | 26.10 | 29.26 | 25.97 | 24.25 | 23.32 | 23.51 | 26.12 | 27.32 | 28.74 | 31.25 | 30.22 | 28.89 | 26.10 | 29.26 | 25.97 | 24.25 | 23.32 | 23.51 |

Max
Min



GE Water & Process Technologies – Performance Report



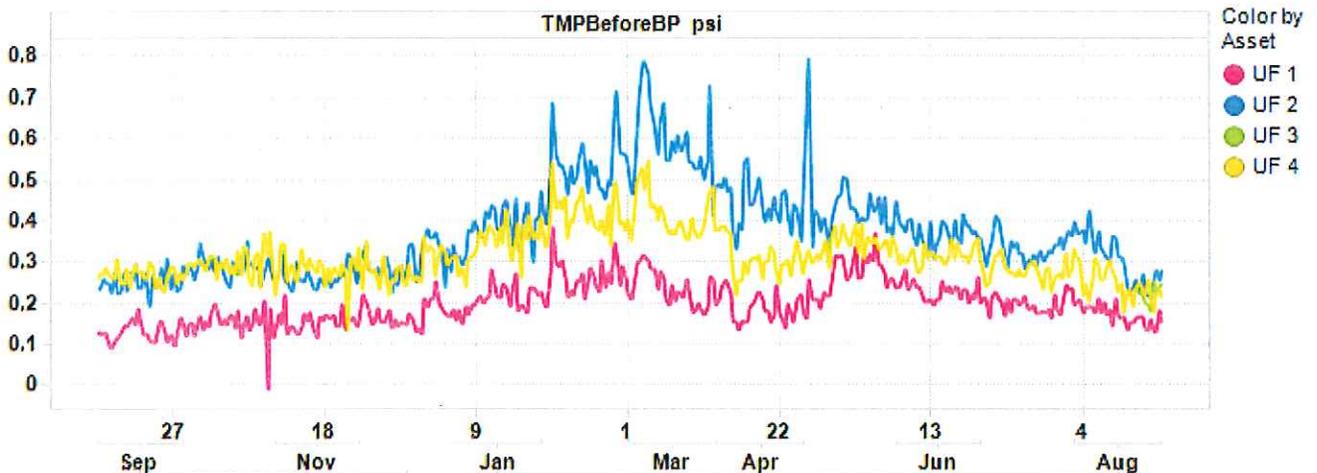


Before BPTMP Trend

Transmembrane pressure (TMP) is the amount of vacuum required to draw water through the membranes. As membranes foul, more energy is required to draw water through the pores; therefore, TMP is used as an indicator of membrane performance and fouling. TMP is temperature dependent and is expected to go up as temperatures drop.

Production TMPs were well below TMP control limits. Looking at historical trends, TMPs are usually the highest in February / early March due to higher flows and seasonally lower temperatures at this time of the year. Production TMPs have generally stayed within the 0-1 psi range in the last 4 years.

| KPI Parameters | Assets | 2015 | | | | | 2016 | | | | | | |
|-----------------|--------|------|------|------|------|------|------|------|------|------|------|------|------|
| | | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug |
| TMPBeforeBP psi | UF 1 | 0.13 | 0.15 | 0.15 | 0.17 | 0.21 | 0.26 | 0.24 | 0.19 | 0.27 | 0.23 | 0.20 | 0.17 |
| | UF 2 | 0.25 | 0.29 | 0.26 | 0.30 | 0.38 | 0.53 | 0.59 | 0.44 | 0.43 | 0.37 | 0.33 | 0.30 |
| | UF 3 | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | 0.22 |
| | UF 4 | 0.27 | 0.30 | 0.28 | 0.28 | 0.34 | 0.42 | 0.42 | 0.30 | 0.34 | 0.32 | 0.28 | 0.25 |



