

# New Business

# Council Member Reports

# Staff Reports

# Public Works Department

## **Report of the Department of Public Works**

### **September 03, 2019**

The second phase of our 2019-2020FY paving and milling projects was completed in mid-July. Arthur Construction Company was again the low bidder on the First Street paving and milling project. They paved from the intersection of East Main Street to the end of the cooperate limits on First Street. Arthur Construction again did a good job and the finished project looks and rides nice.

We had a pre-bid meeting for our up-coming concrete bid package. Three companies attended the pre bid meeting. This meeting was not mandatory so there is the possibility that more companies may bid on this contract. The bid opening is scheduled for September 03 2019 at 2:00pm

Public Works is busy getting our snow removal equipment ready for our annual VDOT equipment pre-season inspection. Two years ago VDOT started a new program pertaining to sub-contractors that plow snow for VDOT. All trucks and equipment must meet the states requirements and specifications to be hired for snow removal operations. All trucks that are accepted must have an AVL device installed so VDOT can monitor the location and amount of hours being logged-in for each snow event. Our annual inspection in set for Thursday September 5<sup>th</sup>. This inspection will require us to have all our plows and salt spreaders on and running during the inspection.

We experienced one water break during last month. On August 8<sup>th</sup> the scada system notified us that the South East Water Tank was experiencing a large loss of water. Public Utilities and Public Works responded and found the 10 inch transmission main had broken and was the result of the large water loss. Public Works worked throughout the day to excavate and repair the pipe. During our excavating we found that 25 feet of pipe had split and needed to be replaced. We abated the problem by installing 25 feet of C909 PVC pipe and two ten inch Hy-Max Couplings.

# Public Utilities Department

# Memo

**To:** Town Council  
**From:** David Tyrrell  
**Date:** August 8, 2019  
**Re:** July 2019 Operations Report

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The water treatment plant complies for July 2019 with its monthly parameters per data available to date. We sent 11.424 MG of water to the distribution system with an average of 0.408 MGD produced on days we operated and a daily max of 0.718 MG.

The mixer has been installed in the Northwest tank completing the repairs, painting, and mixing of the water tanks.

We are working with several items of equipment failure / or near failures that are requiring replacement. First the flow meter which monitors the water totals sent to Town has failed and must be replaced. We are gathering prices of a replacement unit. Due to pipe configurations, we are hoping to find an exact fit replacement.

The surface wash pump that prepares and loosens the filter media surface for a backwash is worn out and needs to be replaced. We have gathered information and are starting to look at replacements.

The level indicator in the alum tank has failed and we have a replacement on line. The level indicator in the hypo tank is also failing and unstable and we are looking at replacements.

The lighting in the finish pump room was replaced in July. We tried to replace light bulbs we found that the fixtures were rusted and falling apart. Consolidated Electric was contacted and they have replaced all five fixtures in this room with new LED fixtures.

Operations completed two-hundred forty-one workorders at the water plant and fr the booster building and tanks in July.

Drought Conditions: The river continues to flow near or just above historic averages. There are no concerns for drought at this time.

The wastewater plant complies with its discharge permit for July per data received to date. We treated a total of 9.82 MG with a daily average of 0.32 MGD and a daily max of 0.64 MG.

All chemical feed lines have been replaced on the membrane trains. This did improve the performance of the filters but we were still having problems. Further investigations and testing tracked an additional problem with failed ejector systems. These systems have been bypassed until we can replace the systems.

Our grit system failed with the grit pump belt breaking. When we tried to replace the belt we found that the corrosion of the pump base had the adjusting mechanisms completely locked up. We were able to free the units and have coated the surfaces of the mechanism with anti-seize to prevent further corrosion. The systems is back in service.

We completed over 422 work orders and processed 192,200 gallons of biosolids.

We have been working with DEQ to complete our permit renewal application. As part of that process we had a visit and inspection from the DEQ permit writer looking at our North Lagoon and systems we have in place to move water around the facility. All seems to have gone well.

