

**BERRYVILLE TOWN COUNCIL
MEETING AGENDA
Regular Meeting
Berryville-Clarke County Government Center
101 Chalmers Court, Second Floor
Main Meeting Room
Tuesday, August 8, 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	No public hearings scheduled	
5. Citizens' Forum		
6. Consent Agenda	Motion Minutes of Work Session – 7/10/17 Minutes of Regular Meeting – 7/11/17 Minutes of Streets and Utilities Committee Meeting – 8/1/17	1↓
7. Report of Patricia Dickinson, Mayor		
8. Report of Harry Lee Arnold, Jr., Recorder		
9. Report of Christy Dunkle, Asst. Town Manager for Community Development	Monthly Report	2↓

<u>Item</u>	<u>Attachment</u>
10. Report of Keith Dalton, Town Manager	
July 24, 2017 Event in Rose Hill Park	3
Water Tank Project Outstanding Issues	4
11. Report of Erecka Gibson – Chair, Budget and Finance Committee	
Report of Desiree Moreland, Treasurer	5
12. Report of Donna McDonald – Chair, Community Improvements Committee	
13. Report of David Tollett – Chair, Police and Security Committee	
Report of Neal White, Chief of Police	6
14. Report of Patricia Dickinson – Chair, Streets and Utilities Committee	
Report of David Tyrrell, Public Utilities Director	7
Report of Rick Boor, Public Works Director	8
Water/Sewer Bill Adjustment Request	9↑
FY2018 Street Work Priorities	10↑
15. Report of Harry Lee Arnold, Jr. – Chair, Personnel Committee	
16. Other	
17. Closed Session – No closed session scheduled	
18. Adjourn	

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

Attachment 1

BERRYVILLE TOWN COUNCIL
MOTION TO APPROVE CONSENT AGENDA

Date: August 8, 2017

Motion By:

Second By:

I move that the Council of the Town of Berryville approve the consent agenda.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Budget Work Session
July 10, 2017
3:00 p.m.

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

Staff: Keith Dalton, Town Manager; Desiree Moreland, Assistant Town Manager/Treasurer; Ann Phillips, Town Clerk

Press: None

1. Call to Order

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

2. Approval of Agenda

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

3. Discussion – Draft Cash Disbursements and Procurement Work Plan

Mr. Dalton reviewed the method used to create the Draft Work Plan. The gaps identified by the audit (see Attachment A) were discussed as follows:

GAP_1: The Resolution identified was the requirement of a Vendor Registration form including a W-9. Council agreed to remove “recurring”, asked that the Vendor Registration form provide a space for the Vendor’s preferred method of payment: P-card or check, examine whether MROs can be excluded, and address any insurance requirements for the Vendor.

GAP_3: The Draft Plan called for no additional action required for a purchase less than \$5000 since a purchase will document the quote of one price. Council member Gibson said that there should be physical documentation of a quote for all purchases. Staff will examine how to address this request.

GAP_4: The Resolution identified was the requirement of the Department Head signature on Purchase Orders and Requests for Payment. Council member Gibson asked that the Plan clarify when a Purchase Order is and is not required. Staff will examine whether the Purchasing Policy needs to be amended to address this issue.

GAP_5: The Resolution identified was the requirement for a Price Quote Record form to be completed and signed by Department Heads. It was agreed to contact the auditor for clarification on whether the Town Purchasing policy, as written, requires four quotes not solicitations.

GAP_6: The Resolution identified was the requirement of the Sole Source Procurement form be completed and signed by both the Department Head and the Town Manager and the form be attached to the Request for Payment or Purchase Order Request form. Staff is to examine how to exempt MROs and purchases under a certain amount.

GAP_7: The Resolution identified was the requirement that the Emergency Procurement Justification form be completed by Department Head and signed by both the Department Head and the Town Manager and the form be attached to the Request for Payment form.

GAP_12: The Resolution identified was the requirement that the Cooperative Procurement form be completed by the Department Head and signed by both the Department Head and the Town Manager and the form attached to the Request for Purchase Order or Request for Payment form. Mayor Dickinson asked that a reference check be added for contracts over \$100,000. There was discussion of requiring Town Council approval for large cooperative procurements. Mr. Dalton noted that it would be best for the Policy to mirror the Virginia Public Procurement Act. He said that Town Council could be given notice of the intention to use a cooperative procurement agreement with time allowed for Council members to object if they do not approve. Council member Gibson said that if an item is not being addressed, then it should be noted in the work plan. Recorder Arnold said if Council wishes to review a cooperative contract, it should be made available in the office rather than sent out.

GAP_13: The Resolution identified was the requirement for Department Heads to complete a Request for Payment form when submitting bills for payment. Council member Gibson asked that the requirement for a purchase order be clarified in the Plan and the Purchasing Policy, therefore the Policy will be amended to say that a Purchase Order is required for purchases over \$5000.

GAP_8: The Resolution identified was the requirement that both the cardholder and the Department Head complete the P-Card Expense Report form.

GAP_10: The first Resolution identified was that the Finance Clerk will, prior to electronic approval in Works, print the Works report, sign it, and provide it to the Assistant Town Manager/Finance. After discussion, it was agreed that this requirement is unnecessary. The second Resolution identified was the requirement that the Works Reports on which the Finance Clerk has been an initiator will also be reviewed and signed by Assistant Town Manager/Finance prior to the Finance Clerk approving within Works.

GAP_9: The Resolution identified was that wire transfers and new ACH payments will be approved by the Mayor or Recorder, the Finance Clerk will sign transfers and new ACH payments, and the Assistant Town Manager/Finance will complete the transaction for the Town. The wire transfer process was discussed. Mayor Dickinson asked that she be given the bank statements in order to review the wire transfers. Recorder Arnold asked that the bank statements not be copied, but be available for review in the Treasurer's office.

GAP_2: The Resolution identified was to fund and fill the Finance Clerk position to allow segregation of duties. It was decided that the Treasurer will continue to write Purchase Orders to allow separation from the other accounts payable functions which the Finance Clerk will perform.

GAP_11: The Resolution identified that the Finance Clerk will have primary responsibility for accounts payable functions with the Assistant Town Manager/Finance serving as backup, and the Assistant Town Manager/Finance will have primary responsibility for procurement functions with the Town Clerk serving as backup for procurement functions.

Mr. Dalton said that he will plan to have a final draft of the Work Plan completed by September 12, 2017.

Mayor Dickinson reviewed the current Purchasing Manual. She made the following comments:

She said that on page 4, “should” should be replaced with “shall” under Documentation of Files, and the type of vendor should be specified to determine the necessary documentation.

She said page 7 references completion dates, but she does not see completion dates. It was decided that completion dates are found in contracts.

She said that on page 8, the reference to “should review all contracts annually” should be changed to “shall review all contracts annually.” The Council discussed the necessity of reviewing multi-year contracts, and the consensus was that it was unnecessary.

She questioned the mention on insurance on page 9 and page 13 and said the information appears conflicting. Mr. Dalton said that he would review the information.

She asked about the reference to Form REC-1, and Mr. Dalton said it was an old reference left in the Policy text, and it will be removed.

She asked for clarification of bidding and proposals. Ms. Moreland said that a bid is for a known thing, and a proposal is for how a vendor would offer to meet the requirement.

On motion of Council member Kitselman, seconded by Council member Gibson, the meeting was adjourned at 4:45 p.m.

Harry Lee Arnold, Jr., Recorder

Ann W. Phillips, Town Clerk

Process	Sub-Process	Risk No.	Risk	GAP No.	GAPs	RESOLUTION/ACTION	POSITION RESPONSIBLE	COMPLETION DATE
Procurement	Vendor Management	R_2	Purchases are made to unauthorized or fraudulent/non-existent vendors.	GAP_1	Prior to doing business with a new vendor, vendors are not required to submit business information, including an IRS Form W-9.	A. Develop a Vendor Registration Form with W-9 (Appendix B)	ATMF	COMPLETED
						B. Require all recurring vendors; excluding residential refunds, employee reimbursements, vendors for travel-related expenses, and the like, to complete a Vendor Registration Form with W-9.	FC	1/1/2018
	Purchasing	R_4	Purchases are made at unauthorized prices or terms.	GAP_3	Per the Town of Berryville's Procurement Policy Manual, one (1) quote is required to be obtained for purchases less than \$5,000. Documentation of quotes is not being consistently maintained.	No Action – If a purchase is made from a vendor, it is given that documentation of a price from at least one vendor is provided.	None	None
		R_4	Purchases are made at unauthorized prices or terms.	GAP_4	Department heads are not required to sign off on invoice or purchase requisition indicating approval of price, amount, terms, and GL expenditure account.	A. Amend Purchasing Policy to require Department Head signature.	Town Council	11/1/2017
						B. Purchase Order form will be amended to include a signature line for requesting Department Head.	ATMF	COMPLETED
		R_5	Expenditures are posted to incorrect accounts or periods.	GAP_4	Department heads are not required to sign off on invoice or purchase requisition indicating approval of price, amount, terms, and GL expenditure account.	C. Develop a Request for Payment form (Appendix B).	ATMF	COMPLETED
						D. Department Head signature will be required on Purchase Order Request forms and Request for Payment forms before processing.	FC	1/1/2018
		R_4	Purchases are made at unauthorized prices or terms.	GAP_5	Per the Town of Berryville's Procurement Policy Manual, four (4) quotes are required to be obtained for purchases of goods or nonprofessional services over \$5,000 to the small purchase limits set in the VPPA. Documentation of quotes is not being consistently maintained.	A. Develop a Price Quote Record form (Appendix B).	ATMF	COMPLETED
		R_11	Non-compliance with Virginia Public Procurement Act.	GAP_5	Per the Town of Berryville's Procurement Policy Manual, four (4) quotes are required to be obtained for purchases of goods or nonprofessional services over \$5,000 to the small purchase limits set in the VPPA. Documentation of quotes is not being consistently maintained.	B. Require Price Quote Record form to be completed and signed by Department Heads and attached to a Request for Payment form.	FC	1/1/2018
	R_4	Purchases are made at unauthorized prices or terms.	GAP_6	Per the Town of Berryville's Procurement Policy Manual, all sole source procurements for goods and services must be approved in advance by the Town Manager or designee. Additionally, the Town is required to maintain written determination documenting that there is only one source practicably available for that which is to be procured. Such procedures are not being performed.	A. Amend Purchasing Policy to require signature by Department Head and Town Manager.	Town Council	11/1/2017	
					B. Develop a Sole Source Procurement form (Appendix B).	ATMF	COMPLETED	
					C. Require that the Sole Source Procurement form be completed by Department Head and signed by both the Department Head and the Town Manager and the form attached to the Request for Payment form or Purchase Order Request form.	FC	1/1/2018	

Process	Sub-Process	Risk No.	Risk	GAP No.	GAPs	RESOLUTION/ACTION	POSITION RESPONSIBLE	COMPLETION DATE
Procurement	Purchasing	R_4	Purchases are made at unauthorized prices or terms.	GAP_7	Per the Town of Berryville's Procurement Policy Manual, in the case of emergency procurement, written documentation shall be maintained indicating the nature of the emergency and reason for selection of the particular contractor. Such written determination shall be signed by the Town Manager or designated representative. Such procedures are not being performed.	A. Amend Purchasing Policy to require Emergency Justification form be signed by Department Head and Town Manager.	ATMF/Town Council	11/1/2017
						B. Develop an Emergency Procurement Justification form (Appendix B).	ATMF	COMPLETED
						C. Require that the Emergency Procurement Justification form be completed by Department Head and signed by both the Department Head and the Town Manager and the form attached to the Request for Payment form.	FC	1/1/2018
		R_4	Purchases are made at unauthorized prices or terms.	GAP_12	The Town utilizes the ability to ride other jurisdictions' contracts when practicable; however, the Town does not require Council approval for large purchases made through riding another jurisdiction's contract.	A. Amend Purchasing Policy to require the Cooperative Procurement form be signed by Department Head and Town Manager.	Town Council	11/1/2017
						B. Develop a Cooperative Procurement form (Appendix B).	ATMF	COMPLETED
						C. Require that the Cooperative Procurement form be completed by Department Head and signed by both the Department Head and the Town Manager and the form attached to the Request for Purchase Order or Request for Payment form.	FC	1/1/2018
		R_4	Purchases are made at unauthorized prices or terms.	GAP_13	Purchase orders are generally completed after a purchase has been made and an invoice has been received. Purchase orders should be generated and approved before purchases are made.	A. Develop a Request for Payment form (Appendix B).	ATMF	COMPLETED
						B. Require Department Heads to complete a Request for Payment form when submitting bills for payment.	FC	1/1/2018
		Procurement Credit Card	R_9	Cash disbursements for unauthorized purchases are issued.	GAP_8	Per the Town of Berryville's Purchasing Card Policies and Procedures, cardholders are required to sign the monthly statement or individual receipts, documenting his or her review and certification that all purchases listed are correct and made for official purposes. Currently, cardholders are not signing monthly P-Card statements or receipts.	A. Amend the P-Card Policy to require cardholder signature on P-Card Expense Report form.	Town Council
	B. Amend the P-Card Expense Report form (Appendix B) in order to provide for cardholder certification.						ATMF	COMPLETED
	C. Require that both the cardholder and the Department Head complete the P-Card Expense Report form.						FDC	1/1/2018
	R_4		Purchases are made at unauthorized prices or terms.	GAP_10	The Front Desk Clerk reviews all purchasing credit card activity by department heads to ensure receipts are present and transactions are reasonable, and approves within "Works"; however, the reviewer is not required to physically sign off indicating approval. Additionally, the system does not prevent the approver from being the same person as the initiator.	A. FC will, prior to electronic approval in Works, print Works Report, sign it, and provide it to the ATMF.	FC	1/1/2018
B. Works Reports on which the FC has been an initiator will also be reviewed and signed by ATMF prior to the FC approving within "Works".						FC	1/1/2018	

Process	Sub-Process	Risk No.	Risk	GAP No.	GAPs	RESOLUTION/ACTION	POSITION RESPONSIBLE	COMPLETION DATE
Cash Disbursement	Wire Transfers	R_9	Cash disbursements for unauthorized purchases are issued.	GAP_9	The online banking portal is not configured to segregate duties between initiator and approver of wire transfers. Additionally, the bank is not set up to only allow wire transfers/ACH payments to approved bank accounts.	A. Wire transfers and new ACH payments will be approved by the Mayor or Recorder.	FC / Mayor or Recorder	1/1/2018
						B. FC will sign transfers and new ACH payments.	FC	1/1/2018
						C. ATMF will complete the transaction for the Town.	ATMF	1/1/2018
All	All	R_3	There are misappropriations of cash or fraudulent payments.	GAP_2	Segregation of duties do not exist between procurement, invoice processing, check processing, and vendor maintenance.	A. Appropriation of funds for Finance Clerk position.	Town Council	7/1/2017
						B. Create and amend job descriptions as required.	TM and ATMF	COMPLETED
						C. Structure system access to only permit responsible position and backup position access.	ATMF	1/1/2018
						D. Fill Finance Clerk position.	TM and ATMF	11/1/2017
						E. Train Administrative Department staff and Administrative Assistant – Police in new or revised primary roles as well as backup roles.	ATMF	11/1/17-7/1/18
All	All	R_12	There is a loss of business continuity.	GAP_11	There is a lack of adequate cross-training for employees on different roles and responsibilities within the procurement and cash disbursement functions.	A. FC will have primary responsibility for accounts payable functions. ATMF will serve as backup to FC for accounts payable functions.	FC / ATMF	1/1/2018
						B. ATMF will have primary responsibility for procurement functions. TC will serve as backup to ATMF for procurement functions.	ATMF / TC	1/1/2018

Key for completion dates:

Completion Date 1/1/2018
Completion Date 11/1/17-7/1/18
Completion Date 11/1/2017
Completion Date 7/1/2017

Key for Positions:

ATMF - Assistant Town Manager for Finance
FC - Finance Clerk
FDC - Front Desk Clerk
TC - Town Clerk
TM - Town Manager

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Regular Meeting
July 11, 2017
7:30 p.m.

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

Staff: Keith Dalton, Town Manager; Christy Dunkle, Assistant Town Manager/Planner; Desiree Moreland, Assistant Town Manager/Treasurer; Sgt. Tim Bristol, Berryville Police Dept.; Dave Tyrrell, Director of Public Utilities; Ann Phillips, Town Clerk

Press: Cathy Kuehner

1. Call to Order

Mayor Dickinson called the meeting to order at 7:31 p.m.

2. Pledge of Allegiance

3. Approval of Agenda

Mayor Dickinson said in the absence of Council member Tollett, who is on the Streets and Utilities Committee, she wanted to postpone action on the Water Tank Painting contract. Council member Kitselman asked if the schedule would be affected by not approving the contract this month. Mr. Dalton said every delay would affect getting the project completed. Mayor Dickinson said that the Committee had questions on the project plan and the contract, and she wanted Council member Tollett to hear the answers to those questions. Recorder Arnold suggested leaving the item on the agenda and discussing the matter during the Streets & Utilities Committee report. Mayor Dickinson said she preferred to wait for Council member Tollett to be present. Recorder Arnold asked what information would be known now that was not known when the Committee met. Mayor Dickinson said the updates to the project plan would now be available. Council member Kitselman asked if the Council needed to manage this matter since the Town has staff that does a good job. He said he is not sure the Council needs to micromanage the project. Mayor Dickinson said she does not see it as micromanaging since the Committee had questions and is responsible for making sure the project goes smoothly. Council member McDonald asked if it were appropriate to share the questions with the rest of Council. The Mayor replied that she would leave the item on the agenda without the motion since she was uncomfortable with the motion to approve the contract without Council member Tollett in attendance. Council member McDonald said that is why the members need to know the questions in order to decide on the motion. She asked if there was anything in the contract that was upsetting, and inquired if Mr. Dalton could answer the questions. Mr. Dalton said that he could answer any questions, and Mr. Tyrrell would also be available to provide answers to any questions that he could not address. **On motion of Recorder Arnold, seconded by Council member Kitselman, the agenda was approved as presented unanimously.**

4. Public Hearing

No public hearing was scheduled.

5. Citizens' Forum

The speakers were as follows:

Dan Hall said he is a local builder and wanted to speak about a matter that the Council would be addressing during the meeting. Mr. Dalton offered that he had received a citizen concern about a structure on Delany Court currently being demolished. He said that he and Chief White visited the site and noted the conditions and lack of safety fencing around the site. He said a letter had been sent to the property owners, and Mr. Hall is the contractor who is actually doing the demolition. Mr. Hall said he was helping Mr. Echols and obtained the permit to demolish the structure. He outlined the progress of the job saying that the work is nearly complete with about one half day of work left, and demolition would be completed by Friday, July 14. Mr. Dalton said he wanted the Council to be able to address the matter if necessary before the next meeting. **Council member Kitselman moved that the Council of the Town of Berryville authorize the Town Manager and the Chief of Police to proceed with sending notices of enforcement action under Section 5.3 of the Code if the site at 404 and 408 Delaney Court is not secured by Monday, July 17. Council member McDonald seconded the motion which carried as follows:**

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

6. Consent Agenda

The consent agenda was unanimously approved on motion of Recorder Arnold, seconded by Council member Kitselman.

7. Report of Patricia Dickinson, Mayor

Mayor Dickinson discussed the Rock the Block event sponsored by Habitat for Humanity scheduled for July 15.

8. Report of Harry Lee Arnold, Jr, Recorder

Recorder Arnold had nothing to report.

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

Ms. Dunkle reviewed the items in the Planning and Community Development staff report.

10. Report of Keith Dalton, Town Manager

Mr. Dalton provided a review of the Pedestrian Crossing Signal projects at Buckmarsh and Swan, Main and Lincoln, and Main and Hermitage which are revenue sharing projects planned in conjunction with the School Board and VDOT. He noted the School Board's request that the Town maintain a yearly contribution to assist with funding the crossing guard at Lincoln Avenue, and recommended that the Council approve the funding agreement with annual review of the \$2500 contribution. **Council member Kitselman moved that the Council of the Town of Berryville to proceed with the three crossing signal projects with the stipulation that the \$2500 contribution be reviewed annually and authorize the Town Manager to complete the agreement with the School Board and VDOT. Recorder Arnold seconded the motion which carried as follows:**

Aye:	McDonald, Kitselman, Gibson, Arnold
Nay:	None
Abstain:	Dickinson

Absent: Tollett

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

Council member Gibson noted the motion to charge off delinquent taxes. **Council member Kitselman moved that the Council of the Town of Berryville adopt the attached resolution to charge off delinquent personal property taxes for tax year 2011. Council member Gibson seconded the motion which carried as follows:**

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

RESOLUTION

WHEREAS, Section 58.1-3940 of the Code of Virginia, 1950, as amended, provides the collection of local personal property taxes shall only be enforceable for five years following December 31 of the year for which such taxes were assessed, and

WHEREAS, the attached personal property taxes assessed by the Town of Berryville, Virginia for tax year 2011, have remained delinquent for the year for which such taxes were assessed and are therefore rendered unenforceable,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Town of Berryville, Virginia, in meeting duly assembled this eleventh day of July, 2017, that the attached list of delinquent personal property taxes for tax year 2011 shall be charged off the tax records of the Town of Berryville as uncollectible.

Patricia Dickinson, Mayor

I hereby certify that the foregoing Resolution was duly adopted by the Council of the Town of Berryville in meeting assembled July 11, 2017.

ATTEST: _____
Harry L. Arnold, Jr., Recorder

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Council member Gibson noted the motion to publish delinquent taxes. Mayor Dickinson questioned the procedure for notifying tax payers of a balance due and asked if there should be a cut off amount below which delinquent taxes are not published or pursued. Council member Kitselman said that a list is being published and the advertising fee is for a list, not an individual name. He said that even if the amounts are low, these individuals have not paid their taxes, and he did not want to set a precedent for excusing taxes. Recorder Arnold said these accounts have already been pursued so no more staff time will be expended. He said the taxpayer just above a cutoff threshold would ask why his delinquent taxes were not forgiven.

The Treasurer clarified the notification process for those with delinquent taxes. She said that tax bills are not sent to those with accounts less than \$5.00, but that if an account is partially paid and has any remaining balance, regardless of the amount, notices are sent.

Council member Gibson moved that the Council of the Town of Berryville authorize publication of the names of those delinquent for personal property and real estate taxes pursuant to Section 58.1-3924 of the Code of Virginia, As Amended. Council member Kitselman seconded the motion which carried as follows:

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

Council member Gibson asked the Treasurer to explain the motion for amendment to the Code. Ms. Moreland said that beginning September 1, Virginia DMV will raise their fee from \$20.00 to \$25.00 for removal of administrative stops associated with the Vehicle Registration Withholding Program. She said if the Council wishes to continue to mirror the administrative fee charged by the DMV, Section 16-3.1 will need to be amended. **Council member McDonald moved that the Council of the Town of Berryville adopt the following ordinance amending Chapter 16, Section 3 of the Berryville Code regarding Additional Fees for Delinquent Taxes. Council member Gibson seconded the motion which carried as follows:**

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

AN ORDINANCE AMENDING CHAPTER 16 OF THE BERRYVILLE CODE

Be it ordained, by the Council of the Town of Berryville, that Code Section 16-3.1 be amended as attached to reflect an additional fee for delinquent taxes in the amount of \$25.00 in order that the Town continue to mirror the DMV in regard to administrative charges.

Sec. 16-3.1. - Additional fee for delinquent taxes.

Pursuant to the authority of section 58.1-3958, Code of Virginia, 1950, as amended, the council of the town hereby imposes on delinquent taxpayers a fee to cover the administrative costs associated with the collection of delinquent taxes. Such fee shall be in addition to all penalties and interest and shall be the sum of ~~twenty dollars (\$20.00)~~ twenty-five dollars (\$25.00) for taxes collected subsequent to the filing of a warrant or other appropriate document, but prior to judgement, and the sum of twenty-five (\$25.00) for taxes collected subsequent to judgment.

(Ord. of 1-14-86; Ord. of 9-10-91)

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

Ms. McDonald noted the draft RFP for the Livery Stable Structural Assessment. Mr. Dalton said that once the Council approves the scope, deliverables, and schedule of the project, then he would like to have a motion granting him the authority to finalize the RFP and have it reviewed by legal counsel and VML, and issue the RFP. Recorder Arnold asked Mr. Dalton to explain the project to the public. Mr.

Dalton said the building is an older building attached to the rear of Town owned 23 East Main Street, and is in need of stabilization. The Council discussed the draft RFP and offered suggestions.

Council member McDonald said she was not being disrespectful of Council, but she wished to discuss the issue of painting the Town name on the northwest water tower. She said the actual fee for painting the name is \$9000, with an additional \$800 to include the "Est. 1798". She said she wished to make a motion that the Town name be painted, since this is a onetime chance to have the painting done. Mayor Dickinson said that since the tower is scheduled to be painted last, the cost could be budgeted for the next fiscal year. Mr. Dalton noted that the schedule could be altered and he could not guarantee that the northwest tower would not be painted until the next fiscal year. Council member Gibson said that it sounds like this is not the last chance if the contract can be amended. Recorder Arnold said he was opposed to the idea, and he understood Council member Tollett was also opposed to the idea. Council member Gibson said she was opposed to the idea because it was unbudgeted. She added that the Council has not heard citizens coming forward in favor of the idea of painting the Town name on the tower. Mayor Dickinson said she wanted to reiterate this is a one in 20 year chance, and she does not want to lose the opportunity. She said it is a source of pride in the Town, and compared it to painting the high school name on the football stadium. She said it adds to the ambiance of the Town, adding that she looks at how other Towns use their water towers. Council member Kitselman said he is in favor of branding, but he agreed that starting the year by tagging your contingency fund is not a good idea. He said that this topic should not be decided without Council member Tollett who had strong feelings on the issue. The Mayor suggested that the topic be tabled until the next meeting when Council member Tollett could attend and more information about amending the contract and timing would be known.

Mayor Dickinson said a motion was needed on the Livery Stable draft RFP. **Council member McDonald moved that the Council of the Town of Berryville accept the draft RFP as amended and authorize the Town Manager to finalize and issue the RFP. Council member Kitselman seconded the motion which carried as follows:**

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

13. Report of David Tollett – Police and Security Committee

Council member Tollett and Chief White were absent. Sgt. Tim Bristol was in attendance. He noted that the Police Department will participate in National Night Out on August 1, 2017, from 6:00-8:00pm.

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

Mayor Dickinson discussed the tank painting project spreadsheet provided by Mr. Tyrrell. She said the Committee had requested expenditures by quarter. Mr. Dalton said there were three issues discussed in the Committee: overtime, provision for removal of hazardous waste, and the request for funding to cover paid staff for a tanker task force at Enders during the period when the three million gallon reservoir is out of service. He said the costs associated with these issues have been included in the spreadsheet. He noted that if the overtime costs provided were not considered adequate, the Council members should let staff know what amount needs to be included. Mayor Dickinson said the tanker task force issue was of concern to Council member Tollett. She said she understood the funds for the task force would be paid to Enders Fire & Rescue. Mr. Dalton said that the fees would be paid to the County. He said the issue will be the pace of re-filling the northwest tank, and having the tanker task force will be an insurance policy in the event of a large fire.

In regard to adding the painting of the name on the tank, Mr. Tyrrell said that the contract could be amended later to add the name painting. He said it would be helpful to have the contract signed in order to get the project started and take advantage of the good weather.

Mayor Dickinson asked whether Mr. Tyrrell had talked with others who have used the cooperative contract for the job. Mr. Tyrrell said that he has experience with the contractor and they are capable and highly recommended. Mr. Dalton added that the contract is not for painting only, but includes refurbishing, installation of mixing equipment, and routine maintenance.

Council member Kitselman noted that Council member Tollett's concerns about funding the tanker task force are separate from the contract for the painting. It was agreed that the contract could be approved before the tanker task force issue is decided. **Council member Kitselman moved that the Council of the Town of Berryville authorize the Town Manager to sign the contracts and any other contract related documents in regard to the water tank maintenance painting project as planned in the attached project document. Council member McDonald seconded the motion which carried as follows:**

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



Utility Service Co., Inc.

