

**BERRYVILLE TOWN COUNCIL
MEETING AGENDA
Regular Meeting
Berryville-Clarke County Government Center
101 Chalmers Court, Second Floor
Main Meeting Room
Tuesday, December 13, 2016
7:30 p.m.**

| <u>Item</u> | <u>Attachment</u> |
|---|-------------------|
| 1. Call to Order – Patricia Dickinson, Mayor | |
| 2. Pledge of Allegiance | |
| 3. Approval of Agenda | |
| 4. Public Hearings- | |
| A.C. Echols, Trustee, is requesting Proffer Amendments to revise Proffers approved August 9, 2009 in order to increase the number of senior multifamily from 60 units to 120 units on an +/- 11 acre parcel identified as Tax Map Parcel number 14-5-251B zoned OPR Older Person Residential. | 1↓ |
| 5. Approval of Minutes | |
| November 8, 2016 Regular Meeting | 2 |
| 6. Citizens' Forum | |
| 7. Report of Patricia Dickinson, Mayor | |
| 8. Report of Harry Lee Arnold, Jr., Recorder | |
| Nursing Homes and Assisted Care Facilities | 3 |
| 9. Report of Christy Dunkle, Asst. Town Manager for Community Development | |
| Planning Department Monthly Report | 4↓ |
| 10. Report of Keith Dalton, Town Manager | |
| Recognition of service | |
| 11. Report of H. Allen Kitzelman, III - Berryville Area Development Authority Liaison | |

| <u>Item</u> | <u>Attachment</u> |
|--|-----------------------------|
| 12. Report of Erecka Gibson – Chair, Budget and Finance Committee | |
| Approval of Committee Meeting Minutes – 11/22/16 | 5 |
| Wastewater Treatment Plant membrane pre-purchase | 6↓ |
| Report of Desiree Moreland, Treasurer | 7 |
| 13. Report of Donna McDonald – Chair, Community Improvements Committee | |
| 14. Report of David Tollett- Planning Commission Liaison | |
| 15. Report of David Tollett – Chair, Police and Security Committee | |
| Approval of Committee Meeting Minutes-11/21/16 | 8 |
| Report of Neal White, Chief of Police | 9 |
| 16. Report of Patricia Dickinson – Chair, Streets and Utilities Committee | |
| Public Utilities Director’s Report | 10 |
| Public Works Director’s Report | 11 |
| 17. Report of Patricia Dickinson – Chair, Personnel Committee | |
| 18. Other | |
| Officials authorized to expend town funds | 12 |
| 19. Closed Session – | No closed session scheduled |
| 20. Adjourn | |

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

Attachment 1

BERRYVILLE TOWN COUNCIL
Public Hearing – Proffer Amendments
December 13, 2016

A.C. Echols, Trustee, is requesting Proffer Amendments to revise Proffers approved August 9, 2009 in order to construct 120 multifamily units on the +/- 11 acre parcel identified as Tax Map Parcel number 14-5-251B zoned OPR Older Person Residential.

Public hearing notices were published in the Winchester Star on Tuesday, November 29 and Tuesday, December 6, 2016. No comments were received in the Planning Office.

Mr. Echols' original proffers were approved as part of an application for 60 multifamily senior units that were approved with conditions as a Special Permit use in August of 2009. A copy of the approved proffers and a portion of the August 9, 2009 Town Council minutes relevant to the request are included with this staff report.

Mr. Echols would like to amend the proffers in order to construct a 120-unit multifamily senior income restricted independent living facility. Text amendments to Section 614 of the Berryville Zoning Ordinance made by Town Council at their October 11, 2016 meeting enables the applicant to construct 60 additional units than the original proffer identified.

November 8, 2016 Staff Report

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

Discuss at the meeting. A motion is attached.

11.29.16
12.6.16

WINGFIELD STAR

Special Notices 107 **Special Notices 107**

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

The Berryville Town Council will hold the following public hearing at 7:30 p.m., or as soon after as this matter may be heard, on **Tuesday, December 13, 2016**, in the Main Meeting Room, Second Floor, of the Berryville/Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the following:

A.C. Echols, Trustee, is requesting Proffer Amendments to revise Proffers approved August 9, 2009 in order to increase the number of senior multifamily from 60 units to 120 units on an +/- 11 acre parcel identified as Tax Map Parcel number 14-5-251B zoned OPR Older Person Residential.

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

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

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

BERRYVILLE TOWN COUNCIL
Public Hearing – Proffer Amendments
December 13, 2016

**Original Proffer Statement approved by
Town Council on August 9, 2009**

A PROPOSED PROFFER STATEMENT FOR BOTH A REZONING AND A "SPECIAL USE PERMIT"
 PERMITTING 60 MULTI-FAMILY UNITS IN THE OLDER PERSON RESIDENTIAL (OPR) ZONE

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

PROPERTY: 12.31760 acres
Tax Map Parcel 14- 5-251B ("the Property")

SPECIAL USE PERMIT: 4.34 acres Preliminary Site Development Plan

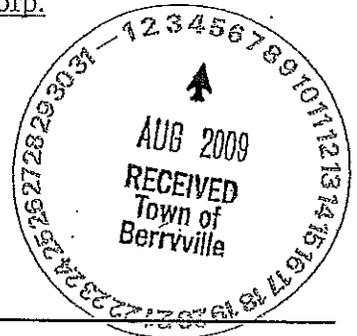
RECORD OWNER: A. C. Echols, Jr., Trustee of the Battlefield Center Trust ("Owner")

APPLICANT: Virginia United Methodist Housing Development Corp.

PROJECT NAME: "Robert Regan House"

ORIGINAL DATE OF PROFFERS: May 4, 2009

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



The Recorded Owner hereby proffers that the use and development of the subject property ("Property"), as identified above, shall be in strict conformance with the following conditions, which shall supersede all other proffers that may have been made prior hereto. In the event that the above referenced "Rezoning" and "Special Use Permit" is not granted as applied for by the applicant ("Applicant") these proffers shall be deemed withdrawn and shall be null and void. Further, these proffers are contingent upon a final "Rezoning" with "Special Use Permit" approving 60 Multi-family units on the Property with a final "Rezoning" with "Special Use Permit" defined as that Rezoning with "Special Use Permit" which is in effect on the day following the last day upon which the Town of Berryville ("Town's") decision granting the "Rezoning" with "Special Use Permit" shall include the day following entry of a final court order affirming the decision of the Town which has not be appealed, or, if appealed, the day following which the decision has been affirmed on appeal.

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 "Applicant" and "Recorded Owner" as referenced herein shall include within its meaning all future owners and successors 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 "Robert Regan House" Master Development Plan" dated June 26, 2009, 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, pursuant to an approved Special Use Permit, shall not exceed sixty (60) units and shall be limited to an area containing 4.34 +/- acres subject to revisions which may be approved by the Town in final Site Plan review, as delineated on a Preliminary Site Plan submitted in conjunction with the Special Use Permit 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.

3.2 Neither the Owner nor the Applicant, nor their successors or assigns, shall seek any exemption for the Property from real estate taxation by classification or designation pursuant to Chapter 36 of Title 58.1 (Sec58.1-3600, et seq.) of the Code of Virginia, or otherwise, and further, the Owner, and the Owner's successors and assigns, shall pay the annual real estate tax as set forth in 3.1, above, notwithstanding any such exemption which may have been granted or obtained.

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. Reversion of Zoning

5.1 Unless extended by mutual consent of the Owner/Applicant and the Town of Berryville, if a building permit is not obtained by the Applicant before August 30th, 2011, for the construction of an older person residential structure on the Property, the OPR zoning on the Property shall revert to the existing B (11.37793 acres) and DR-4 (0.93967 acres) by motion adopted by Town Council, or, if Council shall elect to initiate a formal rezoning of the property after August 30th, 2011, the Owner and Applicant hereby irrevocably consent and waive any objection to the rezoning of the property to the existing B and DR-4 zoning.



002
7/29/09

6. Deed

6.1 Any deed conveying the Property, or any portion thereof, from the owner of the Property at the time of final rezoning, shall affix as an attachment and 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
A. C. Echols, Jr., Trustee of the
Battlefield Center Trust

STATE OF VIRGINIA, At-Large

~~CITY/COUNTY OF~~ Warre To-wit:

The foregoing document was acknowledged before me this 28th day of July, 2009 by: A. C. ECHOLS, JR., TRUSTEE OF THE BATTLEFIELD CENTER TRUST.

My Commission expires MY COMMISSION EXPIRES APRIL 30, 2011

[Signature]
NOTARY PUBLIC
Notary Registration No.: 223823

VIRGINIA UNITED METHODIST HOUSING DEVELOPMENT CORPORATION

By: J. Robert Regan, Jr. ✓

STATE OF VIRGINIA, At-Large

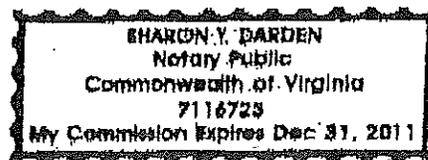
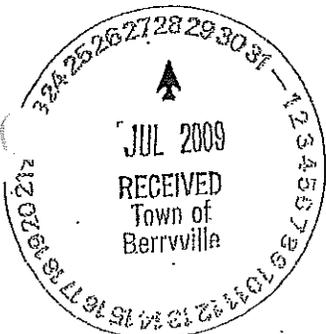
~~CITY/COUNTY OF~~ Orange To-wit:

The foregoing document was acknowledged before me this 28th day of July, 2009,

By: J. Robert Regan, Jr., on behalf of VIRGINIA UNITED METHODIST HOUSING DEVELOPMENT CORP.

My Commission expires 12-31-2011

[Signature]
NOTARY PUBLIC
Notary Registration No.: 7116723



Consideration of Public Hearing: Special Use Permit for Virginia United Methodist Housing Development Corp., Contract Purchaser, (A.C. Echols, Agent for Contract Purchaser)

Ms. Dunkle explained that staff is recommending some conditions for the approval of the Special Use Permit under consideration. Mayor Kirby said that the council has had ample opportunity to review these recommendations.

Council member Daniel asked Ms. Dunkle about the staff and BADA recommendation that roads be built to VDOT standards. She said that she wanted to be clear that just because the roads are built to VDOT standards doesn't mean that they may not be private roads.

Mayor Kirby said that this is a normal requirement that streets be built to VDOT standards and that McNeil, McClellan and Chamberlain are built to those standards.

Council member Daniel asked staff about the legal connection between the parcel under consideration and Chamberlain and McClellan, which were approved in the Mary Hardesty House site plan. Mr. Dalton said that McClellan and Chamberlain will provide access to the site. He said that the BADA reviewed the site plan and recommends that there be two means of access to the site, thus the Chamberlain connection.

Mayor Kirby said that when Mary Hardesty was developed it was in the county and the roads were built to VDOT standards but not taken into the state system because there were not three users on those roads. He said that asking that these roads be built to VDOT standards makes sure that they will qualify for VDOT maintenance. He said that is why the conditions are being considered.

Alton Echols spoke about the road access issue and how it would be a financial burden to build 400 feet of public road. Mayor Kirby said that the conditions would not require building 400 feet of public road and that all the town is asking for is 60 feet of public road to get to the emergency access. Alton Echols argued the point with the Mayor.

Council member Daniel asked if staff is holding the applicant to a higher standard of completing Chamberlain to VDOT standards when a driveway would be acceptable. Ms. Dunkle said that if Chamberlain is not extended then a landlocked parcel with no access to a VDOT standard road is created. Recorder Arnold said that a private driveway does not provide adequate emergency access because they are much rougher than roads that are built to VDOT standards.

The following motion was made by Recorder Arnold, seconded by Council member Russell:

WHEREAS, Council has rezoned over 12 acres for Older Person Residential use; and

WHEREAS, this Special Use Permit is to permit the construction of up to 60 multi-family older person residential units on the property; and

WHEREAS, the public, health, safety, and welfare and good planning practices indicate that the proposed 60 unit multi-family older person residential units should have two points of access to a public street; and

WHEREAS, the Master Development Plan attached as an exhibit to the Rezoning Proffer Statement indicates the future construction of townhouses on the 12 acre parcel; and

WHEREAS, it is appropriate and advisable to consider future potential development on the 12 acre parcel to assure that public street access will be sufficient upon development of the property in the future; and

WHEREAS, the Berryville Planning Commission, the Berryville Area Development Authority, and the Planning Staff have recommended that the property be served by an extension of Chamberlain Drive to Mosby Boulevard.; and

WHEREAS, the completion of existing Chamberlain Drive and existing McClellan Street was required by the approved site plan for Mary Hardesty House, but the construction of those streets in a condition to be acceptable by VDOT into the State system has not been completed.

NOW, THEREFORE, I hereby move that Special Use Permit 03-09 be approved with the Conditions set forth on the written statement of Conditions attached to the Staff Report to Council, and that the Conditions to be made a part of the minutes of this meeting.

VOTE:

Recorded Vote:

Ayes:

Wilson Kirby, Mayor
Harry Lee Arnold, Jr., Recorder
Mary Daniel
Lawrence Russell, III

Nays:

None

Absent During Vote:

Allen Kitselman

CONDITIONS TO SPECIAL USE PERMIT

SUP-03-09

TAX MAP PARCEL NO. 14-5-251B

The following conditions shall apply to the Special Use Permit on Tax Map Parcel No. 14-5-251B, containing 12.31760 acres (as shown on the Boundary Line Adjustment plat of Urban, Ltd., dated May 4, 2009 and approved by the Berryville Area Development Authority on May 27, 2009) ("the Property"):

1. The multi-family older person residential use of the property pursuant to this Special Use Permit shall be limited to the 4.34 acre portion of the Property as delineated on an approved final site plan submitted in conjunction with this Special Use Permit, and shall not exceed sixty (60) units.

2. Approval of a final site plan which is in accordance with these conditions of the Special Use Permit.

3. Recordation of the Boundary Line Adjustment plat approved by the Berryville Area Development Authority on May 27, 2009, which includes the Property.

4. Completion of the construction of existing Chamberlain Drive to the west side of its intersection with McClellan Street to bring it into conformity with Town requirements and Virginia Department of Transportation (VDOT) Secondary Street Acceptance Requirements (SSAR) and in a condition to be acceptable by VDOT into the State system.

5. Completion of the construction of existing McClellan Street to bring it into conformity with Town requirements and VDOT Secondary Street Acceptance Requirements (SSAR) and in a condition to be acceptable by VDOT into the State system.

6. Dedication and construction of Chamberlain Drive, as a public street, in conformity with Town requirements and VDOT Secondary Street Acceptance Requirements (SSAR) and in a condition to be accepted by VDOT into the State system, from its intersection with McClellan Street to 60 feet west of the west boundary of the access drive to the proposed multi-family older person residential units, at the intersection of the access drive with the north boundary of the 4.34 acre site.

7. No Certificate of Occupancy shall be issued for the multi-family older person residential units on the 4.34 acre portion of the Property until there has been compliance with Conditions 1-6, above.

8. No Certificate of Occupancy shall be issued for any structure on the Property, other than the multi-family older person residential structures located on the 4.34 acre site constructed pursuant to this Special Use Permit, until Chamberlain Drive is dedicated and constructed as a public street, in conformity with Town requirements and VDOT Secondary Street Acceptance Requirements (SSAR) and in a condition to be accepted by VDOT into the State system, from its point of completion pursuant to Condition 4, above, to Mosby Boulevard, in the approximate location of the "private driveway" shown on the Master Development Plan attached as an exhibit to the proffers on the rezoning of the Property to Older Person Residential (OPR).

Consideration of Public Hearing: Preliminary Site Development Plan for Virginia United Methodist Housing Development Corp., Contract Purchaser, (A.C. Echols, Agent for Contract Purchaser)

Ms. Dunkle said that a final site plan and fees will still be required. Mr. Dalton noted that this preliminary site plan doesn't comply with the conditions of the previously approved Special Use Permit.

The following motion was made by Recorder Arnold, seconded by Council member Daniel:

As the Preliminary Site Plan before Council does not comply with the Conditions on the approved Special Use Permit, I move that action on the Preliminary Site Plan be continued to give the Applicant an opportunity to revise the Preliminary Site Plan to conform to the Conditions on the Special Use Permit, or, in the alternative, to submit a Final Site Plan which conforms to Town ordinances and the Conditions on the approved Special Use Permit.

It was further moved that any revised Preliminary Site Plan or any Final Site Plan submitted be referred to the Berryville Area Development Authority for its review and recommendation with final determination made by Town Council.

VOTE:

Recorded Vote:

Ayes: Wilson Kirby, Mayor
Harry Lee Arnold, Jr., Recorder
Mary Daniel
Lawrence Russell, III

Nays: None

Absent During Vote: Allen Kitselman

Council member Kitselman returned to the meeting room at 9:05 p.m.

8. Report of the Town Manager – Keith Dalton

Update on Clarke County High School

Superintendent Mike Murphy and the school's engineer, Jon Erickson were present. Mr. Murphy gave a presentation on the new high school to the council. He spoke about entrance issues that are being discussed with VDOT. Mr. Dalton said that he noticed that Mr. Murphy said "if Mosby Boulevard is built" and that he wants to make it clear that Mosby Boulevard is an important part of the high school plan. Mr. Erickson then spoke about entrance construction issues.

There was then a discussion about the School Board's proposed use of Tom Whitacre Circle and entrance options.

The council discussed the Mosby Boulevard project with Mr. Erickson.

Mayor Kirby recognized Robina Bouffault from the Clarke County School Board. She said that the intent is to let the Town Council see the school plan but to also get the council's opinion about the use of Tom Whitacre Circle. Mr. Dalton said that the Town Council has not had a chance to discuss the implications of the request. Council member Kitselman said he is amenable to the use of Tom Whitacre Circle personally but that the details need to be considered. Council member Daniel said that there would need to be an agreement but that she is not hearing anyone on the council saying "no".

There was a discussion with Jon Erickson about alternate entrance scenarios if Tom Whitacre Circle wasn't used. Mayor Kirby asked how much interruption would occur to the temporary road when the construction of Mosby begins. Mr. Erickson said that is a construction phasing issue and that is why VDOT has suggested an entrance on existing Mosby. Such an entrance wouldn't be disturbed during the construction of Mosby, he said.

There was a discussion about the suggested access at the end of existing Mosby Boulevard. Mr. Dalton said that council and staff have not had time to review the plan. Council member Daniel said that she doesn't have a problem putting out for public

BERRYVILLE TOWN COUNCIL
Public Hearing – Proffer Amendments
December 13, 2016

Proffer Amendment Application
Submitted October 25, 2016

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.

Agent's

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: A.C. Echols, Jr. - Trustee 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: A.C. Echols, Jr. - Trustee

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:



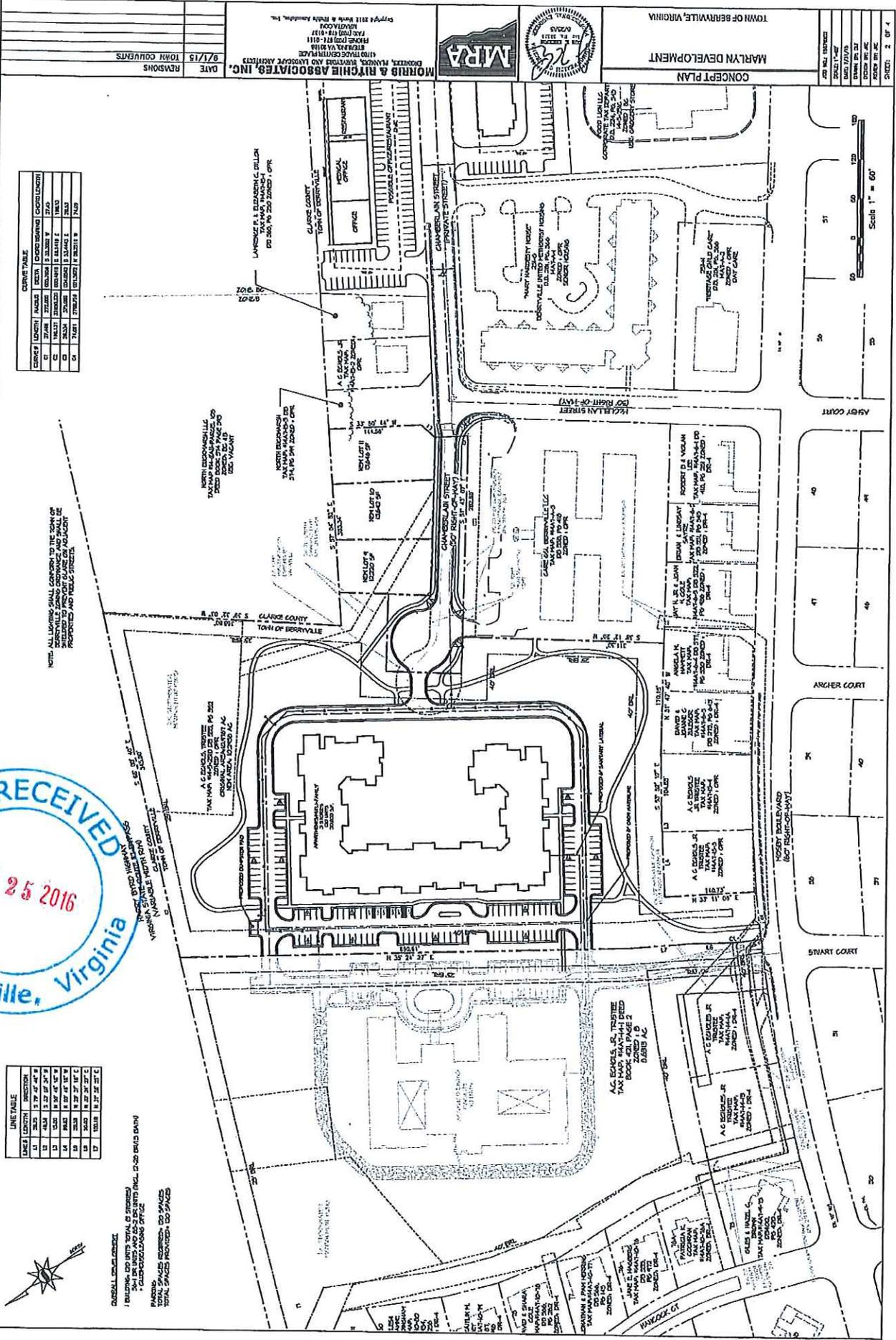
The foregoing document was acknowledged before me this _____ day of _____, 2016 by: A. C. ECHOLS, JR., TRUSTEE OF THE BATTLEFIELD CENTER TRUST.

My Commission expires _____

NOTARY PUBLIC

Notary Registration No: _____

Exhibit A



CURVE TABLE

| CURVE # | LENGTH | PIVOTAL | DATA | COORDINATES |
|---------|--------|---------|--------------------|-------------|
| C1 | 37.48 | 77.028 | 103.308 X 13.268 Y | 77.0 |
| C2 | 37.48 | 77.028 | 103.308 X 13.268 Y | 136.0 |
| C3 | 37.48 | 77.028 | 103.308 X 13.268 Y | 175.0 |
| C4 | 37.48 | 77.028 | 103.308 X 13.268 Y | 214.0 |

NOTE: ALL LOTTING SHALL CONFORM TO THE ZONING AND SUBDIVISION MAPS OF BERRYVILLE, VIRGINIA. ANY CHANGES TO THE ZONING OR SUBDIVISION MAPS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

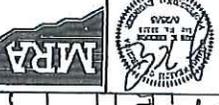
LINE TABLE

| LINE # | LENGTH | DESCRIPTION |
|--------|--------|--------------|
| 1 | 34.25 | 1.79' AT 44° |
| 2 | 43.24 | 1.52' AT 21° |
| 3 | 30.25 | 1.52' AT 65° |
| 4 | 30.25 | 1.52' AT 16° |
| 5 | 30.25 | 1.52' AT 27° |
| 6 | 30.25 | 1.52' AT 27° |
| 7 | 30.25 | 1.52' AT 27° |
| 8 | 30.25 | 1.52' AT 27° |

REVISIONS: 1. BOUNDARY LINE TOTALS & DISTANCES
2. BOUNDARY LINE TOTALS & DISTANCES
3. BOUNDARY LINE TOTALS & DISTANCES
4. BOUNDARY LINE TOTALS & DISTANCES
5. BOUNDARY LINE TOTALS & DISTANCES
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8. BOUNDARY LINE TOTALS & DISTANCES
9. BOUNDARY LINE TOTALS & DISTANCES
10. BOUNDARY LINE TOTALS & DISTANCES



MORRIS & NITCHE ASSOCIATES, INC.
DESIGNERS, ENGINEERS AND ARCHITECTS
1000 S.W. 1ST ST. BERRYVILLE, VA 22834
PHONE: (540) 833-1111
FAX: (540) 833-1112
Copyright 2016 Morris & Nitche Associates, Inc.



CONCEPT PLAN
MARLYN DEVELOPMENT
TOWN OF BERRYVILLE, VIRGINIA

Scale 1" = 60'
20' 30' 40' 50' 60' 70' 80' 90' 100' 110' 120' 130' 140' 150'

ARCHER COURT
STUART COURT
ASHBY COURT

ROBERT B. & VIGOR L. LEE, JR.
1000 S.W. 1ST ST. BERRYVILLE, VA 22834
PHONE: (540) 833-1111
FAX: (540) 833-1112

ANGELA K. BROWN & LINDSEY L. BROWN
1000 S.W. 1ST ST. BERRYVILLE, VA 22834
PHONE: (540) 833-1111
FAX: (540) 833-1112

A.C. BOWLES, JR.
1000 S.W. 1ST ST. BERRYVILLE, VA 22834
PHONE: (540) 833-1111
FAX: (540) 833-1112

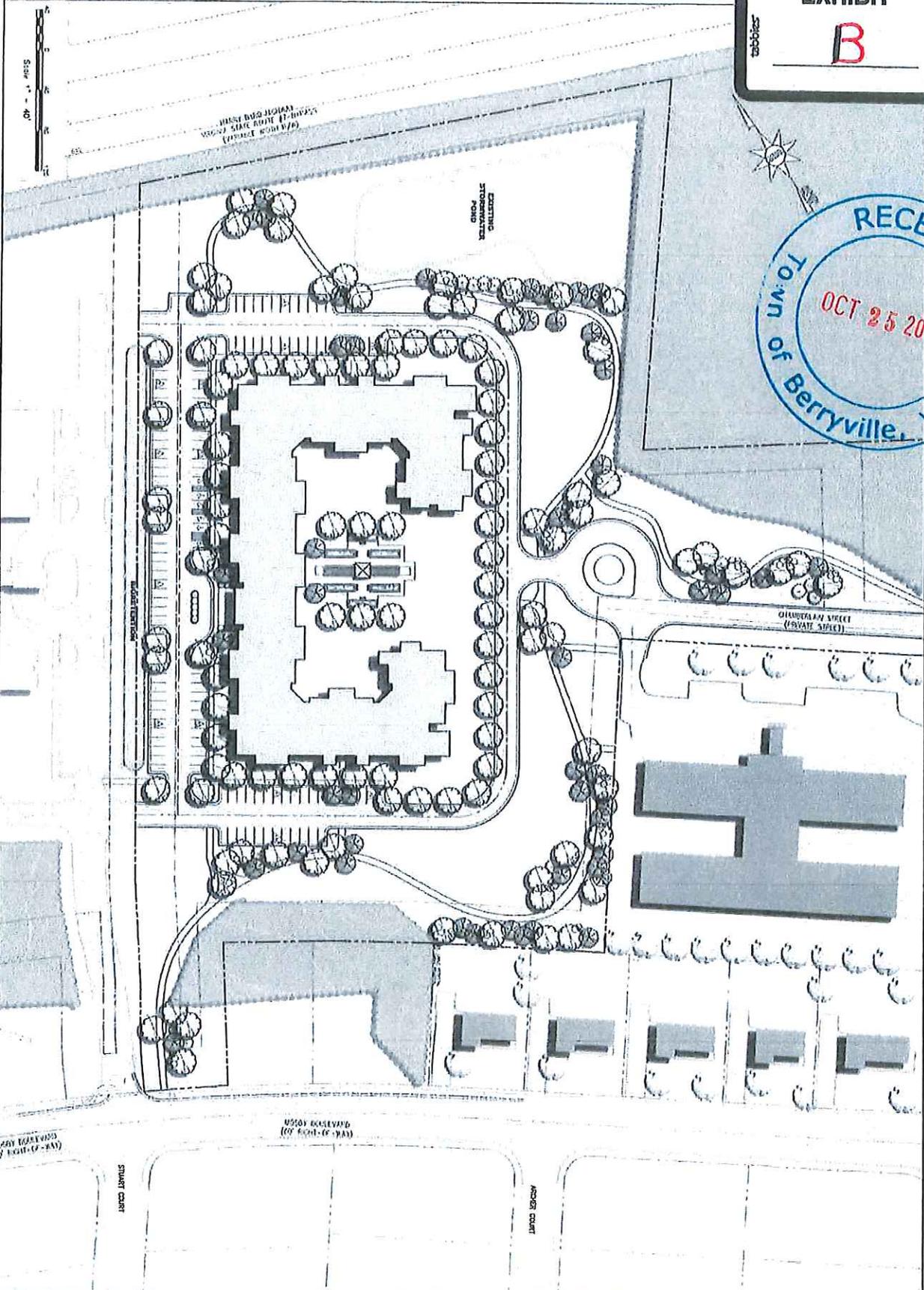
A.C. BOWLES, JR.
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1000 S.W. 1ST ST. BERRYVILLE, VA 22834
PHONE: (540) 833-1111
FAX: (540) 833-1112

EXHIBIT
B

RECEIVED
 OCT 25 2016
 Town of Berryville, Virginia



| | | | | | |
|--|---|--|--|------|-----------|
| SHEET NO. DATE DRAWN BY CHECKED BY APPROVED BY | LAYOUT PLAN SITE PLAN MARLYN | | MORRIS & RITCHIE ASSOCIATES, INC. ENGINEERS, PLANNERS, ARCHITECTS AND LANDSCAPE ARCHITECTS 4310 TRADE CENTER PLACE STERLING VA 20156 PHONE (703) 418-0144 FAX (703) 418-0157 MR@MRA.COM | DATE | REVISIONS |
| | 10/25/16 J. MORRIS J. MORRIS J. MORRIS | | | | |

Copyright 2016 Morris & Ritchie Associates, Inc.

A. C. ECHOLS JR REVOCABLE 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

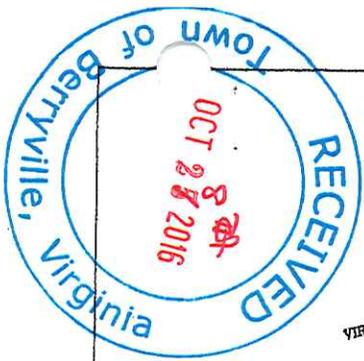
BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

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

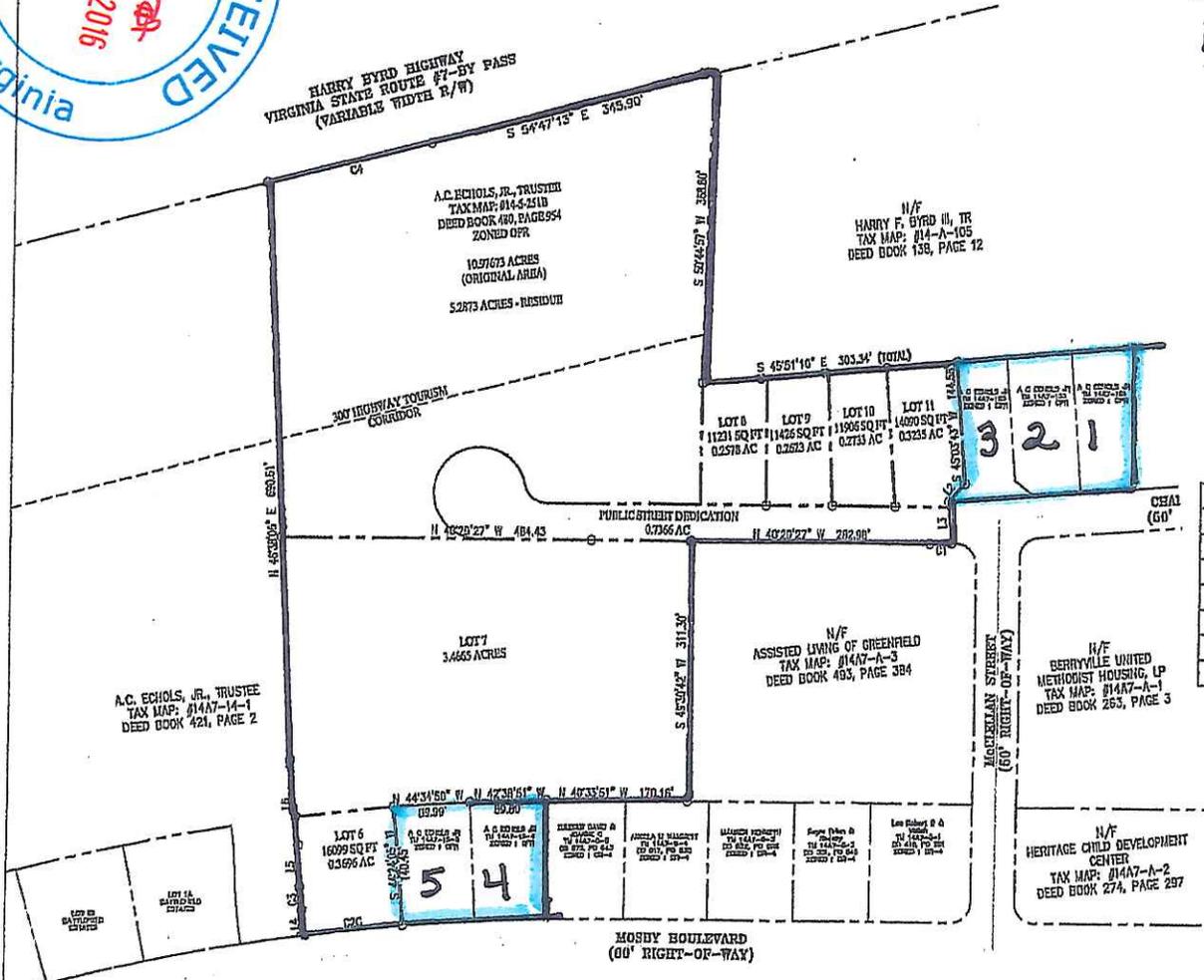



BERRYVILLE TOWN COUNCIL
Public Hearing – Proffer Amendments
December 13, 2016

**Applicant Submission Forwarded After
Town Staff Request for Additional
Information
October 28, 2016**



LOT 1 LARRY + BETTY DILLON
 LOT 2 JOE + MARGO LEACH
 LOT 3 HARRY F. BYRD, III - TRUSTEE
 LOT 4 LARRY + MARGE KRASINSKY
 LOT 5 A.C. ECHOLS, JR. TRUSTEE

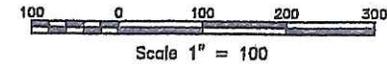


LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 00S1'19" E | 28.75' |
| L2 | N 80D1'19" W | 28.75' |
| L3 | S 45D3'33" W | 49.58' |
| L4 | N 40S0'58" E | 29.58' |
| L5 | N 46S3'06" E | 50.03' |
| L6 | N 43'12'05" E | 100.18' |

CURVE TABLE

| CURVE | RADIUS | ARC | CHORD | LENGTH | DELTA |
|-------|-----------|---------|---------------|---------|----------|
| C1 | 375.00' | 20.54' | N 42'31'05" W | 20.53' | 4'03'10" |
| C2 | 2392.13' | 283.74' | N 44'55'28" W | 283.57' | 0'47'40" |
| C2A | 2392.13' | 85.00' | N 42'32'40" W | 85.00' | 2'02'10" |
| C2B | 2392.13' | 85.00' | N 44'34'50" W | 85.00' | 2'02'10" |
| C2C | 2392.13' | 113.74' | N 46'57'38" W | 113.72' | 2'43'28" |
| C3 | 272.00' | 27.47' | N 43'44'32" E | 27.45' | 5'47'08" |
| C4 | 22850.32' | 100.13' | S 55'00'52" E | 196.13' | 0'20'30" |



FLAT SHOWING
 SUBDIVISION
 ON
 PARCEL 251B
BATTLEFIELD HEIGHTS
 DEED BOOK 480, PAGE 954
 LONG MARSH MAGISTERIAL DISTRICT
 TOWN OF BERRYVILLE, VIRGINIA

12.3176 +/- Acres
 1.3176 +/- Lots 1-5 (Section 2-B
 BATTLEFIELD ESTATES
 SUBDIVISION)
 11.00 +/- Acres
PROFFER ADJUMENT

THIS PLAT IS FOR INFORMATION PURPOSES ONLY. NOT FOR RECORDATION.