Attached for review are the DMR data reports for the wastewater plant with data received to date, the water plant page 1 operations report for VDH, and the latest membrane condition report from Suez



# Berryville STP Monthly DMR Data

July 2019

Date	Effluent Flow	Eff pH	Eff Temp	Eff CBOD	Eff CBOD	Eff TSS	Eff TSS	Effluent DO River	Effluent DO WWTP	Eff NO2 / NO3	Eff TKN	Eff TKN	Eff Total N
	MGD	SU	Deg C	mg/l	KG/D	mg/l	KG/D	mg/l	mg/l	mg/l	mg/l	KG/D	KG/D
7/1/2019	0.29	7.2	23.9	3.00	3.26			8.5	7.5	1.47	0.95	1.03	2.42
7/2/2019	0.27	7.4	24.5	0.00	0.00			8.2	7.8				
7/3/2019	0.25	7.3	24.6	2.00	1.91			6.4	7.0	1.40	1.16	1.11	2.56
7/4/2019	0.26	7.5	25.1					6.9	6.9				
7/5/2019	0.26	8.0	24.1					7.3	7.0				
7/6/2019	0.26	7.7	25.4					7.2	6.7				
7/7/2019	0.26	7.3	24.6					6.5	6.2				
7/8/2019	0.39	7.4	25.5					6.5	6.1				
7/9/2019	0.44	7.3	24.7	1.00	1.66	0.00	0.00	6.3	7.2	1.95	0.99	1.64	2.94
7/10/2019	0.48	7.6	23.7	4.00	7.21			7.2	6.9				
7/11/2019	0.28	7.5	25.0	2.00	2.13			7.9	7.8	0.00	0.79	0.84	0.79
7/12/2019	0.30	7.5	25.4					7.9	7.5				
7/13/2019	0.25	7.7	25.5					7.5	7.4				
7/14/2019	0.27	7.5	25.8					8.4	8.0				
7/15/2019	0.23	7.4	25.7					8.3	7.4				
7/16/2019	0.24	7.1	22.7	4.00	3.62			8.2	7.9	1.95	1.20	1.09	3.15
7/17/2019	0.24	7.4	26.1	0.00	0.00			9.9	6.9				
7/18/2019	0.24	7.2	26.3	1.00	0.92			7.6	6.1	3.06	1.05	0.97	4.11
7/19/2019	0.29	7.5	26.3					7.6	7.8				
7/20/2019	0.27	7.3	27.4					6.6	5.4				
7/21/2019	0.35	7.2	26.8					6.7	6.2				
7/22/2019	0.61	7.7	26.2					7.6	7.6				
7/23/2019	0.64	7.3	25.3	3.00	7.28			8.2	7.9	1.12	0.52	1.26	1.64
7/24/2019	0.39	7.0	23.7	5.00	7.40			5.8	6.6				
7/25/2019	0.28	7.4	24.2	4.00	4.16			7.5	7.7	1.02	1.08	1.12	2.10
7/26/2019	0.30	7.5	24.4					8.2	7.9				
7/27/2019	0.30	7.5	25.6					6.5	7.6				
7/28/2019	0.29	7.5	25.2					7.6	6.5				
7/29/2019	0.31	7.5	25.6					6.0	7.0				
7/30/2019	0.32	7.3	25.7					7.1	6.3				
7/31/2019	0.30	7.5	25.8	1.00	1.14			6.6	6.0				
Minimum	0.23	7.0	22.7	0.00	0.00	0.00	0.00	5.8	5.4	0.00	0.52	0.84	0.79
Maximum	0.64	8.0	27.4	5.00	7.40	0.00	0.00	9.9	8.0	3.06	1.20	1.64	4.11
Total	9.82	230.2	780.8	30.00	40.68	0.00	0.00	228.7	218.8	11.97	7.74	9.06	19.71
Average	0.32	7.4	25.2	2.31	3.13	0.00	0.00	7.4	7.1	1.50	0.97	1.13	2.46
Geo Mean	0.31	7.4	25.2	2.05	2.48	1.00	1.00	7.3	7.0	1.51	0.9	1.11	2.24

