

**BERRYVILLE TOWN COUNCIL  
MEETING AGENDA  
Regular Meeting  
Berryville-Clarke County Government Center  
101 Chalmers Court, Second Floor  
Main Meeting Room  
Tuesday, January 10, 2017  
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-	
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	1↓
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	2↓
Proposed amendment to the FY 2017 Budget. The specific proposed amendments are: <u>Water Fund</u> : utilization of \$70,000 from the Water Distribution Improvement Reserve for an expenditure under Water Line Improvements and <u>Sewer Fund</u> : utilization of \$90,000 from the Membrane Replacement Reserve for a new expenditure item, WWTP Membrane Pre-purchase.	3↓
5. Approval of Minutes	
December 13, 2016 Joint Meeting with CCBOS	4
December 13, 2016 Regular Meeting	5

<u>Item</u>	<u>Attachment</u>
<b>6. Citizens' Forum</b>	
<b>7. Report of Patricia Dickinson, Mayor</b>	
<b>8. Report of Harry Lee Arnold, Jr., Recorder</b> Berryville Main Street Presentation	
<b>9. Report of Christy Dunkle, Asst. Town Manager for Community Development</b> Planning Department Monthly Report	6↓
<b>10. Report of Keith Dalton, Town Manager</b> Amendment to Town Council Meeting Proceedings to change the identification information that individuals must provide when addressing Town Council	7↓
<b>11. Report of H. Allen Kitselman, III - Berryville Area Development Authority Liaison</b>	
<b>12. Report of Erecka Gibson – Chair, Budget and Finance Committee</b> Approval of Committee Meeting Minutes – 12/15/16	8
Budget Amendments	9↓
Report of Desiree Moreland, Treasurer	10
<b>13. Report of Donna McDonald – Chair, Community Improvements Committee</b>	
<b>14. Report of David Tollett- Planning Commission Liaison</b>	
<b>15. Report of David Tollett – Chair, Police and Security Committee</b> Chief of Police's Report	11
<b>16. Report of Patricia Dickinson – Chair, Streets and Utilities Committee</b> Approval of Committee Meeting Minutes – 1/3/17	12

<u>Item</u>	<u>Attachment</u>
Proposed Amendment to the Schedule of Water and Sewer Fees and Charges	13
Wastewater Treatment Plant membrane pre-purchase	14↓
Water main upgrade Treadwell Street	15↓
Public Utilities Director's Report	16
Public Works Director's Report	17

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

**18. Other**

**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 – Special Use Permit – Veterinary Hospital**  
**January 10, 2017**

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**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**

Public hearing notices were published in the Winchester Star on Tuesday, December 27, 2016 and Tuesday, January 3, 2017. Adjacent property owners were notified via first class mail on December 28, 2016. No comments were received in the Planning Department.

The Planning Commission held a public hearing on the Special Use Permit and 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.

***December 13, 2016 Staff Report***

*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:*

6. *Animal boarding is prohibited.*
7. *Hours of operation will be 8:00am to 8:00pm Monday through Friday, 9:00am to 12:00 noon Saturday.*
8. *Animal waste shall not enter the public sanitary sewer system.*
9. *Medical waste shall be disposed of per Commonwealth of Virginia regulations.*
10. *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.*

**Recommendation**

Take action at this meeting to approve the request with conditions as recommended by the Berryville Planning Commission. A motion follows this report.

**BERRYVILLE TOWN COUNCIL  
PUBLIC HEARING NOTICE**

The Berryville Town Council will hold the following public hearings at 7:30 p.m., or as soon after as these matters may be heard, on Tuesday, January 10, 2017, in the Main Meeting Room, Second Floor, of the Berryville/Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the following:

Dr. Leah Knodo, 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 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.

Copies of the applications, amendments, and maps may be examined at the Town Business Office, Berryville/Clarke County Government Center (101 Chalmers Court), First Floor, Berryville, Virginia during regular business hours. Additional information may be obtained by calling Assistant Town Manager Christy Dunkle at 540 955-4081.

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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, January 10, 2017, in the Main Meeting Room, Second Floor, of the Berryville/Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the proposed amendments to the Fiscal Year 2016-2017 Budget as follows:

Resources and Revenues	APPROVED FY 16-17	PROPOSED AMENDMENT FY 16-17
<b>GENERAL FUND</b>		
Fund Balance	\$	\$
Revenue from Local Sources	\$ 2,463,250.00	\$ 2,463,250.00
Revenue from State Sources	\$ 891,786.00	\$ 891,786.00
Revenue from Other Sources	\$ 1,000.00	\$ 1,000.00
<b>Total</b>	<b>\$ 3,356,036.00</b>	<b>\$ 3,356,036.00</b>
<b>WATER FUND</b>		
Fund Balance	\$	\$ 70,000.00
Revenue from Local Sources	\$ 862,650.00	\$ 862,650.00
Availability Fees	\$ 78,050.00	\$ 78,050.00
<b>Total</b>	<b>\$ 940,700.00</b>	<b>\$ 1,010,700.00</b>
<b>SEWER FUND</b>		
Fund Balance	\$	\$ 90,000.00
Revenue from Local Sources	\$ 1,625,100.00	\$ 1,625,100.00
Availability Fees	\$ 318,500.00	\$ 318,500.00
<b>Total</b>	<b>\$ 1,943,600.00</b>	<b>\$ 2,033,600.00</b>
<b>TOTAL RESOURCES AND REVENUES</b>	<b>\$ 6,240,336.00</b>	<b>\$ 6,400,336.00</b>
<b>Expenses and Reserves</b>		
<b>GENERAL FUND</b>		
Maintenance and Operational	\$ 2,938,791.00	\$ 2,938,791.00
Debt Service	\$ 133,627.00	\$ 133,627.00
Capital Reserves and Expenses	\$ 96,780.00	\$ 96,780.00
Contingency	\$ 186,838.00	\$ 186,838.00
<b>Total</b>	<b>\$ 3,356,036.00</b>	<b>\$ 3,356,036.00</b>
<b>WATER FUND</b>		
Maintenance and Operational	\$ 679,300.00	\$ 679,300.00
Debt Service	\$	\$
Capital Reserves and Expenses	\$ 236,800.00	\$ 306,800.00
Contingency	\$ 24,600.00	\$ 24,600.00
<b>Total</b>	<b>\$ 940,700.00</b>	<b>\$ 1,010,700.00</b>
<b>SEWER FUND</b>		
Maintenance and Operational	\$ 977,495.00	\$ 977,495.00
Debt Service	\$ 470,000.00	\$ 470,000.00
Capital Reserves and Expenses	\$ 461,855.00	\$ 551,855.00
Contingency	\$ 34,250.00	\$ 34,250.00
<b>Total</b>	<b>\$ 1,943,600.00</b>	<b>\$ 2,033,600.00</b>
<b>TOTAL EXPENSES AND RESERVES</b>	<b>\$ 6,240,336.00</b>	<b>\$ 6,400,336.00</b>

The amendment to the Water Fund provides for utilizing \$70,000 from the Water Distribution Improvement Reserve for an expenditure under Water Line Improvements. The amendment to the Sewer Fund provides for utilizing \$90,000 from the Membrane Replacement Reserve for a new expenditure item WWTP Membrane Pre-purchase.

Copies of the full proposed budget may be examined at the Berryville Business Office, Berryville Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia during regular business hours. Additional information may be obtained by calling Assistant Town Manager/Treasurer Desilee Moreland at 540-955-1099.

Any person desiring to be heard on these matters 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

Town of Berryville  
101 Chalmers Court -- Suite A  
Berryville, Virginia 22611  
Phone: (540) 955-4081 Fax: (540) 955-4524 E-mail: [planner@berryvilleva.gov](mailto: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 Knott 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(CA)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 an 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 aeriels 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**

**MOTION TO APPROVE SUP 05-16**

Date: January 10, 2017

Motion By:

Second By:

I move that the Council of the Town of Berryville approve SUP 05-16 in order to operate a veterinary hospital at 37 East Main Street, identified as Tax Map Parcel number 14A5-((A))-81A zoned C General Commercial 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.
6. **[any other conditions determined to be appropriate at the meeting]**

Aye:

Nay:

Absent:

ATTEST:

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Harry Lee Arnold, Jr., Recorder

# Attachment 2

## **BERRYVILLE TOWN COUNCIL**

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

**January 10, 2017**

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**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**

Public hearing notices were published in the Winchester Star on Tuesday, December 27, 2016 and Tuesday, January 3, 2017. Staff met with one resident who attended the December Town Council meeting who is opposed to the McDonald’s being located in Berryville and has started an online petition against this effort.

#### **General Information**

The Planning Commission initiated this text amendment and held a public hearing on the matter at their November 22, 2016 meeting. Citing industry parking standards and the significant drive-through traffic generated by such facilities, they recommended 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 retaining the requirement for three (3) queuing spaces for the drive through facility.

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 parking requirements were adopted for respective zoning ordinances in 2002. The current requirement for “restaurant, fast food” parking per Section 305.17 of the Berryville Zoning Ordinance is 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. The three spaces identified for queuing for the drive-through shall remain from the original requirement. Please note this request does not affect parking regulations for restaurants without drive-through facilities.

Research of trade associations representing fast food businesses reflect high drive through usage. 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 Berryville Area Development Authority held a public hearing on a Site Plan for a McDonald's restaurant on Wednesday, January 4, 2017. A discussion about the parking requirements occurred at the BADA meeting. Members agreed that less parking was favorable due to less impervious surface run-off and therefore less environmental impact. They have continued the public hearing to their January 25, 2017 meeting in order to review building elevations, receive final comments from reviewing agencies, and to await Council's decision for this text amendment.

#### ***December 13, 2016 Staff Report***

*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.*

#### **Recommendation**

Approve the text amendment at this meeting as recommended by the Planning Commission. A motion and ordinance follow this report.

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

- 305.16 Off Street Parking Space Requirements – Funeral Home, Mortuary (7/02)  
 Funeral Home, Mortuary 1 for each 4 seats in chapels or parlors with fixed seats, or 1 for each 4 people based on Building Code design capacity of assembly rooms without fixed seats
- 305.17 Off-Street Parking Space Requirements – Eating Establishments (7/02)  
 Restaurant, Nightclub, or similar 1 for each 100 square feet of floor area or 1 for each 4 people based on Building Code design capacity  
 Restaurant, Fast-food ~~1 for each 60 square feet~~ **1.0 per 100 square feet gross floor area, plus one additional for every four outside seats,** plus 3 queuing spaces for drive-up window
- 305.18 Off-Street Parking Space Requirements – Office Uses (7/02)  
 Business, General, and Governmental Buildings, Professional Office Buildings, not including Medical Offices 1 for each 300 square feet of floor area
- 305.19 Off-Street Parking Space Requirements – Industrial or Storage Establishments (7/02)  
 Industrial Uses, Laboratories 1 for each employee on the maximum working shift, plus space to accommodate all trucks and other vehicles used in connection therewith  
 Laundries, etc. 1 for each employee  
 Mini-storage (rental of storage units of less than 5,000 square feet each) 1 for each employee
- 305.20 Off-Street Parking Space Requirements – Business Uses (7/02)  
 Retail space for less than 10,000 square feet per parcel area 1 for each 200 square feet of floor area  
 Retail space of more than 10,000 square feet per parcel area 1 for each 250 square feet of floor area (unless otherwise specified)  
 Furniture, Hardware, Home Furnishings and other similar establishments 1 for each 400 square feet of floor area  
 Convenience Store 2 standing spaces for each gasoline pump plus 1 for each 150 square feet of floor area  
 Vehicle Repair 2 for each repair bay, plus 1 for service vehicle, plus 1 per employee

**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)

Direction of Parking	Stall Width	Depth of Stalls	Aisle Width
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)

Parking Angle	Stall Width	Depth of Stalls Perpendicular to Aisle	One-way Aisle	Two-way Aisle
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.

AN ORDINANCE AMENDING  
ARTICLE III, SECTION 305 OF THE  
TOWN OF BERRYVILLE ZONING ORDINANCE

BE IT ORDAINED, by the Council of the Town of Berryville, that Article III, Supplementary Regulations, Section 305 Minimum Off-Street Parking, of the Town of Berryville Zoning Ordinance shall be amended as follows:

**ARTICLE III – SUPPLEMENTARY REGULATIONS**

**SECTION 305 Minimum Off-Street Parking**

**614.5 MAXIMUM DENSITY**

Restaurant, Fast-food

~~1 for each 60-100 square feet,~~  
**1.0 per 100 square feet gross floor area,**  
**plus one additional for every four**  
**outside seats** plus 3 queuing spaces for  
drive-up window

SIGNED: \_\_\_\_\_  
Patricia Dickinson, Mayor

ATTEST: \_\_\_\_\_  
Harry Lee Arnold, Jr., Recorder

BERRYVILLE TOWN COUNCIL  
MOTION TO ADOPT A TEXT AMENDMENT TO  
ARTICLE III SECTION 305 OF THE BERRYVILLE ZONING ORDINANCE

Date: January 10, 2017

Motion By:

Second By:

I move that the Council of the Town of Berryville adopt the attached ordinance amending Article III Supplementary Regulations, Section 305.17 of the Berryville Zoning Ordinance in order to modify parking requirements for “restaurant, fast-food” to require one (1) parking space per 100 square feet of gross floor area, plus one (1) additional space for every four (4) outside seats and retaining the requirement for three (3) queuing spaces for a drive up window.

VOTE:

Aye:

Nay:

Absent:

Attest: \_\_\_\_\_  
Harry Lee Arnold, Jr., Recorder

# Attachment 3

Proposed amendment to the FY 2017 Budget

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The proposed amendments would affect the water and sewer funds. The proposed amendments would:

Water Fund: It is proposed that \$70,000 from the Water Distribution Improvement Reserve be used to complete a water main project on Treadwell Street. At present the reserve stands at \$357,825.

Sewer Fund: It is proposed that \$90,000 from the Membrane Replacement Reserve be used to make the first payment in a membrane pre-purchase arrangement. At present the reserve stands at \$100,000, will have \$50,000 added in this budget year, and will receive \$470,000 upon release of ½ of the WWTP debt service reserve.

The public hearing for proposed budget amendments was advertised for the 10 January meeting of the Town Council.

Attached are:

- Public Hearing Notice
- Motion to Adopt Resolution
- Resolution to Amend FY 2016-2017 Budget
- Amended FY 2016-2017 Budget

**BERRYVILLE TOWN COUNCIL  
PUBLIC HEARING NOTICE**

The Berryville Town Council will hold the following public hearings at 7:30 p.m., or as soon after as these matters may be heard, on **Tuesday, January 10, 2017**, in the Main Meeting Room, Second Floor, of the Berryville/Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the following:

**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 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**

Copies of the applications, amendments, and maps may be examined at the Town Business Office, Berryville/Clarke County Government Center (101 Chalmers Court), First Floor, Berryville, Virginia during regular business hours. Additional information may be obtained by calling Assistant Town Manager Christy Dunkle at 540 955-4081.

+ + + + + + + + +

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, January 10, 2017**, in the Main Meeting Room, Second Floor, of the Berryville/Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the proposed amendments to the Fiscal Year 2016-2017 Budget as follows:

<u>Resources and Revenues</u>	<b>APPROVED FY 16-17</b>	<b>PROPOSED AMENDMENT FY 16-17</b>
<b>GENERAL FUND</b>		
Fund Balance	\$ -	\$ -
Revenue from Local Sources	\$ 2,463,250.00	\$ 2,463,250.00
Revenue from State Sources	\$ 891,786.00	\$ 891,786.00
Revenue from Other Sources	\$ 1,000.00	\$ 1,000.00
<b>Total</b>	<b>\$ 3,356,036.00</b>	<b>\$ 3,356,036.00</b>
<b>WATER FUND</b>		
Fund Balance	\$ -	\$ 70,000.00
Revenue from Local Sources	\$ 862,650.00	\$ 862,650.00
Availability Fees	\$ 78,050.00	\$ 78,050.00
<b>Total</b>	<b>\$ 940,700.00</b>	<b>\$ 1,010,700.00</b>
<b>SEWER FUND</b>		
Fund Balance	\$ -	\$ 90,000.00

Revenue from Local Sources	\$	1,625,100.00	\$	1,625,100.00
Availability Fees	\$	318,500.00	\$	318,500.00
<b>Total</b>	<b>\$</b>	<b>1,943,600.00</b>	<b>\$</b>	<b>2,033,600.00</b>

<b>TOTAL RESOURCES AND REVENUES</b>	<b>\$</b>	<b>6,240,336.00</b>	<b>\$</b>	<b>6,400,336.00</b>
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**Expenses and Reserves**

**GENERAL FUND**

Maintenance and Operational	\$	2,938,791.00	\$	2,938,791.00
Debt Service	\$	133,627.00	\$	133,627.00
Capital Reserves and Expenses	\$	96,780.00	\$	96,780.00
Contingency	\$	186,838.00	\$	186,838.00
<b>Total</b>	<b>\$</b>	<b>3,356,036.00</b>	<b>\$</b>	<b>3,356,036.00</b>

**WATER FUND**

Maintenance and Operational	\$	679,300.00	\$	679,300.00
Debt Service	\$	-	\$	-
Capital Reserves and Expenses	\$	236,800.00	\$	306,800.00
Contingency	\$	24,600.00	\$	24,600.00
<b>Total</b>	<b>\$</b>	<b>940,700.00</b>	<b>\$</b>	<b>1,010,700.00</b>

**SEWER FUND**

Maintenance and Operational	\$	977,495.00	\$	977,495.00
Debt Service	\$	470,000.00	\$	470,000.00
Capital Reserves and Expenses	\$	461,855.00	\$	551,855.00
Contingency	\$	34,250.00	\$	34,250.00
<b>Total</b>	<b>\$</b>	<b>1,943,600.00</b>	<b>\$</b>	<b>2,033,600.00</b>

<b>TOTAL EXPENSES AND RESERVES</b>	<b>\$</b>	<b>6,240,336.00</b>	<b>\$</b>	<b>6,400,336.00</b>
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The amendment to the Water Fund provides for utilizing \$70,000 from the Water Distribution Improvement Reserve for an expenditure under Water Line Improvements. The amendment to the Sewer Fund provides for utilizing \$90,000 from the Membrane Replacement Reserve for a new expenditure item WWTP Membrane Pre-purchase.

Copies of the full proposed budget may be examined at the Berryville Business Office, Berryville Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia during regular business hours. Additional information may be obtained by calling Assistant Town Manager/Treasurer Desiree Moreland at 540-955-1099.

Any person desiring to be heard on these matters 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

Town Council  
MOTION TO ADOPT RESOLUTION  
TO AMEND FY 2016-2017 BUDGET

Date: January 10, 2017

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

I hereby move that the Council of the Town of Berryville adopt the attached Resolution to Amend the FY 2016-2017 Budget.

VOTE:

Aye:

Nay:

Absent:

ATTEST: \_\_\_\_\_  
Harry L. Arnold, Jr., Recorder

## RESOLUTION TO AMEND FY 2016-2017 BUDGET

WHEREAS, THE Town of Berryville FY 2016-2017 Budget was approved and appropriated on the fourteenth day of June, 2016, and

WHEREAS, THE Public Hearing on said budget was held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Council of the Town of Berryville, that the following amendments to the approved budget for FY 2016-2017 be made:

	<u>From</u>	<u>To</u>
WATER FUND REVENUES		
501-3000000-0000 Fund Balance	.00	70,000.00
WATER FUND EXPENSES		
Capital Outlay		
501-4094200-8361 Water Line Upgrades	75,000.00	145,000.00
SEWER FUND REVENUES		
502-3000000-0000 Fund Balance	.00	90,000.00
WATER FUND EXPENSES		
Capital Outlay		
502-4094200-8545 Membrane Pre-purchase	.00	90,000.00

**FY 16-17 BUDGET REVENUES**

Account Number	Account Description	Prior Year Budget 2014-2015	Prior Year Budget 2015-2016	APPROVED 2016-2017	PROPOSED AMENDED 2016-2017
<b>GENERAL FUND</b>					
<b>FUND BALANCE</b>					
100-3000000-0000	FUND BALANCE FORWARD	\$ 386,940.00	\$ -		
	<b>TOTAL FUND BALANCE</b>	\$ 386,940.00	\$ -		
<b>REVENUE FROM LOCAL SOURCES</b>					
100-3110101-0000	CURRENT REAL ESTATE TAXES	\$ 660,000.00	\$ 881,500.00	\$ 885,000.00	\$ 885,000.00
100-3110102-0000	DEL REAL ESTATE TAXES	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
100-3110201-0000	UTILITY REAL ESTATE TAXES	\$ 7,000.00	\$ 7,000.00	\$ 11,200.00	\$ 11,200.00
100-3110301-0000	CURRENT PERS PROP TAXES	\$ 170,000.00	\$ 216,000.00	\$ 230,000.00	\$ 230,000.00
100-3110302-0000	DEL PERS PROP TAXES	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
100-3110401-0000	MACHINERY & TOOLS	\$ 163,000.00	\$ 160,000.00	\$ 207,000.00	\$ 207,000.00
100-3110601-0000	TAX PENALTIES	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
100-3110602-0000	TAX INTEREST	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
	<b>TOTAL REV FROM LOCAL SOURCES</b>	\$ 1,010,000.00	\$ 1,274,500.00	\$ 1,346,700.00	\$ 1,346,700.00
<b>OTHER LOCAL TAXES</b>					
100-3120101-0000	LOCAL SALES TAX	\$ 160,000.00	\$ 175,000.00	\$ 190,000.00	\$ 190,000.00
100-3120201-0000	CONSUMER UTILITY TAX	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
100-3120300-0000	BUSINESS LICENSE	\$ 185,000.00	\$ 185,000.00	\$ 185,000.00	\$ 185,000.00
100-3120402-0000	REC FRANCHISE FEES	\$ 25,000.00	\$ 27,000.00	\$ 35,000.00	\$ 35,000.00
100-3120501-0000	AUTO LICENSE	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
100-3120601-0000	BANK FRANCHISE TAXES	\$ 110,000.00	\$ 140,000.00	\$ 145,000.00	\$ 145,000.00
100-3120801-0000	CIGARETTE TAX (10¢)	\$ -	\$ 1,300.00	\$ 42,500.00	\$ 42,500.00
100-3121001-0000	LODGING TAX (2%)	\$ -	\$ 17,500.00	\$ 9,000.00	\$ 9,000.00
100-3121101-0000	MEALS TAX (4%)	\$ 192,000.00	\$ 185,000.00	\$ 190,000.00	\$ 190,000.00
	<b>TOTAL OTHER LOCAL TAXES</b>	\$ 852,000.00	\$ 910,800.00	\$ 976,500.00	\$ 976,500.00
<b>PERMITS, FEES &amp; LICENSES</b>					
100-3130304-0000	LAND USE APPLICATION FEES	\$ 1,000.00	\$ 1,500.00	\$ 500.00	\$ 500.00
100-3130307-0000	ZONING & SUBDIVISION FEES	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	<b>TOTAL PERMITS, FEES &amp; LICENSES</b>	\$ 11,000.00	\$ 11,500.00	\$ 10,500.00	\$ 10,500.00
<b>FINES &amp; FORFEITURES</b>					
100-3140101-0000	COURT FINES	\$ 20,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
100-3140102-0000	PARKING METER FINES	\$ 2,750.00	\$ 2,000.00	\$ 3,300.00	\$ 3,300.00
	<b>TOTAL FINES &amp; FORFEITURES</b>	\$ 22,750.00	\$ 32,000.00	\$ 28,300.00	\$ 28,300.00
<b>REVENUE FROM MONEY OR PROP</b>					
100-3150101-0000	INTEREST ON DEPOSITS	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
100-3150201-0000	RENTAL OF PROPERTY	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
100-3150205-0000	WATER TANK SITE LEASE	\$ 63,600.00	\$ 64,500.00	\$ 66,250.00	\$ 66,250.00
	<b>TOTAL FROM MONEY OR PROP</b>	\$ 82,600.00	\$ 82,500.00	\$ 84,250.00	\$ 84,250.00
<b>CHARGES FOR SERVICES</b>					
100-3160703-0000	PARKING METERS	\$ 8,000.00	\$ 8,000.00	\$ 11,000.00	\$ 11,000.00
100-3161502-0000	SALE OF PUBLICATIONS	\$ 100.00	\$ 100.00	\$ -	\$ -
	<b>TOTAL CHARGES FOR SERVICES</b>	\$ 8,100.00	\$ 8,100.00	\$ 11,000.00	\$ 11,000.00
<b>MISCELLANEOUS REVENUES</b>					
100-3189905-0000	SALE OF SURPLUS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	<b>TOTAL MISC REVENUES</b>	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
<b>RECOVERED COSTS</b>					
100-3190203-0000	REIMBURSABLE FEES	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	<b>TOTAL RECOVERED COSTS</b>	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
<b>TOTAL LOCAL REVENUES</b>		\$ 2,379,390.00	\$ 2,325,400.00	\$ 2,463,250.00	\$ 2,463,250.00

REVENUE FROM THE COMMONWEALTH						
<b>NON-CATEGORICAL AID</b>						
100-3220107-0000	ROLLING STOCK TAX	\$	2,000.00	\$	2,000.00	\$ 2,000.00
100-3220109-0000	PPTRA	\$	209,917.00	\$	209,917.00	\$ 209,917.00
100-3220201-0000	COMMUNICATION TAX	\$	90,000.00	\$	90,000.00	\$ 90,000.00
	<b>TOTAL NON-CATEGORICAL AID</b>	\$	<b>301,917.00</b>	\$	<b>301,917.00</b>	\$ <b>301,917.00</b>
<b>CATEGORICAL AID</b>						
100-3240103-0000	599 LAW ENFORCEMENT GRANT	\$	74,052.00	\$	74,052.00	\$ 74,052.00
100-3240103-0000	LE BLOCK GRANT	\$	-	\$	-	\$ 10,000.00
100-3240201-0000	FIRE FUND PROGRAM	\$	11,187.00	\$	14,000.00	\$ 14,000.00
100-3240300-0000	VDOT LANE MILE ALLOWANCE	\$	431,812.00	\$	431,812.00	\$ 474,787.00
100-3240301-0000	VDOT ROAD MAINTENANCE	\$	10,000.00	\$	10,000.00	\$ 10,000.00
100-3240302-0000	LITTER CONTROL GRANT	\$	2,000.00	\$	2,000.00	\$ 2,000.00
100-3240311-0000	ST EMERGENCY R&R	\$	-	\$	-	\$ -
100-3240312-0000	VA COMMISSION FOR THE ARTS	\$	5,000.00	\$	5,000.00	\$ 5,000.00
100-3240710-0000	DMV ANIMAL FRIENDLY PLATES			\$	30.00	\$ 30.00
	<b>TOTAL CATEGORICAL AID</b>	\$	<b>534,051.00</b>	\$	<b>536,864.00</b>	\$ <b>589,869.00</b>
<b>TOTAL FROM THE COMMONWEALTH</b>						
		\$	<b>835,968.00</b>	\$	<b>838,781.00</b>	\$ <b>891,786.00</b>

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

REVENUE FROM OTHER SOURCES						
<b>NON-REVENUE RECEIPTS</b>						
100-3410201-0000	MISCELLANEOUS REVENUES	\$	1,000.00	\$	1,000.00	\$ 1,000.00
	<b>TOTAL FROM OTHER SOURCES</b>	\$	<b>1,000.00</b>	\$	<b>1,000.00</b>	\$ <b>1,000.00</b>
<b>TOTAL FROM OTHER SOURCES</b>						
		\$	<b>1,000.00</b>	\$	<b>1,000.00</b>	\$ <b>1,000.00</b>
<b>TOTAL GENERAL FUND REVENUES</b>						
		\$	<b>3,216,358.00</b>	\$	<b>3,165,181.00</b>	\$ <b>3,356,036.00</b>

WATER FUND						
<b>FUND BALANCE</b>						
501-3000000-0000	FUND BALANCE	\$	-	\$	-	\$ 70,000.00
	<b>TOTAL FUND BALANCE</b>	\$	<b>-</b>	\$	<b>-</b>	\$ <b>70,000.00</b>
<b>REVENUE FROM MONEY OR PROP</b>						
501-3150102-0000	INTEREST ON INVESTMENTS	\$	5,000.00	\$	3,000.00	\$ 3,000.00
	<b>TOTAL FROM USE OF MONEY OR PROP</b>	\$	<b>5,000.00</b>	\$	<b>3,000.00</b>	\$ <b>3,000.00</b>
<b>CHARGES FOR SERVICES</b>						
501-3160110-0000	TREATMENT FEES	\$	754,000.00	\$	800,900.00	\$ 825,000.00
501-3160111-0000	DELINQUENT ACCT PENALTIES	\$	30,000.00	\$	30,000.00	\$ 30,000.00
501-3160112-0000	SECURITY DEPOSITS	\$	100.00	\$	100.00	\$ 100.00
501-3160113-0000	AVAILABILITY CHARGES	\$	26,250.00	\$	52,500.00	\$ 78,050.00
501-3160114-0000	CONNECTION CHARGES	\$	-	\$	-	\$ -
501-3160115-0000	METER FEES	\$	1,625.00	\$	3,250.00	\$ 4,550.00
	<b>TOTAL CHARGES FOR SERVICES</b>	\$	<b>811,975.00</b>	\$	<b>886,750.00</b>	\$ <b>937,700.00</b>

<b>TOTAL WATER FUND</b>	\$	816,975.00	\$	889,750.00	\$	940,700.00	\$	1,010,700.00
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<b>SEWER FUND</b>								
<b>FUND BALANCE</b>								
502-3000000-0000	FUND BALANCE	\$	-	\$	-	\$	-	\$ 90,000.00
<b>TOTAL FUND BALANCE</b>		\$	-	\$	-	\$	-	\$ 90,000.00
<b>REVENUE FROM MONEY OR PROP</b>								
502-3150101-0000	INTEREST INCOME	\$	8,000.00	\$	5,000.00	\$	5,000.00	\$ 5,000.00
<b>TOTAL REVENUE FROM MONEY OR PROP</b>		\$	8,000.00	\$	5,000.00	\$	5,000.00	\$ 5,000.00
<b>CHARGES FOR SERVICES</b>								
502-3160110-0000	TREATMENT FEES	\$	1,486,000.00	\$	1,570,000.00	\$	1,620,000.00	\$ 1,620,000.00
502-3160112-0000	SECURITY DEPOSITS	\$	100.00	\$	100.00	\$	100.00	\$ 100.00
502-3160113-0000	AVAILABILITY CHARGES	\$	113,750.00	\$	227,500.00	\$	318,500.00	\$ 318,500.00
<b>TOTAL CHARGES FOR SERVICES</b>		\$	1,599,850.00	\$	1,797,600.00	\$	1,938,600.00	\$ 1,938,600.00

<b>REVENUE FROM OTHER SOURCES</b>								
<b>NON-REVENUE RECEIPTS</b>								
502-3410401-0000	VRA LOAN	\$	-	\$	-	\$	-	\$ -
502-3410402-0000	WQIF Grant	\$	-	\$	-	\$	-	\$ -
<b>TOTAL NON-REVENUE RECEIPTS</b>		\$	-	\$	-	\$	-	\$ -

<b>TOTAL FROM OTHER SOURCES</b>	\$	-	\$	-	\$	-	\$	-
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<b>TOTAL SEWER FUND</b>	\$	1,607,850.00	\$	1,802,600.00	\$	1,943,600.00	\$	2,033,600.00
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<b>TOTAL REVENUES ALL FUNDS</b>	\$	5,641,183.00	\$	5,857,531.00	\$	6,240,336.00	\$	6,400,336.00
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**FY 16-17 BUDGET EXPENSES**

Account Number	Account Description	Prior Year Budget 2014-2015	Prior Year Budget 2015-2016	APPROVED 2016-2017	APPROVED 2016-2017
<b>GENERAL FUND</b>					
<b>TOWN COUNCIL</b>					
100-4011100-1111	EXPENSE COMPENSATION	\$ 18,900.00	\$ 18,900.00	\$ 18,900.00	\$ 18,900.00
100-4011100-5540	TRAINING	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
100-4011100-5699	LOCAL CONTRIBUTIONS	\$ -	\$ -	\$ -	\$ -
100-4011100-5800	MISCELLANEOUS	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
100-4011100-5810	Dues	\$ 2,300.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
100-4011100-6017	TOWN CODE SUPPLEMENTS	\$ 2,250.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
100-4011100-6018	STATE CODE SUPPLEMENTS	\$ -	\$ -	\$ -	\$ -
<b>TOTAL TOWN COUNCIL</b>		\$ 25,950.00	\$ 25,900.00	\$ 25,900.00	\$ 25,900.00
<b>TOWN CLERK</b>					
100-4011200-1114	SALARIES/WAGES/TNCLK	\$ 44,290.00	\$ 36,800.00	\$ 40,300.00	\$ 40,300.00
100-4011200-2100	MATCHING FICA EXPENSE (7.65 %)			\$ 3,080.00	\$ 3,080.00
100-4011200-5540	EDUCATION/TRAINING	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
100-4011200-5810	DUES	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
<b>TOTAL TOWN CLERK</b>		\$ 44,990.00	\$ 38,000.00	\$ 44,580.00	\$ 44,580.00
<b>TOWN MANAGER</b>					
100-4012110-1112	COMPENSATION	\$ 124,800.00	\$ 129,000.00	\$ 129,000.00	\$ 129,000.00
100-4012110-2100	MATCHING FICA EXPENSE (7.65 %)			\$ 9,850.00	\$ 9,850.00
100-4012110-5230	TELECOMMUNICATIONS		\$ 600.00	\$ 600.00	\$ 600.00
100-4012110-5510	MILEAGE	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
100-4012110-5540	TRAINING	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
100-4012110-5810	DUES	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00