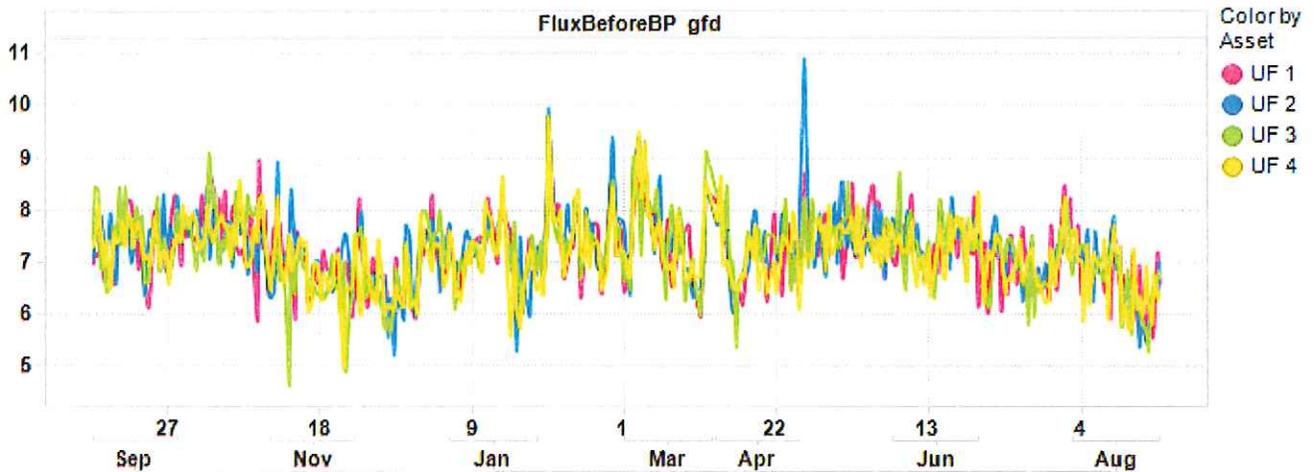


Monthly Averages by Train

Flux is permeate flow rate per unit of membrane surface area (gallons per square foot/ gfd) and is used to indicate how “hard” the membranes are operated. The design instantaneous average daily flux for Berryville WWTP is 4.09 gfd and the maximum Daily Flux is 12.23 gfd with all trains running. Trains operated at ~ 7-8 gfd which is roughly 70% of the design maximum average daily flux. Average production flux declined by 10% compared to flux in 2015.

Trains were in production for <50% of the time.

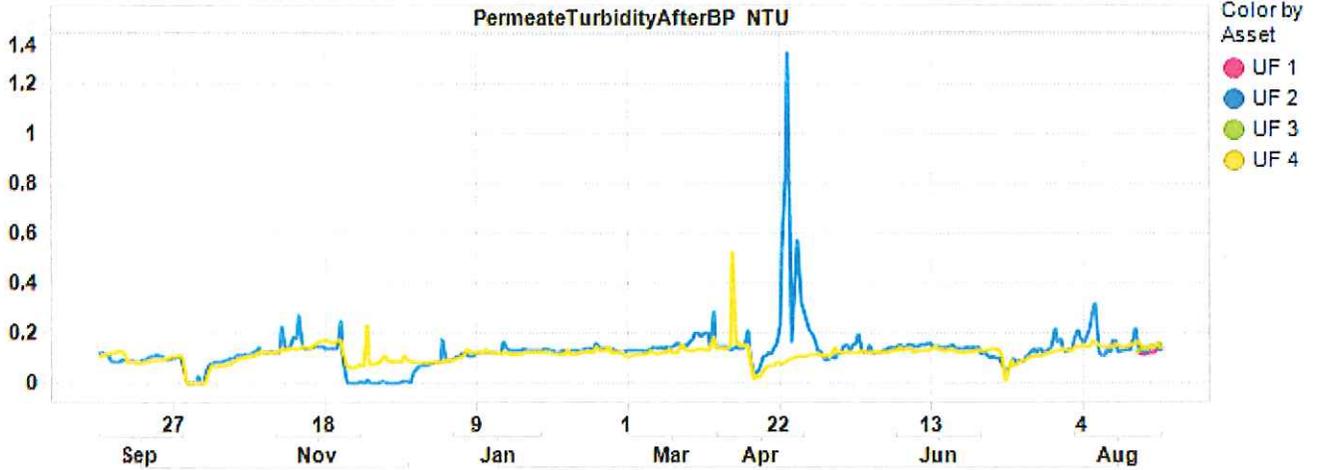
| KPI Parameters | Assets | 2015 | | | | 2016 | | | | | | | |
|------------------|--------|------|------|------|------|------|------|------|------|------|------|------|------|
| | | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug |
| FluxBeforeBP gfd | UF 1 | 7.33 | 7.62 | 6.85 | 6.81 | 7.20 | 7.60 | 7.41 | 7.06 | 7.64 | 7.30 | 7.05 | 6.64 |
| | UF 2 | 7.43 | 7.49 | 7.03 | 6.86 | 7.15 | 7.80 | 7.59 | 7.18 | 7.63 | 7.47 | 7.02 | 6.69 |
| | UF 3 | 7.47 | 7.68 | 6.59 | 6.84 | 7.09 | 7.56 | 7.54 | 7.20 | 7.63 | 7.40 | 6.97 | 6.65 |
| | UF 4 | 7.36 | 7.62 | 6.83 | 6.68 | 7.03 | 7.49 | 7.50 | 7.10 | 7.45 | 7.31 | 6.94 | 6.68 |