MORRIS & RITCHIE ASSOCIATES, INC.
 ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
 43760 TRADE CENTER PLACE
 SUITE 110
 STERLING, VA 20160
 PHONE: (703) 674-0181 / FAX: (703) 478-0137
 MIRA/GTA.COM
 Copyright 2012 Morris & Ritchie Associates, Inc.

JOB No.: 17044
 SCALE 1" = 100'
 DATE: 02/20/2013
 DRAWN BY: RJF
 DESIGN BY: JKE
 REVIEW BY: JKE
 SHEET 2 OF 2

DATE REVISIONS

| | |
|---------|------------------------------|
| 3/25/13 | PER CLIENT AND TOWN COMMENTS |
| 5/01/13 | PER CLIENT AND TOWN COMMENTS |

JOHN K. RICHMOND
 Lic. No. 022016
 5/01/13
 PROFESSIONAL ENGINEER

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.
Agent's 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
- 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: A. C. Echols, Jr. Trustee 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: A. C. Echols, Jr. Trustee

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 taxa 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.

3.2 Neither the Owner nor the Applicant, nor their successors or assigns, shall seek any exemption for the Property from real estate taxation by classification or designation pursuant to Chapter 36 of Title 58.1 (Sec58.1-3600, et seq.) of the Code of Virginia, or otherwise, and further, the Owner, and the Owner's successors and assigns, shall pay the annual real estate tax as set forth in 3.1, above, notwithstanding any such exemption which may have been granted or obtained.

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 proposes, 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.

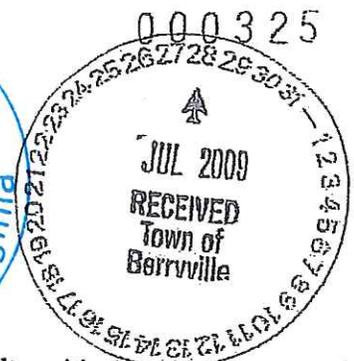
My Commission expires _____

NOTARY PUBLIC

Notary Registration No: _____



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 "Robert Regan House" Master Development Plan" dated ~~June 26, 2009~~ ^{9/11/15}, 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, pursuant to an approved ~~Special Use Permit~~ ¹²⁰, shall not exceed ~~sixty (60)~~ units and shall be limited to an area containing ~~4.34~~ ¹¹ +/- acres subject to revisions which may be approved by the Town in final Site Plan review, as delineated on a Preliminary Site Plan ~~submitted in conjunction with the Special Use Permit~~ 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.

3.2 Neither the Owner nor the Applicant, nor their successors or assigns, shall seek any exemption for the Property from real estate taxation by classification or designation pursuant to Chapter 36 of Title 58.1 (Sec58.1-3600, et seq.) of the Code of Virginia, or otherwise, and further, the Owner, and the Owner's successors and assigns, shall pay the annual real estate tax as set forth in 3.1, above, notwithstanding any such exemption which may have been granted or obtained.

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. Reversion of Zoning~~

~~5.1 Unless extended by mutual consent of the Owner/Applicant and the Town of Berryville, if a building permit is not obtained by the Applicant before August 30th, 2011, for the construction of an older person residential structure on the Property, the OPR zoning on the Property shall revert to the existing B (11.37793 acres) and DR 4 (0.93967 acres) by motion adopted by Town Council, or, if Council shall elect to initiate a formal rezoning of the property after August 30th, 2011, Owner and Applicant hereby irrevocably consent and waive any objection to the rezoning of the property to the existing B and DR 4 zoning.~~

AGS
7/13/09

5.
6. Deed

6.1 Any deed conveying the Property, or any portion thereof, from the owner of the Property at the time of final rezoning, shall affix as an attachment and 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
A. C. Echols, Jr., Trustee of the
Battlefield Center Trust

STATE OF VIRGINIA, At-Large
~~BY~~/COUNTY OF Darke, To-wit:

The foregoing document was acknowledged before me this 28th day of July, 2009 by: A. C. ECHOLS, JR., TRUSTEE OF THE BATTLEFIELD CENTER TRUST.

My Commission expires MY COMMISSION EXPIRES APRIL 30, 2011

[Signature]
NOTARY PUBLIC
Notary Registration No.: 223823

~~VIRGINIA UNITED METHODIST HOUSING
DEVELOPMENT CORPORATION~~

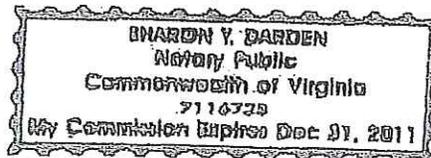
By: [Signature] ✓

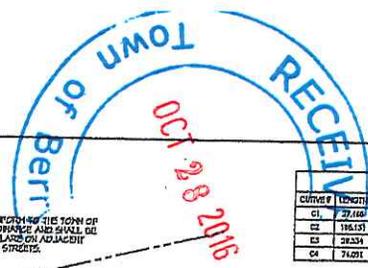
~~STATE OF VIRGINIA, At-Large
BY/COUNTY OF Orange, To-wit:~~

~~The foregoing document was acknowledged before me this 28th day of July, 2009,
By: [Signature], on behalf of VIRGINIA UNITED METHODIST HOUSING DEVELOPMENT CORP.~~

~~My Commission expires 12-31-2011~~

[Signature]
~~NOTARY PUBLIC~~
Notary Registration No.: 7116723





LINE TABLE

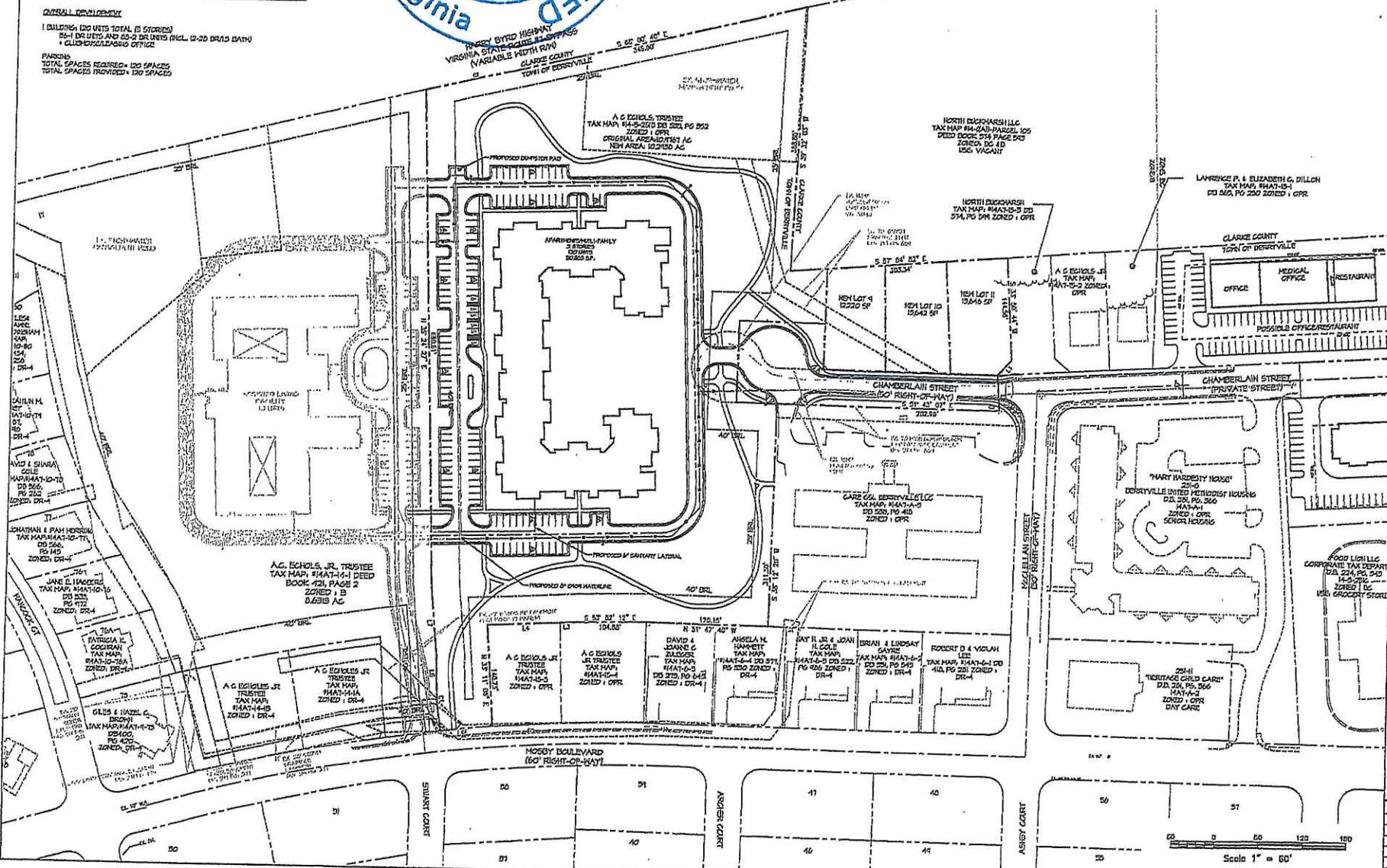
| LINE # | LENGTH | DIRECTION |
|--------|--------|-----------------|
| L1 | 23.75 | S 79° 41' 40" W |
| L2 | 48.34 | E 37° 57' 31" W |
| L3 | 15.00 | N 22° 41' 16" W |
| L4 | 19.03 | N 22° 41' 16" W |
| L5 | 23.34 | N 22° 31' 16" E |
| L6 | 30.03 | N 37° 21' 21" E |
| L7 | 33.18 | N 31° 52' 25" E |

CURVE TABLE

| CURVE # | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
|---------|---------|---------|---------|---------------|--------------|
| C1 | 37.166 | 274.00 | 103.766 | S 23.003 E | 27.45 |
| C2 | 186.137 | 2740.00 | 103.766 | S 83.449 E | 184.13 |
| C3 | 282.534 | 2740.00 | 103.766 | S 83.444 E | 278.53 |
| C4 | 74.201 | 270.78 | 103.766 | N 10.251 E | 74.20 |

NOTE: ALL LIGHTING SHALL CONFORM WITH THE TOWN OF BERRYVILLE ZONING ORDINANCE AND SHALL BE SCHEDULED TO PROVIDE GLARE-FREE ADJACENT PROPERTIES AND PUBLIC STREETS.

GENERAL DEVELOPMENT
 1 BUILDING, 120 UNITS TOTAL (3 STOREYS)
 250' DEPTH AND 60'-0" DEPTH (INCL. 5'-00' DRIVE DRIVE)
 + CLUBHOUSE/CAFETERIA OFFICE
 PARKING
 TOTAL SPACES REQUIRED: 120 SPACES
 TOTAL SPACES PROVIDED: 120 SPACES



MORRIS & RITCHIE ASSOCIATES, INC.
 ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
 4100 WOODBRIDGE AVENUE
 SUITE 200
 WASHINGTON, VA 22192
 PHONE: (703) 491-0101
 FAX: (703) 491-0102
 Copyright 2012, Morris & Ritchie Associates, Inc.

MIRA
 MARYLAND REGISTERED PROFESSIONAL ARCHITECT
 No. 1754

REVISIONS
 DATE
 07/17/15

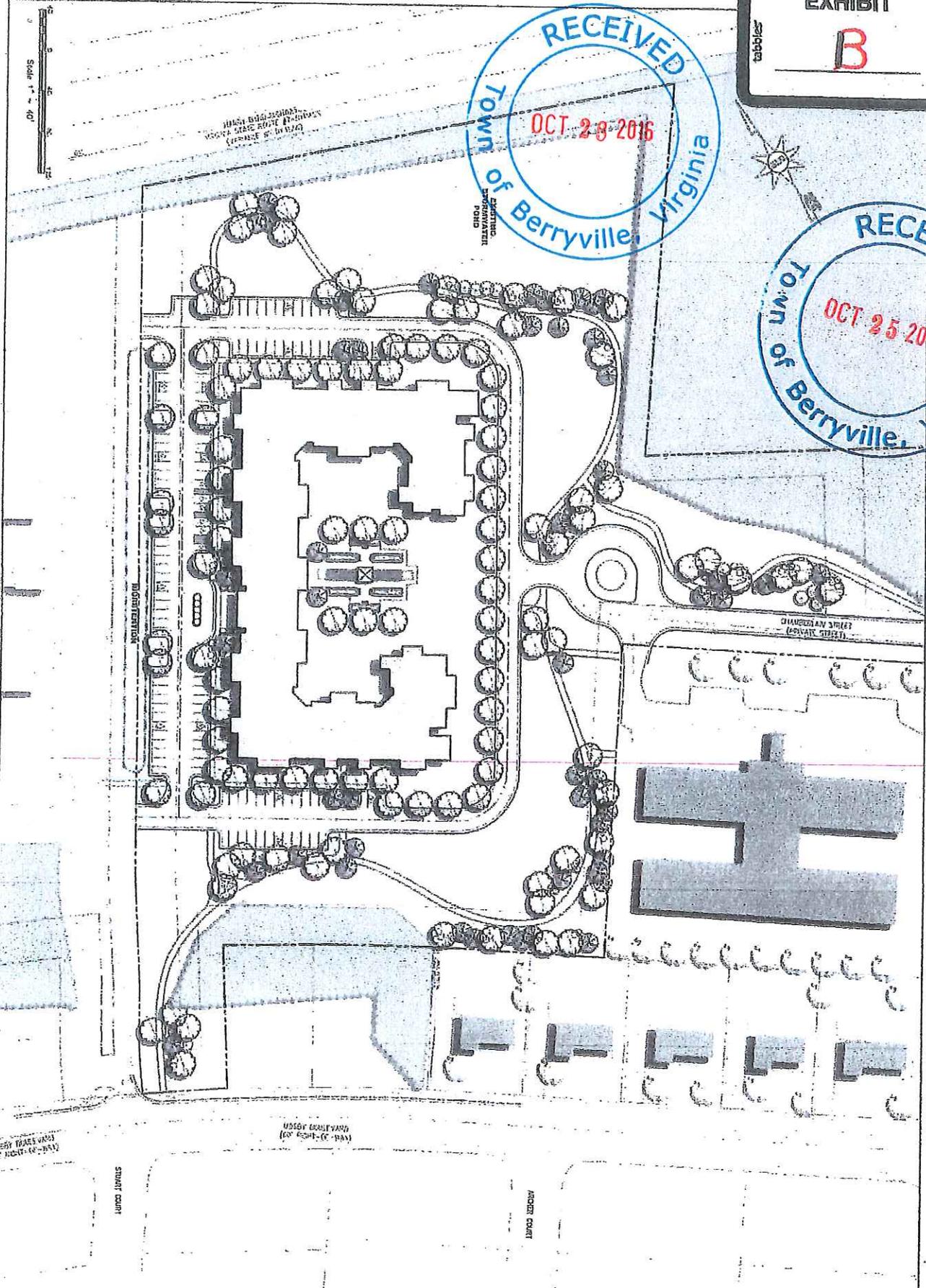
CONCEPT PLAN
 MARLYN DEVELOPMENT
 TOWN OF BERRYVILLE, VIRGINIA

700 NVA 1002502
 SCALE 1"=60'
 DATE 7/27/15
 DRAWN BY: JAC
 CHECKED BY: JAC
 REVIEW BY: JAC
 SHEET: 2 OF 4

EXHIBIT
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 OCT 23 2016
 Town of Berryville, Virginia

RECEIVED
 OCT 25 2016
 Town of Berryville, Virginia



| | | | | | |
|---|------------------------------------|--|---|-------------------|-----------|
| SHEET NO. 01 DATE: 10/20/16 DRAWN BY: J. W. MORRIS CHECKED BY: J. W. MORRIS APPROVED BY: J. W. MORRIS | LAYOUT PLAN SITE PLAN MARLYN | | MORRIS & RITCHIE ASSOCIATES, INC. (ARCHITECT, PLANNER, SERVICES AND LANDSCAPE ARCHITECTS) 4300 BRIDGE CENTER PLACE STERLING VA 20166 PHONE (541) 674-0181 FAX (541) 674-0187 MRA@MRA.COM Copyright 2012 Morris & Ritchie Associates, Inc. | DATE | REVISIONS |
| | 10/20/16 | | | 1. Initial Design | |

A. C. ECHOLS JR REVOCABLE 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 no/100

Dollars  Security Features Detailed on Back

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

For *Trapper Consentment* *Boonie C. Chab* VP

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Town of Berryville, Virginia
OCT 28 2016

RECEIVED
Town of Berryville, Virginia
OCT 25 2016

BERRYVILLE TOWN COUNCIL

MOTION TO AMEND PROFFERS APPROVED BY TOWN COUNCIL ON AUGUST 2009

Date: December 13, 2016

Motion By:

Second By:

I move that the Council of the Town of Berryville approve/deny the attached proffer amendments to allow for 120 multifamily senior units (increase from 60 units); on a parcel of approximately 11 acres (increase from 4.34 acres); and removing the reversion from OPR Older Person Residential zoning to B Business and DR-4 Detached Residential zoning.

VOTE:

Aye: _____

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

Attachment 2

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Regular Meeting
November 8, 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: Keith Dalton, Town Manager; Christy Dunkle, Assistant Town Manager/Planner; Desiree Moreland, Assistant Town Manager/Finance; Neal White, Chief of Police; Ann Phillips, Town Clerk
Press: Cathy Kuehner

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 on a motion by Council member Gibson, seconded by Council member McDonald, with the addition of one agenda item.

4. Approval of Minutes

The minutes of the Town Council meeting on October 11, the Town Council – Board of Supervisors joint meeting on October 18, and the Town Council work session on October 31, 2016, were approved as presented by consent.

5. Citizens' Forum

The speakers were as follows:

George Archibald, Main Street, Berryville, who read from a prepared statement and asked that the Council defer action on the cable franchise agreement until the County completes its telecommunications study.

Sue Ross, Executive Director of Berryville Main Street, who highlighted the recent activities in downtown. She noted the holiday parking meter contest will be starting soon, and the tree lighting ceremony scheduled for December 2.

Alton Echols, Custer Court, Berryville, who read from a prepared statement regarding senior housing facilities and assured the Council that the proffers on his senior housing project will be paid.

Brian McClemens, Fairfax Street, who said the Mayor had permitted two of the previous citizens to speak longer than dictated by the rules. He said he was disappointed that the Council had overturned the decision regarding the senior housing project which had been recommended by the Planning Commission.

6. Report of Patricia Dickinson, Mayor

The Mayor noted the Veterans Day ceremony scheduled for November 11, 2016.

The Mayor and the Council discussed the Comcast cable television franchise agreement. **Council member Kitselman moved 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. Recorder Arnold seconded the motion which carried as follows:**

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold, Dickinson

Nay: None

Absent, Abstain: None

(Franchise Agreement begins on the following page.)

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]: Review.

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 Adelphia 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 businesses 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 "PBG" 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 Grantor 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.B., 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.

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

Ms. Dunkle noted two action items for setting public hearings. She said the first is for text amendments requested by Mr. Ding Wang and Mr. Echols 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." She said the Planning Commission held a public hearing in October and recommended denial of the text amendment. By consensus the Council set the public hearing for December 13.

Ms. Dunkle said A.C. Echols, Trustee, is requesting Proffer Amendments to revise Proffers approved August 9, 2009, in order to construct 120 multifamily units on the +/- 11 acre parcel identified as Tax Map Parcel number 14-5-251B zoned OPR Older Person Residential. She noted the agenda packet included the application, a 'Process to Consider' drafted by Mr. Robert Mitchell regarding the proffer amendment, and information submitted by the applicant. The Mayor and the Council discussed the amendment process and the notification of affected property owners. Recorder Arnold said it was strange that the proffer amendment came up after the text amendment was passed. Mayor Dickinson suggested a joint public hearing with the Planning Commission. Council member Kitselman said he was happy with Mr. Mitchell's recommendation of having only the Town Council hold a public hearing. Mr. Dalton added that according to Mr. Mitchell, the new laws effective July 1 were intended to address coercion by the jurisdiction, but that in this case, the applicant is clearly voluntarily requesting the proffer amendment. By consensus the Council set the public hearing for December 13.

8. Report of Keith Dalton, Town Manager

Mr. Dalton said he had received a letter from David Ash, Clarke County Administrator, requesting 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. Mayor Dickinson said it would be helpful to know the areas of concern and topics for discussion in advance of the meeting. By consensus, the Council agreed to be available to meet on November 15 at 5:00 p.m., December 13 at 6:30 p.m., or December 20 at 5:00 p.m.

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

Council member Kitselman said the BADA had met and reviewed the Meridian assisted living project for the first time. He said they will meet again on November 30.

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

The minutes of the October 13 and October 25 meetings were approved. Ms. Gibson said the Committee will meet on November 22 at 10:30 am.

Ms. Gibson moved that the Council of the Town of Berryville authorize the Assistant Town Manager for Finance and Administration to issue the attached Request for Proposals (Audit Services RFP # FIN 2017-001). She further moved that the Budget and Finance Committee and the Town Manager are authorized to review proposals and make award, with the Town Manager being authorized to execute necessary contracts and related documents. She further moved that the Town Council authorize a maximum expenditure of \$10,000 for this project and that the cost of this service be paid from

General Fund Contingencies. Mayor Dickinson said the motion originated in committee and did not require a second. Council member Tollett inquired whether the service is really necessary. Ms. Gibson said the audit services are necessary and will help the Town now and in the future. She said she did not expect the fees to reach the maximum amount with the scope of services being reduced.

Recorder Arnold said he respects Ms. Gibson's thoughts as a CPA and supports her motion, but he reminded the Council that the new members had criticized the previous Council for \$.04 tax increase to allow for a break even budget, and now the Council is spending contingency funds for this project.

Council member Kitselman said he respects her expertise and if she thinks the audit is worthwhile, he would support the idea.

The Council discussed the deliverable product expected from the audit.

The motion carried as follows:

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold, Dickinson

Nay: None

Absent, Abstain: None

Ms. Gibson moved 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 Professional Services EMT \$50,000; and Parks and Recreation: \$5,000; and that the Treasurer is authorized to distribute these funds in accordance with her distribution schedule. Council member Tollett seconded the motion.

Recorder Arnold said the Town was involved in staff hiring for EMS going back as far as 1993 when only 36% of calls were in Town. He said now, with 74 % of calls in Town, it would seem the Town Council would owe more and not less toward EMS funding. He encouraged working with the Board of Supervisors to review costs, adding that the issue is not a new one. He thanked the Budget & Finance Committee for looking at the funding again. Recorder Arnold concluded saying that costs will continue to rise and that he would support spending to help the citizens of the Town.

The Council discussed the contribution to Parks and Recreation that was believed to have begun to help the County pay for swimming pool water. Council member Kitselman said the silver lining to the exercise is demonstrating how much the Town relies on its relationship with the County. He said perhaps the Town should find out how to help in situations where it is the generator of need. Ms. Gibson said that Town residents are also County residents and the question is how things should be funded. She said she appreciated the County Finance committee members helping bring the new Town Budget and Finance Committee up to speed. Council member Kitselman said souring the relationship between the Town and County has been a tactic used by some. Council member Gibson said souring the relationship was not her intention but that she thinks things should be black and white. She said she recognizes that the Town receives services from the County that it is not paying for, but it doesn't change her stance on who should be paying for it.

Recorder Arnold suggested in the future that Council communicate more with the Supervisors regarding issues that may affect the County. He said the Town's relationship with the County has always been close, adding that jumping to change things just to change them can have unintended consequences. Ms. Gibson said that her intention is to maintain the budget this year and allow the County to make changes next year.

Council member McDonald said she agreed with standing behind the budget as planned. She said she is disheartened to hear that the County thinks the Town does not want to work together, and looks forward to the joint meeting to learn more about the issue.

Council member Tollett said the funds were budgeted and need to be paid, not withheld.

Mayor Dickinson said she wanted to have this conversation. She said things need to be clearly defined such as who is responsible for paid staff. She noted areas where the County acted without town input, and said the Town has contributed nearly \$1,000,000 to EMS since 1993, adding that with 4000 residents now in Berryville, the costs since 1993 are about \$249 per person. Mayor Dickinson said paid staff is the responsibility of the County and she hopes the County and Town both understand why the Town contribution is unfair. She said Enders is facing significant challenges and she hopes the Town and County can work to help Enders address those challenges if invited to do so. She referenced Board of Supervisors' Chair David Weiss' letter asking the Town to honor its commitment and said she will support the motion to release the funds as budgeted.

Recorder Arnold said historically, the Town had not wanted the responsibility of hiring and managing a paid position and therefore assisted by making a monetary contribution to assist the County. He questioned the Mayor's example citing a million dollars over all the years since 1993 being divided over only the current population. Council member Kitselman pointed out that 74% of the calls are to the Town of Berryville. Mayor Dickinson said Berryville is the only place for aging County residents to go. Council member Kitselman noted that with additional senior housing units in Town that the number of calls will go up, and noted that most of the residents in the senior housing are not from Berryville. He said this goes back to how the County and the Town work together including planning, zoning, comprehensive plans, and said the community is unique in the state of Virginia. He said that what is being done is the poisoning of that working relationship.

Council member Gibson said we are all "County." She said she hopes to find a way to support Enders that is more black and white, and said she is not in favor of stopping support for Enders. She and Council member Kitselman agreed they are open to discussion of the issue. **The motion carried as follows:**

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold, Dickinson

Nay: None

Absent, Abstain: None

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

Council member McDonald said no meeting was held in October. She said the Town Forum that had been planned has been postponed, and added that the Committee will meet again after the first of the year.

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 the Committee will resume code revision discussion and will meet on November 21 at 9:00 am.

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

The minutes of the Committee meeting of October 25 were approved as presented.

15. Report of Patricia Dickinson – Chair, Personnel Committee

The minutes of the Committee meeting of October 24 were approved as presented.

The Personnel Committee moved 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. The motion carried as follows:

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold, Dickinson

Nay: None

Absent, Abstain: None

There was discussion of committee motions not requiring a second before discussion and voting.

Council member Gibson moved 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. Council member Kitselman seconded the motion which carried as follows:

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold, Dickinson

Nay: None

Absent, Abstain: None

Council member Gibson moved 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. Council member McDonald seconded the motion which carried as follows:

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold, Dickinson

Nay: None

Absent, Abstain: None

Council member Gibson moved 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. Council member Tollett seconded the motion which carried as follows:

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold, Dickinson

Nay: None

Absent, Abstain: None

16. Other

Council member McDonald said that at the work session Recorder Arnold had requested to be appointed to the Budget and Finance Committee, and inquired whether a motion had been prepared. Recorder Arnold said that he had prepared a motion. The Mayor said as a point of order, the matter was not part of the agenda when approved and added that committee membership is not appointed by the Council, but by the Mayor according to the Town Code. She said this is an illegal motion.

Recorder Arnold said that he has no report on the agenda, and therefore the only place for him to address the matter is under "other." He said the matter had been discussed at the previous work session. He said that Council member Gibson had recently resigned as Chair of the Personnel

Committee, adding that he is pleased to serve on that Committee with both Council member Gibson and the Mayor. He asked to be named Chair of the Committee.

The Mayor said a motion cannot be made in direct conflict with Town Code. Recorder Arnold asked the Council to look at the motion before ruling on it, assuring the body that the motion is not illegal. He said he would like to be Chair of the Personnel Committee as all other members of the Council hold such a position. Mayor Dickinson said she would be happy to have the conversation with Recorder Arnold but not in a public meeting. She said she would make an exception and allow the motion to come forward. Recorder Arnold said the item had been discussed at the work session and was not a surprise. He noted that he could not meet with the Mayor privately as it would constitute an illegal meeting and therefore would have to be discussed in a public meeting. He said to be transparent, it was important to discuss the appointments in an open meeting.

Council member McDonald said the Personnel Committee recommends to the Berryville Town Council appointments to various boards and commissions. She said Council member Gibson recently resigned as Chair of the Committee, and each Council member is currently assigned as Chair of a Committee. **Council member McDonald moved that the Council of the Town of Berryville request that the Mayor appoint Harry Lee Arnold, Jr., a current member of the Personnel Committee, as Chairman. Council member Kitselman seconded the motion.** Council member Gibson asked staff for input on options for the appointment of committees. Mr. Dalton said the Code provides for the Mayor to make the appointments and added that this motion asks for a recommendation from the Council. Council member Gibson clarified that the Mayor has sole authority to make appointments. Council member McDonald said the motion clearly says 'requests the Mayor to make the appointment.' **The motion carried as follows:**

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold

Nay: Dickinson

Absent, Abstain: None

Recorder Arnold said that in the future, perhaps a Recorder's report should be added to the agenda and the Mayor agreed.

Council member Kitselman said that the Budget and Finance Committee has the responsibility to assist in the formation and review of the budget and the finances of the Town. He said as other committees have three members, the Budget and Finance Committee could also benefit by having three members. **Council member Kitselman moved that the Council of the Town of Berryville request that the Mayor appoint Harry Lee Arnold, Jr., Town Recorder, to the Budget and Finance Committee. Council member Gibson seconded the motion.** She added she is not opposed to having Mr. Arnold as a member of the Committee. **The motion carried as follows:**

Aye: McDonald, Kitselman, Gibson, Tollett, Arnold

Nay: Dickinson

Absent, Abstain: None

Council member Kitselman suggested that the Town Code regarding appointment of standing committees be amended at the next meeting.

Recorder Arnold said the Economic Development Advisory Committee had also been discussed at the work session. He said the County and the Town have a Memorandum of Understanding regarding economic development, and that the Town is not big enough to take on economic development on its

own. He said the Town needs the resources of an economic development director and is already working with the County. He added that the MOU includes a mechanism for funding through the Occupancy Tax. He said the current setup is working and Council Committees are already taxed with workload. **Recorder Arnold moved that the Council of the Town of Berryville repeal the Economic Development Advisory Committee as a committee of the Berryville Town Council. Council member Kitselman seconded the motion.**

The Mayor said the procedure for adding motions to the agenda is to contact Mr. Dalton with information about the item for the agenda packet. She asked that the Council not address the motion until next month allowing the members to better understand what is being voted on. Recorder Arnold inquired whether a motion and second were already on the table. The Mayor moved that the motion be tabled, saying the matter was a surprise since it was not on the agenda.

Recorder Arnold said the issue was not a surprise since it was discussed in the work session, and that he had no place on the agenda to put things. The Mayor said she would have to refer the matter to a point of order and get legal counsel on whether the motion was legal. Recorder Arnold asked that the decision of the Chair be sustained meaning the Council could overrule the Chair. The Mayor said the issue was underhanded and that Recorder Arnold did not follow the process. He again asked that the decision of the Chair be sustained, and Council member Kitselman agreed.

Council member McDonald asked for clarification saying that she understood that motions could be made by the members on an appropriate topic if it arose. The Mayor said that items need to be added to the agenda at the time the agenda is approved. Recorder Arnold said that he had notified the Mayor at the work session that the topic would be brought up. Recorder Arnold called for the question.

Mayor Dickinson said the Town Council committee is nothing like the County committee. She said it does not contact business or bring businesses in to Berryville. She said it is a group of people that will come in and look at our Town and make recommendations to the Planning Commission and Town Council about what they think are good options for the community. She said it has no relationship to the County committee and is one more place to get new information and ideas. She said she did not see how it could hurt unless it hurt some individual business owners' sense of competition.

Council member Kitselman said the idea, right from the playbook of a certain developer the Town has been dealing with for 30 years, is to stack the committee with people who support your agenda. He said the committee members proposed by the Mayor advocate no zoning. He said the committee is a political idea, and suggested that supporters of such an agenda should step forward and own the agenda. Recorder Arnold said he had been against the committee when it was first proposed.

Council member Gibson inquired whether any new talent bank forms had been submitted following the announcement of the committee. Mr. Dalton said one new form had been received, but he was not sure if it had specified any particular committee. Council member Gibson asked what power if any the committee would have. The Mayor said not knowing the item would be on the agenda, she did not bring her materials with her, but she said the committee was advisory and would make recommendations in an advisory role on the types of businesses the Town might want to attract, and the zoning and whether it would inhibit or prohibit businesses. Council member Gibson clarified saying that if the committee is advisory and no one takes the advice, then nothing changes. The Mayor agreed, and said the committee would have no decision making authority and would not go out and contact businesses.

Council member McDonald inquired whether the Economic Development Advisory Committee could be folded into the Community Improvements Committee since her understanding of the roles of the two committees seemed very similar. The Mayor said she did not envision the committee addressing any one committee and having another viewpoint would help. Recorder Arnold called for the question.

The Mayor restated the motion. **The motion carried on the following vote:**

Aye: McDonald, Kitselman, Tollett, Arnold

Nay: Gibson, Dickinson

Absent, Abstain: None

Recorder Arnold noted the Town Administration Policy Committee and said policies have always been reviewed by the Council and should be reviewed by the current committee, saying for example, personnel policies are reviewed by the Personnel Committee, and police department policies by the Police and Security Committee. He said the new committee is a duplication of services. **Recorder Arnold moved that the Council of the Town of Berryville repeal the Town Administration Policy Committee. Council member Kitselman seconded the motion.**

Mayor Dickinson inquired whether the Clerk had notes regarding the 'aye' and 'nay' votes when the matter was initially brought to Council. The Clerk responded that she did not have the notes with her, but the action had been taken at the July meeting. The Mayor said that one who voted no on a motion is not allowed to bring the motion back for reconsideration. Recorder Arnold said the Council was not changing the motion that was previously approved, it was repealing the committee. Mayor Dickinson asked if there were a second to the motion. **Council member Kitselman had already seconded the motion which carried as follows:**

Aye: McDonald, Kitselman, Tollett, Arnold

Nay: Gibson, Dickinson

Absent, Abstain: None

Recorder Arnold noted the policy for recording the meetings. He said the Mayor is in violation of the policy by requesting copies of the recordings prior to destruction of the recordings. Mayor Dickinson said she would seek Mr. Mitchell's opinion on the matter. Council member Kitselman said that in order to initiate a request for Mr. Mitchell's services, a consensus of Council was needed. Recorder Arnold suggested studying the matter for 30 days. The Council discussed the issue of recordings as records. Mr. Dalton said the Council had determined that the recordings would not become permanent records unless it were deemed historical.

17. Adjourn

There being no other business, upon motion of Council member McDonald, seconded by Council member Tollett, the meeting was adjourned at 9:18 p.m.

Harry Lee Arnold, Jr., Recorder

Ann W. Phillips, Town Clerk

Attachment 3

Recorder Arnold would like to discuss having the Planning Commission evaluate whether changes need to be made in Zoning Ordinance's district regulations regarding nursing homes, assisted care facilities, and the like.

Please find attached a list of senior units in town (including nursing homes and assisted care facilities) that Ms. Dunkle developed in October.

Senior Units as of 10/26/2016

| | |
|------------------------------------|---|
| Mary Hardesty | 60 units |
| Johnson-Williams Apartments | 40 units |
| Greenfield | up to 66 residents (Megan 540 931-9856) |
| Rose Hill Nursing Home | skilled nursing facility, 111 with licensure up to 120 beds |
| Godfrey House | 22 beds |
| Meridian | 67 beds (site plan going to BADA 11/30/16) |
| Regan House | 120 units |
| OTHER (e.g. subsidized, Section 8) | |
| Washington Square | 46 units |
| Orchard Court | 28 units |
| Country View | 50 units |

Attachment 4

Planning and Community Development

Action Items

- **Text Amendment to Section 610 of the Berryville Zoning Ordinance**
***APPLICATION WITHDRAWN ***
- **Public Hearing – Amendment of Proffered Conditions**
- **Set Public Hearing – Special Use Permit – Veterinary Hospital**
- **Set Public Hearing – Text Amendment – Section 305.17 of the Berryville Zoning Ordinance**
- **Safe Routes to School and Revenue Sharing Projects**

December 13, 2016

Planning Commission

The Planning Commission held a meeting on Tuesday, November 22, 2016. They recommended approval of the Special Use Permit for a veterinary office at 37 East Main Street and for a text amendment to Section 305, Parking Regulations, of the Berryville Zoning Ordinance. Both reports are included in this packet. They cancelled their December meeting and have set their next meeting for Tuesday, January 24, 2017 at 7:30pm.