	<b>TOTAL TOWN MANAGER</b>	\$	126,250.00	\$	131,050.00	\$	140,900.00	\$	140,900.00
	<b>LEGAL SERVICES</b>								
100-4012210-3150	PROFESSIONAL SERVICES	\$	30,000.00	\$	30,000.00	\$	20,000.00	\$	20,000.00
	<b>TOTAL LEGAL SERVICES</b>	\$	30,000.00	\$	30,000.00	\$	20,000.00	\$	20,000.00
	<b>PERSONNEL</b>								
100-4012220-2100	SOCIAL SECURITY	\$	71,300.00	\$	69,940.00	\$	-	\$	-
100-4012220-2210	VRS	\$	80,210.00	\$	102,200.00	\$	116,350.00	\$	116,350.00
100-4012220-2220	VMLIP - STD	\$	580.00	\$	560.00	\$	570.00	\$	570.00
100-4012220-2230	VMLIP - LTD	\$	5,100.00	\$	4,905.00	\$	5,145.00	\$	5,145.00
100-4012220-2250	Line of Duty Act	\$	3,000.00	\$	3,550.00	\$	3,750.00	\$	3,750.00
100-4012220-2300	HEALTH INSURANCE	\$	133,000.00	\$	140,635.00	\$	154,650.00	\$	154,650.00
100-4012220-2400	LIFE INSURANCE	\$	12,300.00	\$	10,785.00	\$	11,320.00	\$	11,320.00
100-4012220-2600	UNEMPLOYMENT INSURANCE	\$	800.00	\$	675.00	\$	270.00	\$	270.00
100-4012220-2700	WORKER'S COMPENSATION	\$	30,000.00	\$	24,000.00	\$	21,750.00	\$	21,750.00
100-4012220-3110	RANDOM DRUG SCREENING	\$	450.00	\$	500.00	\$	750.00	\$	750.00
	<b>TOTAL PERSONNEL</b>	\$	336,740.00	\$	357,750.00	\$	314,555.00	\$	314,555.00
	<b>INDEPENDENT AUDITOR</b>								
100-4012240-3120	CONTRACTUAL SERVICES	\$	15,100.00	\$	15,300.00	\$	16,000.00	\$	16,000.00
	<b>TOTAL INDEPENDENT AUDITOR</b>	\$	15,100.00	\$	15,300.00	\$	16,000.00	\$	16,000.00
	<b>TOWN TREASURER</b>								
100-4012410-1113	COMPENSATION	\$	89,600.00	\$	90,800.00	\$	92,800.00	\$	92,800.00
100-4012410-2100	MATCHING FICA EXPENSE (7.65 %)			\$	7,000.00	\$	7,000.00	\$	7,000.00
100-4012410-3130	PROFESSIONAL SER/TAX CONV	\$	-	\$	2,000.00	\$	2,000.00	\$	2,000.00
100-4012410-3150	PROFESSIONAL SER/VEC	\$	950.00	\$	100.00	\$	100.00	\$	100.00
100-4012410-5306	SURETY BONDS	\$	300.00	\$	300.00	\$	300.00	\$	300.00
100-4012410-5540	TRAINING	\$	1,000.00	\$	1,500.00	\$	1,500.00	\$	1,500.00
100-4012410-5810	DUES	\$	150.00	\$	300.00	\$	300.00	\$	300.00
100-4012410-6015	AUTO DECALS			\$	250.00	\$	250.00	\$	250.00
	<b>TOTAL TOWN TREASURER</b>	\$	92,000.00	\$	95,000.00	\$	104,250.00	\$	104,250.00
	<b>FINANCE/ACCOUNTING</b>								
100-4012430-1113	COMPENSATION	\$	56,220.00	\$	58,600.00	\$	64,400.00	\$	64,400.00
100-4012430-2100	MATCHING FICA EXPENSE (7.65 %)			\$	4,900.00	\$	4,900.00	\$	4,900.00
100-4012430-5540	TRAINING	\$	400.00	\$	200.00	\$	500.00	\$	500.00
	<b>TOTAL FINANCE/ACCOUNTING</b>	\$	56,620.00	\$	58,800.00	\$	69,800.00	\$	69,800.00
	<b>CENTRAL ADM/PURCHASING</b>								
100-4012530-3320	MAINTENANCE CONTRACTS	\$	34,525.00	\$	22,350.00	\$	25,000.00	\$	25,000.00
100-4012530-3400	WEB SITE	\$	2,000.00	\$	5,135.00	\$	5,000.00	\$	5,000.00
100-4012530-3501	NEWSLETTER	\$	1,500.00	\$	1,000.00	\$	250.00	\$	250.00
100-4012530-3600	ADVERTISING	\$	7,000.00	\$	7,000.00	\$	7,000.00	\$	7,000.00
100-4012530-5210	POSTAGE	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00
100-4012530-5230	TELECOMMUNICATIONS	\$	2,100.00	\$	1,200.00	\$	400.00	\$	400.00
100-4012530-5415	COPIER LEASE			\$	3,000.00	\$	3,000.00	\$	3,000.00
100-4012530-5540	TRAINING	\$	750.00	\$	1,500.00	\$	1,500.00	\$	1,500.00
100-4012530-5810	DUES	\$	500.00	\$	500.00	\$	500.00	\$	500.00
100-4012530-6001	OFFICE SUPPLIES	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00
	<b>TOTAL CENTRAL ADM/PURCHASING</b>	\$	67,375.00	\$	60,685.00	\$	61,650.00	\$	61,650.00
	<b>RISK MANAGEMENT</b>								
100-4012550-5304	BLANKET EXCESS LIABILITY	\$	13,500.00	\$	13,200.00	\$	11,000.00	\$	11,000.00
100-4012550-5305	AUTOMOBILE INSURANCE	\$	9,000.00	\$	9,300.00	\$	9,000.00	\$	9,000.00
100-4012550-5307	VARISK-2	\$	0	\$	-	\$	-	\$	-
100-4012550-5308	SEMI-MULTI PERIL INS	\$	11,500.00	\$	26,500.00	\$	29,150.00	\$	29,150.00
100-4012550-5800	INSURANCE DEDUCTABLES	\$	3,000.00	\$	3,000.00	\$	3,000.00	\$	3,000.00
	<b>TOTAL RISK MANAGEMENT</b>	\$	37,000.00	\$	52,000.00	\$	52,150.00	\$	52,150.00
	<b>ENGINEERING SERVICES</b>								
100-4012600-3140	ENGINEERING SERVICES	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
	<b>TOTAL ENGINEERING SERVICES</b>	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00

	<b>ELECTIONS</b>						
100-4013100-1125	ELECTION OFFICIALS	\$	500.00	\$	500.00	\$	500.00
100-4013100-6001	OFFICE SUPPLIES	\$	1,000.00	\$	1,000.00	\$	1,000.00
	<b>TOTAL ELECTIONS</b>	\$	1,500.00	\$	1,500.00	\$	1,500.00
	<b>PUBLIC DEFENDER FEES</b>						
100-4021500-3150	PUBLIC DEFENDER FEES	\$	2,000.00	\$	2,000.00	\$	2,000.00
	<b>TOTAL PUBLIC DEFENDER FEES</b>	\$	2,000.00	\$	2,000.00	\$	2,000.00
	<b>POLICE DEPARTMENT</b>						
100-4031100-1139	COMPENSATION	\$	500,000.00	\$	479,600.00	\$	534,600.00
100-4031100-2100	MATCHING FICA EXPENSE (7.65 %)					\$	40,900.00
100-4031100-3110	MEDICAL EXAMINATIONS	\$	500.00	\$	500.00	\$	500.00
100-4031100-3115	PRE EMPLOYMENT DRUG SCREEN	\$	500.00	\$	1,000.00	\$	1,000.00
100-4031100-3190	INTERPRETER	\$	400.00	\$	400.00	\$	400.00
100-4031100-3310	REPAIR & MAINTENANCE	\$	9,875.00	\$	12,000.00	\$	14,000.00
100-4031100-3320	MAINTENANCE CONTRACTS	\$	8,088.00	\$	7,500.00	\$	9,850.00
100-4031100-4082	WILDLIFE MANAGEMENT	\$	1,000.00	\$	1,000.00	\$	1,000.00
100-4031100-5210	POSTAGE	\$	275.00	\$	250.00	\$	250.00
100-4031100-5230	TELECOMMUNICATIONS	\$	1,550.00	\$	4,044.00	\$	4,044.00
100-4031100-5415	COPIER LEASE			\$	3,000.00	\$	3,000.00
100-4031100-5540	TRAINING	\$	8,000.00	\$	9,500.00	\$	9,500.00
100-4031100-5810	DUES	\$	3,045.00	\$	2,050.00	\$	700.00
100-4031100-5815	COMMUNITY RELATIONS	\$	700.00	\$	900.00	\$	1,200.00
100-4031100-6001	OFFICE SUPPLIES	\$	1,850.00	\$	1,850.00	\$	2,350.00
100-4031100-6008	GASOLINE & OIL	\$	24,288.00	\$	20,000.00	\$	14,000.00
100-4031100-6010	POLICE SUPPLIES	\$	8,000.00	\$	12,300.00	\$	13,500.00
100-4031100-6011	UNIFORMS	\$	3,000.00	\$	4,000.00	\$	4,000.00
	<b>TOTAL POLICE DEPARTMENT</b>	\$	571,071.00	\$	559,894.00	\$	654,794.00
	<b>TRAFFIC CONTROL</b>						
100-4031300-5699	COUNTY CONT/CROSSING GD	\$	2,500.00	\$	2,500.00	\$	2,500.00
	<b>TOTAL TRAFFIC CONTROL</b>	\$	2,500.00	\$	2,500.00	\$	2,500.00
	<b>EMERGENCY SERVICES</b>						
100-4031400-5699	CONTRIBUTION/CC CENT ALRM	\$	2,000.00	\$	2,000.00	\$	2,000.00
	<b>TOTAL EMERGENCY SERVICES</b>	\$	2,000.00	\$	2,000.00	\$	2,000.00
	<b>VOLUNTEER FIRE DEPARTMENT</b>						
100-4032200-5699	CONTRIBUTION/JHEVFD	\$	25,000.00	\$	25,000.00	\$	25,000.00
100-4032200-5707	FIRE FUND PROGRAM	\$	11,187.00	\$	14,000.00	\$	14,000.00
	<b>TOTAL VOLUNTEER FIRE DEPT</b>	\$	36,187.00	\$	39,000.00	\$	39,000.00
	<b>RESCUE SERVICES</b>						
100-4032300-5699	PROFESSIONAL SER EMT	\$	67,920.00	\$	67,920.00	\$	50,000.00
	<b>TOTAL RESCUE SERVICES</b>	\$	67,920.00	\$	67,920.00	\$	50,000.00
	<b>CORRECTION &amp; DETENTION</b>						
100-4033200-5550	CONFINEMENT OF PRISONERS	\$	250.00	\$	250.00	\$	250.00
	<b>TOTAL CORRECTION &amp; DETENTION</b>	\$	250.00	\$	250.00	\$	250.00
	<b>PUBLIC WORKS ADMINISTRATION</b>						
100-4041100-1140	COMPENSATION	\$	42,425.00	\$	42,700.00	\$	44,450.00
100-4041100-2100	MATCHING FICA EXPENSE (7.65 %)					\$	3,400.00
100-4041100-3110	MEDICAL EXAMS	\$	525.00	\$	525.00	\$	525.00
100-4041100-3310	VEHICLE REP & MAINTENANCE	\$	6,000.00	\$	7,000.00	\$	7,000.00
100-4041100-5120	FUEL OIL/HEAT	\$	3,325.00	\$	3,325.00	\$	3,325.00
100-4041100-5230	TELECOMMUNICATIONS	\$	3,800.00	\$	4,400.00	\$	3,800.00
100-4041100-5415	COPIER LEASE			\$	2,100.00	\$	2,250.00
100-4041100-5540	TRAINING	\$	500.00	\$	500.00	\$	500.00
100-4041100-6001	OFFICE SUPPLIES	\$	500.00	\$	500.00	\$	500.00
	<b>TOTAL PUBLI WKS ADMINISTRATION</b>	\$	57,075.00	\$	61,050.00	\$	65,750.00
	<b>HWYS, STS BRIDGES &amp; SDWLKS</b>						

100-4041200-1183	COMPENSATION	\$	117,600.00	\$	123,855.00	\$	127,500.00	\$	127,500.00
100-4041200-2100	MATCHING FICA EXPENSE (7.65 %)						9,750.00		9,750.00
100-4041200-3310	EQUIPMENT MAINTENANCE	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
100-4041200-3315	SIDEWALK MAINTENANCE	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00
100-4041200-3316	STREET SIGN MAINTENANCE	\$	500.00	\$	500.00	\$	500.00	\$	500.00
100-4041200-5425	NORFOLK/SOUTHERN R-O-W'S	\$	950.00	\$	950.00	\$	950.00	\$	950.00
100-4041200-6007	MATERIALS & SUPPLIES	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	4,000.00
100-4041200-6008	GASOLINE & OIL	\$	37,040.00	\$	37,400.00	\$	37,400.00	\$	37,400.00
100-4041200-6011	UNIFORMS	\$	3,000.00	\$	3,000.00	\$	3,000.00	\$	3,000.00
	<b>TOTAL HWYS, STS BRIDGES &amp; SWLKS</b>	\$	179,090.00	\$	185,705.00	\$	199,100.00	\$	199,100.00
	<b>VDOT STREET MAINTENANCE</b>								
100-4041250-3300	VDOT STREET MAINTENANCE	\$	431,812.00	\$	384,312.00	\$	287,037.00	\$	287,037.00
100-4041250-3310	EQUIPMENT MAINTENANCE (VDOT)	\$	-						
100-4041250-3316	STREET SIGN MAINTENANCE (VDOT)	\$	-						
100-4041250-6050	ASPHALT (VDOT)	\$	-						
100-4041250-6130	TREE REMOVAL (VDOT)	\$	-						
100-4041250-6307	SNOW REMOVAL (VDOT)	\$	-						
100-4041250-8801	EQUIPMENT PURCHASE (VDOT)			\$	47,500.00	\$	125,500.00	\$	125,500.00
100-4041250-8803	PUBLIC WORKS IMPROVEMENTS					\$	62,250.00	\$	62,250.00
	<b>TOTAL VDOT STREET MAINTENANCE</b>	\$	431,812.00	\$	431,812.00	\$	474,787.00	\$	474,787.00
	<b>STREET LIGHTS</b>								
100-4041320-5110	ELECTRICITY	\$	79,000.00	\$	79,000.00	\$	79,000.00	\$	79,000.00
	<b>TOTAL STREET LIGHTS</b>	\$	79,000.00	\$	79,000.00	\$	79,000.00	\$	79,000.00
	<b>SNOW REMOVAL</b>								
100-4041330-6007	MATERIALS & SUPPLIES	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
	<b>TOTAL SNOW REMOVAL</b>	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
	<b>PARKING METERS &amp; LOTS</b>								
100-4041340-6007	MATERIALS & SUPPLIES	\$	1,500.00	\$	1,500.00	\$	1,500.00	\$	1,500.00
	<b>TOTAL PARKING METERS &amp; LOTS</b>	\$	1,500.00	\$	1,500.00	\$	1,500.00	\$	1,500.00
	<b>STREET &amp; ROAD CLEANING</b>								
100-4042200-6007	MATERIALS & SUPPLIES	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	4,000.00
	<b>TOTAL STREET &amp; ROAD CLEANING</b>	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	4,000.00
	<b>REFUSE COLLECTION</b>								
100-4042300-3220	CONTRACTUAL SERVICES	\$	170,200.00	\$	177,000.00	\$	182,300.00	\$	182,300.00
100-4042300-6225	RECYCLING SERVICES	\$	51,000.00	\$	53,000.00	\$	54,600.00	\$	54,600.00
	<b>TOTAL REFUSE COLLECTION</b>	\$	221,200.00	\$	230,000.00	\$	236,900.00	\$	236,900.00
	<b>REFUSE DISPOSAL</b>								
100-4042400-3800	FCO LANDFILL CHARGES	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
	<b>TOTAL REFUSE DISPOSAL</b>	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
	<b>GENERAL PROPERTIES</b>								
100-4043200-3310	REPAIR & MAINTENANCE	\$	9,000.00	\$	9,000.00	\$	9,000.00	\$	9,000.00
100-4043200-3325	HERMITAGE SWPOND MAINT	\$	4,180.00	\$	4,100.00	\$	4,100.00	\$	4,100.00
100-4043200-6007	MATERIALS & SUPPLIES	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
100-4043200-6017	CHRISTMAS LIGHTS	\$	1,100.00	\$	1,200.00	\$	1,200.00	\$	1,200.00
	<b>TOTAL GENERAL PROPERTIES</b>	\$	15,280.00	\$	15,300.00	\$	15,300.00	\$	15,300.00
	<b>BUILDING SERVICES</b>								
100-4064200-3150	PROFESSIONAL SERVICES	\$	1,350.00	\$	1,500.00	\$	3,000.00	\$	3,000.00
100-4064200-3200	CONTRACTUAL SERVICES	\$	15,610.00	\$	16,000.00	\$	16,650.00	\$	16,650.00
100-4064200-5110	ELECTRICITY	\$	13,540.00	\$	14,000.00	\$	18,000.00	\$	18,000.00
100-4064200-5120	NATURAL GAS/HEAT	\$	2,010.00	\$	2,500.00	\$	3,200.00	\$	3,200.00
100-4064200-5130	WATER/SEWER	\$	880.00	\$	850.00	\$	650.00	\$	650.00
100-4064200-5230	TELECOMMUNICATIONS	\$	9,810.00	\$	10,000.00	\$	4,000.00	\$	4,000.00
100-4064200-5304	LIABILITY INSURANCE	\$	1,930.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
100-4064200-7113	IN KIND COSTS	\$	-	\$	15,000.00	\$	10,000.00	\$	10,000.00
100-4064200-7115	SHARED MAINTENANCE	\$	33,850.00	\$	20,000.00	\$	15,000.00	\$	15,000.00

100-4064200-8411	CAPITAL ASSET RESERVES	\$	6,520.00	\$	7,000.00	\$	6,150.00	\$	6,150.00
	<b>TOTAL BUILDING SERVICES</b>	\$	<b>85,500.00</b>	\$	<b>88,850.00</b>	\$	<b>78,650.00</b>	\$	<b>78,650.00</b>
	<b>PARKS &amp; RECREATION</b>								
100-4071310-3160	CONTRACTURAL SER/JN BLUE	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
100-4071310-5699	CONTRIBUTION/CCP&R	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
100-4071310-6017	CHRISTMAS LIGHTS	\$	400.00	\$	400.00	\$	400.00	\$	400.00
100-4071310-6018	ROSE HILL IMPROVEMENTS	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
	<b>TOTAL PARKS &amp; RECREATION</b>	\$	<b>11,400.00</b>	\$	<b>11,400.00</b>	\$	<b>11,400.00</b>	\$	<b>11,400.00</b>
	<b>PLANNING</b>								
100-4081100-1155	COMPENSATION	\$	75,375.00	\$	77,435.00	\$	79,500.00	\$	79,500.00
100-4081100-2100	MATCHING FICA EXPENSE (7.65 %)					\$	6,000.00	\$	6,000.00
100-4081100-3190	PROFESSIONAL SERVICES	\$	4,500.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
100-4081100-3500	PRINTING	\$	200.00	\$	200.00	\$	100.00	\$	100.00
100-4081100-5510	MILEAGE	\$	750.00	\$	750.00	\$	750.00	\$	750.00
100-4081100-5540	TRAINING	\$	500.00	\$	500.00	\$	500.00	\$	500.00
100-4081100-5810	DUES	\$	600.00	\$	600.00	\$	500.00	\$	500.00
100-4081100-6001	OFFICE EQUIPMENT	\$	100.00	\$	100.00	\$	100.00	\$	100.00
100-4081100-6012	PUBLICATIONS	\$	-	\$	-				
	<b>TOTAL PLANNING</b>	\$	<b>82,025.00</b>	\$	<b>84,585.00</b>	\$	<b>92,450.00</b>	\$	<b>92,450.00</b>
	<b>BOARD OF ZONING APPEALS</b>								
100-4081400-1110	EXPENSE COMPENSATION	\$	500.00	\$	500.00	\$	750.00	\$	750.00
100-4081400-5540	TRAINING	\$	500.00	\$	-	\$	750.00	\$	750.00
	<b>TOTAL BOARD OF ZONING APPEALS</b>	\$	<b>1,000.00</b>	\$	<b>500.00</b>	\$	<b>1,500.00</b>	\$	<b>1,500.00</b>
	<b>ECONOMIC DEVELOPMENT</b>								
100-4081500-5410	TOD SIGNS	\$	2,000.00	\$	-	\$	3,000.00	\$	3,000.00
100-4081500-5411	WAYFINDING SIGNS	\$	10,000.00	\$	-				
100-4081500-5696	ECONOMIC DEVELOPMENT RESERVE					\$	9,000.00	\$	9,000.00
100-4081500-5697	IDA GRANT MATCH	\$	30,000.00	\$	54,000.00	\$	-	\$	-
100-4081500-5698	GRANT AND MATCHING FUNDS	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
100-4081500-5699	DBI/ECO DEV PROF SERVICES	\$	20,000.00	\$	18,000.00	\$	18,000.00	\$	18,000.00
	<b>TOTAL ECONOMIC DEVELOPMENT</b>	\$	<b>72,000.00</b>	\$	<b>82,000.00</b>	\$	<b>40,000.00</b>	\$	<b>40,000.00</b>
	<b>PLANNING COMMISSION</b>								
100-4081600-1111	EXPENSE COMPENSATION	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
100-4081600-5540	TRAINING	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
100-4081600-5810	DUES	\$	250.00	\$	250.00	\$	250.00	\$	250.00
	<b>TOTAL PLANNING COMMISSION</b>	\$	<b>6,250.00</b>	\$	<b>6,250.00</b>	\$	<b>6,250.00</b>	\$	<b>6,250.00</b>
	<b>B'VILLE AREA DEV AUTHORITY</b>								
100-4081700-1111	EXPENSE COMPENSATION	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00
100-4081700-5540	TRAINING	\$	250.00	\$	250.00	\$	250.00	\$	250.00
100-4081700-5810	DUES	\$	125.00	\$	125.00	\$	125.00	\$	125.00
	<b>TOTAL B'VILLE AREA DEV AUTHORITY</b>	\$	<b>2,875.00</b>	\$	<b>2,875.00</b>	\$	<b>2,875.00</b>	\$	<b>2,875.00</b>
	<b>ARCHITECTURAL REVIEW BOARD</b>								
100-4081800-5540	TRAINING	\$	250.00	\$	500.00	\$	500.00	\$	500.00
	<b>TOTAL ARCHITECTURAL REVIEW BD</b>	\$	<b>250.00</b>	\$	<b>500.00</b>	\$	<b>500.00</b>	\$	<b>500.00</b>
	<b>CAPITAL OUTLAY</b>								
100-4094200-8200	PW SITE EXPANSION-RESERVE								
100-4094200-8201	CHRISTMAS DECORATIONS								
100-4094200-8225	COMPUTER REPLACEMENT	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	4,000.00
100-4094200-8231	Police Cruiser	\$	-	\$	-	\$	43,530.00	\$	43,530.00
100-4094200-8338	ONE TON DUMP	\$	40,000.00						
100-4094200-8339	SALT BOX/SNOW PLOW	\$	9,600.00						
100-4094200-8340	MOWER	\$	-	\$	6,000.00				
100-4094200-8345	PW TON DUMP BED (1/2 VDOT)	\$	-	\$	-	\$	4,500.00	\$	4,500.00
100-4094200-8367	SEWER JET RODDER	\$	22,445.00						
100-4094200-8411	CAPITAL RESERVE			\$	43,508.00				
100-4094200-8421	PD IN CAR CAMERA REP	\$	-						
100-4094200-8450	HVAC JOINT GOV CTR	\$	-						

100-4094200-8500	PPTRA RESERVE	\$	-	\$	10,000.00	\$	10,000.00	\$	10,000.00
100-4094200-8601	PD SOFTWARE UPGRADE			\$	25,610.00				
100-4094200-8603	PD SERVER REPLACEMENT			\$	5,000.00				
100-4094200-8702	WAYFINDING SIGNS					\$	10,000.00	\$	10,000.00
100-4094200-8803	PUBLIC WORKS IMPROVEMENTS (3/4 VDOT)					\$	24,750.00	\$	24,750.00
	<b>TOTAL CAPITAL OUTLAY</b>	\$	76,045.00	\$	94,118.00	\$	96,780.00	\$	96,780.00
	<b>CONTINGENCY</b>								
100-4094300-5800	CONTINGENCY (6.35%)	\$	213,976.00	\$	85,560.00	\$	186,838.00	\$	186,838.00
	<b>TOTAL CONTINGENCY</b>	\$	213,976.00	\$	85,560.00	\$	186,838.00	\$	186,838.00
	<b>DEBT SERVICE</b>								
100-4095000-9110	CIP PRINCIPAL	\$	31,800.00	\$	33,120.00	\$	35,000.00	\$	35,000.00
100-4095000-9120	CIP INTEREST	\$	89,680.00	\$	88,360.00	\$	86,480.00	\$	86,480.00
100-4095000-9130	RDA DEBT SER RESERVE	\$	12,147.00	\$	12,147.00	\$	12,147.00	\$	12,147.00
	<b>TOTAL DEBT SERVICE</b>	\$	133,627.00	\$	133,627.00	\$	133,627.00	\$	133,627.00
	<b>TOTAL GENERAL FUND OPERATIONAL</b>	\$	2,792,710.00	\$	2,851,876.00	\$	2,938,791.00	\$	2,938,791.00
	<b>TOTAL GENERAL FUND CONTINGENCY</b>	\$	213,976.00	\$	85,560.00	\$	186,838.00	\$	186,838.00
	<b>TOTAL GENERAL FUND CAP OUTLAY</b>	\$	76,045.00	\$	94,118.00	\$	96,780.00	\$	96,780.00
	<b>TOTAL GENERAL FUND DEBT SERVICE</b>	\$	133,627.00	\$	133,627.00	\$	133,627.00	\$	133,627.00
	<b>TOTAL GENERAL FUND EXPENSES</b>	\$	3,216,358.00	\$	3,165,181.00	\$	3,356,036.00	\$	3,356,036.00

<b>WATER FUND</b>									
	<b>PERSONNEL</b>								
501-4012220-1140	COMPENSATION	\$	37,825.00	\$	38,460.00	\$	40,100.00	\$	40,100.00
501-4012220-2100	MATCHING FICA EXPENSE (7.65 %)	\$	18,900.00	\$	18,525.00	\$	3,100.00	\$	3,100.00
501-4012220-2210	VRS	\$	21,255.00	\$	27,075.00	\$	28,950.00	\$	28,950.00
501-4012220-2220	VMLIP - STD	\$	155.00	\$	155.00	\$	145.00	\$	145.00
501-4012220-2230	VMLIP - LTD	\$	1,340.00	\$	1,300.00	\$	1,280.00	\$	1,280.00
501-4012220-2300	HEALTH INSURANCE	\$	35,000.00	\$	37,255.00	\$	38,500.00	\$	38,500.00
501-4012220-2400	LIFE INSURANCE	\$	3,260.00	\$	2,860.00	\$	2,820.00	\$	2,820.00
501-4012220-2600	UNEMPLOYMENT INSURANCE	\$	215.00	\$	180.00	\$	70.00	\$	70.00
501-4012220-2700	WORKER'S COMPENSATION	\$	8,250.00	\$	6,400.00	\$	5,250.00	\$	5,250.00
501-4012220-3145	PROFESSIONAL SERVICES	\$	1,000.00	\$	100.00	\$	-	\$	-
501-4012220-3170	MISS UTILITY	\$	1,900.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
501-4012220-3320	HANDHELD MAINT	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
501-4012220-5210	POSTAGE	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00
501-4012220-5540	TRAINING	\$	-	\$	1,000.00	\$	1,000.00	\$	1,000.00
501-4012220-6001	OFFICE SUPPLIES	\$	650.00	\$	650.00	\$	1,000.00	\$	1,000.00
	<b>TOTAL PERSONNEL</b>	\$	134,250.00	\$	139,455.00	\$	127,715.00	\$	127,715.00
	<b>TREATMENT</b>								
501-4012222-1147	COMPENSATION	\$	150,500.00	\$	143,810.00	\$	141,200.00	\$	141,200.00
501-4012222-2100	MATCHING FICA EXPENSE (7.65 %)					\$	10,800.00	\$	10,800.00
501-4012222-2830	CERTIFICATION FEES	\$	900.00	\$	500.00	\$	900.00	\$	900.00
501-4012222-2840	STATE CONNECTION FEES	\$	5,100.00	\$	5,100.00	\$	5,100.00	\$	5,100.00
501-4012222-2850	LAB TESTING	\$	10,000.00	\$	10,000.00	\$	22,000.00	\$	22,000.00
501-4012222-3110	MEDICAL EXAMS	\$	200.00	\$	200.00	\$	200.00	\$	200.00
501-4012222-3145	PROFESSIONAL SERVICES	\$	10,000.00	\$	15,000.00	\$	15,000.00	\$	15,000.00
501-4012222-3210	SLUDGE REMOVAL	\$	22,000.00	\$	22,000.00	\$	22,000.00	\$	22,000.00
501-4012222-3220	CLEAN RIVER INTAKE	\$	-	\$	1,000.00	\$	2,000.00	\$	2,000.00
501-4012222-3310	REPAIR & MAINTENANCE	\$	40,000.00	\$	40,000.00	\$	44,000.00	\$	44,000.00
501-4012222-3510	CONSUMER CONFIDENCE RPT	\$	1,700.00	\$	500.00	\$	500.00	\$	500.00
501-4012222-5110	ELECTRICITY	\$	55,000.00	\$	55,000.00	\$	59,000.00	\$	59,000.00
501-4012222-5120	FUEL/OIL HEAT	\$	2,700.00	\$	2,700.00	\$	2,700.00	\$	2,700.00
501-4012222-5230	TELECOMMUNICATIONS	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00
501-4012222-5415	COPIER LEASE			\$	600.00	\$	600.00	\$	600.00
501-4012222-5540	TRAINING	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00
501-4012222-5690	DISCHARGE PERMIT RENEWAL	\$	2,100.00	\$	2,700.00	\$	2,700.00	\$	2,700.00
501-4012222-5810	DUES	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
501-4012222-6001	OFFICE SUPPLIES	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
501-4012222-6004	LAB SUPPLIES	\$	3,600.00	\$	3,600.00	\$	3,600.00	\$	3,600.00

501-4012222-6005	JANITORIAL SUPPLIES	\$	700.00	\$	700.00	\$	700.00	\$	700.00	
501-4012222-6008	GASOLINE & OIL	\$	6,200.00	\$	6,200.00	\$	6,200.00	\$	6,200.00	
501-4012222-6011	UNIFORMS	\$	500.00	\$	500.00	\$	500.00	\$	500.00	
501-4012222-6014	TOOLS	\$	250.00	\$	250.00	\$	250.00	\$	250.00	
501-4012222-6019	SAFETY EQUIPMENT	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00	
501-4012222-6020	PERSONAL EQUIPMENT	\$	600.00	\$	600.00	\$	600.00	\$	600.00	
501-4012222-6025	CHEMICALS	\$	43,000.00	\$	40,000.00	\$	40,000.00	\$	40,000.00	
	<b>TOTAL TREATMENT</b>	\$	<b>364,050.00</b>	\$	<b>359,960.00</b>	\$	<b>389,550.00</b>	\$	<b>389,550.00</b>	
	<b>DISTRIBUTION &amp; MAINTENANCE</b>									
501-4012224-1183	COMPENSATION	\$	88,150.00	\$	92,895.00	\$	95,600.00	\$	95,600.00	
501-4012224-2100	MATCHING FICA EXPENSE (7.65 %)					\$	7,300.00	\$	7,300.00	
501-4012224-3330	LINE REPAIR & MAINTENANCE	\$	42,750.00	\$	42,750.00	\$	42,750.00	\$	42,750.00	
501-4012224-6007	MATERIALS & SUPPLIES	\$	11,875.00	\$	11,875.00	\$	11,875.00	\$	11,875.00	
501-4012224-6019	SAFETY EQUIPMENT	\$	710.00	\$	710.00	\$	710.00	\$	710.00	
501-4012224-6030	NEW SERVICE SUPPLIES	\$	3,800.00	\$	3,000.00	\$	3,800.00	\$	3,800.00	
	<b>TOTAL DISTRIBUTION &amp; MAINT</b>	\$	<b>147,285.00</b>	\$	<b>151,230.00</b>	\$	<b>162,035.00</b>	\$	<b>162,035.00</b>	
	<b>CAPITAL OUTLAY</b>									
501-4094200-8102	TANK REPAIR & MAINT RESERVE					\$	75,000.00	\$	75,000.00	
501-4094200-8210	DEPRECIATION EXPENSE	\$	-							
501-4094200-8211	CAPITAL RESERVES	\$	27,110.00			\$	34,800.00	\$	34,800.00	
501-4094200-8361	WATER LINE UPGRADES	\$	75,000.00	\$	150,000.00	\$	75,000.00	\$	145,000.00	
501-4094200-8368	LEAK DETECTOR	\$	12,000.00							
501-4094200-8550	EQUIPMENT REPAIR RESERVE	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00	
501-4094200-8605	WTP BUILDING MAINTENANCE			\$	33,000.00					
501-4094200-8703	PICKUP (1/2)					\$	15,000.00	\$	15,000.00	
501-4094200-8704	WATER FINISH PUMPS					\$	12,000.00	\$	12,000.00	
	<b>TOTAL CAPITAL OUTLAY</b>	\$	<b>139,110.00</b>	\$	<b>208,000.00</b>	\$	<b>236,800.00</b>	\$	<b>306,800.00</b>	
	<b>CONTINGENCY</b>									
501-4094300-5800	CONTINGENCY (3.5%)	\$	32,359.00	\$	31,105.00	\$	24,600.00	\$	24,600.00	
	<b>TOTAL CONTINGENCY</b>	\$	<b>32,359.00</b>	\$	<b>31,105.00</b>	\$	<b>24,600.00</b>	\$	<b>24,600.00</b>	
	<b>TOTAL WATER FUND OPERATIONAL</b>	\$	<b>645,585.00</b>	\$	<b>650,645.00</b>	\$	<b>679,300.00</b>	\$	<b>679,300.00</b>	
	<b>TOTAL WATER FUND CONTINGENCY</b>	\$	<b>32,280.00</b>	\$	<b>31,105.00</b>	\$	<b>24,600.00</b>	\$	<b>24,600.00</b>	
	<b>TOTAL WATER FUND CAP OUTLAY</b>	\$	<b>139,110.00</b>	\$	<b>208,000.00</b>	\$	<b>236,800.00</b>	\$	<b>306,800.00</b>	
	<b>TOTAL WATER FUND EXPENSES</b>	\$	<b>816,975.00</b>	\$	<b>889,750.00</b>	\$	<b>940,700.00</b>	\$	<b>1,010,700.00</b>	

<b>SEWER FUND</b>										
	<b>PERSONNEL</b>									
502-4012220-1114	COMPENSATION	\$	37,825.00	\$	35,460.00	\$	37,000.00	\$	37,000.00	
502-4012220-2100	MATCHING FICA EXPENSE (7.65 %)	\$	24,750.00	\$	24,500.00	\$	2,850.00	\$	2,850.00	
502-4012220-2210	VRS	\$	27,820.00	\$	35,805.00	\$	38,350.00	\$	38,350.00	
502-4012220-2220	VMLIP - STD	\$	200.00	\$	195.00	\$	190.00	\$	190.00	
502-4012220-2230	VMLIP - LTD	\$	1,760.00	\$	1,720.00	\$	1,695.00	\$	1,695.00	
502-4012220-2300	HEALTH INSURANCE	\$	46,000.00	\$	49,275.00	\$	50,975.00	\$	50,975.00	
502-4012220-2400	LIFE INSURANCE	\$	4,270.00	\$	3,780.00	\$	3,730.00	\$	3,730.00	
502-4012220-2600	UNEMPLOYMENT INSURANCE	\$	280.00	\$	240.00	\$	90.00	\$	90.00	
502-4012220-2700	WORKER'S COMPENSATION	\$	10,500.00	\$	8,500.00	\$	7,000.00	\$	7,000.00	
502-4012220-3145	PROFESSIONAL SERVICES	\$	2,000.00	\$	1,000.00	\$	-	\$	-	
502-4012220-3320	HANDHELD MAINT	\$	-	\$	2,000.00	\$	2,000.00	\$	2,000.00	
502-4012220-5210	POSTAGE	\$	7,000.00	\$	7,000.00	\$	7,000.00	\$	7,000.00	
502-4012220-6001	OFFICE SUPPLIES	\$	500.00	\$	750.00	\$	1,500.00	\$	1,500.00	
	<b>TOTAL PERSONNEL</b>	\$	<b>162,905.00</b>	\$	<b>170,225.00</b>	\$	<b>152,380.00</b>	\$	<b>152,380.00</b>	
	<b>TREATMENT</b>									
502-4012222-1147	COMPENSATION	\$	235,800.00	\$	235,530.00	\$	233,900.00	\$	233,900.00	
502-4012222-2100	MATCHING FICA EXPENSE (7.65 %)					\$	17,900.00	\$	17,900.00	
502-4012222-2830	CERTIFICATION FEES	\$	400.00	\$	900.00	\$	500.00	\$	500.00	
502-4012222-2850	LAB TESTING	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00	
502-4012222-3145	PROFESSIONAL SERVICES	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	15,000.00	
502-4012222-3210	LANDFILL-SOLIDS DISPOSAL	\$	35,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00	