# Berryville STP Monthly DMR Data

July 2019

Date	Eff Total N	Eff Total P	Eff Total P	Eff Total P	E-Coli
	KG/D	KG/D	mg/l	KG/D	No/100ml
7/1/2019	2.63	0.64		0.70	1
7/2/2019					
7/3/2019	2.45	0.37		0.35	
7/4/2019					
7/5/2019					
7/6/2019					
7/7/2019					
7/8/2019					
7/9/2019	4.88	0.60		1.00	1
7/10/2019					
7/11/2019	0.84	0.42		0.45	
7/12/2019					
7/13/2019					
7/14/2019					
7/15/2019					
7/16/2019	2.85	0.62		0.56	1
7/17/2019					
7/18/2019	3.80	0.99		0.92	
7/19/2019					
7/20/2019					
7/21/2019					
7/22/2019					
7/23/2019	3.99	0.08		0.19	1
7/24/2019					
7/25/2019	2.19	0.12		0.13	
7/26/2019					
7/27/2019					
7/28/2019					
7/29/2019					
7/30/2019					
7/31/2019					
Minimum	0.84	0.08		0.13	1
Maximum	4.88	0.99		1.00	1
Total	23.63	3.84		4.29	4
Average	2.95	0.48		0.54	1
Geo Mean	2.66	0.37		0.44	1



# Berryville Biweekly InSight Report

**Date:** 7/19/2019

From: Jeny Chacko - SUEZ Water Technologies & Solutions  
To: David Tyrrell, Jeff Cappo - Town of Berryville  
cc: Shawn Addison, Al Farrell, Matthew Stapleford - SUEZ

## System Equipment

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

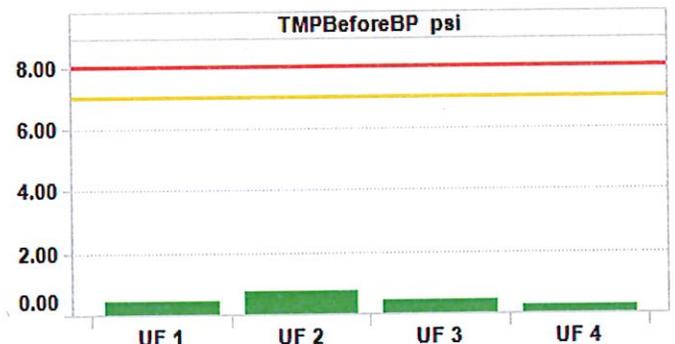
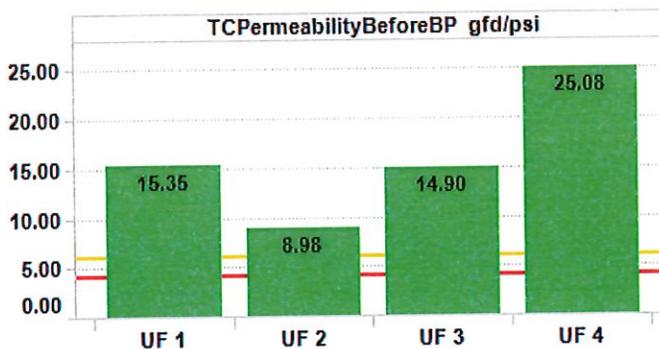
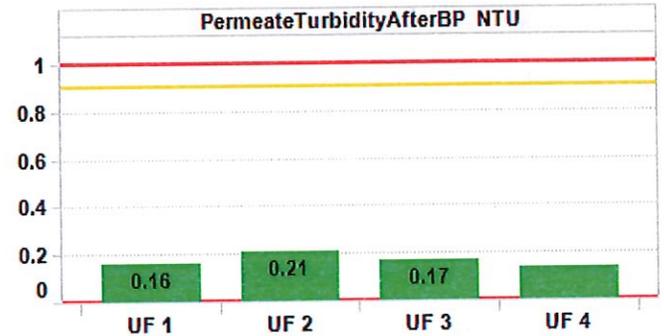
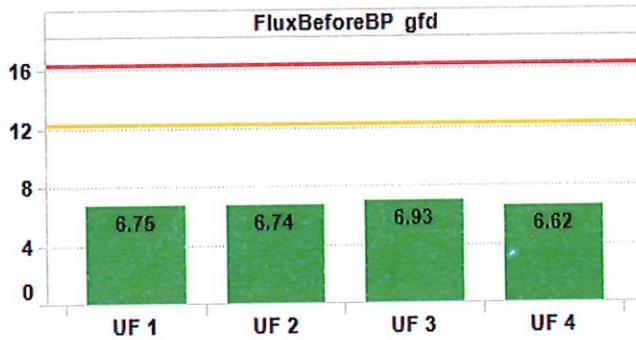
## Cleaning Strategy