Water Quality and Membrane Integrity

Permeate quality over the last year was excellent with average permeate turbidity readings at < 0.2 NTU. There were one or two instances where turbidity readings spiked to >1 NTU due to instrument error.

| KPI Parameters | Assets | 2015 | | | | 2016 | | | | | | | |
|-------------------------------|--------|------|------|------|------|------|------|------|------|------|------|------|------|
| | | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug |
| PermeateTurbidity AfterBP NTU | UF 1 | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | 0.13 |
| | UF 2 | 0.10 | 0.08 | 0.13 | 0.04 | 0.13 | 0.13 | 0.16 | 0.24 | 0.14 | 0.15 | 0.12 | 0.16 |
| | UF 3 | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | 0.15 |
| | UF 4 | 0.10 | 0.07 | 0.13 | 0.09 | 0.12 | 0.12 | 0.13 | 0.11 | 0.12 | 0.13 | 0.11 | 0.15 |

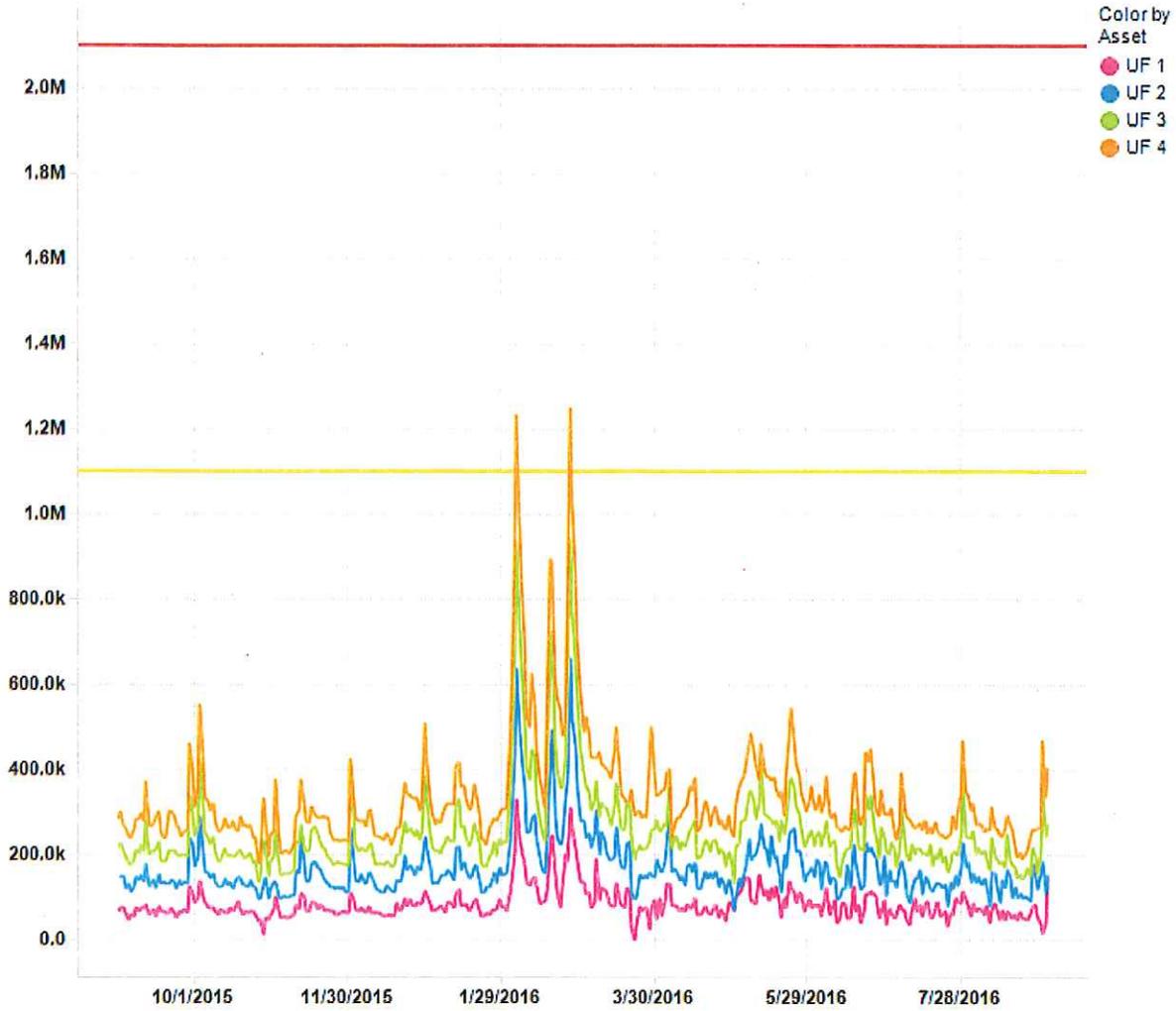


Plant Production

| KPI Parameters | Assets | 2015 | | | | | | | | | | | | 2016 | | | | | | | | | | | |
|----------------------------|--------|--------|--------|--------|--------|--------|---------|---------|--------|---------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|--------|---------|--------|--------|--------|
| | | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug |
| TotalPermeateFlowDaily gal | UF 1 | 70.59k | 70.11k | 71.42k | 76.93k | 77.87k | 168.65k | 87.88k | 77.59k | 106.65k | 79.21k | 71.83k | 63.82k | 70.59k | 70.11k | 71.42k | 76.93k | 77.87k | 168.65k | 87.88k | 77.59k | 106.65k | 79.21k | 71.83k | 63.82k |
| | UF 2 | 72.62k | 71.95k | 64.59k | 77.42k | 75.36k | 169.54k | 106.69k | 77.56k | 84.62k | 80.00k | 69.71k | 68.25k | 72.62k | 71.95k | 64.59k | 77.42k | 75.36k | 169.54k | 106.69k | 77.56k | 84.62k | 80.00k | 69.71k | 68.25k |
| | UF 3 | 70.65k | 72.74k | 64.77k | 78.61k | 77.93k | 172.66k | 91.82k | 75.76k | 100.63k | 81.07k | 75.48k | 69.09k | 70.65k | 72.74k | 64.77k | 78.61k | 77.93k | 172.66k | 91.82k | 75.76k | 100.63k | 81.07k | 75.48k | 69.09k |
| | UF 4 | 72.63k | 72.48k | 64.56k | 70.37k | 77.24k | 164.40k | 103.65k | 74.94k | 99.40k | 80.44k | 70.34k | 69.64k | 72.63k | 72.48k | 64.56k | 70.37k | 77.24k | 164.40k | 103.65k | 74.94k | 99.40k | 80.44k | 70.34k | 69.64k |



GE Water & Process Technologies – Performance Report



Average Daily permeate flow from 9/1/2015 to 8/31/2016 is 339.6k gal with a maximum daily flow of 1.3M gal.