502-4012222-3310	REPAIR & MAINTENANCE	\$	60,000.00	\$	90,000.00	\$	90,000.00	\$	90,000.00
502-4012222-5110	ELECTRICITY	\$	160,000.00	\$	150,000.00	\$	150,000.00	\$	150,000.00
502-4012222-5230	TELECOMMUNICATIONS	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
502-4012222-5415	COPIER LEASE			\$	3,000.00	\$	3,000.00	\$	3,000.00
502-4012222-5540	TRAINING	\$	6,500.00	\$	5,000.00	\$	4,000.00	\$	4,000.00
502-4012222-5690	Discharge Permit Renewal	\$	3,100.00	\$	3,100.00	\$	3,100.00	\$	3,100.00
502-4012222-5810	DUES	\$	500.00	\$	500.00	\$	500.00	\$	500.00
502-4012222-6001	OFFICE SUPPLIES	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00
502-4012222-6004	LAB SUPPLIES	\$	9,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00
502-4012222-6005	JANITORIAL SUPPLIES	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
502-4012222-6008	DIESEL FUEL	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00
502-4012222-6011	UNIFORMS	\$	800.00	\$	800.00	\$	800.00	\$	800.00
502-4012222-6014	TOOLS	\$	1,500.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
502-4012222-6019	SAFETY EQUIPMENT	\$	3,000.00	\$	3,000.00	\$	3,000.00	\$	3,000.00
502-4012222-6020	PERSONAL EQUIPMENT	\$	800.00	\$	800.00	\$	800.00	\$	800.00
502-4012222-6025	CHEMICALS	\$	100,000.00	\$	100,000.00	\$	100,000.00	\$	100,000.00
	<b>TOTAL TREATMENT</b>	\$	<b>672,900.00</b>	\$	<b>688,130.00</b>	\$	<b>703,000.00</b>	\$	<b>703,000.00</b>
	<b>DISTRIBUTION &amp; MAINTENANCE</b>								
502-4012224-1183	COMPENSATION	\$	88,150.00	\$	92,895.00	\$	95,600.00	\$	95,600.00
502-4012224-1183	MATCHING FICA EXPENSE (7.65 %)					\$	7,300.00	\$	7,300.00
502-4012224-3310	EQUIPMENT MAINTENANCE	\$	1,805.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
502-4012224-3330	REPAIR & MAINTENANCE	\$	7,125.00	\$	8,000.00	\$	8,000.00	\$	8,000.00
502-4012224-6007	MATERIALS & SUPPLIES	\$	6,080.00	\$	6,080.00	\$	6,080.00	\$	6,080.00
502-4012224-6019	SAFETY EQUIPMENT	\$	285.00	\$	285.00	\$	285.00	\$	285.00
502-4012224-6030	NEW SERVICE SUPPLIES	\$	2,850.00	\$	2,850.00	\$	2,850.00	\$	2,850.00
	<b>TOTAL DISTRIBUTION &amp; MAINT</b>	\$	<b>106,295.00</b>	\$	<b>112,110.00</b>	\$	<b>122,115.00</b>	\$	<b>122,115.00</b>
	<b>CAPITAL PROJECTS</b>								
502-4094100-8001	OUTFALL LINE	\$	-			\$	0		0
502-4094100-8003	NEW WWTP	\$	-			\$	0		0
	<b>TOTAL CAPITAL PROJECTS</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>-</b>
	<b>CAPITAL OUTLAY</b>								
502-4094200-8110	WWTP UPGRADES	\$	-						
502-4094200-8134	Sewer Collection Sys Rehab	\$	50,000.00	\$	50,000.00	\$	100,000.00	\$	100,000.00
502-4094200-8210	DEPRECIATION	\$	-						
502-4094200-8367	SEWER JET RODDER	\$	22,445.00						
502-4094200-8411	Capital Reserve	\$	11,200.00	\$	156,295.00	\$	271,855.00	\$	271,855.00
502-4094200-8540	MEMBRANE REPLACEMENT RESERVE	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00
502-4094200-8545	MEMBRANE PRE-PURCHASE					\$		\$	90,000.00
502-4094200-8550	EQUIPMENT REPAIR RESERVE	\$	15,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00
502-4094200-8602	3/4 TON PICKUP (1/2 VDOT)			\$	16,500.00				
502-4094200-8604	STORM SEWER CAMERA (1/2 VDOT)			\$	16,000.00				
502-4094200-8703	PICKUP (1/2)					\$	15,000.00	\$	15,000.00
	<b>TOTAL CAPITAL OUTLAY</b>	\$	<b>148,645.00</b>	\$	<b>313,795.00</b>	\$	<b>461,855.00</b>	\$	<b>551,855.00</b>
	<b>CONTINGENCY</b>								
502-4094300-5800	CONTINGENCY (3.5%)	\$	47,105.00	\$	48,340.00	\$	34,250.00	\$	34,250.00
	<b>TOTAL CONTINGENCY</b>	\$	<b>47,105.00</b>	\$	<b>48,340.00</b>	\$	<b>34,250.00</b>	\$	<b>34,250.00</b>
	<b>DEBT SERVICE</b>								
502-4095000-9118	VRA PRINCIPAL	\$	470,000.00	\$	470,000.00	\$	470,000.00	\$	470,000.00
	<b>TOTAL DEBT SERVICE</b>	\$	<b>470,000.00</b>	\$	<b>470,000.00</b>	\$	<b>470,000.00</b>	\$	<b>470,000.00</b>
	<b>TOTAL SEWER FUND OPERATIONAL</b>	\$	<b>942,100.00</b>	\$	<b>970,465.00</b>	\$	<b>977,495.00</b>	\$	<b>977,495.00</b>
	<b>TOTAL SEWER FUND CONTINGENCY</b>	\$	<b>47,105.00</b>	\$	<b>48,340.00</b>	\$	<b>34,250.00</b>	\$	<b>34,250.00</b>
	<b>TOTAL SEWER FUND CAP OUTLAY</b>	\$	<b>148,645.00</b>	\$	<b>313,795.00</b>	\$	<b>461,855.00</b>	\$	<b>551,855.00</b>
	<b>TOTAL SEWER FUND DEBT SERVICE</b>	\$	<b>470,000.00</b>	\$	<b>470,000.00</b>	\$	<b>470,000.00</b>	\$	<b>470,000.00</b>

<b>TOTAL SEWER FUND EXPENSES</b>	\$	<b>1,607,850.00</b>	\$	<b>1,802,600.00</b>	\$	<b>1,943,600.00</b>	\$	<b>2,033,600.00</b>
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<b>TOTAL EXPENSES ALL FUNDS</b>	\$	<b>5,641,183.00</b>	\$	<b>5,857,531.00</b>	\$	<b>6,240,336.00</b>	\$	<b>6,400,336.00</b>
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# Attachment 4

**MINUTES**  
**BERRYVILLE TOWN COUNCIL & CLARKE COUNTY BOARD OF SUPERVISORS**  
**Berryville-Clarke County Government Center**  
**Joint Meeting**  
**December 13, 2016**  
**6:30 p.m.**

**Town Council:** Present-Patricia Dickinson, Mayor; Harry Lee Arnold, Jr., Recorder; Donna Marie McDonald; Allen Kitselman; Erecka Gibson; David Tollett; Absent-None

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

**Staff:** Keith Dalton, Town Manager; Christy Dunkle, Town Planner; Ann Phillips, Town Clerk; David Ash, County Administrator; Brandon Stidham, County Planning Director; Lora Walburn, Deputy Clerk of the Board

**Press:** Cathy Kuehner, Winchester Star

1. Call to Order

Mayor Dickinson called the Town Council meeting to order at 6:30 p.m.

Chair Weiss called the County Board of Supervisors meeting to order at 6:30 p.m.

Chair Weiss recognized Town Treasurer Desiree Moreland's 40 years of service and thanked her for her dedication to the community.

2. Discussion – Berryville Area Plan

Chair Weiss said the County recognizes Berryville as an independent Town with its own elected officials. He said the two bodies have had a good partnership and need to work together, and the County wished to discuss the process for amending the Berryville Area Plan. He said the Berryville Area Plan had been studied and updated last spring, and the County understood that a new process for amending the plan had been laid out during the revision allowing it to be updated annually. He said that the County had expected the process to be followed, and the Board now wished to hear the rationale for the way in which the Town voted to change the plan the way the Town did, and what it means for the future of the Town and County relationship.

Supervisor Byrd asked what exactly the Town was proposing by making the changes. Mayor Dickinson inquired as to whether this pertained to the decision made on the senior apartments. Supervisor Catlett said the issue was the process used for making changes.

Council member McDonald said her concern was prolonging the senior housing project, saying there are so many rules and hoops to jump through.

Supervisor Byrd inquired if the intention is to move forward faster than what is in the Berryville Area Plan, and Council member McDonald responded that is her intention for some projects that have been in the works for a long time and have been delayed.

Chair Weiss referred the members to Section IV-3 of the Berryville Area Plan (page 84) which lays out the process for plan amendment by citizens/stake holders. He said the Board would have preferred that the Council wait until June 1 to submit changes to the plan. He said the amendment process had been set up and could be viewed as a delay, but it could also be viewed as a protection for the Town, the County, and the applicant against arbitrary and capricious decisions. He said the Plan protects the bodies from legal scrutiny, saying his concern is legal challenge.

Mayor Dickinson said the sequence of events is counter intuitive to the election cycle. She said the system is designed to not allow the newly elected members of Council to take action for another year. She said she thinks this is wrong. She stated the Town could have waited.

Supervisor Daniel said the strength of the plan is that it is disassociated with the election cycle. She said the provisions for amending the Berryville Area Plan were just added during the latest revision.

Supervisor Catlett said that elections are every four years, but the Plan allows updates annually.

Supervisor Byrd said good planning should not be ruled by politics, but is for the whole community for the future.

Recorder Arnold said that there must be policy and a process, and officials must respect the process. He added that delays are not always the government's fault.

Supervisor Daniel noted that other jurisdictions spend time voting on exceptions to their plans, indicating that leads to a less desirable outcome.

Council member McDonald said she had been upset by remarks about the Town and County not getting along. Chair Weiss said the County respects the Town and that is why the Board wanted to meet, saying that neither locality thrives without the other.

Mayor Dickinson said the vote on the senior housing project was not a huge deviation and called it a minor course correction. She said all that was done was adding more apartments and reducing the number of single family units.

Supervisor Catlett asked about the Town's plans for the process moving forward.

Mayor Dickinson said she does not have plans for development. Council member McDonald said she understands that the County would prefer that the Town discuss future changes. Mayor Dickinson said that the BADA serves that purpose.

Chair Weiss said if each of the bodies makes changes to the plan, it will lead to chaos. He said it could hurt the relationship, hurt the planning, and open the localities to legal problems.

Supervisor Byrd noted there are 195 dwelling units left for Berryville and 678 acres could be added. She said there must be good cooperation between the bodies, and noted the Berryville Area Plan is professionally done, easy to read, and is a wonderful document giving the pathway for future development. She said without this important document, the County could end up looking like less desirable jurisdictions. She said Clarke County is different, but if the wrong path is taken, things will go sour.

Council member Kitselman said he was disappointed in the Council vote where the recommendations of the BADA and the Planning Commission were disregarded. He said a lot of work had gone into the updated Berryville Area Plan, and he hopes the Council works together in the future instead of listening to other influences.

Supervisor Byrd said that the County has a reputation for taking its time and doing its homework and doesn't rush in where angels fear to tread.

Chair Weiss said the issue is one of partnership and concern for the future. He said there are development pressures, and if others see differences between the bodies or places where the process was not followed, they may have an opportunity to bring unwanted pressure on the community. He added that if the current methodologies are not agreed on, the bodies should find one. He said that consistency is very important for new elected officials.

Mayor Dickinson said senior housing was a big issue which changed the election, and the newly elected Council members had requested changes in the plan that did not get added before the plan was adopted.

Supervisor Byrd said newly elected officials need to take time learning their territory, and can't come in without knowing the whole playing field, because that is how misconceptions come up. She said there are a lot of unhappy people in Berryville.

Supervisor Daniel said when the County and the Town work together, the result is more than doubly good. She said she would have spoken to Council members had she known the vote on this issue was coming.

Chair Weiss said the Board was aware of the issue being in front of Council, but as Council member Kitselman said, the advising agencies had recommended against changing the plan.

Mayor Dickinson said having been in project management, the planning is everything and the plan is nothing. She said adjustments have to be made to the plan to fit the reality of the situation, and she said the reality was that people in Berryville wanted these apartments.

Council member Kitselman said the opposite is true in government, and that the plan is everything. He said this plan had just been redone to allow for changes. He said the County and the Town have always worked well together, and he wants that to continue in the future.

Supervisor Byrd said communication is very important, and the two bodies need to know what the other is thinking in order to do good planning. She said there had been a time when the Town and County governments did not get along so well, but that had been worked out and now the cooperation between the two governments is very positive. She noted the Government Center building as the crowning achievement of the relationship.

Council member Tollett said he had waited six years to see the senior housing project approved. He said he thinks there are people on the governing bodies and the planning commission who don't like senior housing. He added that the project is in his ward and he is in favor of senior housing. He suggested that

the members of the bodies visit Mary Hardesty House and tell the residents that the County and Town don't want any more senior residents here.

Chair Weiss stated that he is not saying that he does not want any more senior residents. Council member Tollett said the two issues cannot be separated. Chair Weiss said the two issues must be separated. He referred to the Mayor's statement that the process takes too long, and said he respects that opinion, but if the governing bodies don't wait the appropriate time that was created in the plans being used, the localities are self-destructing. He said six months is not the reason to un-do the plan.

Council member Tollett asked where the six month guarantee is located. Chair Weiss referenced the Berryville Area Plan, and said the proper democratic process should be followed. Council member Tollett said he thinks there are members of the bodies who cannot separate the project from the petitioner and will not vote for anything with which the petitioner is involved. Chair Weiss said the end result of waiting six months and having the same outcome would have allowed the Town to stay within the framework that had been laid out, would have been more consistent, and would be more legally defensible in the future. He said his basic point is that the senior housing project could have been approved by staying within the framework.

Council member Tollett said there was a builder interested in the project last year who pulled out because the numbers of multi-family units in the Berryville Area Plan were not revised upwards. Chair Weiss said that is how representative government works. He said Council member Tollett had previously been on the losing side, but now was on the winning side.

Supervisor Daniel said that what she was hearing from Town Council members was not disregard for the plan, but that one project provided a sense of urgency leading some Council members to view the vote they made as a minor change of little consequence.

Supervisor Byrd questioned the rush for one particular project without thinking of the future and other areas that could be affected.

Recorder Arnold said that a 60 unit project was approved twice without the applicant finding funding, and now there is a rush to approve the 120 units. He said other builders would have had the 60 units built, adding that the Council does support senior housing, and has done so in the past.

Supervisor Byrd said trust and confidence need to be put in the appointed planning commissions and staff who have the experience and superior knowledge. She said these people are trained and their opinions should be respected.

Council member Kitselman said he takes exception to the characterization that the applicant was the reason the project had been denied. He said the Council is very fair, and sometimes an applicant can't follow the rules, adding that the rules are important. Supervisor Byrd agreed saying otherwise, the localities wind up in court.

Council member McDonald asked what the County wants to see in the Town and the County. Supervisor Byrd referenced Berryville Main Street's recent efforts. She said she wants to see Berryville be a better special place.

Chair Weiss said both bodies are in agreement that bringing in businesses and assisting with economic development are desired. He said the Town and County are not far apart in their goals. He added that if the Town wants to go in a different direction, the County wants to work with the Town discuss the process. He said if the plan process is not followed, the governing bodies will become lost. He said the reason for annual update mechanism was specifically included because the development community could not wait five years between plan reviews. He said he is passionate about the issue, that the plan process matters, and that the County Board wants to work with the Town and be part of the conversation.

Council member McDonald said that when allowing housing developments, the localities must prepare for the added growth.

Supervisor Byrd said the localities need to work together for the betterment of the whole area. Supervisor Catlett said most people who live here have a passion for the area. Supervisor Byrd said the Berryville Area Plan is the road map, and when the localities don't follow the map they get lost.

Council member Gibson said she had attended the meeting to listen.

Chair Weiss said the Board appreciated the opportunity to meet with the Town Council.

3. Adjourn

The Clarke County Board of Supervisors and the Council of the Town of Berryville adjourned at 7:25 pm.

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Harry Lee Arnold, Jr., Recorder

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Ann W. Phillips, Town Clerk

# Attachment 5

**MINUTES**  
**BERRYVILLE TOWN COUNCIL**  
**Berryville-Clarke County Government Center**  
**Regular Meeting**  
**December 13, 2016**  
**7:30 p.m.**

**Town Council:** Present-Patricia Dickinson, Mayor; Harry Lee Arnold, Jr., Recorder; Donna Marje 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; David Tyrrell, Director of Utilities

**Press:** Cathy Kuehner

1. Call to Order

Mayor Dickinson called the meeting to order at 7:37 p.m.

2. Pledge of Allegiance

3. Approval of Agenda

**On motion of Council member Tollett, seconded by Council member Gibson, the agenda was approved unanimously.**

4. Public Hearing

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

Ms. Dunkle read the public hearing notice. The public hearing speakers were as follows:

The applicant, Alton Echols, said the request was self-explanatory regarding amending the proffers for 120 units rather than the original 60 units and removing the reversion from OPR zoning to Business and DR-4 zoning.

Town resident Jill Butler said the 120 units proposed by the applicant are out of scale for a small town and would be warehousing of seniors. She said the development also would increase demand for tax payer funded services like roads, water and sewer, and EMS. She said the development will ruin the small town, quiet lifestyle. Ms. Butler added that housing such as the proposed multi-floor development leads to isolation of the residents which in turn magnifies health problems such as dementia. She noted her own mother's experience saying that one-level living is preferred and allows more interaction with neighbors. She told the Council that making exceptions to zoning requirements sets a precedent that other developers will expect.

Robina Rich Bouffault said the one-time proffer of \$150,000 does not begin to cover the costs to the Town once the proposed project is completed. She referenced the developer's study showing that the majority of the new residents will be from Loudoun County where the median income is far greater than Clarke County's. She said this allows the developer to claim substantial tax credits while charging more rent than would be affordable for Clarke's own needy seniors. Ms. Bouffault noted there will be increased demand for services with the main burden falling on local Social Services and the Town's fire and rescue squad. She asked why the recommendations of the Planning Commission had been ignored and why the Berryville Area Plan had been brushed aside. Ms. Bouffault said the new members of Council ran on a platform of decreased taxation for the Town, but that thus far the decisions being made appear to be destined to increase the taxes. She cited Section 15.2-1102 of the Code of Virginia concerning the Powers of Cities and Towns and quoted, "The exercise of powers conferred under this section is specifically limited to the area within the corporate limits of the municipality." She said as a County taxpayer, she hoped it was not the intention to transfer the added Town costs to the County taxpayers, and concluded by saying it would be in everyone's best interest if Council would reverse the ill-considered decision to unilaterally amend its OPR ordinance in violation of the Berryville Area Plan.

The public hearing was closed.

5. Approval of Minutes

The minutes of the Town Council meeting on November 8, 2016 were approved unanimously on a motion by Council member McDonald, seconded by Council member Gibson.

6. Citizens' Forum

Mr. Dalton noted the change on the sign-up sheet, saying speakers will now indicate whether or not he or she is a town resident, but will no longer be required to state a home address.

The speakers were as follows:

Sandy Sowada, Town resident, said she supports the efforts of the Mayor to help the Town. She said last month, two experienced Council members had offered to serve on committees, and ignoring their willingness to serve seems shortsighted. She said she respectfully requested the Mayor to allow Council member Kitselman and Recorder Arnold on the committees on which they offered to serve.

Allan McWilliams, Town resident, said the Council had listened to concerns in the joint County Town meeting held immediately before the current meeting. He said the County concerns are valid and should be given serious consideration. He said the two bodies need to plan cooperatively, or the beautiful community will no longer exist. Mr. McWilliams said the Council should step back and consider what it had done in October and work to correct the poorly conceived effort. He said the Council should reject the proffer amendment. He said the Council should meet with the Board of Supervisors before finalizing a decision on the senior housing project in order to plan jointly with the County. He urged the Council to make correct decisions and work with the County. He said in 2009 he attended his last VML conference where there was a session on Town and County relations. He said when he discussed the Berryville and Clarke County's annexation agreement, the formation of the BADA, and the construction of the Berryville-Clarke County government center, the other attendees were amazed. He said Berryville and Clarke County are known throughout the state for the level of cooperation, and he hates to see that destroyed.

Mary Veilleux, Town resident, who said she is sorry to attend meetings that are contentious. She offered suggestions for how Council members could get along. She referenced Recorder Arnold's request to be appointed to the Budget and Finance Committee and said the Mayor had been elected because citizens have lost confidence in the budget process. She said the members of the budget and finance committee should be above the suspicion of impropriety, and Mr. Arnold has a close relationship with three major budget items: the contributions to the County in support of Enders, the funding of Berryville Main Street, and the goods and services he sells to the Town. She said she would suggest that the Mayor appoint members who do not share these conflicts of interest.

Nathan Stalvey, of the Clarke County Historical Association and representing Berryville Main Street, highlighted recent activities of Berryville Main Street including the parking meter contest and the Holiday Homes Tour. He said only six of the Virginia Main Street communities have lasted as long as Berryville's.

Alton Echols, Town resident, presented a revised water and sewer fee schedule with suggested changes. He said he will be appearing at the Streets and Utilities Committee to discuss the issue.

7. Report of Patricia Dickinson, Mayor

The Mayor thanked the Berryville Main Street for the tree lighting ceremony, and Donna Peake for her efforts with the Christmas Parade.

Mayor Dickinson noted that the Northern Shenandoah Valley Regional Commission has announced a fee structure change.

Mayor Dickinson said she wished to clarify comments from the last meeting. In reference to meeting with individual members of Council, she said she received confirmation from the Virginia Freedom of Information Advisory Council that such a meeting would not be a violation of the Freedom of Information Act. She invited members of Council to meet with her to discuss committee appointments. She said it had also been stated that a consensus of Council was required before a member could seek legal guidance on a Town matter. She said she received confirmation from both Mr. Mitchell and the Virginia Ethics Council that this is not the case. She said that this resource should not be denied to any member of Council as long as the members are judicious in using the services.

8. Report of Harry Lee Arnold, Jr, Recorder

Recorder Arnold thanked Donna Peake for her work with the Christmas Parade. He noted that several years ago the Parade was in danger of being cancelled for lack of insurance, and Berryville Main Street stepped in and continues to provide the insurance for this activity.

Recorder Arnold thanked Elizabeth Mock for her work on the Small Business Saturday event saying it had been a big success for Berryville.

Recorder Arnold said he would like to see some study on the topic of nursing homes and assisted care facilities. He suggested the Planning Commission look at numbers, whether the Town could support additional units, existing zoning and current service levels.

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

Ms. Dunkle noted the earlier public hearing, and the Mayor said the issue could be addressed next month.

Ms. Dunkle noted two action items for setting public hearings. She said the first is for a special use permit at 37 East Main Street for a veterinary hospital. She said the second one is for a text amendment to modify parking requirements for "restaurant, fast food." By consensus, the Council set public hearings for these two items for January 10, 2017.

Ms. Dunkle introduced the Safe Routes to School item saying the Swan Avenue sidewalk project has been split into two phases. The Mayor noted that if the project is not approved, the Town would have to repay approximately \$40,000 to the state. She questioned the wording of the motion in regard to seeking funding from the school board saying they have voted no on the issue twice. Ms. Dunkle said that school board support had occurred since the project began and that she was optimistic the school board would assist with the remaining financial need.

Council member McDonald asked for more information on the issue, and Ms. Dunkle and Mr. Dalton provided background and explained the progress of the sidewalk project. Council member McDonald asked if there had ever been any consideration to rebuilding the sidewalk on the street to VDOT specs. Ms. Dunkle said that had been considered, but would have cost more and caused storm water management issues.

There was discussion of Swan Avenue and Lincoln Avenue as access points to the middle school.

**Council member Kitselman moved that the Council of the Town of Berryville accept the low bid for Phase I 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. Recorder Arnold seconded the motion which carried as follows:**

**Aye: Kitselman, Gibson, Tollett, Arnold, Dickinson  
Nay: None  
Absent: None  
Abstain: McDonald**

**Council member Kitselman moved that the Council of Berryville finalize the approved Revenue Sharing application and enter into an agreement with the Clarke County Public Schools in order to fund the installation of two flashing pedestrian lights at the crosswalk located at US 340 and Swan Avenue. Recorder Arnold seconded the motion.** There was discussion of the flashing light project. Ms. Dunkle noted the costs included are about one year old and may change. She said the next step will be working with the schools. Mr. Dalton explained that revenue sharing is a 50-50 cost split between the state and the locality. Council member McDonald asked if the flashing light is also part of the Safe Routes to School project, and Ms. Dunkle said it had been identified under that effort.

**The motion carried as follows:**

**Aye: Kitselman, Gibson, Tollett, Arnold, Dickinson  
Nay: None  
Absent: None  
Abstain: McDonald**

10. Report of Keith Dalton, Town Manager

Mr. Dalton recognized Desiree Moreland's service to the Town on the occasion of her having been employed with the Town for 40 years.

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

Council member Kitselman said the BADA had met and had a public hearing on the Meridian assisted living project. He said they set a public hearing for the McDonalds for January 4.

Mayor Dickinson asked what control the Town has over how the McDonalds will look. Mr. Kitselman replied that the BADA has control of the access corridor, and Mr. Dalton said the BADA is responsible for architectural review of elevations.

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

The minutes of the November 22 meeting were approved. Ms. Gibson said the Committee will meet on December 15 at 10:00 am.

Mr. Dalton asked Utilities Director Dave Tyrrell to provide the background on the waste water treatment plant membrane pre-purchase. Mr. Dalton explained the Council had been saving and planning for this expense. Mr. Tyrrell gave background information on the membranes and the pre-purchase agreement.

In regard to the pre-purchase, Council member Gibson said she has asked staff for a summary analysis of cash flow which is an analysis of the affected accounts and the number of availability fees required to cover the cost of the membrane pre-purchase. She said a public hearing would be needed in January to amend the budget. Mr. Dalton said since a public hearing would need to be advertised, he requested that the Council add an amendment to increase the water line repair line item by \$70,000. He said the funds would be moved from a water line repair reserve. Mr. Dalton said this budget amendment would allow some planned work for fire protection to be funded, adding the Council would still approve the work before it began. He said the same budget amendment could address both items. By consensus, the Council set a public hearing on a budget amendment for the January meeting. Council member Gibson said the summary analysis will be available before the next Council meeting.

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

Council member McDonald said the Town Christmas tree is beautiful. Mayor Dickinson said there have been two donations to assist with buying colored lights. Council member McDonald said the next committee meeting will be on January 23, 2017.

14. Report of David Tollett – Planning Commission Liaison

Council member Tollett had nothing to report.

15. Report of David Tollett – Police and Security Committee

The minutes of the November 21, 2016, meeting were approved. Recorder Arnold inquired about the membership on this committee. Mayor Dickinson said she had been attending the committee meetings to help Council member McDonald who has been unable to attend. Council member McDonald said she is trying to arrange the schedule so that she can attend more regularly. Council member Tollett said the garbage and refuse ordinance was being reviewed by legal counsel and the Committee would finalize the draft in January in order for the Town Council to review it at the February meeting. He said the next Committee meeting will be January 26, 2017, and the next code section to be reviewed is Chapter 10 - Motor Vehicles.

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

There was nothing to report.

17. Report of Patricia Dickinson – Chair, Personnel Committee

The Mayor announced that Recorder Arnold is now the Chair of the Personnel Committee.

18. Other-Officials authorized to expend Town funds

Council member Kitselman said at the November meeting, there had been a discussion about individual members of Council contacting the Town Attorney, and at the time he had expressed his concern about the issue. He said when this happens, costs are incurred, so you have one member incurring costs without any agreement by other Town Council members, and the other members may not even know what opinions are sought or received. He proposed the Council adopt a policy that would provide for only the Town Manager to seek an opinion when he or she deems necessary or upon direction from the majority of Council, providing that if the opinion being sought may involve the Town Manger in a way that he or she may not be involved, the Chairman of the Personnel Committee is authorized to seek opinions in these instances. He said all the Council members should be informed, and no one person on Council can create policy or meet with people that are before the Town and he is concerned about the issue.

Recorder Arnold said the chain of command is necessary and staff needs to know what is going on. He said the Council may be seeking an opinion when staff already knows the answer. He said staff should keep the Council informed about issues. Council member McDonald asked if costs had been incurred. Mayor Dickinson said she has contacted the attorney three times. Council member McDonald said she would like to see the invoices if she is allowed to do so.

The Mayor said she did not know if any other members have contacted Mr. Mitchell, but it is permitted for any member of Council to do so saying there is nothing in any local or state code to prevent members from seeking legal advice.

Council member Kitselman said going forward he would like to see the Council adopt a policy wherein all attorney consultation goes through the Town Manager. Council member McDonald agreed with the idea of such a policy citing budget reasons. Council member Gibson asked the Mayor if she was opposed to going through the Town Manager. The Mayor said that in most instances she would not be opposed, but that she would be uncomfortable not having someone as a support where she could get guidance. Council member Kitselman said he would prefer to see all requests go through the Town Manager unless he was the subject of the inquiry. Council member McDonald said if a member calls the attorney when another member or staff already knows the answer, it is a waste of money. Council member Gibson said it is important for all the council members to be informed of communications, and she is in favor of a mutually agreed on process.

By consensus, it was decided that Mr. Dalton will draft an agreement for the Council to review. There was discussion of having the Town Attorney review the policy. Council member McDonald wanted to know the fee for the policy review.

There was discussion of sending Recorder Arnold's study topic to the Planning Commission. He said his concern is the services which are needed by seniors. Ms. Dunkle said the Planning Commission can review the current zoning in relationship to senior housing, saying medical offices are in demand. By consensus, the Council decided to ask the Planning Commission to study the nursing home and assisted care numbers.

19. Adjourn

There being no other business, upon motion of Council member Tollett, seconded by Council member Gibson, the meeting was adjourned at 9:26 p.m.

\_\_\_\_\_  
Harry Lee Arnold, Jr., Recorder

\_\_\_\_\_  
Ann W. Phillips, Town Clerk

DRAFT

MINUTES

# Attachment 6

## Planning and Community Development

### **Action Items**

- **Public Hearing – Special Use Permit – Veterinary Hospital**
- **Public Hearing – Text Amendment – Section 305.17 of the Berryville Zoning Ordinance**
- **Action - Amendment of Proffered Conditions**

### **January 10, 2017**

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#### **Planning Commission**

The Planning Commission did not hold a December meeting. Their next meeting will be held on Tuesday, January 24, 2017 at 7:30pm.

#### **Berryville Area Development Authority**

The BADA held a meeting on Wednesday, January 4, 2017. Allen Kitselman and George Ohrstrom were retained as chair and vice chair, respectively. They held a public hearing on the McDonald's Site Plan and continued a public hearing for the Meridian assisted living facility. They continued both public hearings to their next meeting scheduled for Wednesday, January 25, 2017 at 7:00pm.

#### **Architectural Review Board**

The Architectural Review Board held a meeting on Wednesday, January 4, 2017. Jim Barb and Susan Godfrey were retained as chair and vice chair, respectively. They discussed the following item:

**The Sanctuary Berryville, LLC (Geo Giordano, Owner), is requesting a Certificate of Appropriateness for a freestanding sign in front of her business located at 208 North Buckmarsh Street, identified as Tax Map Parcel number 14A2-(A)-33, zoned R-3 Residential. *Approved as presented with final approval for lighting the responsibility of staff.***

Their next meeting is scheduled for Wednesday, February 1, 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**  
**Public Hearing – Proffer Amendments**  
**January 10, 2017**

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**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.**

A public hearing was held at the December 13, 2016 meeting. No action was taken by Council at that time.

The applicant and two speakers addressed Council at the public hearing. The applicant said that the request was self-explanatory. One Berryville resident voiced concern about the scale of a 120-unit development within the Town of Berryville, isolation of the residents in the facility, and concerns about precedent for zoning modifications that other developers may expect. A County resident spoke to future costs to taxpayers, ignoring the Planning Commission's recommendation to deny the zoning text amendment allowing a 120-unit development, and the modifications to the OPR zoning district without amendments to the Berryville Area Plan which would align two documents.

Documentation presented for the public hearing and a motion follow this report.

***December 13, 2016 Staff Report***

*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.*

**Recommendation**

Discuss at the meeting. A motion is attached.

**BERRYVILLE TOWN COUNCIL**  
**Proffer Amendments**  
**January 10, 2017**

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**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

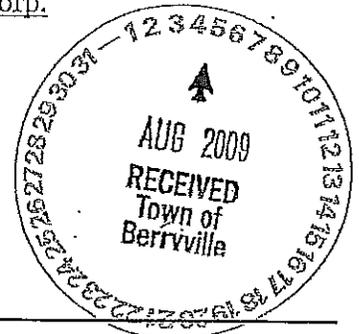
RECORD OWNER: A. C. Echols, Jr., Trustee of the Battlefield Center Trust ("Owner")

APPLICANT: Virginia United Methodist Housing Development Corp.

PROJECT NAME: "Robert Regan House"

ORIGINAL DATE OF PROFFERS: May 4, 2009

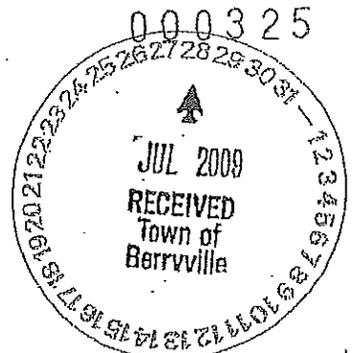
REVISION DATE(S): July 9<sup>th</sup>, 2009 July 16<sup>th</sup>, 2009, August 4<sup>th</sup>, 2009



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 30<sup>th</sup>, 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 30<sup>th</sup>, 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.