Berryville Area Development Authority

The BADA held a meeting on November 30, 2016. They held a public hearing for a Site Plan application from Berryville AL, LLC for an assisted living facility on Mosby Boulevard. They continued that public hearing to the next meeting and set another for a Site Plan for a McDonald's restaurant. Their next meeting is scheduled for Wednesday, January 4, 2017 at 7:00pm.

Architectural Review Board

The Architectural Review Board did not have any agenda items for their meeting November meeting. They judged the Berryville Main Street parking meter contest on November 30, 2016. Their next meeting is scheduled for Wednesday, January 4, 2017 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 – Special Use Permit – Veterinary Hospital

December 13, 2016

Dr. Leah Knode, VMD, (Owner, House Paws Animal Hospital), is requesting a Special Use Permit under Section 204.2(h) of the Berryville Zoning Ordinance in order to operate a Veterinary Hospital at the property located at 37 East Main Street, identified as Tax Map Parcel number 14A5-((A))-81A, zoned C General Commercial. SUP 05-16

The Planning Commission held a public hearing on this matter at their November 22, 2016 meeting. One adjacent property owner voiced concern about veterinary hospital clients parking in his parking lot. He did express support for the business moving to that building. They recommended approval with the following conditions:

1. Animal boarding is prohibited.
2. Hours of operation will be 8:00am to 8:00pm Monday through Friday, 9:00am to 12:00 noon Saturday.
3. Animal waste shall not enter the public sanitary sewer system.
4. Medical waste shall be disposed of per Commonwealth of Virginia regulations.
5. Staff shall park in public parking lots.

Per Section 305.5 Special Provisions for Commercial (C) Zoning District of the Berryville Zoning Ordinance, the Planning Commission agreed to waive parking requirements. Additional information concerning this ability is under “Parking” below.

General Information

Leah Knode, VMD is requesting a Special Use Permit in order to operate a veterinary hospital at the property located at 37 East Main Street. She currently operates two mobile veterinary units and has two bricks and mortar veterinary hospital facilities in Lovettsville and Round Hill. She wishes to establish an additional hospital in Berryville to offer clients services that are not possible with mobile units (e.g., dental and surgical options). She anticipates hiring three to five employees at the Berryville location.

Initial concerns identified by staff and discussed by the Planning Commission include noise from dogs and maintenance of animal waste. Staff contacted Ms. West with the Town of Lovettsville who indicated that neither has been an issue, adding that the Town office is next door to the veterinary hospital.

Special Use Permit Process

Section 503 of the Berryville Zoning Ordinance regulates Special Use Permits (SUP). The Council may impose any conditions deemed appropriate in the public interest to Special Use Permit approvals. Authorized activities must commence within two years of the approval of a SUP and may not be enlarged, altered, or increased in intensity without Council authorization. Once approved, the use remains with the parcel. Section 503 Special Use Permit of the Berryville Zoning Ordinance is included in this packet.

Parking

The site referenced above offers four parking spaces at the rear of the building. This will need to accommodate two businesses in this structure and does not meet zoning regulations. Staff has discussed this matter with the applicant and Dr. Knode has indicated that her employees will be parking at the public lot on South Church Street leaving space for clients on the street (where there are currently free spaces available adjacent to her proposed location). Dr. Knode told Planning Commissioners that her office schedules appointments every half hour and anticipates having a maximum of two to three clients on site at any given time.

Per Section 305.5 Special Provisions for Commercial (C) Zoning District, Planning Commission may decrease or waive parking due to limited parking in the downtown area. The ordinance section reads as follows:

305.5 SPECIAL PROVISIONS FOR COMMERCIAL (C) ZONING DISTRICT
In the Commercial District (C), structures existing at the time of adoption of this Ordinance, which contain or may be changed at any future time to contain any non-residential use permitted in the Commercial (C) District, will not be required to have additional parking spaces above those provided when this Ordinance is adopted. This applies to the reconstruction of non-conforming commercial uses or structures. When it has been demonstrated to the satisfaction of the Planning Commission that the off-street parking requirements contained in this Section cannot be met due to the practical limitations of the site, and furthermore, that the off-site parking, as provided elsewhere in this Section, cannot be arranged to satisfy said requirements, the Planning Commission may decrease or waive the number of required off-street parking spaces for non-residential uses that are established after the date of the adoption of this Section. (7/02)

Other Information

Veterinary hospitals in the Commonwealth are regulated by the Virginia Board of Veterinary Medicine. Prior to opening, this Board inspects and certifies the facility for compliance. Town Code Chapter 4 regulates Animals and Fowl in the Town of Berryville. Article II specifically addresses regulations as applied to dogs.

Adjacent Zoning

All properties adjacent to 37 East Main Street are zoned C General Commercial.

The following items are included with this report:

- Land Development Application for Special Use Permit;
- Site Plan identifying the structure and parking;
- Section 204 of the Berryville Zoning Ordinance; and
- Section 503 Special Use Permit of the Town of Berryville Zoning Ordinance.

Recommendation

Set a public hearing for the January 10, 2017 meeting.

Town of Berryville
101 Chalmers Court – Suite A
Berryville, Virginia 22611
Phone: (540) 955-4081 Fax: (540) 955-4524 E-mail: planner@berryvilleva.gov

SPECIAL USE PERMIT APPLICATION

Please Note: This is an application only. The permit will be issued only if approved by the Berryville Town Council after review and recommendation from the Planning Commission.

To be completed by Applicant: Date: October 11, 2016
Applicant's Name: House Paws Animal Hospital Berryville / Leah Knook VMD
Applicant's Address: P.O. Box 299, Purcellville, VA 20134
Use Applied For: Veterinary Hospital
At the following address: 37 E Main Street Berryville, VA 22611
Special Conditions: _____

Property Owner's Name: Jerry L. Johnson
Property Owner's Address: 20-B East Main Street Berryville, VA 22611

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: [Signature] Date: 10/11/2016

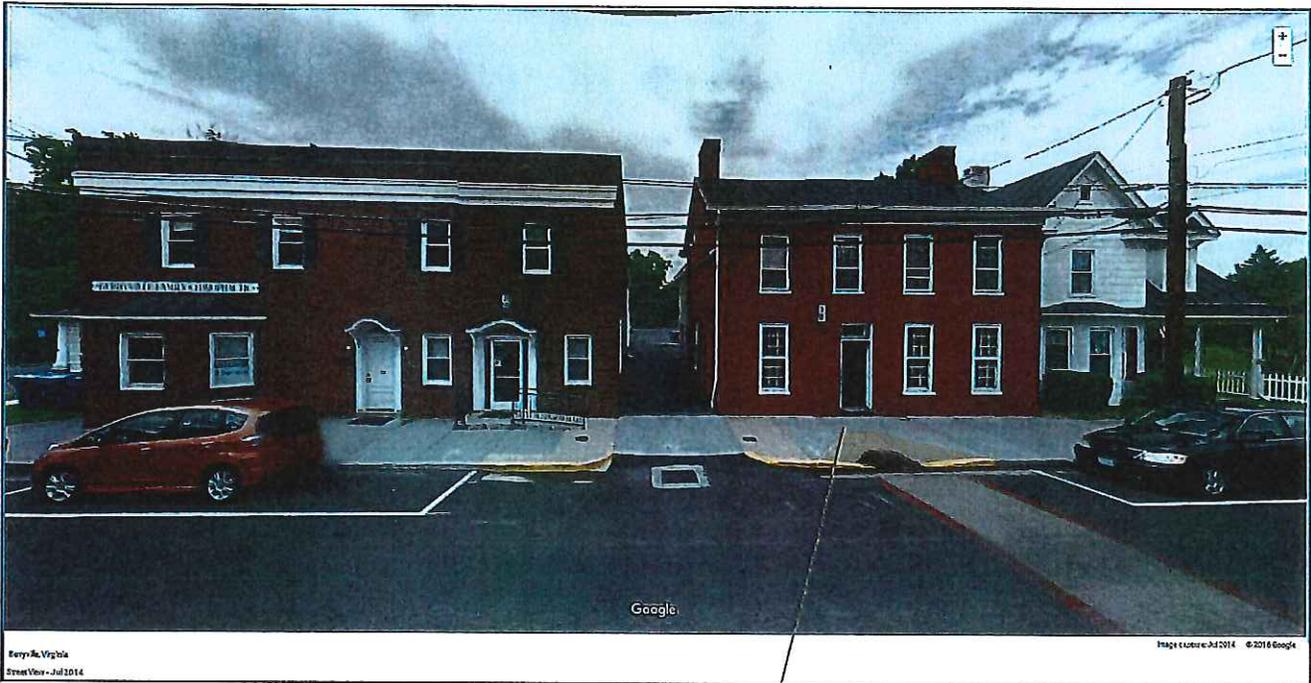
Owner: I have read this completed application, understand its intent, and freely consent to its filing. Furthermore, I grant permission to the Town Planning Department and other government agents to enter the property and make such investigations and tests, as they deem necessary. I acknowledge that 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: [Signature] Date: 10/20/2016

TO BE COMPLETED BY ZONING ADMINISTRATOR

Special Use: VETERINARY HOSPITAL Zone: C
Street Address: 37 E. MAIN Tax Map #: 14AS((A))81A
Special Use Permit Fee: \$ 2,000 Paid: 11.4.16
Site Plan Fee: \$ 125 Paid: 11.4.16
Signature of Zoning Administrator: _____ Date: _____

House Paws Animal Hospital Berryville
Special Use Permit Notes
37 E Main Street Berryville, VA 22611



37 E Main Street

We plan no exterior changes or site changes.

We will apply to have exterior signage bear our hospital logo and name. The sign or signs will conform to existing sign ordinances.

Parking:

There are a total of four parking places at the rear of the building, two of which are available to our leasing of our portion on the building. Clients only will park in the spaces at the rear of the building.

The driveway between the buildings belongs to 37 E Main Street and is for the exclusive use of tenant employees and will only be in use at the beginning and end of each business day.

The type of practice we conduct is designed around a lower volume of clients.

Generally, we plan for 30 minute appointments per client. In the beginning, this

House Paws Animal Hospital Berryville
Special Use Permit Notes
37 E Main Street Berryville, VA 22611

means at most two (2) scheduled clients per hour. At maximum capacity, at some future point, with two veterinarians working simultaneously this would mean about four (4) scheduled clients per hour.

Clients will park in available street parking or in the town lot across the Rose Hill park which is to the right in the photograph. We believe this parking arrangement is sufficient for the small number of employees we anticipate having and for the number of scheduled clients expected at any one time.

Please consider the following:

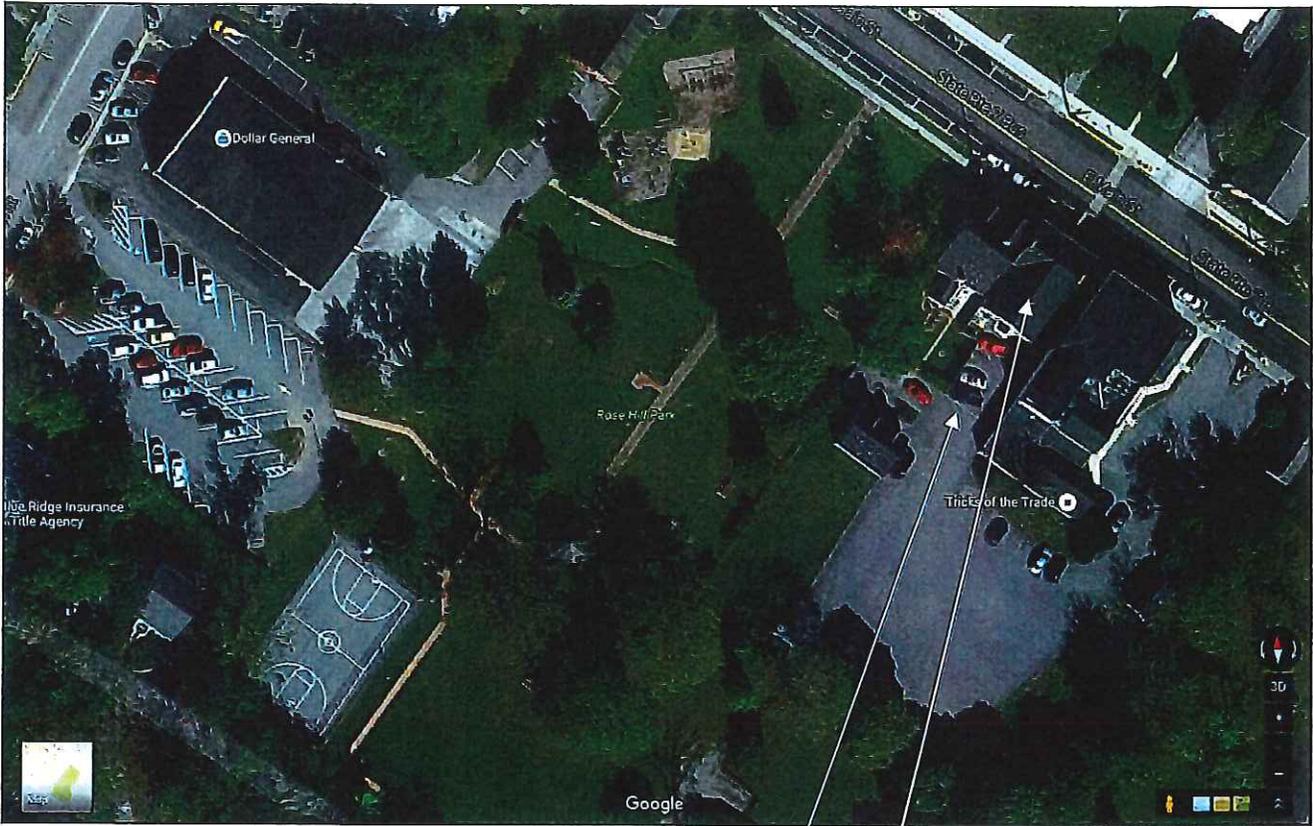
In the aerial photograph below which includes the town public parking lot, we see a total of fifteen (15) unused parking places and a total of forty-one visible parking places. In addition, the on-street parking on the south side (37 E Main Street side) of Main street show twelve additional public parking spaces in close proximity to the proposed site.

We believe the number of available parking places and planned client volume fit well and should cause no parking issues.

Finally, we are keenly aware of respecting the property of our neighbors and will forbid our employees in parking in the lots of neighboring property owners and actively discourage clients and visitors from doing so.

The following diagram (next page) shows a bird's eye view of the site with the rear property line marked which also shows the four vehicle parking space at the rear.

House Paws Animal Hospital Berryville
Special Use Permit Notes
37 E Main Street Berryville, VA 22611



Rear property line, notice white
dividing line in photograph.

37 E Main Street

House Paws Animal Hospital Berryville
Special Use Permit Notes
37 E Main Street Berryville, VA 22611

Animal Noise

Animal noise is not expected to be an issue as it is not at our existing Veterinary hospitals in Lovettsville or Round Hill, VA. Dog rarely bark while visiting for an appointment.

Dogs waking from anesthesia do vocalize (howl and bark) at times but the duration is fairly short. We will mitigate the transmission of the sound by installing sound absorptive panels and materials in the anesthesia recover areas mostly for the benefit of ourselves and upstairs tenant neighbors.

The brick exterior construction should prevent the transmission of such sounds beyond the confines of the building. Should animal sounds prove objectionable we are open to installing additional sound proofing.

Kennel

We will not be boarding dogs or cats or any other animals.

However, from time-to-time, a veterinary hospital will need to hospitalize dogs or cats in the hospital overnight or for several days for medical reasons related to providing on-going care. Doing so is a normal function of a veterinary hospital and cannot be infringed upon and will be conducted consistent with the requirements of the Virginia Veterinary Medical Board.

Hours of Operation

Monday to Friday: 8am to 6pm
Saturday: 9am to 12pm

At some future point, we anticipate later hours to 8pm one or more nights per week as an accommodation to those whose commutes prevent vet visits during the day.

SECTION 204 - C GENERAL COMMERCIAL DISTRICT

204 STATEMENT OF INTENT

The C General Commercial District covers that portion of the community intended for the conduct of general business to which the public requires direct and frequent access, but which is not characterized either by constant heavy trucking other than stocking and delivery of retail goods, or by any nuisance factors other than occasioned by incidental light and noise of congregation of people and passenger vehicles. This includes such uses as retail stores, banks, theaters, business offices, newspaper offices, printing presses, restaurants and taverns, garages and services stations, and multi-family dwellings.

204.1 USES PERMITTED BY RIGHT

In District C, structures to be erected or land to be used shall be for one or more of the following uses:

- (a) Assembly halls.
- (b) Assembly of high-tech components and /or systems (not including manufacturing).
(6/98)
- (c) Automobile and home appliance services.
- (d) Automobile service stations (with major repair under cover).
- (e) Automobile sales and service.
- (f) Bakeries.
- (g) Banks and financial institutions.
- (h) Barber and beauty shops.
- (i) Nursing homes.
- (j) Churches.
- (k) Day care centers. **(10/94)**
- (l) Department stores.
- (m) Drug stores.
- (n) Dry cleaners.
- (o) Fire and rescue squad stations.
- (p) Fraternal and auxiliary organizations.
- (q) Funeral homes.
- (r) Furniture repair.
- (s) Garages, public and commercial.
- (t) Hardware stores.
- (u) Hospitals, nursing homes, convalescent homes, rest homes.
- (v) (Deleted, 1982.)
- (w) Laundries.
- (x) Libraries.
- (y) Newspaper office buildings, including printing and publishing facilities incidental to such uses.
- (z) Office buildings.
- (aa) Personal and professional services.
- (bb) Pet shops, but excluding boarding kennels.
- (cc) Printing shops.
- (dd) Federal, state, county, or town governmental offices or buildings.

Section 204 General Commercial (C) District

- (ee) Radio and television broadcasting stations and studios, or offices.
- (ff) Restaurants.
- (gg) Retail stores.
- (hh) Single-family detached dwellings. **(3/98)**
- (ii) Theaters, indoor.
- (jj) (Deleted, 1982.)
- (kk) Wearing apparel stores.
- (ll) Public utilities: poles, lines, booster and relay stations, distribution transformers, pipes, meters, and other facilities necessary for the provision and maintenance of public utilities, including water and sewerage facilities.
- (mm) Off-street parking for permitted uses in the district as forth in Section 305.
- (nn) Signs as set forth in Section 307.
- (oo) Fences as set forth in Section 303.
- (pp) Accessory uses clearly incidental to the principal use of the lot.
- (qq) Second story apartments as set forth in Section 310. **(02/14)**

204.2 USES PERMITTED BY SPECIAL PERMIT

- (a) Shopping centers as set forth in Section 308.
- (b) Townhouses as set forth in Section 309.
- (c) First story storefront and basement apartments as set forth in Section 310. **(02/14)**
- (d) Conversion of residential and/or commercial structures into buildings with a greater number of dwelling units.
- (e) Public billiard parlors and poolrooms, bowling alleys, dance halls, health spas and clubs, and similar forms of public amusement only after a public hearing shall have been held by the Governing Body on an application submitted to the Body for such use. The Governing Body may request that the Planning Commission submit a recommendation to them concerning such use applications. In approving any such applications, the Governing Body may establish such special requirements and regulations for the protection of adjacent property, set the hours of operation, and make requirements as they may deem necessary in the public interest, before granting approval to said application.
- (f) Wholesale and distributive establishments which do not create hazards for traffic or adverse impacts on the surrounding area.
- (g) Boarding houses, hotels, motels, and tourist homes.
- (h) Veterinary hospitals. **(10/16)**

204.3 AREA REGULATIONS

No requirements for commercial uses or for one (1) dwelling unit in conjunction with a commercial use. For two-family or multi-family dwellings, except as specified in Section 204.2, area requirements shall be the same as in the R-3 District for residential units above one (1).

204.4 SETBACK REGULATIONS

No requirement, except for townhouses and apartments as stated in Sections 309 and 310 respectively.

Section 204 General Commercial (C) District

204.5 FRONTAGE AND YARD REGULATIONS

No requirement except that, if the property is adjacent to a residential district, each minimum side yard shall be ten (10) feet and the minimum rear yard shall be twenty (20) feet. Sections 309 and 310 shall apply for townhouses and apartments respectively.

204.6 HEIGHT REGULATIONS

Buildings may be erected up to thirty-five (35) feet in height from grade, except that:

- (a) A public or semi-public building such as a school, church, library, or general hospital may be erected to a height of sixty (60) feet from grade provided that required front, side, and rear yards shall be increased one (1) foot for each foot in height over thirty-five (35) feet.
- (b) Church spires, belfries, cupolas, monuments, water towers, chimney flues, flagpoles, television antennae, and radio aerials are exempt. Parapet walls may be up to four (4) feet above the height of the building on which the walls rest.
- (c) Accessory buildings over one (1) story in height shall be at least ten (10) feet from any lot line. All accessory buildings shall be less than the main building in height.

204.7 SITE PLAN REQUIREMENTS

All new structures, excepting accessory buildings of one hundred fifty (150) square feet or less, shall be subject to final site plan approval. Changes of use or additions to an existing structure requiring additional parking or other significant site changes applicable to a new use shall also be subject to final site plan approval. Site plans shall comply with the conditions of Section 314.

Section 502 – Certificate of Occupancy

- 502.2** Prior to the issuance of a Certificate of Occupancy for a new structure, the Zoning Administrator will verify that all property corners have been set with permanent markers by a land surveyor licensed under the laws of the Commonwealth of Virginia. **(11/00)**
- 502.3** In addition to any other requirements for the issuance of a Certificate of Occupancy, a Certificate of Occupancy for a structure will not be issued unless (1) the structure is served by public water and sewer, (2) required curb and gutter and sidewalks are in place on the lot on which the structure is located and in place between said lot and an existing publicly maintained street, (3) a functional fire hydrant is located within three hundred (300) feet of the lot on which the structure is located, and (4) the lot on which the structure is located fronts on an existing publicly maintained street or street meeting Town requirements for a publicly maintained street. **(8/01)**
- 502.4** In addition to any other requirements for the issuance of a Certificate of Occupancy, after issuance of certificates of occupancy for structures on eighty percent (80%) of the lots in a section of a subdivision, a Certificate of Occupancy for a structure in the section will not be issued unless all public improvements in the section have been completed to Town requirements and all streets have been accepted for maintenance by the Virginia Department of Transportation (VDOT), or a complete application for acceptance thereof has been filed with VDOT. **(8/01)**
- 502.5** Upon written application, delayed installation of public improvements described in 502.3 and 502.4 may be considered by the Zoning Administrator. Approval of the application shall only be granted by the Zoning Administrator after consultation with the respective departments or agencies charged with the inspection, acceptance, and maintenance of the improvements, and only upon a further finding that the delayed installation will not be detrimental to the safety and welfare of the residents in the subdivision and the public. A written request for such delayed installation shall set forth the specific improvements sought to be delayed, the justification for the delay, and a committed date for completion of the improvements. A fifty-dollar (\$50.00) fee shall be paid with the request. If the Zoning Administrator approves the application for delayed installation of public improvements, the approval shall be subject to the applicant executing an agreement to hold harmless the town for any loss or liability occasioned by the lack of the improvements delayed. **(8/01)**

SECTION 503 - SPECIAL USE PERMIT

503.1 PROVISIONS FOR SPECIAL USE PERMITS

- (a) In consideration of an application filed with the Zoning Administrator, the Council may, after a public hearing, authorize the establishment of those uses that are expressly listed as Special Permit uses in a particular zoning district.
- (b) In addition to all applicable conditions and requirements of this Ordinance, the Council may impose any conditions deemed appropriate in the public interest to secure compliance with the provisions of this Ordinance.
- (c) Once a Special Use Permit is granted, the use shall not be enlarged, extended, increased in intensity or relocated unless authorized by the Council.

Section 503 – Special Use Permit

- (d) Whenever a Special Use Permit is granted by the Council, the authorized activities shall be established within two (2) years of the date of approval with an extension of one (1) additional year with Council approval, or such Special Use Permit shall expire without notice. **(4/08)**
- (e) Should the owner or operator of the use covered by the Special Permit fail to observe all requirements of law with respect to the maintenance and conduct of the use and all permit conditions, the Council may, after due notice to permit holder and a public hearing, revoke the Special Use Permit.

503.2 APPLICATIONS

An application for a Special Use Permit may be submitted by the property owner of record, tenant, or contractor owner.

503.3 APPLICATION REQUIREMENTS

Applications for Special Use Permits shall be accompanied by seven (7) copies of the following items:

- (a) Letter of request, signed by property owner and applicant, outlining complete details of special use desired.
- (b) Site development plan.
- (c) Floor plan, front, side, and rear elevations of proposed new buildings.
- (d) Certified house location plat.
- (e) Information deemed necessary by the Zoning Administrator.
- (f) Applicable filing fee.

503.4 APPLICATION PROCEDURE

- (a) Application submitted to Zoning Administrator, which shall be referred to the Planning Commission for recommendation, and a public hearing shall be scheduled by the Town Council.
- (b) Review by the Planning Commission (public hearing if desired) and recommendation to Town Council.
- (c) Public hearing by Town Council.
- (d) Town Council action (In acting upon the application, the Town Council shall consider the following, among other relevant factors):
 1. The health, safety, and welfare of the general public.
 2. Physical and visual impact on adjoining and abutting properties.
 3. Adequate utilities, drainage, parking, and other necessary facilities to serve the proposed use.
 4. Compliance with the adopted master plan.
 5. Environmental compatibility.
 6. Community sentiment.
- (e) Applicant to be notified by Zoning Administrator of Town Council action.

BERRYVILLE TOWN COUNCIL

Set Public Hearing – Text Amendment – Fast Food Restaurant Parking Requirements – Section 305.17

December 13, 2016

The Berryville Planning Commission is sponsoring a text amendment as requested by Sean Millot, (Kimley-Horn and Associates, Inc.), Agent, (Michele Fascelli, Owner) to Article III, Section 305.17 of the Berryville Zoning Ordinance in order to modify parking requirements for “restaurant, fast food” to require one (1) space per 100 square feet of gross floor area and one (1) space for every four outside seats. TA 08-16

The Planning Commission initiated the text amendment and held a public hearing on this matter at their November 22, 2016 meeting. They recommended that Town Council approve the proposed text amendment to Article III, Section 305.17 of the Berryville Zoning Ordinance in order to allow for one parking space per 100 square feet of gross floor area and one (1) space for every four outside seats.

General Information

Municipal parking requirements are based on a number of factors including building use, square footage, and specific related needs (e.g., fuel pumps and drive through queues, number of shift employees, beds in a medical facility). The principal design objective for any parking lot is the provision of safety, convenience, and minimal interference to street traffic flow. Environmental aspects should also be taken into consideration when determining impervious parking lot size, design, treatment, and configuration.

Fast food restaurants are defined in Article I of the Berryville Zoning Ordinance as follows:

fast-food restaurant - Any place or premises used for sale, dispensing, or serving of food, refreshments, or beverages in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshments, or beverages in motor vehicles on the premises; a refreshment stand; a “drive-through” or primarily a “carry-out” establishment. Food may also be eaten inside.

Town and County staff conducted a significant study in 2002 and updates of the parking requirements were adopted for respective zoning ordinances. Current requirements for “restaurant, fast food” parking per Section 305.17 of the Berryville Zoning Ordinance are one (1) parking space for every 60 square feet of floor area plus three (3) queuing spaces for drive up facilities. The application under consideration would allow for one (1) parking space for every 100 square feet of floor area and one (1) space for every four (4) outside seats. Please note that this request does not affect parking requirements for conventional restaurants.

The applicant indicated that the proposed parking has been successful in new and renovation projects in Loudoun County as the number of drive-through customers has

increased. According to QSR (Quick Service Restaurant) Magazine (<https://www.qsrmagazine.com/reports/2016-qsr-drive-thru-study>), companies across the industry regularly see 60–70 percent of their business come through the outdoor lane. The Institute of Transportation Engineers (ITE) manual has identified an average parking demand for fast food restaurants of 9.95 spaces per 1,000 square feet of floor area for fast food uses which averages to one space for every 100 square feet of floor area.

The following items are included with this report:

- Application;
- proposed amendment; and
- Section 305, Minimum Off-Street Parking, of the Berryville Zoning Ordinance.

Recommendation

Set public hearing for the January 10, 2017 meeting.

LAND DEVELOPMENT APPLICATION TOWN OF BERRYVILLE

(Please print or type)

Current Property Owner Michele Fascelli
Owner's Address 36 West Main Street, Berryville, VA 22611
Phone 540-247-4974
Agent (Contact Person) Sean Millot, Kimley-Horn and Associates, Inc.
Agent's Address 11400 Commerce Park Drive, Suite 400, Reston, VA 20191
Phone 703-674-1337

Check Appropriate Request:

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

Complete As Applicable:

Nature of Request/Proposal: New construction; McDonald's Restaurant
Tax Map & Parcel Number(s): PIN 14-5-251F; Lot 251-F
Size of Project Site: 34,740 SF, or .79752 acres
Proposed # of Lots: 1 Existing Zoning BC

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: Sean Millot Date: 10/21/16

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: Michele Fascelli Date: 10/25/2016

OFFICE USE ONLY

Public Hearing Required? Dates Advertised

Adjoining Property Owners Notified?

Action Taken:

SECTION 305 – MINIMUM OFF-STREET PARKING

305.1

(a) Parking spaces and access driveways

There shall be provided at the time of erection of any main building or at the time any main building is enlarged, or at the institution or enlargement of any use, minimum off-street parking space with adequate provisions for entrance and exit. All parking spaces and access driveways shall be covered with an all-weather surface, unless as otherwise herein provided and shall be graded and drained to dispose of surface water. Stormwater shall be managed in accordance with the Town of Berryville *Stormwater Ordinance*. All commercial and industrial uses shall have a hard-surfaced or tar and chipped parking area(s) and access driveway(s) or Town-approved stabilized paver system. Please refer to Section 206 Floodplain Conservation Area for additional parking area requirements. (7/02)

(b) Parallel parking, dimensions for spaces and aisles (4/91)

| <u>Direction of Parking</u> | <u>Stall Width</u> | <u>Depth of Stalls</u> | <u>Aisle Width</u> |
|--|--------------------|------------------------|--------------------|
| One-way aisle (parking on one side) | 9 feet | 22 feet | 12 feet |
| One-way aisle (parking on both sides) | 9 feet | 22 feet | 15 feet |
| Two-way aisle (parking on both sides) | 9 feet | 22 feet | 20 feet |

(c) Angled parking, dimensions for spaces and aisles (4/91)

| <u>Parking Angle</u> | <u>Stall Width</u> | <u>Depth of Stalls Perpendicular to Aisle</u> | <u>One-way Aisle</u> | <u>Two-way Aisle</u> |
|----------------------|--------------------|---|----------------------|----------------------|
| 45 degrees | 9 feet | 19 feet | 15.5 feet | 18 feet |
| 60 degrees | 9 feet | 20 feet | 17 feet | 19 feet |
| 90 degrees | 9 feet | 18 feet | 23 feet | 23 feet |

305.2

A driveway or parking space shall be at least three (3) feet from a property line and no parking space for multiple-family dwelling shall be less than ten (10) feet from a residential structure on the lot unless as otherwise herein provided for townhouses and apartments.

305.3

There shall be provided at the time of the erection of any principal building or structure or at the time that any principal building or structure is altered, enlarged, or increased in size, not less than the parking space in the amounts stated herein. Minimum off-street parking space required may be reduced when the capacity and use of a particular building is changed in such a manner that the new use or capacity would require less space than before the change. Should a non-conforming structure or use be enlarged or extended, or should a use or structure be non-conforming because of parking requirements, additional parking need only be based on the requirements for the enlarged or expanded portion.

Section 305 - Minimum Off-Street Parking

305.4 The parking spaces required for one- and two-family dwellings shall be located on the same lot as the dwelling; the parking spaces required for other land uses shall be located on the same lot as the principal use or on a lot which is within three hundred (300) feet of the principal use, such distance to be measured along lines of public access to the property.

305.5 **SPECIAL PROVISIONS FOR COMMERCIAL (C) ZONING DISTRICT**
In the Commercial District (C), structures existing at the time of adoption of this Ordinance, which contain or may be changed at any future time to contain any non-residential use permitted in the Commercial (C) District, will not be required to have additional parking spaces above those provided when this Ordinance is adopted. This applies to the reconstruction of non-conforming commercial uses or structures. When it has been demonstrated to the satisfaction of the Planning Commission that the off-street parking requirements contained in this Section cannot be met due to the practical limitations of the site, and furthermore, that the off-site parking, as provided elsewhere in this Section, cannot be arranged to satisfy said requirements, the Planning Commission may decrease or waive the number of required off-street parking spaces for non-residential uses that are established after the date of the adoption of this Section. (7/02)

305.6 All new commercial construction on vacant land, or commercial uses begun where no commercial use existed at the time of adoption of this Ordinance, whether or not such property was previously zoned Commercial, shall provide the number of spaces required by other Sections of this Ordinance.

305.7 Collective provisions of off-street parking facilities for two or more structures or uses is permissible, provided that the total number of parking spaces is at least equal to the sum of the minimum number of required spaces computed separately for each use. Collective parking is subject to all previously stated parking requirements.

305.8 Off-Street Parking Space Requirements – Residential (7/02)
Single-Family Detached 2 for each dwelling unit
Two-Family Detached
Manufactured Homes
Multiple-Family, Planned Development
Townhouses See Section 309.8(a)
Apartments See Section 310.9(a)
All single- and two-family dwelling units shall have parking areas and access drives with an all-weather surface. All other uses shall have a hard-surfaced parking area and access drive or Town-approved surface.

305.9 Off-Street Parking Space Requirements – Transient Lodgings (7/02)
Hotel and Motel 1.25 for each guest room
Bed and Breakfast 2 for the dwelling, plus one for each guest room

Section 305 - Minimum Off-Street Parking

- 305.10** Off-Street Parking Space Requirements – Institutional Uses (7/02)
Churches or Places of Worship, 2 for every 4 seats of maximum
Assembly Halls, Community Centers, seating capacity in the
Similar places of public assembly main place of assembly or,
without fixed seating, 1 for
every four people based on
Building Code design capacity
Library, Museum, Art Gallery 1 for each 400 square feet of floor area

Parking space already provided to meet off-street parking requirements for stores, office buildings, and industrial establishments lying within three hundred (300) feet of the place of public assembly, as measured along lines of public access, and which are not normally in use on Sundays or between the hours of 6:00 P.M. and midnight on other days, may be used to meet not more than seventy-five (75) percent of the off-street parking requirements of a church or other similar public assembly.