Monthly Averages

■ Max
□ Min

| KPI Parameters | Assets | 2015 | | | | | 2016 | | | | | | |
|--------------------|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug |
| PermeateTemper... | UF Plant | 71.43 | 62.13 | 53.36 | 48.81 | 40.89 | 39.69 | 45.66 | 51.73 | 56.18 | 65.74 | 72.57 | 75.60 |
| TotalPermeateFl... | UF Plant | 286.... | 287.... | 265.... | 303.... | 308.... | 675.... | 390.... | 305.... | 391.... | 320.... | 287.... | 270.... |



Preventive maintenance & regular inspections recommended for MBR systems

- We recommend a visual inspection of the membranes be carried out following the next round of recovery cleans. Inspections should be repeated regularly on the same cassette at least twice a year. This cassette, known as the “indicator cassette,” acts as a sample for the entire train, eliminating the need to inspect each individual cassette
- Before the cassette is removed from the membrane tank for inspection, perform a visual examination of the aeration pattern with the water level within the membrane tank 7.62 - 10.16 cm (3 - 4 in.) above the top of the cassette. While the cassette is being aerated, a rectangular bubble pattern should be visible on the surface of the water directly above it. Note any inconsistencies, including insufficient or imbalanced air distribution.
- Inspect the aerator tubes and clear any blockage found in the aeration tubes. Note the location of plugged or clogged aeration tubes
- Please ensure that the fibers have sufficient slack for optimum membrane air scouring during operation. A module with taut fibers may not perform well because the random motion of the fibers during aeration is critical to the filtration efficiency of the membranes
- Take full-length photographs of all four sides of the cassette. Note any solids accumulation patterns and excessive solids accumulation or debris (example: twigs, leaves). Please forward pictures to a GE Water process analyst.
- To prevent the trash accumulation, there are 3 routine inspections recommended (please refer to your O&M):
 - Sieve test: 1/month. Regular sieve tests on the mixed liquor are used to quantify the amount of material in your mixed liquor and to quantify and monitor the effectiveness of the screening overtime
 - Screen Inspection: 1/month. Actions should be taken to maintain or repair the leaks/damages when/if needed. Blinding tests can also be performed to identify leaks or bypass
 - Membrane and aerator Inspection: 1/month. If there is trash accumulation, it should be gently removed using the proper PPE and any aerator accumulation can be removed with a hose/water jet.
- Please note membrane life is tied to good screening, good overall system maintenance and operation, and proper regular cleaning (MCs and RCs). We estimate that poor screening and screening bypass is the leading cause of membrane failure. If poor screening and screening bypass are allowed to worsen, it can cause trash and hair bundle accumulation overtime and lead to sludged membranes and increased stress on cassettes and modules. Depending on the amount of trash accumulated, you might see the following:
 - Abrasion (rubbing) due to excess grit. Permeate quality may be affected if membranes leak due to abrasion from trash accumulated
 - Complete break of outer edge module due to “sail” effect
 - Vibration leading to rubbing wear of plastic components
 - Aeration tube or leap aerator blockage (MLSS also a factor)

Contract Expiry Date : 09/26/2018

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 11

Report of the Department of Public Works

November 02, 2016

Our water line up-grade on Academy Court went well. All the required pipe work and trench restorations have been completed. Our asphalt contractor has completed the up-grade of the cul-de-sac. In the spring we will have a contractor mill and apply two inches top coat asphalt on the Academy Court.

The water leak that Fluid Technologies identified was excavated and repaired last month. This leak was found to be on a ¾" galvanized line that was un-metered and used to serve a frost free yard hydrant.