OCF  
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 Dan R, To-wit:

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

My Commission expires MY COMMISSION EXPIRES APRIL 30, 2011

James D. H. of Tenn  
NOTARY PUBLIC

Notary Registration No.: 223863

VIRGINIA UNITED METHODIST HOUSING  
DEVELOPMENT CORPORATION

By: J. Robert Regan, Jr. ✓

STATE OF VIRGINIA, At-Large

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

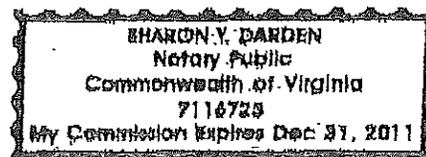
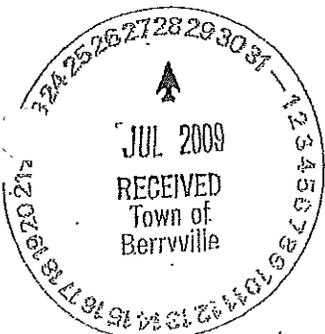
The foregoing document was acknowledged before me this 28<sup>th</sup> day of July, 2009,

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

My Commission expires 12-31-2011

Sharon Y. Darden  
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**  
**Proffer Amendments**  
**January 10, 2017**

---

**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 9<sup>th</sup>, 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 11<sup>th</sup>, 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: [Handwritten Signature] Date: 10/24/16

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

Signature: [Handwritten Signature]

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

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

**PROPERTY:** 11 Acres +/-

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

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

**ORIGINAL DATE**

**OF PROFFERS:** May 4, 2009

**REVISION DATE (S)** July 9<sup>th</sup>, 2009 July 16<sup>th</sup>, 2009, August 4<sup>th</sup>, 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 taxa 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 pr9operty, 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:

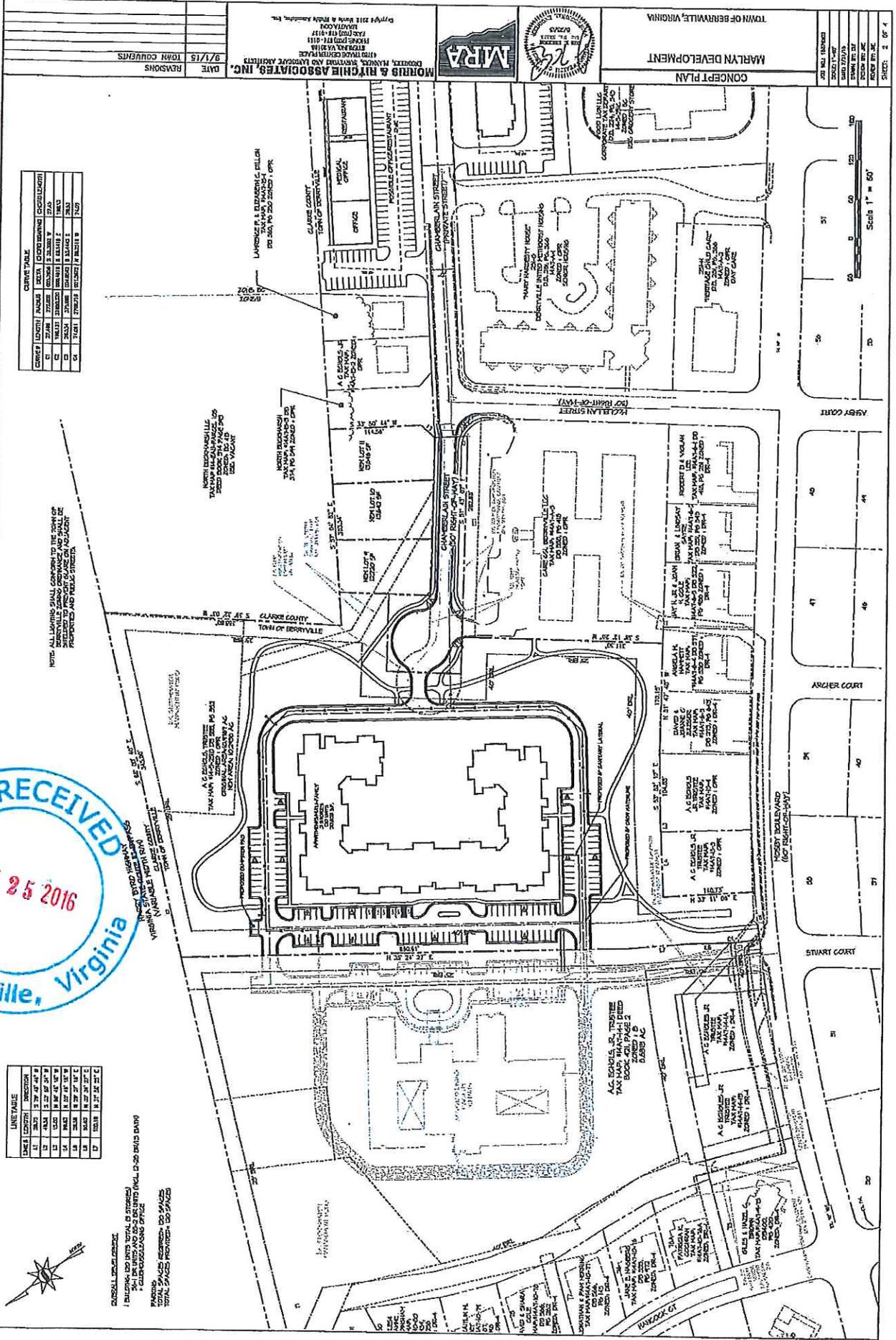
The foregoing document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by: A. C. ECHOLS, JR., TRUSTEE OF THE BATTLEFIELD CENTER TRUST.

My Commission expires \_\_\_\_\_

NOTARY PUBLIC

Notary Registration No: \_\_\_\_\_

Exhibit A



DRIVE TABLE

DRIVE #	LENGTH	WIDTH	AREA	DESCRIPTION	DEVELOPER
1	100	10	1000	DRIVE 1	1
2	100	10	1000	DRIVE 2	2
3	100	10	1000	DRIVE 3	3
4	100	10	1000	DRIVE 4	4
5	100	10	1000	DRIVE 5	5

NOTE: ALL LOTTING SHALL CONFORM TO THE ZONING OF THE TOWN OF BERRYVILLE. THE TOWN ENGINEER SHALL BE NOTIFIED TO PREPARE A ZONING MAP AND TO REZONE THE PROPOSED AND ADJACENT AREAS.

LINE TABLE

LINE #	LENGTH	WIDTH	AREA
1	100	10	1000
2	100	10	1000
3	100	10	1000
4	100	10	1000
5	100	10	1000
6	100	10	1000
7	100	10	1000
8	100	10	1000
9	100	10	1000
10	100	10	1000

1. TOTAL AREA: 100,000 SQ. FT.  
 2. TOTAL AREA: 100,000 SQ. FT.  
 3. TOTAL AREA: 100,000 SQ. FT.  
 4. TOTAL AREA: 100,000 SQ. FT.  
 5. TOTAL AREA: 100,000 SQ. FT.  
 6. TOTAL AREA: 100,000 SQ. FT.  
 7. TOTAL AREA: 100,000 SQ. FT.  
 8. TOTAL AREA: 100,000 SQ. FT.  
 9. TOTAL AREA: 100,000 SQ. FT.  
 10. TOTAL AREA: 100,000 SQ. FT.



CONCEPT PLAN  
 MARYLYN DEVELOPMENT  
 TOWN OF BERRYVILLE, VIRGINIA

MORRIS & RYCHIE ASSOCIATES, INC.  
 ENGINEERS, ARCHITECTS, PLANNERS AND LANDSCAPE ARCHITECTS  
 11111 BIRCHMOUNT DRIVE, SUITE 100  
 BIRMINGHAM, AL 35244  
 205.988.1111  
 WWW.MORRISRYCHIE.COM

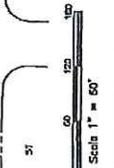
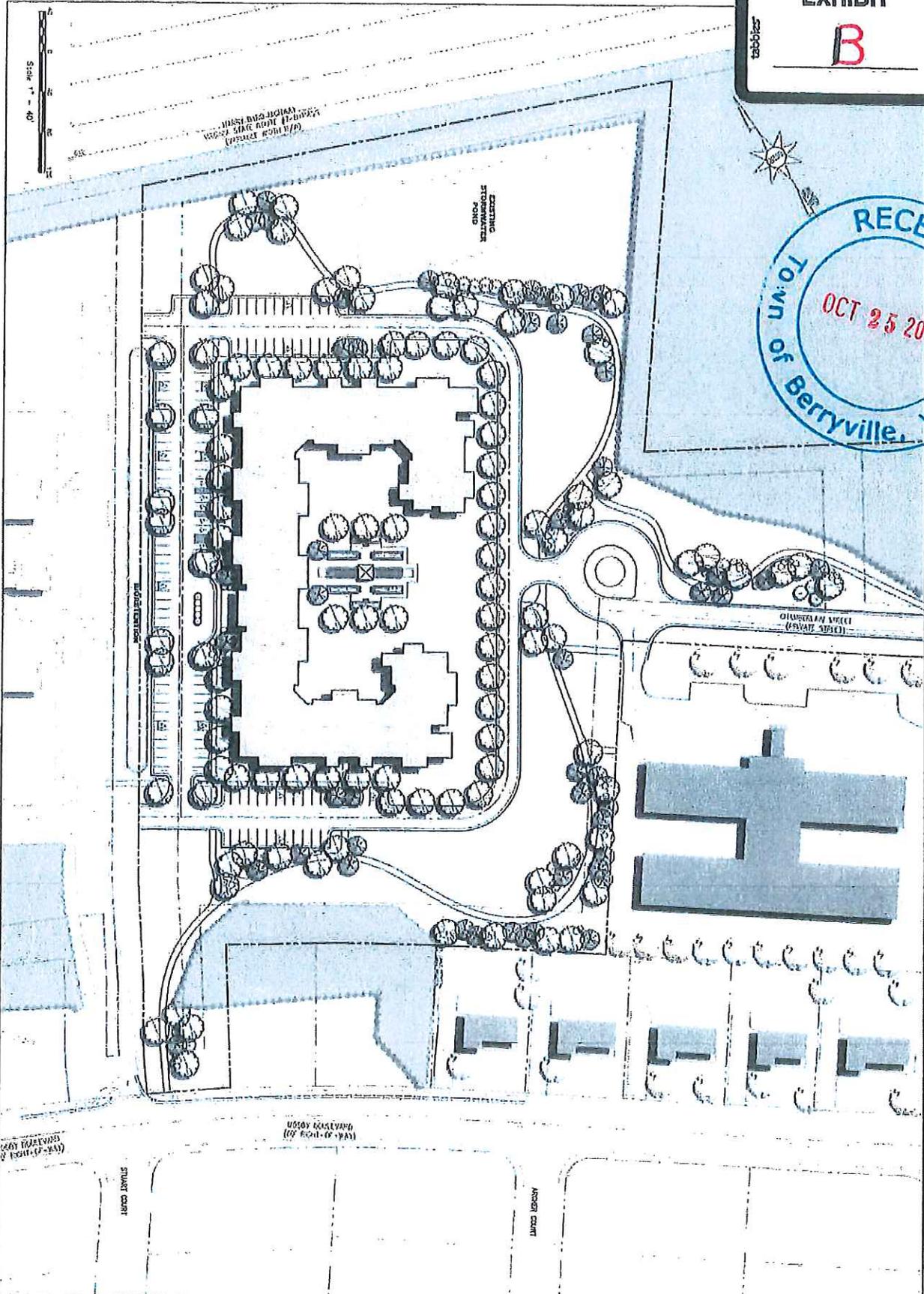


EXHIBIT  
**B**

RECEIVED  
 OCT 25 2016  
 Town of Berryville, Virginia



LAYOUT PLAN SITE PLAN MARLYN		<b>MORRIS &amp; RITCHIE ASSOCIATES, INC.</b> ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS 4310 TRADE CENTER PLACE BETHLEHEM, VA 22010 PHONE: (540) 751-0141 FAX: (540) 751-0137 WWW.MRA.COM Copyright 2016 Morris & Ritchie Associates, Inc.		DATE	REVISIONS

**BERRYVILLE TOWN COUNCIL**  
**Proffer Amendments**  
**January 10, 2017**

---

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



Lot 1 Larry + Betty Dillon  
 Lot 2 Joe + Margie Leach  
 Lot 3 Harry F. Byrd, III - Trustee  
 Lot 4 Larry + Margie Karskowsky  
 Lot 5 A.C. Entous, Jr. Trustee

HARRY F. BYRD, III, TRUSTEE  
 TAX MAP: 214-A-2, PAGE 12  
 DEED BOOK 126, PAGE 12

A.C. ENTOUS, JR., TRUSTEE  
 TAX MAP: 014-6-210  
 DEED BOOK 407, PAGE 54  
 ZONED OPA  
 10.073 ACRES  
 (ORIGINAL AREA)  
 5.2873 ACRES - HISTORIC

500' WIDENING COURSE  
 CONDUIT

A.C. ENTOUS, JR., TRUSTEE  
 TAX MAP: 014-6-210  
 DEED BOOK 421, PAGE 2

N/E UNITED  
 BERRYVILLE HOUSING, LP  
 TAX MAP: 014-6-210  
 DEED BOOK 253, PAGE 3

N/E HERITAGE CHILD DEVELOPMENT CENTER  
 TAX MAP: 014-6-210  
 DEED BOOK 274, PAGE 287

ASSISTED LIVING OF QUEENFIELD  
 TAX MAP: 014-6-210  
 DEED BOOK 403, PAGE 304

ROBERT BODLEYARD  
 (00' RIGHT-OF-WAY)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°11'05" E	287.95
L2	N 80°11'15" W	24.75
L3	S 45°33'33" W	49.50
L4	N 40°50'53" E	23.60
L5	N 45°30'00" E	50.00
L6	N 45°20'05" E	100.18

CURVE TABLE

CURVE	RADIUS	ARC	CHORD	LENGTH	DELTA
C1	375.00'	20.54'	N 42°31'05" W	26.53'	4°33'10"
C2	2392.13'	203.74'	N 4°52'28" W	283.57'	5°47'40"
C3A	2392.13'	85.00'	N 42°32'40" W	65.00'	2°12'10"
C3B	2392.13'	65.00'	N 44°54'58" W	65.00'	2°02'10"
C3C	2392.13'	113.74'	N 45°57'38" W	113.72'	2°43'28"
C4	272.00'	27.47'	N 43°44'32" E	27.40'	5°47'00"
C5	22050.32'	105.13'	S 55°04'50" E	105.13'	0°20'30"

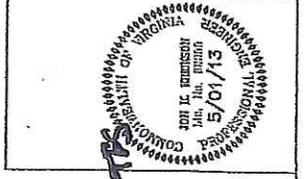


BATTLEFIELD HEIGHTS  
 DEED BOOK 480, PAGE 954  
 LONG WALK MAGISTERIAL DISTRICT  
 TOWN OF BERRYVILLE, VIRGINIA



MORRIS & RITCHIE ASSOCIATES, INC.  
 ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS  
 43760 TRADE CENTER PLACE  
 SUITE 110  
 STERLING, VA 20180  
 PHONE: (703) 674-9161 FAX: (703) 674-9187  
 MORRIS@RA.COM  
 Copyright 2012 Morris & Ritchie Associates, Inc.

DATE	REVISIONS
3/25/13	PER CLIENT AND TOWN COMMENTS
5/01/13	PER CLIENT AND TOWN COMMENTS
	DOWN BY TRF
	DESIGN BY: JIC
	REVISION BY: JIC
	SCALE 1" = 100'
	DATE: 02/29/2013
	JOB NO.: 17044



JOHN K. KARSKOWSKY  
 Surveyor  
 5/01/13

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.

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 9<sup>th</sup>, 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 11<sup>th</sup>, 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 9<sup>th</sup>, 2009 July 16<sup>th</sup>, 2009, August 4<sup>th</sup>, 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.

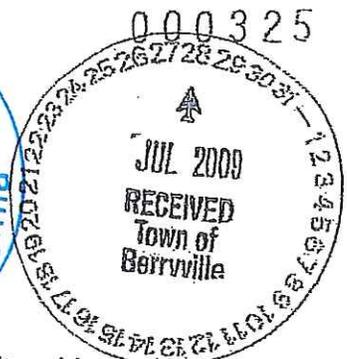
My Commission expires \_\_\_\_\_

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, 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. 9/1/15

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)~~ <sup>120</sup> units and shall be limited to an area containing ~~4.34~~ <sup>11</sup> +/- 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 30<sup>th</sup>, 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 30<sup>th</sup>, 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.~~

OCZ  
7/12/09

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  
~~City/~~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.: 223863

~~VIRGINIA UNITED METHODIST HOUSING DEVELOPMENT CORPORATION~~

By: [Signature] ✓

~~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: [Signature], on behalf of VIRGINIA UNITED METHODIST HOUSING DEVELOPMENT CORP.~~

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

[Signature]  
NOTARY PUBLIC  
Notary Registration No.: 7116723

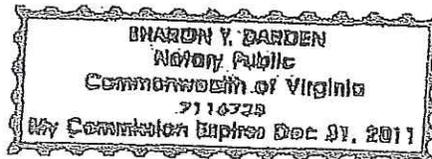
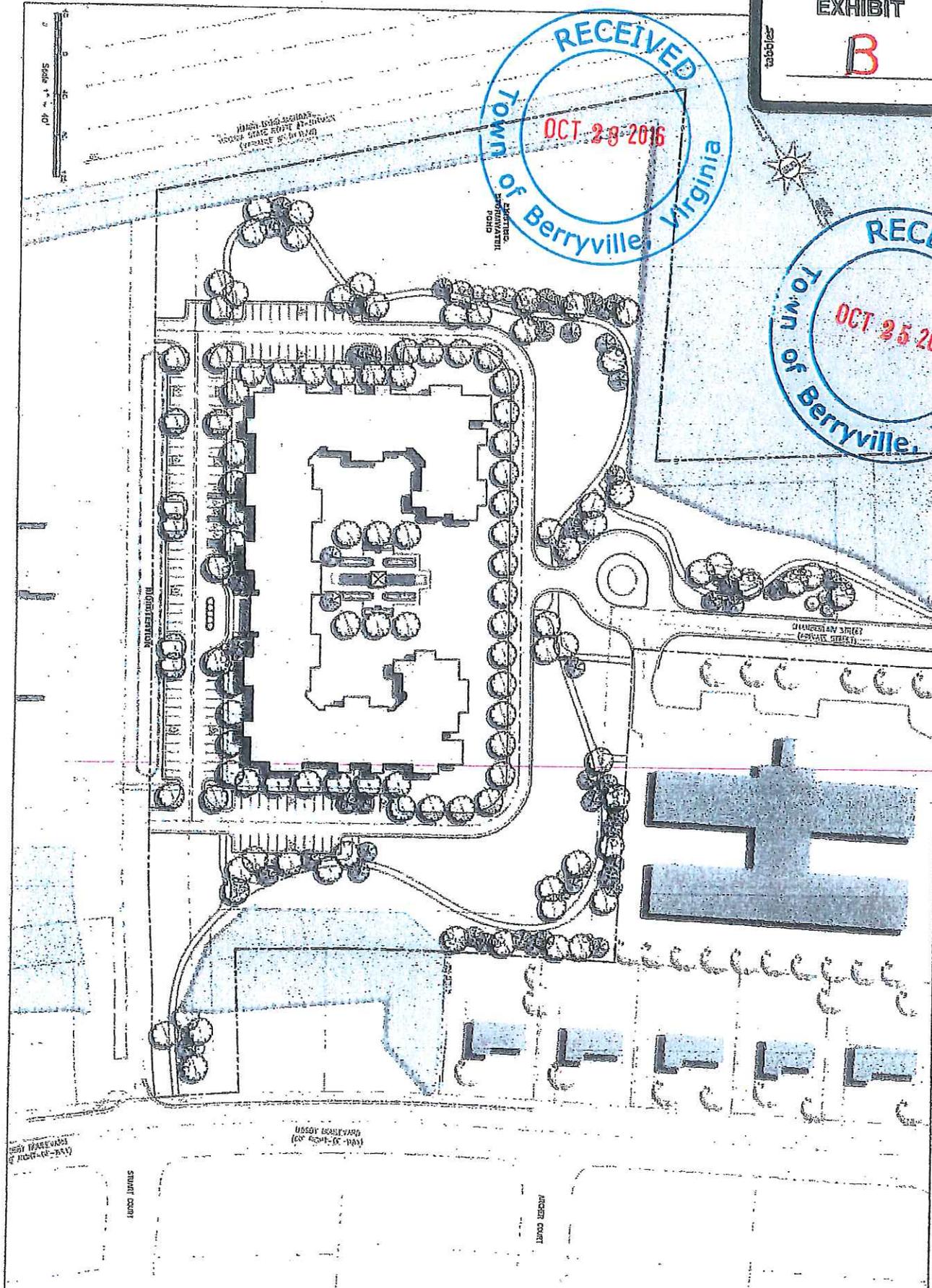




EXHIBIT  
tabblier  
**B**

RECEIVED  
TOWN of Berryville, Virginia  
OCT 23 2016

RECEIVED  
TOWN of Berryville, Virginia  
OCT 25 2016



NO.	DATE	DESCRIPTION
1	10/20/16	ISSUED FOR PERMIT
2	10/20/16	ISSUED FOR PERMIT
3	10/20/16	ISSUED FOR PERMIT
4	10/20/16	ISSUED FOR PERMIT
5	10/20/16	ISSUED FOR PERMIT
6	10/20/16	ISSUED FOR PERMIT
7	10/20/16	ISSUED FOR PERMIT
8	10/20/16	ISSUED FOR PERMIT
9	10/20/16	ISSUED FOR PERMIT
10	10/20/16	ISSUED FOR PERMIT

LAYOUT PLAN  
SITE PLAN  
MARLYN



**MORRIS & RITCHIE ASSOCIATES, INC.**  
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS  
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MRA0742014

DATE	REVISIONS

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**BERRYVILLE TOWN COUNCIL**

**MOTION TO AMEND PROFFERS APPROVED BY TOWN COUNCIL ON AUGUST 2009**

Date: January 10, 2017

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:

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Harry Lee Arnold, Jr., Recorder

# Attachment 7

Amendment to Town Council Meeting Procedures

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The Town has heard from a citizen who was concerned about names and addresses of those speaking before the Town Council being provided in approved minutes. In this particular instance, a web search of the individual's name provided his home address from Town Council minutes.

Staff took the liberty of changing the procedures last/this month to see if a new format might work. Instead of requiring speakers to provide their name and address, the new procedures require that the speaker only provide his/her name and to state whether he/she is a Town resident or not. It appeared to work well and we recommend amendment of the procedures.

Please find attached:

- pertinent section of the procedures adopted by the Town Council
- motion to adopt revised procedures

## CITIZEN PARTICIPATION

If a person wishes to address Town Council, he or she may do so in three instances.

### 1. Citizens' Forum

During every meeting, Town Council sets aside time to hear citizens' comment on any matter that they wish to bring to Council's attention.

### 2. Public Hearings

Formally advertised public hearings are held to provide the public with the opportunity to speak on the proposal or matter that has been advertised.

### 3. Other

The presiding officer may also solicit public comment, as he or she feels necessary.

Please note: Citizen speaking time is not intended to be a question and answer period or a debate. Citizen speaking time is afforded to provide citizens an opportunity to speak on topics affecting the Town. If citizens have questions of staff or Council, they should contact Town staff in advance of the meeting. Town staff will endeavor to provide the requested information to the public in a timely manner.

## PROCEDURES FOR ADDRESSING TOWN COUNCIL

Anyone wishing to speak during Citizens' Forum or a public hearing must:

- |
1. Enter his or her name and address on the sign-up sheet posted beside the agenda at the entrance to the meeting room. (This list will be collected by the Town Clerk just prior to the beginning of the meeting.)
  2. Be recognized by the presiding officer. (Speakers are recognized in the order they appear on the sign-up sheet.)
  3. Once recognized by the presiding officer, the speaker must state his or her name and address for the record and make his or her statement.
- |

### Please note:

1. *Any and all comments must be directed to the presiding officer who may, at his or her discretion, solicit a response.*
2. *If speakers wish to supply a written statement, it must be filed, along with other supporting material, with the Town Clerk.*

### Speaking time

Speakers must limit their remarks to three (3) minutes in length or less, whether speaking on behalf of a group or as an individual. No speaker may yield time to another speaker. The presiding officer, at his or her discretion, may amend this provision to further limit or expand speaking time.

BERRYVILLE TOWN COUNCIL

MOTION TO ADOPT AMENDED MEETING PROCEEDURES

Date: January 10, 2017

Motion By:

Second By:

I move that the Council of the Town of Berryville adopt amended Meeting Procedures as attached.

VOTE:

Aye:

Nay:

Absent:

Attest: \_\_\_\_\_  
Harry L. Arnold, Jr., Recorder

TOWN OF BERRYVILLE

# Town Council

## *Agenda and Meeting Procedures*

[www.berryvilleva.gov](http://www.berryvilleva.gov)

### **THE TOWN OF BERRYVILLE WELCOMES YOU!**

Meetings of Town Council are formal proceedings and are therefore conducted in accordance with specific standards. The purpose of this document is to provide citizens and guests with information necessary to participate effectively in this public process.

Please note that public meetings may be audio recorded.

Revised 1/2017

## **CITIZEN PARTICIPATION**

If a person wishes to address Town Council, he or she may do so in three instances.

### **1. Citizens' Forum**

During every meeting, Town Council sets aside time to hear citizens' comment on any matter that they wish to bring to Council's attention.

### **2. Public Hearings**

Formally advertised public hearings are held to provide the public with the opportunity to speak on the proposal or matter that has been advertised.

### **3. Other**

The presiding officer may also solicit public comment, as he or she feels necessary.

*Please note:* Citizen speaking time is not intended to be a question and answer period or a debate. Citizen speaking time is afforded to provide citizens an opportunity to speak on topics affecting the Town. If citizens have questions of staff or Council, they should contact Town staff in advance of the meeting. Town staff will endeavor to provide the requested information to the public in a timely manner.

## **PROCEDURES FOR ADDRESSING TOWN COUNCIL**

Anyone wishing to speak during Citizens' Forum or a public hearing must:

1. Enter his or her name and indicate whether he or she is a Town resident on the sign-up sheet posted beside the agenda at the entrance to the meeting room. (This list will be collected by the Town Clerk just prior to the beginning of the meeting.)
2. Be recognized by the presiding officer. (Speakers are recognized in the order they appear on the sign-up sheet.)
3. Once recognized by the presiding officer, the speaker must state his or her name and state whether he or she is a Town resident.

*Please note:*

1. *Any and all comments must be directed to the presiding officer who may, at his or her discretion, solicit a response.*
2. *If speakers wish to supply a written statement, it must be filed, along with other supporting material, with the Town Clerk.*

*Speaking time*

Speakers must limit their remarks to three (3) minutes in length or less, whether speaking on behalf of a group or as an individual. No speaker may yield time to another speaker. The presiding officer, at his or her discretion, may amend this provision to further limit or expand speaking time.

## **PUBLIC HEARING PROCEDURES**

1. The presiding officer will call the public hearing to order and direct staff to read the notice and give a brief report on the nature of the request.
2. The presiding officer will recognize the applicant. The applicant may speak for not more than ten (10) minutes.
3. The presiding officer will recognize those members of the public that have entered their names on the speaker list. These persons may speak for three (3) minutes and must comply with the speaking procedures outlined previously.
4. The presiding officer may recognize the applicant for another period of time not to exceed five minutes.
5. The presiding officer will entertain questions from Town Council to staff or the applicant.
6. The presiding officer will adjourn the public hearing.
7. The Town Council will discuss and review the request during their regular session. The presiding officer, at his or her discretion, may amend these procedures. The presiding officer may conclude the public hearing whenever he or she determines that further comment would be repetitive or inappropriate.

## **INFORMATION REGARDING TOWN COUNCIL MEETINGS**

If you have any questions, you may contact the Town Clerk at 540-955-1099 or by email at [townclerk@berryvilleva.gov](mailto:townclerk@berryvilleva.gov).

## **ACCOMMODATIONS**

The Town of Berryville does not discriminate with respect to admission to its programs and activities by persons with disabilities. Accommodations for persons with disabilities will be made upon prior request. To request such accommodation, please contact the Town Clerk at 540-955-1099 or by email at [townclerk@berryvilleva.gov](mailto:townclerk@berryvilleva.gov).

In addition, the facility is equipped with an audio amplification system to provide assistance to the hearing impaired. If not requested in advance, please ask Town personnel near the front of the meeting room for assistance with the equipment needed to access the amplified audio feed from the proceedings.

## **EMERGENCY PROCEDURES**

In the event an emergency occurs during a meeting, the presiding officer and town staff, including law enforcement, will provide all attendees with direction regarding building evacuation or sheltering in place.

Please take a moment to familiarize yourself with the exits in the meeting area.

## **ATTENDEES**

The following individuals are generally in attendance at each meeting:

### *Elected Officials*

Mayor	Patricia Dickinson
Recorder	Harry Lee Arnold, Jr.
Council Member, Ward 1	Donna Marie McDonald
Council Member, Ward 2	H. Allen Kitselman
Council Member, Ward 3	Erecka L. Gibson
Council Member, Ward 4	David Tollett

### *Town Staff*

Town Manager	Keith Dalton
Assistant Town Manager/Treasurer	Desiree Moreland
Assistant Town Manager/Planner	Christy Dunkle
Town Clerk	Ann Phillips
Chief of Police	Neal White

## **Terms of Office**

All members of Town Council are elected by Town residents for a term of four years.

## **Duties of Mayor and Recorder**

The Mayor is the presiding officer at all Town Council meetings. In the event that the Mayor is absent, the Recorder assumes the duties of the presiding officer.

## **Town Manager**

The Town Manager is appointed by the Town Council. The Town Manager may speak on any issue before the Town Council, but as an appointed official, may not vote.

## **CONTACT LIST FOR TOWN STAFF**

**Physical Address: 101 Chalmers Court, Suite A Berryville, VA, 22611**

Town Manager	<a href="mailto:townmanager@berryvilleva.gov">townmanager@berryvilleva.gov</a>	540-955-1099
Asst. Town Manager/Treasurer	<a href="mailto:treasurer@berryvilleva.gov">treasurer@berryvilleva.gov</a>	540-955-1099
Asst. Town Manager/Planner	<a href="mailto:planner@berryvilleva.gov">planner@berryvilleva.gov</a>	540-955-4081
Town Clerk	<a href="mailto:townclerk@berryvilleva.gov">townclerk@berryvilleva.gov</a>	540-955-1099
Chief of Police	<a href="mailto:chiefofpolice@berryvilleva.gov">chiefofpolice@berryvilleva.gov</a>	540-955-3863 (non-emergency)

# Attachment 8

**MINUTES**  
**BERRYVILLE TOWN COUNCIL**  
**BUDGET AND FINANCE COMMITTEE**  
**Berryville-Clarke County Government Center**  
**Called Meeting**  
**December 15, 2016**  
**10:00 a.m.**

**Committee members:** Present- Erecka Gibson, Chair; Patricia Dickinson  
**Staff:** Keith Dalton, Town Manager; Desiree Moreland, Asst. Town Manager/Treasurer  
**Others:** Harry Lee Arnold Jr.; Marilyn Pierce  
**Press:** Cathy Kuehner, Winchester Star

1. Call to Order

Chair Gibson called the meeting to order at 10:00 a.m.

2. Discussion – Mapping of Internal Controls RFP Review

Chair Gibson said the committee needed to finalize review criteria for the Mapping Request for Proposals. The committee discussed the specifics of the review criteria and developed weighting for each review item. **Upon motion of Ms. Dickinson, seconded by Chair Gibson, the committee unanimously approved the attached Evaluation Criteria Review Sheet.**

The committee then agreed to the following schedule for RFP review:

- 12/15/16 to 1/8/17 each member review and evaluate submissions.
- 1/9/17 deadline for submission of valuations to the Town Clerk
- Staff calculates results of evaluations
- 1/10/17 staff provides results of evaluation to review Committee (Chair Gibson, Ms. Dickinson, and Mr. Dalton) and schedules interviews with top three firms with tentative interview dates being 1/24/17 & 1/31/17 from 9:00 a.m. noon (45 minute slots provided)

With the evaluation criteria and review process agreed upon, Mr. Dalton provided packets containing the eight submissions received from the RFP. He noted that the packet contained a spreadsheet prepared by the Town Clerk that contained the results of her review of the proposals as it relates to mandatory elements.

3. Adjourn

The committee adjourned at 10:32 a.m.

# Attachment 9

Town Council  
MOTION TO ADOPT RESOLUTION  
TO AMEND FY 2016-2017 BUDGET

Date: January 10, 2017

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

I hereby move that the Council of the Town of Berryville  
adopt the attached Resolution to Amend the FY 2016-2017  
Budget.

VOTE:

Aye:

Nay:

Absent:

ATTEST: \_\_\_\_\_  
Harry L. Arnold, Jr., Recorder

## RESOLUTION TO AMEND FY 2016-2017 BUDGET

WHEREAS, THE Town of Berryville FY 2016-2017 Budget was approved and appropriated on the fourteenth day of June, 2016, and

WHEREAS, THE Public Hearing on said budget was held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Council of the Town of Berryville, that the following amendments to the approved budget for FY 2016-2017 be made:

	<u>From</u>	<u>To</u>
WATER FUND REVENUES		
501-3000000-0000 Fund Balance	.00	70,000.00
WATER FUND EXPENSES		
Capital Outlay		
501-4094200-8361 Water Line Upgrades	75,000.00	145,000.00
SEWER FUND REVENUES		
502-3000000-0000 Fund Balance	.00	90,000.00
WATER FUND EXPENSES		
Capital Outlay		
502-4094200-8545 Membrane Pre-purchase	.00	90,000.00

**FY 16-17 BUDGET REVENUES**

Account Number	Account Description	Prior Year Budget 2014-2015	Prior Year Budget 2015-2016	APPROVED 2016-2017	PROPOSED AMENDED 2016-2017
<b>GENERAL FUND</b>					
<b>FUND BALANCE</b>					
100-300000-0000	FUND BALANCE FORWARD	\$ 386,940.00	\$ -		
	<b>TOTAL FUND BALANCE</b>	\$ 386,940.00	\$ -		
<b>REVENUE FROM LOCAL SOURCES</b>					
100-3110101-0000	CURRENT REAL ESTATE TAXES	\$ 660,000.00	\$ 881,500.00	\$ 885,000.00	\$ 885,000.00
100-3110102-0000	DEL REAL ESTATE TAXES	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
100-3110201-0000	UTILITY REAL ESTATE TAXES	\$ 7,000.00	\$ 7,000.00	\$ 11,200.00	\$ 11,200.00
100-3110301-0000	CURRENT PERS PROP TAXES	\$ 170,000.00	\$ 216,000.00	\$ 230,000.00	\$ 230,000.00
100-3110302-0000	DEL PERS PROP TAXES	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
100-3110401-0000	MACHINERY & TOOLS	\$ 163,000.00	\$ 160,000.00	\$ 207,000.00	\$ 207,000.00
100-3110601-0000	TAX PENALTIES	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
100-3110602-0000	TAX INTEREST	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
	<b>TOTAL REV FROM LOCAL SOURCES</b>	\$ 1,010,000.00	\$ 1,274,500.00	\$ 1,346,700.00	\$ 1,346,700.00
<b>OTHER LOCAL TAXES</b>					
100-3120101-0000	LOCAL SALES TAX	\$ 160,000.00	\$ 175,000.00	\$ 190,000.00	\$ 190,000.00
100-3120201-0000	CONSUMER UTILITY TAX	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
100-3120300-0000	BUSINESS LICENSE	\$ 185,000.00	\$ 185,000.00	\$ 185,000.00	\$ 185,000.00
100-3120402-0000	REC FRANCHISE FEES	\$ 25,000.00	\$ 27,000.00	\$ 35,000.00	\$ 35,000.00
100-3120501-0000	AUTO LICENSE	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
100-3120601-0000	BANK FRANCHISE TAXES	\$ 110,000.00	\$ 140,000.00	\$ 145,000.00	\$ 145,000.00
100-3120801-0000	CIGARETTE TAX (10¢)	\$ -	\$ 1,300.00	\$ 42,500.00	\$ 42,500.00
100-3121001-0000	LODGING TAX (2%)	\$ -	\$ 17,500.00	\$ 9,000.00	\$ 9,000.00
100-3121101-0000	MEALS TAX (4%)	\$ 192,000.00	\$ 185,000.00	\$ 190,000.00	\$ 190,000.00
	<b>TOTAL OTHER LOCAL TAXES</b>	\$ 852,000.00	\$ 910,800.00	\$ 976,500.00	\$ 976,500.00
<b>PERMITS, FEES &amp; LICENSES</b>					
100-3130304-0000	LAND USE APPLICATION FEES	\$ 1,000.00	\$ 1,500.00	\$ 500.00	\$ 500.00
100-3130307-0000	ZONING & SUBDIVISION FEES	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	<b>TOTAL PERMITS, FEES &amp; LICENSES</b>	\$ 11,000.00	\$ 11,500.00	\$ 10,500.00	\$ 10,500.00
<b>FINES &amp; FORFEITURES</b>					
100-3140101-0000	COURT FINES	\$ 20,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
100-3140102-0000	PARKING METER FINES	\$ 2,750.00	\$ 2,000.00	\$ 3,300.00	\$ 3,300.00
	<b>TOTAL FINES &amp; FORFEITURES</b>	\$ 22,750.00	\$ 32,000.00	\$ 28,300.00	\$ 28,300.00
<b>REVENUE FROM MONEY OR PROP</b>					
100-3150101-0000	INTEREST ON DEPOSITS	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
100-3150201-0000	RENTAL OF PROPERTY	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
100-3150205-0000	WATER TANK SITE LEASE	\$ 63,600.00	\$ 64,500.00	\$ 66,250.00	\$ 66,250.00
	<b>TOTAL FROM MONEY OR PROP</b>	\$ 82,600.00	\$ 82,500.00	\$ 84,250.00	\$ 84,250.00
<b>CHARGES FOR SERVICES</b>					
100-3160703-0000	PARKING METERS	\$ 8,000.00	\$ 8,000.00	\$ 11,000.00	\$ 11,000.00
100-3161502-0000	SALE OF PUBLICATIONS	\$ 100.00	\$ 100.00	\$ -	\$ -
	<b>TOTAL CHARGES FOR SERVICES</b>	\$ 8,100.00	\$ 8,100.00	\$ 11,000.00	\$ 11,000.00
<b>MISCELLANEOUS REVENUES</b>					
100-3189905-0000	SALE OF SURPLUS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	<b>TOTAL MISC REVENUES</b>	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
<b>RECOVERED COSTS</b>					
100-3190203-0000	REIMBURSABLE FEES	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	<b>TOTAL RECOVERED COSTS</b>	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
<b>TOTAL LOCAL REVENUES</b>		\$ 2,379,390.00	\$ 2,325,400.00	\$ 2,463,250.00	\$ 2,463,250.00