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

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

KPI Dashboard – Avg values through reporting period

■ Action Required  
■ Caution  
■ No Limits  
■ Normal

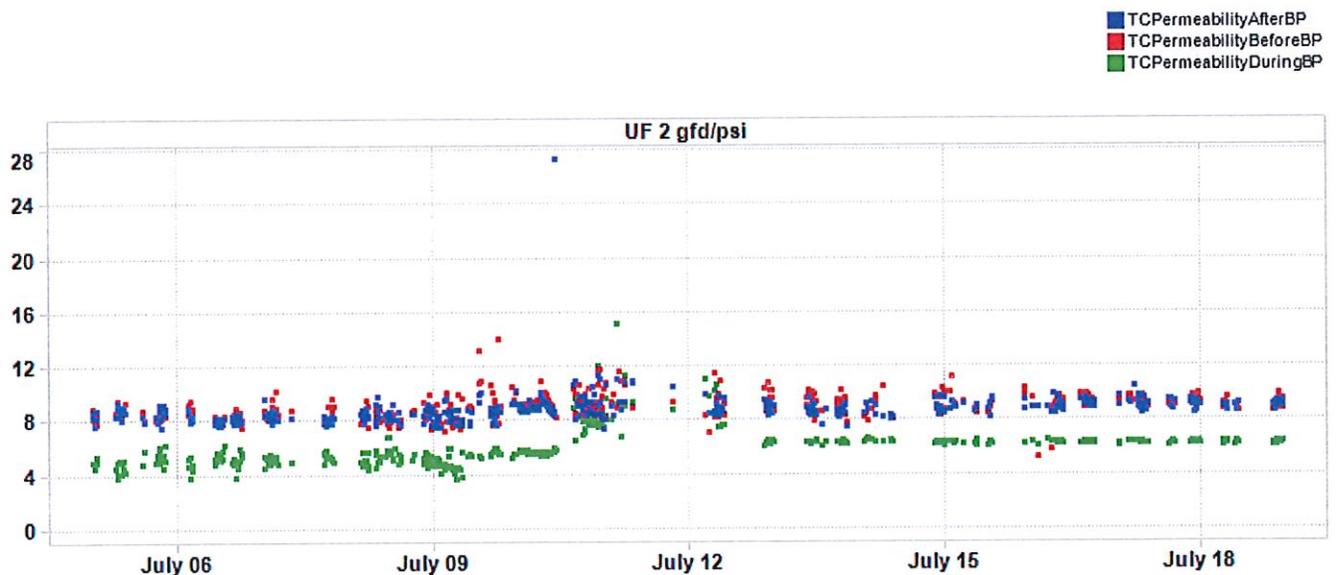
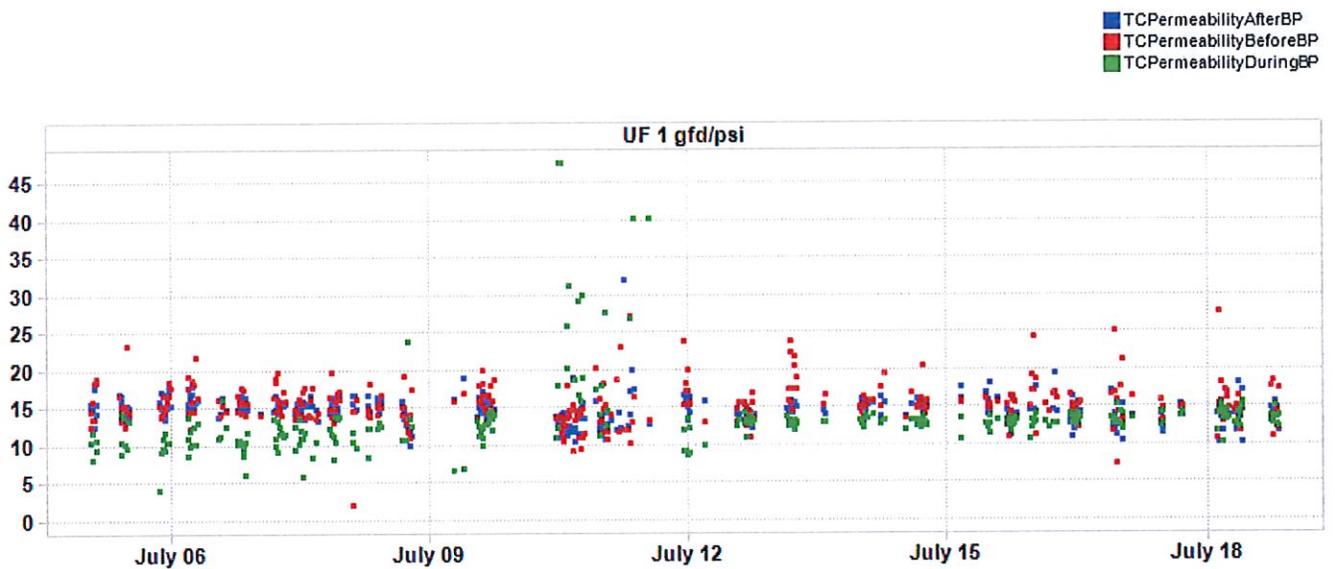