- 305.11** Off-Street Parking Space Requirements – Educational Uses, Day Care, or Nurseries (7/02)
Kindergarten, Day Care Center, 1 for each 8 students based on
Nursery, private or public Building Code design capacity
Elementary, Intermediate, or 1 for each 8 students based on
Junior High, private or public Building Code design capacity
High School or College, 1 for each 4 students based on
Private or public Building Code design capacity

- 305.12** Off-Street Parking Space Requirements – Medical Uses (7/02)
Physician's or Dentist's Office, 1 for each 200 square feet of
Clinic, and Outpatient Hospital floor area
Hospital 2 for each bed
Veterinary Hospital 1 for each 300 square feet of
floor area

- 305.13** Off-Street Parking Space Requirements – Group, Nursing, and Convalescent Homes (7/02)
Group Housing 1 for each residence unit, plus 2 for
employees
Convalescent, Nursing, or Rest Homes 1 for each 3 beds

- 305.14** Off-Street Parking Space Requirements – Rental Center and Wholesale Stores (7/02)
Wholesale, Inventory, Storage, not 1 for each 1,000 square feet of
otherwise classified area devoted to floor area
enclosed storage

- 305.15** For Shopping Centers, see Section 308.4(a)

Section 305 - Minimum Off-Street Parking

- 305.21** Off-Street Parking Space Requirements – Sports Activities (7/02)
- | | |
|---|--|
| Bowling | 4 for each alley |
| Swimming Pools, Recreation Centers and similar establishments | 1 for each 4 persons based on Building Code design capacity |
| Skating Rinks | 1 for each 25 persons based on Building Code design capacity |
| Health Clubs | 1 for each 250 square feet of floor area |
| Golf Courses | 1 for each hole |
| Outdoor court Games (tennis, Basketball, and similar games) | 1 for each two players based upon maximum capacity |
- 305.22** Off-Street Parking Space Requirements – Service Uses (7/02)
- | | |
|--|--|
| Barber/Beauty Salon | 2 for each chair |
| Commercial Kennels for Boarding or Breeding, Animal Shelters | 1 for every 4 canine runs |
| Laundry, self-service | 1 for every 2 cleaning or laundry Machines |
| Dry Cleaning Establishment | 1 for each 200 square feet of floor area |
| Other | 1 for each 200 square feet of floor area |
- 305.23** Every parcel of land hereafter used as a public parking area shall have a hard surface. It shall have appropriate rails or stops and adequate screening where needed, as determined by the Zoning Administrator. Any lights used to illuminate said parking areas shall be so arranged as to reflect the light away from adjoining residential uses.

BERRYVILLE TOWN COUNCIL

Safe Routes to School and Revenue Sharing Projects with Clarke County Schools December 13, 2016

Safe Routes to School

The Town of Berryville, in partnership with Clarke County Public Schools, applied for a Safe Routes to School Infrastructure Grant in 2013. This grant cycle was the last to offer 100% funding for projects. While the costs have come in higher than the funding, VDOT representatives and Town Council recommended that staff and the consulting engineer re-scope the project. The project was broken into two phases. The first phase, which went out for bid in November, is the construction of the sidewalk away from the Swan Avenue travel lane. Staff has applied for additional funding, through VDOT's Transportation Alternatives (TA) Set Aside program, for the second phase of the project which is the demolition of the existing sidewalk and the creation of a shoulder along Swan Avenue. While there is no specific timeframe yet, a decision should be made to fund the gap in funding (approximately \$7,500). Continued delays will add additional costs to the project. If the project does not move forward, the Town must pay the monies spent (approximately \$34,654 to date). Per part 2.1 on the Bid Form, "The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner." Based on the 11/7/16 bid date, the 60 day period would end on 1/6/17. A decision needs to be made at this meeting.

Project Details

| | |
|--|----------|
| Original funding received: <i>(100% of original project cost)</i> | \$87,357 |
| Additional funding from SRTS: | \$8,735 |
| Total remaining funds: | \$61,438 |
| Low bid Phase 1: | \$68,770 |
| Additional funds needed: | \$7,332 |

Revenue Sharing

The Revenue Sharing Project is also a joint project with the Clarke County Public Schools. This application, which was submitted in November of 2015, is for funding flashing lights at the crosswalk located at South Buckmarsh Street (US 340) and Swan Avenue. This grant funds 50% of the cost of the lights. A previous Revenue Sharing project funded a sidewalk section along the east side of Page Street from Fairfax Street to Liberty Street. This project must be started by June 30, 2017.

Both projects were identified as priorities in the School Travel Plan that was submitted as part of the application for the Infrastructure project.

Documentation for both projects follows this report.

Project Details

| | |
|---|----------|
| Original funding received: <i>(50% of original project cost)</i> | \$13,500 |
| Total project cost (estimate) | \$27,000 |

Please note: estimated costs for this project have not been updated since the application was submitted to VDOT.

Recommendation

Discuss the additional costs with the Clarke County School Board within the next 30 days. A decision needs to be made for the SRTS bid at this meeting. Two motions (Safe Routes to School and Revenue Sharing) follow this report.

BERRYVILLE TOWN COUNCIL

**Safe Routes to School and Revenue Sharing Projects with Clarke County Schools
December 13, 2016**

Safe Routes to School Infrastructure Grant

ENGINEER'S OPINION OF CONSTRUCTION AND DESIGN COST - CONCEPT PLAN

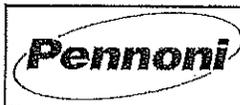
SIDEWALK IMPROVEMENTS

Swan Ave
Berryville, VA

Job No.
Prepared/Checked by: JRM/EUA
Date: 1/16/2013
Revised: 1/16/2013

THIS ESTIMATE OF CONSTRUCTION COST IS SUPPLIED FOR
GUIDANCE ONLY SINCE THE ACCURACY OF THE FIGURES
SHOWN MAY FLUCTUATE DUE TO LABOR AND MATERIAL
PRICES, COMPETITIVE BIDDING AND MARKET CONDITIONS.

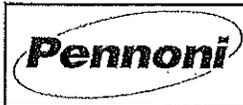
| ITEM | QUANTITY | UNIT | UNIT COST | TOTAL COST |
|---|----------|------|-------------------|-----------------|
| 01.00 GENERAL REQUIREMENTS: | | | | |
| 01.01 Mobilization | 1 | LS | 8,000.00 | \$8,000 |
| 01.02 Maintenance Of Traffic | 1 | LS | 2,000.00 | \$2,000 |
| 01.03 Construction Stakeout | 1 | LS | 1,000.00 | \$1,000 |
| | | | SUBTOTAL | \$11,000 |
| 02.00 SITE PREPARATION, DEMOLITION AND EARTHWORK | | | | |
| 02.01 Site Preparation | 570 | LF | 6.25 | \$3,563 |
| 02.02 Finish Grading | 950 | SY | 2.00 | \$1,900 |
| 02.02 Remove And Dispose Ex. Sidewalk | 250 | SY | 10.00 | \$2,500 |
| 02.05 Remove And Dispose Ex. Ramp | 1 | EA | 150.00 | \$150 |
| | | | SUBTOTAL | \$8,113 |
| 03.00 SIDEWALK | | | | |
| 03.01 Concrete Sidewalk, 5-Foot Wide, 4" Thick | 2850 | SF | 10.00 | \$28,500 |
| 03.02 Concrete H/C Ramp | 1 | EA | 600.00 | \$600 |
| 03.03 Detectable Surface | 20 | SF | 40.00 | \$800 |
| | | | SUBTOTAL | \$29,100 |
| 04.00 MISCELLANEOUS | | | | |
| 04.01 ESC and Maintenance | 1 | LS | 5,000.00 | \$5,000 |
| 04.02 Permanent Seed and Mulch | 950 | SY | 3.00 | \$2,850 |
| 04.05 Pavement Markings | 1 | EA | 500.00 | \$500 |
| 04.06 Signage | 1 | EA | 400.00 | \$400 |
| | | | SUBTOTAL | \$8,750 |
| CONSTRUCTION COST | | | | \$56,963 |
| 10.00 PROFESSIONAL SERVICES | | | | |
| 10.01 Topographic Survey | 1 | LS | 2,000.00 | \$2,000 |
| 10.01 Engineering Design | 1 | LS | 8,000.00 | \$8,000 |
| 10.02 Environmental Report | 1 | LS | 4,000.00 | \$4,000 |
| 10.03 Bidding and Construction Management | 1 | LS | 5,000.00 | \$5,000 |
| | | | SUBTOTAL | \$19,000 |
| DESIGN AND CONSTRUCTION COST | | | | \$75,963 |
| | | | Contingency - 10% | \$7,596 |
| | | | VDOT Fees - 5% | \$3,798 |
| TOTAL COST | | | | \$87,357 |



Pennoni Associates Inc.
 Consulting Engineers
 Project: SWAN AVENUE SIDEWALK PROJECT
 Subject: Phase 1 Cost Estimate - Draft

Job No: TBVL1401
 Date: 8/17/2016
 Des By: KVS
 Chk By:

| ITEM | UNIT | QUANTITY | PRICE | TOTAL |
|---|------|----------|------------|--------------------|
| DEMOLITION | | | | |
| DEMOLITION OF EX. SIDEWALK ALONG SWAN AVENUE | SY | - | \$30.00 | \$0.00 |
| DEMOLITION OF EX. SIDEWALK & CURBING AT SCHOOL | SY | - | \$30.00 | \$0.00 |
| REMOVAL OF EX. PEDESTRIAN CROSSING, STRIPING, SIGNS AND SIGNPOLES | SY | - | \$750.00 | \$0.00 |
| E&S | | | | |
| TEMPORARY CONSTRUCTION ENTRANCE | EA. | 1 | \$1,000.00 | \$1,000.00 |
| SILT SOCK - OWNER SUPPLIED | LF | 150 | \$2.00 | \$300.00 |
| INLET PROTECTION | EA. | 3 | \$250.00 | \$750.00 |
| EARTHWORKS | | | | |
| CLEARING AND GRUBBING: | AC | 0.4 | \$2,000.00 | \$860.00 |
| STRIP AND STORE TOPSOIL (ASSUME 6") | AC | 0.4 | \$4,000.00 | \$1,720.00 |
| CUT TO FILL | CY | 60 | \$20.00 | \$1,200.00 |
| IMPORT FILL | CY | 164 | \$25.00 | \$4,100.00 |
| FINAL GRADING | SY | 1,172 | \$7.50 | \$8,790.00 |
| SEEDING (5lbs/1000 sq.ft.) | LB | 11.00 | \$25.00 | \$275.00 |
| PAVEMENT | | | | |
| STD. CG-2 AT NEW CG-12A LOCATIONS | LF | - | \$25.00 | \$0.00 |
| SAW CUT ASPHALTIC CONCRETE FOR NEW SHOULDER | LF | - | \$2.50 | \$0.00 |
| 8" AGGREGATE BASE - NO.21B | TON | - | \$26.00 | \$0.00 |
| 8" OGB UNDERDRAIN DAYLIGHT | TON | - | \$26.00 | \$0.00 |
| SIDEWALK | | | | |
| CEMENT CONCRETE SIDEWALK 4" | SY | - | \$75.00 | \$0.00 |
| CONCRETE H/C RAMP | EA. | - | \$950.00 | \$0.00 |
| DRAINAGE | | | | |
| DITCH GRADING | LF | 250 | \$25.00 | \$6,250.00 |
| CULVERT, PVC SCHEDULE 80, 6" | LF | 180 | \$45.00 | \$8,100.00 |
| CLASS I RIP RAP UNGROUTED | SY | 14 | \$38.00 | \$532.00 |
| ASPHALTIC SIDEWALK | | | | |
| 1.5" SURFACE COURSE - S-12.5A | TON | 74 | \$110.00 | \$8,140.00 |
| 6" AGGREGATE BASE - NO.21B | TON | 155 | \$26.00 | \$4,030.00 |
| 8" OGB | TON | 5 | \$26.00 | \$130.00 |
| GENERAL | | | | |
| MAINTENANCE OF TRAFFIC | LS | | | \$1,000.00 |
| MOBILIZATION | LS | | | \$7,000.00 |
| TOTAL BID AMOUNT | | | | \$54,177.00 |
| CONTINGENCIES @ 10% | | | | \$5,417.70 |
| ENGINEERING - BIDDING | | | | \$1,600.00 |
| ENGINEERING - CONSTRUCTION ADMIN | | | | \$2,000.00 |
| GRAND TOTAL | | | | \$63,194.70 |



Pennoni Associates Inc.
 Consulting Engineers
 Project: SWAN AVENUE SIDEWALK PROJECT
 Subject: Phase 2 Cost Estimate - Draft

Job No: TBVL1401
 Date: 8/17/2016
 Des By: KVS
 Chk By:

| ITEM | UNIT | QUANTITY | PRICE | TOTAL |
|---|------|----------|------------|--------------------|
| DEMOLITION | | | | |
| DEMOLITION OF EX. SIDEWALK ALONG SWAN AVENUE | SY | 278 | \$30.00 | \$8,340.00 |
| DEMOLITION OF EX. SIDEWALK & CURBING AT SCHOOL | SY | 37 | \$30.00 | \$1,110.00 |
| REMOVAL OF EX. PEDESTRIAN CROSSING, STRIPING, SIGNS AND SIGNPOLES | SY | 1 | \$750.00 | \$750.00 |
| E&S | | | | |
| TEMPORARY CONSTRUCTION ENTRANCE | EA. | - | \$1,000.00 | \$0.00 |
| SILT SOCK - OWNER SUPPLIED | LF | - | \$2.00 | \$0.00 |
| INLET PROTECTION | EA. | - | \$250.00 | \$0.00 |
| EARTHWORKS | | | | |
| CLEARING AND GRUBBING: | AC | - | \$2,000.00 | \$0.00 |
| STRIP AND STORE TOPSOIL (ASSUME 6") | AC | - | \$4,000.00 | \$0.00 |
| CUT TO FILL | CY | - | \$20.00 | \$0.00 |
| IMPORT FILL | CY | - | \$25.00 | \$0.00 |
| FINAL GRADING | SY | - | \$7.50 | \$0.00 |
| SEEDING (6lbs/1000 sq.ft.) | LB | - | \$25.00 | \$0.00 |
| PAVEMENT | | | | |
| STD. CG-2 AT NEW CG-12A LOCATIONS | LF | 7 | \$25.00 | \$175.00 |
| SAW CUT ASPHALTIC CONCRETE FOR NEW SHOULDER | LF | 500 | \$2.50 | \$1,250.00 |
| 8" AGGREGATE BASE - NO.21B | TON | 155 | \$26.00 | \$4,030.00 |
| 8" OGB UNDERDRAIN DAYLIGHT | TON | 3 | \$26.00 | \$78.00 |
| SIDEWALK | | | | |
| CEMENT CONCRETE SIDEWALK 4" | SY | 31 | \$75.00 | \$2,325.00 |
| CONCRETE H/C RAMP | EA. | 1 | \$950.00 | \$950.00 |
| DRAINAGE | | | | |
| DITCH GRADING | LF | - | \$25.00 | \$0.00 |
| CULVERT, PVC SCHEDULE 80, 6" | LF | - | \$45.00 | \$0.00 |
| CLASS I RIP RAP UNGROUTED | SY | - | \$38.00 | \$0.00 |
| ASPHALTIC SIDEWALK | | | | |
| 1.5" SURFACE COURSE - S-12.5A | TON | - | \$110.00 | \$0.00 |
| 6" AGGREGATE BASE - NO.21B | TON | - | \$26.00 | \$0.00 |
| 8" OGB | TON | - | \$26.00 | \$0.00 |
| GENERAL | | | | |
| MAINTENANCE OF TRAFFIC | LS | | | \$1,000.00 |
| MOBILIZATION | LS | | | \$7,000.00 |
| TOTAL BID AMOUNT | | | | \$27,008.00 |
| CONTINGENCIES @ 10% | | | | \$2,700.80 |
| ENGINEERING - BIDDING | | | | \$2,000.00 |
| ENGINEERING - CONSTRUCTION ADMIN | | | | \$3,000.00 |
| GRAND TOTAL | | | | \$34,708.80 |

BID TABULATION for

TOWN OF BERRYVILLE
 JOHNSON WILLIAMS MIDDLE SCHOOL
 SRTS SIDEWALK IMPROVEMENTS PROJECT - PHASE 1
 SRTS-168-007 - UPC105272

BIDS DUE: 2:00 PM, MONDAY, NOVEMBER 7, 2016
 BIDS OPENED: 2:00 PM, MONDAY, NOVEMBER 7, 2016
 BID OFFICIALS: CHRISTY DUNKLE & KARL SCHAEFFER
 ENGINEER: PENNONI ASSOCIATES INC.

| GENERAL CONTRACTOR | BIDDER INFORMATION | | | | | TOTAL BASE BID |
|--|----------------------|--------------------------|-----------------|------------------------|-----------------------|----------------|
| | VA. REGISTRATION NO. | ADDENDA REC'D (1 ISSUED) | BID FORM SIGNED | BID BOND / CERT. CHECK | WORK PAPERS SUBMITTED | |
| Lantz Construction Company of Winchester 221 Aviation Drive Winchester, VA 22602 | 2701 027775 | Yes | Yes | BB | No | \$68,800.00 |
| A&M Concrete Corporation 43760 Trade Center Place, Suite 160 Dulles, VA 20166 | 2705 031795A | No | Yes | BB | No | \$167,527.50 |
| W-L Construction & Paving, Inc P. O. Box 339, 2786 Martinsburg Pike Stephenson, VA 22656 | 2701 017666A | Yes | Yes | BB | No | \$73,199.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Appendix A

Transportation Alternatives Eligibilities

| Activity | Eligible | Not Eligible |
|--|--|--|
| <p><u>Activity #1:</u></p> <p>Construction, planning and design of on-road and off-road trail facilities for pedestrians, bicyclists and other non-motorized forms of transportation</p> | <ul style="list-style-type: none"> • Trails on and off road • New sidewalks • Rehabilitating existing sidewalks to comply with ADA standards and to improve pedestrian access • Other ADA pedestrian improvements including curb ramps and truncated domes • Bicycle lanes • Bicycle parking and bus racks • Bicycle and pedestrian bridges and underpasses • Rails-with-Trails • Equestrian trails when built along with a shared use path | <ul style="list-style-type: none"> • Sidewalk repair, drainage improvements or other maintenance activities • Circular trails / sidewalks • Facilities located wholly on one site or property that do not provide a connection to existing trails or sidewalks outside the site or property • Trails for equestrian use only • Recreational facilities • Any non-ADA compliant trail / sidewalk facility • Way-finding signage / program as a stand-alone project • Preliminary work including feasibility / location studies and master plans |
| <p><u>Activity #2:</u></p> <p>Construction, planning and design of infrastructure-related projects and systems that will provide safe routes for non-drivers including children, older adults and individuals with disabilities to access daily needs</p> | <ul style="list-style-type: none"> • Pedestrian and bicycle signals and crosswalks • Pedestrian lighting and other safety-related infrastructure • Safe connections to public transportation | <ul style="list-style-type: none"> • Bicycle and pedestrian safety / educational programs (see SRTS eligibilities for K-8) • Lighting fixtures intended for aesthetic purposes only (instances where adequate lighting already exists) • Roadway lighting |
| <p><u>Activity #3:</u></p> <p>Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists or other non-motorized transportation users</p> | <ul style="list-style-type: none"> • Rails-to-Trails facilities | <ul style="list-style-type: none"> • Projects solely to preserve abandoned railroad right of way • Trail facilities for motorized vehicles (ATVs, dirt bikes, snowmobiles, etc) • Maintenance and/or upkeep of trails (including the purchase of equipment) |

| | | |
|--|---|--|
| <p><u>Activity #4:</u></p> <p>Construction of turnouts, overlooks and viewing areas</p> | <ul style="list-style-type: none"> • Turnouts, overlooks and viewing areas that interpret a scenic or historic site | <ul style="list-style-type: none"> • Interpretation and other amenities installed without construction of a turnout, overlook or viewing area • Safety rest areas • Visitor / welcome centers • Farmers markets, entertainment pavilions, etc. • Staffing, operating or maintenance costs of the pull off • Marketing and promotional activities |
| <p><u>Activity #5:</u></p> <p>Inventory, control or removal of outdoor advertising</p> | <ul style="list-style-type: none"> • Billboard inventories including those done with GIS/GPS • Removal of illegal and non-conforming billboards (non-conforming signs are those lawfully erected but that no longer comply with the Highway Beautification Act of 1965) | <ul style="list-style-type: none"> • Administration or operating expenses involved in State outdoor advertising program activities |
| <p><u>Activity #6:</u></p> <p>Historic preservation and rehabilitation of historic transportation facilities</p> | <ul style="list-style-type: none"> • Rehabilitation and /or restoration of historic transportation facilities including: train depots, rail trestles, bridges, lighthouses, bus terminals, tunnels, canals, locks and tow paths • Properties previously owned and operated by the railroad (example - railway offices and station master's house) • Historic toll facilities | <ul style="list-style-type: none"> • Historic buildings that are not part of the historic transportation <u>infrastructure</u> (for example: inns and taverns, gas stations and carriage houses) • Projects that do not intend to comply with Secretary of the Interior Standards for Restoration and Rehabilitation • Improvements that will not maintain the historic integrity of the structure • Operation of historic transportation facilities • Spaces not open / accessible to the public • Spaces used in for-profit enterprises • Constructing a replica of an historic transportation facility • Construction of new rail / |

| | | |
|--|---|---|
| | | <ul style="list-style-type: none"> passenger stations Transportation infrastructure not related to surface transportation (i.e. air and space travel) |
| <p><u>Activity #7:</u></p> <p>Vegetation management practices in transportation rights of way</p> | <ul style="list-style-type: none"> Vegetation to improve transportation safety (could include removal of vegetation to improve sight distance) Removal / management of invasive species Planting of grasses or wildflowers to manage / prevent erosion along transportation corridors | <ul style="list-style-type: none"> Landscaping as scenic beautification / stand-alone landscaping project Landscaping off transportation rights of way Gateway signage |
| <p><u>Activity #8:</u></p> <p>Archaeological activities relating to impacts from implementation of a transportation project</p> | <ul style="list-style-type: none"> Archeological excavations and surveys related to a transportation project Archeological activities required as part of a MAP-21 eligible project Interpretation and display of artifacts discovered as part of a transportation project | <ul style="list-style-type: none"> Archeological activities not related to a transportation project eligible under federal Title 23 |
| <p><u>Activity #9:</u></p> <p>Environmental mitigation activities to decrease the negative impacts of roads on the natural environment</p> | <ul style="list-style-type: none"> Stormwater management activities related to highway run-off that address water pollution and improve the ecological balance of local streams and rivers Detention and sediment basins Stream channel stabilization Storm drain stenciling and river / stream clean-ups | <ul style="list-style-type: none"> Drainage improvements related to poor maintenance Stormwater management activities not related to highway run-off and water pollution |
| <p><u>Activity #10:</u></p> <p>Wildlife mortality mitigation activities to decrease the negative impacts of roads on the natural environment</p> | <ul style="list-style-type: none"> Wetlands acquisition and restoration Wildlife underpasses and overpasses to improve wildlife passage and habitat connectivity Improvements to decrease vehicle-caused wildlife mortality | <ul style="list-style-type: none"> Projects not related to the negative impacts of highway construction |

Transportation Alternatives Program (TAP) funding cannot participate in the maintenance or upkeep of facilities nor can it be used to fund operating or staffing costs. All facilities constructed or improved with TA funds must be open and accessible to the public and cannot be for-profit enterprises.

The Transportation Alternatives Program as defined in MAP-21 **eliminated** three of the activities previously eligible under the SAFETEA-LU Transportation Enhancement (TE) program:

- Acquisition of Scenic Easements and Scenic or Historic Sites
- Historic Preservation **
- Transportation Museums

Other TE activities were **modified** in the new legislation:

Bicycle and Pedestrian Safety and Educational Activities – Under TAP these activities are no longer eligible under TA, but are still eligible for audiences K – 8th grade as part of the Safe Routes to School (SRTS) eligibilities (non-infrastructure).

Scenic or Historic Highway Programs including Tourist and Welcome Centers – Under TAP this activity is limited to the construction of turnouts, overlooks and viewing areas. Eliminated are the tourist and welcome centers that were previously eligible as well as the promotional and marketing activities (signage, brochures, and websites) for historic driving tours like the Civil War Trails and Road to Revolution.

Landscaping and Scenic Beautification – Under TAP this activity was re-defined as “vegetation management” narrowing the geographic scope of landscaping to along “transportation right of way” and changing the focus from beautification to vegetation management. Relocating overhead utilities was a popular “beautification” activity formerly eligible under this activity that was eliminated by definition.

Rehabilitation and Operation of Historic Transportation Buildings, Structures or Facilities – Under TAP the “operation” of historic transportation facilities such as the Erie Canal was eliminated but preservation and rehabilitation of these facilities are still eligible activities.

** Under TAP the only historic preservation activities eligible are limited to transportation infrastructure as defined in Activity #6. Historic preservation or rehabilitation of non-transportation facilities such as historic mills, courthouses, inns and taverns, was eliminated even if the structures have a strong transportation link or future transportation use.

BERRYVILLE TOWN COUNCIL
Safe Routes to School and Revenue Sharing Projects with Clarke County Schools
December 13, 2016

Revenue Sharing

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



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

www.berryvilleva.gov

RESOLUTION OF TOWN OF BERRYVILLE

At a regularly scheduled meeting of the Town of Berryville Town Council on November 10, 2015, on a motion by Mary Daniel, seconded by Doug Shaffer, the following resolution was adopted by a vote of 5 (yay) to 0 (nay) to 1 (absent):

WHEREAS, the Council of the Town of Berryville desires to submit an application for an allocation of funds of up to \$13,500 through the Virginia Department of Transportation Fiscal Year 2016-17, Revenue Sharing Program; and,

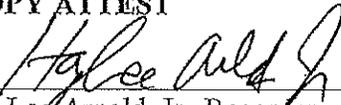
WHEREAS, \$13,500 of these funds are requested to fund a pedestrian activated flashing crossing light on South Buckmarsh Street at the intersection of Swan Avenue; and,

NOW, THEREFORE, BE IT RESOLVED THAT: The Council of the Town of Berryville hereby supports this application for an allocation of \$13,500 through the Virginia Department of Transportation Revenue Sharing Program

BE IT FURTHER RESOLVED THAT the Council of the Town of Berryville hereby grants authority for the Town Manager to execute project administration agreements for any approved revenue sharing projects.

ADOPTED this 10th day of November, 2015

A COPY ATTEST



Harry Lee Arnold, Jr., Recorder

Wilson Kirby
Mayor

Harry Lee Arnold, Jr.
Recorder

Council Members

Douglas A. Shaffer
Ward 1

H. Allen Kitzelman, III
Ward 2

Mary L.C. Daniel
Ward 3

David L. Tollett
Ward 4

Keith R. Dalton
Town Manager

BERRYVILLE TOWN COUNCIL

MOTION FOR APPROVAL RESOLUTION REQUESTING REVENUE SHARING
FUNDS FROM VDOT

Date: November 10, 2015

Motion By: Mary Daniel

Second By: Doug Shaffer

I move that the Council of the Town of Berryville approve the attached resolution requesting VDOT Revenue Sharing funds in order to install a flashing pedestrian signal at the intersection of South Buckmarsh Street and Swan Avenue.

VOTE:

Aye: Mayor Wilson Kirby
Harry Lee Arnold, Jr.
Douglas Shaffer
Allen Kitseiman
Mary Daniel

Nay:

Absent: David Tollett

ATTEST:



Harry Lee Arnold, Jr., Recorder

SUMMARY OF PROJECTS - Designation of Funds Form

FY2017 Revenue Sharing Program

Locality: Town of Berryville

\$10 million maximum allocation per locality and no more than \$5 million of that amount may be allocated to maintenance projects

CONSTRUCTION FUNDS BEING REQUESTED:

| Locality's Priority | Route # | Road Name | Requested State Match up to \$1M for Construction | Requested State Match Over \$1M for Construction | TOTAL CONSTRUCTION FUNDS REQUESTED FOR PROJECT |
|--|---------|---------------------|---|--|--|
| 1 | US340 | S. Buckmarsh Street | \$13,500 | \$0 | \$13,500 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
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| | | | | | \$0 |
| | | | | | \$0 |
| TOTAL CONSTRUCTION FUNDS REQUESTED: | | | \$13,500 | \$0 | \$13,500 |

MAINTENANCE FUNDS BEING REQUESTED: (cannot exceed \$5 million and is part of total \$10M)

| Locality's Priority | Route # | Road Name | Requested State Match up to \$1M for Maintenance | Requested State Match Over \$1M for Maintenance | TOTAL MAINTENANCE FUNDS REQUESTED FOR PROJECT |
|---|---------|-----------|--|---|---|
| | | | \$0 | \$0 | \$0 |
| | | | \$0 | \$0 | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
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| | | | | | \$0 |
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| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| TOTAL MAINTENANCE FUNDS REQUESTED: | | | \$0 | \$0 | \$0 |

| | | | | | |
|--|--|--|----------|-----|----------|
| GRAND TOTAL OF ALL FUNDS REQUESTED: | | | \$13,500 | \$0 | \$13,500 |
|--|--|--|----------|-----|----------|


Christy Dunlap
Locality Representative

10/30/2015
Date Submitted

VDOT Representative

Date Reviewed

ANTICIPATED FUTURE YEAR REVENUE SHARING FUNDING REQUESTS

| YEAR | CONSTRUCTION | MAINTENANCE | TOTAL REQUESTED |
|----------------|----------------------|----------------------|----------------------|
| YR2 | Funding undetermined | Funding undetermined | Funding undetermined |
| YR3 | | | |
| YR4 | | | |
| YR5 | | | |
| YR6 | | | |
| TOTALS: | | | |

If known, please identify the specific projects you currently anticipate requesting funding for in future years below:

| YEAR | Route/Road Name | Existing Project (Yes or No) | Brief Scope of Work (example - widening, intersection improvement, drainage, etc.) |
|------|--|------------------------------|--|
| 2018 | VA 7 Bus (W. Main St.) at Lincoln Ave. | No | flashing pedestrian signal |
| 2019 | 1015/W. Fairfax St. | No | R/W acquisition; c, g, s; drainage |
| | | | |
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This information is for informational purposes and is non-binding. It has been requested to assist VDOT staff with long range planning and budgeting.

Failure to provide this information does not prevent you from applying for funding in the future.

Clarke County Public Schools

Dr. Chuck Bishop
Superintendent

309 West Main Street
Berryville, Virginia 22611
Phone: 540-955-6100
Fax: 540-955-6109
www.clarke.k12.va.us

Dr. Cathy Seal
Director of Curriculum and Instruction

Rick Catlett
Assistant Superintendent

Randy Trenary
Director of Operations

"Encourage Inspire Empower"

October 29, 2015

Keith R. Dalton
Town Manager
101 Chalmers Court, Suite A
Berryville, VA 22611

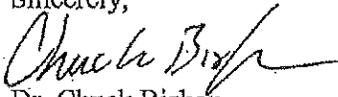
Dear Keith,

On behalf of Clarke County Public Schools, I wish to thank you for including us in the discussion related to the proposed flashing pedestrian sign at the intersection of South Buckmarsh Street (Route 340) and Swan Avenue in Berryville. Part of our mission as a school division is to ensure the safety of our students not only while they are in our buildings, but also on the way to and from school as well. It is our belief that a well-marked pedestrian crossing in that location would be a significant improvement.

Please accept this correspondence as formal support for the Town of Berryville to apply for a grant through the VA Department of Transportation that would, in part, fund the flashing pedestrian sign. Clarke County Public Schools stands ready to collaborate with the Town of Berryville to add this important safety measure.

If I can be of further assistance during this process, please do not hesitate to let me know.

Sincerely,



Dr. Chuck Bishop
Division Superintendent

BERRYVILLE TOWN COUNCIL

MOTION TO FUND SAFE ROUTES TO SCHOOL PROJECT

Date: December 13, 2016

Motion By:

Second By:

I move that the Council of the Town of Berryville accept the low bid for Phase 1 of the Johnson-Williams Middle School Safe Routes to School Infrastructure project using money from the General Contingency fund to cover the overage and seek funding from the Clarke County School Board to assist with the overage.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

BERRYVILLE TOWN COUNCIL

**MOTION TO FUND REVENUE SHARING PROJECT FOR FLASHING
PEDESTRIAN LIGHTS AT US 340 AND SWAN AVENUE**

Date: December 13, 2016

Motion By:

Second By:

I move that the Council of the Town of Berryville finalize the approved Revenue Sharing application and enter into an agreement with the Clarke County Public Schools in order fund the installation of two flashing pedestrian lights at the crosswalk located at US 340 and Swan Avenue.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

Attachment 5

MINUTES
BERRYVILLE TOWN COUNCIL
BUDGET AND FINANCE COMMITTEE
Berryville-Clarke County Government Center
Regular Meeting
November 22, 2016
10:30 a.m.

Committee members: Present- Erecka Gibson, Chair; Patricia Dickinson
Staff: Keith Dalton, Town Manager; Dave Tyrrell, Director of Utilities; Ann Phillips, Town Clerk
Others: Harry Lee Arnold Jr.; Alton Echols; Brian McClemens; 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 – Wastewater Treatment Plant Membrane Pre-Purchase

Mr. Tyrrell recapped the issue saying with the inevitable need to replace the membranes, the pre-purchase plan in conjunction with GE allows the Town to lock in lower costs. He continued saying that the pre-purchase arrangement allows labor and programming to be obtained at today's rates, meaning a savings of \$167,000 over market rates. He explained additional upgrades, including the LEAPmbr system, planned in conjunction with the pre-purchase agreement. Mr. Tyrrell said the pre-purchase agreement requires the first annual payment of \$90,000 to be made in January 2017. He said if the Town does not opt to take advantage of the pre-purchase, there will no longer be a price guarantee and market price will apply when the membrane is replaced.

Ms. Gibson asked if there are any disadvantages to the pre-purchase. Mr. Tyrrell said the only disadvantage is the Town is in the middle of a budget cycle and would have to reallocate the necessary funds. He added that the plan would allow technology to automatically advance, so the Town would not be locked in to old technology.

Ms. Gibson asked what the plan had been in the past to address the issue. Mr. Dalton highlighted the history of the topic, explained that the Council had been saving for the purchase, and said the Council has funds in reserve. He said the Council could pass a budget amendment to address the January 2017 payment and add a line item under Utilities.

There was discussion of how the payments will be funded and the status of availability fees. Ms. Dickinson said she would like an additional report on the project and listed the topics she would like to see on the report. The committee discussed the options of whether to put money away, or not to save money and then paying the market price later.

Ms. Gibson asked about the timing of the payment, and Mr. Tyrrell said that GE would need to invoice the Town in January. By consensus, the Committee agreed to add the topic to the December agenda unless it is determined by Mr. Tyrrell that the matter could be decided at the January 10, 2017, meeting.

3. Discussion – Mapping of Internal Controls

The Committee and Mr. Dalton discussed the RFP due date. There was discussion of the job positions affected by the retirement of the current Police Dept. – Admin employee. Mr. Dalton said the plan is to shift some duties to the Police Dept. – Admin. Position from the Town business office, adding that duties of the Front Desk Clerk and the Town Clerk would be adjusted also. He said the goal is to add eight hours per week of staff time to support the Treasurer. He said he and Chief White agree that the current sworn staff are more independent with their paperwork, and the time is right to flex this position to assist in the business office. He added Police Department may begin using E-citation, which will reduce internal paperwork even more. Mr. Dalton said his concern has been to finalize these job descriptions before the controls are mapped. Regarding the RFP, Mr. Dalton invited Committee members to send their suggestions for review criteria and weighting to Desi in preparation for reviewing the proposals.

4. Discussion – Budget Analysis / Variance Report

The Committee discussed the guidelines provided to the Treasurer by Ms. Gibson. The Committee discussed the first report prepared by the Treasurer and noted that it contained more explanations than necessary. The Committee members decided they will work with the Treasurer to streamline the report. Ms. Gibson provided a list of changes, guidance, and sample variance descriptions. Ms. Dickinson suggested that if a variance is expected to remain throughout the budget year, it should be so noted. Ms. Gibson said that, overall, she liked how the Treasurer had organized the reports. Ms. Dickinson also suggested an explanation of contingency funds moved in the Cash Disbursement report.

5. Adjourn

The committee adjourned at 11:24 a.m.

Attachment 6

Please find attached David Tyrrell's justification for entering into an agreement with General Electric for the pre-purchase of ZeeWeed wastewater membrane modules.

As you know, this matter has been discussed by the Streets and Utilities Committee and the Budget and Finance Committee. The Streets and Utilities Committee concurred with staff's recommendation that the Town continue to plan and prepare for the replacement of the WWTP membrane modules. The task of providing a recommendation to the Town Council regarding whether it is prudent to enter into the pre-purchase agreement was referred to the Budget and Finance Committee. The Budget and Finance Committee has discussed the matter and will provide staff with the specifics of the financial analysis that they want presented to Town Council in this matter.

The current budget provided for \$50,000 to be placed in reserve for eventual purchase of membrane modules. If the Council wants to expend \$90,000 in FY17 on this item, then the budget would need to be amended. A public hearing would need to be held prior to the approval of such an amendment.