<b>REVENUE FROM THE COMMONWEALTH</b>						
<b>NON-CATEGORICAL AID</b>						
100-3220107-0000	ROLLING STOCK TAX	\$	2,000.00	\$	2,000.00	\$ 2,000.00
100-3220109-0000	PPTRA	\$	209,917.00	\$	209,917.00	\$ 209,917.00
100-3220201-0000	COMMUNICATION TAX	\$	90,000.00	\$	90,000.00	\$ 90,000.00
	<b>TOTAL NON-CATEGORICAL AID</b>	\$	<b>301,917.00</b>	\$	<b>301,917.00</b>	\$ <b>301,917.00</b>
<b>CATEGORICAL AID</b>						
100-3240103-0000	599 LAW ENFORCEMENT GRANT	\$	74,052.00	\$	74,052.00	\$ 74,052.00
100-3240103-0000	LE BLOCK GRANT	\$	-	\$	-	\$ 10,000.00
100-3240201-0000	FIRE FUND PROGRAM	\$	11,187.00	\$	14,000.00	\$ 14,000.00
100-3240300-0000	VDOT LANE MILE ALLOWANCE	\$	431,812.00	\$	431,812.00	\$ 474,787.00
100-3240301-0000	VDOT ROAD MAINTENANCE	\$	10,000.00	\$	10,000.00	\$ 10,000.00
100-3240302-0000	LITTER CONTROL GRANT	\$	2,000.00	\$	2,000.00	\$ 2,000.00
100-3240311-0000	ST EMERGENCY R&R	\$	-	\$	-	\$ -
100-3240312-0000	VA COMMISSION FOR THE ARTS	\$	5,000.00	\$	5,000.00	\$ 5,000.00
100-3240710-0000	DMV ANIMAL FRIENDLY PLATES			\$	30.00	\$ 30.00
	<b>TOTAL CATEGORICAL AID</b>	\$	<b>534,051.00</b>	\$	<b>536,864.00</b>	\$ <b>589,869.00</b>
<b>TOTAL FROM THE COMMONWEALTH</b>		\$	<b>835,968.00</b>	\$	<b>838,781.00</b>	\$ <b>891,786.00</b>

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

<b>REVENUE FROM OTHER SOURCES</b>						
<b>NON-REVENUE RECEIPTS</b>						
100-3410201-0000	MISCELLANEOUS REVENUES	\$	1,000.00	\$	1,000.00	\$ 1,000.00
	<b>TOTAL FROM OTHER SOURCES</b>	\$	<b>1,000.00</b>	\$	<b>1,000.00</b>	\$ <b>1,000.00</b>
<b>TOTAL FROM OTHER SOURCES</b>		\$	<b>1,000.00</b>	\$	<b>1,000.00</b>	\$ <b>1,000.00</b>
<b>TOTAL GENERAL FUND REVENUES</b>		\$	<b>3,216,358.00</b>	\$	<b>3,165,181.00</b>	\$ <b>3,356,036.00</b>

<b>WATER FUND</b>						
<b>FUND BALANCE</b>						
501-3000000-0000	FUND BALANCE	\$	-	\$	-	\$ 70,000.00
	<b>TOTAL FUND BALANCE</b>	\$	<b>-</b>	\$	<b>-</b>	\$ <b>70,000.00</b>
<b>REVENUE FROM MONEY OR PROP</b>						
501-3150102-0000	INTEREST ON INVESTMENTS	\$	5,000.00	\$	3,000.00	\$ 3,000.00
	<b>TOTAL FROM USE OF MONEY OR PROP</b>	\$	<b>5,000.00</b>	\$	<b>3,000.00</b>	\$ <b>3,000.00</b>
<b>CHARGES FOR SERVICES</b>						
501-3160110-0000	TREATMENT FEES	\$	754,000.00	\$	800,900.00	\$ 825,000.00
501-3160111-0000	DELINQUENT ACCT PENALTIES	\$	30,000.00	\$	30,000.00	\$ 30,000.00
501-3160112-0000	SECURITY DEPOSITS	\$	100.00	\$	100.00	\$ 100.00
501-3160113-0000	AVAILABILITY CHARGES	\$	26,250.00	\$	52,500.00	\$ 78,050.00
501-3160114-0000	CONNECTION CHARGES	\$	-	\$	-	\$ -
501-3160115-0000	METER FEES	\$	1,625.00	\$	3,250.00	\$ 4,550.00
	<b>TOTAL CHARGES FOR SERVICES</b>	\$	<b>811,975.00</b>	\$	<b>886,750.00</b>	\$ <b>937,700.00</b>

<b>TOTAL WATER FUND</b>	\$	816,975.00	\$	889,750.00	\$	940,700.00	\$	1,010,700.00
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<b>SEWER FUND</b>								
<b>FUND BALANCE</b>								
502-3000000-0000	FUND BALANCE	\$	-	\$	-	\$	-	\$ 90,000.00
	<b>TOTAL FUND BALANCE</b>	\$	-	\$	-	\$	-	\$ 90,000.00
<b>REVENUE FROM MONEY OR PROP</b>								
502-3150101-0000	INTEREST INCOME	\$	8,000.00	\$	5,000.00	\$	5,000.00	\$ 5,000.00
	<b>TOTAL REVENUE FROM MONEY OR PROP</b>	\$	8,000.00	\$	5,000.00	\$	5,000.00	\$ 5,000.00
<b>CHARGES FOR SERVICES</b>								
502-3160110-0000	TREATMENT FEES	\$	1,486,000.00	\$	1,570,000.00	\$	1,620,000.00	\$ 1,620,000.00
502-3160112-0000	SECURITY DEPOSITS	\$	100.00	\$	100.00	\$	100.00	\$ 100.00
502-3160113-0000	AVAILABILITY CHARGES	\$	113,750.00	\$	227,500.00	\$	318,500.00	\$ 318,500.00
	<b>TOTAL CHARGES FOR SERVICES</b>	\$	1,599,850.00	\$	1,797,600.00	\$	1,938,600.00	\$ 1,938,600.00

<b>REVENUE FROM OTHER SOURCES</b>								
<b>NON-REVENUE RECEIPTS</b>								
502-3410401-0000	VRA LOAN	\$	-	\$	-	\$	-	\$ -
502-3410402-0000	WQIF Grant	\$	-	\$	-	\$	-	\$ -
	<b>TOTAL NON-REVENUE RECEIPTS</b>	\$	-	\$	-	\$	-	\$ -

<b>TOTAL FROM OTHER SOURCES</b>	\$	-	\$	-	\$	-	\$	-
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<b>TOTAL SEWER FUND</b>	\$	1,607,850.00	\$	1,802,600.00	\$	1,943,600.00	\$	2,033,600.00
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<b>TOTAL REVENUES ALL FUNDS</b>	\$	5,641,183.00	\$	5,857,531.00	\$	6,240,336.00	\$	6,400,336.00
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**FY 16-17 BUDGET EXPENSES**

Account Number	Account Description	Prior Year Budget 2014-2015	Prior Year Budget 2015-2016	APPROVED 2016-2017	APPROVED 2016-2017
<b>GENERAL FUND</b>					
<b>TOWN COUNCIL</b>					
100-4011100-1111	EXPENSE COMPENSATION	\$ 18,900.00	\$ 18,900.00	\$ 18,900.00	\$ 18,900.00
100-4011100-5540	TRAINING	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
100-4011100-5699	LOCAL CONTRIBUTIONS	\$ -	\$ -	\$ -	\$ -
100-4011100-5800	MISCELLANEOUS	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
100-4011100-5810	Dues	\$ 2,300.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
100-4011100-6017	TOWN CODE SUPPLEMENTS	\$ 2,250.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
100-4011100-6018	STATE CODE SUPPLEMENTS	\$ -	\$ -	\$ -	\$ -
	<b>TOTAL TOWN COUNCIL</b>	\$ 25,950.00	\$ 25,900.00	\$ 25,900.00	\$ 25,900.00
<b>TOWN CLERK</b>					
100-4011200-1114	SALARIES/WAGES/TNCLK	\$ 44,290.00	\$ 36,800.00	\$ 40,300.00	\$ 40,300.00
100-4011200-2100	MATCHING FICA EXPENSE (7.65 %)			\$ 3,080.00	\$ 3,080.00
100-4011200-5540	EDUCATION/TRAINING	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
100-4011200-5810	DUES	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
	<b>TOTAL TOWN CLERK</b>	\$ 44,990.00	\$ 38,000.00	\$ 44,580.00	\$ 44,580.00
<b>TOWN MANAGER</b>					
100-4012110-1112	COMPENSATION	\$ 124,800.00	\$ 129,000.00	\$ 129,000.00	\$ 129,000.00
100-4012110-2100	MATCHING FICA EXPENSE (7.65 %)			\$ 9,850.00	\$ 9,850.00
100-4012110-5230	TELECOMMUNICATIONS		\$ 600.00	\$ 600.00	\$ 600.00
100-4012110-5510	MILEAGE	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
100-4012110-5540	TRAINING	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
100-4012110-5810	DUES	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00

	<b>TOTAL TOWN MANAGER</b>	\$	126,250.00	\$	131,050.00	\$	140,900.00	\$	140,900.00
	<b>LEGAL SERVICES</b>								
100-4012210-3150	PROFESSIONAL SERVICES	\$	30,000.00	\$	30,000.00	\$	20,000.00	\$	20,000.00
	<b>TOTAL LEGAL SERVICES</b>	\$	30,000.00	\$	30,000.00	\$	20,000.00	\$	20,000.00
	<b>PERSONNEL</b>								
100-4012220-2100	SOCIAL SECURITY	\$	71,300.00	\$	69,940.00	\$	-	\$	-
100-4012220-2210	VRS	\$	80,210.00	\$	102,200.00	\$	116,350.00	\$	116,350.00
100-4012220-2220	VMLIP - STD	\$	580.00	\$	560.00	\$	570.00	\$	570.00
100-4012220-2230	VMLIP - LTD	\$	5,100.00	\$	4,905.00	\$	5,145.00	\$	5,145.00
100-4012220-2250	Line of Duty Act	\$	3,000.00	\$	3,550.00	\$	3,750.00	\$	3,750.00
100-4012220-2300	HEALTH INSURANCE	\$	133,000.00	\$	140,635.00	\$	154,650.00	\$	154,650.00
100-4012220-2400	LIFE INSURANCE	\$	12,300.00	\$	10,785.00	\$	11,320.00	\$	11,320.00
100-4012220-2600	UNEMPLOYMENT INSURANCE	\$	800.00	\$	675.00	\$	270.00	\$	270.00
100-4012220-2700	WORKER'S COMPENSATION	\$	30,000.00	\$	24,000.00	\$	21,750.00	\$	21,750.00
100-4012220-3110	RANDOM DRUG SCREENING	\$	450.00	\$	500.00	\$	750.00	\$	750.00
	<b>TOTAL PERSONNEL</b>	\$	336,740.00	\$	357,750.00	\$	314,555.00	\$	314,555.00
	<b>INDEPENDENT AUDITOR</b>								
100-4012240-3120	CONTRACTUAL SERVICES	\$	15,100.00	\$	15,300.00	\$	16,000.00	\$	16,000.00
	<b>TOTAL INDEPENDENT AUDITOR</b>	\$	15,100.00	\$	15,300.00	\$	16,000.00	\$	16,000.00
	<b>TOWN TREASURER</b>								
100-4012410-1113	COMPENSATION	\$	89,600.00	\$	90,800.00	\$	92,800.00	\$	92,800.00
100-4012410-2100	MATCHING FICA EXPENSE (7.65 %)			\$	7,000.00	\$	7,000.00	\$	7,000.00
100-4012410-3130	PROFESSIONAL SER/TAX CONV	\$	-	\$	2,000.00	\$	2,000.00	\$	2,000.00
100-4012410-3150	PROFESSIONAL SER/VEC	\$	950.00	\$	100.00	\$	100.00	\$	100.00
100-4012410-5306	SURETY BONDS	\$	300.00	\$	300.00	\$	300.00	\$	300.00
100-4012410-5540	TRAINING	\$	1,000.00	\$	1,500.00	\$	1,500.00	\$	1,500.00
100-4012410-5810	DUES	\$	150.00	\$	300.00	\$	300.00	\$	300.00
100-4012410-6015	AUTO DECALS			\$	250.00	\$	250.00	\$	250.00
	<b>TOTAL TOWN TREASURER</b>	\$	92,000.00	\$	95,000.00	\$	104,250.00	\$	104,250.00
	<b>FINANCE/ACCOUNTING</b>								
100-4012430-1113	COMPENSATION	\$	56,220.00	\$	58,600.00	\$	64,400.00	\$	64,400.00
100-4012430-2100	MATCHING FICA EXPENSE (7.65 %)			\$	4,900.00	\$	4,900.00	\$	4,900.00
100-4012430-5540	TRAINING	\$	400.00	\$	200.00	\$	500.00	\$	500.00
	<b>TOTAL FINANCE/ACCOUNTING</b>	\$	56,620.00	\$	58,800.00	\$	69,800.00	\$	69,800.00
	<b>CENTRAL ADM/PURCHASING</b>								
100-4012530-3320	MAINTENANCE CONTRACTS	\$	34,525.00	\$	22,350.00	\$	25,000.00	\$	25,000.00
100-4012530-3400	WEB SITE	\$	2,000.00	\$	5,135.00	\$	5,000.00	\$	5,000.00
100-4012530-3501	NEWSLETTER	\$	1,500.00	\$	1,000.00	\$	250.00	\$	250.00
100-4012530-3600	ADVERTISING	\$	7,000.00	\$	7,000.00	\$	7,000.00	\$	7,000.00
100-4012530-5210	POSTAGE	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00
100-4012530-5230	TELECOMMUNICATIONS	\$	2,100.00	\$	1,200.00	\$	400.00	\$	400.00
100-4012530-5415	COPIER LEASE			\$	3,000.00	\$	3,000.00	\$	3,000.00
100-4012530-5540	TRAINING	\$	750.00	\$	1,500.00	\$	1,500.00	\$	1,500.00
100-4012530-5810	DUES	\$	500.00	\$	500.00	\$	500.00	\$	500.00
100-4012530-6001	OFFICE SUPPLIES	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	11,000.00
	<b>TOTAL CENTRAL ADM/PURCHASING</b>	\$	67,375.00	\$	60,685.00	\$	61,650.00	\$	61,650.00
	<b>RISK MANAGEMENT</b>								
100-4012550-5304	BLANKET EXCESS LIABILITY	\$	13,500.00	\$	13,200.00	\$	11,000.00	\$	11,000.00
100-4012550-5305	AUTOMOBILE INSURANCE	\$	9,000.00	\$	9,300.00	\$	9,000.00	\$	9,000.00
100-4012550-5307	VARISK-2		0	\$	-	\$	-	\$	-
100-4012550-5308	SEMI-MULTI PERIL INS	\$	11,500.00	\$	26,500.00	\$	29,150.00	\$	29,150.00
100-4012550-5800	INSURANCE DEDUCTIBLES	\$	3,000.00	\$	3,000.00	\$	3,000.00	\$	3,000.00
	<b>TOTAL RISK MANAGEMENT</b>	\$	37,000.00	\$	52,000.00	\$	52,150.00	\$	52,150.00
	<b>ENGINEERING SERVICES</b>								
100-4012600-3140	ENGINEERING SERVICES	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
	<b>TOTAL ENGINEERING SERVICES</b>	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00

	<b>ELECTIONS</b>						
100-4013100-1125	ELECTION OFFICIALS	\$	500.00	\$	500.00	\$	500.00
100-4013100-6001	OFFICE SUPPLIES	\$	1,000.00	\$	1,000.00	\$	1,000.00
	<b>TOTAL ELECTIONS</b>	\$	1,500.00	\$	1,500.00	\$	1,500.00
	<b>PUBLIC DEFENDER FEES</b>						
100-4021500-3150	PUBLIC DEFENDER FEES	\$	2,000.00	\$	2,000.00	\$	2,000.00
	<b>TOTAL PUBLIC DEFENDER FEES</b>	\$	2,000.00	\$	2,000.00	\$	2,000.00
	<b>POLICE DEPARTMENT</b>						
100-4031100-1139	COMPENSATION	\$	500,000.00	\$	479,600.00	\$	534,600.00
100-4031100-2100	MATCHING FICA EXPENSE (7.65 %)			\$		\$	40,900.00
100-4031100-3110	MEDICAL EXAMINATIONS	\$	500.00	\$	500.00	\$	500.00
100-4031100-3115	PRE EMPLOYMENT DRUG SCREEN	\$	500.00	\$	1,000.00	\$	1,000.00
100-4031100-3190	INTERPRETER	\$	400.00	\$	400.00	\$	400.00
100-4031100-3310	REPAIR & MAINTENANCE	\$	9,875.00	\$	12,000.00	\$	14,000.00
100-4031100-3320	MAINTENANCE CONTRACTS	\$	8,088.00	\$	7,500.00	\$	9,850.00
100-4031100-4082	WILDLIFE MANAGEMENT	\$	1,000.00	\$	1,000.00	\$	1,000.00
100-4031100-5210	POSTAGE	\$	275.00	\$	250.00	\$	250.00
100-4031100-5230	TELECOMMUNICATIONS	\$	1,550.00	\$	4,044.00	\$	4,044.00
100-4031100-5415	COPIER LEASE			\$	3,000.00	\$	3,000.00
100-4031100-5540	TRAINING	\$	8,000.00	\$	9,500.00	\$	9,500.00
100-4031100-5810	DUES	\$	3,045.00	\$	2,050.00	\$	700.00
100-4031100-5815	COMMUNITY RELATIONS	\$	700.00	\$	900.00	\$	1,200.00
100-4031100-6001	OFFICE SUPPLIES	\$	1,850.00	\$	1,850.00	\$	2,350.00
100-4031100-6008	GASOLINE & OIL	\$	24,288.00	\$	20,000.00	\$	14,000.00
100-4031100-6010	POLICE SUPPLIES	\$	8,000.00	\$	12,300.00	\$	13,500.00
100-4031100-6011	UNIFORMS	\$	3,000.00	\$	4,000.00	\$	4,000.00
	<b>TOTAL POLICE DEPARTMENT</b>	\$	571,071.00	\$	559,894.00	\$	654,794.00
	<b>TRAFFIC CONTROL</b>						
100-4031300-5699	COUNTY CONT/CROSSING GD	\$	2,500.00	\$	2,500.00	\$	2,500.00
	<b>TOTAL TRAFFIC CONTROL</b>	\$	2,500.00	\$	2,500.00	\$	2,500.00
	<b>EMERGENCY SERVICES</b>						
100-4031400-5699	CONTRIBUTION/CC CENT ALRM	\$	2,000.00	\$	2,000.00	\$	2,000.00
	<b>TOTAL EMERGENCY SERVICES</b>	\$	2,000.00	\$	2,000.00	\$	2,000.00
	<b>VOLUNTEER FIRE DEPARTMENT</b>						
100-4032200-5699	CONTRIBUTION/JHEVFD	\$	25,000.00	\$	25,000.00	\$	25,000.00
100-4032200-5707	FIRE FUND PROGRAM	\$	11,187.00	\$	14,000.00	\$	14,000.00
	<b>TOTAL VOLUNTEER FIRE DEPT</b>	\$	36,187.00	\$	39,000.00	\$	39,000.00
	<b>RESCUE SERVICES</b>						
100-4032300-5699	PROFESSIONAL SER EMT""	\$	67,920.00	\$	67,920.00	\$	50,000.00
	<b>TOTAL RESCUE SERVICES</b>	\$	67,920.00	\$	67,920.00	\$	50,000.00
	<b>CORRECTION &amp; DETENTION</b>						
100-4033200-5550	CONFINEMENT OF PRISONERS	\$	250.00	\$	250.00	\$	250.00
	<b>TOTAL CORRECTION &amp; DETENTION</b>	\$	250.00	\$	250.00	\$	250.00
	<b>PUBLIC WORKS ADMINISTRATION</b>						
100-4041100-1140	COMPENSATION	\$	42,425.00	\$	42,700.00	\$	44,450.00
100-4041100-2100	MATCHING FICA EXPENSE (7.65 %)			\$		\$	3,400.00
100-4041100-3110	MEDICAL EXAMS	\$	525.00	\$	525.00	\$	525.00
100-4041100-3310	VEHICLE REP & MAINTENANCE	\$	6,000.00	\$	7,000.00	\$	7,000.00
100-4041100-5120	FUEL OIL/HEAT	\$	3,325.00	\$	3,325.00	\$	3,325.00
100-4041100-5230	TELECOMMUNICATIONS	\$	3,800.00	\$	4,400.00	\$	3,800.00
100-4041100-5415	COPIER LEASE			\$	2,100.00	\$	2,250.00
100-4041100-5540	TRAINING	\$	500.00	\$	500.00	\$	500.00
100-4041100-6001	OFFICE SUPPLIES	\$	500.00	\$	500.00	\$	500.00
	<b>TOTAL PUBLI WKS ADMINISTRATION</b>	\$	57,075.00	\$	61,050.00	\$	65,750.00
	<b>HWYS, STS BRIDGES &amp; SDWLKS</b>						

100-4041200-1183	COMPENSATION	\$	117,600.00	\$	123,855.00	\$	127,500.00	\$	127,500.00
100-4041200-2100	MATCHING FICA EXPENSE (7.65 %)					\$	9,750.00	\$	9,750.00
100-4041200-3310	EQUIPMENT MAINTENANCE	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
100-4041200-3315	SIDEWALK MAINTENANCE	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00
100-4041200-3316	STREET SIGN MAINTENANCE	\$	500.00	\$	500.00	\$	500.00	\$	500.00
100-4041200-5425	NORFOLK/SOUTHERN R-O-W'S	\$	950.00	\$	950.00	\$	950.00	\$	950.00
100-4041200-6007	MATERIALS & SUPPLIES	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	4,000.00
100-4041200-6008	GASOLINE & OIL	\$	37,040.00	\$	37,400.00	\$	37,400.00	\$	37,400.00
100-4041200-6011	UNIFORMS	\$	3,000.00	\$	3,000.00	\$	3,000.00	\$	3,000.00
	<b>TOTAL HWYS, STS BRIDGES &amp; SWLKS</b>	\$	<b>179,090.00</b>	\$	<b>185,705.00</b>	\$	<b>199,100.00</b>	\$	<b>199,100.00</b>
	<b>VDOT STREET MAINTENANCE</b>								
100-4041250-3300	VDOT STREET MAINTENANCE	\$	431,812.00	\$	384,312.00	\$	287,037.00	\$	287,037.00
100-4041250-3310	EQUIPMENT MAINTENANCE (VDOT)	\$	-						
100-4041250-3316	STREET SIGN MAINTENANCE (VDOT)	\$	-						
100-4041250-6050	ASPHALT (VDOT)	\$	-						
100-4041250-6130	TREE REMOVAL (VDOT)	\$	-						
100-4041250-6307	SNOW REMOVAL (VDOT)	\$	-						
100-4041250-8801	EQUIPMENT PURCHASE (VDOT)			\$	47,500.00	\$	125,500.00	\$	125,500.00
100-4041250-8803	PUBLIC WORKS IMPROVEMENTS					\$	62,250.00	\$	62,250.00
	<b>TOTAL VDOT STREET MAINTENANCE</b>	\$	<b>431,812.00</b>	\$	<b>431,812.00</b>	\$	<b>474,787.00</b>	\$	<b>474,787.00</b>
	<b>STREET LIGHTS</b>								
100-4041320-5110	ELECTRICITY	\$	79,000.00	\$	79,000.00	\$	79,000.00	\$	79,000.00
	<b>TOTAL STREET LIGHTS</b>	\$	<b>79,000.00</b>	\$	<b>79,000.00</b>	\$	<b>79,000.00</b>	\$	<b>79,000.00</b>
	<b>SNOW REMOVAL</b>								
100-4041330-6007	MATERIALS & SUPPLIES	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
	<b>TOTAL SNOW REMOVAL</b>	\$	<b>2,000.00</b>	\$	<b>2,000.00</b>	\$	<b>2,000.00</b>	\$	<b>2,000.00</b>
	<b>PARKING METERS &amp; LOTS</b>								
100-4041340-6007	MATERIALS & SUPPLIES	\$	1,500.00	\$	1,500.00	\$	1,500.00	\$	1,500.00
	<b>TOTAL PARKING METERS &amp; LOTS</b>	\$	<b>1,500.00</b>	\$	<b>1,500.00</b>	\$	<b>1,500.00</b>	\$	<b>1,500.00</b>
	<b>STREET &amp; ROAD CLEANING</b>								
100-4042200-6007	MATERIALS & SUPPLIES	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	4,000.00
	<b>TOTAL STREET &amp; ROAD CLEANING</b>	\$	<b>4,000.00</b>	\$	<b>4,000.00</b>	\$	<b>4,000.00</b>	\$	<b>4,000.00</b>
	<b>REFUSE COLLECTION</b>								
100-4042300-3220	CONTRACTUAL SERVICES	\$	170,200.00	\$	177,000.00	\$	182,300.00	\$	182,300.00
100-4042300-6225	RECYCLING SERVICES	\$	51,000.00	\$	53,000.00	\$	54,600.00	\$	54,600.00
	<b>TOTAL REFUSE COLLECTION</b>	\$	<b>221,200.00</b>	\$	<b>230,000.00</b>	\$	<b>236,900.00</b>	\$	<b>236,900.00</b>
	<b>REFUSE DISPOSAL</b>								
100-4042400-3800	FCO LANDFILL CHARGES	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
	<b>TOTAL REFUSE DISPOSAL</b>	\$	<b>20,000.00</b>	\$	<b>20,000.00</b>	\$	<b>20,000.00</b>	\$	<b>20,000.00</b>
	<b>GENERAL PROPERTIES</b>								
100-4043200-3310	REPAIR & MAINTENANCE	\$	9,000.00	\$	9,000.00	\$	9,000.00	\$	9,000.00
100-4043200-3325	HERMITAGE SWPOND MAINT	\$	4,180.00	\$	4,100.00	\$	4,100.00	\$	4,100.00
100-4043200-6007	MATERIALS & SUPPLIES	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
100-4043200-6017	CHRISTMAS LIGHTS	\$	1,100.00	\$	1,200.00	\$	1,200.00	\$	1,200.00
	<b>TOTAL GENERAL PROPERTIES</b>	\$	<b>15,280.00</b>	\$	<b>15,300.00</b>	\$	<b>15,300.00</b>	\$	<b>15,300.00</b>
	<b>BUILDING SERVICES</b>								
100-4064200-3150	PROFESSIONAL SERVICES	\$	1,350.00	\$	1,500.00	\$	3,000.00	\$	3,000.00
100-4064200-3200	CONTRACTUAL SERVICES	\$	15,610.00	\$	16,000.00	\$	16,650.00	\$	16,650.00
100-4064200-5110	ELECTRICITY	\$	13,540.00	\$	14,000.00	\$	18,000.00	\$	18,000.00
100-4064200-5120	NATURAL GAS/HEAT	\$	2,010.00	\$	2,500.00	\$	3,200.00	\$	3,200.00
100-4064200-5130	WATER/SEWER	\$	880.00	\$	850.00	\$	650.00	\$	650.00
100-4064200-5230	TELECOMMUNICATIONS	\$	9,810.00	\$	10,000.00	\$	4,000.00	\$	4,000.00
100-4064200-5304	LIABILITY INSURANCE	\$	1,930.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
100-4064200-7113	IN KIND COSTS	\$	-	\$	15,000.00	\$	10,000.00	\$	10,000.00
100-4064200-7115	SHARED MAINTENANCE	\$	33,850.00	\$	20,000.00	\$	15,000.00	\$	15,000.00

100-4064200-8411	CAPITAL ASSET RESERVES	\$	6,520.00	\$	7,000.00	\$	6,150.00	\$	6,150.00
	<b>TOTAL BUILDING SERVICES</b>	\$	<b>85,500.00</b>	\$	<b>88,850.00</b>	\$	<b>78,650.00</b>	\$	<b>78,650.00</b>
	<b>PARKS &amp; RECREATION</b>								
100-4071310-3160	CONTRACTURAL SER/JN BLUE	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
100-4071310-5699	CONTRIBUTION/CCP&R	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
100-4071310-6017	CHRISTMAS LIGHTS	\$	400.00	\$	400.00	\$	400.00	\$	400.00
100-4071310-6018	ROSE HILL IMPROVEMENTS	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
	<b>TOTAL PARKS &amp; RECREATION</b>	\$	<b>11,400.00</b>	\$	<b>11,400.00</b>	\$	<b>11,400.00</b>	\$	<b>11,400.00</b>
	<b>PLANNING</b>								
100-4081100-1155	COMPENSATION	\$	75,375.00	\$	77,435.00	\$	79,500.00	\$	79,500.00
100-4081100-2100	MATCHING FICA EXPENSE (7.65 %)					\$	6,000.00	\$	6,000.00
100-4081100-3190	PROFESSIONAL SERVICES	\$	4,500.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
100-4081100-3500	PRINTING	\$	200.00	\$	200.00	\$	100.00	\$	100.00
100-4081100-5510	MILEAGE	\$	750.00	\$	750.00	\$	750.00	\$	750.00
100-4081100-5540	TRAINING	\$	500.00	\$	500.00	\$	500.00	\$	500.00
100-4081100-5810	DUES	\$	600.00	\$	600.00	\$	500.00	\$	500.00
100-4081100-6001	OFFICE EQUIPMENT	\$	100.00	\$	100.00	\$	100.00	\$	100.00
100-4081100-6012	PUBLICATIONS	\$	-	\$	-				
	<b>TOTAL PLANNING</b>	\$	<b>82,025.00</b>	\$	<b>84,585.00</b>	\$	<b>92,450.00</b>	\$	<b>92,450.00</b>
	<b>BOARD OF ZONING APPEALS</b>								
100-4081400-1110	EXPENSE COMPENSATION	\$	500.00	\$	500.00	\$	750.00	\$	750.00
100-4081400-5540	TRAINING	\$	500.00	\$	-	\$	750.00	\$	750.00
	<b>TOTAL BOARD OF ZONING APPEALS</b>	\$	<b>1,000.00</b>	\$	<b>500.00</b>	\$	<b>1,500.00</b>	\$	<b>1,500.00</b>
	<b>ECONOMIC DEVELOPMENT</b>								
100-4081500-5410	TOD SIGNS	\$	2,000.00	\$	-	\$	3,000.00	\$	3,000.00
100-4081500-5411	WAYFINDING SIGNS	\$	10,000.00	\$	-				
100-4081500-5696	ECONOMIC DEVELOPMENT RESERVE					\$	9,000.00	\$	9,000.00
100-4081500-5697	IDA GRANT MATCH	\$	30,000.00	\$	54,000.00	\$	-	\$	-
100-4081500-5698	GRANT AND MATCHING FUNDS	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
100-4081500-5699	DBI/ECO DEV PROF SERVICES	\$	20,000.00	\$	18,000.00	\$	18,000.00	\$	18,000.00
	<b>TOTAL ECONOMIC DEVELOPMENT</b>	\$	<b>72,000.00</b>	\$	<b>82,000.00</b>	\$	<b>40,000.00</b>	\$	<b>40,000.00</b>
	<b>PLANNING COMMISSION</b>								
100-4081600-1111	EXPENSE COMPENSATION	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
100-4081600-5540	TRAINING	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
100-4081600-5810	DUES	\$	250.00	\$	250.00	\$	250.00	\$	250.00
	<b>TOTAL PLANNING COMMISSION</b>	\$	<b>6,250.00</b>	\$	<b>6,250.00</b>	\$	<b>6,250.00</b>	\$	<b>6,250.00</b>
	<b>B'VILLE AREA DEV AUTHORITY</b>								
100-4081700-1111	EXPENSE COMPENSATION	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00
100-4081700-5540	TRAINING	\$	250.00	\$	250.00	\$	250.00	\$	250.00
100-4081700-5810	DUES	\$	125.00	\$	125.00	\$	125.00	\$	125.00
	<b>TOTAL B'VILLE AREA DEV AUTHORITY</b>	\$	<b>2,875.00</b>	\$	<b>2,875.00</b>	\$	<b>2,875.00</b>	\$	<b>2,875.00</b>
	<b>ARCHITECTURAL REVIEW BOARD</b>								
100-4081800-5540	TRAINING	\$	250.00	\$	500.00	\$	500.00	\$	500.00
	<b>TOTAL ARCHITECTURAL REVIEW BD</b>	\$	<b>250.00</b>	\$	<b>500.00</b>	\$	<b>500.00</b>	\$	<b>500.00</b>
	<b>CAPITAL OUTLAY</b>								
100-4094200-8200	PW SITE EXPANSION-RESERVE								
100-4094200-8201	CHRISTMAS DECORATIONS								
100-4094200-8225	COMPUTER REPLACEMENT	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	4,000.00
100-4094200-8231	Police Cruiser	\$	-	\$	-	\$	43,530.00	\$	43,530.00
100-4094200-8338	ONE TON DUMP	\$	40,000.00						
100-4094200-8339	SALT BOX/SNOW PLOW	\$	9,600.00						
100-4094200-8340	MOWER	\$	-	\$	6,000.00				
100-4094200-8345	PW TON DUMP BED (1/2 VDOT)	\$	-	\$	-	\$	4,500.00	\$	4,500.00
100-4094200-8367	SEWER JET RODDER	\$	22,445.00						
100-4094200-8411	CAPITAL RESERVE			\$	43,508.00				
100-4094200-8421	PD IN CAR CAMERA REP	\$	-						
100-4094200-8450	HVAC JOINT GOV CTR	\$	-						

100-4094200-8500	PPTRA RESERVE	\$	-	\$	10,000.00	\$	10,000.00	\$	10,000.00
100-4094200-8601	PD SOFTWARE UPGRADE			\$	25,610.00				
100-4094200-8603	PD SERVER REPLACEMENT			\$	5,000.00				
100-4094200-8702	WAYFINDING SIGNS					\$	10,000.00	\$	10,000.00
100-4094200-8803	PUBLIC WORKS IMPROVEMENTS (3/4 VDOT)					\$	24,750.00	\$	24,750.00
	<b>TOTAL CAPITAL OUTLAY</b>	\$	76,045.00	\$	94,118.00	\$	96,780.00	\$	96,780.00
	<b>CONTINGENCY</b>								
100-4094300-5800	CONTINGENCY (6.35%)	\$	213,976.00	\$	85,560.00	\$	186,838.00	\$	186,838.00
	<b>TOTAL CONTINGENCY</b>	\$	213,976.00	\$	85,560.00	\$	186,838.00	\$	186,838.00
	<b>DEBT SERVICE</b>								
100-4095000-9110	CIP PRINCIPAL	\$	31,800.00	\$	33,120.00	\$	35,000.00	\$	35,000.00
100-4095000-9120	CIP INTEREST	\$	89,680.00	\$	88,360.00	\$	86,480.00	\$	86,480.00
100-4095000-9130	RDA DEBT SER RESERVE	\$	12,147.00	\$	12,147.00	\$	12,147.00	\$	12,147.00
	<b>TOTAL DEBT SERVICE</b>	\$	133,627.00	\$	133,627.00	\$	133,627.00	\$	133,627.00
	<b>TOTAL GENERAL FUND OPERATIONAL</b>	\$	2,792,710.00	\$	2,851,876.00	\$	2,938,791.00	\$	2,938,791.00
	<b>TOTAL GENERAL FUND CONTINGENCY</b>	\$	213,976.00	\$	85,560.00	\$	186,838.00	\$	186,838.00
	<b>TOTAL GENERAL FUND CAP OUTLAY</b>	\$	76,045.00	\$	94,118.00	\$	96,780.00	\$	96,780.00
	<b>TOTAL GENERAL FUND DEBT SERVICE</b>	\$	133,627.00	\$	133,627.00	\$	133,627.00	\$	133,627.00