The remaining two water services on Battletown Drive were installed by a private contractor last month. Public Works has started the process of disconnecting the old four inch water main located in behind the houses on Battletown Drive. This project will require us to do a scheduled water interruption and relocate two water laterals from the existing four inch main. This project is now under way and should be completed by November 5th.

We are in the process of servicing our snow plows and salt boxes. We have discovered an issue with one of our salt spreaders and it will need to go to Shade Equipment for repair. The shop foreman stated the repairs should be completed by the 7th of November.

Attachment 12

MINUTES
BERRYVILLE TOWN COUNCIL
PERSONNEL COMMITTEE
Berryville-Clarke County Government Center
Called Meeting
October 24, 2016
9:00 a.m.

Committee members: Present- Erecka Gibson, Chair; Patricia Dickinson; Harry Lee Arnold, Jr.
Staff: Keith Dalton, Town Manager; Desiree Moreland, Asst. Town Manager/Treasurer; Neal White, Chief of Police
Press: Cathy Kuehner, Winchester Star

1. Call to Order

Chair Gibson called the meeting to order at 9:01 a.m.

2. Discussion - Planning Commission: Terms of two members expire 11/13/16

The Committee discussed the expiration of the terms of Planning Commission members Doug Shaffer and Dale Barton in November. Chair Gibson and Mr. Arnold agreed that both Planning Commission members Doug Shaffer and Dale Barton should be reappointed given their excellent service, education, and experience. Ms. Dickinson stated that the Committee needs to look at other people because there are others who want to serve and if they are not permitted to serve then interest in serving on boards will diminish. The Committee agreed to recommend to Town Council the reappointment of Doug Shaffer and Dale Barton.

3. Discussion - Berryville Area Development Authority: Term of member expires on 11/13/16

After a brief discussion, the Committee agreed to recommend to the Town Council the reappointment of Allen Kitselman to the BADA.

4. Discussion - Board of Zoning Appeals: Vacancy

After a brief discussion the committee agree to recommend to the Town Council that they recommend Wilson Kirby for appointment to the BZA.

5. Discussion - Development of recommendations for appointment to the Town EDAC

Ms. Dickinson presented the following slate of individuals for appointment to the Town of Berryville Economic Development Advisory Committee:

Elizabeth Mock (Berryville Main Street appointed member)
Glen Poe
Ron Jones
Jerry Johnson
Kara Rodriguez

Mr. Arnold asked why this committee was necessary given the Town's involvement in the Clarke County EDAC. Ms. Dickinson stated that the Town Committee was similar but different and would examine issues not addressed by the County Committee. She added that the Town Council had already decided to

establish this committee therefore the discussion here was solely about the committee's membership. She said that because this was a newly established committee, the initial terms of the members would be staggered.

Mr. Arnold asked if a call for citizens interested in serving on the Town EDAC had been issued. Ms. Dickinson stated that it was known that the committee had been established by Town Council but that no further call had been made. She stated that she had no problem announcing that the Town Council was seeking citizens who were interested in serving in this capacity.

Mr. Arnold asked if the Committee intended to hold interviews for this board. Ms. Dickinson said that they could if they wanted to. Mr. Arnold stated that, if the Town is to have such a Committee, then it is very important to devote the time and energy necessary to appoint the membership. Chair Gibson agreed that talent should be sought and, if needed, interviews conducted prior to the committee issuing a recommendation to the Town Council.

The Committee agreed to meet next on November 22 at 9:00 a.m. The Committee directed the Town Manager to place a notice on the town's website regarding the Committee's call for citizens interested in serving on the Town EDAC. The Town Manager was also asked to provide the active talent bank forms to the Committee.