Mr. Tyrrell has noted that the Town Council must make a determination on this matter at its January 2017 meeting for the Town to be able to enter into this agreement. If the Town Council is inclined to examine this seriously, then it is recommended that a public hearing be set for the January meeting for a budget amendment to pay the first installment in FY17.

Keith Dalton

From: Dave Tyrrell
Sent: Friday, November 18, 2016 8:58 AM
To: Keith Dalton
Subject: Membrane Prepurchase
Attachments: Membrane Prepurchase Info Packet.pdf

Keith,

Attached is the membrane pre-purchase information. On page 3 of this document is a simple breakdown of the cost of the membranes we are locking in and the market value of the membranes at the time we are looking to purchase. The pre-purchase will save us \$163,944 on just the membranes compared to if we purchase in 2020 or 2021. The savings is not predicted past that because I do not know the market value of the membrane modules after that time period. Additionally we are locking in certain engineering and design work which GE can start to develop now knowing the purchase of the upgrade is coming. By locking in these additional services we also will save on labor cost which will only go up. I cannot give you a total savings because there is no estimate on the engineering and programming cost involved for in the future. I will say that this cost does not go down from here. I will be ready to cover this with council Tuesday next week.

David A Tyrrell
Director of Utilities
Town of Berryville, VA
101 Chalmers Ct. Suite A
Berryville VA 22611
dtyrrell@berryvilleva.gov
(v) 540-955-1982
(f) 540-955-1213

Memo

To: Keith Dalton, Town Manager
From: Dave Tyrrell
Date: July 19, 2016
Cc: Budget and Finance Committee, Jeff Capps
Re: Future Membrane Replacement Proposal

Keith,

Last week I received the attached Budgetary Membrane Replacement Proposal from GE Water Process Technologies. While I am still digesting everything in the proposal and there are a few items I wish to negotiate with GE, namely the falling short by 300 ft² of existing membrane surface area, I wanted to get this information to you to be aware of what we are looking at for this upcoming cost.

The first item is module replacement. GE has provided the cost of new membrane modules for operating years 10 through 15 using the same pricing originally granted us for membrane replacement. In operating year 10 which is October 19, 2022 to October 18, 2023 the price per module is \$1,540. This goes up for years 12 through 15. In year 15, which is after October 18, 2026, we will be looking at purchasing each module at full commercial price of \$1,894. Please note that should the inflation rate increase, these prices will also increase.

The new modules have an additional 30 ft² of surface area which will reduce the number of modules we will need to purchase. We are currently looking at the purchase of 504 of the membrane modules. This may change by a few units with negotiation. Page 9 of 27 list what GE requires of the Town to provide us with the special pricing. The total cost for the membranes, shipping to our site, and GE personnel for two weeks to help with the installation is \$965,000 plus taxes, fees, and shipping which cannot be priced until time of shipping due to the inability to know those cost this far in advance. We would be responsible for preparation and returning the shipping crates back to the factory in Hungary. I am still researching everything involved with this due to the pest controls and certifications required for the return shipping.

In addition to the membrane replacement, I am looking to upgrade the membrane aeration process to the new LEAPmbr system. This new technology eliminates the cyclic valves and can reduce power needs (not to mention all of the maintenance and time we spend on those cyclic valves) by reducing the number of blowers required to

be on line. This additional upgrade is \$102,000 which could pay for itself in just two or three years with reduced maintenance, power, and employee call back for cyclic valve failures. Total cost of both upgrades is \$1,067,000.

As part of the pre-purchase to maintain the reduced membrane cost beyond the original 10 year period, GE is looking for a payment of \$90,000 per year starting in January 2017 for the next six years or \$540,000 pre-paid. This presents a problem we need to discuss since it took so long to get this proposal from GE and the 2017 budget is set. The Town will need to save an estimated \$570,000 in the same six year time frame to cover the remainder of the purchase cost, shipping, and crate return cost.

Please keep in mind that it appears the actual membrane cost is tied to inflation rates and can change even with the pre-purchase agreement. What this agreement does is extend the amount of time we can run on the original modules and still get reduced replacement cost. Also we are in need of documentation updates which GE will need to quote for us. That price has been requested.

Prepurchase of Membranes

Cost at time of membrane replacement with commercial unit prices

| | | | |
|-------------------|------------|-------------------|------------|
| # Modules | 506 | # Modules | 506 |
| Cost per module | \$1,540.00 | Cost per Module | \$1,894.00 |
| Total Cost of Mem | \$779,240 | Total cost of Mem | \$943,184 |

Cost savings with pre purchase = \$163,944. This does not include changes in cost for other required work which we cannot estimate at this time. The advantage is locking in the prices now and taking advantage of the prepurchase savings.

See page 8 of 27 for escalating cost of membranes.



GE
Water & Process Technologies

| | |
|--|--|
| Budgetary Membrane Replacement Proposal | 3239 Dundas Street West, Oakville, Ontario, Canada L6M 4B2 Tel: 905 465 3030 Fax: 905 465 3050 |
|--|--|

| | | | |
|-----------------------|---|------------------------------|--|
| To: | Town of Berryville, Virginia referred to here as Berryville or Buyer | Date: | July 11, 2016 |
| | | No. of Pages: | 27 including cover |
| Attention: | David A. Tyrrell, Director of Utilities | Email: | dirutilities@berryvilleva.gov |
| Plant Address: | 362 Parshall Road, Berryville, VA 22611 USA | Telephone No.: | 540 955 1982 |
| | | From: | Matthew Stapleford, Regional Lifecycle Manager, Northeastern USA |
| | | Email: | Matthew.Stapleford@ge.com |
| | | Telephone No.: | 905 465 3030 x3454 |
| | | Cell No.: | 905 334 4035 |
| | | Fax No.: | 905 465 3050 |
| Cc: | Matt Curran, Scott Hortop | | |
| Subject: | Budgetary Membrane Replacement (Full Plant): 552 x ZW500D 370ft ² Modules | Proposal No.: | 188558 |
| | | Original Project No.: | U-500306 |
| Plant Data: | Berryville Wastewater Treatment Plant, Municipal Sanitary Wastewater Treatment. 4 Trains, 3 x ZW500D 46/48M Cassettes per Train, 340ft ² Modules. Substantial Completion Date: October 19, 2012. | | |
| | Please provide corrections if inaccurate | | |





GE Water & Process Technologies

Digital Leadership

GE is the world's Digital Industrial Company, transforming industry with software-defined machines and solutions that are connected, responsive and predictive. GE is organized around a global exchange of knowledge, the "GE Store," through which each business shares and accesses the same technology, markets, structure and intellect. Each invention further fuels innovation and application across our industrial sectors. With people, services, technology and scale, GE delivers better outcomes for customers by speaking the language of industry. NYSE: GE www.ge.com

Proposal Provisos

This proposal has been issued based on the information provided by the customer and on information currently available to GE Water & Process Technologies at the time of proposal issuance. Any changes or discrepancies in site conditions, including but not limited to changes in system influent water characteristics, changes in Environmental Health and Safety (EH&S) conditions, changes in the reissued State/Provincial Disposal System Permit, changes in Buyer financial standing, Buyer requirements, or any other relevant change or discrepancy in the factual basis upon which this proposal was created may lead to changes in the offering, including but not limited to changes in pricing, guarantees, quoted specifications, or terms and conditions.

Confidential and Proprietary Information

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GE
Water & Process Technologies

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1 Introduction

GE Water & Process Technologies is pleased to present this budgetary proposal at the request of Town of Berryville, Virginia for ZW500D wastewater membrane modules to replace the full plant at the Berryville Wastewater Treatment Plant (WWTP) in Berryville, Virginia.

The membrane price is based on a forecasted guaranteed membrane replacement price in year 10 of the membrane life of the current modules.

GE is a proven leader in delivering tangible value to our clients over the life of the plant. Our measure of success is how well we deliver **solutions** that help our clients meet their critical business objectives

Through long-acquired membrane experience, GE has clearly distinguished itself from other membrane manufacturers. A mature service culture and deep technical expertise are at the ready to serve and support Berryville through this next membrane lifecycle.

This proposal is for budgetary purposes only and does not constitute an offer of sale.

2 Scope - GE

2.1 Membrane Modules

Supply 552 x ZeeWeed 500D 370ft² wastewater membrane modules.

2.2 Cassette Refurbishment Kits

Supply 12 x ZW500D 48M cassette refurbishment kits for cassette frames with 46 modules installed. See Attachment A for additional kit details.

2.3 Hardware

Supply associated hardware as follows:

- 50 spare #118 EPDM permeate spigot o-rings;
- 8 spare ZW500D element end cap keys;
- 3 blank module header sets.

2.4 Off-Site Support

Documentation

The base level of documentation updates will include a trip report.

The trip report should be filed in the O&M Manual as interim documentation.

Due to the very high cost of comprehensive updating of plant documentation with each system upgrade, GE recommends planning a complete documentation update every 1-4 years to coincide with a selected system upgrade.



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GE will be pleased to develop a Documentation Update price quotation on request which may include some or all of the following scope according to its relevance:

- **O&M Manual** - Provide a fully updated version of the Operation & Maintenance Manual that indicates the changes made with this membrane replacement.
- **P&IDs** - Update the Process (Piping) & Instrumentation Drawings and reissue electronically.
- **Electrical Drawings** - Update the electrical drawings and reissue electronically.
- **Controls Documents** - Update Control Narrative (CN), Controls Logic Sequence Chart (CLSC, also known as CSC) and the Operation Sequence Chart (OSC)

Project Management

Provide planning and off-site assistance during the membrane replacement project.

2.5 Membrane Module Warranty

These ZeeWeed Membrane Modules are supplied with a base 2 year Full Replacement Seller's Warranty against manufacturing defects. For details of the warranty coverage on the membrane modules supplied, please see Section 10.

Longer warranties are available on request.

2.6 Delivery

- Packaging** - installed in ZW500D 30M shipping frames, bagged and crated for ocean shipment
- DDP** - Delivery will be by standard ocean/ground on the basis of DDP Berryville WWTP, 362 Parshall Road, Berryville, VA, USA; Incoterms 2010. DDP = Delivery Duty Paid. Partial shipments will be acceptable unless otherwise specified. Where delivery cannot be accepted at this destination, Berryville shall specify an alternate, equivalent destination without delay.

Due to varying origins and availability, non-membrane items included in this proposal may be shipped separately from the membranes. Should separate shipments be required, where possible, GE will strive to provide these items on or before the delivery of the membranes.

- Origin** - Delivery of ZeeWeed membranes and cassette refurbishment kits originates from the GE Water & Process Technologies, ZENON Membrane Products (ZEM), Bláthy Ottó u 4, Oroszlány, 2840 Hungary facility.
- Title & Risk** - Title and risk of loss or damage to membrane modules, cassette refurbishment kits and crating shall pass to Berryville upon delivery at the named place of destination.
- Export Documents** - All ZeeWeed membrane module shipments into the USA require clearance documentation from the EPA. GE will prepare and provide the required EPA documentation to the Carrier.
- MPF** - Merchandise Processing Fee is a fee assessed for formal custom entries based on 0.35% of the invoice value, with a minimum of USD \$25 per formal entry and a



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maximum of USD \$485. On the basis of DDP terms, this fee will be paid by GE within the quoted price.

- Taxes and Duty** - A US Customs duty of 3.9% applies to all ZeeWeed membranes shipped individually or in shipping frames; not in operational cassette frames. On the basis of DDP terms, this duty will be paid by GE within the quoted price. Any new duty imposed after the date of this proposal is the responsibility of Berryville. All applicable Local, State/Provincial, or Federal taxes are the responsibility of Berryville.
- Temperature** - UF membranes cannot be allowed to freeze or overheat and may require temperature-controlled freight and handling according to the season and the planned routing. If required, the price of temperature control will be included within the firm quote on freight by GE.
- Availability** - Delivery of membrane modules and cassette refurbishment kits is typically 20 weeks after receipt of order. Definitive Membrane Module and cassette refurbishment kit availability will be confirmed when a Purchase Order is received from Berryville and acknowledgement of a Purchase Order is issued by GE.

2.7 On-Site Technical Advisory Services

The proposal includes a provision for Technical Advisory Services during installation and commissioning process to Berryville's staff by 2 GE Field Service Representatives on site for 8 working days of 10 hours per day. GE strongly recommends that Berryville consider having at least one experienced person on site during this period.

Installation and commissioning of membranes will be executed one train at a time to minimize down-time and to return each train to beneficial use in a timely manner.

The following activities will be executed and completed jointly by GE personnel and plant staff:

- Remove existing membranes/cassettes;
- Strip plastic components from cassette frames and replace with cassette refurbishment kit components;
- Install the new membrane modules;
- Perform bubble test where applicable to test membrane integrity and review Trans Membrane Pressure (TMP) on the installed membranes and compare to expected values for new membranes.

Operating Responsibility - Berryville retains control of the work site and retains final responsibility for the installation and commissioning process.

GE will perform the services specified in the scope section of this document, but GE will not operate the system. For the purposes of this agreement, the term "operate the system" shall mean to run or control the functioning of the equipment or to otherwise conduct or manage the affairs of any aspect of water or wastewater treatment or other functions at Berryville's site, and shall include functions such as providing operators or laborers to adjust or control water treatment ("WT") equipment, wastewater treatment ("WWT") equipment or sludge management facilities ("SMF"), providing program oversight or directing on-site or contract operators/laborers to adjust or control WWT or SMF, providing personnel responsible for or providing oversight of water treatment residual quality, wastewater effluent quality, sludge quality, waste characterization, or waste disposal activities, or providing personnel with continual or daily operational responsibilities with respect to water or wastewater treatment, influent or effluent



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compliance monitoring, process monitoring, government reporting or notification, or permit compliance.

Waiting Time - Any overtime or waiting times required due to unforeseen site events outside the control of GE will be invoiced according to the prevailing GE Service Labor Rates Sheet, available on request.

GE Duties for On Site Services

- GE will coordinate its work under this agreement in a reasonable manner with the operating staff of the facility.
- GE will maintain public liability and property damage insurance covering all operations undertaken by GE and its sub-contractors with a minimum limit of \$5,000,000 inclusive for any one accident or occurrence. If for any reason additional insurance coverage (e.g. General Construction/Erection All Risk, General Liability) is required above and beyond GE's standard insurance terms for on-site commissioning supervision, Berryville must inform GE in writing 60 days prior to work commencement at site. Berryville will be billed for all additional insurance costs and processing fees.
- GE will maintain Workers Compensation and Employers' Liability coverage as per statutory requirements.

3 ZeeWeed Configuration

| Configuration Data | Existing Plant Configuration | Proposed Configuration After Replacement |
|--|------------------------------|--|
| Number of Trains, Plant | 4 | 4 |
| Number of Trains as Configured | 4 | 4 |
| Total Number of Cassettes Frames per Train | 3 | 3 |
| Total Cassette Frames in the Plant | 12 | 12 |
| Type of ZeeWeed Membrane | ZW500D | ZW500D |
| Module Surface Area, ft ² | 340 | 370 |
| Maximum Number of Modules per Cassette | 48 | 48 |
| Installed Number of Modules per Cassette | 46 | 42 |
| Total Module Count, Train | 138 | 126 |
| Total Surface Area in Operation, ft ² , Train | 46,920 | 46,620 |
| Total Module Count, Plant | 552 | 504 |
| Total Surface Area in Operation, ft ² , Plant | 187,680 | 186,480 |
| % Surface Area Decrease from Existing, Plant | - | 0.6 |

In order to drop the module count from 46 modules per cassette to 42 modules per cassette, GE assumes that Berryville treatment operations are running well and can easily manage the 0.6% drop in membrane surface area.



4 Price

Contractual Basis for Membrane Replacement Price

The base price of replacement ZW-500D 340ft² membrane modules for this project is \$1,185 US per module.

GE has guaranteed this price for 10 years subject to adjustment for inflation (PPI according to US Bureau of Labor Statistics + 1%) or a maximum equivalent price per gallon of treatment capacity in the event that the module area/permeability etc. changes such that the same amount of feed water can be treated with fewer modules of the next generation design.

GMRP price escalation - calculation of the PPI begins on December 17, 2008 (Procurement Contract Agreement date) and will expire at the end of business on October 18, 2022 (10 years from start date of membrane warranty).

To benefit from Guaranteed Membrane Replacement Pricing (GMRP) within the contracted time limits, the customer must both submit a PO and accept membrane delivery with a typical 20 week lead time and must fulfill these two conditions prior to the GMRP expiry date.

Membrane replacement prices are quoted FCA, Oakville, Ontario, with packaging, freight, and taxes extra as the cost of shipping and packaging the membranes to site will depend on the quantity per shipment. Membrane replacement prices are quoted without taxes.

| Adjusted Membranes Replacement Price to May 2022 (forecasted purchase date) | |
|--|----------|
| Contractually Guaranteed Membrane Replacement Price USD\$ | 1,185.00 |
| Initial PPI Value - Dec 2008 | 164.10 |
| Forecasted PPI Value - May 2022 | 194.32 |
| CPI Factor | 18.42% |
| +1% | 19.42% |
| Surface Area Adjustment Factor (340ft ² vs. 370ft ²) | 8.82% |
| Adjusted Membrane Replacement Price for this proposal - USD\$ | 1,539.93 |
| This price is subject to further inflation adjustment through to the date of actual shipment of the replacement modules. | |

The GMRP term ends during year 10 of the module's operating life. Taking modules out of operation before their time is regrettable and not productive for Berryville and GE alike. GE would like to extend a price structure to Berryville in order that there is little pressure to replace prematurely and for both parties to achieve additional useful years out of the existing membrane modules.

| Membrane Operating Year | Date Range | Module Price ¹ |
|-------------------------|---|---------------------------|
| 10 | October 18, 2022 (End of GMRP) | 1,540 |
| 11 | October 19, 2022 - October 18, 2023 | 1,540 |
| 12 | October 19, 2023 - October 18, 2024 | 1,600 |
| 13 | October 19, 2024 - October 18, 2025 | 1,660 |
| 14 | October 19, 2025 - October 18, 2026 | 1,720 |
| 15 | After October 18, 2026 (commercial price) | 1,894 |

Note 1 - Prices are FCA Oakville and do not include packaging, duties, fees or freight from Oakville to site.



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GE will provide the end of GMRP module price of USD \$1,540 for an additional year (Year 11) and then apply special module pricing to Berryville during Years 12, 13 and 14 of the operating module life so that modules can be retired when they should be and not sooner, driven by pure price pressures.

Should technological updates/upgrades to GE's ZW500 membrane or aeration technology become available between now and the time of replacement, GE will provide Berryville with the updated/upgraded equipment at no additional cost provided the upgraded technology is essentially 'drop-in' with no major structural or operating changes required.

GE requires agreement on the following terms in order to provide Berryville with the special pricing arrangement beyond Year 10.

- Agreement from Berryville to take delivery and complete installation within six months of order date;
- Special membrane price structure applies only to purchases of per train or full plant quantities (note – per train replacement may not be feasible with LEAPmbr upgrade);
- Submission of PO by Berryville with initial annual payment;
- Six annual payments of USD \$90,000 starting January 2017 and ending January 2022. Each annual payment will be put towards the full price of the replacement membrane purchase at the time of order placement. Annual payments have been calculated based on the full plant replacement price at GMRP in Year 10;
- Should early membrane replacement occur, membrane GMRP will be repriced and all submitted annual payments will be credited towards the order. Any payment overage will be credited back to Berryville while any balance owing will be invoiced with the membrane shipment;
- Should membrane replacement occur following completion of year 10, all submitted annual payments will be credited towards the order. With membrane replacement repricing at the time of order, any balance owing will be invoiced with the membrane shipment.
- Special pricing is only available for replacement membrane modules and not on modules for additional surface area or expansion;
- Only a quantity of ZW500D 370ft² modules will be supplied at this special pricing which is sufficient to match the current surface area.



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The following pricing assumes full plant replacement and has been calculated for a replacement date in year 10 (final year of GMRP) or Year 11. Berryville can evaluate the total replacement package price for years 12 through 15 and beyond by replacing the unit price below with the relevant module unit price in the table above.

| Qty | Item | Part No. | Unit Price | Total Price |
|--|--|----------|---------------|----------------|
| 504 | ZeeWeed Membrane Modules under GMRP Replacement - ZW500D 370 ft² WW | 3111047 | 1,539.93 | 776,124 |
| 12 | Cassette Refurbishment Kits per Section 2.2 | | | 188,876 |
| 1 | ZeeWeed Cassette Hardware per Section 2.3 | | | |
| 1 | Off Site Support per Section 2.4 | | | |
| 1 | On Site Technical Advisory Services (Labor + T&L) per Section 2.7 | | | |
| 1 | Freight & Freight Insurance DDP Plant Site, INCO Terms 2010. Includes Brokerage at Canada US Border - Flat Fee, US EPA Documentation Flat Fee, US MPF Fee ~0.3464% - Merchandise Processing Fee and US Customs Duty 3.9% | | | |
| | All Figures are in USD. | | Total: | 965,000 |
| Rate/day for additional days at site if required: \$1,370. | | | | |

LEAPmbr Upgrade Adder = USD \$8,500/cassette x 12 cassettes = USD \$102,000. This adder includes LEAPmbr upgrade kits for 48M cassettes, packaging, freight to site, offsite programming/control updates and FSR on-site to supervise and assist with the aeration upgrade.

5 Scope - Berryville

5.1 Installation Preparation

- Receive, off-load, handle and provide temperature controlled storage of the equipment and materials required for Seller to perform the duties outlined in the Seller's Scope of Supply.
- Membrane must be stored in a sheltered area, protected from freezing, direct sunlight or extreme heat, and sealed as shipped until ready for use. Storage should be in a dark, dry, level area at a temperature of 5-30°C (41-86°F). Membranes have a shelf life of 1 year before requiring re-preservation and should not be stored longer than necessary prior to installation. Berryville is responsible for risk of loss of Seller's parts while in storage at the customer's plant.
- Inspect, evaluate and make repairs as required for the membrane tanks, mounting brackets, hoses and all connections prior to GE arriving at site.
- Provide all access structures (such as scaffolding) and mechanical lifting equipment including cranes, forklifts and scissor lifts.
- Assure availability of a copy of the Operating Manual, all Process and Instrumentation Drawings, and all Electrical Drawings on site and accessible for reference.
- Maintain adequate insurance coverage for the risks of fire, theft, vandalism, floods and personal injury to authorized or unauthorized visitors.



5.2 Installation

- Provide 3 or more plant personnel or Berryville subcontractors to work continuously with the GE Service Representative during installation and commissioning of the modules for the full duration of the site visit.
- Berryville will afford Seller's personnel free access and egress of the facility for all authorized work. Berryville will provide reasonable access to workshop facilities with standard workshop tools and equipment as is necessary to meet any repair and maintenance requirements of the system during installation.
- Provide adequate illumination and emergency lighting for all areas in which the Seller will be executing the scope of supply. Provide all site utilities such as raw water, instrument quality air, potable water and power required for operation of the proposed equipment included in this scope of supply. Assure that adequate quantities of membrane cleaning and neutralizing chemicals are on hand for wash procedures including sodium hypochlorite, sodium bisulphite, citric acid and sodium hydroxide. Supply telephone/fax/modem access while Seller's staff members are on-site.
- Provide assistance to remove cassettes from the system as required.
- Provide assistance to clean each cassette as it is removed from the system.
- Provide assistance to remove modules and plastic cassette components from the cassette frames.
- Provide assistance to install cassette refurbishment kits and place new modules into each cassette.
- Provide assistance to return the cassette to the system.
- Dispose of all retired membrane modules and cassette components.
- Retain shipping frame crating/skids.
- Dispose of all other shipping and packaging materials unless specifically requested not to do so by GE.
- At the end of the site visit, prior to departure of the GE Service Representative, Berryville will sign a Work Order that describes the hours on site and the Technical Advisory Services provided.

5.3 Empty Shipping Frame Preparation

All shipping frames returning to Hungary must be clean and packaged appropriately for trans-oceanic transport in shipping containers. GE can provide Berryville offsite assistance to facilitate the return of shipping frames.

All wooden packaging material used for international shipments must conform to current phytosanitary standards to reduce the risk of introduction and spread of quarantine pest species associated with the movement in international trade of wood packaging material made from raw wood.

All wood packaging material used to transport shipping frames internationally, must comply with ISPM15 which is the standard for phytosanitary measures and be properly stamped indicating compliance with the standard. Failure to comply with the standard may lead to



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shipment refusal and subsequent project delays. For detailed information on ISPM15 please visit <http://www.ispm15.com>.

Whenever possible, save and re-use the wooden skids that the shipping frames arrived on for return freight purposes.

Frame Shipping Orientation: ZW1000/ZW500D shipping frames are shipped upright.

6 Solution Design Notes

6.1 Permits

Regulatory Requirements

Berryville is responsible to review and report to the permit granting agency on the impact of any of the proposed changes on the regulatory permit. GE will provide the necessary manufacturer's technical support on regulatory issues.

Utilization

GE understands that these modules are required as replacements for currently installed modules.

These modules are offered on the basis that the membrane modules will not be used to provide expanded flow beyond the current plant flow rating. GE makes no guarantees, implied or otherwise as to the performance of these modules in any other capacity than as replacement membranes.

Replacing the current ZW500D 340ft² modules with the same number of ZW500D 370ft² modules increases the current membrane surface area by 8.8% and maintains the existing spare space for future module placement that could be used for flux remediation or for plant expansion subject to a review of the limitations of other equipment and hydraulic capacities.

6.2 Maintenance Notes for Replacement Membranes

At the time of any full plant membrane replacement, it is recommended to evaluate the appropriate timing of repairs or replacement of the following ancillary system components:

- Is it the right time to address any tank coating repairs which may be required?
- Are any of the aeration or permeate connection hoses, clamps, camlocks, camlock seals and couplings due for replacement?

Preferential Flow

Preferential flows can create a risk of over-fluxing of new modules when they are installed in the same train with older modules. The mixing of old and new modules in the same cassette also makes management of slack adjustment more difficult. GE recommends that Berryville plan membrane module replacement on a complete cassette and complete train basis wherever possible to achieve both optimal performance and best value from the new membrane modules. In this case, by replacing all membrane modules in the plant, this risk has been neutralized.

Membrane Slack

GE's membranes are supplied and shipped with an initial factory fiber slack designed to optimize membrane air scouring during operation as well as accommodate a degree of shrinkage.



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Membranes shrink in length early in their lifecycle when exposed to higher temperature water. The pace of shrinkage slows with age. With the installation of new membranes, the requirements for slack adjustment start a new cycle.

Due to the wide variety of operating environments in which our products can be utilized, it is difficult to generally predict the rate of shrinkage. If membranes operate in a condition of insufficient slack for an extended period of time, irreversible damage to the fiber-urethane bond may occur. Please refer below to the recommended inspection frequencies based on your plant's membrane tank operating temperature. Visual inspections should begin during the membrane installation and be repeated over time on the same cassette. Digital pictures will allow for comparative analysis of the fiber slack over time.

| Maximum Operating Temperature | Recommended Slack Inspection Frequency |
|-------------------------------|--|
| 0-24 °C / 32-76 °F | Every 2 years |
| 25-30 °C / 77-86 °F | Once Per Year |
| >30 °C / > 86 °F | Twice Per Year |

Bubble Test Pressure

The bubble test pressure for the purchased membranes is 2 psi horizontally and 3 psi vertically.

6.3 Technical

340 to 370

Upgrading from the ZeeWeed 500D 340ft² module to ZeeWeed 500D 370ft² module offers the following advantages:

- 8.8% increase in membrane module surface area;
- Increased membrane module surface area without any changes to the overall dimensions of the module;
- No increase in chemicals for maintenance or recovery cleans due to increased surface area.

Lifting Weight & Height

The lifting weight ranges for 500D cassettes differs slightly with 370ft² modules in place of 340ft² modules and needs to be considered to ensure that the site has adequate lifting capacity available to install and later remove the cassettes safely.

The lifting weight range for a 500D 48M cassette with 340ft² modules is 4,320 lb. to 8,962 lb.

The lifting weight range for a 500D 48M cassette with 370ft² modules is 4,457 lb. to 9,039 lb.

Cassette lifting weight ratings have a range as weights may vary due to the number of modules in the cassette and the degree of solids accumulation in an upset condition.

Hoses & Fittings

GE has assumed for this proposal that the current aeration and permeate cassette connections for the ZW500D cassettes do not need replacing at this time. If this is not so, please advise GE and request that they be added to this proposal.



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MLSS Concentration

MLSS concentration in the membrane tank during Annual Average, Max Month, and Max Week flows and during Max Day and Peak Hour flows must not exceed existing design concentrations with the change from 340ft² to 370ft² modules.

Pre-Screen

Trash and non-biodegradable solids, such as hair, lint, grit and plastics may foul or damage the membranes if allowed to pass into the membrane chamber. GE recommends that an internally-fed screen with mesh or punched-hole openings less than or equal to 2 mm with no possibility of bypass or carryover be operated upstream of the new membranes to ensure effective operation and to maximize membrane life.

Production Interruption

During installation of the ZeeWeed cassettes, trains may be shut down for extended periods of time which will affect Berryville treatment capacity. After the Purchase Order is acknowledged, GE's Project Manager for the installation will consult with Berryville to jointly develop the installation plan and work schedule with due regard for membrane delivery to the plant and plant preparation.

7 Health & Safety

Berryville

- Berryville will identify and inform Seller's personnel of any site specific hazards present in the work place that could impact the delivery of Seller's scope of supply and agrees to work with Seller to remove, monitor, and control the hazards to a practical level.
- Berryville will provide training to Seller's personnel on all site specific and standard company operating procedures and practices for performing work on site. Such training programs may include, but are not limited to, general Environmental Health & Safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. Berryville will provide a certificate of training for Seller's personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.
- If any type of lifting devices will be used on site, Berryville will provide proof of its maintenance, inspection and certification documentation upon request and will assist the GE Service Representative to complete a safety inspection checklist.
- Where confined space entry may be required, Berryville will provide early notice and will collaborate with GE in planning adequate staffing and in advising the local fire/rescue department as required.
- No time or cost provision has been made for preparations such as safety record clearances, drug testing, insurance confirmations or pre-job-training in excess of 1 hour. Prior to finalizing the Purchase Order and the work schedule, Berryville will advise GE of any pre-job or pre-mobilization requirements. Where these requirements exceed 1 hour, this time will be charged to Berryville at rates set out in the prevailing GE Labor Rate Sheet.



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- Where certain short duration activities require two people for safety and the GE Service representative is alone at site, Berryville will cooperate as required to assure that correct safety precautions are taken.
- Berryville is responsible for the following environmental provisions:
 - Environmental use and discharge permits for all chemicals at Berryville's facility either listed in this document or proposed for use at a later date;
 - Any special permits required for Seller's or Berryville's employees to perform work related to the water treatment system at the facility;
 - All site testing, including soil, ground and surface water, air emissions, etc.;
 - Disposal of all solid and liquid waste from the Seller's System including waste materials generated during construction, start up and operation.
- Berryville is responsible for provision of health and safety facilities to Seller's Field Service Representatives to the same extent that they are provided to Berryville's own employees, including provision of:
 - Eyewash and safety showers in the water treatment area;
 - Chemical spill response;
 - Security and fire protection systems per local codes;

GE

- All work on site will be performed in accordance with applicable law and will be performed reasonably, in a clean and safe manner. The GE Service Representative will abide by the more stringent of the applicable health, safety and environmental policies and procedures of either Berryville or GE.
- GE will provide all applicable safety training required by GE policies or by state or national health and safety regulations. The GE Service Representative will have undergone Workplace Hazardous Material Information System (WHMIS) training and will come equipped with necessary Personal Protective Equipment (PPE).
- Emergencies - In emergencies affecting the safety of persons, work or property at the site and adjacent thereto, GE will act, without previous instructions from Berryville, as the situation warrants. GE will notify Berryville immediately thereafter.



8 Quality at GE – The Vision

We are driven by a passion for delivering on every commitment. We are dedicated to providing our customers the highest quality offerings with unparalleled customer service and responsiveness. We are committed to working through any problem in an open and honest manner—always with unyielding integrity.

Quality Policy

At GE Water, we are committed to:

- Passionately driving customer satisfaction and loyalty by partnering with customers to help achieve their success.
- Delivering results with a sustained global compliance culture.
- Continually improving everything we do.
- Empowering our employees to engage and own Quality.

We will accomplish this by building on our strong foundation of Quality and raising the bar to the next level of success. By operationalizing Quality and engaging everyone on our team, we will create a culture where our customers, suppliers and employees feel the difference.

9 Terms and Conditions of Sale

A – Specific Terms and Conditions of Sale

1 Legal Entity for Contracting

ZENON Environmental Corporation is the name of the legal entity providing services and is an affiliate of GE Water & Process Technologies. Purchase Orders and Checks should be made out using the name ZENON Environmental Corporation.

Please advise us if this GE entity is not set up in your purchasing system as a vendor and you do have another GE entity set up. We are keen to make the purchase process as convenient as possible for Berryville.

Short Form: Where a short reference is required in this document, for convenience, we are called simply GE.

2 Payment Terms

On approved credit, payment terms are Net 30 Days from customer receipt of invoice. Please see the Invoicing Schedule in Section 1, Price.

3 Proposal Validity

Prices quoted and proposal terms are valid up to thirty (30) days after the date of issue of this proposal unless confirmed with a Purchase Order.

4 Bonds

Performance or Payment Bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

5 Flight Booking

Prices quoted for installation which include airfare are either based on timely confirmation of a visit schedule or based on receipt of a Purchase Order in time to book any flights seven days in advance. Additional airfare charges related to late arrival of a Purchase Order will be extra and billed through to Berryville without mark-up.



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6 Purchase Order Guidelines

Please ensure that your Purchase Order has covered the following points. This will ensure accurate and prompt order entry, product delivery, invoicing and accounts receivables processing and will prevent administrative delays for all parties.

- Legal Entity** - Please be sure your Purchase Order is issued in the name of the specific GE legal entity issuing this proposal cited above. We will be glad to work with your Purchasing department to set this entity up as an approved Supplier/Vendor. Please advise us if this GE entity is not set up in your purchasing system as a vendor and you do have another GE entity set up.
- Hard Copy** - Our strong preference is to receive a hard copy of your Purchase Order rather than a PO number alone.
- Proposal Number and Date** - Please reference the 6 digit Proposal Number and the Proposal Date which are found in the footer of each page.
- Price** - State the total price you are accepting for this order.
- Taxes** - Provide any required tax exemption certificates.
- Ship-To Address** - Please clearly define the plant site address or delivery location and the Receiver's email & telephone. Please specify receiving hours and any special off-loading requirements.
- Delivery Date** - Please include your requested delivery date or agreement start date.
- Purchase Order** - Please send your Purchase Order to GE by email to ServicePOCentral@ge.com

B - General Terms and Conditions of Sale

Note to Purchasing Agent: The following are GE's standard set of commercial terms & conditions, written for moderate value transactions to allow an efficient and rapid provision of services and parts. Where Master Corporate Agreement Terms or previously negotiated Terms have been agreed with GE these may be brought forward by either party and applied by mutual consent. If one or the other of these 2 Terms sets is not immediately acceptable to Berryville, please anticipate a typical 6-10 week cycle of mutual review to build agreement on changes.

1. **Exclusive Terms and Conditions.** Together with any other terms the Parties agree to in writing, these General Terms and Conditions - together with the last proposal in order of time issued by the Seller - form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment (jointly "Equipment") and to provide advice, instruction and other services in connection with the sale of that Equipment ("Services"). If Buyer sends to Seller other terms and conditions to which Seller may not respond, including but not limited to those contained in Buyer's purchase order, such shall not apply. This Agreement may only be revised by a change order approved in writing by both Parties. All terms not defined herein shall be defined in Seller's proposal.
2. **Equipment and Services.** The Equipment to be delivered and the Services to be provided shall be as set out in this Agreement. Unloading, handling, storage, installation, and operation of Buyer's systems or the Equipment are the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's systems or the Equipment at Buyer's site.
3. **Prices and Payment.** Buyer shall pay Seller for the Equipment and Services in accordance with the payment schedule (as set forth in Seller's proposal or, if applicable, in any special conditions agreed to in writing by the Parties). Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. Seller may require a Letter of Credit or other payment guarantee, in which case the stated amount of the guarantee will be adjusted by Buyer in the event of any currency-based adjustment to prices or payment amounts per the Payment Schedule, and Buyer shall deliver the adjusted guarantee within five (5) days of request by Seller. Buyer agrees to reimburse Seller for collection costs, including 2% (two percent) interest per month (not to exceed the maximum amount permitted by applicable law), should Buyer fail to timely pay. Buyer shall have no rights to make any deduction, retention, withholding or setoff relating to any payments due under this Agreement.
4. **Taxes and Duties.** Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement other



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than Seller Taxes ("Buyer Taxes"). The Agreement prices do not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Agreement price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Buyer shall furnish Seller with evidence of tax exemption acceptable to taxing authorities if applicable, prior to execution of the Agreement by both Parties or issuance by the Seller of the order acceptance. Buyer's failure to provide evidence of exemption at time of order will relieve Seller of any obligation to refund taxes paid by Seller.