<b>TOTAL GENERAL FUND EXPENSES</b>	\$	3,216,358.00	\$	3,165,181.00	\$	3,356,036.00	\$	3,356,036.00
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#### WATER FUND

##### PERSONNEL

501-4012220-1140	COMPENSATION	\$	37,825.00	\$	38,460.00	\$	40,100.00	\$	40,100.00
501-4012220-2100	MATCHING FICA EXPENSE (7.65 %)	\$	18,900.00	\$	18,525.00	\$	3,100.00	\$	3,100.00
501-4012220-2210	VRS	\$	21,255.00	\$	27,075.00	\$	28,950.00	\$	28,950.00
501-4012220-2220	VMLIP - STD	\$	155.00	\$	150.00	\$	145.00	\$	145.00
501-4012220-2230	VMLIP - LTD	\$	1,340.00	\$	1,300.00	\$	1,280.00	\$	1,280.00
501-4012220-2300	HEALTH INSURANCE	\$	35,000.00	\$	37,255.00	\$	38,500.00	\$	38,500.00
501-4012220-2400	LIFE INSURANCE	\$	3,260.00	\$	2,860.00	\$	2,820.00	\$	2,820.00
501-4012220-2600	UNEMPLOYMENT INSURANCE	\$	215.00	\$	180.00	\$	70.00	\$	70.00
501-4012220-2700	WORKER'S COMPENSATION	\$	8,250.00	\$	6,400.00	\$	5,250.00	\$	5,250.00
501-4012220-3145	PROFESSIONAL SERVICES	\$	1,000.00	\$	100.00	\$	-	\$	-
501-4012220-3170	MISS UTILITY	\$	1,900.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
501-4012220-3320	HANDHELD MAINT	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
501-4012220-5210	POSTAGE	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00
501-4012220-5540	TRAINING	\$	-	\$	1,000.00	\$	1,000.00	\$	1,000.00
501-4012220-6001	OFFICE SUPPLIES	\$	650.00	\$	650.00	\$	1,000.00	\$	1,000.00
	<b>TOTAL PERSONNEL</b>	\$	134,250.00	\$	139,455.00	\$	127,715.00	\$	127,715.00

##### TREATMENT

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

501-4012222-6005	JANITORIAL SUPPLIES	\$	700.00	\$	700.00	\$	700.00	\$	700.00
501-4012222-6008	GASOLINE & OIL	\$	6,200.00	\$	6,200.00	\$	6,200.00	\$	6,200.00
501-4012222-6011	UNIFORMS	\$	500.00	\$	500.00	\$	500.00	\$	500.00
501-4012222-6014	TOOLS	\$	250.00	\$	250.00	\$	250.00	\$	250.00
501-4012222-6019	SAFETY EQUIPMENT	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
501-4012222-6020	PERSONAL EQUIPMENT	\$	600.00	\$	600.00	\$	600.00	\$	600.00
501-4012222-6025	CHEMICALS	\$	43,000.00	\$	40,000.00	\$	40,000.00	\$	40,000.00
	<b>TOTAL TREATMENT</b>	\$	<b>364,050.00</b>	\$	<b>359,960.00</b>	\$	<b>389,550.00</b>	\$	<b>389,550.00</b>
	<b>DISTRIBUTION &amp; MAINTENANCE</b>								
501-4012224-1183	COMPENSATION	\$	88,150.00	\$	92,895.00	\$	95,600.00	\$	95,600.00
501-4012224-2100	MATCHING FICA EXPENSE (7.65 %)					\$	7,300.00	\$	7,300.00
501-4012224-3330	LINE REPAIR & MAINTENANCE	\$	42,750.00	\$	42,750.00	\$	42,750.00	\$	42,750.00
501-4012224-6007	MATERIALS & SUPPLIES	\$	11,875.00	\$	11,875.00	\$	11,875.00	\$	11,875.00
501-4012224-6019	SAFETY EQUIPMENT	\$	710.00	\$	710.00	\$	710.00	\$	710.00
501-4012224-6030	NEW SERVICE SUPPLIES	\$	3,800.00	\$	3,000.00	\$	3,800.00	\$	3,800.00
	<b>TOTAL DISTRIBUTION &amp; MAINT</b>	\$	<b>147,285.00</b>	\$	<b>151,230.00</b>	\$	<b>162,035.00</b>	\$	<b>162,035.00</b>
	<b>CAPITAL OUTLAY</b>								
501-4094200-8102	TANK REPAIR & MAINT RESERVE					\$	75,000.00	\$	75,000.00
501-4094200-8210	DEPRECIATION EXPENSE	\$	-						
501-4094200-8211	CAPITAL RESERVES	\$	27,110.00			\$	34,800.00	\$	34,800.00
501-4094200-8361	WATER LINE UPGRADES	\$	75,000.00	\$	150,000.00	\$	75,000.00	\$	145,000.00
501-4094200-8368	LEAK DETECTOR	\$	12,000.00						
501-4094200-8550	EQUIPMENT REPAIR RESERVE	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00
501-4094200-8605	WTP BUILDING MAINTENANCE			\$	33,000.00				
501-4094200-8703	PICKUP (1/2)					\$	15,000.00	\$	15,000.00
501-4094200-8704	WATER FINISH PUMPS					\$	12,000.00	\$	12,000.00
	<b>TOTAL CAPITAL OUTLAY</b>	\$	<b>139,110.00</b>	\$	<b>208,000.00</b>	\$	<b>236,800.00</b>	\$	<b>306,800.00</b>
	<b>CONTINGENCY</b>								
501-4094300-5800	CONTINGENCY (3.5%)	\$	32,359.00	\$	31,105.00	\$	24,600.00	\$	24,600.00
	<b>TOTAL CONTINGENCY</b>	\$	<b>32,359.00</b>	\$	<b>31,105.00</b>	\$	<b>24,600.00</b>	\$	<b>24,600.00</b>
	<b>TOTAL WATER FUND OPERATIONAL</b>	\$	<b>645,585.00</b>	\$	<b>650,645.00</b>	\$	<b>679,300.00</b>	\$	<b>679,300.00</b>
	<b>TOTAL WATER FUND CONTINGENCY</b>	\$	<b>32,280.00</b>	\$	<b>31,105.00</b>	\$	<b>24,600.00</b>	\$	<b>24,600.00</b>
	<b>TOTAL WATER FUND CAP OUTLAY</b>	\$	<b>139,110.00</b>	\$	<b>208,000.00</b>	\$	<b>236,800.00</b>	\$	<b>306,800.00</b>
	<b>TOTAL WATER FUND EXPENSES</b>	\$	<b>816,975.00</b>	\$	<b>889,750.00</b>	\$	<b>940,700.00</b>	\$	<b>1,010,700.00</b>

### SEWER FUND

	<b>PERSONNEL</b>								
502-4012220-1114	COMPENSATION	\$	37,825.00	\$	35,460.00	\$	37,000.00	\$	37,000.00
502-4012220-2100	MATCHING FICA EXPENSE (7.65 %)	\$	24,750.00	\$	24,500.00	\$	2,850.00	\$	2,850.00
502-4012220-2210	VRS	\$	27,820.00	\$	35,805.00	\$	38,350.00	\$	38,350.00
502-4012220-2220	VMLIP - STD	\$	200.00	\$	195.00	\$	190.00	\$	190.00
502-4012220-2230	VMLIP - LTD	\$	1,760.00	\$	1,720.00	\$	1,695.00	\$	1,695.00
502-4012220-2300	HEALTH INSURANCE	\$	46,000.00	\$	49,275.00	\$	50,975.00	\$	50,975.00
502-4012220-2400	LIFE INSURANCE	\$	4,270.00	\$	3,780.00	\$	3,730.00	\$	3,730.00
502-4012220-2600	UNEMPLOYMENT INSURANCE	\$	280.00	\$	240.00	\$	90.00	\$	90.00
502-4012220-2700	WORKER'S COMPENSATION	\$	10,500.00	\$	8,500.00	\$	7,000.00	\$	7,000.00
502-4012220-3145	PROFESSIONAL SERVICES	\$	2,000.00	\$	1,000.00	\$	-	\$	-
502-4012220-3320	HANDHELD MAINT	\$	-	\$	2,000.00	\$	2,000.00	\$	2,000.00
502-4012220-5210	POSTAGE	\$	7,000.00	\$	7,000.00	\$	7,000.00	\$	7,000.00
502-4012220-6001	OFFICE SUPPLIES	\$	500.00	\$	750.00	\$	1,500.00	\$	1,500.00
	<b>TOTAL PERSONNEL</b>	\$	<b>162,905.00</b>	\$	<b>170,225.00</b>	\$	<b>152,380.00</b>	\$	<b>152,380.00</b>
	<b>TREATMENT</b>								
502-4012222-1147	COMPENSATION	\$	235,800.00	\$	235,530.00	\$	233,900.00	\$	233,900.00
502-4012222-2100	MATCHING FICA EXPENSE (7.65 %)					\$	17,900.00	\$	17,900.00
502-4012222-2830	CERTIFICATION FEES	\$	400.00	\$	900.00	\$	500.00	\$	500.00
502-4012222-2850	LAB TESTING	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00
502-4012222-3145	PROFESSIONAL SERVICES	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	15,000.00
502-4012222-3210	LANDFILL-SOLIDS DISPOSAL	\$	35,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00

502-4012222-3310	REPAIR & MAINTENANCE	\$	60,000.00	\$	90,000.00	\$	90,000.00	\$	90,000.00
502-4012222-5110	ELECTRICITY	\$	160,000.00	\$	150,000.00	\$	150,000.00	\$	150,000.00
502-4012222-5230	TELECOMMUNICATIONS	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
502-4012222-5415	COPIER LEASE	\$		\$	3,000.00	\$	3,000.00	\$	3,000.00
502-4012222-5540	TRAINING	\$	6,500.00	\$	5,000.00	\$	4,000.00	\$	4,000.00
502-4012222-5690	Discharge Permit Renewal	\$	3,100.00	\$	3,100.00	\$	3,100.00	\$	3,100.00
502-4012222-5810	DUES	\$	500.00	\$	500.00	\$	500.00	\$	500.00
502-4012222-6001	OFFICE SUPPLIES	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00
502-4012222-6004	LAB SUPPLIES	\$	9,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00
502-4012222-6005	JANITORIAL SUPPLIES	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
502-4012222-6008	DIESEL FUEL	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00
502-4012222-6011	UNIFORMS	\$	800.00	\$	800.00	\$	800.00	\$	800.00
502-4012222-6014	TOOLS	\$	1,500.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
502-4012222-6019	SAFETY EQUIPMENT	\$	3,000.00	\$	3,000.00	\$	3,000.00	\$	3,000.00
502-4012222-6020	PERSONAL EQUIPMENT	\$	800.00	\$	800.00	\$	800.00	\$	800.00
502-4012222-6025	CHEMICALS	\$	100,000.00	\$	100,000.00	\$	100,000.00	\$	100,000.00
	<b>TOTAL TREATMENT</b>	\$	<b>672,900.00</b>	\$	<b>688,130.00</b>	\$	<b>703,000.00</b>	\$	<b>703,000.00</b>
	<b>DISTRIBUTION &amp; MAINTENANCE</b>								
502-4012224-1183	COMPENSATION	\$	88,150.00	\$	92,895.00	\$	95,600.00	\$	95,600.00
502-4012224-1183	MATCHING FICA EXPENSE (7.65 %)	\$		\$		\$	7,300.00	\$	7,300.00
502-4012224-3310	EQUIPMENT MAINTENANCE	\$	1,805.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
502-4012224-3330	REPAIR & MAINTENANCE	\$	7,125.00	\$	8,000.00	\$	8,000.00	\$	8,000.00
502-4012224-6007	MATERIALS & SUPPLIES	\$	6,080.00	\$	6,080.00	\$	6,080.00	\$	6,080.00
502-4012224-6019	SAFETY EQUIPMENT	\$	285.00	\$	285.00	\$	285.00	\$	285.00
502-4012224-6030	NEW SERVICE SUPPLIES	\$	2,850.00	\$	2,850.00	\$	2,850.00	\$	2,850.00
	<b>TOTAL DISTRIBUTION &amp; MAINT</b>	\$	<b>106,295.00</b>	\$	<b>112,110.00</b>	\$	<b>122,115.00</b>	\$	<b>122,115.00</b>
	<b>CAPITAL PROJECTS</b>								
502-4094100-8001	OUTFALL LINE	\$	-				0		0
502-4094100-8003	NEW WWTP	\$	-				0		0
	<b>TOTAL CAPITAL PROJECTS</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>-</b>
	<b>CAPITAL OUTLAY</b>								
502-4094200-8110	WWTP UPGRADES	\$	-						
502-4094200-8134	Sewer Collection Sys Rehab	\$	50,000.00	\$	50,000.00	\$	100,000.00	\$	100,000.00
502-4094200-8210	DEPRECIATION	\$	-						
502-4094200-8367	SEWER JET RODDER	\$	22,445.00						
502-4094200-8411	Capital Reserve	\$	11,200.00	\$	156,295.00	\$	271,855.00	\$	271,855.00
502-4094200-8540	MEMBRANE REPLACEMENT RESERVE	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00
502-4094200-8545	MEMBRANE PRE-PURCHASE	\$							90,000.00
502-4094200-8550	EQUIPMENT REPAIR RESERVE	\$	15,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00
502-4094200-8602	3/4 TON PICKUP (1/2 VDOT)	\$		\$	16,500.00				
502-4094200-8604	STORM SEWER CAMERA (1/2 VDOT)	\$		\$	16,000.00				
502-4094200-8703	PICKUP (1/2)	\$				\$	15,000.00	\$	15,000.00
	<b>TOTAL CAPITAL OUTLAY</b>	\$	<b>148,645.00</b>	\$	<b>313,795.00</b>	\$	<b>461,855.00</b>	\$	<b>551,855.00</b>
	<b>CONTINGENCY</b>								
502-4094300-5800	CONTINGENCY (3.5%)	\$	47,105.00	\$	48,340.00	\$	34,250.00	\$	34,250.00
	<b>TOTAL CONTINGENCY</b>	\$	<b>47,105.00</b>	\$	<b>48,340.00</b>	\$	<b>34,250.00</b>	\$	<b>34,250.00</b>
	<b>DEBT SERVICE</b>								
502-4095000-9118	VRA PRINCIPAL	\$	470,000.00	\$	470,000.00	\$	470,000.00	\$	470,000.00
	<b>TOTAL DEBT SERVICE</b>	\$	<b>470,000.00</b>	\$	<b>470,000.00</b>	\$	<b>470,000.00</b>	\$	<b>470,000.00</b>
	<b>TOTAL SEWER FUND OPERATIONAL</b>	\$	<b>942,100.00</b>	\$	<b>970,465.00</b>	\$	<b>977,495.00</b>	\$	<b>977,495.00</b>
	<b>TOTAL SEWER FUND CONTINGENCY</b>	\$	<b>47,105.00</b>	\$	<b>48,340.00</b>	\$	<b>34,250.00</b>	\$	<b>34,250.00</b>
	<b>TOTAL SEWER FUND CAP OUTLAY</b>	\$	<b>148,645.00</b>	\$	<b>313,795.00</b>	\$	<b>461,855.00</b>	\$	<b>551,855.00</b>
	<b>TOTAL SEWER FUND DEBT SERVICE</b>	\$	<b>470,000.00</b>	\$	<b>470,000.00</b>	\$	<b>470,000.00</b>	\$	<b>470,000.00</b>
	<b>TOTAL SEWER FUND EXPENSES</b>	\$	<b>1,607,850.00</b>	\$	<b>1,802,600.00</b>	\$	<b>1,943,600.00</b>	\$	<b>2,033,600.00</b>

**TOTAL EXPENSES ALL FUNDS**      \$ **5,641,183.00**    \$ **5,857,531.00**    \$ **6,240,336.00**    \$ **6,400,336.00**

# Attachment 10

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**FINANCE AND ADMINISTRATION STAFF REPORT**

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**TO:** TOWN COUNCIL  
**FROM:** DESIREE MORELAND, TREASURER  
**SUBJECT:** MONTHLY REPORTS  
**DATE:** 1/5/2017  
**CC:** KEITH DALTON, TOWN MANAGER

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**A/P Check Listing**  
Checks issued in December 2016.

**Bank of America/P-Card Statement**  
November 2016 P-Card Purchases that were paid on December 25, 2016.

## A/P Check Listing

Vendor Range - 1105 MEDIA EVENTS' - 'ZION BAPTIST CHURCH  
Date From - 12/1/2016 Date To - 12/31/2016

Town of Berryville  
01/05/2017 10:07 AM

Page: 1 of 4

Check Number	Bank	Vendor	Date	Amount
3861	1	H. Allen Kitzelman	12/12/2016	\$325.00
3862	1	Douglas A. Shaffer	12/12/2016	\$75.00
3863	1	David L. Tollett	12/12/2016	\$250.00
3864	1	VUPS	12/12/2016	\$69.30
3865	1	ATTN: REFUND DEPARTMENT CORELOGIC REAL ESTATE TAX	12/12/2016	\$1,850.99
3866	1	THE POLICE AND SHERIFFS PRESS	12/12/2016	\$49.98
3867	1	Total Pest Services, Inc	12/12/2016	\$693.00
3868	1	MT Electronics, Inc	12/12/2016	\$259.00
3869	1	Michelle M. Jones	12/12/2016	\$1,085.00
3870	1	Hall, Monahan, Engle, Mahan & Mitchell	12/12/2016	\$1,570.00
3871	1	Treasurer of Frederick County	12/12/2016	\$4,361.58
3872	1	The Winchester Star	12/12/2016	\$1,183.89
3873	1	Bureau for Child Support Enforcement	12/12/2016	\$875.00
3874	1	Erecka Gibson	12/12/2016	\$250.00
3875	1	Donna McDonald	12/12/2016	\$250.00
3876	1	Patricia Dickinson	12/12/2016	\$300.00
3877	1	Virasec, LLC	12/12/2016	\$1,576.00
3878	1	Northwest Federal Credit Union	12/12/2016	\$4.00
3879	1	Commercial Press	12/12/2016	\$431.20
3880	1	Keith Dalton	12/12/2016	\$50.00
3881	1	Jay Arnold	12/12/2016	\$275.00
3882	1	KITLER JOHN E 1716	12/12/2016	\$162.31
3883	1	KENNY AMY VAN ZANDT 1900	12/12/2016	\$10.00
3884	1	WHITT DANIEL KEITH 1952	12/12/2016	\$29.42
3885	1	GALLAGHER MARC ANDREW 2085	12/12/2016	\$40.29
3886	1	HERNANDEZ-TORRES ANA DAISY 2383	12/12/2016	\$25.84
3887	1	LONGERBEAM MARGARET MARIE 2636	12/12/2016	\$28.99
3888	1	STANLEY DANIEL LEWIS 2690	12/12/2016	\$66.39
3889	1	DILLON YVONNE W 2899	12/12/2016	\$33.06

## A/P Check Listing

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

Date From - 12/1/2016 Date To - 12/31/2016

Town of Berryville  
01/05/2017 10:07 AM

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Check Number	Bank	Vendor	Date	Amount
3890	1	MCCOOL KENNETH W 3426	12/12/2016	\$13.00
3891	1	HUNKER REUBEN A III 3569	12/12/2016	\$27.02
3892	1	FLETCHER JOHN EDWARD 3875	12/12/2016	\$34.85
3893	1	SOWELL WALTER J 3982	12/12/2016	\$43.78
3894	1	ALI FARMAN 4051	12/12/2016	\$27.52
3895	1	MAWBY NATHANIEL 4160	12/12/2016	\$25.00
3896	1	DAUGHTRY SHANNON MICHELLE 4426	12/12/2016	\$35.00
3897	1	RANDOLPH RICHARD W & ANNA L 452	12/12/2016	\$78.09
3898	1	SCHAFFER MAX EDWARD D 5163	12/12/2016	\$53.35
3899	1	BROSAN DANIELLE J 5252	12/12/2016	\$37.54
3900	1	GUNTER GREGORY C 5447	12/12/2016	\$355.30
3901	1	RICHMOND AMERICAN HOMES 5547	12/12/2016	\$42.75
3902	1	ACAR LEASING LTD 5694	12/12/2016	\$202.94
3903	1	GENDA LAND HOLDINGS LLC 584	12/12/2016	\$1,221.81
3904	1	LANK GREGORY R 5896	12/12/2016	\$29.45
3905	1	RENAISSANCE REMODELING 5995	12/12/2016	\$10.00
3906	1	MOORE ROBERT W & JENNIFER A 983	12/12/2016	\$13.26
3907	1	PENNI M BLAKE	12/12/2016	\$143.72
3908	1	ERA OAK CREST REALTY	12/12/2016	\$179.60
3909	1	RYAN LLOYD PERRY	12/12/2016	\$199.60
3910	1	NORMAN SOLOWEY	12/12/2016	\$23.80
3911	1	USPS	12/15/2016	\$322.73
3912	1	MATTERN & CRAIG	12/15/2016	\$1,600.00
3913	1	K. Neal International Trucks, Inc.	12/15/2016	\$108,155.00
3914	1	Lincoln Financial Group	12/15/2016	\$684.53
3915	1	Helen Hatcher	12/15/2016	\$170.00
3916	1	Nationwide Retirement Solutions	12/15/2016	\$1,305.00
3917	1	HARRIS DEBRA L 1127	12/15/2016	\$25.90
3918	1	MALONE GWENDOYLN C 1845	12/15/2016	\$25.68
3919	1	OTTOBRE RANDAL C 1913	12/15/2016	\$25.94

## A/P Check Listing

Vendor Range - 1105 MEDIA EVENTS' - 'ZION BAPTIST CHURCH  
Date From - 12/1/2016 Date To - 12/31/2016

Town of Berryville  
01/05/2017 10:07 AM

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Check Number	Bank	Vendor	Date	Amount
3920	1	GRAVES CHARLES ALFRED II 1990	12/15/2016	\$28.32
3921	1	THOMPSON PATRICK B 2252	12/15/2016	\$28.67
3922	1	DENT HOPE L 2522	12/15/2016	\$26.82
3923	1	NIEMANN CORDELIA ANASTASIA 4037	12/15/2016	\$25.72
3924	1	COCHRANS LUMBER & MILLWORK INC 4461	12/15/2016	\$26.30
3925	1	HARRIS CONSTRUCTION INC 4489	12/15/2016	\$36.98
3926	1	MORRISON HOWARD DEV 5104	12/15/2016	\$26.58
3927	1	ERA OAK CREST REALTY	12/15/2016	\$25.40
3928	1	ROY H BARR	12/15/2016	\$4.88
3929	1	The Hall Company	12/28/2016	\$1,394.00
3930	1	Treasurer of Virginia Tech, CE Conference Registra	12/28/2016	\$500.00
3931	1	Rappahannock Electric Cooperative	12/28/2016	\$18,252.72
3932	1	Waterloo Electric Services	12/28/2016	\$53.00
3933	1	PENNONI ASSOCIATES INC	12/28/2016	\$4,211.43
3934	1	PENNONI ASSOCIATES INC	12/28/2016	\$641.25
3935	1	Merritt's Sanitation	12/28/2016	\$625.00
3936	1	Minnesota Life Insurance Co.	12/28/2016	\$125.04
3937	1	Bureau for Child Support Enforcement	12/28/2016	\$875.00
3938	1	Inside the Tape	12/28/2016	\$225.00
3939	1	Virasec, LLC	12/28/2016	\$1,713.66
3940	1	CFW Credit Bureau	12/28/2016	\$84.00
3941	1	Nationwide Retirement Solutions	12/28/2016	\$830.00
3942	1	OCC Health Service Winchester	12/28/2016	\$292.00
3943	1	Sheehy Auto Stores	12/28/2016	\$46,492.96
3944	1	Berryville Farm Supply	12/28/2016	\$118.00
3945	1	ENTERPRISE FM TRUST 1661	12/28/2016	\$47.40
3946	1	JP MORGAN CHASE BANK	12/28/2016	\$36.86
3947	1	MIKISA AMEYAN SHAAJHANTE	12/28/2016	\$199.60
3948	1	USPS	12/29/2016	\$740.83
3949	1	USB LEASING LT 5212	12/29/2016	\$106.40

## A/P Check Listing

Vendor Range - 1105 MEDIA EVENTS' - 'ZION BAPTIST CHURCH  
Date From - 12/1/2016 Date To - 12/31/2016

Town of Berryville  
01/05/2017 10:07 AM

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Check Number	Bank	Vendor	Date	Amount
89		Checks Totaling -		\$209,086.22

### Totals By Fund

	Checks	Voids	Total
100	\$187,655.01		\$187,655.01
501	\$2,394.28		\$2,394.28
502	\$19,036.93		\$19,036.93
Totals:	\$209,086.22		\$209,086.22



BERRYVILLE TOWN OF  
DESIRÉE MORELAND  
XXXX-XXXX-XXXX

November 01, 2016 - November 30, 2016

**Purchasing Card**

**Company Statement**

Account Information	Payment Information	Account Summary
<b>Mail Billing Inquiries to:</b> BANKCARD CENTER PO BOX 982238 EL PASO, TX 79998-2238  <b>Customer Service:</b> 1.888.449.2273 24 Hours  <b>TTY Hearing Impaired:</b> 1.800.222.7365 24 Hours  <b>Outside the U.S.:</b> 1.509.353.6656 24 Hours  <b>For Lost or Stolen Card:</b> 1.888.449.2273 24 Hours	Statement Date ..... 11/30/16 <b>Payment Due Date ..... 12/25/16</b> Days in Billing Cycle ..... 30 Credit Limit ..... \$500,000 Cash Limit ..... \$0 <b>Total Payment Due ..... \$57,244.13</b>	Previous Balance ..... \$63,816.56 Payments ..... -\$63,816.56 Credits ..... -\$185.39 Cash ..... \$0.00 Purchases ..... \$57,429.52 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 <b>Current Balance ..... \$57,244.13</b>

**Important Messages**

Please do not send payment. Your automatic payment is scheduled to be credited to this account on 12/23/16.

**Cardholder Activity Summary**

Account Number	Credits	Cash	Purchases and Other Debits	Total Activity
<b>BOOR, RICK</b> XXXX-XXXX-XXXX 15,000	0.00	0.00	12,049.94	12,049.94
<b>BOOTH, KEVIN</b> XXXX-XXXX-XXXX 1,000	0.00	0.00	115.61	115.61

Account Number: XXXX-XXXX-XXXX  
November 01, 2016 - November 30, 2016

**Total Payment Due ..... \$57,244.13**  
**Payment Due Date ..... 12/25/16**

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  
 \*\*N0020266



**Posting payments:** Payments received by mail at the remittance address shown on the Payment Coupon portion of the face of this statement on a banking day will be posted to your account on the day received. If we receive your mailed payment on a non-banking day, we will post it to your account on the next banking day. There may be a delay of up to 5 banking days in posting payments made at a location other than the mailing address listed on the front of your payment coupon.

**Service for the hearing impaired (TTY/TDD):** Contact our service for the hearing-impaired at 1.800.222.7365.

**Telephone monitoring:** For the purposes of monitoring and improving the quality of service, Bank's supervisory personnel may listen to and/or record telephone calls between Bank employees and any person acting on Company's behalf.

**Disclosure:** We may furnish to your employer information concerning your use of your account. To read more about our information disclosure, please visit [www.bankofamerica.com/corporatecarddisclosure](http://www.bankofamerica.com/corporatecarddisclosure) or call the customer service number listed on your statement to request a copy.

**In case of errors or questions about your bill:** Errors or questions about your bill must be received in writing no later than 60 days after we sent you the first statement on which the error or problem appeared. Please mail this information to BANKCARD CENTER, PO BOX 982238, EL PASO, TX 79998-2238. Your letter must include the following information:

- The company name, cardholder name and account number in question.
- The dollar amount of the suspected error.
- A written description of the error and why you believe there is an error. If you need more information, describe the item you are unsure about.



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Customer Service:	For questions regarding transactions, general assistance, and reporting lost and stolen cards, call:	
	<u>Within the U.S.</u>	<u>Outside the U.S.</u>
	1.888.449.2273	1.509.353.6656 (collect calls accepted)

Thank you for your business.

Please write your change of address here:

Street	
City	
State	Zip
(    )	(    )
Home Phone	Business Phone

**Posting payments:** Payments received by mail at the remittance address shown on the Payment Coupon portion of the face of this statement on a banking day will be posted to your account on the day received. If we receive your mailed payment on a non-banking day, we will post it to your account on the next banking day. There may be a delay of up to 5 banking days in posting payments made at a location other than the mailing address listed on the front of your payment coupon.

**Cardholder Activity Summary**

Account Number Credit Limit	Credits	Cash	Purchases and Other Debits	Total Activity
BRISTOL, TIM XXXX-XXXX-XXXX 500	0.00	0.00	20.00	20.00
BUSSERT, ERNIE XXXX-XXXX-XXXX 500	0.00	0.00	92.06	92.06
CAPPO, JEFF XXXX-XXXX-XXXX 15,000	0.00	0.00	6,883.98	6,883.98
DORSEY, DANIEL XXXX-XXXX-XXXX 500	0.00	0.00	81.00	81.00
DUNKLE, CHRISTY XXXX-XXXX-XXXX 500	0.00	0.00	131.26	131.26
ELLIOTT, RALPH XXXX-XXXX-XXXX 5,000	0.00	0.00	521.82	521.82
FERREBEE, DARRELL XXXX-XXXX-XXXX 500	0.00	0.00	237.64	237.64
FIDDLER, HEATHER XXXX-XXXX-XXXX 15,000	0.00	0.00	46.01	46.01
LICKEY, PATRICK XXXX-XXXX-XXXX 500	0.00	0.00	172.69	172.69
LILLY, STEPHEN XXXX-XXXX-XXXX 500	0.00	0.00	85.00	85.00
LINK, BRIAN XXXX-XXXX-XXXX 1,000	0.00	0.00	54.86	54.86
MCCORMICK, HARRY XXXX-XXXX-XXXX 500	0.00	0.00	62.03	62.03
MORELAND, DESIREE XXXX-XXXX-XXXX 50,000	0.00	0.00	23,532.79	23,532.79
PHILLIPS, ANN W XXXX-XXXX-XXXX 15,000	0.00	0.00	291.96	291.96
REYNOLDS, CHARLES XXXX-XXXX-XXXX 500	0.00	0.00	199.74	199.74
STOVER, KEITH XXXX-XXXX-XXXX 860	185.39	0.00	162.82	-22.57
TYRRELL, DAVE XXXX-XXXX-XXXX 15,000	0.00	0.00	10,637.07	10,637.07
WHITE, NEAL XXXX-XXXX-XXXX 15,000	0.00	0.00	2,051.24	2,051.24

**Transactions**

Posting Date	Transaction Date	Description	Reference Number	MCC	Charge	Credit
BERRYVILLE TOWN OF						Total Activity
Account Number: XXXX-XXXX-XXXX						-\$63,816.56
11/25	11/25	AUTO PAYMENT DEDUCTION		0071		63,816.56
BOOR, RICK						Total Activity
Account Number: XXXX-XXXX-XXXX						12,049.94
11/02	10/31	BROY & SON PUMP SERVICE BERRYVILLE VA	24073146306900016300019	1799	1,420.00	



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**Transactions**

Posting Transaction

Date	Date	Description	Reference Number	MCC	Charge	Credit
11/03	11/01	johnny blue, inc. 540-665-0968 VA	24828246307980006254215	7394	82.00	
11/03	11/02	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976308091408000065	5251	8.32	
11/04	11/03	IN*SELECT SPECIALTY PROD434-2963937 VA	24692166308000350694684	5169	457.34	
11/04	11/03	HD SUPPLY WATERWORKS 514 3042636986 WV	24792626308206122100031	5039	3,257.64	
11/04	11/03	HD SUPPLY WATERWORKS 514 3042636986 WV	24792626308206122100049	5039	1,995.66	
11/09	11/08	LOWES #02724* WINCHESTER VA	24692166313000080363660	5200	287.28	
11/09	11/08	LOWES #00656* WINCHESTER VA	24692166313000081710546	5200	331.48	
11/09	11/08	TOTAL IMAGE WORKINGMANS SWINCHESTER VA	24755426313273131534223	5699	200.00	
11/11	11/09	SHENANDOAH SAND 540-6671660 VA	24073146315900019900038	5211	990.00	
11/11	11/09	GRIFFITH ENERGY SERVIC 410-956-3000 MD	24258026315514872617497	5983	1,466.19	
11/16	11/14	LSI 540-9551112 VA	24073146320900010600028	5099	871.12	
11/16	11/14	LSI 540-9551112 VA	24073146320900010600036	5099	597.80	
11/17	11/15	BERRYVILLE AUTO PARTS INC BERRYVILLE VA	24767896321764600683087	5533	11.11	
11/21	11/17	PMSI 703-723-2899 VA	24632696323500561632936	7342	74.00	
						<b>Total Activity</b>

**BOOTH, KEVIN** 115.61  
 Account Number: XXXX-XXXX-XXXX

11/01	10/31	FISHER AUTO PARTS 009 BERRYVILLE VA	24431066306200824100017	5533	64.24	
11/01	10/31	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976306091404000194	5251	25.23	
11/01	10/31	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976306091404000251	5251	10.26	
11/11	11/10	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976316091404000366	5251	7.83	
11/30	11/29	FISHER AUTO PARTS 009 BERRYVILLE VA	24431066335200824500146	5533	8.05	
						<b>Total Activity</b>

**BRISTOL, TIM** 20.00  
 Account Number: XXXX-XXXX-XXXX

11/21	11/18	FESTIVAL DRY CLEANERS BERRYVILLE VA	24707806325980002850540	7216	20.00	
						<b>Total Activity</b>

**BUSSERT, ERNIE** 92.06  
 Account Number: XXXX-XXXX-XXXX

11/07	11/04	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976310091402000265	5251	13.70	
11/10	11/09	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976315091402000070	5251	58.79	
11/18	11/17	SNS EAST -2871 BERRYVILLE VA	24427336322720040764240	5411	19.57	
						<b>Total Activity</b>

**CAPPO, JEFF** 6,883.98  
 Account Number: XXXX-XXXX-XXXX

11/01	10/31	JOINER MICRO LABORATORIE 540-347-7212 VA	24435656306200389700015	7399	1,090.00	
11/01	10/31	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976306091404000111	5251	49.95	
11/04	11/03	COYNE CHEMICAL 215-785-3000 PA	24224436309101032682148	5169	611.47	
11/09	11/08	USPS PO 5107560300 BERRYVILLE VA	24445006314000644310345	9402	41.33	
11/10	11/09	CAPITAL COMPRESSOR INC 703-365-0002 VA	24210736315200185800027	5085	109.60	
11/15	11/14	USA BLUE BOOK 800-548-1234 IL	24326846319636000088096	5085	347.42	
11/28	11/23	HACH COMPANY 9706631377 CO	24801996329700009920215	5085	662.18	
11/29	11/28	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976334091406000057	5251	9.30	
11/30	11/29	SHERWOOD-LOGAN & ASSOCIA 410-841-6810 MD	24435656334206649700014	5251	3,956.00	
11/30	11/29	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976335091407000311	5251	6.73	
						<b>Total Activity</b>

**DORSEY, DANIEL** 81.00  
 Account Number: XXXX-XXXX-XXXX

11/02	11/01	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976307091406000225	5251	3.70	
11/03	11/01	EXXONMOBIL 47851688 BERRYVILLE VA	24164056307837007987018	5541	20.00	
11/11	11/09	BERRYVILLE AUTO PARTS INC BERRYVILLE VA	24767896315725500443516	5533	57.30	
						<b>Total Activity</b>

**DUNKLE, CHRISTY** 131.26  
 Account Number: XXXX-XXXX-XXXX

11/17	11/16	DEPARTMENT OF ENVIRONMENT 804-6984279 VA	24755426322123226588270	9399	78.00	
11/25	11/23	USPS PO 5107560300 BERRYVILLE VA	24445006329000966593216	9402	53.26	
						<b>Total Activity</b>