6. Discussion - Development of Market Basket for Salary Study

Chair Gibson recognized Mr. Dalton, the Town Manager. Mr. Dalton noted that staff had been requested to provide their thoughts on the "market basket" for a salary survey. He shared the list that he developed in concert with senior staff. He noted that such a survey will only go so far as job descriptions will vary significantly from jurisdiction to jurisdiction. Ms. Dickinson stated that the salaries and the specifics of the job description must be reviewed as a part of the analysis. Mr. Dalton stated that a consultant should be hired to perform this analysis along with the pay grade system sought by the committee. He noted that the time investment will be significant and that he foresees a situation where the results of such an analysis will be questioned because of staff's predisposition toward a particular conclusion. Mr. Arnold agreed, saying that this will be incredibly time consuming and should not be considered free because it is being performed by staff. Ms. Dickinson stated that she just wanted this analysis completed on senior staff, defined as the Town Manager, both Assistant Town Managers, the Chief of Police, the Director of Public Works, and the Director of Public Utilities. Mr. Dalton said that it was important to note that this push for salary information was good but if the political commitment was not made to fund the results then the process and the expense will be for naught. He stated that the resources should not be expended if Town Council was not committed to fund the results within a short period of time.

7. Discussion - Job Descriptions

Chair Gibson recognized the Town Manager who stated that this project has been delayed both by his workload and that of the Town Clerk. He noted that one job description was being re-written and was close to completion. Ms. Dickinson said that the salary survey portion their work can't be completed without updated job descriptions and that staff needed to focus on the senior staff descriptions.

8. Summary

Chair Gibson requested that staff keep focus on the updating of senior staff job descriptions. She also reiterated that the EDAC call needed to be placed on the website, and said the Committee recommends the appointment of Wilson Kirby to the BZA, the re-appointment of Allen Kitselman to the BADA, and the reappointment of Doug Shaffer and Dale Barton to the Planning Commission.

9. Adjourn

The meeting was adjourned at 9:58 a.m.

DRAFT MINUTES

Attachment 13

BERRYVILLE TOWN COUNCIL
MOTION TO RE-APPOINT H. ALLEN KITSELMAN
TO THE BERRYVILLE AREA DEVELOPMENT AUTHORITY

Date: November 8, 2016

Motion By:

Second By:

I move that the Council of the Town of Berryville re-appoint H. Allen Kitselman to the Berryville Area Development Authority for a three year term beginning November 14, 2016 and ending on November 13, 2019.

VOTE:

Aye:

Nay:

Absent/Abstain:

ATTEST: _____
Harry Lee Arnold, Jr., Recorder

Attachment 14

BERRYVILLE TOWN COUNCIL
MOTION TO RE-APPOINT DALE BARTON
TO THE BERRYVILLE PLANNING COMMISSION

Date: November 8, 2016

Motion By:

Second By:

I move that the Council of the Town of Berryville re-appoint Dale Barton to the Berryville Planning Commission for a four year term to begin November 13, 2016.

VOTE:

Aye:

Nay:

Abstain:

Absent:

ATTEST: _____
Harry Lee Arnold, Jr., Recorder

BERRYVILLE TOWN COUNCIL
MOTION TO RE-APPOINT DOUG SHAFFER
TO THE BERRYVILLE PLANNING COMMISSION

Date: November 8, 2016

Motion By:

Second By:

I move that the Council of the Town of Berryville re-appoint Doug Shaffer to the Berryville Planning Commission for a four year term to begin November 13, 2016.

VOTE:

Aye:

Nay:

Absent/Abstain:

ATTEST: _____

Harry Lee Arnold, Jr., Recorder

Attachment 15

BERRYVILLE TOWN COUNCIL
MOTION TO RECOMMEND APPOINTMENT
TO THE BERRYVILLE BOARD OF ZONING APPEALS

Date: November 8, 2016

Motion By:

Second By:

I move that the Council of the Town of Berryville recommend the following to the Clarke County Circuit Court:

Appointment of Wilson Kirby to the Town of Berryville Board of Zoning Appeals to fill an unexpired term ending June 12, 2017, with such term commencing upon approval by the Court.

VOTE:

Aye:

Nay:

Abstain:

Absent:

ATTEST: _____
Harry Lee Arnold, Jr., Recorder