10 Year Contract for Services

Owner: Town of Berryville
Berryville, VA

Tank Size/Name: 250,000 Gallon-Elevated-Josephine Tank

Location: 200 Jack Enders Blvd

Date Prepared: February 20, 2017



CONTRACT FOR SERVICES WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **Town of Berryville, whose business address is 101 Chalmers Court Suite A, Berryville, VA 22611** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to inspect its **250,000** gallon water storage tank located at **200 Jack Enders Blvd., Berryville, VA 22620** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the inspection of the above described water storage tank. Care and maintenance include the following:

- A. The Company will inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition. Visual inspections will be performed in Contract Years 2, 3, 5, 6, 8 and 9.
- B. Washout inspections will be performed in Contract Years 4, 7 and 10. During the washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
- C. The Company shall furnish engineering and inspection services needed to maintain the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
- D. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.
- E. The Company will furnish current certificates of insurance coverage to the Owner.
- F. A lock will be installed on the roof hatch of the tank.
- G. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

2. **Contract Price/Annual Fees.** This is a 10 year term contract. The tank shall receive an exterior renovation, interior renovation, repairs and PAX installation prior to the end of Contract Year 1. The tank shall receive visual inspections in Contract Years 2, 3, 5, 6, 8 and 9. The tank shall receive washout inspections in Contract Years 4, 7 and 10. The annual fee for Contract Year 1 shall be \$88,759.00 per Contract Year. The annual fees for Contract Years 2-5 shall be \$16,780.00 per Contract Year. The annual fees for Contract Years 6-10 shall be \$2,571.00 per Contract Year. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable upon completion of the initial exterior/interior renovation. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first five (5) annual fees, then the balance for work completed shall be due and payable within thirty (30) days of the termination.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. **Excluded Items:** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any responsibilities or services except as set forth in Sections 1 and 2; or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. Termination. The Owner shall have the right to continue this Contract for a 10 year term period providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

Town of Berryville

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: *D. Michael Buchanan*

Title: Deputy Chief Financial Officer

Print Name: D. Michael Buchanan

Date: February 20, 2017

Witness: *Sara Anders*

Seal:





Utility Service Co., Inc.

10 Year Contract for Services

Owner: Town of Berryville
Berryville, VA

Tank Size/Name: 3,000,000 Gallon-Ground Storage Tank

Location: 201 Tom Whitacre Circle

Date Prepared: February 20, 2017



CONTRACT FOR SERVICES WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **Town of Berryville, whose business address is 101 Chalmers Court Suite A, Berryville, VA 22611** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to inspect its **3,000,000** gallon water storage tank located at **201 Tom Whitacre Circle, Berryville, VA 22620** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the inspection of the above described water storage tank. Care and maintenance include the following:

A. The Company will inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition. Visual inspections will be performed in Contract Years 2, 3, 5, 6, 8 and 9.

B. Washout inspections will be performed in Contract Years 4, 7 and 10. During the washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.

C. The Company shall furnish engineering and inspection services needed to maintain the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

E. The Company will furnish current certificates of insurance coverage to the Owner.

F. A lock will be installed on the roof hatch of the tank.

G. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

2. Contract Price/Annual Fees. This is a 10 year term contract. The tank shall receive an exterior renovation, interior renovation and PAX installation prior to the end of Contract Year 1. The tank shall receive visual inspections in Contract Years 2, 3, 5, 6, 8 and 9. The tank shall receive washout inspections in Contract Years 4, 7 and 10. The annual fee for Contract Year 1 shall be \$292,023.00 per Contract Year. The annual fees for Contract Years 2-5 shall be \$55,207.00 per Contract Year. The annual fees for Contract Years 6-10 shall be \$3,324.00 per Contract Year. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. Payment Terms. The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable upon completion of the initial exterior/interior renovation. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first five (5) annual fees, then the balance for work completed shall be due and payable within thirty (30) days of the termination.

4. Structure of Tank. The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. Excluded Items: This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; except for the initial exterior renovation in Contract Year 1; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any responsibilities or services except as set forth in Sections 1 and 2; or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. Termination. The Owner shall have the right to continue this Contract for a 10 year term period providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

Town of Berryville

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: *D. Michael Buchanan*

Title: Deputy Chief Financial Officer

Print Name: D. Michael Buchanan

Date: February 20, 2017

Witness: *Sara Anders*

Seal:





Utility Service Co., Inc.

10 Year Contract for Services

Owner: Town of Berryville
Berryville, VA

Tank Size/Name: 250,000 Gallon-Pedisphere-Northwest Tank

Location: 201 Tom Whitacre Circle

Date Prepared: February 20, 2017



CONTRACT FOR SERVICES WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **Town of Berryville, whose business address is 101 Chalmers Court Suite A, Berryville, VA 22611** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to inspect its **250,000** gallon water storage tank located at **201 Tom Whitacre Circle, Berryville, VA 22620** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the inspection of the above described water storage tank. Care and maintenance include the following:

A. The Company will inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition. Visual inspections will be performed in Contract Years 2, 3, 5, 6, 8 and 9.

B. Washout inspections will be performed in Contract Years 4, 7 and 10. During the washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.

C. The Company shall furnish engineering and inspection services needed to maintain the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

E. The Company will furnish current certificates of insurance coverage to the Owner.

F. A lock will be installed on the roof hatch of the tank.

G. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

2. **Contract Price/Annual Fees.** This is a 10 year term contract. The tank shall receive an exterior renovation, Wet-interior renovation, Dry-interior renovation, repairs and PAX installation prior to the end of **Contract Year 1**. The tank shall receive visual inspections in Contract Years 2, 3, 5, 6, 8 and 9. The tank shall receive washout inspections in Contract Years 4, 7 and 10. The annual fee for Contract Year 1 shall be **\$69,218.00** per Contract Year. The annual fees for Contract Years 2-5 shall be **\$13,086.00** per Contract Year. The annual fees for Contract Years 6-10 shall be **\$2,571.00** per Contract Year. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for **Contract Year 1**, plus all applicable taxes, shall be due and payable upon completion of the initial exterior/interior renovation. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first five (5) annual fees, then the balance for work completed shall be due and payable within thirty (30) days of the termination.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. **Excluded Items:** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract;; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any responsibilities or services except as set forth in Sections 1 and 2; or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. Termination. The Owner shall have the right to continue this Contract for a 10 year term period providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

Town of Berryville

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: *D. Michael Buchanan*

Title: Deputy Chief Financial Officer

Print Name: D. Michael Buchanan

Date: February 20, 2017

Witness: *Lara Anderson*

Seal:



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



[T] 540/955-1982
[F] 540/955-1213
[E] info@berryvilleva.gov
www.berryvilleva.gov

July 7, 2017

Berryville Tank Painting Expense Schedule Update

The following includes two scenarios, worst case followed by best case, as to when we expect the expenses for the tank painting to be due. Utility service will bill for each tank individually upon completion of the work. Once work is completed, the invoicing will be due the first quarter of each following fiscal year. Years one through five are being handled under the CIP budget. Following years will be handled under the facility maintenance budget code 501-4012222-3310 which will increase the line item budget in those years by approximately \$9,000.

Scenario One

This is the worst case scenario with each tank taking the maximum amount of time. Second quarter of FY 18 we expect to have a payment of \$88,759 due for the first year installment on the Southeast tank. First quarter FY 19 will have the second year for the Southeast and first year for the 3MG tanks due totaling \$364,010. Second quarter FY 19 will have completion of the Northwest tank and a \$69,218 payment due. At this point all three tanks will be completed.

FY 20, 21, and 22 will have payments of \$85,073 due first quarter as yearly installments to finish paying for the painting and mixing of the tanks. FY 23 first quarter will have a balance due of \$68,293 as the Southeast tank will have been paid off the previous year. FY 23 will have an increase in the maintenance budget of \$2,600 to cover the yearly contract fees for tank maintenance. FY 24 will have an increase of an additional \$6,000 to cover the cost of annual contracted maintenance of the tanks until the current contracts would run out in FY 26 for the Southeast tank and FY 27 for the other two. At that time a renegotiation of service contract would need to take place.

Scenario Two

This is the best case scenario with everything happening quickly and best case weather conditions for the projects. First quarter FY 18 would have completion of the Southeast tank and an \$88,759 billing due. Second quarter FY 18 would have the Northwest tank completed and a bill for \$69,218 due. Fourth quarter FY 18 would have the 3MG tank completed and a bill

Patricia Dickinson
Mayor

Harry Lee Arnold, Jr.
Recorder

Council Members

Donna Marie McDonald
Ward 1

Allen Kitselman, III
Ward 2

Erecka L. Gibson
Ward 3

David L. Tollett
Ward 4

Keith R. Dalton
Town Manager

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



[T] 540/955-1982
[F] 540/955-1213
[E] info@berryvilleva.gov
www.berryvilleva.gov

of \$292,023 due. The first quarters of FY 19, 20, 21, and 22 would then have a bill due of \$85,073 due. FY 23 through 27 will have line item 501-4012222-3310 increased by \$8,500 to cover contracted maintenance cost for the three tanks.

Clarke County EMS has also informed us that because of the nature of needed additional response during the time the 3MG tank will be painted, additional staffing will be required. This cost will be as much as \$15,000 and would occur if approved during the painting of the 3MG tank. This is billing \$180 per day of additional staffing requirement which CCEMS has asked that we cover.

There is little utility department overtime expected to handle this project but we are estimating one day coverage per month of work or ten eight-hour days. Cost estimates are for one of the more experienced operators to ensure estimating enough funds and salary has been calculated at the overtime rate giving us an estimated cost of \$300 per day or a total possible cost of \$3,000 of overtime. Overtime would most likely occur, if at all, while the 3MG tank is out of service to cover illness or vacations if needed.

Attached is an excel spreadsheet showing the tank schedules.

Sincerely,

David A Tyrrell
Director of Utilities

Patricia Dickinson
Mayor

Harry Lee Arnold, Jr.
Recorder

Council Members

Donna Marie McDonald
Ward 1

Allen Kitselman, III
Ward 2

Erecka L. Gibson
Ward 3

David L. Tollett
Ward 4

Keith R. Dalton
Town Manager

SCENARIO 1 WORST CASE

| Tank | 1st QTR 2017-18 | | | 2nd QTR 2017-18 | | | 3rd QTR 2017-18 | | | 4th QTR 2017-18 | | | 1st QTR 2018-19 | | | 2nd QTR 2018-19 | | | |
|------------------------|---|-----|------|-----------------|---------|---------|-----------------|-----------------------------------|---------------|-----------------|----------|-----------|-----------------|-----------|---------------|-----------------|----------|----------|----------|
| | July | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | |
| South East | Tank Painting | | | | | | | | | | | | | | | | | | |
| Sout East Billing | | | | \$88,759 | | | | | | | | | \$16,780 | | | | | | |
| 3MG | | | | | | | | | Tank Painting | | | | | | | | | | |
| 3MG Billing | | | | | | | | | | | | \$292,023 | \$55,207 | | | | | | |
| | Employee OT calculated at \$300 per day | | | | | | | | | | | | | | | | | | |
| North West | | | | | | | | | | | | | | | Tank Painting | | | | |
| North West Billing | Possible Employee OT = | | | | | | \$2,100 | Possible Employee OT = | | | | | | \$900 | \$69,218 | | | | |
| | Clarke County EMS Standby = | | | | | | | Clarke County EMS Standby = | | | | | | \$15,000 | | | | | |
| | Total Painting for Fiscal Year 2018 = | | | | | | \$372,600 | Total Painting Fiscal Year 2019 = | | | | | | \$150,605 | | | | | |
| | 3rd QTR 2018-19 | | | 4th QTR 2018-19 | | | 1st QTR 2019-20 | | | 1st QTR 2020-21 | | | 1st QTR 2021-22 | | | 1st QTR 2022-23 | | | |
| | Jan | Feb | Mar | Apr | May | June | July | July | July | July | July | July | July | July | July | July | July | July | |
| South East Billing | | | | | | | \$16,780 | \$16,780 | \$16,780 | \$16,780 | \$16,780 | \$16,780 | \$16,780 | \$16,780 | \$16,780 | \$16,780 | \$16,780 | \$16,780 | \$2,571 |
| 3MG Billing | | | | | | | \$55,207 | \$55,207 | \$55,207 | \$55,207 | \$55,207 | \$55,207 | \$55,207 | \$55,207 | \$55,207 | \$55,207 | \$55,207 | \$55,207 | \$55,207 |
| North West Billing | | | | | | | \$13,086 | \$13,086 | \$13,086 | \$13,086 | \$13,086 | \$13,086 | \$13,086 | \$13,086 | \$13,086 | \$13,086 | \$13,086 | \$13,086 | \$13,086 |
| | | | | | | | \$85,073 | \$85,073 | \$85,073 | \$85,073 | \$85,073 | \$85,073 | \$85,073 | \$85,073 | \$85,073 | \$85,073 | \$85,073 | \$85,073 | \$70,864 |
| | | | | Fiscal 2024 | | | Fiscal 2025 | | | Fisal 2026 | | | Fiscal 2027 | | | Fiscal 2028 | | | |
| South East Maintenance | | | | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 |
| 3MG Maintenance | | | | \$3,324 | \$3,324 | \$3,324 | \$3,324 | \$3,324 | \$3,324 | \$3,324 | \$3,324 | \$3,324 | \$3,324 | \$3,324 | \$3,324 | \$3,324 | \$3,324 | \$3,324 | \$3,324 |
| North West Maintenance | | | | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 | \$2,571 |

+ + + + + + + + + + +

15. Report of Harry Lee Arnold, Jr. – Chair, Personnel Committee
Recorder Arnold had nothing to report.

17. Other
Mr. Dalton clarified the scheduled committee meetings.

18. Adjourn
There being no other business, upon motion of Council member Kitselman, seconded by Council member Gibson, the meeting was adjourned at 9:01 p.m.

Harry Lee Arnold, Jr., Recorder

Ann W. Phillips, Town Clerk

BERRYVILLE TOWN COUNCIL
Streets and Utilities Committee
Tuesday, August 1, 2017
Berryville-Clarke County Government Center
12:00 p.m.

MINUTES

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; Christy Dunkle, Planner; Ann Phillips, Town Clerk;

Press: None

Others: Erecka Gibson, Harry Lee Arnold, Jr.; Carl Maples, Patty Maples, Norma Slattery

1. Call to Order

Chair Dickinson called the meeting to order at 12:00 p.m.

2. Approval of Agenda

The agenda was approved with one addition.

3. Citizen Concern

Carl Maples of 207 Swan Avenue reviewed the agenda packet materials. He gave a detailed presentation regarding the deeds and tax map information for several lots adjoining his property on Swan Avenue. Norma Slattery of 211 Swan Avenue said she disagreed with some of Mr. Maples' assertions and requested an equal opportunity to speak to the Committee. Chair Dickinson stated that Mrs. Slattery could either comment now or return to the Committee after she had an opportunity to review what Mr. Maples presented. Mrs. Slattery agreed to address the Committee at the September meeting.

4. Water/Sewer Bill Adjustment

The Committee and staff discussed a request from John H. Enders Fire Company for the second adjustment on their account because of a water leak. The Committee asked that the matter be forwarded to the Town Council with the exact adjustment dollar amount being requested.

5. Project Updates

Staff provided updates on the water tank painting project; the Swan Avenue walking path; the Page and Liberty Street Drainage Projects; the Academy Street Drainage Project; the crosswalks at Main/Hermitage, Main/Lincoln, Buckmarsh/Swan, and Main/Washington Square; the paving projects; and the Public Works Pole Barn.

The Committee asked that the Main/Washington Square crosswalk be started and include either a flashing light or the removal of one parking space on the south side of Main Street. The Committee agreed to discuss the matter with the Town Council.

Mr. Dalton said he will update a list of all streets paved since the Town took over street maintenance from VDOT in 2012.

6. Other

Mr. Dalton noted that a significant rain storm had occurred on July 28, and that generally the Town fared well. He added that some property owners did experience flooding.

Mr. Dalton provided a draft scope of services for the water/sewer rate study. Ms. Dickinson said the Committee will finalize the scope at the next meeting and will then make a recommendation to the Council regarding whether to use the in-house engineer or issue an RFP.

Ms. Dickinson noted some concerns about various properties, sidewalks, and drainage inlets.

7. Adjourn

There being no further business, the committee adjourned at 2:00p.m.

Attachment 2

Planning and Community Development

Action Items

Set Bonds – Connexion Assisted Living Facility

Set Public Hearing – Special Use Permit

Set Public Hearing – Text Amendments to the Berryville Zoning Ordinance

Set Public Hearing – Repeal and Readopt Section 322 of the Berryville Zoning Ordinance

August 8, 2017

Planning Commission

The Planning Commission held a meeting on Tuesday, July 25, 2017. They held public hearings for a Special Use Permit and text amendments for stormwater-related modifications to the Zoning Ordinance. The next Planning Commission meeting is scheduled for Tuesday, August 22, 2017 at 7:30pm.

Berryville Area Development Authority

The BADA will hold a called meeting on Wednesday, August 9, 2017 to discuss the Connexion site plan. DEQ has approved the stormwater management plan for the project. Their next meeting is scheduled for Wednesday, September 27, 2017.

Architectural Review Board

The Architectural Review Board held a meeting on Wednesday, August 2, 2017. They reviewed the following items:

Sign Review

John Hudson (Bank of Clarke County) is requesting a Certificate of Appropriateness in order to install a new walk-up ATM and deposit facility; an awning covering the facility; and wall signage (lit channel letters) at the property located at 2 East Main Street, identified as Tax Map Parcel number 14A2-((A))-70, zoned C General Commercial. *Approved as presented.*

Sign Review

Brett Fuller (Banshee Motor Cars Ltd.), is requesting a Certificate of Appropriateness in order to install a new panel on a wall sign at the property located at 415 East Main Street, identified as Tax Map Parcel number 14A6-((1))-1, zoned L-1 Industrial. *Approved as presented.*

Their next meeting is scheduled for Wednesday, September 6, 2017 at 12:30pm.

Board of Zoning Appeals

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

BERRYVILLE TOWN COUNCIL
Set Bonds – Connexion Assisted Living
August 8, 2017

Bond amounts for Public Improvements and Erosion and Sediment Control have been submitted by the applicant. After reviewing the submission, the Town’s engineer modified the estimate for Erosion and Sediment Controls. He is recommending the following amounts:

| | |
|-------------------------------------|---------------------|
| Public Improvements | \$136,727.50 |
| <u>Erosion and Sediment Control</u> | <u>\$56,768.75</u> |
| TOTAL | \$193,496.25 |

The amounts above include a 25% contingency per Article VI of the Town of Berryville Subdivision Ordinance.

Mr. Erickson’s original bonds and Mr. Frank’s review letter are included in this packet.

Recommendation

Approve the updated numbers for Public Improvements and Erosion and Sediment Control bonds. A motion follows this report.

MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS,
AND LANDSCAPE ARCHITECTS



BOND ESTIMATE

Connexion Senior Living - Berryville

August 1, 2017

| | <u>Co. Quantity</u> | | <u>Co. Unit Price</u> | <u>Co. Total</u> |
|---|---------------------|----|-----------------------|--------------------|
| <u>Erosion and Sediment Controls</u> | | | | |
| Construction Entrance w/ wash rack | 1.00 | EA | \$3,620.00 | \$3,620.00 |
| Silt Fence | 130.00 | LF | \$5.00 | \$650.00 |
| Super Silt Fence | 1165.00 | LF | \$10.00 | \$11,650.00 |
| Diversion Dike | 550.00 | LF | \$3.50 | \$1,925.00 |
| Sediment Basin | 1.00 | EA | \$4,580.00 | \$4,580.00 |
| Storm Drain Inlet Protection | 11.00 | EA | \$180.00 | \$1,980.00 |
| Outlet Protection | 3.00 | EA | \$150.00 | \$450.00 |
| Permanent Seeding, Fert., Mulch & Tack | 3.62 | AC | \$3,750.00 | \$13,575.00 |
| Culvert Inlet Protection | 1.00 | EA | \$300.00 | \$300.00 |
| | | | Subtotal | \$38,730.00 |

Roadway / Parking Lot

| | | | | |
|---------------------------------|-------|----|-----------------|-------------------|
| Bituminous Concrete Base Course | 80.00 | SY | \$16.77 | \$1,341.60 |
| Bituminous Concrete Top Course | 80.00 | SY | \$8.25 | \$660.00 |
| Subbase Aggregated Material | 80.00 | SY | \$14.00 | \$1,120.00 |
| CG-6/CG-7 | 38.00 | LF | \$22.50 | \$855.00 |
| CG-12 (Curb Ramp) | 1.00 | EA | \$650.00 | \$650.00 |
| Commercial Entrance (CG-11) | 80.00 | SY | \$52.88 | \$4,230.40 |
| | | | Subtotal | \$8,857.00 |

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

August 1, 2017

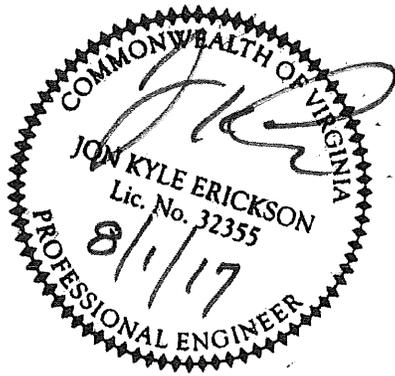
Page 2 of 2

Water and Sewer

| | | | | |
|---------------------------------|--------|----|-----------------|---------------------|
| 8" Sanitary Sewer | 335.00 | LF | \$65.00 | \$21,775.00 |
| 4' Sanitary Manhole | 2.00 | EA | \$5,000.00 | \$10,000.00 |
| 8" C909 | 787.00 | LF | \$50.00 | \$39,350.00 |
| Fire Hydrant | 2.00 | EA | \$4,500.00 | \$9,000.00 |
| 8" Valve | 6.00 | EA | \$2,200.00 | \$13,200.00 |
| 4" or 6" Valve | 3.00 | EA | \$900.00 | \$2,700.00 |
| Conection to Existing Waterline | 1.00 | EA | \$1,500.00 | \$1,500.00 |
| 1 1/2" meter | 1.00 | EA | \$3,000.00 | \$3,000.00 |
| | | | Subtotal | \$100,525.00 |

Overall Bond

Grand Total **\$148,112.00**



August 3, 2017

Ms. Christy Dunkle
Assistant Town Manager/Planner
101 Chalmers Court, Suite A
Berryville, VA 22611

RE: CONNEXION SENIOR LIVING SITE PLAN – PUBLIC IMPROVEMENTS AND EROSION CONTROL BONDS

Dear Ms. Dunkle,

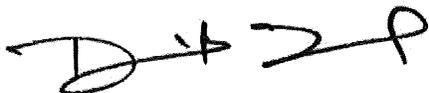
We have completed our review of the performance bonds submitted for the latest Connexion Senior Living Site plan. We are in agreement with the unit costs provided for both the Public Improvements and the Erosion Control Bond. We do note the following changes required to the bond calculations:

Bond Estimate:

- The Phase I and II E & S Plans indicate that diversion dike and silt fence convert to super silt fence when transitioning between construction Phases. As a result, please amend the Bond Estimate to show: 310 LF of silt fence for a Co. Total of \$1,550.00; 460 LF of diversion dike for a Co. Total of \$1,610.00. This 770 LF of perimeter erosion control measures will convert to super silt fence and result in a total of 1,775 LF of super silt fence for a Co. Total of \$17,750.00. This will result in a Subtotal of \$45,415.00 for the Erosion and Sediment Controls.
- The Grand Total will adjust to \$154,797.00
- Please revise the bond amount and revise the tabulation to depict the new subtotal and grand total amounts.
- A 25% contingency per Article VII of the Subdivision Ordinance is required. For a grand total of \$154,797.00, the 25% contingency amount is \$38,699.25.
- The required Final Bond Amount, which includes the 25% contingency, will be \$193,496.00.

If you have any questions, please do not hesitate to contact me at (540) 771-2087.

Sincerely,
PENNONI ASSOCIATES INC.



David L. Frank, PLA

**BERRYVILLE TOWN COUNCIL
MOTION FOR APPROVAL OF
PUBLIC IMPROVEMENT AND EROSION AND SEDIMENT CONTROL BONDS
FOR CONNEXION ASSISTED LIVING SITE DEVELOPMENT**

Date: August 8, 2017

Motion By:

Second By:

I move that the Council of the Town of Berryville approve the request to set the following bonds for the Connexion development located at 450 Mosby Boulevard and identified as Tax Max Parcel number 14A7-((1))-41 as follows:

| | |
|-------------------------------------|---------------------|
| Public Improvements | \$136,727.50 |
| <u>Erosion and Sediment Control</u> | <u>\$56,768.75</u> |
| TOTAL | \$193,496.25 |

VOTE:

Aye:

Nay:

ATTEST:

Harry Lee Arnold, Jr., Recorder

BERRYVILLE TOWN COUNCIL

Set Public Hearing – Special Use Permit for Outdoor Storage

August 8, 2017

Donald Riesgraf (Owner, DBSR, LLC), is requesting a Special Use Permit in order to allow contractor's establishment and light warehousing with outdoor storage per Section 609.3(a) of the Berryville Zoning Ordinance on the property located at 40 Cattleman's Lane, identified as Tax Map Parcel number 14A3-((A))-26, zoned L-1 Industrial. SUP 02-17

Mr. Riesgraf is requesting a Special Use Permit in order to allow outdoor storage with "contractor's establishment" and "light warehousing" uses in the L-1 Industrial Zoning District at the location referenced above. Sections 609.2(d) and 609.2(l) of the Berryville Zoning Ordinance allow for contractor storage and light warehousing, respectively. Outdoor storage for these two uses may be permitted with an approved Special Use Permit under Section 609.3(a). The owner's intention is to offer storage of recreational vehicles and contractor equipment on the site.

The Special Use Permit process allows for the ability to set conditions on specific uses and respective parcels which may include hours of operation, site requirements, and items deemed appropriate as recommended by the administrative body and approved by the governing body.

The Berryville Planning Commission held a site visit prior to their July meeting and public hearing on the matter. One adjacent property owner attended the meeting. Planning Commissioners offered recommendations to the applicant concerning screening, plantings, and fencing. The Planning Commission recommended Town Council approve the request, working with staff to submit specifications on the light poles and fixtures.

The applicant has identified a 15 foot landscape and fence buffer along the property lines shared with Friant Enterprises LP, LLP. Section 314.7(j).1. requires a 10' foot buffer and fence between non-residentially zoned properties and areas zoned residential. After discussing the buffer area with Planning Commission and the adjacent property owner, it was determined that two rows of Leyland cypress will be planted 10 feet on center.

Mr. Riesgraf will be installing an eight foot fence along the perimeter of the property. Section 303.5 allows up to 14 feet in height. Discussion at the site visit included the height of the light poles and the shielding of the fixtures. The applicant said that the height will be approximately 20 feet. Staff will work with the applicant to finalize specific lighting details which will be presented to Town Council prior to the public hearing.

Town Code Section 10-50 *Parking and storage of travel trailers, boats, etc., in residential areas* is included for review. This section regulates items related to recreational vehicles including licensure, storage, and parking.

Staff contacted Brian Lichty, Clarke County Fire, EMS, and Emergency Management Director, concerning requirements for RV storage as related to fuel and LP gas on the site. Mr. Lichty said that he did not find any specific requirements concerning this type of storage.

Site Information

The parcel purchased by Mr. Riesgraf is approximately 3.54 acres and is located at the end of Cattleman's Lane. Cattleman's Lane is a private road owned by Norfolk-Southern Railroad. A large building is located on the southern part of the parcel which is currently leased by Lloyd's Transfer. Another building located on the site will be dismantled and removed from the property. Approximately two acres of the parcel will be used for outdoor storage.