**ELLIOTT, RALPH** 521.82  
 Account Number: XXXX-XXXX-XXXX

11/10	11/09	ALTMED MEDICAL CTR- FR FRONT ROYAL VA	24493986314286693000127	8011	85.00	
11/21	11/17	BROY & SON PUMP SERVICE BERRYVILLE VA	24073146323900016900015	1799	178.99	
11/21	11/18	LOWES #02724* WINCHESTER VA	24692166323000032993877	5200	55.90	
11/21	11/18	ROCKYBOOTS COM 740-7539100 OH	24717056324643240142911	5661	177.96	
11/21	11/18	HARBOR FREIGHT TOOLS 595 WINCHESTER VA	24231686324400010582946	5251	23.97	
						<b>Total Activity</b>

**FERREBEE, DARRELL** 237.64  
 Account Number: XXXX-XXXX-XXXX

11/01	10/31	FISHER AUTO PARTS 009 BERRYVILLE VA	24431066306200824100041	5533	209.24	
11/21	11/18	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976324091409000056	5251	28.40	
						<b>Total Activity</b>

**FIDDLER, HEATHER** 46.01  
 Account Number: XXXX-XXXX-XXXX

11/04	11/03	Amazon web services aws.amazon.co/WA	24692166308000039294567	7399	0.56	
11/15	11/14	USPS PO 5107560300 BERRYVILLE VA	24445006320000701692488	9402	45.45	
						<b>Total Activity</b>

**LICKEY, PATRICK** 172.69  
 Account Number: XXXX-XXXX-XXXX

Transactions						
Posting Transaction						
Date	Date	Description	Reference Number	MCC	Charge	Credit
11/02	10/31	BERRYVILLE AUTO PARTS INC BERRYVILLE VA	24767896306664500434012	5533	30.40	
11/14	11/10	ANDERSON'S NURSERY BERRYVILLE VA	24061066316700085753243	5281	54.00	
11/14	11/12	WAL-MART #3344 WINCHESTER VA	24226386318091002023767	5411	88.29	
<b>LILLY, STEPHEN</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX						<b>85.00</b>
11/15	11/14	NATIONAL TESTING NETWORK 425-7745700 WA	24332396320008431336467	7299	85.00	
<b>LINK, BRIAN</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX						<b>54.86</b>
11/07	11/04	LOWES #02724* WINCHESTER VA	24692166309000841945975	5200	21.74	
11/07	11/04	FISHER AUTO PARTS 009 BERRYVILLE VA	24431066310200824500012	5533	3.86	
11/30	11/28	BERRYVILLE AUTO PARTS INC BERRYVILLE VA	24767896334850600489891	5533	11.99	
11/30	11/29	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976335091407000014	5251	4.20	
11/30	11/29	FISHER AUTO PARTS 009 BERRYVILLE VA	24431066335200824500021	5533	13.07	
<b>MCCORMICK, HARRY</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX						<b>62.03</b>
11/01	10/31	SNS EAST -2871 BERRYVILLE VA	24427336305720039874449	5411	10.62	
11/07	11/06	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976312091406000301	5251	17.62	
11/07	11/06	SNS EAST -2871 BERRYVILLE VA	24427336311720038832010	5411	7.15	
11/21	11/18	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976324091409000254	5251	26.64	
<b>MORELAND, DESIREE</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX						<b>23,532.79</b>
11/07	11/04	VAGP WWW.VAGP.ORG VA	24492156309637009827322	8699	70.00	
11/11	11/10	VA DMV ONLINE BILLING PAY804-3670595 VA	24755426316123167386385	9399	100.00	
11/14	11/10	TelRite Corporation COVINGTON GA	24393496316003129982961	4814	12.13	
11/15	11/14	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24431056319083761994394	4900	2,264.28	
11/15	11/14	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24431056319083755325738	4900	100.00	
11/15	11/14	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24431056319083707992759	4900	19,497.82	
11/15	11/15	COMCAST OF WINCHESTER 800-COMCAST VA	24692166320000396623076	4899	74.90	
11/16	11/15	VZWLSS*MY VZ VB P 800-922-0204 GA	24692166320000972902121	4814	689.81	
11/16	11/15	VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692166320000094895823	4899	401.45	
11/16	11/15	VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692166320000094895831	4899	151.50	
11/16	11/15	VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692166320000094895849	4899	170.90	
<b>PHILLIPS, ANN W</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX						<b>291.96</b>
11/09	11/08	STAPLS7165689029000001 877-8267755 NJ	24164076313105078734788	5111	79.02	
11/17	11/16	STAPLS7166167425000001 877-8267755 NJ	24164076321105156718760	5111	147.95	
11/18	11/17	STAPLS7166167425000002 877-8267755 NJ	24164076322105976718767	5111	15.99	
11/25	11/23	IN*TRUESHRED 888-7508783 VA	24692166328000108048049	7399	49.00	
<b>REYNOLDS, CHARLES</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX						<b>199.74</b>
11/03	11/01	BERRYVILLE AUTO PARTS INC BERRYVILLE VA	24767896307671200688614	5533	31.90	
11/11	11/10	ALTMED MEDICAL CTR- FR FRONT ROYAL VA	24493986315286693100082	8011	85.00	
11/23	11/22	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976328091407000013	5251	8.40	
11/30	11/29	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976335091407000022	5251	74.44	
<b>STOVER, KEITH</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX						<b>- \$22.57</b>
11/01	10/29	THE WORKINGMANS STORE WINCHESTER VA	74223696305980059132833	5691	185.39	
11/11	11/10	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976316091404000218	5251	30.35	
11/15	11/14	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801976320091402000172	5251	14.69	
11/30	11/29	LOWES #02724* WINCHESTER VA	24692166334000899392806	5200	41.88	
11/30	11/29	SHADE EQUIPMENT CO-WINCHEWINCHESTER VA	24412906334980005623848	5599	75.90	
<b>TYRRELL, DAVE</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-1						<b>10,637.07</b>
11/02	11/01	CUMMINS ATLANTIC #9 CLOVERDALE VA	24445006307600305088368	5046	641.35	
11/03	11/01	WAL-MART #2566 CHARLES TOWN WV	24226386307360491659578	5411	169.15	
11/10	11/09	ROBERTS OXYGEN CO BR 00 800-6263433 MD	24755426315843150837483	5085	27.85	
11/10	11/09	SAFETY SERVICES 602-639-4802 AZ	24445006315000659687297	5192	474.98	
11/11	11/10	FLOMEC INC 804-7946300 VA	24701776315729405858631	5085	495.00	
11/14	11/11	ATCO MANUFACTURING COMPAN973-3000174 GA	24275396316386800224331	2842	157.50	
11/14	11/11	NPC*NEW PIG CORP 800-468-4647 PA	24692166316000027141168	5964	435.20	
11/15	11/14	SQ *INSTRULOGIC LLC gosq.com VA	24692166319000596800398	7392	540.00	
11/15	11/08	COYNE CHEMICAL 215-785-3000 PA	24224436320101031825248	5169	803.24	
11/15	11/08	COYNE CHEMICAL 215-785-3000 PA	24224436320101031825305	5169	711.25	
11/15	11/14	COYNE CHEMICAL 215-785-3000 PA	24224436320101031825255	5169	640.52	
11/15	11/08	COYNE CHEMICAL 215-785-3000 PA	24224436320101031825321	5169	874.50	
11/15	11/08	COYNE CHEMICAL 215-785-3000 PA	24224436320101031825263	5169	251.97	
11/15	11/14	CUMMINS ATLANTIC #9 CLOVERDALE VA	24445006320600199176280	5046	476.34	
11/18	11/17	IN *SELECT SPECIALTY PROD434-2963937 VA	24692166322000509668565	5169	111.60	



BERRYVILLE TOWN OF  
 DESIRÉE MOREL AND  
 XXXX-XXXX-XXXX  
 November 01, 2016 - November 30, 2016

**Transactions**

Posting Transaction						
Date	Date	Description	Reference Number	MCC	Charge	Credit
11/21	11/18	WINCHESTER STAR CIR 540-6673200 VA	24755426323283231395571	5192	469.11	
11/29	11/28	USA BLUE BOOK 800-548-1234 IL	24326846333636000076168	5085	110.01	
11/29	11/28	COMMONWEALTH OF VA DEPT O804-7860447 VA	24755426334133346096605	9399	1,265.50	
11/30	11/28	MERRITT SANITATION 540-8695309 VA	24073146334900010300011	2842	65.00	
11/30	11/29	SHERWOOD-LOGAN & ASSOCIA 410-841-6810 MD	24435656334206649800012	5251	1,917.00	
						<b>Total Activity</b>

WHITE, NEAL

**2,051.24**

Account Number: XXXX-XXXX-XXXX

11/01	10/31	CHIEF SUPPLY 888-588-8569 NC	24492156305894565924811	5199	148.36	
11/03	11/02	IN *NORTON EMBROIDERY INC540-9551435 VA	24692166307000745511669	5949	120.00	
11/04	11/03	EVIDENT INC 540-576-3512 VA	24765186308980000314694	5046	353.76	
11/08	11/07	EVIDENT INC 540-576-3512 VA	24765186312980000314672	5046	59.85	
11/16	11/14	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767896320757900568868	5533	36.60	
11/18	11/17	CHIEF SUPPLY 888-588-8569 NC	24492156322894013287000	5199	126.34	
11/21	11/18	THE GUN SHOP 609-8591997 PA	24821686323900015800042	5941	790.00	
11/21	11/19	GALLS 859-266-7227 KY	24435656324801018875348	5964	407.50	
11/22	11/21	USPS PO 5107560300 BERRYVILLE VA	24445006327000789240161	9402	8.83	

**Finance Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	0.00%	\$0.00	\$0.00
CASH	0.00%	\$0.00	\$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.



16383350 - 020285 - 0003 - 0003 - 2

# Attachment 11



# Berryville Police Department

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

[policeadmin@berryvilleva.gov](mailto:policeadmin@berryvilleva.gov)

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

W. Neal White – Chief of Police

## MEMO

**DATE: 01/04/2017**

**TO: Town Council**

**FROM: Chief W. Neal White**

**CC:**

**RE: Police Department Monthly Report – 01/10/2017**

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### **Monthly Activity Report**

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

### **Police and Security Committee**

The Police and Security Committee did not meet in December. The next standing date for the committee to meet would be January 26, 2017 at 9:00 am in the A/B meeting room.

### **Staffing**

Matthew Andrews has been hired to fill the police officer position vacancy. He will attend the basic law enforcement academy in Middletown beginning January 18, 2017. The academy will conclude in May.

Interviews are underway to select a candidate to fill the position of Administrative Assistant which will be vacated by Laura Patten upon her retirement.

### **Holiday Toy Drive**

The toy drive was a huge success thanks in large part to the efforts of Officer Joe Shoremount. Over 100 toys were collected and distributed to 12 local families through the social services network. In addition, toys were distributed to children in the local Head Start program. I would like to thank all of those who assisted in this effort through their donation of time and toys.



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W. Neal White – Chief of Police

## *POLICE AND SECURITY REPORT*

Month: <b>December</b>	<b>Year To Date</b>	<b>December</b>	<b>November</b>
Year: <b>2016</b>	<b>2016</b>	<b>2016</b>	<b>2016</b>
<b><u>Complaints Answered</u></b>			
911 Hang Up:	45	5	4
Alarms:	126	17	6
Animal Complaint:	93	5	5
Assault And Battery:	14	0	1
Assist County:	16	0	3
Auto Larceny:	3	0	0
Burglary:	8	0	1
Civil Complaints:	85	6	2
Disturbance (Non Violent):	51	2	2
Domestic Disturbance:	7	1	1
Drunk In Public:	10	1	0
Forgery & Uttering:	0	0	0
Fraud:	9	2	0
Grand Larceny:	15	3	1
Harassment/Intimidation:	30	1	1
Homicide:	0	0	0
Juvenile Related:	52	4	2
Noise:	36	1	3
Petty Larceny:	21	4	0
Public Service:	42	7	2
Rape:	0	0	0
Robbery:	1	0	0
Runaway:	1	0	0
Shoplifting:	0	0	0
Suspicious Activity:	157	12	4
Trespassing:	12	0	2
Vandalism:	32	1	5
Welfare Check:	138	11	10
Miscellaneous Complaints:	209	20	20
<b>Total Complaints Answered:</b>	<b>1,213</b>	<b>103</b>	<b>65</b>



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W. Neal White – Chief of Police

## Traffic

Accidents Investigated:	47	6	4
Assist Motorist:	39	2	3
Child Safety Seat Install:	34	3	1
Funeral Escort:	40	3	5
Hit & Run:	16	2	0
Parking Tickets:	337	41	64
Traffic Warnings:	286	45	19

## Traffic Summons Issued

Defective Equipment:	2	0	0
Driving Suspended:	11	1	0
Expired Inspection:	7	0	2
Expired Registration:	9	0	1
Fail To Obey Highway Sign:	156	12	6
Fail To Obey Traffic Signals:	3	1	0
Fail To Stop/Lights & Siren:	1	0	0
Fail To Yield Right Of Way:	8	1	2
Hit And Run:	1	0	0
No Liability Insurance:	2	0	0
No Operator's License:	14	3	0
No Seat Belt:	2	0	1
Reckless Driving:	21	3	0
Speeding:	152	34	19
Miscellaneous Summons:	9	0	0
<b>Total Traffic Summons Issued:</b>	<b>398</b>	<b>55</b>	<b>31</b>



# 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:	16	1	1
A & B On Police Officer:	1	0	0
Auto Larceny:	0	0	0
Breaking And Entering:	2	0	0
Capias:	11	1	0
Disorderly Conduct:	1	0	0
Driving While Intoxicated:	7	1	1
Drunk In Public:	7	1	0
Fail To Obey Police Officer:	0	0	0
Fail To Pay Parking Ticket:	5	0	0
Forgery:	0	0	0
Fraud:	1	0	0
Grand Larceny:	1	0	1
Homicide:	0	0	0
Illegal Drugs/Paraphernalia	14	0	0
Petty Larceny:	2	0	1
Possess Alcohol Underage:	0	0	0
Protective Order:	36	1	3
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
	30	1	4
Miscellaneous Criminal Arrests:			
<b>Juvenile Arrest Total:</b>	0	0	0
<b>Total Criminal Arrests:</b>	137	6	11

## Found Open At Business In Town

Doors:	23	3	0
Windows:	0	0	0
Garage Doors Found Open:	0	0	0

# Attachment 12

**BERRYVILLE TOWN COUNCIL**  
**Streets and Utilities Committee**  
**Tuesday, January 3, 2017**  
**Berryville-Clarke County Government Center**  
**3:00 p.m.**

**MINUTES**

**Roll:**

**Town Council:**

Present: Patricia Dickinson, Chair; David Tollett

**Staff:** Keith Dalton, Town Manager; Rick Boor, Director of Public Works; Dave Tyrell,  
Director of Public Utilities

**Others:** Harry Lee Arnold, Jr.; Alton Echols

**Press:** None

1. Call to Order

Chair Dickinson called the meeting to order at 3:00 p.m.

2. Discussion – Schedule of Water and Sewer Fees

Mr. Dalton provided an overview of the concerns expressed by the Mayor regarding availability fees for multi-family developments.

Ms. Dickinson discussed her understanding of the tap fees and stated that she did not understand why the water fee would be greater than the sewer fee. She stated that she has researched this matter and that other jurisdictions provide reduced tap fees for senior developments. Mr. Dalton expressed concern about such an approach because uses can change.

Ms. Dickinson stated that she did not understand the fee charged to Mary Hardesty House when it was constructed. Mr. Dalton stated that as he recalled, when Mary Hardesty House was developed, another fee structure was in place. Ms. Dickinson reiterated her concern about the current fee schedule and stated that the Town needed to do what was reasonable and right. She stated that she has spoken with individuals that have not developed multi-family units in Berryville because of this fee schedule. She stated that the schedule served as an impediment to development of senior and affordable multi-family units.

Mr. Tollett inquired about usage of commercial users versus multi-family structures with the same sized meters. Mr. Dalton said that staff has not compared the two.

Mr. Dalton stated that, as he sees it, the Town Council could either: 1) leave the schedule alone, except correcting a typo in section III-2-(b); 2) amend section III-2-(b) by changing the per unit fee for multi-family development; or 3) amend section III-1 to

eliminate the multi-family reference and eliminate section III-1-(b). By consensus, the committee agreed with option 3 and directed staff to include such an amendment on the January 10 Town Council agenda.

3. Discussion – Draft Street Work Priorities FY18

The Committee and staff discussed the draft Street Work Priorities for FY 18. Mr. Dalton stated that he expects to have a final draft available for the committee to review at their next meeting.

4. Discussion – Water Main Upgrade Treadwell St/Budget Amendment

The Committee and staff discussed the water main upgrade for Treadwell Street and the associated budget amendment.

Mr. Dalton left the meeting.

5. Other

Ms. Dickinson inquired about the planned crosswalk at the intersection of Main Street and Hermitage Blvd. Mr. Boor stated that he was unaware of the status of the project.

Ms. Dickinson inquired about the condition of Cattleman's Lane. Mr. Boor stated that the road is owned by the railroad and is not maintained by the Town.

6. Adjourn

There being no further business, the committee adjourned at 4:10 p.m.

# Attachment 13

Town of Berryville Schedule of Water and Sewer Fees and Charges / Water  
and Sewer Availability Fees

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This matter has come to the fore because of the proposed development of the 120 unit Robert Regan House.

Mayor Dickinson has highlighted her concern about two aspects of the Town's Availability Fees as currently constituted.

Mayor Dickinson has pointed out that Section III.A.2.b of the Town of Berryville Schedule of Water and Sewer Fees and Charges (6/24/15) may contain a topographical error. Staff agrees that there is an error in that section and that the unit charge should be the same as the Multi-Family unit charge in Section 3.1. Accordingly, the per unit charge in Section 3.2.b should be \$4,725.

Mayor Dickinson has also expressed concerns about the schedule as it relates to availability fees for Multi-Family uses. Specifically, Section III.A.2.b provides that the water availability fee for multi-family units will be based on the higher of either the amount derived from multiplying the number of units by the per unit charge or the amount based on the meter size (Section III.A.2).

As currently constituted (but amended for the typo), the availability fee charge for the Regan House would be:

Water	\$567,000 (120 x 4,725)
Sewer	\$182,000
Total	\$749,000

The Streets and Utilities Committee discussed this matter on 3 January. The Committee directed staff to draft an amended schedule eliminating the per unit fee. Please find attached a draft amended schedule for discussion. If the schedule is amended in this manner the total availability fee charge for the Regan House would be:

Water	\$ 42,000
Sewer	\$182,000
Total	\$ 224,000

The difference between the two approaches is \$525,000 or \$4,375 per unit.

Please find attached:

- draft amended Town of Berryville Schedule of Water and Sewer Fees and Charges
- correspondence from Alton Echols on this matter
- current City of Fairfax fee schedule (model on which the Town's schedule was written)

**TOWN OF BERRYVILLE**  
**SCHEDULE OF WATER AND SEWER FEES AND CHARGES**  
 Effective ~~June 24, 2015~~ February 15, 2017

**I. USER FEES**

**A. WATER**

\$8.40 per 1,000 gallons of usage  
 \$5.00 per month minimum charge

**B. SEWER**

\$ 17.00 per 1,000 gallons of usage  
 \$ 15.00 per month minimum charge

**II. DEPOSITS AND ADMINISTRATIVE FEES**

**A. DEPOSITS**

Residential: \$ 225

Business/Commercial (excluding Restaurants and Laundries): \$ 860

Restaurant: \$ 785

Laundry: \$2,450

**B. ADMINISTRATIVE FEES**

Late Fee: 10% of bill amount

Service Disconnection/Reconnection Fee: \$40

Returned Check/ACH Fee \$25

**III. AVAILABILITY FEES**

**A. WATER**

	<u>Type of Premises</u>	<u>Charge</u>
1.	Residential:	
	Single Family Residential ( <b><u>detached or attached</u></b> )	
	<b><u>served by</u></b> individual 5/8" meter	\$ 5,250 + meter charge
	Town House, Duplex individual 5/8" meter	\$ 5,250 per unit + meter charge

Multi-Family served by a master meter

\$ 4,725 per unit + meter charge

**An amount based on the meter size as specified below**

2. Commercial, Industrial, Institutional, & Single Family greater than 5/8" meter:

Water Meter Size (Inches)	Demand Ratio	Avail. Fee	Radio Read Meter Cost
5/8	1.0	\$ 5,250	Meter cost + 30% admin. fee
3/4	1.5	7,825	Meter cost + 30% admin. fee
1.0	2.5	13,125	Meter cost + 30% admin. fee
1.5	4.375	22,970	Meter cost + 30% admin. fee
2.0	8.0	42,000	Meter cost + 30% admin. fee
3.0	16.0	84,000	Meter cost + 30% admin. fee
4.0	25.0	131,250	Meter cost + 30% admin. fee
6.0	50.0	262,500	Meter cost + 30% admin. fee

Greater than 6", Demand Ratio (AWWA M22) multiplied by fee for Demand Ratio 1

Notes:

- (a) Multi-family residences are defined as any master-metered group of apartments, town house, condominium or other residential units with each unit containing separate kitchen facilities.
- (b) In cases where a master meter is serving multi-family residences or a combination of multi-family and commercial units, the applicant will pay a fee based on the higher of (a) an amount derived by multiplying the unit charge of \$5,250 for multi-family residence times the total number of residential and commercial units to be served by a single meter, or (b) an amount based on the meter size as specified above. **Master meters may only be utilized when multi-family units are owned by one entity. Where multi-family units are owned individually or are condominiums, units must be separately metered.**

B. SEWER

Water Meter Size (Inches)	Demand Ratio	Avail. Fee
5/8	1.0	\$ 22,750
¾	1.5	34,125
1.0	2.5	56,875
1.5	4.375	99,535
2.0	8.0	182,000
3.0	16.0	364,000
4.0	25.0	568,750
6.0	50.0	1,137,500

Greater than 6", Demand Ratio (AWWA M22) multiplied by fee for Demand Ratio 1

IV. **LATERAL or CONNECTION FEES**

A. WATER

Meter Size (Inches)	By Others	By Town
5/8	* (b)	cost + 10% (\$500 min.) & b
3/4	* (b)	cost + 10% (\$500 min.) & b
1.0	* (b)	cost + 10% (\$500 min.) & b
1.5	* (b)	(c) & (b)

2.0	* ( b)	(c) & (b)
3.0	* (a) & (b)	(a) & (b)
4.0	* (a) & (b)	(a) & (b)
6.0	* (a) & (b)	(a) & (b)
Greater than 6"	* (a) & (b)	(a) & (b)

**B. SEWER**

Lateral Size (Inches)	By Others	By Town
4	*	cost + 10% (\$500 min.)
Greater than 4"	*	N/A (d)

Notes:

- (a) = Town of Berryville to furnish and install wet taps to existing mains at cost plus 10%. Contractor to furnish and install lines and vaults.
- (b) = Town of Berryville to install meters.
- (c) = Town of Berryville to provide 2" service line to property line with 2" ball valve at cost plus 10%. Contractor to furnish and install meter vault and meter setter.
- (d) = Installed by contractor if larger than 4" required.
- \* = Inspection fee applies, see Section V.

**V. INSPECTIONS**

**A. Sanitary Sewer Camera Service & Storm Sewer Camera Service**

Mains and Laterals Over 4-Inches in Diameter:

Mobilization Fee .....	\$250
Camera Fee .....	\$2.50 per linear foot

4-Inch Laterals:

Laterals Under 50-Feet in Length .....	\$100
Laterals 50-Feet in Length or Greater .....	\$100 plus \$2.50 per linear foot

**B. Inspections**

Approved Inspector or Town Staff.....	\$ 50 per hour
Licensed Professional Engineer .....	cost

Notes:

Cleaning lines will be required prior to camera use and is the responsibility of the applicant.

**VI. SIGNIFICANT INDUSTRIAL USER FEES**

Sewer system discharge permit .....	\$500
-------------------------------------	-------

**VII. WATER METER TESTING**

5/8" meter .....	\$ 100
All other meters .....	\$ 100 + cost

Notes: Fee is refunded if meter is found to be over registering

**VIII. UNAUTHORIZED USE OF SERVICE**

For unapproved water withdrawals from fire hydrants or any other part of the Town Water System, or when a customer willfully takes steps to reactivate service after service has been disconnected by the town on account of nonpayment of any charge owed to the town and the town is required to take some action to again discontinue

service, such as removing the meter, etc., a charge for unauthorized use of service in the amount of two hundred and fifty dollars (\$250) shall be paid. This charge shall be in addition to any other charge for water and sewer utility services owed to the town, as well as any other legal remedies which the town may be able to pursue for unauthorized use of service.

Z:\ADMIN\CLERK TOWN CLERK\Availability Fees\Availability fees effective 6-24-2015

# Echols Correspondence

## Keith Dalton

---

**From:** Keith Dalton  
**Sent:** Thursday, December 15, 2016 9:42 AM  
**To:** 'Alton Echols'  
**Cc:** Christy Dunkle; Ann Phillips  
**Subject:** RE: Land Development Application submitted on 13 December

Mr. Echols:

I have forwarded your proposed changes to the members of the Town Council. I am also forwarding your email to them.

Take care,

Keith

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

V 540.955.1099  
F 540.955.4524

---

**From:** Alton Echols [mailto:aecholsjr@gmail.com]  
**Sent:** Thursday, December 15, 2016 9:35 AM  
**To:** Keith Dalton <townmanager@berryvilleva.gov>  
**Cc:** Christy Dunkle <planner@berryvilleva.gov>; Desi Moreland <treasurer@berryvilleva.gov>; Ann Phillips <townclerk@berryvilleva.gov>  
**Subject:** Re: Land Development Application submitted on 13 December

Mr. Dalton, Although you have already concluded that there is no mechanism by which a private citizen may request an amendment to the Town of Berryville's Schedule of Water and Sewer Fees and Charges-since we earlier discussed (in a meeting with the Chairman of the Streets & Utilities, Mayor Pat Dickinson) a request to her committee for their recommendation to both clarified and then revise the fee schedule as follows:(1)- by deleting a part of "Notes: (b), (2) changing the \$5,250 for multi-family units to the corrected \$4,725, and (3) by adding "Note: (c)-Where a Master Meter is serving multi-family age-restrictive apartments in an Older Person Residential Zone (OPR) for persons 55 and older, an applicant for Water & Sewer will pay an amount based on the meter size as specified-my intention for the application was a request to be placed on the agenda for the next scheduled (or called) meeting of the Streets & Utility Committee. My fee submitted was a volunteer offer to pay the cost of a public hearing (if the council chooses to consider our request). Please forward this response as appropriate-best regards, Alton C. Echols, Jr.

Sent from my iPhone

On Dec 15, 2016, at 8:41 AM, Keith Dalton <townmanager@berryvilleva.gov> wrote:

Mr. Echols:

I am in receipt of a Land Development Application for "Revision to Water & Sewer Connection Fees".

There is no mechanism by which a private citizen may request amendment to the Town of Berryville Schedule of Water and Sewer Fees and Charges. Accordingly, the Town Clerk will return your application and check by the U.S. Mail.

It is important to note that, while there is not process by which a private citizen may request such an amendment, your suggestions will be passed on the Town Council.

Take care,

Keith

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

V 540.955.1099  
F 540.955.4524

<20161215082821068.pdf>

LAND DEVELOPMENT APPLICATION TOWN OF BERRYVILLE

(Please print or type)

Current Property Tax Plat# 14-5-251B
Owner A. C. Echols, Jr., TRUSTEE
Owner's Address 400 Custer Ct.
Berryville, Va. 22611
Phone 703-777-4100



Agent (Contact Person)
Agent's Address
Phone

Check Appropriate Request:

Rec Mail
@ J.10 pm
12/13/16

- 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: Revision to Water & Sewer Connection Fees

Revise Water & Sewer Connection Fee Schedule by deleting and adding (c):

Complete As Applicable:

Nature of Request/Proposal: (c) In cases where a Master Meter is serving multi-family age-restricted residences in Older persons 55 years and older, an applicant will pay an amount based on the meter size as specified.
Tax Map & Parcel Tax Map Plat #14-5-251B
Number(s):
Size of Project Site: 11 acres plus or minus +/-

Proposed # of Lots: ONE LOT Existing Zoning Older Person Residential (OPR)

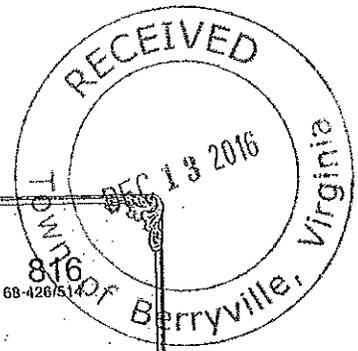
Owner or Agent: The information provided is accurate to the best of my knowledge. I understand that the Town may deny, approve, or conditionally approve the request for which I am applying. I certify that all property corners have been clearly staked and flagged.

Signature: A.C. Echols, Trustee Date: 12/13/16
for Battlefield Center Trust

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

ALA



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

Date: Dec. 13, 2016

**PAY to the order of** Town of Berryville \$ 700.00  
Summ headed add Dollars

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

For Application fee (WVS) Route C Echols  
[Redacted]

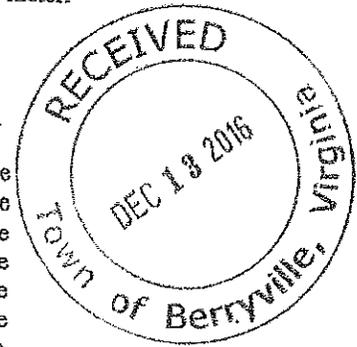
Security Features Details on Back.

*ACH*

2.

Commercial, Industrial, Institutional, & Single Family greater than 5/8" meter:

Water Meter Size (Inches)	Demand Ratio	Avail. Fee	Radio Read Meter Cost
5/8	1.0	\$ 5,250	Meter cost + 30% admin. fee
3/4	1.5	7,825	Meter cost + 30% admin. fee
1.0	2.5	13,125	Meter cost + 30% admin. fee
1.5	4.375	22,970	Meter cost + 30% admin. fee
2.0	8.0	42,000	Meter cost + 30% admin. fee
3.0	16.0	84,000	Meter cost + 30% admin. fee
4.0	25.0	131,250	Meter cost + 30% admin. fee
6.0	50.0	262,500	Meter cost + 30% admin. fee



Greater than 6", Demand Ratio (AWWA M22) multiplied by fee for Demand Ratio 1

Notes:

- (a) Multi-family residences are defined as any master metered group of apartment, town house, condominium or other residential units with each unit containing separate kitchen facilities.
- (b) In cases where a master meter is serving multi-family residences or a combination of multi-family and commercial units, the applicant will pay a fee based on ~~the higher of~~ an amount derived by multiplying the unit charge of \$5,250 for multi-family residence times the total number of residential and commercial units to be served by a single meter, ~~or (b) an amount based on the meter size as specified above.~~
- (c) ~~(c) In cases where a master meter is serving multi-family age-restricted residences in an Older Person Residential Zoning District (OPR) established for persons 55 years and older, an applicant will pay an amount based on the meter size as specified above.~~

B. SEWER

Water Meter Size (Inches)	Demand Ratio	Avail. Fee
5/8	1.0	\$ 22,750
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1.0	2.5	56,875
1.5	4.375	99,535
2.0	8.0	182,000
3.0	16.0	364,000
4.0	25.0	568,750
6.0	50.0	1,137,500

~~4725~~ (?)

Greater than 6", Demand Ratio (AWWA M22) multiplied by fee for Demand Ratio 1

IV. LATERAL or CONNECTION FEES

A. WATER

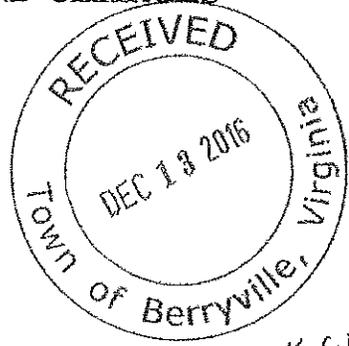
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1.5	*(b)	(c) & (b)
2.0	*(b)	(c) & (b)
3.0	*(a) & (b)	(a) & (b)
4.0	*(a) & (b)	(a) & (b)
6.0	*(a) & (b)	(a) & (b)
Greater than 6"	*(a) & (b)	(a) & (b)

- (c) In cases where a Master Meter is serving multi-family age-restricted residences in an Older Person Residential Zoning District (OPR) established for persons 55 years and older, an applicant will pay an amount based on the meter size as specified above.

AC 2

Ordinance Ad in 78'  
MHA was done as one lump  
+ 17¢ per unit

**TOWN OF BERRYVILLE**  
**SCHEDULE OF WATER AND SEWER FEES AND CHARGES**  
Effective June 24, 2015



**I. USER FEES**

**A. WATER**

\$8.40 per 1,000 gallons of usage  
\$5.00 per month minimum charge

**B. SEWER**

\$ 17.00 per 1,000 gallons of usage  
\$ 15.00 per month minimum charge

540-323-2060

**II. DEPOSITS AND ADMINISTRATIVE FEES**

**A. DEPOSITS**

Residential: \$ 225  
Business/Commercial (excluding Restaurants and Laundries): \$ 860  
Restaurant: \$ 785  
Laundry: \$2,450

Ref Bamm

**B. ADMINISTRATIVE FEES**

Late Fee: 10% of bill amount  
Service Disconnection/Reconnection Fee: \$40  
Returned Check/ACH Fee \$25

Condo + apt are diff.

**III. AVAILABILITY FEES**

**A. WATER**

Type of Premises	Charge
Residential:	
Single Family Residential individual 5/8" meter	\$5,250 + meter charge
Town House, Duplex individual 5/8" meter	\$5,250 per unit + meter charge
Multi-Family	\$4,725 per unit + meter charge

2

ACH

LAND DEVELOPMENT APPLICATION TOWN OF BERRYVILLE

(Please print or type)

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



Agent (Contact

Person)

Agent's

Address

Phone

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: Revision to Water & Sewer Connection Fees

Revise Water & Sewer Connection Fee Schedule by deleting and adding (c):

Complete As Applicable:

Nature of Request/Proposal: (c) In cases where a Master Meter is serving multi-family age-restricted residences in Older persons 55 years and older, an applicant will pay an amount based on the meter size as specified.

Tax Map & Parcel Tax Map Plat #14-5-251B

Number(s):

Size of Project Site: 11 acres plus or minus +/-

Proposed # of Lots: ONE LOT

Existing Zoning Older Person Residential (OPR)

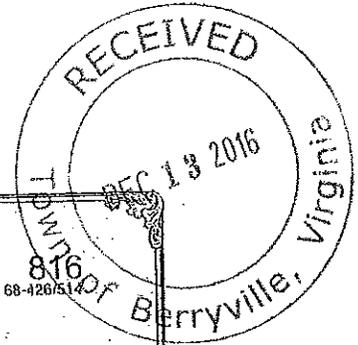
Owner or Agent: The information provided is accurate to the best of my knowledge. I understand that the Town may deny, approve, or conditionally approve the request for which I am applying. I certify that all property corners have been clearly staked and flagged.

Signature: A.C. Echols, Trustee Date: 12/13/16
for Battlefield Center Trust

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

ALA



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

Date Dec. 13, 2016

PAY to the order of Town of Berryville \$ 700.00  
sun-headed Dollars

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

For Application fee (WVS) Route C. Echols

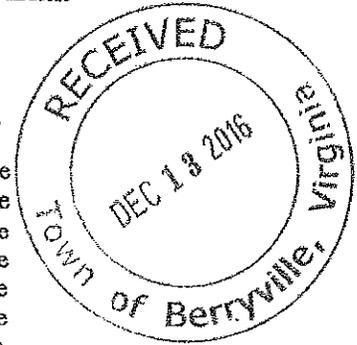
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ACH

2.