### Plant Summary

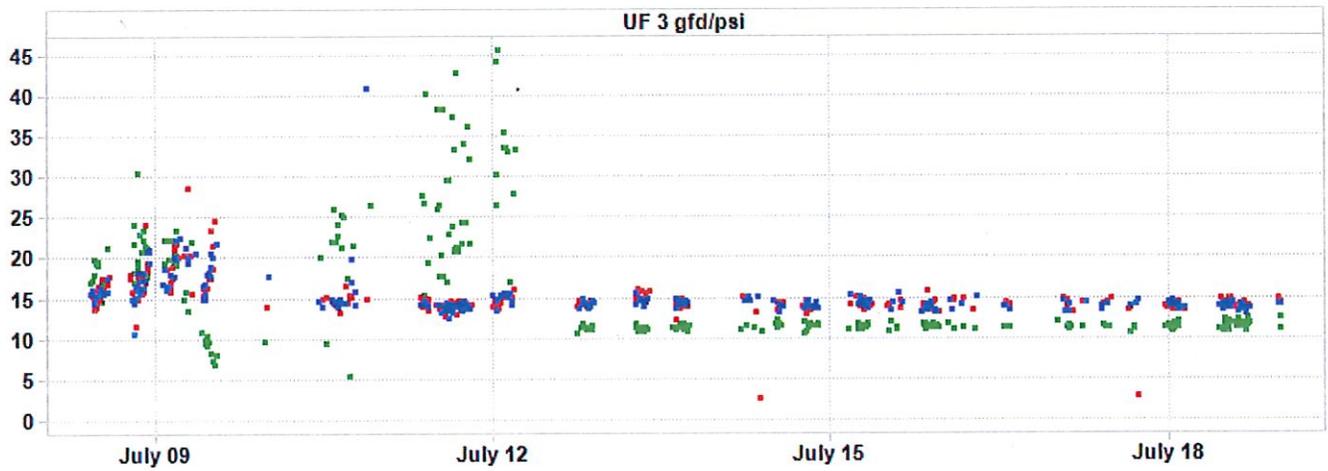
- Plant permeate flow averaged at 302K gals with a peak flow of 508.7K gals
- Membrane performance was more stable and within satisfactory performance ranges once regular maintenance cleans resumed
- UF2 and UF3 was backpulsed at 11 gfd flux and UF1 and UF4 at 18-19 gfd which is less than the recommended minimum of 20 gfd. Please have the backpulse flows adjusted to 20 gfd/ 650 gpm on all the trains
- Production TMPs were <1 psi and backpulse TMPs were <2 psi
- Permeate quality was good at <0.2 NTU. There were a few peaks >0.3 NTU. Please verify readings with a handled and clean and calibrate the turbidimeter if required