Adjacent Parcel Information

Ownership, zoning, and land uses on adjacent parcels are as follows:

- West: Norfolk Southern Railroad; L-1 Industrial Zoning; abandoned siding
- North: Friant Enterprises; BP Business Park Zoning; undeveloped, located in Annexation Area B
- East: Friant Enterprises; DR-2 Detached Residential Zoning; undeveloped, located in Annexation Area B
- South: Calliecorp, LLC; C-1 Commercial; hardware store, granite business, future retail/office complex is planned. Thomas Plumbing & Heating, Inc.; L-1 Industrial; equipment storage

Zoning Requirements

Section 609.11 regulates storage of goods, materials, fuel and refuse. Section 609.11(b) requires that all goods stored outside must be screened from public rights-of-way and contiguous properties that are in land uses other than industrial in nature. The proposed area used for storage is not visible from any public rights-of-way. Contiguous properties are identified under Adjacent Parcel Information above.

The following items are included with this report:

- Special Use Permit application;
- Site Plan;
- Landscape and fencing plan;
- Vicinity Map;
- Section 10-50 of the Code of the Town of Berryville Parking and storage of travel trailers, boats, etc., in residential areas;
- Section 609 L-1 Industrial of the Berryville Zoning Ordinance; and
- Section 503 Special Use Permit of the Berryville Zoning Ordinance.

Recommendation

Set a public hearing for the September 12, 2017 meeting.

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

SPECIAL USE PERMIT APPLICATION

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

To be completed by Applicant:

Date: 6/13/, 2017

Applicant's Name: DONALD RIESGRAF

Applicant's Address: 12 CATTLEMANS LN Berryville VA 22611

Use Applied For: CONTRACTOR STORAGE / LT Warehouse

At the following address: 40 CATTLEMANS LN

Special Conditions: 703/926 2779 KOR TEKLINE@verizon.net

Property Owner's Name: DBSR LLC

Property Owner's Address: 12 CATTLEMANS LN 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: 6/13/17

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: 6/13/17

TO BE COMPLETED BY ZONING ADMINISTRATOR

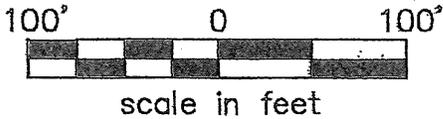
Special Use: _____ Zone: _____

Street Address: _____ Tax Map #: _____

Special Use Permit Fee: _____ Paid: _____

Site Plan Fee: _____ Paid: _____

Signature of Zoning Administrator: _____ Date: _____



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 57°18'32" E | 48.33' |
| L2 | N 32°41'28" W | 50.00' |

*Contractors Storage
RV, Boat, Equipment*

GATE

Friant Enterprises, LP, LLP
TM 14-A-80
D.B. 207, P. 41



Fence
Cattlemans Lane

0.5' encroachment

Mike & Renaud Building
CRUSH STONE Bldg

3.5390 acres
TM 14A3-A-26

Town of Berryville
Clarke County, VA

Battletown Magisterial District
Clarke County, VA

930' +/- to
E Main St
pole

Thomas Plumbing
& Heating, Inc
TM 14A3-A-24
D.B. 140, P. 546

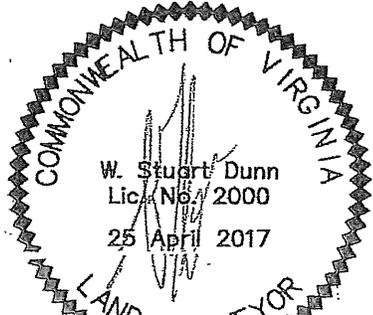
Calliecorp, LLC
TM 14A3-A-28
D.B. 348, P. 475

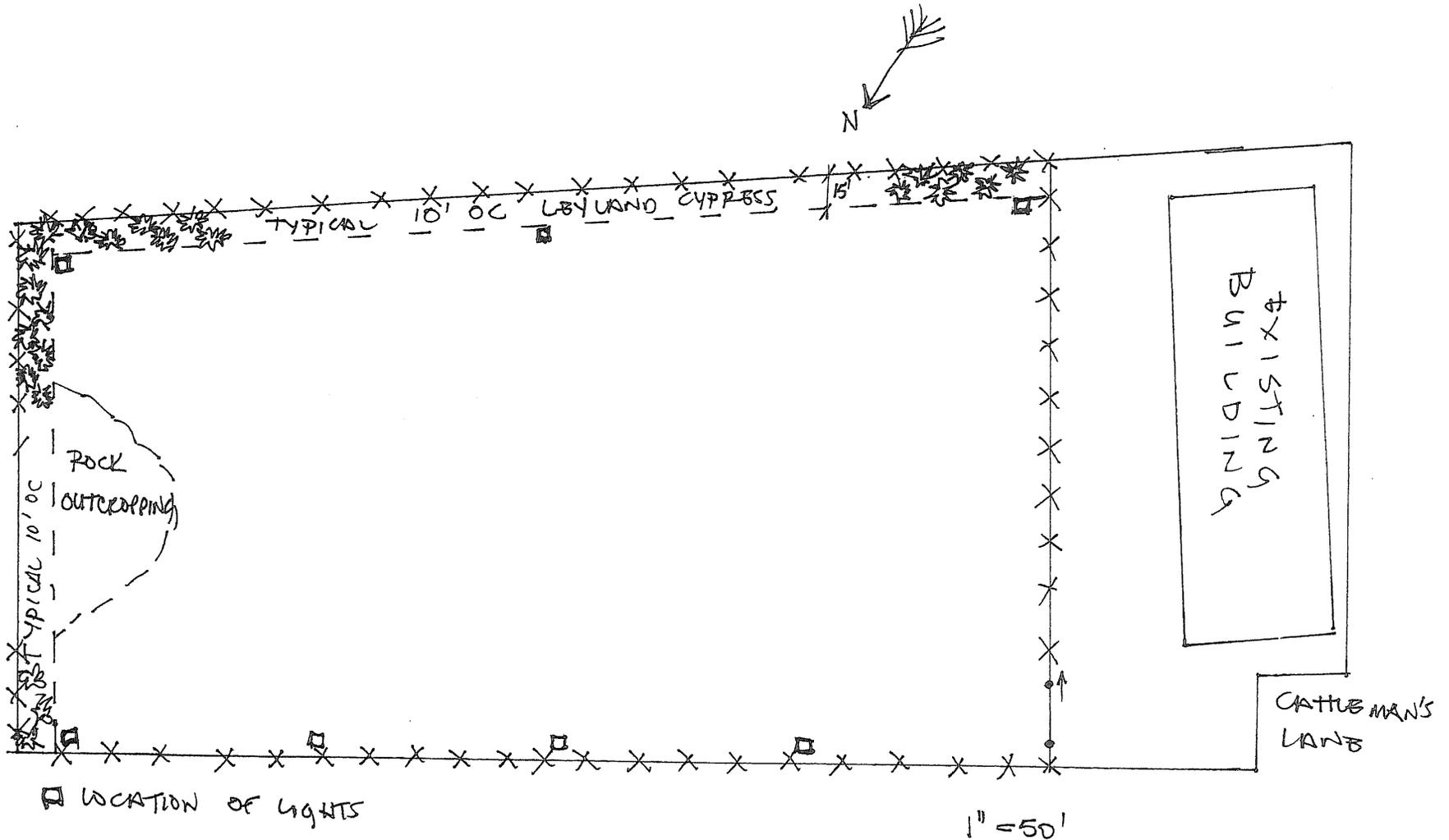
Doug A. Buzalsky &
Catherine A. Buzalsky
TM 14A3-1-G-11
D.B. 375, P. 292

Friant Enterprises, LP, LLP
TM 14-A-80
D.B. 207, P. 41

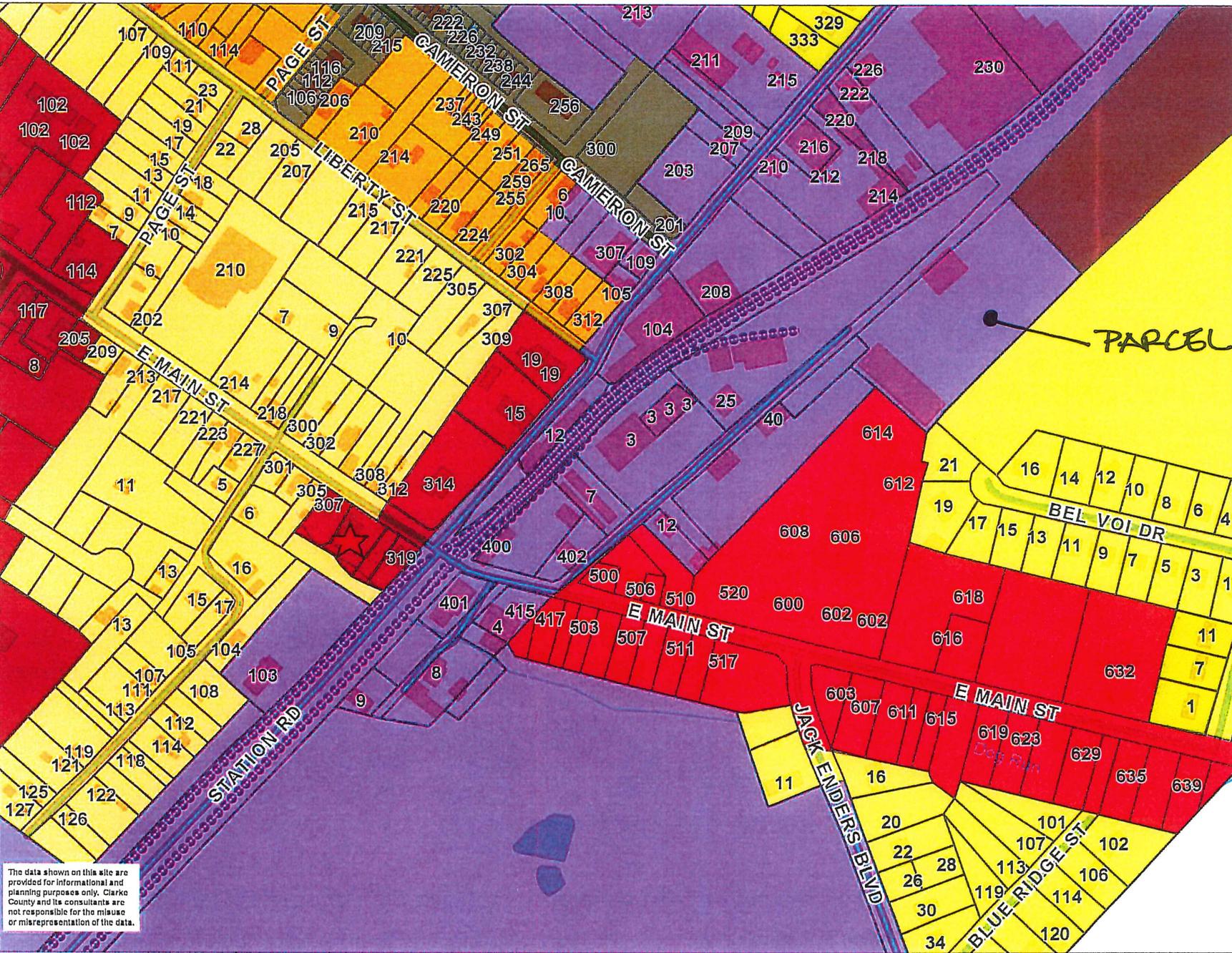
Boundary Survey of the Land of
Michael L. Linster

Deed Book 167, Page 650 Tax Map 14A3-A-26
Town of Berryville, Clarke County, Virginia





NORFOLK SOUTHERN RR



- Public
- Points of Interest
- Parcels
- Berryville Zoning
 - Detached Res-1 (DR-1)
 - Detached Res-2 (DR-2)
 - Detached Res-4 (DR-4)
 - Residential-1 (R-1)
 - Residential-2 (R-2)
 - Residential-3 (R-3)
 - Attached Res (AR)
 - Older Persons Res (OP)
 - Open Space Res (OSF)
 - Business (B)
 - Business Park (BP)
 - Bus Commercial (BC)
 - Light Commercial (C-1)
 - Downtown Commercial (C)
 - Light Industrial (L-1)
 - Institutional (ITL)
- Clarke County Boundary
- Major Roads
 - Interstate
 - US Highway
 - State Highway
- Surrounding Counties Opaque
- Clarke County Roads
 - Private Roads
 - Roads
- Rail
- Buildings
- Appalachian Trail
- Streams
 - Perennial Streams
 - Intermittent Streams
- Ponds
- Rivers

PARCEL

BEL VOI DR

E MAIN ST

E MAIN ST

JACK ENDERS BLVD

BLUE RIDGE ST

STATION RD

The data shown on this site are provided for informational and planning purposes only. Clarke County and its consultants are not responsible for the misuse or misrepresentation of the data.

0 420 840 ft

Printed on 06/22/2017 at 10:17 AM

Clarke County MapsOnline

Sec. 10-50. - Parking and storage of travel trailers, boats etc., in residential areas.

Any owner of a travel trailer, motor home, boat and/or boat trailer, utility or cargo trailer in excess of ten (10) feet in length, truck camper, habitable bus or recreational vehicle may park or store such equipment in any residentially zoned area of the town provided that:

- (1) The vehicle has displayed all required licenses,
- (2) The vehicle is located no closer to any street than the principal structure; except that said vehicle may be parked closer to the street than the principle structure for a period not to exceed forty-eight (48) hours when the owner of the vehicle is a resident of the street and is arriving or departing on a journey in the vehicle,
- (3) The vehicle does not exceed thirty-two (32) feet in length or nine (9) feet in height, and
- (4) The vehicle is not inhabited while parked in said residentially zoned area.

Any violation of this ordinance shall constitute a misdemeanor punishable by a fine not to exceed twenty-five dollars (\$25.00).

(Ord. of 6-10-97; Ord. of 2-14-12(2))

SECTION 609 L-1 INDUSTRIAL DISTRICT

609.1 PURPOSE AND INTENT

The L-1 Industrial District is established to provide locations within the Town of Berryville for a broad range of general light-industrial uses, recreational and event venues, infill development, and employment-related businesses operating under well-governed performance standards. The specific uses permitted within the L-1 District must be in harmony with the cultural and environmental character of the Town of Berryville. No use should be permitted that might be harmful to the adjoining land uses and the residential ambience of the community at large. Adaptive reuse is encouraged in the L-1 District. Outdoor storage and heavy industrial uses are discouraged but may be permitted by special use and environmental performance review. The L-1 District recognizes and is to be applied to existing conforming industry in the Town of Berryville as of the date of adoption of this District. Existing industrial uses shall be considered as satisfying the purpose and intent of the L-1 District, but expansion of existing industrial uses shall conform to the provisions herein. **(08/16)**

609.2 PERMITTED USES (12/94)

- (a) Auction establishments (indoor only) **(5/95)**
- (b) Business and professional offices **(7/99)**
- (c) Business service, supply and delivery establishments
- (d) Contractor's establishments without outdoor storage
- (e) Establishments for the production, processing, assembly, manufacturing, compounding, cleaning, servicing, testing and repair of materials, goods or products which conform to applicable Federal, State and local environmental performance standards or other standards referenced by the Town as related to (a) air pollution; (b) fire and explosion hazards; (c) radiation hazards; (d) electromagnetic radiation and interference hazards; (e) liquid and solid wastes hazards; (f) noise and odor standards; and (g) vibration standards.
- (f) Existing or expansion of existing industrial uses in operation as of the date of adoption of this Ordinance which conform to the previous industrial zoning district requirements.
- (g) Farm supply establishments
- (h) Financial institutions
- (i) Indoor mini-storage facilities
- (j) Light manufacturing, fabrication, testing or repair establishments without outdoor storage
- (k) Light warehousing establishments, without outdoor storage
- (l) Light wholesale trade establishments, without outdoor storage
- (m) Printing and publishing establishments
- (n) Private training and vocational schools
- (o) Public utilities (sub-stations, pump stations, transmission/receiving facilities and lines for telecommunications and similar uses, storage tanks, etc.)
- (p) Sheet metal shops
- (q) Small animal veterinary hospitals, exclusive of boarding kennels
- (r) Vehicle and machinery service, and parts sales ("service" including but not limited to internal and external repair, body work, paint, car washes, etc.)
- (s) Welding shops

Section 609 Industrial (L-1) District

609.3 SPECIAL PERMIT USES

- (a) All above permitted uses requiring outdoor storage **(10/94)**
- (b) Day care centers **(12/94)**
- (c) Eating establishments including microbreweries, wineries, and distilleries **(05/95, 08/16)**
- (d) Heliports
- (e) Laundry and dry cleaning establishments
- (f) Lumber yards and building materials establishments
- (g) Motor freight terminals
- (h) Retail sales incidental to a manufacturing, production or related use, provided that:
 - a) the gross floor area used for retail purposes (excluding storage) shall not occupy more than five-thousand (5,000) square feet of gross floor area on any one lot, and shall not exceed twenty-five (25) percent of the total floor area for the site; and
 - b) the areas dedicated for retail uses must be indicated on an approved site plan.The provisions of this Section shall not apply to those permitted or special permit uses for which retail sales are a primary activity. **(12/07)**
- (i) Scientific research, development, and training establishments
- (j) Service stations
- (k) Vehicle and machinery sales and rentals
- (l) Recreation, commercial indoor **(06/10)**
- (m) Retreat and conference centers **(08/16)**
- (n) Residential lofts and apartments **(08/16)**
- (o) Wholesale/retail food hubs **(08/16)**
- (p) Commercial kitchens **(08/16)**
- (q) Hotels, motels, and accommodations **(08/16)**

609.4 PROHIBITED USES

The specific uses which follow shall not be permitted in the L-1 District:

- (a) Asphalt mixing plants
- (b) Blast furnaces
- (c) Boiler works
- (d) Bulk storage of flammable materials
- (e) Coal, wood or wood distillation
- (f) Concrete mixing and batching products
- (g) Extraction or mining of rocks and minerals
- (h) Garbage incineration
- (i) Junk yards
- (j) Landfills
- (k) Manufacture of ammonia, chlorine, fertilizer, lime, cement, fireworks, explosives, soaps, acids, pesticides, herbicides or insecticides
- (l) Metal foundries and smelting
- (m) Petroleum, asphalt or related product refining
- (n) Rendering plants
- (o) Slaughterhouses
- (p) Stockyards
- (q) Tanning and curing of skins
- (r) Any other similar use which in the opinion of the Town Council might be injurious or noxious by reason of odor, fumes, dust, smoke, vibration, noise or other cause

Section 609 Industrial (L-1) District

609.5 MAXIMUM LOT COVERAGE

(12/91) The maximum lot coverage—including buildings, streets, parking spaces, driveways, loading areas and all other impervious surfaces—shall not be greater than seventy-five percent (75%) of the area of an L-1 lot.

609.6 MINIMUM DISTRICT SIZE

The minimum district size shall be four (4) acres.

609.7 LOT SIZE REQUIREMENTS AND BULK REGULATIONS

- (a) Minimum lot area: 30,000 square feet
- (b) Minimum lot width: 125 feet
- (c) The maximum building height shall be forty (40) feet, except in particular instances the Town Council may, upon recommendation from the Planning Commission or its agent, modify the maximum building height.
- (d) Minimum yard requirements
 - (1) Front yard: 50 feet
 - (2) Side yard: 25 feet (except where side yard abuts a public right-of-way the side yard shall be 50 feet)
(5/94)
 - (3) Rear yard: 50 feet **(5/94)**

609.8 OPEN SPACE

- (a) An open space plan and landscape design program shall be submitted with applications for any land use governed by this District.
- (b) Twenty five percent (25%) of the site shall be landscaped open space. Landscaping may be limited to setback areas and unused portions.

609.9 PARKING, PARKING ACCESS AND DRIVEWAYS

- (a) No parking space shall be located closer than fifteen (15) feet from any common property line.
- (b) Where lot is contiguous to property located in any district other than the L-1, I, C-1 or C-2 District, no parking space shall be closer than 40 feet from such property line. **(5/94)**
- (c) All parking requirements shall be met by off-street, on-site spaces and shall include designated spaces for the handicapped and elderly.
- (d) Refer to Section 305 for additional off-street parking requirements.

609.10 SETBACK, BUFFERING AND LANDSCAPING

- (a) Where an L-1 lot is contiguous to property located in a district other than an L-1, I, C-1 or C-2 District, all buildings shall have a minimum 60-foot setback from lot lines. In particular instances the Town Council may waive the 60-foot setback requirement, upon recommendation from the Planning Commission. **(5/94)**
- (b) Where an L-1 lot is contiguous to property located in a district other than an L-1, I, C-1 or C-2 District, a landscaped buffer strip of 30 feet in width shall be provided, with landscape materials and placement subject to final plan approval. Where contiguous to a C-1 or C-2 District property, the landscaped buffer strip shall be 15 feet. Approved fencing or additional buffering may be used in lieu of landscaping. **(5/94)**

Section 609 Industrial (L-1) District

609.11 STORAGE OF GOODS, MATERIALS, FUEL AND REFUSE

- (a) The outdoor area devoted to storage, loading and display of goods shall be limited to that area so designated on an approved site plan.
- (b) All equipment and materials shall be contained entirely within a building or screened from public rights-of-way and contiguous properties that are in land uses other than industrial in nature.
- (c) Any establishment involved with the storage of fuel for sale, or for other purposes, shall be permitted only if the fuel is stored underground, except where otherwise permitted under provisions granted and stipulations required by the Town Council.
- (d) All refuse shall be contained in completely enclosed facilities and shall be screened.

609.12 STREET ENTRANCES

- (a) On a corner lot, no street entrance shall be located closer than 60-feet to the curb line extended from the intersecting street. This distance may be increased with respect to the types and turning radii of vehicles using the site.
- (b) No street entrance shall be located closer than 30 feet to a side or rear lot line, unless a common street entrance serves adjacent uses, and in no instance shall the distance between separate street entrances serving adjacent uses be less than 60 feet. The maximum width of such street entrances shall not exceed thirty feet (30').
- (c) A freestanding use shall have no more than two street entrances on any single right-of-way, and such street entrances shall have a minimum distance of 90 feet between them.

609.13 SITE PLAN REQUIREMENTS AND PERFORMANCE STANDARDS

- (a) All uses shall be subject to final site plan approval.
- (b) Any L-1 District land use application which is not in strict compliance with the pre-existing approved master site plan and preliminary plat for the district shall require an amendment to that master site plan and preliminary plat prior to site plan approval of the specific use.
- (c) Master site plans and preliminary plats for L-1 Districts shall include provisions for:
 - (1) adequate public facilities;
 - (2) development phasing;
 - (3) stormwater management facilities to address the ultimate development coverage within the district;
 - (4) lighting and signing; and
 - (5) other special features and land use considerations deemed necessary to serve the industrial district.
- (d) Applications for all uses subject to special use permits shall be accompanied by a report indicating the compliance with and use compatibility issues related to the Town's applicable performance standards.

Section 609 Industrial (L-1) District

609.14 ADDITIONAL REQUIREMENTS

- (a) Public Streets within the L-1 District shall be constructed to industrial road standards as determined by the Town Council or its agent. Sidewalks may be required on one or both sides of the street.
- (b) Common property ownership agreements and covenants for L-1 District developments shall be reviewed and approved by the Town Council or its agent.
- (c) Refer to Section 306 for off-street loading requirements.
- (d) Refer to Sections 301-304 for general regulations and other provisions which may supplement those cited herein.
- (e) Refer to specific Overlay Zoning districts, where applicable.

Section 502 – Certificate of Occupancy

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

SECTION 503 - SPECIAL USE PERMIT

503.1 PROVISIONS FOR SPECIAL USE PERMITS

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

Section 503 – Special Use Permit

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

503.2 APPLICATIONS

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

503.3 APPLICATION REQUIREMENTS

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

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

503.4 APPLICATION PROCEDURE

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

BERRYVILLE TOWN COUNCIL

Set Public Hearing – Text Amendments to the Berryville Zoning Ordinance

August 8, 2017

The Berryville Planning Commission is sponsoring text amendments to the Berryville Zoning Ordinance in order to remove references to the Town of Berryville Stormwater Management Ordinance and replacing them to reference the Commonwealth of Virginia Stormwater Management Program (VSMP) following the repeal of the Town’s Stormwater Management Ordinance. TA 01-17

The Berryville Planning Commission held a public hearing on this matter at their July 25, 2017 meeting and recommended Council approve the amendments as presented.

Per the recommendation of the Berryville Planning Commission, Town Council repealed the Town of Berryville Stormwater Management Ordinance in April of this year identifying the Virginia Department of Environmental Quality as the sole regulatory authority for stormwater management in the Town of Berryville. The Town of Berryville, along with most localities in the Planning District including Clarke County, “opted out” of operating its own Virginia Stormwater Management Program (VSMP).

References to the now repealed stormwater ordinance have been modified in the following portions of the Berryville Zoning Ordinance (highlighted in red).

Recommendation

Set a public hearing for the September 12, 2017 meeting.

Section 305 - Minimum Off-Street Parking

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~~ **Virginia Stormwater Management Program regulations**. 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.

309.7 SCREENING

Screening shall be provided of sufficient height and density to screen the site from adjoining residential property whether in R-1, R-2, or R-3 districts. A planting plan specifying type, size, and location of existing and proposed planting material shall be submitted with the application for the permit.

309.8 PARKING FACILITIES

- (a) Off-street parking shall be provided on the premises at the rate of two (2) spaces for each townhouse unit. Each space shall be a minimum of ten (10) feet by twenty (20) feet. Parking shall not be located in any yard area but shall be located in common parking areas only.
- (b) Required parking spaces shall be provided on the same lot as the group of buildings served.
- (c) Entrance and exit ways to parking areas shall have a minimum width of twelve (12) feet for each lane of traffic entering or leaving the site but shall at no time exceed thirty (30) feet in width at the street line. Parking shall not be permitted in the entranceway.
- (d) Parking areas shall be set back at least fifteen (15) feet from the property line of the development.

309.9 DRAINAGE

- (a) A storm run-off and drainage system shall be installed by the developer in accordance with sound engineering practice so as to adequately drain the project site, to adequately dispose of all run-off and drainage away from the project site, and so as not to permit excess flow of water across streets or adjoining properties. Plans for such drainage systems shall be submitted and approved with the application for the permit.
- (b) All provisions of Town ordinance and **Virginia Stormwater Management Program** regulations regarding storm drainage shall be complied with.

309.10 LIGHTING

Street lighting shall be provided on all public roads and shall be approved by the Town Council.

309.11 STORAGE OF TRASH AND RUBBISH

Exterior storage areas for trash and rubbish shall be well screened on three (3) sides and contain vermin-proof containers.

309.12 SITE PLAN REVIEW AND APPROVAL

Site plans drawn in accordance with Section 314 shall be reviewed by the Planning Commission and approved or rejected by the Town Council.

309.13 FRONTAGE

Each townhouse and/or townhouse parking area access road shall front on a dedicated public street meeting Virginia Department of Transportation and Town standards.

310.8 SCREENING

Screening shall be provided of sufficient height and density to screen the site from adjoining residential properties. A planting plan specifying type, size, and location of existing and proposed planting material shall be submitted with the application for the permit.

310.9 PARKING FACILITIES

- (a) Off-street parking, whether in a garage or on-lot, shall be provided on the premises at the rate of one (1) space for each apartment unit 1,000 square feet or less and two (2) spaces for each apartment unit greater than 1,000 square feet. **(02/14)**
- (b) Required parking spaces shall be provided on the same lot as the building served and shall be reviewed by the Planning Commission and approved by the Town Council.
- (c) All access drives shall be at least fifteen (15) feet from any building on the lot and from exterior lot lines.
- (d) Parking areas shall not be designed or located so as to require or encourage cars to back into a public street in order to leave the lot.
- (e) Entrance and exit ways to parking areas shall have a minimum width of twelve (12) feet for each lane of traffic entering or leaving the site but shall at no time exceed thirty (30) feet in width at the street line.