5. **Delivery, Title, Risk of Loss.** Unless otherwise specified in this Agreement, Seller shall deliver all Equipment to Buyer FCA (Incoterms 2010) Seller's facility. The time for delivery of the Equipment to Buyer shall be specified in this Agreement. Seller's sole liability for any delay in delivery of the Equipment shall be as expressly set out in this Agreement. The place of delivery specified herein shall be firm and fixed, provided that Buyer may notify Seller no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery, Buyer shall compensate Seller for any additional cost in implementing the change. If any part of the Equipment cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate a climate-controlled storage location, and Seller shall ship such Equipment to storage. Title and risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Equipment shall be a material breach of this Agreement.

Title and risk of loss to the Equipment shall be transferred from Seller to Buyer at the point of delivery upon handover in accordance with this Agreement. Title and risk of loss to the Services shall pass as they are performed.

6. **Warranties and Remedies.** Seller warrants that Equipment shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Seller's warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by Buyer or third parties, repairs or alterations made by Buyer without Seller's written consent, influent water which does not comply with agreed parameters, or fair wear and tear.

Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid for:

- a. chemicals and Services, for six (6) months from their date of delivery or the provision of Services;
- b. consumables, including filters and membranes (other than membranes for process treatment), twelve (12) months from their date of delivery;
- c. membranes for process treatment, ninety (90) days from their date of delivery;
- d. Equipment other than chemicals and consumables, the earlier of, fifteen (15) months from delivery or shipment to storage, or twelve (12) months from start-up/first use;
- e. software, ninety (90) days from the date of receipt;
- f. Equipment not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only,

Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make the defective item available to the Seller, or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair at Seller's facility or (at Seller's option) replace at Seller's facility the defective item of Equipment, and re-perform defective Services. In performance of its obligations hereunder, Seller will not control the actual operation of either Buyer's systems or the Equipment at the Buyer's site.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The warranties and remedies are conditioned upon (a) proper unloading, handling, storage, installation, use, operation, and maintenance of the Equipment and Buyer's facility and all related system in accordance with Seller's instructions and, in the absence, generally accepted industry practice, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Equipment or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void.



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The Buyer will be entitled to assign to a subsequent owner of the Equipment the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the Equipment. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party. The warranties and remedies set forth in this article are in lieu of and exclude all other warranties and remedies, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

Unless otherwise expressly stipulated in this Agreement, Seller gives no warranty or guarantee as to process results or performance of the Equipment, including but not limited to product quality, flow, production, capacity, membrane life, chemical consumption, regulatory compliance or energy consumption.

7. **General Indemnity.** Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of the Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purposes of this article (i) "Third party" shall not include Buyer or any subsequent owner of the Equipment, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".
8. **Compliance with Laws and Permits.** All permits, authorizations, and licenses which are required to construct, install and/or operate Buyer's facility or equipment, to use the Equipment, or to manage and dispose of any wastes, discharges, and residues resulting from Buyer's use of the Equipment, shall be obtained and maintained by Buyer at Buyer's sole expense. Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration, and labeling of all Equipment after delivery of the Equipment, as well as for the proper management and disposal of all wastes, discharges, and residues.
9. **Buyer's Site Conditions.** Buyer warrants that any data furnished to the Seller concerning conditions at Buyer's site (including but not limited to any existing Buyer facility, equipment or processes, influent water or other substances to be treated or measured with the Equipment) is accurate and complete, and the Seller reserves the right to utilize the most appropriate design compatible with generally accepted engineering practices, and to make changes in details of design, manufacture and arrangement of Equipment unless precluded by any limitations specified in this Agreement. Seller shall notify Buyer of (1) any conditions at Buyer's site which materially differ from those indicated in the data furnished by Buyer, (2) any previously unknown physical conditions at Buyer's site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of work provided for in this Agreement, and (3) the presence of any Hazardous Materials (as defined below), the existence of a contaminated soil, unexploded ordinance, or archaeological remains. If such conditions cause an increase in Seller's cost or in the time required for the performance of Seller's obligations, Seller shall be entitled to an equitable adjustment in the Agreement price and an extension in the time for performance.
10. **Hazardous Materials and Wastes.** In the event that Seller encounters any Hazardous Materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's work under this Agreement may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the management or disposal of any wastes, Hazardous Materials, influent water, any resultant product streams, wastewater streams, discharges, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at Buyer's site. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization or disposal of wastes, Hazardous Materials, or for the identification, selection, or management of disposal facilities for any wastes.
11. **Excusable Delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the



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reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the article entitled "Termination". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

12. **Emergencies.** If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.
13. **Confidentiality, Intellectual Property.** Both Parties agree to keep confidential the other Party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Equipment to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. Buyer agrees that it will not file patent applications on the Equipment or any development or enhancement of the Equipment, or of processes and methods of using the Equipment, without Seller's express prior written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other buyers based upon purchase and use of such Equipment. Seller grants to Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the Equipment or to an operations and maintenance subcontractor. Such license does not extend to the re-creation of the Equipment or the manufacture of spares or consumables by Buyer or third parties.

Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the use, operation or maintenance at Buyer's site of any Equipment purchased hereunder to which the software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software.

Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Equipment or Service infringe a patent in effect in the USA, or country of delivery (provided there is a corresponding patent issued by the USA), or USA copyright or copyright registered in the country of delivery. If the Buyer notifies the Seller promptly of the receipt of any such claim, does not take any position adverse to the Seller regarding such claim and gives the Seller information, assistance and exclusive authority to settle and defend the claim, the Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Equipment or Service, or (iii) modify or replace the Equipment or Service so that it becomes non-infringing, or (iv) remove the infringing Equipment and refund the price. The above paragraph shall not apply to any misuse of Equipment or Equipment which is manufactured to the Buyer's design, or to alleged infringement arising from the combination, operation, or use of any Equipment or Services with other equipment or services when such combination is part of any allegedly infringing subject matter. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement by any Equipment or Service.

14. **Limitations on Liability.** Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:



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- a. THE TOTAL LIABILITY OF THE SELLER AND OF ITS INSURER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR USE OF ANY EQUIPMENT OR SERVICES SHALL NOT EXCEED THE TOTAL PRICE PAID BY BUYER UNDER THIS AGREEMENT OR (IN THE CASE OF AN AGREEMENT FOR SERVICES WITH A TERM OF MORE THAN ONE YEAR) THE ANNUAL PRICE PAYABLE BY BUYER UNDER THIS AGREEMENT;
- b. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE OF EQUIPMENT OR SERVICES OR ANY ASSOCIATED EQUIPMENT, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF REPLACEMENT WATER OR POWER, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES;
- c. SELLER'S LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT BUYER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, AS APPLICABLE UNDER THIS AGREEMENT, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT - TO THE EXTENT PERMITTED BY APPLICABLE LAW - LATER THAN FIVE (5) MONTHS AFTER EXPIRATION OF SUCH WARRANTY PERIOD.

For the purposes of this article, "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively. If Buyer is supplying Seller's Equipment or Services to a third party, Buyer shall require the third party to agree to be bound by this article. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this article.

15. **Termination.** This Agreement and any performance pursuant to it may be terminated by either Party, and the consequences of such termination shall be as set out in the next paragraph, if the other Party
 - a. becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or
 - b. fails to make any payment when due or to establish any payment security required by this Agreement, or commits a material breach or defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days of written notice from the other Party.

Upon the termination of this Agreement by Buyer for cause (i) Seller shall reimburse Buyer the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Agreement price allocable to Equipment completed, and (b) amounts for Services performed before the effective date of termination. Upon the termination of this Agreement by Seller for cause Buyer shall pay to Seller within thirty (30) days of receipt of invoice the price of all Equipment or Services delivered at the date of termination, plus an amount equal to all costs and expenses incurred in the engineering, sourcing, financing, procurement, manufacture, storage and transportation of the Equipment including materials, work in progress and any cancellation charges assessed against Seller by Seller's suppliers including reasonable overhead and profit on all such costs and expenses. Alternatively, if any schedule of termination payments has been agreed between the Parties, Buyer shall pay to Seller within thirty (30) days of receipt of invoice the amounts set out in that schedule.

Seller shall have the right to suspend performance upon written notice to Buyer in any case where Seller would have the right to terminate the Agreement under this article, without prejudice to Seller's right to terminate this Agreement for cause. Any cost incurred by Seller in accordance with any such suspension (including storage costs) shall be payable by Buyer upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

16. **Governing Law, Dispute Resolution.** This Agreement shall be governed by the substantive laws of the State of New York. In the event of a dispute concerning this Agreement, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this article.



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Notwithstanding the foregoing, each Party shall have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, in order to seek and obtain a restraining order or injunction to enforce the confidentiality intellectual property provisions set forth in the first two paragraphs of article 13; nuclear use restrictions set forth in article 17, or to seek interim or conservatory measures not involving monetary damages.

17. **No Nuclear Use.** Equipment and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, the Buyer warrants that it shall not use or permit others to use the Equipment or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability.
18. **Export Control.** Seller's obligations are conditioned upon Buyer's compliance with all USA and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Equipment (including software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.
19. **Changes.** Each Party may at any time propose changes in the schedule or scope of Equipment or Services. All changes to the Equipment or Services shall be subject to mutual agreement via a written change order or variation, which shall only become effective once signed by both Parties. The scope, Agreement price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. It shall be acceptable and not considered a change if Seller delivers Equipment (including Equipment replacement under warranty) that bears a different, superseding or new part or version number compared to the part or version number listed in the Agreement, provided that in no circumstance shall this affect any other of Seller's obligations including those set forth in article 6.
20. **Conflicts; Survival, Assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in this Agreement shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and this Agreement shall be interpreted and implemented in a manner which best fulfills Parties' intended agreement. Those provisions which by their nature remain applicable after termination shall survive the termination of this Agreement for any reason. Seller may assign or novate its rights and obligations under the Agreement, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent, and the Buyer hereby agrees, by signing this Agreement, to such assignment and to execute any document that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without such consent shall be void.

Seller may (i) manufacture and source the Equipment and any part thereof globally in the country or countries of its choosing; and (ii) may subcontract portions of the Services, so long as Seller remains responsible for such.
21. **No Third Party Beneficiary.** Except as specifically set forth in the article entitled "Limitations on Liability" and "No Nuclear Use", this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.
22. **Entire Agreement.** This Agreement embodies the entire agreement between Buyer and Seller and supersedes any previous documents, correspondence or agreements between them. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

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10 Seller's Warranty - ZeeWeed Membrane Module

2 Year Full Replacement – Standard

This schedule sets out the warranty with respect to ZeeWeed Membrane Modules ("Membrane Modules"). No other warranties, expressed or implied are made in connection with the sale of these products, including, without limitation, warranties as to fitness for any particular purpose or use or merchantability of these products. The warranty provided herein will be the exclusive and sole remedy of Buyer, and in no event will the Seller be liable for any special, direct, indirect or consequential damages, including, without limitation, loss of profits. This warranty is not transferable.

1 Product

This warranty applies to only the Membrane Modules supplied under the Contract of Sale. Membrane Module means the fibers and the potted plastic headers. This warranty does not cover air piping to the Membrane Module, permeate piping from the Membrane Module, piping connection fittings, connecting hardware and cassette frames with their associated components including but not limited to spacers, aerator tubes, aerator assemblies, screen, module dummies or module blanks.

Identification: Membrane Modules are shipped by the Seller with a serial number identification which confirms their place in the cohort set of Membrane Modules covered by this Membrane Module warranty.

2 Seller

ZENON Environmental Corporation is the name of the Seller and is the Seller offering this warranty. The Seller may assign this warranty to other GE affiliates.

For ZeeWeed sales in the USA, enter Seller as ZENON Environmental Corporation, for Canadian sales use GE Water & Process Technologies Canada; for all other sales use GE Water & Process Technologies.

3 Buyer

Buyer means Town of Berryville, Virginia.

4 Project

Project means the 552 membrane modules under this proposal number 188558.

5 Contract of Sale

Contract of Sale means the sales contract governing the sale of Membrane Module(s) for the Project between Buyer and the Seller or its GE affiliate.

6 Scope of Warranty

The Seller warrants that its Membrane Module(s) will be free of defects due to faulty materials or errors in manufacturing workmanship.

Regular Membrane Module inspection and normal fiber repair shall be the responsibility of Buyer.

All replacement Membrane Modules will be shipped on the basis of INCOTERMS 2010 FCA GE Manufacturing facility.

All ancillary costs including but not limited to bagging, boxing, crating, freight, freight insurance, applicable taxes, import duties, certifications, brokerage, receiving, forklift services, storage at site, re-attachment hardware, hose/clamp/camlock replacement, crane services, installation, fiber repair materials, glycerin flushing, commissioning and waste disposal are the responsibility of Buyer.

Full Replacement – Full Replacement means that in the case of a valid warranty claim for a Membrane Module failure, Buyer receives a replacement Membrane Module and does not pay for the value of use of the Membrane Module prior to failure.

Prorated Replacement – Prorated Replacement means Buyer pays for actual use of a membrane module from which Buyer has derived value over time. Prorated Replacement allows the Seller to pay reasonable compensation under warranty for any product use not enjoyed by Buyer due to premature failure.

The ratio of Full Replacement to Prorated Replacement in this Warranty is set out in Item 8 of Section 10.



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7 Warranty Start Date

For the original membrane modules in a plant, this membrane warranty will start on the earlier of:

- a. The date that installation of the original Membrane Module(s) has been substantially completed, or
- b. Six months from the date of shipment of the original Membrane Module(s) to Buyer.

For replacement or expansion membranes, this membrane warranty will start on the earlier of:

- a. The date of installation, or
- b. 1 month from the date of delivery to site.

8 Warranty Duration

Total Warranty Duration: a total of 24 months composed of a Base Period and an Extended Period.

Base Period with Full Replacement: 24 months

All purchasers of ZeeWeed Membrane Modules are entitled to this Base Period of Full Replacement warranty coverage without purchasing an extended Seller's Warranty.

Extended Period with Full Replacement: a total of 0 months following the Base Period

Replacement Membrane Modules are covered by warranty only to the extent of the warranty of the original Membrane Module which has been replaced. At all events, this warranty shall expire and be of no force or effect 24 months following the Warranty Start Date.

9 Notification of Claim

All claims filed under this warranty shall be made in writing by Buyer within 30 days of identifying a defect.

Buyer shall provide the following information:

- a. A description of the defect giving rise to the claim;
- b. Photographs showing the manufacturing defect;
- c. The serial number(s) of the Membrane Module(s) which is (are) the subject of the warranty claim; and
- d. Operating data and repair history for the life of Membrane Modules which are the subject of a warranty claim.

10 Verification of Claim

After receipt of written notification of a defect, the Seller will promptly undertake such investigations as, in the Seller's opinion, are necessary to verify whether a defect exists. The Seller reserves the right to require additional data as necessary to validate claims. Buyer may, in the course of these investigations, be requested to return Membrane Module(s) to the Seller for examination. The Seller may also conduct reasonable tests and inspections at Buyer's plant or premises. If the results of the investigation do not validate the defect claimed, Buyer will reimburse the Seller for all reasonable expenses associated with said investigation, including expenses for all tests, inspections, and associated travel.

11 Satisfaction of Claims

The Seller will have the right to satisfy claims under this warranty in a flexible manner. Such flexibility may include the repair of existing Membrane Modules or changes in operating protocols or Membrane Module replacement or by upgrading failed Membrane Modules with newer Membrane Module(s) that may embody design and efficiency improvements. Buyer consents to the supply of replacement Membrane Modules which may be of a different design than original Membrane Modules.

12 Operating Information

To maintain the Membrane Module warranty, membrane system operation records from initial start-up date until claim must be maintained by Buyer and made available to the Seller upon request. Records must be provided in sufficient detail to verify uninterrupted compliance with the Seller's Operations and Maintenance Manual prepared by the Seller and supplied to Buyer as part of the Contract. At a minimum, operation data must include information on feed water quality, temperatures, flows, trans-membrane pressures, aeration rates, permeate quality, cleaning intervals, cleaning chemical concentrations, elapsed time since start-up, relevant analytical data and reporting of any screen bypass events.



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Buyer shall maintain and share access to a single reference copy in electronic form of a Membrane Module map containing the history of activity by Membrane Module. Buyer shall log its procedures performed related to a Membrane Module including relocation of Membrane Modules, repairs, replacements and any other noteworthy events.

Buyer authorizes the Seller to conduct any reasonable review of operation and maintenance records or to inspect facilities where Membrane Modules are installed, upon reasonable notice to Buyer. Such reviews and/or inspections are intended to also assist the Seller and Buyer in detection of membrane system faults and to optimize the care and operation of the Membrane Modules.

13 Limitation of Warranties

Occurrence of any of the following as reasonably determined by the Seller will void this warranty:

- a. A material failure to operate the membrane system in accordance with Seller's Operations and Maintenance Manual supplied to Buyer as part of the Contract, including material failure to adhere to the Seller's specified Membrane Module cleaning procedures and the use of anything other than Seller-approved Membrane Module cleaning agents.
- b. Failure to adhere to the preventive maintenance program as presented in the Seller's Operations and Maintenance Manual, in published product manuals and in specifications.
- c. Failure to adhere to all transportation and module storage recommendations outlined by Seller.
- d. Failure to ensure correct operation and/or functioning of the screening equipment.
- e. Introduction of destructive foreign materials into the Membrane Module tanks. Destructive foreign materials may include natural or human-made materials that are introduced into the membrane system influent channel or tanks originating from construction and maintenance activities or from inadequate pretreatment or from aquatic species including clams and snails or from damage to the tank or tank coating. Buyer shall be responsible to maintain correct function of the screen mechanism, to flush accumulated grit from the tank bottom and to flush accumulated foreign materials from the membrane modules.
- f. Failure to install and maintain operating data acquisition and electronic data transmission functions at the plant.
- g. Physical abuse or misuse, incorrect removal or installation of Membrane Modules by non-Seller personnel including fiber damage caused by operator error in handling of Membrane Modules or cassettes.
- h. Unauthorized alteration of any components or parts originally supplied by the Seller.
- i. Intentional damage.

14 Return Procedure

In the event that the return of a Membrane Module is required pursuant to this warranty, Buyer will first obtain a Return Goods Authorization (RGA) number from the Seller. Membrane Module(s) shipped to the Seller for warranty examination must be shipped freight prepaid. If Buyer desires temporary replacement Membrane Module(s) to replace those alleged to be defective and returned to the Seller for warranty examination, Buyer shall be responsible for the cost associated with any such replacements until examination of the returned Membrane Modules pursuant to this warranty is complete. Any Membrane Module examined by Seller as part of a warranty claim where the Membrane Module is subsequently found to be performing as warranted or where a Membrane Module failure is not covered under the warranty will be returned to Buyer, freight collect.

Doc. Control: Author: RM
Last Modified: 7/11/2016 10:23 AM

Filename: Berryville 188558 Budgetary Membrane Replacement 504 x ZW500D 370R? July 11 2016
Technical Review: MS

Commercial Review: SH DDA: Bikt



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Attachment A 46/48M Cassette Refurbishment Kits

| Description | SAP # | Job Qty. Required (12 Cassettes) |
|--|---------|--|
| WASHER,ZW500D,PERM SADDLE,END | 3040441 | 24 |
| WASHER,ZW500D,PERM BTM COLLECT,76MM | 3040443 | 132 |
| WASHER,ZW500D,PERM BTM COLLECT,END | 3040444 | 24 |
| WASHER,ZW500D,PERM BTM COLLECT,STOP | 3040445 | 156 |
| O-RING,EPDM,226,70DUR | 3033693 | 576 |
| O-RING,EPDM,232,70DUR | 1124642 | 144 |
| O-RING,EPDM,236,70DUR | 1153604 | 144 |
| PLUG,CPVC,S80,MNPT,1.25 | 3033696 | 24 |
| GUIDE,ZW500D,CASSETTE,EXTRUSION | 3040448 | 576 |
| NUT,TITANIUM,M10 | 3033662 | 156 |
| WASHER,FLAT,316,M6 | 3033661 | 720 |
| NUT,HEX,316,M8 | 3033659 | 156 |
| NUT,LOCK,HEX,NYLON INSERT,316,M6 | 3033660 | 1248 |
| PLATE-MARS,ZW500D,48M,KEYSD OTR SUPRT | 3040497 | 192 |
| BOLT,H.H.,316,M6X90MM | 3033652 | 576 |
| BOLT,H.H.,316,M6X50MM | 3033654 | 624 |
| BOLT,H.H.,316,M10X25MM | 3033651 | 168 |
| BOLT,H.H.,316,M10X30MM | 3033650 | 24 |
| BOLT,H.H.,316,M14X35MM | 3033629 | 48 |
| NUT,HEX,316,M10 | 3033658 | 192 |
| NUT,HEX,316,M14 | 3033657 | 48 |
| SPACER,H9,ZW500D,M6 | 3033694 | 24 |
| ZW500D,M6, SPACER,H23 | 3033695 | 96 |
| ADPTR,MARS,ZW500D,48M,KEYSD IN SUPRT | 3040499 | 96 |
| ADPTR,MARS,ZW500D,48M,TOP PERM SADL | 3040500 | 144 |
| ADPTR,MARS,ZW500D,48MBTM PERM COL | 3040502 | 144 |
| CLIP-MARS,ZW500D,48M,SLACK ADJ | 3040504 | 864 |
| BOLT,H.H.,316,M6X65MM | 3033655 | 48 |
| SUPPORT,MARS,ZW500D,48M,GTX-830 W/BUSH | 3040506 | 96 |
| SUPPORT,MARS,ZW500D,48M,GTX-830 W/O BUSH | 3040507 | 96 |
| PIPE-MARS,4.7 MM,DN50,ZW500D,48M,wA | 3111775 | 144 |
| M10 Nordlock Washer SMO254 | 3058496 | 156 |



GE
Water & Process Technologies

| Description (cont.) | SAP # | Job Qty. Required (12 cassettes) |
|---------------------------------------|---------|--|
| ZW500D 48M Perm Adapt ins side | 3111929 | 1152 |
| GASKET,SADDLE,ZW500D | 3135044 | 156 |
| ZW500D Blank Header Set | 3033393 | 24 |
| TUBE,FULL,ZW500D,AERTR ASSY,HF | 3040519 | 288 |
| TUBE,PARTL,ZW500D,AERTR ASSY,HF,LEFT | 3040520 | 12 |
| TUBE,PARTL,ZW500D,AERTR ASSY,HF,RIGHT | 3040521 | 0 |
| PIPE,1.50,BLANK,ZW500D,W/ENDCAP,1.5" | 3040522 | 12 |
| SADDLE,ZW500D,AERATION | 3040451 | 156 |

Code of Virginia
Title 15.2. Counties, Cities and Towns
Chapter 25. Budgets, Audits and Reports

§ 15.2-2507. Amendment of budget.

A. Any locality may amend its budget to adjust the aggregate amount to be appropriated during the current fiscal year as shown in the currently adopted budget as prescribed by § 15.2-2504. However, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by publishing a notice of a meeting and a public hearing once in a newspaper having general circulation in that locality at least seven days prior to the meeting date. The notice shall state the governing body's intent to amend the budget and include a brief synopsis of the proposed budget amendment. Any local governing body may adopt such amendment at the advertised meeting, after first providing a public hearing during such meeting on the proposed budget amendments.

B. Pursuant to the requirements of §§ 15.2-1609.1, 15.2-1609.7, 15.2-1636.8, and 15.2-1636.13 through 15.2-1636.17 every county and city shall appropriate as part of its annual budget or in amendments thereto amounts for salaries, expenses and other allowances for its constitutional officers that are not less than those established for such offices in the locality by the Compensation Board pursuant to applicable law or, in the event of an appeal pursuant to § 15.2-1636.9, by the circuit court in accordance with the provisions of that section.

1983, c. 319, § 15.1-162.1; 1984, c. 523; 1997, cc. 587, 602; 2007, c. 297.

Attachment 7

FINANCE AND ADMINISTRATION STAFF REPORT

TO: TOWN COUNCIL
FROM: DESIREE MORELAND, TREASURER
SUBJECT: MONTHLY REPORTS
DATE: 12/8/2016
CC: KEITH DALTON, TOWN MANAGER

A/P Check Listing

Checks issued in November 2016.

Bank of America/GL Cash Disbursement Entries

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

A/P Check Listing

Vendor Range - 1105 MEDIA EVENTS' - 'ZION BAPTIST CHURCH
Date From - 11/1/2016 Date To - 11/30/2016

Town of Berryville
12/05/2016 02:34 PM

Page: 1 of 3

| Check Number | Bank | Vendor | Date | Amount |
|--------------|------|--|------------|------------|
| 3793 | 1 | HD SUPPLY WATERWORKS LTD | 11/08/2016 | \$5,172.36 |
| 3794 | 1 | H. Allen Katselman | 11/08/2016 | \$325.00 |
| 3795 | 1 | Douglas A. Shaffer | 11/08/2016 | \$75.00 |
| 3796 | 1 | David L. Tollett | 11/08/2016 | \$250.00 |
| 3797 | 1 | Neopost | 11/08/2016 | \$1,972.00 |
| 3798 | 1 | Merritt's Sanitation | 11/08/2016 | \$687.50 |
| 3799 | 1 | Michelle M. Jones | 11/08/2016 | \$1,295.00 |
| 3800 | 1 | Hall, Monahan, Engle, Mahan & Mitchell | 11/08/2016 | \$4,765.00 |
| 3801 | 1 | Treasurer of Frederick County | 11/08/2016 | \$3,894.30 |
| 3802 | 1 | The Winchester Star | 11/08/2016 | \$614.90 |
| 3803 | 1 | Comfort Design, Inc | 11/08/2016 | \$1,140.00 |
| 3804 | 1 | Bureau for Child Support Enforcement | 11/08/2016 | \$875.00 |
| 3805 | 1 | Robert E Brown | 11/08/2016 | \$1,714.26 |
| 3806 | 1 | Erecka Gibson | 11/08/2016 | \$250.00 |
| 3807 | 1 | Donna McDonald | 11/08/2016 | \$250.00 |
| 3808 | 1 | Patricia Dickinson | 11/08/2016 | \$300.00 |
| 3809 | 1 | XPO Logistics Freight, Inc | 11/08/2016 | \$217.24 |
| 3810 | 1 | Broy's Car Wash | 11/08/2016 | \$16.00 |
| 3811 | 1 | Keith Dalton | 11/08/2016 | \$50.00 |
| 3812 | 1 | Keith Dalton | 11/08/2016 | \$100.56 |
| 3813 | 1 | Jay Arnold | 11/08/2016 | \$275.00 |
| 3814 | 1 | Berryville Farm Supply | 11/08/2016 | \$293.99 |
| 3815 | 1 | DAVID CHARLES BRUTSCHE | 11/08/2016 | \$148.80 |
| 3816 | 1 | TODD BRYAN SHAW | 11/08/2016 | \$123.40 |
| 3817 | 1 | USPS | 11/15/2016 | \$1,222.66 |
| 3818 | 1 | Lincoln Financial Group | 11/15/2016 | \$659.89 |
| 3819 | 1 | Nationwide Retirement Solutions | 11/15/2016 | \$830.00 |
| 3820 | 1 | USPS | 11/29/2016 | \$742.18 |
| 3821 | 1 | USPS | 11/29/2016 | \$100.00 |
| 3822 | 1 | VMCA REGION III | 11/29/2016 | \$30.00 |

A/P Check Listing

Vendor Range - 1105 MEDIA EVENTS' - 'ZION BAPTIST CHURCH
Date From - 11/1/2016 Date To - 11/30/2016

Town of Berryville
12/05/2016 02:34 PM

Page: 2 of 3

| Check Number | Bank | Vendor | Date | Amount |
|--------------|------|--------------------------------------|------------|-------------|
| 3823 | 1 | Douglas A. Shaffer | 11/29/2016 | \$40.00 |
| 3824 | 1 | Gwen Malone | 11/29/2016 | \$40.00 |
| 3825 | 1 | SKYVIEW TREE EXPERTS | 11/29/2016 | \$6,310.00 |
| 3826 | 1 | Debra Zimmerman | 11/29/2016 | \$40.00 |
| 3827 | 1 | Rappahannock Electric Cooperative | 11/29/2016 | \$18,892.53 |
| 3828 | 1 | Kim S. Kemp | 11/29/2016 | \$40.00 |
| 3829 | 1 | VUPS | 11/29/2016 | \$72.45 |
| 3830 | 1 | Sheryl Reid | 11/29/2016 | \$40.00 |
| 3831 | 1 | Dale A. Barton | 11/29/2016 | \$40.00 |
| 3832 | 1 | Capital Tristate | 11/29/2016 | \$2,700.00 |
| 3833 | 1 | PENNONI ASSOCIATES INC | 11/29/2016 | \$1,192.50 |
| 3834 | 1 | PENNONI ASSOCIATES INC | 11/29/2016 | \$1,140.00 |
| 3835 | 1 | LSI | 11/29/2016 | \$7,149.32 |
| 3836 | 1 | Michelle K. Marino | 11/29/2016 | \$40.00 |
| 3837 | 1 | Southern Software, Inc | 11/29/2016 | \$750.00 |
| 3838 | 1 | William Stemmetz | 11/29/2016 | \$40.00 |
| 3839 | 1 | Minnesota Life Insurance Co. | 11/29/2016 | \$125.04 |
| 3840 | 1 | Krishan Mathur | 11/29/2016 | \$40.00 |
| 3841 | 1 | Bureau for Child Support Enforcement | 11/29/2016 | \$875.00 |
| 3842 | 1 | All American Christmas Company | 11/29/2016 | \$850.00 |
| 3843 | 1 | Christy Dunkle | 11/29/2016 | \$82.08 |
| 3844 | 1 | Anderson's Nursery | 11/29/2016 | \$1,100.00 |
| 3845 | 1 | Michael Whalen | 11/29/2016 | \$25.40 |
| 3846 | 1 | Stanley Kerns | 11/29/2016 | \$25.40 |
| 3847 | 1 | Robert E. Brown | 11/29/2016 | \$25.40 |
| 3848 | 1 | Doris Michael | 11/29/2016 | \$25.40 |
| 3849 | 1 | Virasec, LLC | 11/29/2016 | \$1,618.66 |
| 3850 | 1 | Commercial Press | 11/29/2016 | \$61.95 |
| 3851 | 1 | Nationwide Retirement Solutions | 11/29/2016 | \$830.00 |
| 3852 | 1 | County of Clarke | 11/29/2016 | \$43,938.89 |

A/P Check Listing

Vendor Range - 1105 MEDIA EVENTS' - 'ZION BAPTIST CHURCH
Date From - 11/1/2016 Date To - 11/30/2016

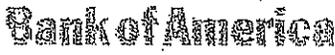
Town of Berryville
12/05/2016 02:34 PM

Page: 3 of 3

| Check Number | Bank | Vendor | Date | Amount |
|--------------|------|----------------------|------------|--------------|
| 3853 | 1 | County of Clarke | 11/29/2016 | \$21,429.77 |
| 3854 | 1 | Wells Fargo | 11/29/2016 | \$532.95 |
| 3855 | 1 | PHILLIP THOMPSON | 11/29/2016 | \$39.58 |
| 3856 | 1 | AMBER NICHOLE COPPEL | 11/29/2016 | \$47.20 |
| 3857 | 1 | LUCY STOKES ASHBY | 11/29/2016 | \$225.00 |
| 3858 | 1 | WAYNE DANIELS | 11/29/2016 | \$63.65 |
| 3859 | 1 | ROXANNE LEE OSTLUND | 11/29/2016 | \$72.60 |
| 3860 | 1 | COLDWELL BANKER | 11/29/2016 | \$207.00 |
| 68 | | Checks Totaling | | \$139,157.81 |

Totals By Fund

| | Checks | Voids | Total |
|----------------|---------------------|-------|---------------------|
| 100 | \$107,876.87 | | \$107,876.87 |
| 501 | \$14,672.12 | | \$14,672.12 |
| 502 | \$16,608.82 | | \$16,608.82 |
| Totals: | \$139,157.81 | | \$139,157.81 |



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

Purchasing Card

October 01, 2016 - October 31, 2016

Company Statement

| Account Information | Payments 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 10/31/16 Payment Due Date 11/25/16 Days in Billing Cycle 31 Credit Limit \$500,000 Cash Limit \$0 Total Payment Due \$63,816.56 | Previous Balance \$74,256.54 Payments -\$74,256.54 Credits -\$126.36 Cash \$0.00 Purchases \$63,942.92 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 \$63,816.56 |

Important Messages

Please do not send payment. Your automatic payment is scheduled to be credited to this account on 11/25/16.