Commercial, Industrial, Institutional, & Single Family greater than 5/8" meter:

Water Meter Size (Inches)	Demand Ratio	Radio Read	
		Avail. Fee	Meter Cost
5/8	1.0	\$ 5,250	Meter cost + 30% admin. fee
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1.0	2.5	13,125	Meter cost + 30% admin. fee
1.5	4.375	22,970	Meter cost + 30% admin. fee
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Greater than 6", Demand Ratio (AWWA M22) multiplied by fee for Demand Ratio 1

Notes:

- (a) Multi-family residences are defined as any master metered group of apartment, town house, condominium or other residential units with each unit containing separate kitchen facilities.
- (b) In cases where a master meter is serving multi-family residences or a combination of multi-family and commercial units, the applicant will pay a fee based on ~~the higher of~~ an amount derived by multiplying the unit charge of ~~\$5,250~~ for multi-family residence times the total number of residential and commercial units to be served by a single meter, ~~or an amount based on the meter size as specified above.~~
- (c)

B. SEWER

Water Meter Size (Inches)	Demand Ratio	Avail. Fee
5/8	1.0	\$ 22,750
3/4	1.5	34,125
1.0	2.5	56,875
1.5	4.375	99,535
2.0	8.0	182,000
3.0	16.0	364,000
4.0	25.0	568,750
6.0	50.0	1,137,500

~~117,825~~ 4725 (?)

Greater than 6", Demand Ratio (AWWA M22) multiplied by fee for Demand Ratio 1

IV. LATERAL or CONNECTION FEES

A. WATER

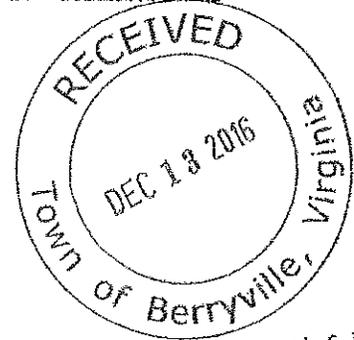
Meter Size (Inches)	By Others	By Town
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3/4	*(b)	cost + 10% (\$500 min.) & b
1.0	*(b)	cost + 10% (\$500 min.) & b
1.5	*(b)	(c) & (b)
2.0	*(b)	(c) & (b)
3.0	*(a) & (b)	(a) & (b)
4.0	*(a) & (b)	(a) & (b)
6.0	*(a) & (b)	(a) & (b)
Greater than 6"	*(a) & (b)	(a) & (b)

- (c) In cases where a Master Meter is serving multi-family age-restricted residences in an Older Person Residential Zoning District (OPR) established for persons 55 years and older, an applicant will pay an amount based on the meter size as specified above.

ACZ

Ordinance Ad in 70'  
MHA was done as one lump  
+ 17¢ per unit

**TOWN OF BERRYVILLE**  
**SCHEDULE OF WATER AND SEWER FEES AND CHARGES**  
Effective June 24, 2015



**I. USER FEES**

**A. WATER**

\$8.40 per 1,000 gallons of usage  
\$5.00 per month minimum charge

**B. SEWER**

\$ 17.00 per 1,000 gallons of usage  
\$ 15.00 per month minimum charge

**II. DEPOSITS AND ADMINISTRATIVE FEES**

**A. DEPOSITS**

Residential: \$ 225

Business/Commercial (excluding Restaurants and Laundries): \$ 860

Restaurant: \$ 785

Laundry: \$2,450

**B. ADMINISTRATIVE FEES**

Late Fee: 10% of bill amount

Service Disconnection/Reconnection Fee: \$40

Returned Check/ACH Fee \$25

**III. AVAILABILITY FEES**

**A. WATER**

Type of Premises	Charge
1. Residential:	
Single Family Residential individual 5/8" meter	\$5,250 + meter charge
Town House, Duplex individual 5/8" meter	\$5,250 per unit + meter charge
Multi-Family	\$4,725 per unit + meter charge

540-323-2060

Art Barron

Condo + apt are diff.

ACH



**FAIRFAX COUNTY WATER AUTHORITY**

**SCHEDULE OF RATES, FEES AND CHARGES**

**EFFECTIVE JULY 1, 2015**

**Adopted May 21, 2015**

**FOR THE USE OF AND FOR THE SERVICES  
FURNISHED OR TO BE FURNISHED BY FAIRFAX WATER**

**SCHEDULE NO. 1 – AVAILABILITY CHARGE**

An Availability Charge for water service to be furnished through each new separate service connection which is to be made to a water main, regardless of who may have paid for the installation of the water main to which the connection is to be made, shall be paid by each applicant for service prior to the installation of the meter for water service, as follows:

<u>Type of Premise</u>	<u>Charge</u>
Single-Family Residence – individual 5/8 inch meter .....	\$ 3,950
Townhouse Residence – individual 5/8 inch meter .....	3,950
Multi-Family Residence <sup>(1)</sup> – each unit <sup>(2)</sup> .....	3,160
Commercial, Industrial, Municipal, Single-Family or Townhouse Residence with larger than 5/8-inch meter: <sup>(2)</sup>	

Meter Size (inches)	Charge	Meter Size (inches)	Charge
5/8	\$ 3,950	3	\$ 84,300
3/4	7,900	4	131,700
1	13,200 <sup>(3)</sup>	6	263,350
1-1/2	26,350	8	421,350
2	42,150	10	605,700

<sup>(1)</sup> Multi-family residences are defined as any master metered group of apartment, townhouse, condominium, or other residential units with each unit containing separate kitchen facilities.

<sup>(2)</sup> In cases where a master meter is serving multi-family residences or a combination of multi-family and commercial units, the applicant shall pay a fee based on the higher of (1) an amount derived by multiplying the unit charge (\$3,160) for multi-family residences times the total number of residential and commercial units to be served by a single meter, or (2) an amount based on the meter size as specified above.

<sup>(3)</sup> In cases where a 1 inch meter is installed for a single-family residence or a townhouse residence equipped with a fire sprinkler system, the availability charge shall be \$3,950.

**SCHEDULE NO. 2 – LOCAL FACILITIES CHARGE**

A Local Facilities Charge of Nine Thousand Seven Hundred Fifty Dollars (\$9,750) for each separate connection to an existing water main shall be paid by each applicant who desires to secure water service, which charge shall be paid prior to the approval of the application for a service connection; provided, however, that in any instance where satisfactory evidence shows that an applicant for a connection has paid the cost of installation of the main to which the connection is to be made, either by installing the main at his expense and then conveying the same to Fairfax Water (or its predecessors) or by reimbursing Fairfax Water (or its predecessors) for the cost of such main, the Local Facilities Charge shall be waived.

SCHEDULE NO. 3 – SERVICE CONNECTION CHARGE

A Service Connection Charge shall be paid by each applicant for each new service connection and meter installation prior to the approval of the application therefor, as follows:

Service Installed by Fairfax Water	
Meter Size (inches)	Charge
3/8	\$1,090
3/4	1,420
1	1,490
1-1/2	2,370
2	2,950
Over 2	Actual cost plus an allowance of 40% for administrative and general overhead, but not less than \$3,000.

Service Installed by the Developer <sup>(1)</sup>	
Meter Size (inches)	Charge
3/8	\$470
3/4	480
1	550
Over 1	Actual cost plus an allowance of 40% for administrative and general overhead, but not less than \$600.

<sup>(1)</sup> Installation of services by developers must have the prior approval of Fairfax Water. If approved, the difference between the charges for services installed by Fairfax Water and services installed by the developer will be refunded upon completion of the work.

SCHEDULE NO. 4 – ACCOUNT CHARGE

An Account Charge of Thirty-six Dollars (\$36) shall be paid by each applicant for service, whether for a new account or for a transfer of account.

SCHEDULE NO. 5 – SPECIAL CONTRACT SERVICE METERED RATES

A. *Wholesale*

Wholesale customers pay rates established by individual contract. The following customers have entered into contracts with Fairfax Water whereby they have each reserved a specified capacity in Fairfax Water's system for their use and are paying for that capacity at the same unit cost incurred by Fairfax Water to construct or acquire the facilities which provide the capacity:

- Loudoun Water
- Metropolitan Washington Airports Authority (Dulles International Airport)
- Prince William County Service Authority
- Town of Herndon
- Town of Vienna
- United States Government (Fort Belvoir)
- Virginia-American Water Company – Alexandria District
- Virginia-American Water Company – Prince William District

B. *Untreated Industrial/Commercial*

The following customers obtain untreated water under contract with Fairfax Water for use in the operation of an industrial/commercial activity:

- Old Hickory Golf Club
- Prince William County Park Authority
- Vulcan Materials, Inc.

SCHEDULE NO. 6 – RETAIL SERVICE METERED RATES

A. Service Charge per bill rendered:

Meter Size (inches)	Charge for Quarterly Customers <sup>(1)</sup>	
	Single-Family/Townhouse	Multi-Family Residence, Commercial, Industrial or Municipal
5/8	\$ 9.80	\$ 11.45
3/4	10.55	13.85
1	11.75	17.25
1-1/2	14.65	25.65
2	15.75	33.35
3	-	77.95
4	-	124.35
6	-	232.80
8	-	397.45
10	-	532.80

<sup>(1)</sup> Monthly customers will be billed 1/3 of the applicable rate based on meter size.

B. Commodity Charge:

Charge per 1,000 Gallons

1. Charge for all consumption:

- a. by customers billed quarterly whose accounts were in existence (either in an active or inactive status) during the whole of the preceding winter quarter billing period <sup>(1)</sup>..... \$ 2.55
- b. by customers billed quarterly whose accounts were established during or subsequent to the preceding winter quarter billing period..... \$ 2.70
- c. by customers billed monthly whose accounts were in existence (either in an active or inactive status) for the preceding twelve (12) billing periods..... \$ 2.55
- d. by customers billed monthly whose accounts were not in existence for the preceding twelve (12) billing periods..... \$ 2.70

<sup>(1)</sup> The winter quarter billing period is defined as any quarterly billing period based on meter readings obtained or estimated in the months of February through April.

2. Additional Peak Use Charge:

- a. For all consumption by customers identified in 1.a. above in the June through November billing periods exceeding the greater of (1) 1.3 times the preceding winter quarter consumption or (2) 6,000 gallons above the preceding winter quarter consumption ..... \$ 3.55
- b. For all consumption by customers identified in 1.c. above for any volume of water purchased during the months of May through October which is in excess of 1.3 times the average monthly volume purchased in the billing cycle ending in March of each year ..... \$ 3.55

SCHEDULE NO. 7 – TURN OFF/TURN ON CHARGE

Where service has been discontinued due to nonpayment of any charge owed to Fairfax Water, a Turn Off/Turn On Charge of Fifty Dollars (\$50) shall be paid before service will be resumed.

SCHEDULE NO. 8 – TRANSACTION CHARGE FOR LATE PAYMENT

A Transaction Charge for Late Payment equal to Ten Percent (10%) of the amount of any bill rendered for water service shall be added to such bill in the event that the bill is not paid within 30 days following the date of rendering thereof.

SCHEDULE NO. 9 – CHARGE FOR UNAUTHORIZED USE OF SERVICE

When a customer willfully takes steps to reactivate service after service has been initially discontinued by Fairfax Water on account of nonpayment of any charge owed to Fairfax Water and Fairfax Water is required to take some other action to again discontinue service, such as removing the meter, etc., a Charge for Unauthorized Use of Service of Two Hundred Fifty Dollars (\$250) shall be paid before service will be resumed. This charge shall be in addition to the charge required to be paid under Schedule No. 7 of the Schedule of Rates, Fees and Charges.

SCHEDULE NO. 10 – FEES FOR USE OF FAIRFAX WATER FIRE HYDRANTS

A. Metered Use

- 1. Permit Charge..... \$20.00/year
- 2. Commodity Charge
  - a. Usage from April 15-October 15 ..... \$6.45/1,000 gals
  - b. Usage at all other times..... \$2.70/1,000 gals
- 3. Equipment Rental Charge
  - a. ½-inch meter with hydrant wrench .....
    - 1) Deposit..... \$400.00
    - 2) Daily/Monthly rental ..... \$1.00/day, \$7.00 mo
  - b. 3-inch meter with hydrant wrench
    - 1) Deposit..... \$1,720.00
    - 2) Daily/Monthly rental ..... \$5.00/day, \$25.00/mo

B. Non-Profit, Temporary Use (not exceeding 7 days or 14,000 gallons) <sup>(1)</sup>

- 1. Permit Charge..... \$10.00
- 2. Commodity Charge
  - a. Usage from April 15-October 15 ..... \$6.45/1,000 gals
  - b. Usage at all other times..... \$2.70/1,000 gals
- 3. Equipment Rental Charge
  - a. ½-inch meter with hydrant wrench
    - 1) Deposit..... \$150.00
    - 2) Daily rental ..... \$1.00/day

<sup>(1)</sup> Reverts to Schedule 10A, if exceeded.

- C. Failure to Report Hydrant Meter Reading..... \$25.00
- D. Unauthorized/Improper Use of Fire Hydrants..... \$250.00

## SCHEDULE NO. 11 – OVERHEAD CHARGES

Overhead charges, at the rates of One Hundred Ten Percent (110%) of direct labor costs and Twenty-five Percent (25%) of material costs, shall be applied to all billings by Fairfax Water for work performed or materials supplied by Fairfax Water to or for the benefit of other parties.

## SCHEDULE NO. 12 – CHARGES FOR INSTALLATION OF SEWER USE METERS

When a customer requests the installation of a meter for the purpose of more accurately monitoring sewer usage, Fairfax Water shall furnish a meter and meter yoke for installation by the customer. The charge, including an inspection of the completed installation by Fairfax Water personnel, shall be actual material cost plus a Forty-five Dollar (\$45) inspection fee.

In addition, a Service Charge for each such meter shall be billed in accordance with Schedule No. 6 of the Schedule of Rates, Fees and Charges.

## SCHEDULE NO. 13 – RETURNED PAYMENT CHARGE

A Returned Payment Charge in the amount of Twenty Dollars (\$20) shall be charged to a customer in the event the customer's payment is returned unpaid by the customer's bank.

## SCHEDULE NO. 14 – CHARGES FOR INSTALLATION OF RESTRICTED WATER SERVICE

Fairfax Water shall install a restricted water service, said service to be limited to the watering of lawns, shrubs and associated landscape features. The following charges shall apply:

A. *Service Connection Charge*

A charge equal to the Service Connection Charge under Schedule No. 3 of the Schedule of Rates, Fees and Charges for a single-family residence with a  $\frac{5}{8}$  inch meter.

B. *Availability Charge*

A charge equal to 10 percent of the Availability Charge under Schedule No. 1 of the Schedule of Rates, Fees and Charges for a single-family residence with a  $\frac{5}{8}$  inch meter.

C. *Local Facilities Charge*

A charge equal to 10 percent of the Local Facilities Charge under Schedule No. 2 of the Schedule of Rates, Fees and Charges.

# Attachment 14

*January 10, 2017*

The Budget and Finance Committee met on 15 December and discussed this matter. Please find attached a summary prepared to provide the Town Council with an analysis of the financial implications of pre-purchase of the membranes.

General Electric wants to enter into this pre-purchase agreement this month. Therefore, if Town Council wishes to proceed with the agreement, then it should be approved at this meeting. A sample motion addressing this matter is attached.

*December 13, 2016*

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.

## Wastewater Treatment Plant Membrane Pre-Purchase & Membrane Replacement Summary

The Town of Berryville has the opportunity to pre-purchase Wastewater Treatment Plant membranes and LEAPmbr upgrade from GE. The pre-purchase will save an estimated \$216K. The membrane purchase will be funded using VRA/Membrane Replacement Reserves.

### Membrane Pre-Purchase

- Total Est Cost \$1.117M; Includes membranes, parts & labor, LEAPmbr upgrade, and contingency
- Payments of \$90K per year beginning FY17 and remaining balance paid FY22
- Requires budget amendment of \$90K for FY17
- Requires 4.39 availability fees <sup>(1)</sup> to fund annual expenses

### Membrane Replacement (as needed)

- Total Est Cost \$1.333M; Includes same components as pre-purchase above
- Requires 6.26 availability fees <sup>(1)</sup> to fund annual expenses

Sewer Fund	FY-2017	FY-2018	FY-2019	FY-2020	FY-2021	FY-2022	
<b><u>Membrane Pre-Purchase</u></b>							
<b>Revenues</b>							
Fund Balance	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ 570,000	
Availability Fees	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
<b>Expenses</b>							
Membrane Pre-purchase	\$(90,000)	\$(90,000)	\$(90,000)	\$(90,000)	\$(90,000)	\$(670,000)	\$(1,120,000)
Membrane Replacement Reserve	\$(50,000)	\$(10,000)	\$(10,000)	\$(10,000)	\$(10,000)		
<b><u>Membrane Replacement</u></b>							
<b>Revenues</b>							
Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,190,449	
Availability Fees	\$ 50,000	\$ 142,612	\$ 142,612	\$ 142,612	\$ 142,612	\$ 142,612	
<b>Expenses</b>							
Membrane Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$(1,333,061)	\$(1,333,061)
Membrane Replacement Reserve	\$(50,000)	\$(142,612)	\$(142,612)	\$(142,612)	\$(142,612)		

Reserve Analysis	Pre-Purchase	Replacement
VRA Reserve	\$ 470,000	\$ 470,000
Membrane Replacement Reserves FY-15	\$ 50,000	\$ 50,000
Membrane Replacement Reserves FY-16	\$ 50,000	\$ 50,000
Membrane Replacement Reserves FY-17	\$ 50,000	\$ 50,000
Membrane Replacement Reserves FY-18	\$ 10,000	\$ 142,612
Membrane Replacement Reserves FY-19	\$ 10,000	\$ 142,612
Membrane Replacement Reserves FY-20	\$ 10,000	\$ 142,612
Membrane Replacement Reserves FY-21	\$ 10,000	\$ 142,612
<b>TOTAL</b>	<b>\$ 660,000</b>	<b>\$ 1,190,449</b>

<sup>(1)</sup> Current sewer availability fees are \$22,750. Calculations: Pre-Purchase \$100K/\$22,750 = 4.39; Replacement \$142,612/\$22,750 = 6.26. Availability fees are used to fund expenses other than Membrane Pre-Purchase or Membrane Replacement. If Availability fees required are not realized, sewer rates may be increased.

## Wastewater Treatment Plant Membrane Pre-Purchase & Membrane Replacement Summary

### Total Estimated Costs

- Assumes May 2022 purchase of membranes
- Contingency includes prep and return of shipping crates plus any unknown expense that may arise such as possible O&M updates
- Contingency is increased for purchase at time of need (i.e. replacement) because there are additional unknowns
- Pre-purchase gives us today's labor rates for programming and other work. Actual cost of this is assumed to increase by 1.5% per year

	Number of Membranes	Pre-purchase Unit Cost	Est Cost	Replacement Unit Cost	Est Cost	Difference
Membranes	504	\$1,540	\$776,125	\$1,894	\$954,576	
Parts & Labor			\$188,875		\$206,803	
LEAPmbr Upgrade			\$102,000		\$111,682	
Contingency			\$50,000		\$60,000	
<b>TOTAL</b>			<b>\$1,117,000</b>		<b>\$1,333,061</b>	<b>\$216,061</b>

BERRYVILLE TOWN COUNCIL

MOTION TO PROCEED WITH PRE-PURCHASE OF WASTEWATER  
TREATMENT PLANT MEMBRANES FROM GENERAL ELECTRIC  
CORPORATION

Date: January 10, 2017

Motion By:

Second By:

I move that the Council of the Town of Berryville authorize the Town Manager to finalize and execute the pre-purchase agreement for wastewater treatment plant membranes from General Electric Corporation.

VOTE:

Aye:

Nay:

Absent:

Attest: \_\_\_\_\_  
Harry L. Arnold, Jr., Recorder

## 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  
d.tyrrell@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 ft<sup>2</sup> 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 ft<sup>2</sup> 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

<b>Budgetary Membrane Replacement Proposal</b>	3239 Dundas Street West, Oakville, Ontario, Canada L6M 4B2 Tel: 905 465 3030 Fax: 905 465 3050
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<b>To:</b>	Town of Berryville, Virginia referred to here as Berryville or Buyer	<b>Date:</b>	July 11, 2016
		<b>No. of Pages:</b>	27 including cover
<b>Attention:</b>	David A. Tyrrell, Director of Utilities	<b>Email:</b>	<a href="mailto:dirutilities@berryvilleva.gov">dirutilities@berryvilleva.gov</a>
<b>Plant Address:</b>	362 Parshall Road, Berryville, VA 22611 USA	<b>Telephone No.:</b>	540 955 1982
<b>From:</b>	Matthew Stapleford, Regional Lifecycle Manager, Northeastern USA	<b>Email:</b>	<a href="mailto:Matthew.Stapleford@ge.com">Matthew.Stapleford@ge.com</a>
		<b>Telephone No.:</b>	905 465 3030 x3454
		<b>Cell No.:</b>	905 334 4035
		<b>Fax No.:</b>	905 465 3050
<b>Cc:</b>	Matt Curran, Scott Hortop		
<b>Subject:</b>	Budgetary Membrane Replacement (Full Plant: 552 x ZW500D 370ft <sup>2</sup> Modules)	<b>Proposal No.:</b>	188558
		<b>Original Project No.:</b>	U-500306
<b>Plant Data:</b> Please provide corrections if inaccurate	Berryville Wastewater Treatment Plant, Municipal Sanitary Wastewater Treatment. 4 Trains, 3 x ZW500D 46/48M Cassettes per Train, 340ft <sup>2</sup> Modules. Substantial Completion Date: October 19, 2012.		





# 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](http://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 370ft<sup>2</sup> 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 #1.18 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.



## GE Water & Process Technologies

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



## GE Water & Process Technologies

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 <sup>2</sup>	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 <sup>2</sup> , Train	46,920	46,620
Total Module Count, Plant	552	504
Total Surface Area in Operation, ft <sup>2</sup> , 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 340ft<sup>2</sup> 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 <sup>2</sup> vs. 370ft <sup>2</sup> )	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 <sup>1</sup>
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 370ft<sup>2</sup> 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 ft <sup>2</sup> 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%			
	<b>All Figures are in USD.</b>		<b>Total:</b>	<b>965,000</b>
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.



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### 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.

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## 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 340ft<sup>2</sup> modules with the same number of ZW500D 370ft<sup>2</sup> 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 340ft<sup>2</sup> module to ZeeWeed 500D 370ft<sup>2</sup> 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 370ft<sup>2</sup> modules in place of 340ft<sup>2</sup> 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 340ft<sup>2</sup> modules is 4,320 lb. to 8,962 lb.

The lifting weight range for a 500D 48M cassette with 370ft<sup>2</sup> 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 340ft<sup>2</sup> to 370ft<sup>2</sup> 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.

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## 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;

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- 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.



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### 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.

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### 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](mailto: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 ordnance, 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      Filename: Berryville 188558 Budgetary Membrane Replacement 504 x ZW5000 370ft<sup>2</sup> July 11 2016  
Last Modified: 7/11/2016 10:23 AM      Technical Review: MS      Commercial Review: SH      OOA: 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



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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 15

Water main upgrade Treadwell Street

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At its December meeting, the Town Council agreed to set a public hearing on a budget amendment that would provide for the expenditure of funds from water distribution improvement reserves in order to complete a water main replacement project on Treadwell. The public hearing was advertised for the January Town Council meeting. The amount of the amendment was advertised at \$70,000.

Please find attached a project description and budget for the water main replacement project.

The attached budget has been calculated based on Town Crews completing the project and no charges for their time being assigned to the project. We would expect the project to cost approximately \$50,000 more if completed by a contractor.

At present, the line item in question has a balance of approximately 58,000. The budget for the for the project in question is \$60,000

While we intend to complete this project in house we would like to have the flexibility to complete it even if it had to be placed out to bid.

This matter was reviewed with the Streets and Utilities Committee on 3 January. Staff requests that the Town Council amend the current budget by increasing the water line improvement line item by \$70,000 to ensure that funds are available to complete this project. Excess funds would be returned to the reserve.

Please find attached a project description and a motion to move forward with the project.

## Water main upgrade Treadwell Street (from Smith Street east to Willow Lane)

### Project Summary

This project is a step in the Town's efforts to improve fire protection and reduce water loss. The project would provide for the installation of a new water main, replacement of water laterals, and installation of a fire hydrant.

### Project Scope

As a part of the Academy Court project, an 8" x 8" tee was installed on the south side of Treadwell Street near the intersection of Treadwell and Willow Lane. This tee provides the opportunity to extend a new main both east and west of that location. The project in question would begin at that new tee and extend in a westerly direction.

The new main would be extended approximately 400 feet or just west of the intersection of Treadwell and Smith Streets. The existing main would be removed and the new 8" main installed in the same ditch (temporary services provided to homes). Seven water laterals serving homes along Treadwell Street would be replaced. A fire hydrant would be installed near the intersection of Treadwell and Smith Streets.

For most of the project, while work is occurring, Treadwell Street from Willow Lane to Smith Street will be closed to through traffic. Residents who live in that street section will be permitted to ingress and egress except in specific instances where work requires the section (or portions thereof) to be closed to all traffic. Emergency access will be maintained to the greatest extent possible and Clarke County Emergency Communications will be informed of closures.

Improvements will be installed to prepare for eventual extension of the main further to the west.

Street crossings would be patched with base asphalt. Entire street section will be capped as a part of the FY 18 Spring/Summer paving projects (not a part of this project).

### Project Budget (Project completed by Public Works Department Personnel)

Estimated construction cost	50,000
Contingency	5,000
Survey Cost	3,500
Legal Cost	1,500
Total	60,000

### Project Schedule

Meeting with area residents	Early/Mid-February 2017
Initiation of project activity	Mid-March 2017
Completion of Project	Mid-June 2017

BERRYVILLE TOWN COUNCIL

MOTION TO PROCEED WITH UPGRADE OF WATER MAIN  
ON TREADWELL STREET

Date: January 10, 2017

Motion By:

Second By:

I move that the Council of the Town of Berryville authorize staff to proceed with the planned upgrade of the water main on Treadwell Street.

VOTE:

Aye:

Nay:

Absent:

Attest: \_\_\_\_\_  
Harry L. Arnold, Jr., Recorder

# Attachment 16

# Memo

**To:** Town Council  
**From:** David Tyrrell  
**Date:** January 3, 2016  
**Re:** December 2016 Operations Report

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The water treatment plant is in compliance for December 2016 with its monthly parameters. We sent a total of 9.653 MG water to the system with a daily average production of 0.333 MGD and a daily max of 0.503 MG.

We have taken both treatment trains down for cleaning and maintenance adding about 800 lbs of anthracite to each filter and repairing the backwash flap in filter #2. We have also cleaned the river vault with the help of Public Works and their jet trailer to provide a pressure washer. Water tank levels were easily maintained during both processes and levels were well maintained through the holidays with little drop in storage levels. All tanks will be back to full by the end of this week.

Drought Conditions: Water levels in the Shenandoah River have run well below historical averages for the month of December. Even with the low river levels there are no concerns for drought conditions affecting 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 8.03 MG with a daily average of 0.26 MGD and a daily max of 0.42 MG.

Capital Tristate has been on site to trouble shoot equipment issues. Problems with the air scour blowers and RAS pump #2 have been located and repairs have been scheduled with Consolidated Electric and parts are being purchased for the work which we can do in house.

New radios and PLC's have been installed and needed programing completed for Boom Rd Pump Station SCADA and this system is back on line.

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 VDH and DMR data report is not

complete as of this time or reviewed for QA/QC purposes and may be adjusted slightly should any data entry errors be found.



# Berryville STP Monthly DMR Data

December 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
12/1/2016	0.38	7.4	17.1	1.00	1.42			8.9	8.2				
12/2/2016	0.25	7.5	16.8					9.7	9.5				
12/3/2016	0.21	7.2	16.6					9.7	8.2				
12/4/2016	0.21	7.4	17.2					8.9	8.5				
12/5/2016	0.36	7.5	15.9					9.4	9.4				
12/6/2016	0.42	7.2	16.2	0.00	0.00	0.00	0.00	10.4	9.4	6.55	0.50	0.80	7.05
12/7/2016	0.32	8.0	23.5	2.00	2.41			10.8	9.6				
12/8/2016	0.27	7.3	16.1	0.00	0.00			10.7	9.6				
12/9/2016	0.18	7.3	15.3					8.8	8.5				
12/10/2016	0.17	7.4	14.7					10.0	9.8				
12/11/2016	0.20	7.5	14.2					8.7	9.1				
12/12/2016	0.22	7.6	15.3					9.4	9.7				
12/13/2016	0.24	7.3	13.6	2.00	1.79			9.3	9.0	3.65	0.85	0.76	4.50
12/14/2016	0.26	7.6	15.5	2.00	1.95			10.1	9.8				
12/15/2016	0.27	7.4	14.0	3.00	3.04			9.8	9.7				
12/16/2016	0.25	7.3	13.2					10.0	9.7				
12/17/2016	0.28	7.3	12.0					10.1	9.6				
12/18/2016	0.28	7.4	13.8					9.5	8.8				
12/19/2016	0.26	7.3	13.9					11.6	9.6				
12/20/2016	0.28	7.2	13.5	3.00	3.13			11.3	9.8				
12/21/2016	0.25	6.9	14.3	5.00	4.64			10.4	10.1				
12/22/2016	0.24	6.9	14.6	3.00	2.68			11.4	10.1				
12/23/2016	0.25	7.4	13.7					11.2	10.1				
12/24/2016	0.25	7.4	14.3					10.6	10.1				
12/25/2016	0.25	7.1	14.6					11.0	11.0				
12/26/2016	0.24	7.0	14.8					12.6	11.2				
12/27/2016	0.24	7.0	15.4					10.3	9.4				
12/28/2016	0.25	7.0	15.1					10.7	9.6				
12/29/2016	0.26	6.8	14.8					10.1	10.3				
12/30/2016	0.28	7.0	15.0					10.5	9.7				
12/31/2016	0.29	7.2	14.7					10.3	9.4				
Minimum	0.17	6.8	12.0	0.00	0.00	0.00	0.00	8.7	8.2	3.65	0.50	0.76	4.50
Maximum	0.42	8.0	23.5	5.00	4.64	0.00	0.00	12.6	11.2	6.55	0.85	0.80	7.05
Total	8.03	225.8	469.7	21.00	21.07	0.00	0.00	316.2	296.5	10.20	1.35	1.56	11.55
Average	0.26	7.3	15.2	2.10	2.11	0.00	0.00	10.2	9.6	5.10	0.68	0.78	5.78
Geo Mean	0.25	7.3	15.0	2.01	2.07	1.00	1.00	10.2	9.5	4.89	0.7	0.78	5.63

# Berryville STP Monthly DMR Data

December 2016

Date	Eff Total N KG/D	Eff Total P mg/l	Eff Total P KG/D	E-Coli No/100ml
12/1/2016				1
12/2/2016				
12/3/2016				
12/4/2016				
12/5/2016				
12/6/2016	11.33	0.11	0.18	1
12/7/2016				
12/8/2016				
12/9/2016				
12/10/2016				
12/11/2016				
12/12/2016				
12/13/2016	4.04	0.14	0.13	1
12/14/2016				
12/15/2016				
12/16/2016				
12/17/2016				
12/18/2016				
12/19/2016				
12/20/2016				1
12/21/2016				
12/22/2016				
12/23/2016				
12/24/2016				
12/25/2016				
12/26/2016				
12/27/2016				
12/28/2016				
12/29/2016				
12/30/2016				
12/31/2016				
Minimum	4.04	0.11	0.13	1
Maximum	11.33	0.14	0.18	1
Total	15.37	0.25	0.30	4
Average	7.69	0.13	0.15	1
Geo Mean	6.77	0.12	0.15	1



# Berryville WWTP Monthly Membrane Operation Report

## December 1 2016 - December 31 2016

### UF 1 KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
FluxBeforeBP	●	100 %	1.67	759	6.428
PermeateTurbidityAfterBP	●	100 %	0.02	763	0.164
TCPermeabilityBeforeBP	●	100 %	8.0	605	35.167
TMPBeforeBP	●	100 %	0.1	763	0.245
TotalPermeateFlowDaily		100 %	15314.87	32	68189.969

### UF 2 KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
FluxBeforeBP	●	100 %	1.6	770	6.47
PermeateTurbidityAfterBP	●	100 %	0.07	770	0.168
TCPermeabilityBeforeBP	●	99 %	9.08	677	30.961
TMPBeforeBP	●	100 %	0.13	770	0.277
TotalPermeateFlowDaily		100 %	16792.76	32	67534.406

### UF 3 KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
FluxBeforeBP	●	100 %	1.66	741	6.484
PermeateTurbidityAfterBP	●	100 %	0.01	743	0.166
TCPermeabilityBeforeBP	●	99 %	4.42	739	32.923
TMPBeforeBP	●	100 %	0.07	701	0.284
TotalPermeateFlowDaily		100 %	15040.0	32	64700.188

### UF 4 KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
FluxBeforeBP	●	100 %	1.55	816	6.372
PermeateTurbidityAfterBP	●	100 %	0.01	816	0.178
TCPermeabilityBeforeBP	●	99 %	9.63	736	30.567
TMPBeforeBP	●	100 %	0.15	813	0.269
TotalPermeateFlowDaily		100 %	13252.18	32	67904.063

### UF Plant KPI Summary

Parameter	Health	%In	Std. Dev	Points	Avg
PermeateTemperature		100 %	2.88	2975	44.163
TotalPermeateFlowDaily		100 %	55439.31	32	268328.625

### UF 1 KPI Summary

Parameter	LL	LCL	UCL	HH	Dec
FluxBeforeBP	--	--	12.23	16.3	6.428
PermeateTurbidityAfterBP	0	--	0.9	1	0.164
TCPermeabilityBeforeBP	4	6	--	--	35.167
TMPBeforeBP	--	--	7	8	0.245
TotalPermeateFlowDaily	--	--	--	--	68146.645

### UF 2 KPI Summary

Parameter	LL	LCL	UCL	HH	Dec
FluxBeforeBP	--	--	12.23	16.3	6.47
PermeateTurbidityAfterBP	0	--	0.9	1	0.168
TCPermeabilityBeforeBP	4	6	--	--	30.961
TMPBeforeBP	--	--	7	8	0.277
TotalPermeateFlowDaily	--	--	--	--	67401.387

### UF 3 KPI Summary

Parameter	LL	LCL	UCL	HH	Dec
FluxBeforeBP	--	--	12.23	16.3	6.484
PermeateTurbidityAfterBP	0	--	0.9	1	0.166
TCPermeabilityBeforeBP	4	6	--	--	32.923
TMPBeforeBP	--	--	7	8	0.284
TotalPermeateFlowDaily	--	--	--	--	64155.387

### UF 4 KPI Summary

Parameter	LL	LCL	UCL	HH	Dec
FluxBeforeBP	--	--	12.23	16.3	6.372
PermeateTurbidityAfterBP	0	--	0.9	1	0.178
TCPermeabilityBeforeBP	4	6	--	--	30.567
TMPBeforeBP	--	--	7	8	0.269
TotalPermeateFlowDaily	--	--	--	--	67990.742

### UF Plant KPI Summary

Parameter	LL	LCL	UCL	HH	Dec
PermeateTemperature	32	--	100	110	44.163
TotalPermeateFlowDaily	--	--	1100000	2100000	267694.161

# Attachment 17

## **Report of the Department of Public Works January 4, 2017**

A local contractor was repairing a sewer lateral for a resident on Smith Street when he noticed the water lateral serving the house was in poor condition. He contacted me asked if I wanted to upgrade the lateral while he had the trench open. I visited the site, determined the lateral needed replacing, and sent a Public Works Crew out. We replaced the lateral from the main and set a new meter setter and box.

We experienced our first snow and ice event this past month. During the event one of our salt spreaders experienced a mechanical issue and had to be taken out of service. We found the problem to be with the motor and had to replace it. Our replacement motor didn't arrive until yesterday, January 3. We are in the process of installing it and should be ready by the end of today.

I have met with Keith the last couple of weeks discussing future water improvement projects and paving projects. We have been working on putting together a list prioritizing these projects. We should have the list available within the week or so.