310.10 DRAINAGE

- (a) A storm run-off and drainage system shall be installed by the developer in accordance with sound engineering practice so as to adequately drain the project site, to adequately dispose of all run-off and drainage away from the project site, and so as not to permit excess flow of water across streets or adjoining properties. Plans for such drainage system shall be submitted and approved with the application for the permit.
- (b) All provisions of Town ordinance and **Virginia Stormwater Management Program** regulations regarding storm drainage shall be complied with.

310.11 LIGHTING

Street lighting shall be provided on all public roads and shall be approved by Town Council.

310.12 STORAGE OF TRASH AND RUBBISH

Exterior storage areas for trash and rubbish shall be well screened on three (3) sides and contain vermin-proof containers.

310.13 SITE PLAN REVIEW AND APPROVAL

Site Plan drawn in accordance with Section 314 shall be reviewed by the Planning Commission and approved or rejected by the Town Council.

310.14 OTHER REGULATIONS FOR ALL APARTMENT CONSTRUCTION

- (a) Each apartment structure and/or apartment parking area shall have access on a dedicated public street.

Section 314 – Site Development Plans

- (n) The location, height, type, and material of all fences, walls, screen planting, and landscaping details of all buildings and grounds, and the location, height, and character of all outdoor lighting systems.
- (o) The location of all proposed buildings and structures, primary and accessory; number of stories and height; proposed general use of each structure; and the number, size, and type of dwelling units, where applicable.
- (p) Provision for the adequate disposition of natural and storm water indicating the location, sizes, types, and grades of ditches, catch basins, detention ponds (showing 10-year and 100-year elevations), and pipes and connections to existing drainage systems. Plans shall be in accordance with the Berryville Stormwater System Master Plan **and Virginia Stormwater Management Program regulations**.
- (q) Provisions, plans, and schedules for the adequate control of erosion and sediment, in accordance with the Town of Berryville Erosion and Sediment Control Ordinance.
- (r) Proposed finished grading by contour, supplemented where necessary by spot elevations.
- (s) Floodplain studies as required by the Agent.
- (t) The location, size, height, materials used, orientation, and illumination of proposed signs.
- (u) The location, dimensions, and total area of proposed recreation, open space, and required amenities and improvements.
- (v) The location of all wooded areas on the site; the location of all other individual trees with a diameter of eight (8) inches or more, measured one (1) foot above the ground; and an indication of which trees are to be retained and which are to be removed.
- (w) A landscape plan (same scale as site plan), meeting the minimum landscape standards described below.
- (x) Development sequence for phased construction, if applicable.
- (y) Building restriction lines.
- (z) Distance to nearest school or school site.
- (aa) Elevation plans for all exterior facades of proposed structures, showing design features and indicating materials and colors to be used.
- (bb) Source of title of the owner of record, including deed book and page reference of the last instrument in the chain of title.
- (cc) Total site acreage of individual lots and street rights-of-way.
- (dd) Location and acreage to the nearest one-tenth (0.1) acre of Critical Environmental Areas, including the following: slopes between 15 and 25 percent; slopes greater than 25 percent; rock outcroppings; sinkholes; floodplains and floodplain soils; current drainage channels; bodies of water; stormwater management facilities; utilities; and other sensitive areas defined by the Agent. The Agent may require that a geotechnical report be submitted where warranted by soil or water conditions.
- (ee) Floor area ratio (FAR) and impervious surface coverage for all structures on the property.
- (ff) Maximum number of employees anticipated, if industrial, commercial, or office; net density of dwelling units, if residential.
- (gg) Anticipated daily and peak water demand and sewage flows for the site.

BERRYVILLE TOWN COUNCIL

Set Public Hearing – Repeal and Readoption of Section 322 Erosion and Sediment Control of the Berryville Zoning Ordinance

August 8, 2017

The Berryville Planning Commission is sponsoring text amendments to the Berryville Zoning Ordinance in order to repeal and readopt Section 322 Erosion and Sediment Control updating the ordinance to align with regulations of the Commonwealth of Virginia. TA 02-17

The Berryville Planning Commission held a public hearing on this matter at their July 25, 2017 meeting and recommended Council approve the amendments as presented.

The current Erosion and Sediment Control ordinance, under Section 322 of the Berryville Zoning Ordinance, was adopted in 2007. Changes at the state level have prompted an update of the previous ordinance.

Modifications to the existing ordinance include:

- Updated Code of Virginia references;
- The identification of the Virginia Department of Environmental Quality as the regulatory department in charge of E&S; and
- The addition of several definitions.

The draft ordinance has been forwarded to DEQ staff for review and comment.

Recommendation

Set a public hearing for the September 12, 2017 meeting.

322 EROSION AND SEDIMENT CONTROL ORDINANCE (12/07; 00/17)

322.1 TITLE, PURPOSE, AND AUTHORITY

This ordinance shall be known as the “Erosion and Sediment Control Ordinance of the Town of Berryville”. The purpose of this chapter is to prevent degradation of properties, stream channels, waters and other natural resources of the Town of Berryville by establishing requirements for the control of soil erosion, sediment deposition and non-agricultural runoff, and by establishing procedures whereby these requirements shall be administered and enforced.

This Chapter is authorized by the Code of Virginia, ~~Title 10.1, Chapter 5, Article 4 (§101.1-560 et seq.)~~ **Title 62.1, Chapter 3.1. Article 2.4**, known as the Virginia Erosion and Sediment Control Law.

322.2 DEFINITIONS

Agreement in lieu of a plan – a contract between the plan-approving authority and the owner that specifies conservation measures that must be implemented in the construction of a single-family residence; this contract may be executed by the plan-approving authority in lieu of a formal site plan.

Applicant – any person submitting an erosion and sediment control plan for approval or requesting the issuance of a permit, when required, authorizing land-disturbing activities to commence.

Board – The Virginia ~~Soil and Water Conservation Board~~ **State Water Control Board**.

Certified inspector – an employee or agent of a program authority who (i) holds a certificate of competence from the Board in the area of project inspection, or (ii) is enrolled in the Board’s training program for project inspection and successfully completes such program within one year after enrollment.

Certified plan reviewer – an employee or agent of a program authority who (i) holds a certificate of competence from the Board in the area of a plan review, (ii) is enrolled in the Board’s training program for plan review and successfully completes such program within one year after enrollment, or (iii) is licensed as a professional engineer, architect, certified landscape architect or land surveyor pursuant to Article I (§ 54.1-400 et seq.) of Chapter 4 of Title 54.1 **or a professional soil scientist as defined in § 54.1-22** of the Code of Virginia.

Certified program administrator – an employee or agent of a program authority who (i) holds a certificate of competence from the Board in the area of program administration or (ii) is enrolled in the Board’s training program for program administration and successfully completes such program within one year after enrollment.

Clearing – any activity which removes the vegetative ground cover including, but not limited to, root mat removal or top soil removal.

Section 322 – Erosion and Sediment Control

Department – the ~~Department of Conservation and Recreation~~ **Department of Environmental Quality**.

Development – means a tract of land developed or to be developed as a single unit under single ownership or unified control which is to be used for any business or industrial purpose or is to contain three or more residential dwelling units.

Director – means the director of the ~~Department of Conservation and Recreation~~ **Department of Environmental Quality**.

District or Soil and Water Conservation District – refers to the Lord Fairfax Soil and Water Conservation District.

Erosion and Sediment Control Plan or Plan – a document containing material for the conservation of soil and water resources of a unit or group of units of land. It may include appropriate maps, and appropriate soil and water plan inventory, and management information with needed interpretations and a record of decisions and all information deemed necessary by the **VESCP** plan approving authority to assure that the entire unit or units of land will be so treated to achieve the conservation objectives.

Erosion impact area – an area of land not associated with current land-disturbing activity but subject to persistent soil erosion resulting in the delivery of sediment onto neighboring properties or into state waters. This definition shall not apply to any lot or parcel of land of 10,000 square feet or less used for residential purposes.

Excavating – any digging, scooping or other methods of removing earth materials.

Filling – any depositing or stockpiling of earth materials.

Grading – any excavating or filling of earth material or any combination thereof, including the land in its excavated or filled conditions.

Land-disturbing activity – any ~~land change which~~ **man-made change to the land surface that** may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands in the Commonwealth, including, but not limited to, clearing, grading, excavating, transporting and filling of land, except that the term shall not include:

- (1) Minor land-disturbing activities such as home gardens and individual home landscaping, repairs and maintenance work;
- (2) Individual service connections;
- (3) Installation, maintenance, or repair of any underground public utility lines when such activity occurs on an existing hard-surface road, street or sidewalk provided such land-disturbing activity is confined to the area of the road, street or sidewalk which is hard-surfaced;

Section 322 – Erosion and Sediment Control

- (4) Septic tank lines or drainage fields unless included in an overall plan for land-disturbing activity relating to construction of the building to be served by the septic tank system;
- (5) ~~Surface or deep mining~~ **Permitted surface or deep mining operations and projects, or oil and gas operations and projects conducted pursuant to Title 45.1 of the Code of Virginia;**
- (6) ~~Exploration or drilling for oil and gas including the well site, roads, feeder lines, and off-site disposal areas~~ **Tilling, planting, or harvesting or agricultural, horticultural, or forest crops, or livestock feedlot operations; including engineering operations as follows: construction of terraces, terrace outlets, check dams, desilting basins, dikes, ponds, ditches, strip cropping, lister furrowing, contour cultivating, contour furrowing, land drainage, and land irrigation; however, this exception shall not apply to harvesting of forest crops unless the area on which harvesting occurs is reforested artificially or natural in accordance with the provisions of Chapter 11 (§ 10.1-1100 et seq.) of Title 10.1 of the Code of Virginia or is converted to bona fide agricultural or improved pasture use as described in Subsection B of § 10.1-1163;**
- (7) ~~Tilling, planting, or harvesting of agricultural, horticultural, or forest crops, or livestock feedlot operations; including engineering operations and agricultural engineering operations as follows: construction of terraces, terrace outlets, check dams, desilting basins, dikes, ponds not required to comply with the Dam Safety Act, Article 2, (§10.1-604 et seq.) of Chapter 6 or the Code of Virginia, ditches, strip cropping, lister furrowing, contour cultivating, contour furrowing, land drainage, and land irrigation; however, this exception shall not apply to harvesting of forest crops unless the area on which harvesting occurs is reforested artificially or naturally in accordance with the provisions of Chapter 11 (§ 10.1-1100 et seq.) of the Code of Virginia or is converted to bona fide agricultural or improved pasture use as described in Subsection B of § 10.1-1163;~~ **Repair or rebuilding of the tracks, rights-of-way, bridges, communication facilities and other related structures and facilities of a railroad company;**
- (8) ~~Repair or rebuilding of the tracks, rights of way, bridges, communication facilities and other related structures and facilities of a railroad company~~ **Agricultural engineering operations including but not limited to the construction of terraces, terrace outlets, check dams, desilting basins, dikes, ponds not required to comply with the provisions of the Dam Safety Act (Va. Code §10.1-604 et seq.), ditches, strip cropping, lister furrowing, contour cultivating, contour furrowing, land drainage, and land irrigation;**
- (9) Disturbed land areas of less than 10,000 square feet in size, **or less than 2,500 square feet in all areas of the jurisdiction designated as subject to the Chesapeake Bay Preservation Area Designation and Management Regulations;**
- (10) Installation of fence and sign posts or telephone and electric poles and other kinds of posts or poles;
- (11) Shoreline erosion control projects on tidal waters when all of the land disturbing activities are within the regulatory authority of and approved by local wetlands boards, or the Marine Resources Commission or the United States Army Corps of

Section 322 – Erosion and Sediment Control

Engineers; however, any associated land that is disturbed outside of this exempted area shall remain subject to this ordinance; and

- (12) Emergency work to protect life, limb or property, and emergency repairs; however, if the land-disturbing activity would have required an approved erosion and sediment control plan, if the activity were not an emergency, then the land area disturbed shall be shaped and stabilized in accordance with the requirements of the plan-approving authority.

Land Disturbing Permit or approval – a permit issued by the Town of Berryville for clearing, filling, excavating, grading, transporting of land or for any combination thereof or for any ~~purpose set forth herein~~ **other land disturbing activity.**

~~Local erosion and sediment control program or local control program—an outline of the various methods employed by the Town of Berryville to regulate land disturbing activities and thereby minimize erosion and sedimentation in compliance with the state program and may include such items as local ordinances, policies and guidelines, technical materials, inspection, enforcement, and evaluation.~~

Natural channel design concepts – the utilization of engineering analysis and fluvial geomorphic processes to create, rehabilitate, restore, or stabilize an open conveyance system for the purpose of creating or recreating a stream that conveys its bankfull storm event within its banks and allows larger flows to access its bankfull bench and its floodplain.

Owner – the owner or owners of the freehold of the premises or lesser estate therein, a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee or other person, firm or corporation in control of a property.

Peak Flow Rate – the maximum instantaneous flow from a given storm condition at a particular location.

Permit, state – an approval to conduct a land-disturbing activity issued by the Board in the form of a State stormwater individual permit or coverage issued under a State general permit.

Permittee – the person to whom the ~~permit authorizing~~ land-disturbing **activities approval** is issued or the person who certifies that the approved erosion and sediment control plan will be followed.

Person – any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, county, city, town or other political subdivision of the Commonwealth, ~~any interstate body, or any other legal entity~~ **governmental body, including a federal or state entity as applicable, any interstate body, or any other legal entity.**

Section 322 – Erosion and Sediment Control

Plan-approving authority, VESCP – the Zoning Administrator responsible for determining the adequacy of a plan submitted for land-disturbing activities on a unit or units or lands and for approving plans.

Program authority or VESCP Authority – the Town of Berryville which has adopted a soil erosion and sediment control program that has been approved by the Board.

Responsible Land Disturber or RLD – an individual ~~from the project or development team, who will be in charge of and holding a certificate issued by the department who is~~ responsible for carrying out ~~a the~~ land-disturbing activity ~~in accordance with the approved ESC plan. The RLD may be the owner, applicant, permittee, designer, superintendent, project manager, contractor, or any other project or development team member. The RLD must be designated on the ESC plan or permit as a prerequisite for engaging in land disturbance. covered by an approved plan or agreement in lieu of a plan, who~~ (i) holds a Responsible Land Disturber certificate of competence, (ii) holds a current certificate of competence from the Board in the areas of Combined Administration, Program Administration, Inspection, or Plan Review, (iii) holds a current Contractor certificate of competence for erosion and sediment control, or (iv) is licensed in Virginia as a professional engineer, architect, certified landscape architect or land surveyor pursuant to Article 1 (§ 54.1-400 et seq.) of Chapter 4 of Title 54.1 of the Code of Virginia.

Runoff volume – the volume of water that runs off the land development project from a prescribed storm event.

Single-family residence – a noncommercial dwelling that is occupied exclusively by one family.

~~**State Erosion and Sediment Control Program or State Program** – the program administered by the Virginia Soil and Water Conservation Board pursuant to the Code of Virginia, including regulations designed to minimize erosion and sedimentation.~~

State waters – all waters on the surface and under the ground wholly or partially within or bordering the Commonwealth or within its jurisdictions.

Town – the incorporated Town of Berryville.

Transporting – any moving of earth materials from one place to another place other than such movement incidental to grading, when such movement results in destroying the vegetative ground cover either by tracking or the buildup of earth materials to the extent that erosion and sedimentation will result from the soil or earth materials over which such transporting occurs.

Virginia Erosion and Sediment Control Program or VESCP – a program approved by the Board that has been established by a VESCP authority for the effective control of soil erosion, sediment deposition, and non-agricultural runoff associated with a land-

disturbing activity to prevent the unreasonable degradation of properties, stream channels, waters, and other natural resources and shall include such items where applicable as local ordinances, rules, permit requirements, annual standards and specifications, policies and guidelines, technical materials, and requirements for plan review, inspection, enforcement where authorized in this article, and evaluation consistent with the requirements of this article and its associated regulations.

Water quality volume – the volume equal to the first one-half inch of runoff multiplied by the impervious surface of the land development project.

322.3

LOCAL EROSION AND SEDIMENT CONTROL PROGRAM

~~A. Pursuant to § 10.1-562 of the Code of Virginia, the Town of Berryville hereby adopts the regulations, references, guidelines, standards and specifications promulgated by the Board for the effective control of soil erosion and sediment deposition to prevent the unreasonable degradation of properties, stream channel waters and other natural resources. Said regulations, references, guidelines, standards and specifications for erosion and sediment control are included in but not limited to the “Virginia Erosion and Sediment Control Regulation” and the Virginia Erosion and Sediment Control Handbook, as amended.~~

~~In addition, in accordance with § 10.1-561 of the Code of Virginia, stream restoration and relocation projects that incorporate natural channel design concepts that are not man-made channels and shall be exempt from any flow rate capacity and velocity requirements for natural or man-made channels.~~

~~In accordance with § 10.1-561 of the Code of Virginia, any land disturbing activity that provides for stormwater management intended to address any flow rate capacity and velocity requirements for natural or manmade channels shall satisfy the flow rate capacity and velocity requirements for natural or manmade channels if the practices are designed to (i) detain the water quality volume and to release it over 48 hours; (ii) detain and release over a 24 hour period the expected rainfall resulting from the one year, 24 hour storm; and (iii) reduce the allowable peak flow rate resulting from the 1.5, 2 and 10 year, 24 hour storms to a level that is less than or equal to the peak flow rate from the site assuming it was in a good forested condition, achieved through multiplication of forested peak flow rate by a reduction factor that is equal to the runoff volume from the site when it was in good forested condition divided by the runoff volume from the site in its proposed condition, and shall be exempt from any flow rate capacity and velocity requirements for natural or manmade channels.~~

~~B. Before adopting or revising regulations, the Town of Berryville shall give due notice and conduct a public hearing on the proposed or revised regulations, except that a public hearing shall not be required when the Town of Berryville is amending its program to conform to revisions in the state program. However, a public hearing shall be held if the Town of Berryville proposes or revises regulations that are more stringent than the state program.~~

~~C. Pursuant to § 10.1-561.1 of the Code of Virginia, an erosion control plan shall not be approved until it is reviewed by a certified plan reviewer. Inspections of land-disturbing activities shall be conducted by a certified inspector. The Erosion Control~~

Section 322 – Erosion and Sediment Control

~~Program of the Town of Berryville shall contain a certified program administrator, a certified plan reviewer, and a certified inspector, who may be the same person.~~

~~D. The Town of Berryville hereby designates the Zoning Administrator as the plan approving authority.~~

~~E. The program and regulations provided for in this ordinance shall be made available for public inspection at the office of the Zoning Administrator.~~

Pursuant to § 62.1-44.15:44 of the Code of Virginia, the Town of Berryville hereby establishes a VESCP program and adopts the regulations promulgated by the Board (for the effective control of soil erosion and sediment deposition to prevent the unreasonable degradation of properties, stream channels, waters, and other natural resources) and the *Virginia Erosion & Sediment Control Handbook*, third edition. In accordance with § 62.1-44.15:52 of the Code of Virginia, any plan approved prior to July 1, 2014 that provides for stormwater management that addresses any flow rate capacity and velocity requirements for natural or man-made channels shall satisfy the flow rate capacity and velocity requirements for natural or man-made channels if the practices are designed to (i) detain the water quality volume and to release it over 48 hours; (ii) detain and release over a 24-hour period the expected rainfall resulting from the one year, 24-hour storm; and (iii) reduce the allowable peak flow rate resulting from the 1.5-, 2-, and 10-year, 24-hour storms to a level that is less than or equal to the peak flow rate from the site assuming it was in a good forested condition, achieved through multiplication of the forested peak flow rate by a reduction factor that is equal to the runoff volume from the site when it was in a good forested condition divided by the runoff volume from the site in its proposed condition, and shall be exempt from any flow rate capacity and velocity requirements for natural or man-made channels.

A. For plans approved on and after July 1, 2014, the flow rate capacity and velocity requirements for natural and man-made channels shall be satisfied by compliance with water quantity requirements specific in § 62.1-44.15:28 of the Stormwater Management Act and 9VAC25-870-66 of the Virginia Stormwater Management Program (VSMP) regulations, unless such land-disturbing activities are in accordance with the grandfathering provisions of the Virginia Stormwater Management Program (VSMP) Regulations.

B. Pursuant to § 62.1-44.15:53 of the Code of Virginia, an erosion control plan shall not be approved until it is reviewed by a certified plan reviewer. Inspections of land-disturbing activities shall be conducted by a certified inspector. The Erosion Control Program of the Town of Berryville shall contain a certified program administrator, a certified plan reviewer, and a certified inspector (who may be the same person).

C. The Town of Berryville hereby designates the Zoning Administrator as the plan approving authority.

D. The program and regulations provided for in this ordinance shall be made available for public inspection at the office of the Zoning Administrator.

322.4

SUBMISSION AND APPROVAL OF PLANS; CONTENTS OF PLANS

- A. Except as provided herein, no person may engage in any land-disturbing activity until he or she has submitted to the Zoning Administrator for the Town of Berryville an erosion and sediment control plan for the land-disturbing activity and such plan has been approved by the ~~plan-approving~~ **VESCP** authority. **No approval to begin land disturbing activity will be issued unless evidence of state permit coverage is obtained where it is required.** Where land-disturbing activities involve lands under the jurisdiction of more than one ~~local-control-program~~ **VESCP**, an erosion and sediment control plan, at the option of the applicant, may be submitted to the **Board Department** for review and approval rather than to each jurisdiction concerned. Where the land-disturbing activity results from the construction of a single-family residence, an “agreement in lieu of a plan” may be substituted for an erosion and sediment control plan if executed by the plan-approving authority.
- B. The standards contained within the “Virginia Erosion and Sediment Control Regulations”, the Virginia Erosion and Sediment Control Handbook as amended is to be used by the applicant when making a submittal under the provisions of this ordinance and in the preparation of an erosion and sediment control plan. The plan-approving authority, in considering the adequacy of a submitted plan, shall be guided by the same standards, regulations and guidelines. When the standards vary between publications, the State regulations shall take precedence.
- C. The **VESCP** plan-approving authority shall review ~~conservation~~ **erosion and sediment control** plans submitted to it and grant written approval within ~~45~~ **60** days of the receipt of the plan if it determines that the plan meets the requirements of the **Erosion and Sediment Control Law and the** Board’s regulations, and if the person responsible for carrying out the plan certifies that s/he will properly perform the ~~conservation~~ measures included in the plan and will conform to the provisions of this ~~article ordinance~~. In addition, as a prerequisite to engaging in the land-disturbing activities shown on the approved plan, the person responsible for carrying out the plan shall provide the name of **the responsible land disturber, an individual holding a certificate of competence**, to the program authority, as provided by ~~§ 10.1-561~~ **§ 62.1-44.15:52** of the Virginia Erosion and Sediment Control Law, who will be in charge of and responsible for carrying out the land-disturbing activity. Failure to provide the name of ~~an individual holding a certificate of competence~~ **the responsible land disturber** prior to engaging in land-disturbing activities may result in revocation of the approval of the plan and the person responsible for carrying out the plan shall be subject to the penalties provided in this ordinance.
- D. ~~The plan shall be acted upon within 45 days from receipt thereof by either approving said plan in writing or by disapproving said plan in writing and giving specific reasons for its disapproval. When the plan is determined to be inadequate, the plan-approving authority shall specify such modifications, terms and conditions that will permit approval of the plan. If no action is taken within 45 days, the plan shall be deemed approved by the person authorized to proceed with the proposed activity. When the plan is determined to be inadequate, written notice of disapproval stating the specific reasons for disapproval shall be communicated to the applicant within 45 days. The notice shall specify such modifications, terms, and conditions that will permit approval of the plan. If no action is taken within 45 days, the plan shall be~~

- deemed approved and the person authorized to proceed with the proposed activity.
- E. **The VESCP authority shall act on any erosion and sediment control plan that has been previously disapproved within 45 days after the plan has been revised, resubmitted for approval, and deemed adequate.**
- F. ~~An approved plan may be changed by the plan approving authority when~~ **The VESCP authority may require changes to an approved plan when:**
- (1) The inspection reveals that the plan is inadequate to satisfy applicable regulations; or
 - (2) The person responsible for carrying out the plan finds that because of changed circumstances or for other reasons the approved plan cannot be effectively carried out, and proposed amendments to the plan, consistent with the requirements of this ordinance, are agreed to by the plan-approving authority and the person responsible for carrying out the plans.
- G. Variances: The **VESCP** plan approving authority may waive or modify any of the standards that are deemed to be **inappropriate or** too restrictive for site conditions by granting a variance. A variance may be granted under the following conditions:
- (1) At the time of plan submission, an applicant may request a variance to become part of the approved Erosion and Sediment Control Plan. The applicant shall explain the reasons for requesting variances in writing. Specific variances which are allowed by the plan-approving authority shall be documented in the plan.
 - (2) During construction, the person responsible for implementing the approved plan may request a variance in writing from the plan-approving authority. The plan-approving authority shall respond in writing either approving or disapproving such a request. If the plan-approving authority does not approve a variance within ten (10) days of receipt of the request, the request shall be considered to be disapproved. Following disapproval, the applicant may resubmit a variance request with additional documentation.
 - (3) The VESCP authority shall consider variance requests judiciously, keeping in mind both the need of the applicant to maximize cost effectiveness and the need to protect off-site properties and resources from damage.**
- H. In order to prevent further erosion, the Town of Berryville may require approval of a plan for any land identified in the local program as an erosion impact area.
- I. When a land-disturbing activity will be required of a contractor performing construction work pursuant to a construction contract, the preparation, submission, and approval of an erosion and sediment control plan shall be the responsibility of the owner.
- J. **In accordance with the procedure set forth in § 62.1-44.15:55(E) of the Code of Virginia, any person engaging, in more than one jurisdiction, in the creation and operation of wetland mitigation or stream restoration banks, which have been approved and are operated in accordance with applicable federal and state guidance, laws, or regulations for the establishment, use, and operation of wetland mitigation or stream restoration banks, pursuant to a mitigation banking instrument signed by the Department of Environmental Quality, the Marine Resources Commission, or the U.S. Army Corps of Engineers, may, at the option of that person, file general erosion and sediment control specifications for wetland**

mitigation or stream restoration banks annually with the Board for review and approval consistent with guidelines established by the Board. Approval of general erosion and sediment control specifications does not relieve the owner or operator from compliance with any other local ordinances and regulations including requirements to submit plans and obtain permits as may be required by such ordinances and regulations.

- K. State agency projects are exempt from the provisions of this ordinance except as provided in the Code of Virginia ~~§ 10.1-564~~ § 62.1-44.15:56.

322.5

PERMITS; FEES; SECURITY FOR PERFORMANCE

- A. Agencies authorized under any other law to issue grading, building, or other permits for activities involving land disturbing activities may not issue any such permit unless the applicant submits with his/her application an approved erosion and sediment control plan, **and** certification that the plan will be followed, **and evidence of state permit coverage where it is required.**
- B. No person may engage in any land-disturbing activity until s/he has acquired a land-disturbing permit, unless the proposed land-disturbing activity is specifically exempt from the provisions of this ordinance, and has paid the fees and posted the required bond.
- C. An administrative fee of \$200.00 shall be paid to the Town of Berryville at the time of submission of the erosion and sediment control plan.
- D. No land-disturbing permit shall be issued until the applicant submits with his/her application an approved erosion and sediment control plan **or agreement in lieu of an approved erosion and sediment control plan** and certification that the plan will be followed.
- E. All applicants for permits shall provide to the Town of Berryville a performance bond, cash escrow, or an irrevocable letter of credit acceptable to the Zoning Administrator, to ensure that measures could be taken by the Town of Berryville at the applicant's expense should the applicant fail, after proper notice, within the time specified to initiate or maintain appropriate conservation measures required of the applicant by the approved plan as a result of his land-disturbing activity.