Cardholder Activity Summary

| Account Number Credit Limit | Credits | Cash | Purchases and Other Debits | Total Activity |
|--|---------|------|-------------------------------|----------------|
| BOOR, RICK XXXX-XXXX-XXXX-1273 15,000 | 0.00 | 0.00 | 2,919.82 | 2,919.82 |
| BOOTH, KEVIN XXXX-XXXX-XXXX-4654 1,000 | 0.00 | 0.00 | 729.74 | 729.74 |

7425654 6381656 6381656 4715291201837237

Account Number: XXXX-XXXX-XXXX-7237
 October 01, 2016 - October 31, 2016

Total Payment Due \$63,816.56
 Payment Due Date 11/25/16

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



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



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

**N0820347

5499900 11:0005 1201837237

GL Cash Disbursement Entries

Town of Berryville
 12/8/2016 9:38:37 AM
 Batch: 4377

Page 1 Of 15
 Operator: 4

| Description: | Date | Reference | Bank | Cash Receipt Amount |
|---|------------|--------------------|------|------------------------|
| AIR DISTRIBUTOR | 11/29/2016 | CC | 1 | \$141.80 |
| Account Distributions: | | | | Debit Credit |
| ****Vendor: 3068 AIRDISTRIBUTOR | | | | |
| 502-1140000-0000 B/C OPR | | Cash Credit Entry | | \$141.80 |
| 502-4012224-3330 REPAIR & MAINTENANCE | | CC | | \$141.80 |
| Check: 112916 | | Total Distributed: | | \$141.80 \$141.80 |
| ALLIED ELECTRONICS INC | 11/29/2016 | CC | 1 | \$74.32 |
| Account Distributions: | | | | Debit Credit |
| ****Vendor: 2422 ALLIED ELECTRONICS INC | | | | |
| 502-1140000-0000 B/C OPR | | Cash Credit Entry | | \$74.32 |
| 502-4012222-3310 REPAIR & MAINTENANCE | | CC | | \$74.32 |
| Check: 112916 | | Total Distributed: | | \$74.32 \$74.32 |
| ALTMED MEDICAL CTR | 11/29/2016 | CC | 1 | \$170.00 |
| Account Distributions: | | | | Debit Credit |
| ****Vendor: 2356 ALTMED MEDICAL CENTER | | | | |
| 100-1140000-0000 B/C OPR | | Cash Credit Entry | | \$170.00 |
| 100-4041100-3110 MEDICAL EXAMS | | CC | | \$170.00 |
| Check: 112916 | | Total Distributed: | | \$170.00 \$170.00 |
| AMAZON | 11/29/2016 | CC | 1 | \$55.55 |
| Account Distributions: | | | | Debit Credit |
| ****Vendor: 1988 Amazon.com | | | | |
| 100-1140000-0000 B/C OPR | | Cash Credit Entry | | \$55.55 |
| 100-4012530-3400 WEB SITE | | CC | | \$0.56 |
| 100-4031100-6010 POLICE SUPPLIES | | CC | | \$54.99 |
| Check: 112916 | | Total Distributed: | | \$55.55 \$55.55 |
| ANDERSON CONTROL INC | 11/29/2016 | CC | 1 | \$126.00 |
| Account Distributions: | | | | Debit Credit |
| ****Vendor: 1334 ANDERSON CONTROL, INC | | | | |
| 502-1140000-0000 B/C OPR | | Cash Credit Entry | | \$126.00 |
| 502-4012222-3145 PROFESSIONAL SERVICES | | CC | | \$126.00 |
| Check: 112916 | | Total Distributed: | | \$126.00 \$126.00 |
| ANDERSON'S NURSERY | 11/29/2016 | CC | 1 | \$120.00 |
| Account Distributions: | | | | Debit Credit |

GL Cash Disbursement Entries

Town of Berryville

12/8/2016 9:38:37 AM

Page 2 Of 15

****Vendor: 365 Anderson's Nursery

501-1140000-0000 B/C OPR Cash Credit Entry \$120.00

501-4012224-6007 MATERIALS & SUPPLIES CC \$120.00

Check: 112916 Total Distributed: \$120.00 \$120.00

| | | | | |
|------|------------|----|---|---------|
| AWWA | 11/29/2016 | CC | 1 | \$15.00 |
|------|------------|----|---|---------|

Account Distributions: Debit Credit

****Vendor: 92 American Water Works Association

501-1140000-0000 B/C OPR Cash Credit Entry \$15.00

501-4012222-5540 TRAINING CC \$15.00

Check: 112916 Total Distributed: \$15.00 \$15.00

| | | | | |
|-------------------|------------|----|---|----------|
| BATTLEFIELD BOOTS | 11/29/2016 | CC | 1 | \$400.00 |
|-------------------|------------|----|---|----------|

Account Distributions: Debit Credit

****Vendor: 2119 BATTLEFIELD BOOTS

100-1140000-0000 B/C OPR Cash Credit Entry \$400.00

100-4041200-6011 UNIFORMS CC \$400.00

Check: 112916 Total Distributed: \$400.00 \$400.00

| | | | | |
|---------------------------|------------|----|---|----------|
| BERRYVILLE AUTO PARTS INC | 11/29/2016 | CC | 1 | \$946.49 |
|---------------------------|------------|----|---|----------|

Account Distributions: Debit Credit

****Vendor: 39 Berryville Auto Parts

100-1140000-0000 B/C OPR Cash Credit Entry \$664.68

100-4031100-3310 REPAIR & MAINTENANCE CC \$262.24

100-4041100-3310 VEHICLE REP & MAINTENANCE CC \$9.99

100-4041200-3310 EQUIPMENT MAINTENANCE CC \$358.47

100-4041340-6007 MATERIALS & SUPPLIES CC \$33.98

501-1140000-0000 B/C OPR Cash Credit Entry \$281.81

501-4012222-3310 REPAIR & MAINTENANCE CC \$253.81

501-4012224-6007 MATERIALS & SUPPLIES CC \$28.00

Check: 112916 Total Distributed: \$946.49 \$946.49

| | | | | |
|-------------------------------|------------|----|---|----------|
| BERRYVILLE MEDICAL ASSOCIATES | 11/29/2016 | CC | 1 | \$657.00 |
|-------------------------------|------------|----|---|----------|

Account Distributions: Debit Credit

****Vendor: 279 Berryville Medical Associates

100-1140000-0000 B/C OPR Cash Credit Entry \$657.00

GL Cash Disbursement Entries

Town of Berryville

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| | | | | |
|--|----|--------------------|----------|----------|
| 100-4031100-3115 PRE EMPLOYMENT DRUG SCREEN | CC | | \$657.00 | |
| Check: 112916 | | Total Distributed: | \$657.00 | \$657.00 |

| | | | | |
|-----------------------|------------|----|---|----------|
| BERRYVILLE TRUE VALUE | 11/29/2016 | CC | 1 | \$396.30 |
|-----------------------|------------|----|---|----------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

****Vendor: 45 Berryville True Value Hardware

| | | | | |
|---|-------------------|--|---------|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | | \$140.97 |
| 100-4041200-3310 EQUIPMENT MAINTENANCE | CC | | \$53.37 | |
| 100-4041200-6007 MATERIALS & SUPPLIES | CC | | \$24.95 | |
| 100-4071310-6018 ROSE HILL IMPROVEMENTS | CC | | \$62.65 | |
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | | \$138.06 |
| 501-4012222-3310 REPAIR & MAINTENANCE | CC | | \$83.45 | |
| 501-4012222-6014 TOOLS | CC | | \$22.52 | |
| 501-4012224-3330 LINE REPAIR & MAINTENANCE | CC | | \$11.22 | |
| 501-4012224-6007 MATERIALS & SUPPLIES | CC | | \$20.87 | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | | \$117.27 |
| 502-4012222-3310 REPAIR & MAINTENANCE | CC | | \$70.16 | |
| 502-4012222-6005 JANITORIAL SUPPLIES | CC | | \$47.11 | |

| | | | | |
|---------------|--|--------------------|----------|----------|
| Check: 112916 | | Total Distributed: | \$396.30 | \$396.30 |
|---------------|--|--------------------|----------|----------|

| | | | | |
|--------------------------|------------|----|---|---------|
| BIG DADDY AUTOMOTIVE LLC | 11/29/2016 | CC | 1 | \$67.00 |
|--------------------------|------------|----|---|---------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

****Vendor: 164 Big Daddy Automotive

| | | | | |
|---|-------------------|--|---------|---------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | | \$67.00 |
| 100-4041200-3310 EQUIPMENT MAINTENANCE | CC | | \$67.00 | |

| | | | | |
|---------------|--|--------------------|---------|---------|
| Check: 112916 | | Total Distributed: | \$67.00 | \$67.00 |
|---------------|--|--------------------|---------|---------|

| | | | | |
|------------------------|------------|----|---|--------|
| BLOSSMAN COMPANIES INC | 11/29/2016 | CC | 1 | \$2.00 |
|------------------------|------------|----|---|--------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

****Vendor: 1303 BLOSSMAN

| | | | | |
|--------------------------------|-------------------|--|--------|--------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | | \$2.00 |
| 501-4012222-5120 FUEL/OIL HEAT | CC | | \$2.00 | |

| | | | | |
|---------------|--|--------------------|--------|--------|
| Check: 112916 | | Total Distributed: | \$2.00 | \$2.00 |
|---------------|--|--------------------|--------|--------|

| | | | | |
|-----------------------|------------|----|---|------------|
| CARMEUSE LIME & STONE | 11/29/2016 | CC | 1 | \$3,633.00 |
|-----------------------|------------|----|---|------------|

GL Cash Disbursement Entries

Town of Berryville

12/8/2016 9:38:37 AM

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| Account Distributions: | | | | Debit | Credit |
|---|------------|--------------------|---|------------|------------|
| ****Vendor: 2030 Carmeuse Lime, Inc | | | | | |
| 502-1140000-0000 B/C OPR | | Cash Credit Entry | | | \$3,633.00 |
| 502-4012222-6025 CHEMICALS | | CC | | \$3,633.00 | |
| Check: 112916 | | Total Distributed: | | \$3,633.00 | \$3,633.00 |
| CHIEF SUPPLY | 11/29/2016 | CC | 1 | \$344.57 | |
| Account Distributions: | | | | Debit | Credit |
| ****Vendor: 2336 CHIEF SUPPLY CORPORATION | | | | | |
| 100-1140000-0000 B/C OPR | | Cash Credit Entry | | | \$344.57 |
| 100-4031100-6010 POLICE SUPPLIES | | CC | | \$324.99 | |
| 100-4031100-6011 UNIFORMS | | CC | | \$19.58 | |
| Check: 112916 | | Total Distributed: | | \$344.57 | \$344.57 |
| CLARKE COUNTY SPEED | 11/29/2016 | CC | 1 | \$640.00 | |
| Account Distributions: | | | | Debit | Credit |
| ****Vendor: 3075 CLARKE COUNTY SPEED | | | | | |
| 100-1140000-0000 B/C OPR | | Cash Credit Entry | | | \$640.00 |
| 100-4041340-6007 MATERIALS & SUPPLIES | | CC | | \$640.00 | |
| Check: 112916 | | Total Distributed: | | \$640.00 | \$640.00 |
| COMCAST | 11/29/2016 | CC | 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: 112916 | | Total Distributed: | | \$74.90 | \$74.90 |
| CONSOLIDATED ELECTRIC | 11/29/2016 | CC | 1 | \$240.00 | |
| Account Distributions: | | | | Debit | Credit |
| ****Vendor: 89 Consolidated Electric | | | | | |
| 502-1140000-0000 B/C OPR | | Cash Credit Entry | | | \$240.00 |
| 502-4012222-3310 REPAIR & MAINTENANCE | | CC | | \$240.00 | |
| Check: 112916 | | Total Distributed: | | \$240.00 | \$240.00 |
| COYNE CHEMICAL | 11/29/2016 | CC | 1 | \$8,037.24 | |
| Account Distributions: | | | | Debit | Credit |
| ****Vendor: 53 Coyne Chemical | | | | | |
| 501-1140000-0000 B/C OPR | | Cash Credit Entry | | | \$2,982.81 |
| 501-4012222-6025 CHEMICALS | | CC | | \$2,982.81 | |

GL Cash Disbursement Entries

Town of Berryville

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502-1140000-0000 B/C OPR Cash Credit Entry \$5,054.43

502-4012222-6025 CHEMICALS CC \$5,054.43

Check: 112916 Total Distributed: \$8,037.24 \$8,037.24

| | | | | | |
|--------------|------------|----|---|---------|--|
| CROWN TROPHY | 11/29/2016 | CC | 1 | \$85.00 | |
|--------------|------------|----|---|---------|--|

Account Distributions: Debit Credit

****Vendor: 2431 Crown Trophy

100-1140000-0000 B/C OPR Cash Credit Entry \$85.00

100-4011100-5800 MISCELLANEOUS CC \$85.00

Check: 112916 Total Distributed: \$85.00 \$85.00

| | | | | | |
|----------------|------------|----|---|----------|--|
| CULLIGAN WATER | 11/29/2016 | CC | 1 | \$549.70 | |
|----------------|------------|----|---|----------|--|

Account Distributions: Debit Credit

****Vendor: 2230 CULLIGAN

501-1140000-0000 B/C OPR Cash Credit Entry \$137.43

501-4012222-6025 CHEMICALS CC \$137.43

502-1140000-0000 B/C OPR Cash Credit Entry \$412.27

502-4012222-6025 CHEMICALS CC \$412.27

Check: 112916 Total Distributed: \$549.70 \$549.70

| | | | | | |
|------------------|------------|----|---|----------|--|
| CUMMINS ATLANTIC | 11/29/2016 | CC | 1 | \$849.28 | |
|------------------|------------|----|---|----------|--|

Account Distributions: Debit Credit

****Vendor: 2320 CUMMINS ATLANTIC

502-1140000-0000 B/C OPR Cash Credit Entry \$849.28

502-4012224-3310 EQUIPMENT MAINTENANCE CC \$314.28

502-4012224-3310 EQUIPMENT MAINTENANCE CC \$535.00

Check: 112916 Total Distributed: \$849.28 \$849.28

| | | | | | |
|---------------------|------------|----|---|----------|--|
| CUSTOM FLAG COMPANY | 11/29/2016 | CC | 1 | \$315.00 | |
|---------------------|------------|----|---|----------|--|

Account Distributions: Debit Credit

****Vendor: 2142 CUSTOM FLAGS

100-1140000-0000 B/C OPR Cash Credit Entry \$315.00

100-4012530-6001 OFFICE SUPPLIES CC \$315.00

Check: 112916 Total Distributed: \$315.00 \$315.00

| | | | | | |
|-----------------|------------|----|---|----------|--|
| CW SECURITY SOL | 11/29/2016 | CC | 1 | \$569.00 | |
|-----------------|------------|----|---|----------|--|

Account Distributions: Debit Credit

****Vendor: 3072 HOWARD UNIFORM COMPANY



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| | | | |
|----------------------------------|--------------------|----------|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$569.00 |
| 100-4031100-6010 POLICE SUPPLIES | CC | \$569.00 | |
| Check: 112916 | Total Distributed: | \$569.00 | \$569.00 |

| | | | | |
|-----|------------|----|---|----------|
| DMV | 11/29/2016 | CC | 1 | \$223.00 |
|-----|------------|----|---|----------|

Account Distributions: Debit Credit

****Vendor: 1438 DMV

| | | | |
|---|--------------------|----------|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$223.00 |
| 100-3410201-0000 MISCELLANEOUS REVENUES | CC | \$220.00 | |
| 100-4041100-3110 MEDICAL EXAMS | CC | \$3.00 | |
| Check: 112916 | Total Distributed: | \$223.00 | \$223.00 |

| | | | | |
|----------------------------|------------|----|---|------------|
| EAHEART INDUSTRIAL SERVICE | 11/29/2016 | CC | 1 | \$1,046.58 |
|----------------------------|------------|----|---|------------|

Account Distributions: Debit Credit

****Vendor: 2071 EAHEART INDUSTRIAL SERVICES

| | | | |
|---------------------------------------|--------------------|------------|------------|
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$1,046.58 |
| 502-4012222-3310 REPAIR & MAINTENANCE | CC | \$171.58 | |
| J2-4012222-5540 TRAINING | CC | \$875.00 | |
| Check: 112916 | Total Distributed: | \$1,046.58 | \$1,046.58 |

| | | | | |
|-------|------------|----|---|--------|
| EXXON | 11/29/2016 | CC | 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: 112916 | Total Distributed: | \$2.62 | \$2.62 |

| | | | | |
|-----------------------|------------|----|---|---------|
| FESTIVAL DRY CLEANERS | 11/29/2016 | CC | 1 | \$20.00 |
|-----------------------|------------|----|---|---------|

Account Distributions: Debit Credit

****Vendor: 1997 Festival Cleaners

| | | | |
|---------------------------|--------------------|---------|---------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$20.00 |
| 100-4031100-6011 UNIFORMS | CC | \$20.00 | |
| Check: 112916 | Total Distributed: | \$20.00 | \$20.00 |

| | | | | |
|-------------------|------------|----|---|----------|
| FISHER AUTO PARTS | 11/29/2016 | CC | 1 | \$846.75 |
|-------------------|------------|----|---|----------|

Account Distributions: Debit Credit

****Vendor: 46 Fisher Auto Parts

| | | | |
|--------------------------------|-------------------|---------|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$560.04 |
| 100-4041100-3310 VEHICLE REP & | CC | \$12.09 | |



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MAINTENANCE

| | | | |
|--|--------------------|----------|----------|
| 100-4041200-6007 MATERIALS & SUPPLIES | CC | \$547.95 | |
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$247.83 |
| 501-4012224-3330 LINE REPAIR & MAINTENANCE | CC | \$247.83 | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$38.88 |
| 502-4012222-3310 REPAIR & MAINTENANCE | CC | \$38.88 | |
| Check: 112916 | Total Distributed: | \$846.75 | \$846.75 |

| | | | | |
|-------|------------|----|---|----------|
| GALLS | 11/29/2016 | CC | 1 | \$715.23 |
|-------|------------|----|---|----------|

Account Distributions: Debit Credit

****Vendor: 60 Gall's, LLC

| | | | |
|----------------------------------|--------------------|----------|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$715.23 |
| 100-4031100-6001 OFFICE SUPPLIES | CC | \$715.23 | |
| Check: 112916 | Total Distributed: | \$715.23 | \$715.23 |

| | | | | |
|---------------------|------------|----|---|----------|
| GOOD EARTH PRODUCTS | 11/29/2016 | CC | 1 | \$344.60 |
|---------------------|------------|----|---|----------|

Account Distributions: Debit Credit

****Vendor: 2184 GOOD EARTH PRODUCTS

| | | | |
|----------------------------------|--------------------|----------|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$344.60 |
| 100-4031100-6010 POLICE SUPPLIES | CC | \$344.60 | |
| Check: 112916 | Total Distributed: | \$344.60 | \$344.60 |

| | | | | |
|----------------------|------------|----|---|---------|
| GRAND RENTAL STATION | 11/29/2016 | CC | 1 | \$41.10 |
|----------------------|------------|----|---|---------|

Account Distributions: Debit Credit

****Vendor: 101 Grand Rental Station

| | | | |
|--|--------------------|---------|---------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$41.10 |
| 501-4012224-3330 LINE REPAIR & MAINTENANCE | CC | \$41.10 | |
| Check: 112916 | Total Distributed: | \$41.10 | \$41.10 |

| | | | | |
|-------------------------|------------|----|---|------------|
| GRIFFITH ENERGY SERVICE | 11/29/2016 | CC | 1 | \$1,206.81 |
|-------------------------|------------|----|---|------------|

Account Distributions: Debit Credit

****Vendor: 102 Griffith Energy Services, Inc.

| | | | |
|---------------------------------|--------------------|------------|------------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$1,142.03 |
| 100-4041200-6008 GASOLINE & OIL | CC | \$1,142.03 | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$64.78 |
| 502-4012222-6008 DIESEL FUEL | CC | \$64.78 | |
| Check: 112916 | Total Distributed: | \$1,206.81 | \$1,206.81 |



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| | | | | |
|--------------|------------|----|---|----------|
| HACH COMPANY | 11/29/2016 | CC | 1 | \$462.24 |
|--------------|------------|----|---|----------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

****Vendor: 52 Hach Chemical Company

| | | | |
|--------------------------|-------------------|--|----------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$462.24 |
|--------------------------|-------------------|--|----------|

| | | | |
|-------------------------------|----|--|----------|
| 501-4012222-6004 LAB SUPPLIES | CC | | \$462.24 |
|-------------------------------|----|--|----------|

| | | | | |
|---------------|--|--------------------|----------|----------|
| Check: 112916 | | Total Distributed: | \$462.24 | \$462.24 |
|---------------|--|--------------------|----------|----------|

| | | | | |
|-------------|------------|----|---|----------|
| HOLIDAY INN | 11/29/2016 | CC | 1 | \$307.52 |
|-------------|------------|----|---|----------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

****Vendor: 2022 Holiday Inn

| | | | |
|--------------------------|-------------------|--|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$307.52 |
|--------------------------|-------------------|--|----------|

| | | | |
|---------------------------|----|--|----------|
| 100-4012110-5540 TRAINING | CC | | \$307.52 |
|---------------------------|----|--|----------|

| | | | | |
|---------------|--|--------------------|----------|----------|
| Check: 112916 | | Total Distributed: | \$307.52 | \$307.52 |
|---------------|--|--------------------|----------|----------|

| | | | | |
|----------------|------------|----|---|----------|
| HOWARD UNIFORM | 11/29/2016 | CC | 1 | \$150.00 |
|----------------|------------|----|---|----------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

****Vendor: 3072 HOWARD UNIFORM COMPANY

| | | | |
|--------------------------|-------------------|--|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$150.00 |
|--------------------------|-------------------|--|----------|

| | | | |
|--------------------------|----|--|----------|
| 00-4031100-6011 UNIFORMS | CC | | \$150.00 |
|--------------------------|----|--|----------|

| | | | | |
|---------------|--|--------------------|----------|----------|
| Check: 112916 | | Total Distributed: | \$150.00 | \$150.00 |
|---------------|--|--------------------|----------|----------|

| | | | | |
|-----------------|------------|----|---|---------|
| JOHNNY BLUE INC | 11/29/2016 | CC | 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: 112916 | | Total Distributed: | \$82.00 | \$82.00 |
|---------------|--|--------------------|---------|---------|

| | | | | |
|------------------|------------|----|---|----------|
| KORMAN SIGNS INC | 11/29/2016 | CC | 1 | \$864.16 |
|------------------|------------|----|---|----------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

****Vendor: 1954 KORMAN SIGNS

| | | | |
|--------------------------|-------------------|--|----------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$864.16 |
|--------------------------|-------------------|--|----------|

| | | | |
|---------------------------------------|----|--|----------|
| 501-4012224-6007 MATERIALS & SUPPLIES | CC | | \$864.16 |
|---------------------------------------|----|--|----------|

| | | | | |
|---------------|--|--------------------|----------|----------|
| Check: 112916 | | Total Distributed: | \$864.16 | \$864.16 |
|---------------|--|--------------------|----------|----------|

| | | | | |
|-------|------------|----|---|----------|
| LOWES | 11/29/2016 | CC | 1 | \$457.42 |
|-------|------------|----|---|----------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

****Vendor: 682 Lowe's

| | | | |
|--------------------------|-------------------|--|----------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$414.50 |
|--------------------------|-------------------|--|----------|



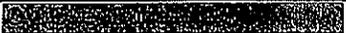
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| | | | |
|--|--------------------|------------|--------------|
| 501-4012224-3330 LINE REPAIR & MAINTENANCE | CC | \$414.50 | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$42.92 |
| 502-4012222-3310 REPAIR & MAINTENANCE | CC | \$42.92 | |
| Check: 112916 | Total Distributed: | \$457.42 | \$457.42 |
| <hr/> | | | |
| M C DEAN INC | 11/29/2016 | CC | 1 \$688.40 |
| Account Distributions: | | Debit | Credit |
| ****Vendor: 3071 M C DEAN INC | | | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$688.40 |
| 502-4012222-3145 PROFESSIONAL SERVICES | CC | \$688.40 | |
| Check: 112916 | Total Distributed: | \$688.40 | \$688.40 |
| <hr/> | | | |
| MCMaster-CARR | 11/29/2016 | CC | 1 \$3,067.67 |
| Account Distributions: | | Debit | Credit |
| ****Vendor: 630 McMaster-Carr Supply Co. | | | |
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$3,067.67 |
| 501-4012222-3310 REPAIR & MAINTENANCE | CC | \$2,474.87 | |
| 501-4012222-3310 REPAIR & MAINTENANCE | CC | \$592.80 | |
| Check: 112916 | Total Distributed: | \$3,067.67 | \$3,067.67 |
| <hr/> | | | |
| NATIONAL SAFETY SUPPLY | 11/29/2016 | CC | 1 \$2,373.75 |
| Account Distributions: | | Debit | Credit |
| ****Vendor: 352 National Safety Supply, Inc. | | | |
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$1,186.88 |
| 501-4012222-6019 SAFETY EQUIPMENT | CC | \$1,186.88 | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$1,186.87 |
| 502-4012222-6019 SAFETY EQUIPMENT | CC | \$1,186.87 | |
| Check: 112916 | Total Distributed: | \$2,373.75 | \$2,373.75 |
| <hr/> | | | |
| NPC NEW PIG CORP | 11/29/2016 | CC | 1 \$353.65 |
| Account Distributions: | | Debit | Credit |
| ****Vendor: 1562 NEW PIG | | | |
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$176.82 |
| 501-4012222-3310 REPAIR & MAINTENANCE | CC | \$176.82 | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$176.83 |
| 502-4012222-3310 REPAIR & MAINTENANCE | CC | \$176.83 | |
| Check: 112916 | Total Distributed: | \$353.65 | \$353.65 |
| <hr/> | | | |
| OLD DOMINION BRUSH CO | 11/29/2016 | CC | 1 \$938.91 |



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| Account Distributions: | | Debit | Credit |
|--|--------------------|----------|----------|
| ****Vendor: 1527 OLD DOMINION BRUSH | | | |
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$938.91 |
| 100-4041200-3310 EQUIPMENT MAINTENANCE | CC | \$938.91 | |
| Check: 112916 | Total Distributed: | \$938.91 | \$938.91 |

| | | | | |
|------------------|------------|----|---|------------|
| OVERHEAD DOOR CO | 11/29/2016 | CC | 1 | \$2,637.00 |
|------------------|------------|----|---|------------|

| Account Distributions: | | Debit | Credit |
|--|--------------------|------------|------------|
| ****Vendor: 1030 OVERHEAD DOOR COMPANY OF WINCHESTER | | | |
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$2,637.00 |
| 501-4012222-3310 REPAIR & MAINTENANCE | CC | \$2,637.00 | |
| Check: 112916 | Total Distributed: | \$2,637.00 | \$2,637.00 |

| | | | | |
|--------------------|------------|----|---|---------|
| POLICE AND SHERIFF | 11/29/2016 | CC | 1 | \$17.49 |
|--------------------|------------|----|---|---------|

| Account Distributions: | | Debit | Credit |
|--|--------------------|---------|---------|
| ****Vendor: 2187 POLICE AND SHERRIFS PRESS | | | |
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$17.49 |
| J0-4031100-6010 POLICE SUPPLIES | CC | \$17.49 | |
| Check: 112916 | Total Distributed: | \$17.49 | \$17.49 |

| | | | | |
|-------------------------|------------|----|---|----------|
| POSITIVE PROMOTIONS INC | 11/29/2016 | CC | 1 | \$651.07 |
|-------------------------|------------|----|---|----------|

| Account Distributions: | | Debit | Credit |
|--------------------------------------|--------------------|----------|----------|
| ****Vendor: 479 Positive Promotions | | | |
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$651.07 |
| 100-4031100-5815 COMMUNITY RELATIONS | CC | \$651.07 | |
| Check: 112916 | Total Distributed: | \$651.07 | \$651.07 |

| | | | | |
|-------------------------|------------|----|---|----------|
| REI MATTHEW BENDER & CO | 11/29/2016 | CC | 1 | \$122.83 |
|-------------------------|------------|----|---|----------|

| Account Distributions: | | Debit | Credit |
|---|--------------------|----------|----------|
| ****Vendor: 19 Matthew Bender & Co., Inc. | | | |
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$122.83 |
| 100-4031100-6010 POLICE SUPPLIES | CC | \$122.83 | |
| Check: 112916 | Total Distributed: | \$122.83 | \$122.83 |

| | | | | |
|-------------------|------------|----|---|-------------|
| REPUBLIC SERVICES | 11/29/2016 | CC | 1 | \$21,029.60 |
|-------------------|------------|----|---|-------------|

| Account Distributions: | | Debit | Credit |
|---|-------------------|-------------|-------------|
| ****Vendor: 305 Allied Waste Services # 976 | | | |
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | \$19,672.82 |
| 100-4042300-3220 CONTRACTUAL SERVICES | CC | \$15,200.54 | |
| ████████████████████ | | | |

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| | | | |
|---|-------------------|------------|------------|
| 100-4042300-6225 RECYCLING SERVICES | CC | \$4,472.28 | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$1,356.78 |
| 502-4012222-3210 LANDFILL-SOLIDS DISPOSAL | CC | \$1,356.78 | |

| | | | |
|---------------|--------------------|-------------|-------------|
| Check: 112916 | Total Distributed: | \$21,029.60 | \$21,029.60 |
|---------------|--------------------|-------------|-------------|

| | | | | |
|-------------------|------------|----|---|----------|
| ROBERTS OXYGEN CO | 11/29/2016 | CC | 1 | \$146.41 |
|-------------------|------------|----|---|----------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

***Vendor: 1752 ROBERTS OXYGEN CO

| | | | |
|--|-------------------|----------|----------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$131.91 |
| 501-4012222-3310 REPAIR & MAINTENANCE | CC | \$118.56 | |
| 501-4012224-3330 LINE REPAIR & MAINTENANCE | CC | \$13.35 | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$14.50 |
| 502-4012222-6008 DIESEL FUEL | CC | \$14.50 | |

| | | | |
|---------------|--------------------|----------|----------|
| Check: 112916 | Total Distributed: | \$146.41 | \$146.41 |
|---------------|--------------------|----------|----------|

| | | | | |
|-----------------|------------|----|---|----------|
| SAFETY SERVICES | 11/29/2016 | CC | 1 | \$524.98 |
|-----------------|------------|----|---|----------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

***Vendor: 3073 SAFETY SERVICES COMPANY

| | | | |
|---------------------------|-------------------|----------|----------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$262.49 |
| 501-4012222-5540 TRAINING | CC | \$262.49 | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$262.49 |
| 502-4012222-5540 TRAINING | CC | \$262.49 | |

| | | | |
|---------------|--------------------|----------|----------|
| Check: 112916 | Total Distributed: | \$524.98 | \$524.98 |
|---------------|--------------------|----------|----------|

| | | | | |
|---------------------------|------------|----|---|----------|
| SELECT SPECIALTY PRODUCTS | 11/29/2016 | CC | 1 | \$531.02 |
|---------------------------|------------|----|---|----------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

***Vendor: 274 Select Specialty Products

| | | | |
|--|-------------------|----------|----------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | \$225.14 |
| 501-4012224-3330 LINE REPAIR & MAINTENANCE | CC | \$225.14 | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | \$305.88 |
| 502-4012222-6005 JANITORIAL SUPPLIES | CC | \$305.88 | |

| | | | |
|---------------|--------------------|----------|----------|
| Check: 112916 | Total Distributed: | \$531.02 | \$531.02 |
|---------------|--------------------|----------|----------|

| | | | | |
|--------------------|------------|----|---|----------|
| SHADE EQUIPMENT CO | 11/29/2016 | CC | 1 | \$195.55 |
|--------------------|------------|----|---|----------|

| | | |
|------------------------|-------|--------|
| Account Distributions: | Debit | Credit |
|------------------------|-------|--------|

***Vendor: 238 Shade Equipment Company



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100-1140000-0000 B/C OPR

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Cash Credit Entry

\$195.55

100-4041250-3310 EQUIPMENT
MAINTENANCE (VDOT)

CC

\$195.55

Check: 112916

Total Distributed:

\$195.55

\$195.55

STAPLES

11/29/2016

CC

1

\$159.18

Account Distributions:

Debit

Credit

****Vendor: 669 STAPLES ADVANTAGE

100-1140000-0000 B/C OPR

Cash Credit Entry

\$159.18

100-4012530-6001 OFFICE SUPPLIES

CC

\$137.91

100-4081100-6001 OFFICE EQUIPMENT

CC

\$21.27

Check: 112916

Total Distributed:

\$159.18

\$159.18

STUART M PERRY

11/29/2016

CC

1

\$1,231.13

Account Distributions:

Debit

Credit

****Vendor: 109 Stuart M. Perry, Inc

501-1140000-0000 B/C OPR

Cash Credit Entry

\$1,231.13

501-4094300-5800 CONTINGENCY

CC

\$1,231.13

Check: 112916

Total Distributed:

\$1,231.13

\$1,231.13

TELRITE CORPORATION

11/29/2016

CC

1

\$15.44

Account Distributions:

Debit

Credit

****Vendor: 768 Telrite Corporation

100-1140000-0000 B/C OPR

Cash Credit Entry

\$15.44

100-4041100-5230 TELECOMMUNICATIONS

CC

\$15.44

Check: 112916

Total Distributed:

\$15.44

\$15.44

TELTRONIC

11/29/2016

CC

1

\$98.99

Account Distributions:

Debit

Credit

****Vendor: 1725 TELTRONIC

100-1140000-0000 B/C OPR

Cash Credit Entry

\$98.99

100-4031100-3310 REPAIR & MAINTENANCE

CC

\$98.99

Check: 112916

Total Distributed:

\$98.99

\$98.99

TENCARVA MACHINERY CO

11/29/2016

CC

1

\$141.22

Account Distributions:

Debit

Credit

****Vendor: 1240 TENCARVA

502-1140000-0000 B/C OPR

Cash Credit Entry

\$141.22

502-4012222-6025 CHEMICALS

CC

\$141.22

Check: 112916

Total Distributed:

\$141.22

\$141.22

[REDACTED]

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| | | | | | |
|------------------------|------------|----|---|----------|--------|
| TIRE WORLD WHOLESALE | 11/29/2016 | CC | 1 | \$378.18 | |
| Account Distributions: | | | | Debit | Credit |

***Vendor: 2026 Tire World

| | | | | |
|---------------------------------------|--------------------|--|--|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | | \$378.18 |
| 100-4031100-3310 REPAIR & MAINTENANCE | CC | | | \$378.18 |
| Check: 112916 | Total Distributed: | | | \$378.18 |

| | | | | | |
|------------------------|------------|----|---|----------|--------|
| USA BLUE BOOK | 11/29/2016 | CC | 1 | \$701.99 | |
| Account Distributions: | | | | Debit | Credit |

***Vendor: 116 USA Bluebook

| | | | | |
|---------------------------------------|--------------------|--|--|----------|
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | | \$352.30 |
| 501-4012222-6019 SAFETY EQUIPMENT | CC | | | \$352.30 |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | | \$349.69 |
| 502-4012222-3310 REPAIR & MAINTENANCE | CC | | | \$150.41 |
| 502-4012222-6004 LAB SUPPLIES | CC | | | \$199.28 |
| Check: 112916 | Total Distributed: | | | \$701.99 |

| | | | | | |
|------------------------|------------|----|---|----------|--------|
| USPS | 11/29/2016 | CC | 1 | \$334.92 | |
| Account Distributions: | | | | Debit | Credit |

***Vendor: 303 US Postal Service

| | | | | |
|----------------------------------|--------------------|--|--|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | | \$319.52 |
| 100-4012530-5210 POSTAGE | CC | | | \$319.52 |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | | \$15.40 |
| 502-4012222-6001 OFFICE SUPPLIES | CC | | | \$15.40 |
| Check: 112916 | Total Distributed: | | | \$334.92 |

| | | | | | |
|------------------------|------------|----|---|----------|--------|
| VERIZON | 11/29/2016 | CC | 1 | \$724.36 | |
| Account Distributions: | | | | Debit | Credit |

***Vendor: 36 Verizon

| | | | | |
|-------------------------------------|--------------------|--|--|----------|
| 100-1140000-0000 B/C OPR | Cash Credit Entry | | | \$146.26 |
| 100-4041100-5230 TELECOMMUNICATIONS | CC | | | \$146.26 |
| 501-1140000-0000 B/C OPR | Cash Credit Entry | | | \$178.59 |
| 501-4012222-5230 TELECOMMUNICATIONS | CC | | | \$178.59 |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | | | \$399.51 |
| 502-4012222-5230 TELECOMMUNICATIONS | CC | | | \$399.51 |
| Check: 112916 | Total Distributed: | | | \$724.36 |

| | | | | | |
|------------------|------------|----|---|----------|--|
| VERIZON WIRELESS | 11/29/2016 | CC | 1 | \$689.81 | |
|------------------|------------|----|---|----------|--|



GL Cash Disbursement Entries

Town of Berryville

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| Account Distributions: | Debit | Credit | | | | | | |
|---|--------------------|------------------------------|----------------------------|------------|----|---|----------|--|
| ****Vendor: 2243 Verizon Wireless | | | | | | | | |
| 100-1140000-0000 B/C OPR | Cash Credit Entry | \$580.04 | | | | | | |
| 100-4012530-5230 TELECOMMUNICATIONS | CC | \$19.01 | | | | | | |
| 100-4031100-5230 TELECOMMUNICATIONS | CC | \$331.74 | | | | | | |
| 100-4041100-5230 TELECOMMUNICATIONS | CC | \$229.29 | | | | | | |
| 501-1140000-0000 B/C OPR | Cash Credit Entry | \$27.44 | | | | | | |
| 501-4012222-5230 TELECOMMUNICATIONS | CC | \$27.44 | | | | | | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | \$82.33 | | | | | | |
| 502-4012222-5230 TELECOMMUNICATIONS | CC | \$82.33 | | | | | | |
| Check: 112916 | Total Distributed: | \$689.81 \$689.81 | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">VIRGINIA RURAL WATER</td> <td style="width: 20%;">11/29/2016</td> <td style="width: 10%;">CC</td> <td style="width: 10%;">1</td> <td style="width: 15%; text-align: right;">\$350.00</td> <td style="width: 15%;"></td> </tr> </table> | | | VIRGINIA RURAL WATER | 11/29/2016 | CC | 1 | \$350.00 | |
| VIRGINIA RURAL WATER | 11/29/2016 | CC | 1 | \$350.00 | | | | |
| ****Vendor: 349 Virginia Rural Water Association | | | | | | | | |
| 501-1140000-0000 B/C OPR | Cash Credit Entry | \$350.00 | | | | | | |
| 501-4012222-5810 DUES | CC | \$350.00 | | | | | | |
| Check: 112916 | Total Distributed: | \$350.00 \$350.00 | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">WINCHESTER BUILDING SUPPLY</td> <td style="width: 20%;">11/29/2016</td> <td style="width: 10%;">CC</td> <td style="width: 10%;">1</td> <td style="width: 15%; text-align: right;">\$433.83</td> <td style="width: 15%;"></td> </tr> </table> | | | WINCHESTER BUILDING SUPPLY | 11/29/2016 | CC | 1 | \$433.83 | |
| WINCHESTER BUILDING SUPPLY | 11/29/2016 | CC | 1 | \$433.83 | | | | |
| ****Vendor: 120 Winchester Building Supply | | | | | | | | |
| 501-1140000-0000 B/C OPR | Cash Credit Entry | \$66.33 | | | | | | |
| 501-4012224-6007 MATERIALS & SUPPLIES | CC | \$66.33 | | | | | | |
| 502-1140000-0000 B/C OPR | Cash Credit Entry | \$367.50 | | | | | | |
| 502-4012224-3330 REPAIR & MAINTENANCE | CC | \$367.50 | | | | | | |
| Check: 112916 | Total Distributed: | \$433.83 \$433.83 | | | | | | |
| Batch Totals: | | \$63,816.56 \$63,816.56 | | | | | | |



GL Cash Disbursement Entries

Town of Berryville
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Attachment 8

MINUTES
BERRYVILLE TOWN COUNCIL
POLICE AND SECURITY COMMITTEE
Berryville-Clarke County Government Center
Regular Meeting
Monday, November 21, 2016
9:00 a.m.

Committee members: Present- Dave Tollett, Chair; Absent- Donna McDonald

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

Others: Patricia Dickinson

Press: Cathy Kuehner, Winchester Star

1. Call to Order

The meeting was called to order at 9:00 a.m. by Committee Chair Tollett.

2. Report of the Chief

Chief White reported that he is in the process of interviewing to fill a current opening on the staff. He said a new academy term begins in January and added that if a non-certified person is hired, he hopes the new employee will attend the January academy session.

Chief White said he is attending monthly meetings regarding the new Skyline Academy. He said Shockey Company will be breaking ground next week, and the building has a planned opening date if July 1, 2017.

3. Ordinance Revisions - Chapter 8 (Garbage and Refuse)

Chief White noted that he and Mr. Dalton have been working on revisions for several months. Mr. Dalton suggested addressing the specific areas of service by having a policy outside the ordinance. He said as Town Manager, he could identify and monitor the commercial district service area. He and Chief White agreed that this approach would be the best option and would simplify both the revision and management of the policy.

There was discussion of how dumpsters are monitored. Mr. Dalton said the location and screening of dumpsters is addressed under zoning, and if a site is covered by a site plan then the issue is specifically addressed at that point. He said the care and dumping of dumpsters is covered by this ordinance.

There was discussion of punishments for violations of Chapter 8 (Garbage and Refuse).

Ms. Dickinson suggested that in the future, citizens be charged for additional trash totes, but not for additional recycling bins.

Mr. Dalton proposed that the ordinance be sent to the town attorney, Mr. Mitchell, for review. He suggested that pending Mr. Mitchell's review, the ordinance and the policy could be on the agenda at the February 2017 Town Council meeting. By consensus, the Committee agreed to that schedule.

Chief White said the next chapter scheduled for review is Chapter 10 -- Motor Vehicles. He said he will provide a synopsis of the status of revisions thus far.

4. Other

Mr. Dalton noted the upcoming retirement of the Police Department Administrative Assistant. He said the position is being changed to provide support in the Town business office 25% of the work week.

The committee discussed e-citation software. Chief White said Clarke County will implement the system in December, and he will observe the process.

5. Adjourn

There being no further business, the meeting was adjourned at 9:45 a.m. on a motion by Ms. Dickinson, seconded by Mr. Tollett, and passed unanimously.

DRAFT

MINUTES

Attachment 9



Berryville Police Department

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

policeadmin@berryvilleva.gov

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

W. Neal White – Chief of Police

MEMO

DATE: 12/07/2016

TO: Town Council

FROM: Chief W. Neal White

CC:

RE: Police Department Monthly Report – 12/13/2016

Monthly Activity Report

The activity report for the month of November 2016 is attached to this memo.

Police and Security Committee

The Police and Security Committee met on November 21, 2016 and the minutes of the meeting are attached for approval. The next standing date for the committee to meet would be December 22, 2016 at 9:00 am. I would ask that a determination be made at this Council meeting if the standing meeting will be held or moved to the next date in January.

Staffing

Background investigations are still on going to fill the open patrol officer position.

Applications are also being accepted to fill the administrative assistant position. The position has been posted and advertised. Applications are being accepted through December 17, 2016.

Police Fleet

The new police cruiser arrived on December 5, 2016. A few more items of equipment are being installed and the vehicle will soon be in service. The vehicle is a 2017 Ford Explorer and will serve as a marked patrol unit. It is replacing a 2010 Ford Crown Vic that will be stripped of police equipment and sold at public auction.

Public Praise

Please see the attached letter that I received from a local resident with praise for the department house check program and specifically Officer Don Mason.



Berryville Police Department

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W. Neal White – Chief of Police

Holiday Toy Drive

The department continues to collect new, unwrapped toys to help brighten the holidays for local children in need. We will collect these items through December 19th and then distribute prior to Christmas. There has been a lot of support for this initiative so far and we look forward to spreading some extra holiday cheer this year.



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W. Neal White – Chief of Police

POLICE AND SECURITY REPORT

Month: **November** **Year To Date** **November** **October**
Year: **2016** **2016** **2016** **2016**

Complaints Answered

| | | | |
|-----------------------------------|--------------|-----------|------------|
| 911 Hang Up: | 40 | 4 | 7 |
| Alarms: | 109 | 6 | 15 |
| Animal Complaint: | 88 | 5 | 11 |
| Assault And Battery: | 14 | 1 | 0 |
| Assist County: | 16 | 3 | 0 |
| Auto Larceny: | 3 | 0 | 1 |
| Burglary: | 8 | 1 | 0 |
| Civil Complaints: | 79 | 2 | 5 |
| Disturbance (Non Violent): | 49 | 2 | 3 |
| Domestic Disturbance: | 6 | 1 | 2 |
| Drunk In Public: | 9 | 0 | 1 |
| Forgery & Uttering: | 0 | 0 | 0 |
| Fraud: | 7 | 0 | 1 |
| Grand Larceny: | 12 | 1 | 0 |
| Harassment/Intimidation: | 29 | 1 | 4 |
| Homicide: | 0 | 0 | 0 |
| Juvenile Related: | 48 | 2 | 3 |
| Noise: | 35 | 3 | 4 |
| Petty Larceny: | 17 | 0 | 2 |
| Public Service: | 35 | 2 | 1 |
| Rape: | 0 | 0 | 0 |
| Robbery: | 1 | 0 | 0 |
| Runaway: | 1 | 0 | 0 |
| Shoplifting: | 0 | 0 | 0 |
| Suspicious Activity: | 145 | 4 | 22 |
| Trespassing: | 12 | 2 | 0 |
| Vandalism: | 31 | 5 | 4 |
| Welfare Check: | 127 | 10 | 13 |
| Miscellaneous Complaints: | 189 | 10 | 17 |
| Total Complaints Answered: | 1,110 | 65 | 116 |



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

W. Neal White – Chief of Police

Traffic

| | | | |
|----------------------------|-----|----|----|
| Accidents Investigated: | 41 | 4 | 4 |
| Assist Motorist: | 37 | 3 | 7 |
| Child Safety Seat Install: | 31 | 1 | 3 |
| Funeral Escort: | 37 | 5 | 3 |
| Hit & Run: | 14 | 0 | 4 |
| Parking Tickets: | 296 | 64 | 22 |
| Traffic Warnings: | 241 | 19 | 19 |

Traffic Summons Issued

| | | | |
|--------------------------------------|------------|-----------|-----------|
| Defective Equipment: | 2 | 0 | 0 |
| Driving Suspended: | 10 | 0 | 0 |
| Expired Inspection: | 7 | 2 | 0 |
| Expired Registration: | 9 | 1 | 2 |
| Fail To Obey Highway Sign: | 144 | 6 | 8 |
| Fail To Obey Traffic Signals: | 2 | 0 | 0 |
| Fail To Stop/Lights & Siren: | 1 | 0 | 0 |
| Fail To Yield Right Of Way: | 7 | 2 | 0 |
| Hit And Run: | 1 | 0 | 1 |
| No Liability Insurance: | 2 | 0 | 0 |
| No Operator's License: | 11 | 0 | 4 |
| No Seat Belt: | 2 | 1 | 0 |
| Reckless Driving: | 18 | 0 | 0 |
| Speeding: | 118 | 19 | 15 |
| Miscellaneous Summons: | 9 | 0 | 1 |
| Total Traffic Summons Issued: | 343 | 31 | 31 |



Berryville Police Department

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

W. Neal White – Chief of Police

Criminal Arrests Made

| | | | |
|---------------------------------|-----|----|----|
| Abduction: | 0 | 0 | 0 |
| Arson: | 0 | 0 | 0 |
| Assault And Battery: | 15 | 1 | 3 |
| A & B On Police Officer: | 1 | 0 | 0 |
| Auto Larceny: | 0 | 0 | 0 |
| Breaking And Entering: | 2 | 0 | 0 |
| Capias: | 10 | 0 | 0 |
| Disorderly Conduct: | 1 | 0 | 0 |
| Driving While Intoxicated: | 6 | 1 | 0 |
| Drunk In Public: | 6 | 0 | 0 |
| Fail To Obey Police Officer: | 0 | 0 | 0 |
| Fail To Pay Parking Ticket: | 5 | 0 | 1 |
| Forgery: | 0 | 0 | 0 |
| Fraud: | 1 | 0 | 0 |
| Grand Larceny: | 1 | 1 | 0 |
| Homicide: | 0 | 0 | 0 |
| Illegal Drugs/Paraphernalia | 14 | 0 | 1 |
| Petty Larceny: | 2 | 1 | 0 |
| Possess Alcohol Underage: | 0 | 0 | 0 |
| Protective Order: | 35 | 3 | 9 |
| Rape: | 0 | 0 | 0 |
| Resisting Arrest: | 2 | 0 | 0 |
| Robbery: | 1 | 0 | 0 |
| Shoplifting: | 0 | 0 | 0 |
| Trespassing: | 0 | 0 | 0 |
| Vandalism: | 0 | 0 | 0 |
| Weapons Violation | 0 | 0 | 0 |
| | 29 | 4 | 4 |
| Miscellaneous Criminal Arrests: | | | |
| Juvenile Arrest Total: | 0 | 0 | 0 |
| Total Criminal Arrests: | 131 | 11 | 18 |

Found Open At Business In Town

| | | | |
|--------------------------|----|---|---|
| Doors: | 20 | 0 | 3 |
| Windows: | 0 | 0 | 0 |
| Garage Doors Found Open: | 0 | 0 | 0 |

1

2

3

Nov 26, 2016

Chief of Police
Town of Berryville, VA

We are residents of Berryville on [REDACTED]. For a number of years we have spent the winter months in Florida. During those months we always request the "drive by" service your department offers.

We have always appreciated this extra benefit of living in a small town, but never as much as recently. On Tuesday, Nov 22nd, we received a call from Officer Mason (first name unknown). He told us it had been windy there and he noticed some shingles had blown off our roof. This call allowed us to get the shingles replaced before any wet weather could set in.

We appreciate all the great services of your department. We wish you all a safe and wonderful Holiday Season.

Sincerely,
Harvey + Linda [REDACTED]
[REDACTED]

Attachment 10

Memo

To: Town Council
From: David Tyrrell
Date: December 6, 2016
Re: November 2016 Operations Report

The water treatment plant is in compliance for November 2016 with its monthly parameters. We sent a total of 9.473 MG water to the system with a daily average production of 0.364 MGD and a daily max of 0.574 MG.

It is again time for us to be preparing for LT2 Surface Water testing. These tests are to determine the likelihood of Giardia Cyst being found in the water supply. Our sampling plan has been submitted to VDH with sampling of the raw water commencing in March of 2017. We are starting off by running E-Coli test as an indicator. If our average E-Coli results stay below the average of 50 colonies per test, no further testing will be required. If that number exceeds 50 we will need to run actual Giardia test. The reason we start with E-Coli is simple economics. An E-Coli test is \$50 and a Giardia test will run us around \$1,200. Both tests are run twice a month for a one year period. Budget will be set up for this testing to cover the cost should we need to go to Giardia testing.

Both of our raw water pumps are in need of servicing. To my knowledge, very little has been done to these pumps in their 34 years of service and nothing has been done to them other than routine maintenance in my 11 years. We are preparing to pull each pump one at a time to take in for possible rebuild. Cost is unknown until the pump is torn down by the repair shop.

I have been in communication with engineers about several items in need of repair/upgrade at the WTP. While we are currently putting out a great product much of our equipment is aging and in need of repair or replacement to maintain operational readiness. More information on recommendations will be forthcoming in the next few months.

Drought Conditions: Water levels in the Shenandoah River have run below historical averages for the month. Even with the low river levels there are no concerns for drought conditions effecting the water supply at this time. However this area is now in the first stages of drought and rain is needed.

The wastewater plant is in compliance with its discharge permit for November per data received to date. We have treated a total of 7.32 MG with a daily average of 0.24 MGD and a daily max of 0.34 MG.

We continue to work on setting up an account with Capital Tristate to service our Square D equipment. The air scour blower and RAS pump are the only equipment we have not returned to service. We have received the rebuilt EQ pumps and are placing one of them into service in EQ tank #2.

We had another communication failure on the Southgate lift station. The problem turned out to be the new UPS had stuck on battery most likely from one of several power surges the station has experienced and needed to be manually reset. The SCADA for Boom Rd station is out of service and needs to be replaced. New radios and a PLC have been ordered. Installation was scheduled for today but rains have delayed the work.

The General Nutrient Discharge permit for the Chesapeake Bay water shed expires the end of December. Due to issues raised by the EPA, the new permit will not be issued until March 2017. However we have completed and filed the required registration statement which will allow us to continue discharging until the new permit is ready. At issue was the frequency of analysis of nutrients in the waste water. EPA has forced the issue and we and all treatment facilities above 50,000 gpd will now be testing twice a week, and increase from twice each month. We have been fortunate and the 24-hour sampling requirement has been relaxed to an 8-hour composite so we will be able to continue our current sampling schedule. We will be starting the

We have gone online with GE and developed a new report on membrane condition which is much easier to read and understand with less paper. It still gives the membrane conditions without the excess charts and graphs.

Attached for review is the DMR data report for the wastewater plant, a copy of the new report for the membrane performance from GE, and the water plant page 1 operations report for VDH. Please note the DMR data report is not complete as of this time.

FLAWS AND CHEMICAL DOSAGES

November 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 | 0.512 | | 0.464 | 14.8 | 51 | 11.9 | 4 | 1.0 | | | 6.7 | 1.57 | 0.070 | 0.016 | 4 | 0.8 | | | 14.0 | 3.3 | | |
| 2 | 0.389 | | 0.353 | 11.3 | 35 | 10.9 | 4 | 1.2 | | | 3.5 | 1.07 | 0.050 | 0.015 | 4.0 | 1.2 | | | 10.8 | 3.3 | | |
| 3 | 0.548 | | 0.496 | 15.8 | 56 | 12.2 | 5 | 1.1 | | | 6.6 | 1.44 | 0.090 | 0.020 | 0.0 | 0.0 | | | 15.1 | 3.3 | | |
| 4 | 0.413 | | 0.369 | 13.0 | 46 | 13.2 | 4 | 1.0 | | | 3.5 | 1.02 | 0.050 | 0.015 | 4.0 | 1.2 | | | 12.5 | 3.6 | | |
| 5 | 0.164 | | 0.156 | 5.0 | 20 | 14.8 | 2 | 1.2 | | | 3.2 | 2.36 | 0.020 | 0.015 | 0.0 | 0.0 | | | 4.8 | 3.5 | | |
| 6 | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 0.541 | | 0.493 | 15.8 | 56 | 12.4 | 5 | 1.1 | | | 3.6 | 0.81 | 0.066 | 0.015 | 4.0 | 0.9 | | | 15.1 | 3.3 | | |
| 8 | 0.541 | | 0.490 | 16.0 | 51 | 11.2 | 5 | 1.1 | | | 6.7 | 1.48 | 0.079 | 0.018 | 0.0 | 0.0 | | | 15.3 | 3.4 | | |
| 9 | 0.52 | | 0.474 | 16.0 | 56 | 12.9 | 3 | 0.7 | | | 6.7 | 1.54 | 0.062 | 0.014 | 6.0 | 1.4 | | | 15.3 | 3.5 | | |
| 10 | 0.305 | | 0.272 | 8.5 | 25 | 9.8 | 3 | 1.1 | | | 3.7 | 1.44 | 0.040 | 0.016 | 0.0 | 0.0 | | | 8.2 | 3.2 | | |
| 11 | | | | | | | | | | | | | | | | | | | | | | |
| 12 | 0.217 | | 0.191 | 6.5 | 25 | 14.0 | 2 | 0.9 | | | 3.7 | 2.04 | 0.031 | 0.017 | 0.0 | 0.0 | | | 6.0 | 3.3 | | |
| 13 | | | | | | | | | | | | | | | | | | | | | | |
| 14 | 0.54 | | 0.496 | 15.5 | 56 | 12.4 | 4 | 0.9 | | | 6.7 | 1.49 | 0.084 | 0.019 | 4.0 | 0.9 | | | 14.2 | 3.2 | | |
| 15 | 0.555 | | 0.504 | 15.8 | 51 | 11.0 | 10 | 2.1 | | | 6.7 | 1.45 | 0.082 | 0.018 | 4.0 | 0.9 | | | 14.4 | 3.1 | | |
| 16 | 0.532 | | 0.482 | 15.8 | 56 | 12.6 | 5 | 1.1 | | | 3.6 | 0.82 | 0.077 | 0.017 | 0.0 | 0.0 | | | 14.4 | 3.3 | | |
| 17 | 0.591 | | 0.533 | 17.5 | 66 | 13.4 | 6 | 1.2 | | | 6.7 | 1.35 | 0.088 | 0.018 | 3.0 | 0.6 | | | 16.0 | 3.3 | | |
| 18 | 0.539 | | 0.486 | 15.8 | 51 | 11.3 | 4 | 1.0 | | | 6.7 | 1.49 | 0.043 | 0.010 | 4.0 | 0.9 | | | 14.4 | 3.2 | | |
| 19 | 0.268 | | 0.234 | 8.0 | 30 | 13.6 | 3 | 1.3 | | | 0.3 | 0.13 | 0.039 | 0.017 | 0.0 | 0.0 | | | 7.3 | 3.3 | | |
| 20 | 0.313 | | 0.279 | 9.0 | 35 | 13.6 | 3 | 1.2 | | | 3.4 | 1.30 | 0.047 | 0.018 | 4.0 | 1.5 | | | 8.3 | 3.2 | | |
| 21 | 0.629 | | 0.574 | 18.3 | 66 | 12.6 | 6 | 1.1 | | | 6.8 | 1.30 | 0.093 | 0.018 | 3.0 | 0.6 | | | 16.7 | 3.2 | | |
| 22 | 0.274 | | 0.250 | 8.0 | 30 | 13.3 | 2 | 0.9 | | | 3.4 | 1.47 | 0.040 | 0.017 | 0.0 | 0.0 | | | 8.0 | 3.5 | | |
| 23 | 0.165 | | 0.146 | 5.0 | 15 | 11.1 | 2 | 1.7 | | | 3.2 | 2.35 | 0.022 | 0.016 | 2.0 | 1.5 | | | 5.0 | 3.6 | | |
| 24 | | | | | | | | | | | | | | | | | | | | | | |
| 25 | 0.151 | | 0.138 | 4.5 | 15 | 12.1 | 1 | 1.0 | | | 0.1 | 0.11 | 0.022 | 0.018 | 0.0 | 0.0 | | | 4.5 | 3.6 | | |
| 26 | 0.158 | | 0.143 | 4.8 | 10 | 7.7 | 1 | 0.6 | | | 3.2 | 2.45 | 0.026 | 0.020 | 0.0 | 0.0 | | | 4.8 | 3.6 | | |
| 27 | 0.174 | | 0.145 | 5.0 | 25 | 17.5 | 3 | 1.9 | | | 0.2 | 0.14 | 0.022 | 0.015 | 0.0 | 0.0 | | | 5.0 | 3.4 | | |
| 28 | 0.518 | | 0.470 | 16.0 | 61 | 14.1 | 3 | 0.7 | | | 6.7 | 1.54 | 0.079 | 0.018 | 4.0 | 0.9 | | | 15.3 | 3.5 | | |
| 29 | 0.514 | | 0.465 | 16.0 | 66 | 15.4 | 5 | 1.2 | | | 7.0 | 1.63 | 0.066 | 0.015 | 4.0 | 0.9 | | | 15.3 | 3.6 | | |
| 30 | 0.425 | | 0.370 | 15.5 | 46 | 12.9 | 3 | 0.9 | | | 3.1 | 0.87 | 0.062 | 0.017 | 0.0 | 0.0 | | | 15.5 | 4.4 | | |
| 31 | | | | | | | | | | | | | | | | | | | | | | |
| Total | 10.496 | 0.000 | 9.473 | 312.8 | 1100 | 327.6 | 98 | 29.3 | 0.0 | 0.00 | 115.8 | 34.7 | 1.45 | 0.432 | 54 | 14.2 | 0.0 | 0.00 | 296.3 | 88.68 | 0.0 | 0.00 |
| Maximum | 0.629 | 0.000 | 0.574 | 18.3 | 66 | 17.5 | 10 | 2.1 | 0.0 | 0.00 | 7.0 | 2.5 | 0.09 | 0.020 | 6 | 1.5 | 0.0 | 0.00 | 16.7 | 4.37 | 0.0 | 0.00 |
| Minimum | 0.151 | 0.000 | 0.138 | 4.5 | 10 | 7.7 | 1 | 0.6 | 0.0 | 0.00 | 0.1 | 0.1 | 0.02 | 0.010 | 0 | 0.0 | 0.0 | 0.00 | 4.5 | 3.12 | 0.0 | 0.00 |
| Average | 0.404 | 0.000 | 0.364 | 12.0 | 42 | 12.6 | 4 | 1.1 | ##### | ##### | 4.5 | 1.3 | 0.06 | 0.017 | 2 | 0.5 | ##### | #DIV/0! | 11.4 | 3.41 | ##### | ##### |

SIGNED: (OPERATOR IN RESPONSIBLE CHARGE) _____

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

PRINTED NAME David A Tyrrell

Shenandoah River - Entire Month

TITLE: OPERATOR CLASSIFICATION Class 1
DPOR CERTIFICATION NO. 1955002813

Berryville STP Monthly DMR Data

November 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 |
|------------|----------------------|--------------|-------------------|------------------|------------------|-----------------|-----------------|------------------------------|-----------------------------|--------------------------|-----------------|-----------------|---------------------|
| 11/1/2016 | 0.22 | 7.7 | 19.7 | 0.00 | 0.00 | | | 8.0 | 8.5 | | | | |
| 11/2/2016 | 0.24 | 7.6 | 19.5 | 2.00 | 1.79 | | | 9.3 | 8.8 | | | | |
| 11/3/2016 | 0.26 | 7.5 | 20.4 | 0.00 | 0.00 | | | 9.1 | 8.4 | | | | |
| 11/4/2016 | 0.26 | 7.5 | 20.3 | | | | | 9.8 | 8.5 | | | | |
| 11/5/2016 | 0.26 | 7.7 | 19.3 | | | | | 8.0 | 8.2 | | | | |
| 11/6/2016 | 0.18 | 7.6 | 19.9 | | | | | 8.3 | 8.4 | | | | |
| 11/7/2016 | 0.19 | 7.5 | 18.7 | | | | | 8.8 | 10.9 | | | | |
| 11/8/2016 | 0.24 | 7.5 | 18.3 | 0.00 | 0.00 | 0.00 | 0.00 | 9.2 | 9.3 | 2.69 | 0.64 | 0.57 | 3.33 |
| 11/9/2016 | 0.28 | 7.4 | 18.7 | 1.00 | 1.07 | | | 9.4 | 8.5 | | | | |
| 11/10/2016 | 0.25 | 7.6 | 19.4 | 2.00 | 1.87 | | | 9.1 | 9.0 | | | | |
| 11/11/2016 | 0.23 | 7.4 | 18.6 | | | | | 9.2 | 9.1 | | | | |
| 11/12/2016 | 0.23 | 7.7 | 18.8 | | | | | 9.2 | 8.2 | | | | |
| 11/13/2016 | 0.23 | 7.4 | 17.6 | | | | | 8.1 | 8.3 | | | | |
| 11/14/2016 | 0.25 | 7.4 | 17.3 | | | | | 8.6 | 8.5 | | | | |
| 11/15/2016 | 0.28 | 7.2 | 17.9 | 0.00 | 0.00 | | | 8.9 | 8.7 | | | | |
| 11/16/2016 | 0.34 | 7.5 | 18.2 | 0.00 | 0.00 | | | 8.5 | 8.6 | | | | |
| 11/17/2016 | 0.34 | 7.4 | 17.8 | 0.00 | 0.00 | | | 9.6 | 9.4 | | | | |
| 11/18/2016 | 0.28 | 7.3 | 17.8 | | | | | 9.6 | 9.2 | | | | |
| 11/19/2016 | 0.19 | 7.2 | 18.6 | | | | | 9.4 | 8.7 | | | | |
| 11/20/2016 | 0.19 | 7.3 | 17.6 | | | | | 9.0 | 7.9 | | | | |
| 11/21/2016 | 0.21 | 7.4 | 16.0 | 0.00 | 0.00 | | | 10.0 | 10.3 | 3.06 | 0.58 | 0.46 | 3.64 |
| 11/22/2016 | 0.24 | 7.4 | 15.6 | 0.00 | 0.00 | | | 10.5 | 9.3 | | | | |
| 11/23/2016 | 0.25 | 7.4 | 15.6 | 0.00 | 0.00 | | | 9.5 | 9.4 | | | | |
| 11/24/2016 | 0.26 | 7.5 | 16.8 | | | | | 9.6 | 9.2 | | | | |
| 11/25/2016 | 0.26 | 7.5 | 16.9 | | | | | 9.3 | 9.4 | | | | |
| 11/26/2016 | 0.21 | 7.6 | 17.1 | | | | | 9.9 | 9.4 | | | | |
| 11/27/2016 | 0.20 | 7.7 | 17.4 | | | | | 9.8 | 9.3 | | | | |
| 11/28/2016 | 0.25 | 7.5 | 17.2 | | | | | 9.5 | 8.4 | | | | |
| 11/29/2016 | 0.26 | 7.8 | 17.2 | | | | | 9.3 | 9.1 | | | | |
| 11/30/2016 | 0.28 | 7.7 | 0.0 | | | | | 10.2 | 9.2 | | | | |
| Minimum | 0.18 | 7.2 | 0.0 | 0.00 | 0.00 | 0.00 | 0.00 | 8.0 | 7.9 | 2.69 | 0.58 | 0.46 | 3.33 |
| Maximum | 0.34 | 7.8 | 20.4 | 2.00 | 1.87 | 0.00 | 0.00 | 10.5 | 10.9 | 3.06 | 0.64 | 0.57 | 3.64 |
| Total | 7.32 | 224.9 | 524.2 | 5.00 | 4.74 | 0.00 | 0.00 | 276.7 | 268.1 | 5.75 | 1.22 | 1.03 | 6.97 |
| Average | 0.24 | 7.5 | 17.5 | 0.42 | 0.39 | 0.00 | 0.00 | 9.2 | 8.9 | 2.88 | 0.61 | 0.51 | 3.49 |
| Geo Mean | 0.24 | 7.5 | 16.4 | 1.12 | 1.11 | 1.00 | 1.00 | 9.2 | 8.9 | 2.87 | 0.6 | 0.51 | 3.48 |

Berryville STP Monthly DMR Data

November 2016

| Date | Eff Total N KG/D | Eff Total P mg/l | Eff Total P KG/D | E-Coli No/100ml |
|------------|---------------------|---------------------|---------------------|--------------------|
| 11/1/2016 | | | | 1 |
| 11/2/2016 | | | | |
| 11/3/2016 | | | | |
| 11/4/2016 | | | | |
| 11/5/2016 | | | | |
| 11/6/2016 | | | | |
| 11/7/2016 | | | | |
| 11/8/2016 | 2.97 | 0.70 | 0.62 | 1 |
| 11/9/2016 | | | | |
| 11/10/2016 | | | | |
| 11/11/2016 | | | | |
| 11/12/2016 | | | | |
| 11/13/2016 | | | | |
| 11/14/2016 | | | | |
| 11/15/2016 | | | | 1 |
| 11/16/2016 | | | | |
| 11/17/2016 | | | | |
| 11/18/2016 | | | | |
| 11/19/2016 | | | | |
| 11/20/2016 | | | | |
| 11/21/2016 | 2.88 | 0.15 | 0.12 | 1 |
| 11/22/2016 | | | | |
| 11/23/2016 | | | | |
| 11/24/2016 | | | | |
| 11/25/2016 | | | | |
| 11/26/2016 | | | | |
| 11/27/2016 | | | | |
| 11/28/2016 | | | | |
| 11/29/2016 | | | | |
| 11/30/2016 | | | | |
| Minimum | 2.88 | 0.15 | 0.12 | 1 |
| Maximum | 2.97 | 0.70 | 0.62 | 1 |
| Total | 5.85 | 0.85 | 0.74 | 4 |
| Average | 2.93 | 0.43 | 0.37 | 1 |
| Geo Mean | 2.93 | 0.32 | 0.27 | 1 |

Berryville WWTP Monthly Membrane Operation Report

November 1 2016 - November 30 2016

UF 1 KPI Summary

| Parameter | Health | %In | Std. Dev | Points | Avg |
|--------------------------|--------|-------|----------|--------|-----------|
| FluxBeforeBP | ● | 100 % | 1.52 | 703 | 6.648 |
| PermeateTurbidityAfterBP | ● | 100 % | 0.03 | 703 | 0.114 |
| TCPermeabilityBeforeBP | ● | 100 % | 7.6 | 595 | 36.114 |
| TMPBeforeBP | ● | 100 % | 0.08 | 703 | 0.21 |
| TotalPermeateFlowDaily | | 100 % | 12052.82 | 31 | 64750.742 |

UF 2 KPI Summary

| Parameter | Health | %In | Std. Dev | Points | Avg |
|--------------------------|--------|-------|----------|--------|-----------|
| FluxBeforeBP | ● | 100 % | 1.64 | 670 | 6.509 |
| PermeateTurbidityAfterBP | ● | 100 % | 0.06 | 672 | 0.135 |
| TCPermeabilityBeforeBP | ● | 99 % | 9.28 | 610 | 31.221 |
| TMPBeforeBP | ● | 100 % | 0.11 | 672 | 0.246 |
| TotalPermeateFlowDaily | | 100 % | 11957.44 | 31 | 62678.677 |

UF 3 KPI Summary

| Parameter | Health | %In | Std. Dev | Points | Avg |
|--------------------------|--------|-------|----------|--------|-----------|
| FluxBeforeBP | ● | 100 % | 1.58 | 629 | 6.576 |
| PermeateTurbidityAfterBP | ● | 100 % | 0.03 | 646 | 0.117 |
| TCPermeabilityBeforeBP | ● | 99 % | 4.65 | 645 | 32.119 |
| TMPBeforeBP | ● | 100 % | 0.06 | 646 | 0.257 |
| TotalPermeateFlowDaily | | 100 % | 16108.1 | 30 | 60836.333 |

UF 4 KPI Summary

| Parameter | Health | %In | Std. Dev | Points | Avg |
|--------------------------|--------|-------|----------|--------|-----------|
| FluxBeforeBP | ● | 100 % | 1.5 | 738 | 6.44 |
| PermeateTurbidityAfterBP | ● | 100 % | 0.03 | 738 | 0.142 |
| TCPermeabilityBeforeBP | ● | 99 % | 9.57 | 667 | 32.039 |
| TMPBeforeBP | ● | 100 % | 0.12 | 738 | 0.227 |
| TotalPermeateFlowDaily | | 100 % | 11000.97 | 31 | 64834.323 |

| Parameter | Health | %In | Std. Dev | Points | Avg |
|------------------------|---|-------|----------|--------|------------|
| PermeateTemperature |  | 100 % | 3.42 | 2880 | 53.103 |
| TotalPermeateFlowDaily |  | 100 % | 40378.31 | 31 | 253298.355 |

UF 1 KPI Summary

| Parameter | LL | LCL | UCL | HH | Nov |
|--------------------------|----|-----|-------|------|---------|
| FluxBeforeBP | -- | -- | 12.23 | 16.3 | 6.648 |
| PermeateTurbidityAfterBP | 0 | -- | 0.9 | 1 | 0.114 |
| TCPermeabilityBeforeBP | 4 | 6 | -- | -- | 36.114 |
| TMPBeforeBP | -- | -- | 7 | 8 | 0.21 |
| TotalPermeateFlowDaily | -- | -- | -- | -- | 65314.5 |

UF 2 KPI Summary

| Parameter | LL | LCL | UCL | HH | Nov |
|--------------------------|----|-----|-------|------|-----------|
| FluxBeforeBP | -- | -- | 12.23 | 16.3 | 6.509 |
| PermeateTurbidityAfterBP | 0 | -- | 0.9 | 1 | 0.135 |
| TCPermeabilityBeforeBP | 4 | 6 | -- | -- | 31.221 |
| TMPBeforeBP | -- | -- | 7 | 8 | 0.246 |
| TotalPermeateFlowDaily | -- | -- | -- | -- | 63089.667 |

UF 3 KPI Summary

| Parameter | LL | LCL | UCL | HH | Nov |
|--------------------------|----|-----|-------|------|---------|
| FluxBeforeBP | -- | -- | 12.23 | 16.3 | 6.576 |
| PermeateTurbidityAfterBP | 0 | -- | 0.9 | 1 | 0.117 |
| TCPermeabilityBeforeBP | 4 | 6 | -- | -- | 32.119 |
| TMPBeforeBP | -- | -- | 7 | 8 | 0.257 |
| TotalPermeateFlowDaily | -- | -- | -- | -- | 61098.0 |

UF 4 KPI Summary

| Parameter | LL | LCL | UCL | HH | Nov |
|--------------------------|----|-----|-------|------|-----------|
| FluxBeforeBP | -- | -- | 12.23 | 16.3 | 6.44 |
| PermeateTurbidityAfterBP | 0 | -- | 0.9 | 1 | 0.142 |
| TCPermeabilityBeforeBP | 4 | 6 | -- | -- | 32.039 |
| TMPBeforeBP | -- | -- | 7 | 8 | 0.227 |
| TotalPermeateFlowDaily | -- | -- | -- | -- | 65153.467 |

UF Plant KPI Summary

| Parameter | LL | LCL | UCL | HH | Nov |
|---------------------|----|-----|-----|-----|--------|
| PermeateTemperature | 32 | -- | 100 | 110 | 53.103 |

Attachment 11

Report of the Department of Public Works

December 7, 2016

We experienced two sewer related problems this past month. A homeowner on Bel Voi Drive called and reported that her plumber informed her that a sewer problem at her home was being caused by a problem in the sewer main. I sent a crew out to determine what the issue was. They found that our main was blocked and causing the problem. We were able to abate the blockage with the use of the sewer jet rodder. Our second sewer issue was the pump station on the west side of Josephine Street. On Thanksgiving morning I received a call from Central Alarm stating a homeowner had called and reported the red alarm light was flashing at that pump Station. I responded and found the pump was experiencing an issue. I tried several methods to clear the blockage from the pump but to no avail. I then contacted Broy and Son Pump Service for some help on repairing the station. Broy responded and after some testing determined the pump had something lodged in the impeller and it would have to be pulled to fix the problem. Once the object was removed we returned the pump to the station and were able to restore normal operation.

During the past month Public Works has been busy with our annual leaf collection. This year's collections have been delayed due to weather conditions and staffing constraints. If the weather cooperates we should complete the leaf collection by December 16th. Our leaf vac machine is reaching nearly 800 hours of operation and in the spring we will be sending it to Old Dominion Brush in Harrisonburg Va. for servicing and maintenance.

Attachment 12

Councilman Kitselman would like to discuss that matter of who, within the Town organization, is authorized to expend town funds. This is a follow up from a discussion regarding individual council members contacting the Town's attorney and incurring fees.