The amount of the bond or other security for performance shall not exceed the total of the estimated cost to initiate and maintain appropriate conservation action based on unit price for new public or private sector construction in the locality and a reasonable allowance for estimated administrative costs and inflation which shall not exceed twenty-five percent of the cost of the conservation action. Should it be necessary for the Town of Berryville to take such conservation action, the Town of Berryville may collect from the applicant any costs in excess of the amount of the surety held. Within sixty (60) days of adequate stabilization, as determined by the Zoning Administrator in any project or section of a project, such bond, cash escrow or letter of credit, or the unexpected or unobligated portion thereof shall be either refunded to the applicant or terminated, based upon the percentage of stabilization accomplished in the project or project section. These requirements are in addition to all other provisions relating to the issuance of permits and are not intended to otherwise affect the requirements for such permits.

322.6

MONITORING, REPORTS, AND INSPECTIONS

A. **The responsible land disturber, as provided by § 62.1-44.15:52, shall be in charge of and responsible for carrying out the land-disturbing activity and provide for periodic inspections of the land-disturbing activity.** The Town of Berryville may require the person responsible for carrying out the plan to monitor the land-disturbing activity. The person responsible for carrying out the plan will maintain records of these inspections and maintenance, to ensure compliance with the approved plan and to determine whether the measures required in the plan are effective in controlling erosion and sedimentation.

B. The Zoning Administrator shall periodically inspect the land-disturbing activity in accordance with Section ~~4VAC50-30-60~~ **9VAC25-840-60** of the Virginia Erosion and Sediment Control Regulations to ensure compliance with the approved plan and to determine whether the measures required in the plan are effective in controlling erosion and sedimentation. The owner, permittee, or person responsible for carrying out the plan shall be given notice of the inspection.

If the Zoning Administrator determines that there is a failure to comply with the plan, notice shall be served upon the permittee or person responsible for carrying out the plan by ~~registered or certified mail~~ **mailing with confirmation of delivery** to the address specified in the permit application or in the plan certification, or by delivery at the site of the land-disturbing activities to the agent or employee supervising such activities.

The notice shall specify the measures needed to comply with the plan and shall specify the time within which such measures shall be completed. Upon failure to comply within the specified time, the permit may be revoked and the permittee or person responsible for carrying out the plan shall be deemed to be in violation of this ordinance and shall be subject to the penalties provided by this ordinance.

C. Upon ~~determination of a violation of this ordinance~~ **issuance of an inspection report denoting a violation of Va. Code §§ 62.1-44.15:55, -44.15:56**, the Zoning Administrator may, in conjunction with or subsequent to a notice to comply as specified in this ordinance, issue an order requiring that all or part of the land-disturbing activities permitted on the site be stopped until the specified corrective measures have been taken.

If land-disturbing activities have commenced without an approved plan, the Zoning Administrator may, ~~in conjunction with or subsequent to a notice to comply as specified in this ordinance~~, issue an order requiring that all of the land-disturbing activities be stopped until an approved plan or any required permits are obtained.

Where the alleged noncompliance is causing or is in imminent danger of causing harmful erosion of lands or sediment deposition in waters within the watersheds of the Commonwealth, or where the land disturbing activities have commenced without an approval plan or any required permits, such an order may be issued without regard to whether the permittee has been issued a notice to comply as specified in this ordinance. Otherwise, such an order may be issued only after the permittee has failed to comply with such a notice to comply.

The order shall be served in the same manner as a notice to comply, and shall remain in effect for a period of seven days from the date of service pending application by the

Section 322 – Erosion and Sediment Control

enforcing authority or permit holder for appropriate relief to the Circuit Court of the County of Clarke. **The Town of Berryville shall serve such order for disturbance without an approved plan or permits upon the owner by mailing with confirmation of delivery to the address specified in the land records. Said order shall be posted on the site where the disturbance is occurring, and shall remain in effect until permits and plan approvals are secured, except in such situations where an agricultural exemption applies.**

If the alleged violator has not obtained an approved plan or any required permits within seven days from the date of service of the order, the Zoning Administrator may issue an order to the owner requiring that all construction and other work on the site, other than corrective measures, be stopped until an approved plan and any required permits have been obtained. Such an order shall be served upon the owner by ~~registered or certified mail~~ **mailing with confirmation of delivery** to the address specified in the permit application or the land records of the Town of Berryville.

The owner may appeal the issuance of an order to the Circuit Court of the County of Clarke.

Any person violating or failing, neglecting or refusing to obey an order issued by the Zoning Administrator may be compelled in a proceeding instituted in the Circuit Court of the County of Clarke to obey same to comply therewith by injunction, mandamus or other appropriate remedy.

Upon completion and approval of corrective action or obtaining an approved plan or any required permits, the order shall immediately be lifted.

Nothing in this section shall prevent the Zoning Administrator from taking any other action authorized by this ordinance.

322.7 PENALTIES, INJUNCTIONS, AND OTHER LEGAL ACTIONS

- A. Violators of this ordinance shall be guilty of a Class I misdemeanor.
- B. Any person who violates any provision ~~of this ordinance shall~~ **of Va. Code §§ 62.1-44.15:55. 62.1-44.15:56 shall**, upon a finding of the District Court of the County of Clarke be assessed a civil penalty. The civil penalty for any one violation shall **be not be less than \$100 nor more than \$1,000**, except that the civil penalty for commencement of land-disturbing activities without an approved plan shall be \$1,000. Each day during which the violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same operative set of facts result in civil penalties which exceed a total of ~~\$3,000~~ **\$10,000**, except that a series of violations arising from the commencement of land-disturbing activities without an approved plan for any site shall not result in civil penalties which exceed a total of \$10,000. **Any such civil penalties shall be in lieu of criminal sanctions and shall preclude the prosecution of such violation as a misdemeanor under subsection A of § 62.1-44.15:63.**

~~Note: The adoption of civil penalties according to this schedule shall be in lieu of criminal sanctions and shall preclude the prosecution of such violation as a misdemeanor under subsection A of this section. Refer to Code of Virginia, Section 10.1-562J.~~

- C. The Zoning Administrator or the owner or property which has sustained damage or which is in imminent danger of being damaged, may apply to the Circuit Court of the

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County of Clarke to enjoin a violation or a threatened violation of ~~this ordinance of Va. Code §§ 62.1-44.15:55, -44.15:56~~, without the necessity of showing that an adequate remedy at law does not exist. However, an owner of property shall not apply for injunctive relief unless (i) he has notified in writing the person who has violated the local program, and the program authority, that a violation of the local program has caused, or creates a probability of causing, damage to his property, and (ii) neither the person who has violated the local program nor the program authority has taken corrective action within fifteen days to eliminate the conditions which have caused, or create the probability of causing, damage to his property.

- D. In addition to any criminal penalties provided under this ordinance, any person who violates any provision of this ordinance may be liable to the Town of Berryville in a civil action for damages.
- E. Without limiting the remedies which may be obtained in this section, any person violating or failing, neglecting, or refusing to obey any injunction, mandamus or other remedy obtained pursuant to this section shall be subject, in the discretion of the court, to a civil penalty not to exceed \$2,000 for each violation. A civil action for such violation or failure may be brought by the Town of Berryville. Any civil penalties assessed by a court shall be paid into the treasury of the Town of Berryville except that where the violator is the locality itself, or its agent, the court shall direct the penalty to be paid into the state treasury.
- F. With the consent of any person who has violated or failed, neglected or refused to obey any regulation or condition of a permit or any provision of this ordinance, **or order of the VESCP authority** the Town of Berryville may provide for the payment of civil charges for violations in specific sums, not to exceed the limit specified in Subsection E of this section. Such civil charges shall be instead of any appropriate civil penalty which could be imposed under Subsection **B or E**.
- G. The Commonwealth's Attorney shall, upon request of the Town of Berryville ~~or the permit issuing authority~~, take legal action to enforce the provisions of this ordinance.
- H. Compliance with the provisions of this ordinance shall be prima facie evidence in any legal or equitable proceeding for damages caused by erosion, siltation or sedimentation that all requirements of law have been met, and the complaining party must show negligence in order to recover any damages.

322.8

APPEALS AND JUDICIAL REVIEW

- ~~A. Any applicant under the provision of this ordinance who is aggrieved by any action of the Town of Berryville or its agent in disapproving plans submitted pursuant to this ordinance shall have the right to apply for and receive a review of such action by by the Town Council provided an appeal is filed within 30 days from the date of the action. Any applicant who seeks an appeal hearing before the Town Council shall be heard at the next regularly scheduled Town Council public hearing provided that the Town Council and other involved parties have at least 30 days prior notice. In reviewing the agent's actions, the Town Council shall consider evidence and opinions presented by the aggrieved applicant and agent. After considering the evidence and opinions, the Town Council may affirm, reverse or modify the action. The Town Council's decision shall be final, subject only to review by the Circuit Court of the County of Clarke.~~

Section 322 – Erosion and Sediment Control

- B. A.** Final decisions of the Town of Berryville under this ordinance shall be subject to review by the County of Clarke Circuit Court, provided an appeal is filed within 30 days from the date of any written decision adversely affecting the rights, duties, or privileges of the person engaging in or proposing to engage in land disturbing activities.

Attachment 3

July 24, 2017 Event in Rose Hill Park

As you know, Rose Hill Park was chosen to host a recent Democratic Caucus announcement and news conference. The event went off without a hitch!

Please find attached:

- Letter from Senate Minority Leader The Honorable Charles E. Schumer to Keith Dalton
- Letter from Senate Minority Leader The Honorable Charles E. Schumer to the editor of the *Winchester Star* as printed in the 8/1/17 edition

I was out of Town when staff became aware that Berryville was one of the sites being considered for the event. Christy Dunkle and Neal White did an extraordinary job of keeping me informed of developments in this regard and working closely with Senate staff and Capital Police to plan the event once the site choice had been finalized. These two are to be congratulated for their great work.

Christy Dunkle did an excellent job coordinating with Senate staff.

Chief White and his department did an excellent job fulfilling their security related duties.

Rick Boor and his crew did an excellent job with Rose Hill Park.

Heather Fiddler, Leslie Kelley, and Ann Phillips did an excellent job handling inquiries about the matter.

Our friends in the Clarke County Sherriff's Office did an excellent job fulfilling their security related duties.

Our friends at John H. Enders Volunteer Fire Company and Clarke County Emergency Services did an excellent job providing medic services on a very hot day.

Thanks to everyone who helped Berryville and Clarke County shine on the national stage.

I will close with this. I could be mistaken, but it seems that a pattern is developing. When someone wants to be a part of genuine small town America, the kind of place that people long for, they come to Berryville. This is a special place.

CHARLES E. SCHUMER
NEW YORK



DEMOCRATIC LEADER

UNITED STATES SENATE
WASHINGTON, D.C. 20510

July 20, 2017

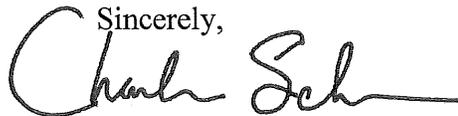
Keith Dalton
Town Manager
101 Chalmers Court, Suite A
Berryville, VA 22611

Dear Mr. Dalton,

Many thanks for your assistance with our press conference on Monday in Rose Hill Park.

I appreciate how hard you and your staff worked to ensure that every detail was covered. You should be proud of them and proud of your lovely town.

Please convey my thanks to your staff for their assistance, it was much appreciated.

Sincerely,

Charles E. Schumer

The WINCHESTER STAR
8/1/17

Schumer showers kudos on Berryville

A week ago Monday, Democrats traveled to Berryville to offer the American people a "A Better Deal" — our proposals to raise their pay, lower costs, and provide tools needed to succeed in the 21st-century economy.

We all have our own political beliefs, but I think most of us can agree that if you work hard and play by the rules, you should be able to own a home, put your kids through college, and put enough away for a comfortable retirement. I grew up in an America where millions of Americans, including my family, achieved that

solid middle-class lifestyle. But today, for far too many of working Americans, that basic bargain no longer exists. Folks are working as hard as ever, but falling further behind.

Americans are sick and tired of corporate interests and the super-wealthy tilting the economic playing field in their favor while putting the burden on the backs of hard-working families trying to pay their bills. Americans deserve a better deal.

In Berryville, we found a beautiful town full of people who value hard work and fair play, who were practical, decent, and open-hearted. We were honored that Berryville and its residents, regardless of their politics, welcomed us to their town and listened with open minds to our vision for an America that works for everyone, not just the wealthy and the powerful.

From the bottom of our hearts, we thank the town, its police department, the local business owners, its elected officials, and, most of all, its people for allowing us to visit them and share our solemn promise to people across the country: that we will continue fighting

as hard as we can to give hard-working Americans a better deal.

SEN. CHARLES E. SCHUMER
Senate Minority Leader
322 Senate Office Building
Washington, D.C.

Attachment 4

Water Tank Project – Outstanding Issues

At the July Town Council meeting, the Council decided that two issues related to the Water Tank Project should be discussed at the August meeting when all members would be present.

Those issues were whether the Northwest Tank should have “Berryville” painted on its western exposure when the tank is rehabilitated and whether the Council wanted the County of Clarke to provide a full-time driver for Tanker 1 (stationed at John H. Enders Volunteer Fire Company) while the Ground Reservoir is out of service (estimated cost to be \$15,000)?

Attachment 5

FINANCE AND ADMINISTRATION STAFF REPORT

TO: TOWN COUNCIL
FROM: DESIREE MORELAND, TREASURER
SUBJECT: MONTHLY REPORTS
DATE: 8/3/2017
CC: KEITH DALTON, TOWN MANAGER

A/P Check Listing

Checks issued in July 2017.

Bank of America/P-Card Statement

May 2017 P-Card Purchases that were paid on July 25, 2017.

A/P Check Listing

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

Date From - 7/1/2017 Date To - 7/31/2017

Town of Berryville
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| Check Number | Bank | Vendor | Date | Amount |
|-------------------------------|------|--|---------------------------|-------------------|
| 4244 | 1 | - Douglas A. Shaffer | 07/13/2017 | \$75.00 |
| | | 100-2100000-0000 | \$75.00 | |
| Invoice: July 2017 | | Inv Date 07/13/2017 | Due Date 07/13/2017 | Amt: \$75.00 |
| 100-4081600-1111 | | PC Chair | | \$75.00 |
| | | | Total Distributed: | \$75.00 |
| 4245 | 1 | - Waren Dilandro | 07/13/2017 | \$40.00 |
| | | 100-2100000-0000 | \$40.00 | |
| Invoice: 6/28/2017 | | Inv Date 07/13/2017 | Due Date 07/13/2017 | Amt: \$40.00 |
| 100-4081700-1111 | | BADA | | \$40.00 |
| | | | Total Distributed: | \$40.00 |
| 4246 | 1 | - Bank of Clarke County | 07/13/2017 | \$50.00 |
| | | 100-2100000-0000 | \$50.00 | |
| Invoice: 7-2017 | | Inv Date 07/13/2017 | Due Date 07/13/2017 | Amt: \$50.00 |
| 100-4012530-6001 | | Safe Deposit Box Rent | | \$50.00 |
| | | | Total Distributed: | \$50.00 |
| 4247 | 1 | - Herbert L. Beskin, Trustee | 07/13/2017 | \$115.00 |
| | | 100-2100000-0000 | \$46.00 | |
| | | 501-2100000-0000 | \$34.50 | |
| | | 502-2100000-0000 | \$34.50 | |
| Invoice: CN. 16-51200 HAR RBC | | Inv Date 07/13/2017 | Due Date 07/13/2017 | Amt: \$115.00 |
| 100-2118500-0000 | | Chapter 13 | | \$46.00 |
| 501-2118500-0000 | | Chapter 13 | | \$34.50 |
| 502-2118500-0000 | | Chapter 13 | | \$34.50 |
| | | | Total Distributed: | \$115.00 |
| 4248 | 1 | - Bureau for Child Support Enforcement | 07/13/2017 | \$875.00 |
| | | 501-2100000-0000 | \$218.75 | |
| | | 502-2100000-0000 | \$656.25 | |
| Invoice: 621973 | | Inv Date 07/13/2017 | Due Date 07/13/2017 | Amt: \$875.00 |
| 501-2116000-0000 | | Dept Health & Human Resources | | \$218.75 |
| 502-2116000-0000 | | Dept Health & Human Resources | | \$656.25 |
| | | | Total Distributed: | \$875.00 |
| 4249 | 1 | - Berryville Main Street | 07/13/2017 | \$5,000.00 |
| | | 100-2100000-0000 | \$5,000.00 | |
| Invoice: 1 Q FY18 | | Inv Date 07/13/2017 | Due Date 07/13/2017 | Amt: \$5,000.00 |
| 100-4081500-5699 | | Annual contribution | | \$5,000.00 |
| | | | Total Distributed: | \$5,000.00 |
| 4250 | 1 | - Matthew Bass | 07/13/2017 | \$40.00 |

A/P Check Listing

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

Date From - 7/1/2017 Date To - 7/31/2017

Town of Berryville
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| Check Number | Bank | Vendor | Date | Amount |
|--------------------------------|-----------------------|--------------------------------|---------------------|-------------------|
| | | 100-2100000-0000 | \$40.00 | |
| Invoice: 6/28/2017 | | Inv Date 07/13/2017 | Due Date 07/13/2017 | Amt: \$40.00 |
| 100-4081700-1111 | BADA | | | \$40.00 |
| | | | Total Distributed: | \$40.00 |
| 4251 | 1 | Keith Dalton | 07/13/2017 | \$50.00 |
| | | 100-2100000-0000 | \$50.00 | |
| Invoice: July 2017 | | Inv Date 07/13/2017 | Due Date 07/13/2017 | Amt: \$50.00 |
| 100-4012110-5230 | cell phone allowance | | | \$50.00 |
| | | | Total Distributed: | \$50.00 |
| 4252 | 1 | ELIZABETH RUTH LERAY | 07/13/2017 | \$100.00 |
| | | 501-2100000-0000 | \$100.00 | |
| Invoice: UB3001170705111505490 | | Inv Date 07/05/2017 | Due Date 07/13/2017 | Amt: \$100.00 |
| 501-2500000-0000 | Deposit Refund for WA | | | \$100.00 |
| | | | Total Distributed: | \$100.00 |
| 4253 | 1 | SKYVIEW TREE EXPERTS | 07/14/2017 | \$2,350.00 |
| | | 100-2100000-0000 | \$2,350.00 | |
| Invoice: 3828 | | Inv Date 06/23/2017 | Due Date 07/14/2017 | Amt: \$2,350.00 |
| 100-4041250-6130 | Tree Removal | | | \$2,350.00 |
| | | | Total Distributed: | \$2,350.00 |
| 4254 | 1 | H2O Pipe Cleaning LLC | 07/14/2017 | \$2,400.00 |
| | | 501-2100000-0000 | \$2,400.00 | |
| Invoice: 14888 | | Inv Date 06/27/2017 | Due Date 07/14/2017 | Amt: \$2,400.00 |
| 501-4012224-3330 | Hydro Excavation | | | \$2,400.00 |
| | | | Total Distributed: | \$2,400.00 |
| 4255 | 1 | PB Mares | 07/14/2017 | \$9,750.00 |
| | | 100-2100000-0000 | \$9,750.00 | |
| Invoice: 47252 | | Inv Date 06/30/2017 | Due Date 07/14/2017 | Amt: \$9,750.00 |
| 100-4094300-5800 | Per Contract | | | \$9,750.00 |
| | | | Total Distributed: | \$9,750.00 |
| 4256 | 1 | Grand Rental Station | 07/18/2017 | \$14.95 |
| | | 501-2100000-0000 | \$14.95 | |
| Invoice: 01-220223-01/80718 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$14.95 |
| 501-4012222-3310 | Stihl | | | \$14.95 |
| | | | Total Distributed: | \$14.95 |
| 4257 | 1 | Jno. S. Solenberger & Co., Inc | 07/18/2017 | \$41.07 |
| | | 501-2100000-0000 | \$41.07 | |

A/P Check Listing

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

Date From - 7/1/2017 Date To - 7/31/2017

Town of Berryville
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| Check Number | Bank | Vendor | Date | Amount |
|-------------------|------|---|---------------------|---------------------|
| Invoice: 162301 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$41.07 |
| 501-4012222-3310 | | Supplies | | \$41.07 |
| | | | Total Distributed: | \$41.07 |
| 4258 | 1 | Rappahannock Electric Cooperative | 07/18/2017 | \$5,046.66 |
| | | 100-2100000-0000 | \$5,046.66 | |
| Invoice: 9768015 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$5,046.66 |
| 100-4041320-5110 | | Street Lights | | \$5,046.66 |
| | | | Total Distributed: | \$5,046.66 |
| 4259 | 1 | VUPS | 07/18/2017 | \$87.15 |
| | | 501-2100000-0000 | \$87.15 | |
| Invoice: 06170438 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$87.15 |
| 501-4012220-3170 | | Miss Utility Tickets | | \$87.15 |
| | | | Total Distributed: | \$87.15 |
| 4260 | 1 | Virginia Resources Authority | 07/18/2017 | \$235,000.00 |
| | | 502-2100000-0000 | \$235,000.00 | |
| Invoice: 12075 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$235,000.00 |
| 502-4095000-9118 | | Semi Annual Payment Project C-515420-02 | | \$235,000.00 |
| | | | Total Distributed: | \$235,000.00 |
| 4261 | 1 | BRANCHSERV | 07/18/2017 | \$590.73 |
| | | 100-2100000-0000 | \$590.73 | |
| Invoice: S1393567 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$590.73 |
| 100-4012530-3320 | | Drive Thru maintenance contract | | \$590.73 |
| | | | Total Distributed: | \$590.73 |
| 4262 | 1 | Lincoln Financial Group | 07/18/2017 | \$680.22 |
| | | 100-2100000-0000 | \$446.37 | |
| | | 501-2100000-0000 | \$87.30 | |
| | | 502-2100000-0000 | \$146.55 | |
| Invoice: 1520288 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$680.22 |
| 100-4012220-2220 | | STD | | \$40.78 |
| 501-4012220-2220 | | STD | | \$10.72 |
| 502-4012220-2220 | | STD | | \$18.22 |
| 100-4012220-2230 | | LTD | | \$405.59 |
| 501-4012220-2230 | | LTD | | \$76.58 |
| 502-4012220-2230 | | LTD | | \$128.33 |
| | | | Total Distributed: | \$680.22 |
| 4263 | 1 | Centric | 07/18/2017 | \$323.06 |
| | | 100-2100000-0000 | \$323.06 | |

A/P Check Listing

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

Date From - 7/1/2017 Date To - 7/31/2017

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| Check Number | Bank | Vendor | Date | Amount |
|--------------------|------------------|--|---------------------|-------------------|
| Invoice: 8747/8748 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$323.06 |
| | 100-4012530-3320 | Copier overages and maintenance | | \$155.33 |
| | 100-4031100-3320 | Copier overages and maintenance | | \$167.73 |
| | | | Total Distributed: | \$323.06 |
| 4264 | 1 | Michelle M. Jones | 07/18/2017 | \$682.50 |
| | | 100-2100000-0000 | \$682.50 | |
| Invoice: 6302017 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$682.50 |
| | 100-4012210-3150 | Town Prosecutions | | \$682.50 |
| | | | Total Distributed: | \$682.50 |
| 4265 | 1 | Southern Software, Inc. | 07/18/2017 | \$950.00 |
| | | 100-2100000-0000 | \$950.00 | |
| Invoice: 238558 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$950.00 |
| | 100-4012410-3130 | Real Estate Tax Conversion | | \$950.00 |
| | | | Total Distributed: | \$950.00 |
| 4266 | 1 | Hall, Monahan, Engle, Mahan & Mitchell | 07/18/2017 | \$540.00 |
| | | 100-2100000-0000 | \$540.00 | |
| Invoice: 7-6-2017 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$540.00 |
| | 100-4012210-3150 | Legal Services for May & June | | \$540.00 |
| | | | Total Distributed: | \$540.00 |
| 4267 | 1 | Treasurer of Frederick County | 07/18/2017 | \$6,044.58 |
| | | 100-2100000-0000 | \$3,147.66 | |
| | | 502-2100000-0000 | \$2,896.92 | |
| Invoice: 1510/2985 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$6,044.58 |
| | 100-4042400-3800 | Residential Disposal | | \$3,147.66 |
| | 502-4012222-3210 | WWTP Solids Disposal | | \$2,896.92 |
| | | | Total Distributed: | \$6,044.58 |
| 4268 | 1 | Skyline Regional CJA | 07/18/2017 | \$5,148.00 |
| | | 100-2100000-0000 | \$5,148.00 | |
| Invoice: 20170001 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$5,148.00 |
| | 100-4031100-5540 | Member Dues | | \$5,148.00 |
| | | | Total Distributed: | \$5,148.00 |
| 4269 | 1 | Anderson's Nursery | 07/18/2017 | \$1,330.00 |
| | | 100-2100000-0000 | \$550.00 | |
| | | 502-2100000-0000 | \$780.00 | |
| Invoice: 4773 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$1,330.00 |
| | 100-4043200-3325 | Mowing | | \$550.00 |
| | 502-4012222-3310 | Mowing | | \$780.00 |

A/P Check Listing

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

Date From - 7/1/2017 Date To - 7/31/2017

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| Check Number | Bank | Vendor | Date | Amount |
|-------------------|------|--|---------------------------|--------------------|
| | | | Total Distributed: | \$1,330.00 |
| 4270 | 1 | Instrulogic Corporation | 07/18/2017 | \$2,980.00 |
| | | 501-2100000-0000 | \$2,980.00 | |
| Invoice: 15560 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$2,980.00 |
| 501-4012222-3145 | | SCADA Programming | \$2,980.00 | |
| | | | Total Distributed: | \$2,980.00 |
| 4271 | 1 | Virginia Municipal League | 07/18/2017 | \$2,412.00 |
| | | 100-2100000-0000 | \$2,412.00 | |
| Invoice: BERVIL01 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$2,412.00 |
| 100-4011100-5810 | | Annual Dues | \$2,412.00 | |
| | | | Total Distributed: | \$2,412.00 |
| 4272 | 1 | VML Insurance Programs | 07/18/2017 | \$75,271.00 |
| | | 100-2100000-0000 | \$65,499.00 | |
| | | 501-2100000-0000 | \$4,204.00 | |
| | | 502-2100000-0000 | \$5,568.00 | |
| Invoice: 103 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$75,271.00 |
| 100-4012550-5305 | | Auto Liability & Property Damage | \$8,008.00 | |
| 100-4012550-5304 | | General and Excess Liability | \$9,105.00 | |
| 100-4012550-5308 | | Public Officials and Law Enf Liability | \$6,837.00 | |
| 100-4012550-5308 | | Property & No Fault Prop & Boiler | \$20,332.00 | |
| 100-4012410-5306 | | Crime | \$222.00 | |
| 100-4012220-2250 | | LODA | \$4,180.00 | |
| 100-4012220-2700 | | GF Workers Comp | \$16,815.00 | |
| 501-4012220-2700 | | WF Workers Comp | \$4,204.00 | |
| 502-4012220-2700 | | SF Workers Comp | \$5,568.00 | |
| | | | Total Distributed: | \$75,271.00 |
| 4273 | 1 | Virasec, LLC | 07/18/2017 | \$1,930.58 |
| | | 100-2100000-0000 | \$1,930.58 | |
| Invoice: 9037 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$1,930.58 |
| 100-4012530-3320 | | Monthly Maint | \$1,327.41 | |
| 100-4031100-3320 | | Monthly Maint PD | \$300.17 | |
| 100-4012530-6001 | | Hardware | \$303.00 | |
| | | | Total Distributed: | \$1,930.58 |
| 4274 | 1 | Treas Association of Virginia | 07/18/2017 | \$175.00 |
| | | 100-2100000-0000 | \$175.00 | |
| Invoice: 17/18 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$175.00 |
| 100-4012410-5540 | | Annual Dues and Legal Support Fee | \$175.00 | |
| | | | Total Distributed: | \$175.00 |

A/P Check Listing

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

Date From - 7/1/2017 Date To - 7/31/2017

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| Check Number | Bank | Vendor | Date | Amount |
|--------------------|------|-----------------------------------|---------------------------|---------------------|
| 4275 | 1 | Nationwide Retirement Solutions | 07/18/2017 | \$680.00 |
| | | 100-2100000-0000 | \$470.00 | |
| | | 501-2100000-0000 | \$97.50 | |
| | | 502-2100000-0000 | \$112.50 | |
| Invoice: 7-15-2017 | | Inv Date 07/17/2017 | Due Date 07/18/2017 | Amt: \$680.00 |
| | | 100-2115000-0000 | NRS 457 Withheld | \$470.00 |
| | | 501-2115000-0000 | NRS 457 Withheld | \$97.50 |
| | | 502-2115000-0000 | NRS 457 Withheld | \$112.50 |
| | | | Total Distributed: | \$680.00 |
| 4276 | 1 | USPS | 07/24/2017 | \$100.00 |
| | | 100-2100000-0000 | \$100.00 | |
| Invoice: 711141 | | Inv Date 07/20/2017 | Due Date 07/24/2017 | Amt: \$100.00 |
| | | 100-4012530-5210 | On postage due account | \$100.00 |
| | | | Total Distributed: | \$100.00 |
| 4277 | 1 | ZENON ENVIRONMENTAL CORPORATION | 07/24/2017 | \$1,525.00 |
| | | 502-2100000-0000 | \$1,525.00 | |
| Invoice: 98859259 | | Inv Date 07/20/2017 | Due Date 07/24/2017 | Amt: \$1,525.00 |
| | | 502-4012222-3145 | Maintenance contract | \$1,525.00 |
| | | | Total Distributed: | \$1,525.00 |
| 4278 | 1 | Rappahannock Electric Cooperative | 07/24/2017 | \$8,875.40 |
| | | 502-2100000-0000 | \$8,691.75 | |
| | | 100-2100000-0000 | \$183.65 | |
| Invoice: 72017 | | Inv Date 07/24/2017 | Due Date 07/24/2017 | Amt: \$8,875.40 |
| | | 100-4041320-5110 | Electricity | \$183.65 |
| | | 502-4012222-5110 | Electricity | \$8,691.75 |
| | | | Total Distributed: | \$8,875.40 |
| 4279 | 1 | The Power Connection, Inc. | 07/24/2017 | \$497.50 |
| | | 501-2100000-0000 | \$497.50 | |
| Invoice: WO-2799 | | Inv Date 07/20/2017 | Due Date 07/24/2017 | Amt: \$497.50 |
| | | 501-4012222-3310 | Maintenance | \$497.50 |
| | | | Total Distributed: | \$497.50 |
| 4280 | 1 | James River Equipment | 07/24/2017 | \$106,080.00 |
| | | 501-2100000-0000 | \$26,520.00 | |
| | | 100-2100000-0000 | \$53,040.00 | |
| | | 502-2100000-0000 | \$26,520.00 | |
| Invoice: 13286 | | Inv Date 07/24/2017 | Due Date 07/24/2017 | Amt: \$106,080.00 |
| | | 100-4041250-8801 | JD Backhoe NJPA C ontract | 16625 \$53,040.00 |

A/P Check Listing

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

Date From - 7/1/2017 Date To - 7/31/2017

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| Check Number | Bank | Vendor | Date | Amount |
|----------------------|------|---|---------------------------|---------------------|
| 501-4094200-8904 | | JD Backhoe NJPA C ontract | 16625 | \$26,520.00 |
| 502-4094200-8904 | | JD Backhoe NJPA C ontract | 16625 | \$26,520.00 |
| | | | Total Distributed: | \$106,080.00 |
| 4281 | 1 | Minnesota Life Insurance Co. | 07/24/2017 | \$142.24 |
| | | 502-2100000-0000 | \$12.23 | |
| | | 100-2100000-0000 | \$125.34 | |
| | | 501-2100000-0000 | \$4.67 | |
| Invoice: 38759380-00 | | Inv Date 07/20/2017 | Due Date 07/24/2017 | Amt: \$142.24 |
| 100-2113000-0000 | | Optional Life Withheld | | \$125.34 |
| 501-2113000-0000 | | Optional Life Withheld | | \$4.67 |
| 502-2113000-0000 | | Optional Life Withheld | | \$12.23 |
| | | | Total Distributed: | \$142.24 |
| 4282 | 1 | Bureau for Child Support Enforcement | 07/24/2017 | \$875.00 |
| | | 501-2100000-0000 | \$218.75 | |
| | | 502-2100000-0000 | \$656.25 | |
| Invoice: 621973 | | Inv Date 07/20/2017 | Due Date 07/24/2017 | Amt: \$875.00 |
| 501-2116000-0000 | | Invoice - 621973 | | \$218.75 |
| 502-2116000-0000 | | Invoice - 621973 | | \$656.25 |
| | | | Total Distributed: | \$875.00 |
| 4283 | 1 | United States Treasury | 07/24/2017 | \$101.70 |
| | | 100-2100000-0000 | \$101.70 | |
| Invoice: 7-31-2017 | | Inv Date 07/20/2017 | Due Date 07/24/2017 | Amt: \$101.70 |
| 100-2114000-0000 | | IRS 720 Annual self-insured health plan | | \$101.70 |
| | | | Total Distributed: | \$101.70 |
| 4284 | 1 | Carroll Construction Co. | 07/24/2017 | \$483.36 |
| | | 501-2100000-0000 | \$483.36 | |
| Invoice: 1620 | | Inv Date 07/20/2017 | Due Date 07/24/2017 | Amt: \$483.36 |
| 501-4012224-3330 | | Buckmarsh St water break | | \$483.36 |
| | | | Total Distributed: | \$483.36 |
| 4285 | 1 | Nationwide Retirement Solutions | 07/24/2017 | \$680.00 |
| | | 501-2100000-0000 | \$97.50 | |
| | | 100-2100000-0000 | \$470.00 | |
| | | 502-2100000-0000 | \$112.50 | |
| Invoice: 7302017 | | Inv Date 07/20/2017 | Due Date 07/24/2017 | Amt: \$680.00 |
| 100-2115000-0000 | | NRS Withholding | | \$470.00 |
| 501-2115000-0000 | | NRS Withholding | | \$97.50 |
| 502-2115000-0000 | | NRS Withholding | | \$112.50 |
| | | | Total Distributed: | \$680.00 |

A/P Check Listing

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

Date From - 7/1/2017 Date To - 7/31/2017

Town of Berryville
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| Check Number | Bank | Vendor | Date | Amount |
|--------------------------------|------------------|--------------------------------------|---------------------|---------------------|
| 4286 | 1 | - SHERWOOD-LOGAN & ASSOC | 07/24/2017 | <u>\$5,425.00</u> |
| | | 502-2100000-0000 | \$5,425.00 | |
| Invoice: 28238 | 28265 | Inv Date 07/20/2017 | Due Date 07/24/2017 | Amt: \$5,425.00 |
| | 502-4012222-3310 | Pump Parts | | \$5,425.00 |
| | | Total Distributed: | | \$5,425.00 |
| 4287 | 1 | - Broy & Son Pump Service, Inc | 07/24/2017 | <u>\$7,093.38</u> |
| | | 501-2100000-0000 | \$7,093.38 | |
| Invoice: 16741 | | Inv Date 07/24/2017 | Due Date 07/24/2017 | Amt: \$7,093.38 |
| | 501-4012222-3310 | River pump/booster building | | \$7,093.38 |
| | | Total Distributed: | | \$7,093.38 |
| 4288 | 1 | - JAMES & ROBIN BETZ | 07/24/2017 | <u>\$473.83</u> |
| | | 100-2100000-0000 | \$473.83 | |
| Invoice: UB1836170720142903973 | | Inv Date 07/20/2017 | Due Date 07/24/2017 | Amt: \$473.83 |
| | 100-2949000-0000 | Pre-Payment Refund for 041-4127500-3 | | \$473.83 |
| | | Total Distributed: | | \$473.83 |
| 4289 | 1 | - USPS | 07/26/2017 | <u>\$749.72</u> |
| | | 501-2100000-0000 | \$187.43 | |
| | | 502-2100000-0000 | \$562.29 | |
| Invoice: 1031 | | Inv Date 07/26/2017 | Due Date 07/26/2017 | Amt: \$749.72 |
| | 501-4012220-5210 | Utility bill ppostage | | \$187.43 |
| | 502-4012220-5210 | Utility bill ppostage | | \$562.29 |
| | | Total Distributed: | | \$749.72 |
| 4290 | 1 | - Christy Dunkle | 07/26/2017 | <u>\$25.68</u> |
| | | 100-2100000-0000 | \$25.68 | |
| Invoice: 7202017 | | Inv Date 07/26/2017 | Due Date 07/26/2017 | Amt: \$25.68 |
| | 100-4081100-5510 | Mileage | | \$25.68 |
| | | Total Distributed: | | \$25.68 |
| 47 | | Checks Totaling - | | <u>\$493,900.31</u> |

Totals By Fund

| | Checks | Voids | Total |
|---------|--------------|-------|--------------|
| 100 | \$159,832.76 | | \$159,832.76 |
| 501 | \$45,367.81 | | \$45,367.81 |
| 502 | \$288,699.74 | | \$288,699.74 |
| Totals: | \$493,900.31 | | \$493,900.31 |



BERRYVILLE TOWN OF
 DESIRÉE MORELAND
 XXXX-XXXX-XXXX
 June 01, 2017 - June 30, 2017

Purchasing Card

Company Statement

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

Customer Service:
1.888.449.2273 24 Hours

TTY Hearing Impaired:
1.800.222.7365 24 Hours

Outside the U.S.:
1.509.353.6656 24 Hours

For Lost or Stolen Card:
1.888.449.2273 24 Hours | Statement Date 06/30/17
Payment Due Date 07/25/17
Days in Billing Cycle 30
Credit Limit \$500,000
Cash Limit \$0
Total Payment Due \$60,633.14 | Previous Balance \$58,348.58
Payments -\$58,348.58
Credits -\$465.97
Cash \$0.00
Purchases \$61,099.11
Other Debits \$0.00
Overlimit Fee \$0.00
Late Payment Fee \$0.00
Cash Fees \$0.00
Other Fees \$0.00
Finance Charge \$0.00
Current Balance \$60,633.14 |

Important Messages

Please do not send payment. Your automatic payment is scheduled to be credited to this account on 07/25/17.

Cardholder Activity Summary

| Account Number
Credit Limit | Credits | Cash | Purchases and
Other Debits | Total Activity |
|---|---------|------|-------------------------------|----------------|
| BOOR, RICK
XXXX-XXXX-XXXX-
15,000 | 0.00 | 0.00 | 7,778.28 | 7,778.28 |
| BOOTH, KEVIN
XXXX-XXXX-XXXX-
1,000 | 0.00 | 0.00 | 13.10 | 13.10 |

5834858 6063314 6063314 4715291201837237

Account Number: XXXX-XXXX-XXXX
 June 01, 2017 - June 30, 2017

Total Payment Due \$60,633.14
Payment Due Date 07/25/17

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

**N0019775

5499900 1 1:0005 1 20 1837237



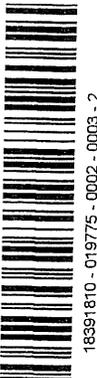
BERRYVILLE TOWN OF
 DESIRÉE MORELAND
 XXXX-XXXX-XXXX-
 June 01, 2017 - June 30, 2017

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 | 60.15 | 60.15 |
| BUSSERT, ERNIE
XXXX-XXXX-XXXX-
500 | 0.00 | 0.00 | 130.09 | 130.09 |
| DORSEY, DANIEL
XXXX-XXXX-XXXX-
500 | 0.00 | 0.00 | 221.14 | 221.14 |
| ELLIOTT, RALPH
XXXX-XXXX-XXXX-
5,000 | 0.00 | 0.00 | 411.32 | 411.32 |
| FERREBEE, DARRELL
XXXX-XXXX-XXXX-
500 | 0.00 | 0.00 | 19.08 | 19.08 |
| FIDDLER, HEATHER
XXXX-XXXX-XXXX-
15,000 | 0.00 | 0.00 | 668.61 | 668.61 |
| LICKEY, PATRICK
XXXX-XXXX-XXXX-
500 | 0.00 | 0.00 | 19.58 | 19.58 |
| LILLY, STEPHEN
XXXX-XXXX-XXXX-
500 | 0.00 | 0.00 | 248.71 | 248.71 |
| MCCORMICK, HARRY
XXXX-XXXX-XXXX-
500 | 0.00 | 0.00 | 126.43 | 126.43 |
| MORELAND, DESIREE
XXXX-XXXX-XXXX-
50,000 | 0.00 | 0.00 | 31,225.49 | 31,225.49 |
| PHILLIPS, ANN W
XXXX-XXXX-XXXX-
15,000 | 0.00 | 0.00 | 209.80 | 209.80 |
| REYNOLDS, CHARLES
XXXX-XXXX-XXXX-
500 | 0.00 | 0.00 | 106.38 | 106.38 |
| STOVER, KEITH
XXXX-XXXX-XXXX-
1,000 | 0.00 | 0.00 | 121.31 | 121.31 |
| TYRRELL, DAVE
XXXX-XXXX-XXXX-
15,000 | 0.00 | 0.00 | 13,362.61 | 13,362.61 |
| WEAVER, PAUL
XXXX-XXXX-XXXX-
500 | 0.00 | 0.00 | 29.28 | 29.28 |
| WHITE, NEAL
XXXX-XXXX-XXXX-
15,000 | 465.97 | 0.00 | 6,347.75 | 5,881.78 |

Transactions

| Posting Transaction
Date Date Description | Reference Number | MCC | Charge | Credit |
|--|---|-------------------------|--------|-----------------------|
| | | | | Total Activity |
| BERRYVILLE TOWN OF | | | | -\$58,348.58 |
| Account Number: XXXX-XXXX-XXXX- | | | | |
| 06/23 06/23 | AUTO PAYMENT DEDUCTION | 0071 | | 58,348.58 |
| BOOR, RICK | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX- | | | | 7,778.28 |
| 06/01 05/31 | IN *SELECT SPECIALTY PROD434-2963937 VA | 24692167151000517280415 | 5169 | 534.48 |
| 06/08 06/07 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977159091408000022 | 5251 | 3.90 |
| 06/09 06/08 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977160091400000092 | 5251 | 8.80 |
| 06/12 06/08 | BROY & SON PUMP SERVICE BERRYVILLE VA | 24073147160900015800012 | 1799 | 500.00 |
| 06/14 06/13 | JNO. S SOLENBERGER AND C WINCHESTER VA | 2413829716540000029132 | 5251 | 111.37 |
| 06/16 06/14 | STUART M PERRY #2 BERRYVILLE VA | 24073147166900018500076 | 1771 | 944.11 |
| 06/16 06/14 | GRIFFITH ENERGY SERVIC 410-956-3000 MD | 24258027166017024843001 | 5983 | 1,608.12 |
| 06/16 06/15 | CABINET APPLIANCE CENTER BERRYVILLE VA | 24247607166300521726702 | 5722 | 599.00 |



18391810 - 019775 - 0002 - 0003 - 2

Transactions

| Posting Transaction | | | | | | |
|--------------------------------|-------|---|-------------------------|------|----------|-----------------------|
| Date | Date | Description | Reference Number | MCC | Charge | Credit |
| 06/16 | 06/15 | JNO. S SOLENBERGER AND C WINCHESTER VA | 24138297167400000045565 | 5251 | 238.86 | |
| 06/19 | 06/15 | SHENANDOAH SAND 540-6671660 VA | 24073147167900017500225 | 5211 | 952.00 | |
| 06/19 | 06/16 | BROY & SON PUMP SERVICE BERRYVILLE VA | 24073147169900016400011 | 1799 | 400.00 | |
| 06/20 | 06/19 | UNITED RENTALS 11141 770-964-6699 GA | 24445007171000720802942 | 7394 | 1,525.00 | |
| 06/21 | 06/19 | johnny blue, inc. 540-665-0968 VA | 24828247171030032873355 | 7394 | 82.00 | |
| 06/23 | 06/22 | LOWES #02724* WINCHESTER VA | 24692167173100397694174 | 5200 | 108.00 | |
| 06/29 | 06/28 | BROY & SON PUMP SERVICE BERRYVILLE VA | 24073147179900017200012 | 1799 | 100.00 | |
| 06/30 | 06/29 | MARTINS 6283 WINCHESTER VA | 24692167180100811655596 | 5411 | 62.64 | |
| BOOTH, KEVIN | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX | | | | | | 13.10 |
| 06/05 | 06/01 | EXXONMOBIL 47851688 BERRYVILLE VA | 24164057153837007665948 | 5541 | 2.62 | |
| 06/15 | 06/13 | EXXONMOBIL 47851688 BERRYVILLE VA | 24164057165837006903155 | 5541 | 2.62 | |
| 06/21 | 06/19 | EXXONMOBIL 47851688 BERRYVILLE VA | 24164057171837006811210 | 5541 | 5.24 | |
| 06/22 | 06/20 | EXXONMOBIL 47851688 BERRYVILLE VA | 24164057172837006901093 | 5541 | 2.62 | |
| BRISTOL, TIM | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX | | | | | | 60.15 |
| 06/15 | 06/13 | HOLIDAY INN EXPRESS SOUT FREDERICKSBURVA
Arrival: 06/12/17 | 24431067165708429261388 | 3501 | 55.15 | |
| 06/26 | 06/23 | FESTIVAL DRY CLEANERS BERRYVILLE VA | 24603167176030095607084 | 7216 | 5.00 | |
| BUSSERT, ERNIE | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX | | | | | | 130.09 |
| 06/12 | 06/09 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977161091402000198 | 5251 | 34.08 | |
| 06/20 | 06/19 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977171091402000238 | 5251 | 49.95 | |
| 06/21 | 06/20 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977172091403000038 | 5251 | 29.92 | |
| 06/22 | 06/21 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977173091405000076 | 5251 | 16.14 | |
| DORSEY, DANIEL | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX | | | | | | 221.14 |
| 06/07 | 06/06 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977158091406000330 | 5251 | 97.51 | |
| 06/08 | 06/07 | DEPARTMENT OF PROFESSIONARICHMOND VA | 24755427158261581051083 | 9399 | 100.00 | |
| 06/26 | 06/23 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977175091409000542 | 5251 | 23.63 | |
| ELLIOTT, RALPH | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX | | | | | | 411.32 |
| 06/01 | 05/31 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977152091405000493 | 5251 | 6.32 | |
| 06/01 | 05/31 | JNO. S SOLENBERGER AND C WINCHESTER VA | 24138297152400009964284 | 5251 | 3.96 | |
| 06/23 | 06/22 | LOWES #02724* WINCHESTER VA | 24692167173100298619999 | 5200 | 4.62 | |
| 06/23 | 06/22 | LOWES #02724* WINCHESTER VA | 24692167173100298620039 | 5200 | 279.32 | |
| 06/23 | 06/22 | HELENA CHEM CO 34202 WINCHESTER VA | 24755427174131748245169 | 5169 | 117.10 | |
| FERREBEE, DARRELL | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX | | | | | | 19.08 |
| 06/02 | 05/31 | BERRYVILLE AUTO PARTS INCBERRYVILLE VA | 24767897152008800440803 | 5533 | 4.39 | |
| 06/14 | 06/13 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977165091400000378 | 5251 | 14.69 | |
| FIDDLER, HEATHER | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX | | | | | | 668.61 |
| 06/05 | 06/03 | Amazon web services aws.amazon.coWA | 24692167154000453558748 | 7399 | 0.62 | |
| 06/07 | 06/06 | HALLIDAY PRODUCTS ORLANDO FL | 24445007157300422897820 | 5099 | 360.00 | |
| 06/07 | 06/06 | HALLIDAY PRODUCTS 407-298-4470 FL | 24445007157300422897903 | 5099 | 26.64 | |
| 06/14 | 06/13 | USPS PO 5107560300 BERRYVILLE VA | 24445007165000753028108 | 9402 | 245.00 | |
| 06/26 | 06/23 | USPS PO 5107560300 BERRYVILLE VA | 24445007175000793803906 | 9402 | 28.45 | |
| 06/30 | 06/28 | DOLLAR-GENERAL #0394 BERRYVILLE VA | 24445007180100233523610 | 5331 | 7.90 | |
| LICKEY, PATRICK | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX | | | | | | 19.58 |
| 06/21 | 06/20 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977172091403000178 | 5251 | 19.58 | |
| LILLY, STEPHEN | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX | | | | | | 248.71 |
| 06/15 | 06/14 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977166091402000052 | 5251 | 19.36 | |
| 06/19 | 06/16 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977168091406000148 | 5251 | 126.37 | |
| 06/21 | 06/20 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977172091403000210 | 5251 | 3.52 | |
| 06/26 | 06/23 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977175091409000062 | 5251 | 18.60 | |
| 06/26 | 06/24 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977176091401000192 | 5251 | 9.60 | |
| 06/29 | 06/28 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977180091409000198 | 5251 | 71.26 | |
| MCCORMICK, HARRY | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX | | | | | | 126.43 |
| 06/19 | 06/16 | SNS EAST -2871 BERRYVILLE VA | 24427337167720043747859 | 5411 | 27.98 | |
| 06/19 | 06/17 | EXXONMOBIL 47851688 BERRYVILLE VA | 24164057169378007037848 | 5542 | 46.09 | |
| 06/19 | 06/18 | FAMILY DOLLAR #3110 BERRYVILLE VA | 24231687170837000042337 | 5331 | 19.74 | |
| 06/20 | 06/17 | BERRYVILLE AUTO PARTS INCBERRYVILLE VA | 24767897170114300924466 | 5533 | 32.62 | |

| Transactions | | | | | | | |
|--|-------|--|-------------------------|------|-----------|--------|-----------------------|
| <i>Posting Transaction</i> | | | | | | | |
| Date | Date | Description | Reference Number | MCC | Charge | Credit | |
| MORELAND, DESIRÉE | | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX- | | | | | | | 31,225.49 |
| 06/09 | 05/30 | COYNE CHEMICAL 215-785-3000 PA | 24224437160101031055987 | 5169 | 653.04 | | |
| 06/09 | 06/08 | COYNE CHEMICAL 215-785-3000 PA | 24224437160101031056001 | 5169 | 3,196.67 | | |
| 06/09 | 06/08 | COYNE CHEMICAL 215-785-3000 PA | 24224437160101031056035 | 5169 | 331.00 | | |
| 06/14 | 06/13 | JAMAR TECHNOLOGIES INC 215-3612244 PA | 24512397164900011900051 | 5046 | 3,228.00 | | |
| 06/14 | 06/12 | TelRite Corporation COVINGTON GA | 24393497164003517030309 | 4814 | 12.53 | | |
| 06/14 | 06/13 | REPUBLIC SERVICES TRASH 866-576-5548 AZ | 24431057164083754450911 | 4900 | 19,567.54 | | |
| 06/14 | 06/13 | REPUBLIC SERVICES TRASH 866-576-5548 AZ | 24431057164083709994211 | 4900 | 100.00 | | |
| 06/14 | 06/13 | REPUBLIC SERVICES TRASH 866-576-5548 AZ | 24431057164083712292488 | 4900 | 2,445.78 | | |
| 06/14 | 06/14 | VZWRLSS*MY VZ VB P 800-922-0204 FL | 24692167165100075788439 | 4814 | 709.40 | | |
| 06/14 | 06/13 | VA DMV ONLINE BILLING PAY804-3670595 VA | 24755427165121656988901 | 9399 | 260.00 | | |
| 06/16 | 06/15 | VERIZON*ONETIMEPAYMENT 800-VERIZON FL | 24692167166100850485309 | 4899 | 143.40 | | |
| 06/16 | 06/15 | VERIZON*ONETIMEPAYMENT 800-VERIZON FL | 24692167166100850485317 | 4899 | 341.36 | | |
| 06/16 | 06/15 | VERIZON*ONETIMEPAYMENT 800-VERIZON FL | 24692167166100850485325 | 4899 | 170.78 | | |
| 06/23 | 06/22 | DULLES GREENWAY QPS STERLING VA | 24391227173091722001258 | 4784 | 6.50 | | |
| 06/23 | 06/23 | CHEESECAKE DULLES DULLES VA | 24431067174400496000126 | 5812 | 59.49 | | |
| PHILLIPS, ANN W | | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX | | | | | | | 209.80 |
| 06/16 | 06/15 | DNH*GODADDY.COM 480-5058855 AZ | 24906417166040736385847 | 4816 | 149.99 | | |
| 06/16 | 06/15 | STAPLS7178137688000001 877-8267755 NJ | 24164077166105147132671 | 5111 | 38.82 | | |
| 06/29 | 06/28 | VISTAPR*VistaPrint.com 866-8936743 MA | 24692167179100187270973 | 2741 | 20.99 | | |
| REYNOLDS, CHARLES | | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX- | | | | | | | 106.38 |
| 06/07 | 06/06 | BIG DADDY AUTOMOTIVE LLC BERRYVILLE VA | 24247607157300502948565 | 7538 | 16.00 | | |
| 06/07 | 06/06 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977158091406000017 | 5251 | 23.50 | | |
| 06/22 | 06/20 | EXXONMOBIL 47851688 BERRYVILLE VA | 24164057172837006903362 | 5541 | 2.62 | | |
| 06/23 | 06/22 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977174091407000289 | 5251 | 20.57 | | |
| 06/30 | 06/29 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977181091401000559 | 5251 | 43.69 | | |
| STOVER, KEITH | | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX- | | | | | | | 121.31 |
| 06/06 | 06/05 | FISHER AUTO PARTS 009 BERRYVILLE VA | 24431067157200824400092 | 5533 | 61.53 | | |
| 06/08 | 06/07 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977159091408000089 | 5251 | 14.67 | | |
| 06/16 | 06/15 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977167091404000034 | 5251 | 5.43 | | |
| 06/19 | 06/16 | BERRYVILLE AUTO PARTS INCBERRYVILLE VA | 24767897169109000563831 | 5533 | 15.20 | | |
| 06/20 | 06/19 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977171091402000105 | 5251 | 9.79 | | |
| 06/23 | 06/22 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977174091407000024 | 5251 | 14.69 | | |
| TYRRELL, DAVE | | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX- | | | | | | | 13,362.61 |
| 06/02 | 06/01 | COMMONWEALTH OF VA DEPT ORICHMOND VA | 24755427153121534875639 | 9399 | 1,552.44 | | |
| 06/06 | 06/05 | SUNBELT RENTALS INC PCG 803-5785072 SC | 24301337156118000166128 | 7394 | 8.61 | | |
| 06/06 | 06/05 | SUNBELT RENTALS INC PCG 803-5785072 SC | 24301337156118000166144 | 7394 | 574.06 | | |
| 06/06 | 06/05 | ZENON ENVIROMENTAL 215-953-5736 CA | 24387757156004016113930 | 5169 | 131.05 | | |
| 06/07 | 06/05 | MCMaster-CARR 630-834-9600 IL | 24789307157039500085035 | 5085 | 174.46 | | |
| 06/07 | 06/06 | IN *CONSOLIDATED ELECTRIC540-6625994 VA | 24692167157000474189033 | 1731 | 480.00 | | |
| 06/07 | 06/06 | SHERWOOD-LOGAN & ASSOCIA 410-841-6810 MD | 24435657157206649800055 | 5251 | 302.00 | | |
| 06/07 | 06/06 | JOINER MICRO LABORATORIE 540-347-7212 VA | 24435657158200389500016 | 7399 | 2,480.00 | | |
| 06/08 | 06/06 | GERALD TAYLOR CO INC 301-5822800 MD | 24142027158900014500048 | 0780 | 665.00 | | |
| 06/14 | 06/13 | Amazon.com AMZN.COM/BILLWA | 24692167164100799132568 | 5942 | 118.92 | | |
| 06/14 | 06/14 | Amazon.com AMZN.COM/BILLWA | 24692167165100904540977 | 5942 | 104.53 | | |
| 06/15 | 06/13 | MCMaster-CARR 630-834-9600 IL | 24789307165089100054337 | 5085 | 165.56 | | |
| 06/15 | 06/15 | AMAZON MKTPLACE PMTS AMZN.COM/BILLWA | 24692167166100628895292 | 5942 | 39.90 | | |
| 06/16 | 06/15 | USA BLUE BOOK 800-548-1234 IL | 24326847166636000070427 | 5085 | 2,779.08 | | |
| 06/16 | 06/16 | Claim ADJ/USA BLUE BOOK | 24024417167887166000031 | 5085 | 181.01 | | |
| 06/20 | 06/14 | COYNE CHEMICAL 215-785-3000 PA | 24224437171101029327098 | 5169 | 653.04 | | |
| 06/20 | 06/19 | COYNE CHEMICAL 215-785-3000 PA | 24224437171101029327189 | 5169 | 915.00 | | |
| 06/20 | 06/14 | COYNE CHEMICAL 215-785-3000 PA | 24224437171101029327106 | 5169 | 331.00 | | |
| 06/20 | 06/19 | COYNE CHEMICAL 215-785-3000 PA | 24224437171101029327205 | 5169 | 653.04 | | |
| 06/22 | 06/21 | Amazon.com AMZN.COM/BILLWA | 24692167172100651793309 | 5942 | 409.99 | | |
| 06/23 | 06/22 | ATCO MANUFACTURING COMPAN770-4247550 GA | 24275397173900019018761 | 2842 | 235.50 | | |
| 06/26 | 06/22 | BERRYVILLE AUTO PARTS INCBERRYVILLE VA | 24767897174145100546170 | 5533 | 35.90 | | |
| 06/26 | 06/24 | ROBERTS OXYGEN CO BR 00 800-6263433 MD | 24755427176641762473404 | 5085 | 28.15 | | |
| 06/27 | 06/26 | COMMONWEALTH OF VA DEPT O804-7860447 VA | 24755427178121783233242 | 9399 | 344.37 | | |
| WEAVER, PAUL | | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX- | | | | | | | 29.28 |
| 06/15 | 06/14 | BERRYVILLE TRUE VALUE BERRYVILLE VA | 24801977166091402000078 | 5251 | 29.28 | | |
| WHITE, NEAL | | | | | | | Total Activity |
| Account Number: XXXX-XXXX-XXXX- | | | | | | | 5,881.78 |



18391810 - 019775 - 0003 - 0003 - 2

Transactions

| Posting Transaction | | | | | | |
|---------------------|-------|---|-------------------------|------|----------|--------|
| Date | Date | Description | Reference Number | MCC | Charge | Credit |
| 06/01 | 05/30 | BERRYVILLE AUTO PARTS INC800-4498012 VA | 24767897151002600509876 | 5533 | 143.10 | |
| 06/01 | 05/30 | BERRYVILLE AUTO PARTS INCBERRYVILLE VA | 74767897151002600509863 | 5533 | | 465.97 |
| 06/02 | 06/02 | TI *TASER INTL 480-905-2000 AZ | 24692167153000382372287 | 5099 | 2,313.00 | |
| 06/07 | 06/05 | MALLOY FORD 540-6674434 VA | 24073147157900018500127 | 5511 | 1,694.30 | |
| 06/09 | 06/09 | GALLS 859-266-7227 KY | 24435657160801028815123 | 5964 | 573.65 | |
| 06/12 | 06/09 | COMMERCIAL PRESS INC. 5408693496 VA | 24801977160608061362121 | 2741 | 116.65 | |
| 06/12 | 06/09 | TELTRONIC-BELTSVILLE 301-468-6500 MD | 24323007160207893700031 | 5065 | 362.00 | |
| 06/12 | 06/09 | EMBLEM ENTERPRISES INC 800-444-5561 CA | 24323037161286983500051 | 5999 | 369.96 | |
| 06/13 | 06/12 | V.P.C.F. 804-285-8227 VA | 24431057164206000035547 | 8398 | 175.00 | |
| 06/19 | 06/15 | BERRYVILLE AUTO PARTS INC800-4498012 VA | 24767897167101600754136 | 5533 | 362.31 | |
| 06/22 | 06/20 | BERRYVILLE AUTO PARTS INCBERRYVILLE VA | 24767897172132400581398 | 5533 | 1.57 | |
| 06/22 | 06/20 | BERRYVILLE AUTO PARTS INCBERRYVILLE VA | 24767897172132400581406 | 5533 | 12.00 | |
| 06/26 | 06/23 | USPS PO 5107560300 BERRYVILLE VA | 24445007175000793603926 | 9402 | 22.11 | |
| 06/28 | 06/28 | GALLS 859-266-7227 KY | 24435657179801029224282 | 5964 | 202.10 | |

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.

Attachment 6



Berryville Police Department

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

policeadmin@berryvilleva.gov

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

W. Neal White – Chief of Police

Police and Security Report

| | Year To Date | July | June |
|-----------------------------------|--------------|------------|------------|
| Month: July | 2017 | 2017 | 2017 |
| Year: 2017 | | | |
| <u>Complaints Answered</u> | | | |
| 911 Hang Up: | 28 | 5 | 3 |
| Alarms: | 77 | 14 | 11 |
| Animal Complaint: | 72 | 12 | 12 |
| Assault and Battery: | 5 | 1 | 2 |
| Assist County: | 20 | 6 | 4 |
| Auto Larceny: | 0 | 0 | 0 |
| Burglary: | 5 | 0 | 0 |
| Civil Complaints: | 41 | 9 | 6 |
| Disturbance (Non Violent): | 18 | 2 | 4 |
| Domestic Disturbance: | 20 | 4 | 5 |
| Drunk In Public: | 5 | 1 | 1 |
| Forgery & Uttering: | 0 | 0 | 0 |
| Fraud: | 26 | 2 | 4 |
| Grand Larceny: | 5 | 1 | 1 |
| Harassment/Intimidation: | 15 | 1 | 2 |
| Homicide: | 0 | 0 | 0 |
| Juvenile Related: | 20 | 2 | 6 |
| Noise: | 28 | 3 | 4 |
| Petty Larceny: | 15 | 4 | 1 |
| Public Service: | 23 | 5 | 1 |
| Rape: | 0 | 0 | 0 |
| Robbery: | 0 | 0 | 0 |
| Runaway: | 1 | 1 | 0 |
| Shoplifting: | 1 | 0 | 0 |
| Suspicious Activity: | 117 | 24 | 23 |
| Trespassing: | 4 | 0 | 3 |
| Vandalism: | 21 | 5 | 4 |
| Welfare Check: | 78 | 5 | 15 |
| Miscellaneous Complaints: | 240 | 40 | 42 |
| Total Complaints Answered: | 885 | 147 | 154 |



Berryville Police Department

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

policeadmin@berryvilleva.gov

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

W. Neal White – Chief of Police

Police and Security Report (Continued)

| | Year To Date
2017 | July
2017 | June
2017 |
|--|----------------------|--------------|--------------|
| <u>Traffic</u> | | | |
| Accidents Investigated: | 41 | 7 | 6 |
| Assist Motorist: | 29 | 3 | 5 |
| Child Safety Seat Install: | 19 | 1 | 15 |
| Funeral Escort: | 26 | 3 | 4 |
| Hit & Run: | 5 | 0 | 0 |
| Parking Tickets: | 102 | 6 | 4 |
| Traffic Warnings: | 186 | 31 | 46 |
| <u>Traffic Summons Issued</u> | | | |
| Defective Equipment: | 1 | 0 | 0 |
| Driving Suspended: | 2 | 0 | 0 |
| Expired Inspection: | 24 | 1 | 5 |
| Expired Registration: | 3 | 0 | 0 |
| Fail to Obey Highway Sign: | 57 | 6 | 4 |
| Fail to Obey Traffic Signals: | 4 | 0 | 1 |
| Fail to Stop/Lights & Siren: | 0 | 0 | 0 |
| Fail to Yield Right of Way: | 2 | 0 | 0 |
| Hit and Run: | 0 | 0 | 0 |
| No Liability Insurance: | 0 | 0 | 0 |
| No Operator's License: | 8 | 2 | 1 |
| No Seat Belt: | 1 | 0 | 0 |
| Reckless Driving: | 10 | 2 | 2 |
| Speeding: | 173 | 41 | 36 |
| Miscellaneous Summons: | 19 | 6 | 2 |
| Total Traffic Summons Issued: | 304 | 58 | 51 |
| <u>Found Open at Businesses in Town</u> | | | |
| Doors: | 17 | 5 | 1 |
| Windows: | 0 | 0 | 0 |
| Garage Doors: | 0 | 0 | 0 |



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W. Neal White – Chief of Police

Police and Security Report (Continued)

| | Year To Date | July | June |
|--|--------------|----------|-----------|
| | 2017 | 2017 | 2017 |
| <u>Criminal Arrests Made</u> | | | |
| Abduction: | 1 | 0 | 1 |
| Arson: | 0 | 0 | 0 |
| Assault and Battery: | 4 | 1 | 1 |
| Assault and Battery on Police Officer: | 0 | 0 | 0 |
| Auto Larceny: | 0 | 0 | 0 |
| Breaking and Entering: | 0 | 0 | 0 |
| Capias: | 1 | 0 | 0 |
| Disorderly Conduct: | 0 | 0 | 0 |
| Driving While Intoxicated: | 4 | 0 | 1 |
| Drunk In Public: | 5 | 1 | 1 |
| Fail to Obey Police Officer: | 0 | 0 | 0 |
| Fail to Pay Parking Ticket: | 9 | 2 | 7 |
| Forgery: | 0 | 0 | 0 |
| Fraud: | 1 | 1 | 0 |
| Grand Larceny: | 0 | 0 | 0 |
| Homicide: | 0 | 0 | 0 |
| Illegal Drugs/Paraphernalia: | 7 | 0 | 1 |
| Petty Larceny: | 0 | 0 | 0 |
| Possess Alcohol Underage: | 0 | 0 | 0 |
| Protective Order Violations: | 2 | 0 | 0 |
| Rape: | 0 | 0 | 0 |
| Resisting Arrest: | 0 | 0 | 0 |
| Robbery: | 0 | 0 | 0 |
| Shoplifting: | 1 | 0 | 0 |
| Trespassing: | 0 | 0 | 0 |
| Vandalism: | 1 | 0 | 1 |
| Weapons Violation: | 0 | 0 | 0 |
| Miscellaneous Criminal Arrests: | 19 | 4 | 10 |
| Juvenile Arrest Total: | | | |
| Total Criminal Arrests: | 55 | 9 | 23 |

Attachment 7

Memo

To: Town Council
From: David Tyrrell
Date: August 2, 2017
Re: July 2017 Operations Report

The water treatment plant is in compliance for July 2017 with its monthly parameters. We sent a total of 10.919 MG water to the system with a daily average production of 0.432 MGD and a daily max of 0.651 MG. We are back to running one day each weekend to maintain water supply during the summer months. We had not been running weekends to allow staff to complete other work on weekends.

We are still in the process of finding additional testing sites for lead and copper. More than 40 letters were sent to residents in older portions of Town looking for 20 people interested in assisting with the lead and copper sampling. This is the only test we run required to come from a customer's tap and to be collected by the customer. We are currently up to 11 people willing to assist.

The pH probe for the finished water failed and needed to be replaced. The new unit is installed, calibrated and working well.

We have flushed all of the cul-de-sacs in the Battlefield Estates subdivision. We will continue to flush other areas in the coming weeks and will keep you informed of the progress each month.

Contracts for tank painting have been finalized and signed. Suez – Utility Service is currently working to get us in the schedule to start our work. Tank painting is expected to start in late September early October on the South East tank.

Our Backwash lagoons are scheduled for cleaning in August and we will be cleaning the presedimentation basins the week before.

Drought Conditions: Water levels in the Shenandoah River have been below the historical averages for most of July but end of month rains have helped increase river levels. Ground water levels continue to be low and are still of concern. There are no concerns for the Town water supply at this time.

The wastewater plant is in compliance with its discharge permit for July per data received to date.. We have treated a total of 10.80 MG with a daily average of 0.35 MGD and a daily max of 1.46 MG.

Rains again heavily affected flows the end of July with our receiving a flow rate in the early morning hours of the 29th of 2300 gpm. Flows this time of day are normally around 100 to 110 gpm. Flows coming into the facility were at a higher hydraulic loading than our pumps could move for several hours causing a couple of manholes at the WWTP to surcharge. A Report has been submitted to DEQ. This rain event also caused some minor flooding of our wastewater facility with Dog run overflowing the access road in two places. It was not enough to limit facility access but put several inches of water over the access road.

Work continues on permeate pump repairs as we are waiting for the last needed parts to arrive. We are also still waiting on repair parts for drum screen #1.

The VFD for internal recycle pump #1 started failing due to an over temp alarm on the VFD itself. One of the small sausage fans inside the unit had failed. We were able to finally locate a source of replacement parts and ordered several; of the fans to keep in storage. In the past we have been unable to find replacements and had scavenged in stock units for the part. We ordered enough to replace each of those units and have some on the shelf.

We believe we had a power surge which hit our effluent pumping station fairly hard. The possible surge interrupted all communication with system PLC's and took one of our effluent pumps out of service. With a little work we were able to reestablish all communications and return all equipment to service. One of our effluent wet well sensors was damaged by this event but we had a replacement in stock and was able to get the station back into full operation within 24 hours of the event. A replacement for the spare is on order. All back up control systems worked perfectly.

The turbidity meter on Membrane Train #4 was giving us false high readings for a few weeks. We were able to correct the problem. The Turbidity meter on train #3 was also giving us an unknown alarm condition. We were able to finally reset the problem. We believe the issue was a flash drive read error.

Attached for review is the DMR data report for the wastewater plant with data received to date, a copy of the report for the membrane performance from GE, and the water plant page 1 operations report for VDH.

FLOWS AND CHEMICAL DOSAGES

JULY 2017

No. Connections Served: 1660
Population Served: 4185

| DATE | Raw Water Treated MGD | Finished Water Produced MGD | Finished Water Delivered MGD | Hours in Service | Raw Water Chemicals | | | | | | | | | | Finished Water Chemicals | | | | | | | |
|---------|-----------------------|-----------------------------|------------------------------|------------------|---------------------|-------|-------------|---------|-------------|-------|-------------|-------|-------------|---------|--------------------------|---------|-------------|---------|-------------|-------|----------------|-------|
| | | | | | Alum | | Carbon | | Chlorine | | Fluoride | | Polymer | | KMnO4 | | Soda Ash | | Chlorine | | Corr Inhibitor | |
| | | | | | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L | Lbs per Day | mg/L |
| 1 | 0.277 | | 0.248 | 8.8 | 30 | 13.2 | 2 | 0.9 | | | 3.4 | 1.47 | 0.042 | 0.018 | 4 | 1.5 | | | 8.8 | 3.8 | | |
| 2 | 0.259 | | 0.229 | 7.5 | 25 | 11.7 | 2 | 0.9 | | | 3.4 | 1.57 | 0.042 | 0.019 | | 0.0 | | | 8.1 | 3.8 | | |
| 3 | 0.251 | | 0.217 | 7.8 | 30 | 14.5 | 2 | 0.8 | | | 3.4 | 1.62 | 0.040 | 0.019 | 3.4 | 1.6 | | | 8.4 | 4.0 | | |
| 4 | 0.206 | | 0.187 | 5.5 | 15 | 8.9 | 1 | 0.7 | | | 3.7 | 2.14 | 0.026 | 0.015 | 2.4 | 1.4 | | | 6.0 | 3.5 | | |
| 5 | 0.513 | | 0.463 | 15.0 | 56 | 13.0 | 4 | 0.9 | | | 3.4 | 0.79 | 0.101 | 0.024 | 6.6 | 1.5 | | | 16.3 | 3.8 | | |
| 6 | 0.58 | | 0.520 | 17.5 | 51 | 10.5 | 4 | 0.8 | | | 6.6 | 1.36 | 0.093 | 0.019 | 7.6 | 1.6 | | | 19.0 | 3.9 | | |
| 7 | 0.651 | | 0.594 | 19.5 | 71 | 13.1 | 5 | 1.0 | | | 6.8 | 1.25 | 0.097 | 0.018 | 5.5 | 1.0 | | | 21.1 | 3.9 | | |
| 8 | 0.246 | | 0.225 | 7.0 | 25 | 12.4 | 2 | 1.0 | | | 3.3 | 1.61 | 0.031 | 0.015 | 3.1 | 1.5 | | | 7.6 | 3.7 | | |
| 9 | 0.163 | | 0.147 | 5.0 | 20 | 14.9 | 1 | 0.6 | | | 0.2 | 0.13 | 0.031 | 0.023 | 2.2 | 1.6 | | | 5.4 | 4.0 | | |
| 10 | 0.558 | | 0.504 | 16.5 | 56 | 12.0 | 5 | 1.0 | | | 6.7 | 1.45 | 0.039 | 0.008 | 7.2 | 1.5 | | | 17.9 | 3.8 | | |
| 11 | 0.56 | | 0.504 | 16.5 | 61 | 13.0 | 4 | 0.9 | | | 6.7 | 1.44 | 0.039 | 0.008 | 7.2 | 1.5 | | | 18.6 | 4.0 | | |
| 12 | 0.533 | | 0.482 | 15.5 | 51 | 11.4 | 3 | 0.7 | | | 6.7 | 1.52 | 0.042 | 0.009 | 6.8 | 1.5 | | | 17.4 | 3.9 | | |
| 13 | 0.558 | | 0.500 | 16.0 | 56 | 12.0 | 4 | 0.9 | | | 7.1 | 1.52 | 0.040 | 0.009 | 7.0 | 1.5 | | | 18.0 | 3.9 | | |
| 14 | 0.511 | | 0.463 | 15.0 | 51 | 11.9 | 3 | 0.8 | | | 3.3 | 0.77 | 0.041 | 0.010 | 6.6 | 1.5 | | | 16.9 | 4.0 | | |
| 15 | 0.137 | | 0.127 | 4.0 | 15 | 13.3 | 1 | 0.7 | | | 3.2 | 2.80 | 0.020 | 0.018 | 1.7 | 1.5 | | | 4.7 | 4.1 | | |
| 16 | | | | | ##### | | | #DIV/0! | | | ##### | | #DIV/0! | | #DIV/0! | | | | ##### | | | |
| 17 | 0.493 | | 0.447 | 14.3 | 51 | 12.3 | 2 | 0.6 | | | 3.6 | 0.88 | 0.070 | 0.017 | 6.2 | 1.5 | | | 16.6 | 4.0 | | |
| 18 | 0.503 | | 0.455 | 14.8 | 51 | 12.1 | 3 | 0.8 | | | 6.7 | 1.60 | 0.070 | 0.017 | 6.4 | 1.5 | | | 17.2 | 4.1 | | |
| 19 | 0.531 | | 0.474 | 14.8 | 51 | 11.4 | 3 | 0.7 | | | 6.7 | 1.51 | 0.080 | 0.018 | 6.4 | 1.4 | | | 17.2 | 3.9 | | |
| 20 | 0.529 | | 0.477 | 15.0 | 51 | 11.5 | 3 | 0.7 | | | 3.7 | 0.84 | 0.090 | 0.020 | 6.6 | 1.5 | | | 17.5 | 4.0 | | |
| 21 | 0.55 | | 0.494 | 16.5 | 56 | 12.2 | 3 | 0.7 | | | 6.7 | 1.46 | 0.090 | 0.020 | 7.2 | 1.6 | | | 19.3 | 4.2 | | |
| 22 | 0.254 | | 0.233 | 7.3 | 25 | 12.0 | 2 | 0.8 | | | 3.3 | 1.56 | 0.200 | 0.094 | 3.2 | 1.5 | | | 8.5 | 4.0 | | |
| 23 | | | | | ##### | | | #DIV/0! | | | ##### | | #DIV/0! | | #DIV/0! | | | | ##### | | | |
| 24 | 0.516 | | 0.470 | 15.1 | 56 | 13.0 | 1 | 0.2 | | | 6.7 | 1.56 | 0.041 | 0.009 | 6.6 | 1.5 | | | 17.6 | 4.1 | | |
| 25 | 0.528 | | 0.477 | 15.5 | 56 | 12.7 | 2 | 0.5 | | | 7.0 | 1.60 | 0.044 | 0.010 | 6.8 | 1.5 | | | 18.1 | 4.1 | | |
| 26 | 0.525 | | 0.479 | 15.5 | 51 | 11.6 | 3 | 0.6 | | | 3.3 | 0.76 | 0.082 | 0.019 | 6.8 | 1.5 | | | 18.1 | 4.1 | | |
| 27 | 0.52 | | 0.475 | 15.0 | 152 | 35.1 | 4 | 0.9 | | | 6.7 | 1.54 | 0.099 | 0.023 | 6.6 | 1.5 | | | 17.5 | 4.0 | | |
| 28 | 0.536 | | 0.482 | 15.5 | 56 | 12.5 | 3 | 0.6 | | | 6.7 | 1.50 | 0.086 | 0.019 | 19.0 | 4.2 | | | 18.1 | 4.0 | | |
| 29 | 0.189 | | 0.173 | 5.5 | 5 | 3.2 | 0 | 0.0 | | | 0.2 | 0.13 | 0.030 | 0.019 | 0.3 | 0.2 | | | 6.4 | 4.1 | | |
| 30 | | | | | ##### | | | #DIV/0! | | | ##### | | #DIV/0! | | #DIV/0! | | | | ##### | | | |
| 31 | 0.431 | | 0.373 | 12.0 | 66 | 18.3 | 3 | 0.8 | | | 6.9 | 1.91 | 0.064 | 0.018 | 14.7 | 4.1 | | | 14.0 | 3.9 | | |
| Total | 12.108 | 0.000 | 10.919 | 353.6 | 1339 | ##### | 76 | #DIV/0! | 0.0 | 0.00 | 136.1 | ##### | 1.77 | #DIV/0! | 167 | #DIV/0! | 0.0 | 0.00 | 400.1 | ##### | 0.0 | 0.00 |
| Maximum | 0.651 | 0.000 | 0.594 | 19.5 | 152 | ##### | 5 | #DIV/0! | 0.0 | 0.00 | 7.1 | ##### | 0.20 | #DIV/0! | 19 | #DIV/0! | 0.0 | 0.00 | 21.1 | ##### | 0.0 | 0.00 |
| Minimum | 0.137 | 0.000 | 0.127 | 4.0 | 5 | ##### | 0 | #DIV/0! | 0.0 | 0.00 | 0.2 | ##### | 0.02 | #DIV/0! | 0 | #DIV/0! | 0.0 | 0.00 | 4.7 | ##### | 0.0 | 0.00 |
| Average | 0.432 | 0.000 | 0.390 | 12.6 | 48 | ##### | 3 | #DIV/0! | ##### | ##### | 4.9 | ##### | 0.06 | #DIV/0! | 6 | #DIV/0! | ##### | #DIV/0! | 14.3 | ##### | ##### | ##### |

SIGNED: (OPERATOR IN RESPONSIBLE CHARGE) _____
 PRINTED NAME David A Tyrrell
 TITLE: OPERATOR CLASSIFICATION Class 1
 DPOR CERTIFICATION NO. 1955002813

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

 Shenandoah River - Entire Month

Berryville STP Monthly DMR Data

July 2017

| 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 |
|-----------|----------------------|--------------|-------------------|------------------|------------------|-----------------|-----------------|------------------------------|-----------------------------|--------------------------|-----------------|-----------------|---------------------|
| 7/1/2017 | 0.27 | 7.6 | 25.3 | | | | | 7.3 | 7.4 | | | | |
| 7/2/2017 | 0.27 | 7.6 | 24.9 | | | | | 7.1 | 7.0 | | | | |
| 7/3/2017 | 0.27 | 7.6 | 25.1 | | | | | 7.2 | 7.3 | | | | |
| 7/4/2017 | 0.27 | 7.7 | 24.9 | 3.00 | 3.01 | | | 7.2 | 7.3 | 1.88 | 0.77 | 0.77 | 2.65 |
| 7/5/2017 | 0.22 | 7.6 | 24.8 | 2.00 | 1.70 | | | 7.6 | 7.4 | | | | |
| 7/6/2017 | 0.27 | 7.3 | 25.2 | 1.00 | 1.03 | | | 7.7 | 7.4 | | | | |
| 7/7/2017 | 0.24 | 7.6 | 25.1 | | | | | 7.1 | 7.1 | | | | |
| 7/8/2017 | 0.26 | 7.3 | 24.6 | | | | | 7.6 | 7.1 | | | | |
| 7/9/2017 | 0.29 | 7.6 | 24.4 | | | | | 7.8 | 7.2 | | | | |
| 7/10/2017 | 0.38 | 7.6 | 24.8 | | | | | 7.5 | 7.4 | | | | |
| 7/11/2017 | 0.39 | 7.6 | 24.8 | 2.00 | 2.96 | 0.00 | 0.00 | 7.7 | 7.1 | | | | |
| 7/12/2017 | 0.46 | 7.6 | 24.9 | 1.00 | 1.74 | | | 7.5 | 7.2 | | | | |
| 7/13/2017 | 0.48 | 7.5 | 25.0 | 2.00 | 3.63 | | | 8.6 | 8.0 | 1.42 | 0.97 | 1.76 | 2.39 |
| 7/14/2017 | 0.33 | 7.5 | 25.3 | | | | | 8.6 | 7.6 | | | | |
| 7/15/2017 | 0.26 | 7.7 | 25.1 | | | | | 7.7 | 7.6 | | | | |
| 7/16/2017 | 0.25 | 7.6 | 24.9 | | | | | 7.2 | 6.9 | | | | |
| 7/17/2017 | 0.26 | 7.5 | 25.5 | | | | | 7.8 | 6.4 | | | | |
| 7/18/2017 | 0.28 | 7.5 | 25.7 | 0.00 | 0.00 | | | 7.3 | 6.9 | 4.31 | 1.02 | 1.07 | 5.33 |
| 7/19/2017 | 0.27 | 7.5 | 25.9 | 0.00 | 0.00 | | | 7.7 | 7.0 | | | | |
| 7/20/2017 | 0.28 | 7.5 | 26.0 | 0.00 | 0.00 | | | 7.3 | 6.8 | 3.73 | 0.64 | 0.68 | 4.37 |
| 7/21/2017 | 0.26 | 7.5 | 26.3 | | | | | 7.7 | | | | | |
| 7/22/2017 | 0.30 | 7.5 | 26.9 | | | | | 7.3 | 6.2 | | | | |
| 7/23/2017 | 0.32 | 7.5 | 26.6 | | | | | 7.2 | 7.0 | | | | |
| 7/24/2017 | 0.10 | 7.6 | 26.5 | | | | | 7.5 | 7.1 | | | | |
| 7/25/2017 | 0.20 | 7.5 | 26.1 | 3.00 | 2.21 | | | 7.3 | 7.3 | 3.92 | 0.92 | 0.68 | 4.84 |
| 7/26/2017 | 0.28 | 7.6 | 26.0 | 3.00 | 3.17 | | | 8.4 | 7.3 | | | | |
| 7/27/2017 | 0.28 | 7.5 | 25.9 | 3.00 | 3.16 | | | 7.6 | 7.2 | | | | |
| 7/28/2017 | 0.35 | 7.5 | 26.0 | | | | | 7.3 | 7.2 | | | | |
| 7/29/2017 | 1.46 | 7.6 | 23.9 | | | | | 8.0 | 7.9 | | | | |
| 7/30/2017 | 0.68 | 7.5 | 23.4 | | | | | 8.3 | 7.8 | | | | |
| 7/31/2017 | 0.59 | 7.5 | 22.9 | | | | | 8.3 | 7.5 | | | | |
| Minimum | 0.10 | 7.3 | 22.9 | 0.00 | 0.00 | 0.00 | 0.00 | 7.1 | 6.2 | 1.42 | 0.64 | 0.68 | 2.39 |
| Maximum | 1.46 | 7.7 | 26.9 | 3.00 | 3.63 | 0.00 | 0.00 | 8.6 | 8.0 | 4.31 | 1.02 | 1.76 | 5.33 |
| Total | 10.80 | 233.8 | 782.7 | 20.00 | 22.60 | 0.00 | 0.00 | 236.4 | 216.6 | 15.26 | 4.32 | 4.96 | 19.58 |
| Average | 0.35 | 7.5 | 25.2 | 1.67 | 1.88 | 0.00 | 0.00 | 7.6 | 7.2 | 3.05 | 0.86 | 0.99 | 3.92 |
| Geo Mean | 0.31 | 7.5 | 25.2 | 1.72 | 1.90 | 1.00 | 1.00 | 7.6 | 7.2 | 2.79 | 0.9 | 0.92 | 3.72 |

Berryville STP Monthly DMR Data

July 2017

| Date | Eff Total N
KG/D | Eff Total P
mg/l | Eff Total P
KG/D | E-Coli
No/100ml |
|-----------|---------------------|---------------------|---------------------|--------------------|
| 7/1/2017 | | | | |
| 7/2/2017 | | | | |
| 7/3/2017 | | | | |
| 7/4/2017 | 2.66 | 0.79 | 0.79 | |
| 7/5/2017 | | | | 1 |
| 7/6/2017 | | | | |
| 7/7/2017 | | | | |
| 7/8/2017 | | | | |
| 7/9/2017 | | | | |
| 7/10/2017 | | | | |
| 7/11/2017 | | | | 1 |
| 7/12/2017 | | | | |
| 7/13/2017 | 4.35 | 0.63 | 1.15 | |
| 7/14/2017 | | | | |
| 7/15/2017 | | | | |
| 7/16/2017 | | | | |
| 7/17/2017 | | | | |
| 7/18/2017 | 5.58 | 0.72 | 0.75 | |
| 7/19/2017 | | | | |
| 7/20/2017 | 4.64 | 0.99 | 1.05 | 1 |
| 7/21/2017 | | | | |
| 7/22/2017 | | | | |
| 7/23/2017 | | | | |
| 7/24/2017 | | | | |
| 7/25/2017 | 3.58 | 1.13 | 0.84 | 1 |
| 7/26/2017 | | | | |
| 7/27/2017 | | | | |
| 7/28/2017 | | | | |
| 7/29/2017 | | | | |
| 7/30/2017 | | | | |
| 7/31/2017 | | | | |
| Minimum | 2.66 | 0.63 | 0.75 | 1 |
| Maximum | 5.58 | 1.13 | 1.15 | 1 |
| Total | 20.80 | 4.26 | 4.58 | 4 |
| Average | 4.16 | 0.85 | 0.92 | 1 |
| Geo Mean | 4.04 | 0.83 | 0.90 | 1 |

Berryville WWTP Monthly Membrane Operation Report

July 1 - July 31 2017

UF 1 KPI Summary

| Parameter | Health | %In | Std. Dev | Points | Avg |
|--------------------------|--------|-------|----------|--------|-----|
| FluxBeforeBP | | -- | -- | 0 | -- |
| PermeateTurbidityAfterBP | | -- | -- | 0 | -- |
| TCPermeabilityBeforeBP | | -- | -- | 0 | -- |
| TMPBeforeBP | | -- | -- | 0 | -- |
| TotalPermeateFlowDaily | | 100 % | 0.0 | 32 | 0.0 |

UF 2 KPI Summary

| Parameter | Health | %In | Std. Dev | Points | Avg |
|--------------------------|--------|-------|----------|--------|----------|
| FluxBeforeBP | ● | 99 % | 2.03 | 1025 | 7.528 |
| PermeateTurbidityAfterBP | ● | 100 % | 0.16 | 1034 | 0.296 |
| TCPermeabilityBeforeBP | ● | 99 % | 7.97 | 1354 | 27.886 |
| TMPBeforeBP | ● | 100 % | 0.13 | 1356 | 0.263 |
| TotalPermeateFlowDaily | | 100 % | 82344.01 | 32 | 126782.0 |

UF 3 KPI Summary

| Parameter | Health | %In | Std. Dev | Points | Avg |
|--------------------------|--------|-------|----------|--------|------------|
| FluxBeforeBP | ● | 97 % | 2.3 | 1223 | 7.739 |
| PermeateTurbidityAfterBP | ● | 100 % | 0.29 | 1223 | 0.137 |
| TCPermeabilityBeforeBP | ● | 99 % | 3.74 | 1223 | 27.895 |
| TMPBeforeBP | ● | 100 % | 0.09 | 1223 | 0.267 |
| TotalPermeateFlowDaily | | 100 % | 78921.37 | 32 | 117758.406 |

UF 4 KPI Summary

| Parameter | Health | %In | Std. Dev | Points | Avg |
|--------------------------|--------|-------|----------|--------|------------|
| FluxBeforeBP | ● | 97 % | 2.17 | 1321 | 7.594 |
| PermeateTurbidityAfterBP | ● | 18 % | 2.29 | 1321 | 4.573 |
| TCPermeabilityBeforeBP | ● | 99 % | 7.29 | 1321 | 25.894 |
| TMPBeforeBP | ● | 100 % | 0.12 | 1321 | 0.275 |
| TotalPermeateFlowDaily | | 100 % | 78883.82 | 32 | 124475.938 |

| Parameter | Health | %In | Std. Dev | Points | Avg |
|------------------------|---|-------|-----------|--------|------------|
| PermeateTemperature |  | 100 % | 2.1 | 2976 | 72.409 |
| TotalPermeateFlowDaily |  | 97 % | 233253.73 | 32 | 369016.344 |

UF 1 KPI Summary

| Parameter | LL | LCL | UCL | HH | Jul |
|--------------------------|----|-----|-------|------|-----|
| FluxBeforeBP | -- | -- | 12.23 | 16.3 | -- |
| PermeateTurbidityAfterBP | 0 | -- | 0.9 | 1 | -- |
| TCPermeabilityBeforeBP | 4 | 6 | -- | -- | -- |
| TMPBeforeBP | -- | -- | 7 | 8 | -- |
| TotalPermeateFlowDaily | -- | -- | -- | -- | 0.0 |

UF 2 KPI Summary

| Parameter | LL | LCL | UCL | HH | Jul |
|--------------------------|----|-----|-------|------|------------|
| FluxBeforeBP | -- | -- | 12.23 | 16.3 | 7.528 |
| PermeateTurbidityAfterBP | 0 | -- | 0.9 | 1 | 0.296 |
| TCPermeabilityBeforeBP | 4 | 6 | -- | -- | 27.886 |
| TMPBeforeBP | -- | -- | 7 | 8 | 0.263 |
| TotalPermeateFlowDaily | -- | -- | -- | -- | 127938.581 |

UF 3 KPI Summary

| Parameter | LL | LCL | UCL | HH | Jul |
|--------------------------|----|-----|-------|------|------------|
| FluxBeforeBP | -- | -- | 12.23 | 16.3 | 7.739 |
| PermeateTurbidityAfterBP | 0 | -- | 0.9 | 1 | 0.137 |
| TCPermeabilityBeforeBP | 4 | 6 | -- | -- | 27.895 |
| TMPBeforeBP | -- | -- | 7 | 8 | 0.267 |
| TotalPermeateFlowDaily | -- | -- | -- | -- | 118666.258 |

UF 4 KPI Summary

| Parameter | LL | LCL | UCL | HH | Jul |
|--------------------------|----|-----|-------|------|------------|
| FluxBeforeBP | -- | -- | 12.23 | 16.3 | 7.594 |
| PermeateTurbidityAfterBP | 0 | -- | 0.9 | 1 | 4.573 |
| TCPermeabilityBeforeBP | 4 | 6 | -- | -- | 25.894 |
| TMPBeforeBP | -- | -- | 7 | 8 | 0.275 |
| TotalPermeateFlowDaily | -- | -- | -- | -- | 125734.097 |

UF Plant KPI Summary

| Parameter | LL | LCL | UCL | HH | Jul |
|---------------------|----|-----|-----|-----|--------|
| PermeateTemperature | 32 | -- | 100 | 110 | 72.409 |

Attachment 8

Report of the Department of Public Works August 2, 2017

Water

The Treadwell Street water improvement project has been completed. We installed base asphalt in the ditch lines and topped soil and seeded all areas that were disturbed during installation of the new main.

We also have installed base asphalt in the ditch on North Buckmarsh Street where we experienced a water main break in late June. Carroll Construction will be doing the milling and asphalt overlay within the next couple of weeks.

We experienced no water breaks during the past month.

General Information

The Page Street and Academy Street drainage projects were completed last month. The timing for the completion of these projects couldn't have been any better. Both drainage projects functioned very well during last week's severe heavy rain event.

As I mentioned in last month's report, W L Construction agreed to honor their asphalt and milling pricing per their bid they submitted for the Spring Paving and Milling projects to complete our summer and fall paving projects.

We received our new 310 SL backhoe last month, and expect to receive our 2017 compact tractor by the end of this week.

All Public Works personnel had a 2hr OSHA trench safety training course last month. During this class personnel were instructed on trench safety and informed of recent updated OSHA requirements for safe trench excavation. We also received our new portable trench box and had an instructional course on use and maintenance of the box.

Attachment 9

Water/Sewer Bill Adjustment – John H. Enders Volunteer Fire Company

The John H. Enders Volunteer Fire Company experienced a significant leak between the water meter and the fire hall building. The leak was discovered after the Town let the Company know of a very high reading. The location of the problem made the repair a challenge to repair and while the Company immediately worked to secure the services of a plumbing contractor to make the repair, the time the leak was active spanned two reading cycles. In a typical situation, the service would have been disconnected but given the nature of the use, the lateral remained active until the repair was completed.

The Town provided an adjustment to the May bill (for 88,000 gallons of usage) in accordance with the Town of Berryville Water and Sewer Billing Adjustment Policy. That policy will not permit a further adjustment as requested by the John H. Enders Volunteer Fire Company.

The Streets and Utilities Committee discussed this matter at their last meeting. The Committee discussed the specific challenges faced because of the need to limit the amount of time the fire hall was out of water and their concerns about granting an exception to the adjustment policy. The agreed to discuss this matter further with the Town Council.

Staff has provided two motions for the Town Council's consideration. The first motion would provide for either an approval or denial of the second adjustment. The second motion would provide for a denial of the second adjustment but approval of a payment from the General Fund to provide for a reduction in the amount for which John H. Enders Volunteer Fire Company is responsible.

Please find attached:

- motions
- the Town of Berryville Water and Sewer Adjustment Policy
- a letter from John H. Enders Fire Company requesting that the second bill be adjusted as well
- a spreadsheet providing information about the leak and adjustments

BERRYVILLE TOWN COUNCIL

MOTION TO APPROVE or DENY WATER BILL ADJUSTMENT

Date: August 8, 2017

Motion By:

Second By:

I move that the Council of the Town of Berryville approve/deny the adjustment of the June water/sewer bill for John H. Enders Fire Company as follows:

Water bill adjustment of \$117.60 and
Sewer bill adjustment of \$476.00

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

BERRYVILLE TOWN COUNCIL

MOTION TO DENY WATER BILL ADJUSTMENT AND APPROVE PAYMENT
FROM GENERAL FUND CONTINGENCY

Date: August 8, 2017

Motion By:

Second By:

I move that the Council of the Town of Berryville deny the requested adjustment to June water/sewer bill for John H. Enders Fire Company, and approve the payment of \$ 593.60 to the John H. Enders Volunteer Fire Company water/sewer account from the General Fund Contingency.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

TOWN OF BERRYVILLE

Water and Sewer Billing Adjustment Policy

Purpose:

This policy applies to the adjustment of unusually high water and sewer bills resulting from water leaks or other circumstances resulting in abnormally high water usage. This policy enumerates the authority of the Town Manager, or designee, to grant adjustment of unusually high water and sewer bills upon request of the person or entity responsible for a water account.

Background:

Where properties are connected to the Town of Berryville's water and sewer systems, the customer is responsible for: 1) the proper provision, monitoring, operation, maintenance, repair, and replacement of all water lines and components of the system from the customer's side of the water meter and 2) the proper provision, monitoring, operation, maintenance, repair, and replacement of all sewer lines and components of the system from where it intersects the Town's main.

Procedure:

All requests for bill adjustment must be made within ten days of the billing date utilizing the Town of Berryville Water and Sewer Billing Adjustment Request Form. The customer must also provide a plumber's certification and, when the abnormal usage is greater than three-times the account's average usage, a letter from the property owner's insurance company verifying that a claim has been made in this matter and providing what portion of the water/sewer bill will be paid by the insurance company.

The Town Manager, or designee, will review the request and provide written notice of his/her decision. Most decisions will be rendered within ten days of receipt of the adjustment request.

Only one bill adjustment may be made for any account in any given twelve month period.

Review Criteria:

The Town Manager, or designee, will review adjustment requests in accordance with the following criteria:

- For leaks occurring in the service line between the water meter and the building the meter serves, the Town may approve adjustment to the sewer usage if it is found that the leaking water did not enter the sewer system. Such adjustment

may not exceed the difference between the account's average usage over the past twelve months and the high usage resulting from the leak. The Town may approve adjustment to the water usage if it finds that the leak was repaired in a timely fashion after discovery. Such adjustment may not exceed one-half of the difference between the account's average usage over the past twelve months and the high usage resulting from the leak.

- For leaks or unintended usage from exterior hose connections, the Town may approve adjustment to the sewer usage if it finds that the leaking water did not enter the sewer system. Such adjustment may not exceed the difference between the account's average usage over the past twelve months and the high usage resulting from the leak.
- For abnormal water usage attributable to usage in or by faucets, pipes, water heaters, furnaces or other interior plumbing facilities within the building the water meter serves, the Town may adjust the sewer usage if it finds that the leaking water did not enter the sewer system. Such adjustment may not exceed the difference between the account's average usage over the past twelve months and the high usage resulting from the leak.
- The Town will not approve adjustments for abnormal water usage attributable to filling of pools or watering of lawns or landscaping.
- The Town will not approve adjustments for abnormal water usage which has not or cannot be sufficiently explained.

When reviewing adjustment requests the Town will take into account, among other factors, whether any of the usage resulted from another party's negligence. Where negligence is found the Town may determine that no adjustment is warranted. As a part of request reviews the Town will also consider the insurance claim determination as a part of establishing an adjustment amount.

Meter Testing:

Customers may at any time request that their water meter be tested for accuracy. If a customer wants to have the water meter that serves their account to be tested, then they must contact the Town Business Office and request the test. At the time of the request the customer must pay a meter testing fee as established by the Town Council. The fee in question will be refunded if it is found that the meter in question does not meet American Water Works Association standards for accuracy. Further, if it is found that

the meter does not meet American Water Works Association standards for accuracy then the Town will review the account for possible adjustment.

Appeals:

If the customer requesting the bill adjustment believes that the Town has erred in making the adjustment decision or has not made a determination on an adjustment request in a timely manner, then he/she may appeal the matter to the Town Council. This appeal must be made in writing within ten days of the date of the decision on the adjustment or within thirty days of the original request if the appeal is based on the Town's failure to render a decision on the review request. If the appeal is based on the belief that the Town erred in making its decision on the bill adjustment request, then the appeal request must specify the finding of fact or policy application the requester believes was made in error.

Adjustment determinations made because a meter has been found to be inaccurate (after testing) may be appealed to the Town Council if the customer believes that the adjustment is not sufficient.

The Town Council will review all adjustment appeals and will provide written notice of their decision to the customer.

Customer Responsible for Payment during Review:

While an adjustment request and/or appeal is being processed, the customer is responsible for payment of the entire amount due within the normal payment period or the customer may enter into a payment agreement with the Town. If the customer neither makes full payment during the normal payment period nor enters into a payment plan with the Town, then the customer is subject to all applicable collection activities and termination of service.

Burden of Proof:

The implicit burden of proof in the adjustment request pursuant to these policies rests with the customer, not the Town of Berryville. Failure to comply with the requirements of this policy will result in the denial of the adjustment request.

Effective Date:

March 12, 2015



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

9 South Buckmarsh Street
Berryville, Virginia 22611



July 25, 2017

Keith Dalton
Town Council
Town of Berryville
101 Chalmers Court Suite A
Berryville VA 22611

RE: Water Main Leak at John H. Enders Fire and Rescue

Dear Mr. Dalton and Members of the Town Council:

We are respectfully requesting an exception to the town's policy of granting one water/sewer bill adjustment in a calendar year.

As you are aware we had a major leak with the water main that services our building. It was first discovered when our meter was read and then because of the complexity of getting access to the water main under our front apparatus apron it took several days to get the repairs made. Also, the size of the main servicing our building is larger than normal residential service lines.

Because we needed to maintain water at the station until the repairs could be made, we have incurred a second large bill.

We greatly appreciate all the Town of Berryville's help with identifying the source of the leak and all the help with the first bill adjustment and we are asking for your help through this current billing cycle.

Enclosed is an estimated payment based on our normal average usage of \$280 per month. Thank you for any assistance you can give in adjusting our current bill.

Sincerely,

Chris Shipe
President

Enders Leak May 2017

| Meater reading date | Reading | Consumption (TG) | Notes |
|---------------------|---------|------------------|--|
| 4/24/2017 | 204 | | April Reading |
| 5/23/2017 | 283 | | May Reading - Enders notified of high usage |
| 5/23/2017 re read | 292 | 88 | Re-read and billed |
| 5/24/2017 | 298 | | Re-read 8am |
| 5/26/2017 | 320 | | Leak repaired 12 noon |
| 6/15/2017 | | | Received adjustment request |
| 6/19/2017 | | | Adjustment made
$88 \text{ TG} - 9\text{TG (Avg)} = 81\text{TG} \times \$17.00 = \$1377.00$ sewer adjustment
$88 \text{ TG} - 9\text{TG (Avg)} = 81\text{TG} / 2 = 40.5\text{TG} \times \$8.40 = \$340.20$ water adjustment |
| 6/27/2017 | 326 | 34 | June Reading |
| | | 6 | Consumption after leak repaired
Amount subject to second adjustment $34 \text{ TG} - 6\text{TG} = 28 \text{ TG}$
$34 \text{ TG} - 6\text{TG (post leak repair)} = 28\text{TG} \times \$17.00 = \$476.00$ sewer adjustment
$34 \text{ TG} - 6\text{TG (post leak repair)} = 28\text{TG} / 2 = 14\text{TG} \times \$8.40 = \$117.60$ water adjustment |
| 7/24/2017 | 332 | 6 | July Reading |

Attachment 10

FY 2018 Street Work Priorities

It appears that the priorities list, which was submitted to the Streets and Utilities Committee on 1/24/17 and discussed as a part of the FY2018 Budget and CIP, did not receive separate approval. Since the priorities were reviewed during the budget process several changes have been made. A new version of the priorities has been developed for your review.

Projects Completed

Jackson Drive was paved.

Ewell Court was paved. Ewell Court was added to the Jackson Drive job because: 1) it had significant cracking and needed to be paved, 2) the price the Town received on the Jackson Drive job provided room within the budget to do the work, 3) doing the job at the same time as Jackson Drive saved on mobilization, and 4) doing the job at the same time as the Jackson Drive work would result in a better product.

It is important to note that the portion of Page Street that was slated to be paved in FY 18 was paved in the FY17 cycle. This is also true of the section of Treadwell Street between Willow Lane and Smith Street. These projects, as well as several others, were able to be completed because of the funds that remained unspent for snow removal.

Purchases Made

The backhoe and tractor (with bush hog) have been purchased and delivered.

Amended Priorities

The priority list has been updated to reflect the changes addressed above.

It is important to note that a new project was added to the Spring/Summer 2018 work. Swan Avenue from South Buckmarsh west to its terminus was included. Staff added just over \$16,000 to its paving estimate to address two issues that need attention when this street section is paved. The two issues in question are: standing water along the road surface approximately 175 feet west of the intersection of South Buckmarsh and Swan Avenue and an eroding shoulder between the street and the sidewalk in the same area. As of the writing of this report, staff does not have estimates on the cost of the additional work. If the project is included on the approved priority list then estimates will be sought and shared with the Council. Lastly, the work to demolish the section of sidewalk along the Johnson-Williams Middle School property will be completed prior to the paving of the street.

Please find attached to this report:

- Motion for approval of FY2018 Street Work Priorities
- Revised FY2018 Street Work Priorities submitted for approval
- FY2018 Street Work Priorities as submitted to the S&U Committee on 1/24/17
- List of Streets that have been paved since June 2012 (updated 8/1/17)

BERRYVILLE TOWN COUNCIL

MOTION TO APPROVE STREET WORK PRIORITIES FOR FY 18

Date: August 8, 2017

Motion By:

Second By:

I move that the Council of the Town of Berryville approve the attached Street Work Priorities for FY 18.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

VDOT Funded Secondary System Maintenance / Street Work Priorities
FY 2018

| | |
|--|----------------|
| <u>VDOT Reimbursement Limit</u> | \$ 513,000 |
|
<u>Work Items and Equipment Purchase</u> | |
| Patch/Repair trouble areas in streets | \$ 20,000 |
| Sidewalk repair | \$ 15,000 |
| Engineering | \$ 5,000 |
| Equipment Purchase/Maintenance/Repair
(purchase backhoe (53,040*), tractor (27,722* **), signs (5,000),
and safety equipment (1,500). Maintenance (27,738) | \$ 115,000 |
| Routine Street Maintenance (snow removal, tree trimming,
drainage ditch cleaning, street cleaning, etc.) | \$ 100,000 |
|
<u>Subtotal</u> |
\$ 255,000 |
|
<u>Funds available within Reimbursement (\$474,787 – 250,000)</u> |
\$ 258,000 |
|
<u>Specific Street Repair Work Priorities</u> | |
|
<i>Summer and fall (2017) Paving</i> | |
| Jackson Drive | \$ 55,592* |
| Ewell Court | \$ 13,044* |
|
Total Summer/Fall (2017) |
\$ 68,636* |
|
<i>Spring and summer (2018) Paving</i> | |
| Treadwell Street (from Smith Street to Crown Street) | \$ 7,500 |
| Rice Street (from Walnut Street to Academy Street) | \$ 25,800 |
| South Church Street (from Taylor Street to South Buckmarsh Street) | \$ 71,100 |
| Rosemont Circle | \$ 37,000 |
| Swan Avenue (from South Buckmarsh west to terminus) | \$ 47,964 |
|
Total Spring/Summer (2018) |
\$ 141,400 |
|
<u>Remaining within Reimbursement</u> |
\$ 0 |

* Actual Cost

** Purchase also included bush hog which cost \$3,240

Draft Submitted to Town Council 8/8/17

VDOT Funded Secondary System Maintenance / Street Work Priorities
FY 2018

| | |
|---|----------------|
| <u>VDOT Reimbursement Limit</u> | \$ 513,000 |
|
<u>Work Items and Equipment Purchase</u> | |
| Patch/Repair trouble areas in streets | \$ 20,000 |
| Sidewalk repair | \$ 15,000 |
| Engineering | \$ 5,000 |
| Equipment Purchase/Maintenance/Repair
(purchase backhoe (54,500), tractor (30,000), signs (5,000),
and safety equipment (1,500). Maintenance (24,000) | \$ 115,000 |
| Routine Street Maintenance (snow removal, tree trimming,
drainage ditch cleaning, street cleaning, etc.) | \$ 100,000 |
|
<u>Subtotal</u> |
\$ 255,000 |
|
<u>Funds available within Reimbursement (\$474,787 – 250,000)</u> |
\$ 258,000 |
|
<u>Specific Street Repair Work Priorities</u> | |
|
<i>Summer and fall (2017) Paving</i> | |
| Page Street (from Fairfax Street to Ritter Place) | \$ 17,500 |
| Jackson Drive | \$ 71,600 |
| Treadwell Street (from Willow Lane to Crown Street) | \$ 35,000 |
|
Total Summer/Fall (2017) |
\$124,100 |
|
<i>Spring and summer (2018) Paving</i> | |
| Rice Street (from Walnut Street to Academy Street) | \$ 25,800 |
| South Church Street (from Taylor Street to South Buckmarsh Street) | \$ 71,100 |
| Rosemont Circle | \$ 37,000 |
|
Total Spring/Summer (2018) |
\$133,900 |
|
<u>Remaining within Reimbursement</u> |
\$ 0 |

Draft Submitted to Streets and Utilities Committee 1/24/17

Other paving projects under review/consideration:

| | |
|--|-----------|
| First Street (from Main Street to EOTM) | \$ 79,400 |
| Swan Avenue (from Buckmarsh Street to terminus) * | \$ 31,700 |
| Hermitage (from Buckmarsh Street top Alexander Drive) ** | \$ 93,250 |
| Hermitage (from Alexander Drive to Tyson Drive) ** | \$ 79,600 |
| Hermitage (from Tyson Drive to Main Street) ** | \$ 84,400 |

* This work should not occur until the sidewalk along the north side of Swan has removed
** This work should, if possible, occur after Phase 5 has been developed (earthwork, streets, utilities, etc.)

Paving Projects completed by the Town since June 2012

Chalmers Court 6/13

Willow Street 10/13

Bundy Street 10/13

Page Street (between Main and Liberty Streets) 5/14

Dorsey Street 6/14

Cameron Street 8/14

Ritter Place 8/14

Edgar Court 8/14

Craig's Run Court 8/14

Battletown Drive (from Bel Voi Drive to terminus) 8/14

Mosby Blvd. (from Edgar Court to Jackson Drive) 8/14

North Church Street 9/14

Pickett Court 10/14

South Church Street (from Main Street to Swan Avenue) 10/14

Academy Street (from Buckmarsh Street to Church Street) 10/14

Mosby Blvd. (from Ashby Court to Buckmarsh Street) 4/15

Josephine Street (from BVG entrance to cul-de-sac) 5/15

Breckinridge Court 5/15

Archer Court 5/15

Liberty Street 10/15

Walnut Street 10/15

Ashby Court 5/16

Stuart Court 5/16

South Church Street (from Swan Avenue to Taylor Street) 6/16

Academy Street (from Smith Street to Buckmarsh Street) 6/16

Smith Street (from Academy Street to Main Street) 6/16

Battletown Drive (from Bel Voi Drive to Main Street) 6/16
Lincoln Avenue (from Main Street to south of JWMS entrance) 6/16
Byrd Avenue (from Church Street to second lot on north side) 6/16
Academy Court –base in cul-de-sac 10/16 and top coat entire street 6/17
Jack Enders Boulevard (from BVG entrance to EOTM) 6/17
Swan Avenue (from Buckmarsh Street to Church Street) 6/17
Taylor Street (from Buckmarsh Street to Church Street) 6/17
Treadwell Street (from Willow Street to Smith Street) 7/17
Jackson Drive 7/17
Ewell Court 7/17
Page Street (from Liberty Street to Fairfax Street) 7/17
Barnett Street 7/17

VDOT Paving Projects in Town since June 2012

Byrd Avenue (portion) 6/12
Mosby Blvd. (along CCHS frontage) 2012
Main Street 6/14
Buckmarsh Street 10/15

VDOT Slurry Projects in Town since June 2012

Hermitage Blvd. 8/12
Lincoln Avenue 8/12
Tyson Drive (from Hermitage to Lincoln Avenue) 8/12
Harriman Court 8/12
Madden Street 8/12
Taylor Street 8/12
Henderson Court 8/12
Dunlap Drive 8/12

Craig's Run Court 8/12

VDOT Surface Treatment Projects in Town since June 2012

Springsbury Road (from Jack Enders Blvd. to McGuire Circle) 8/15

Up to date as of 8/1/17