### TC Permeability Trends By Train

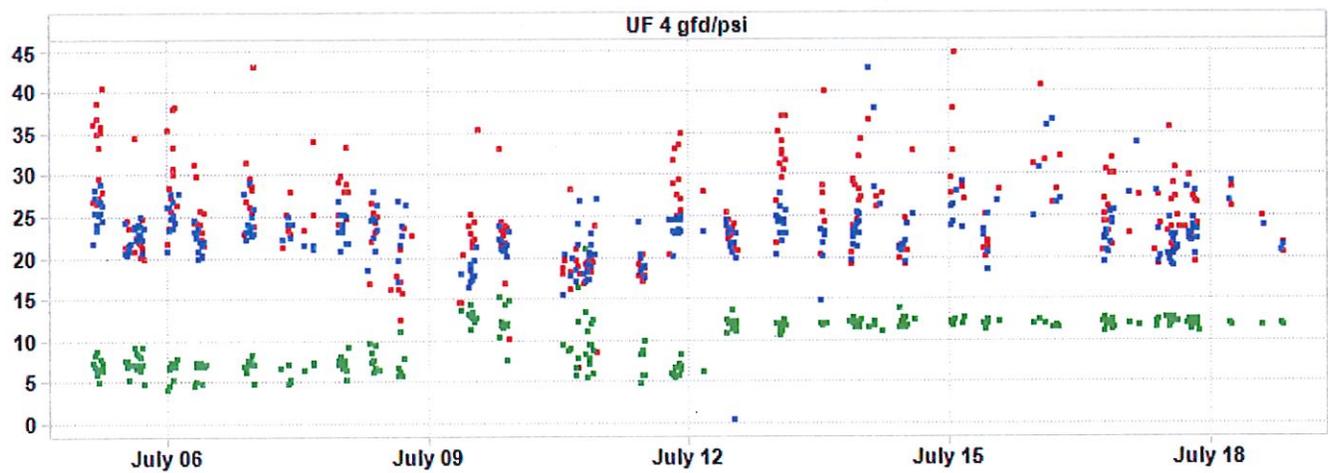




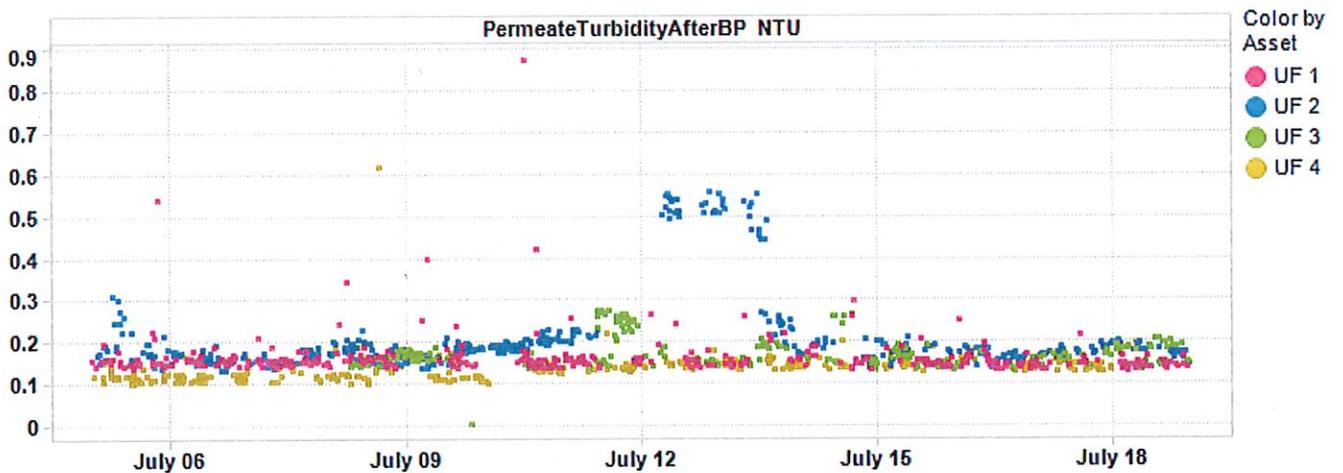
■ TcPermeabilityAfterBP  
■ TcPermeabilityBeforeBP  
■ TcPermeabilityDuringBP



■ TcPermeabilityAfterBP  
■ TcPermeabilityBeforeBP  
■ TcPermeabilityDuringBP

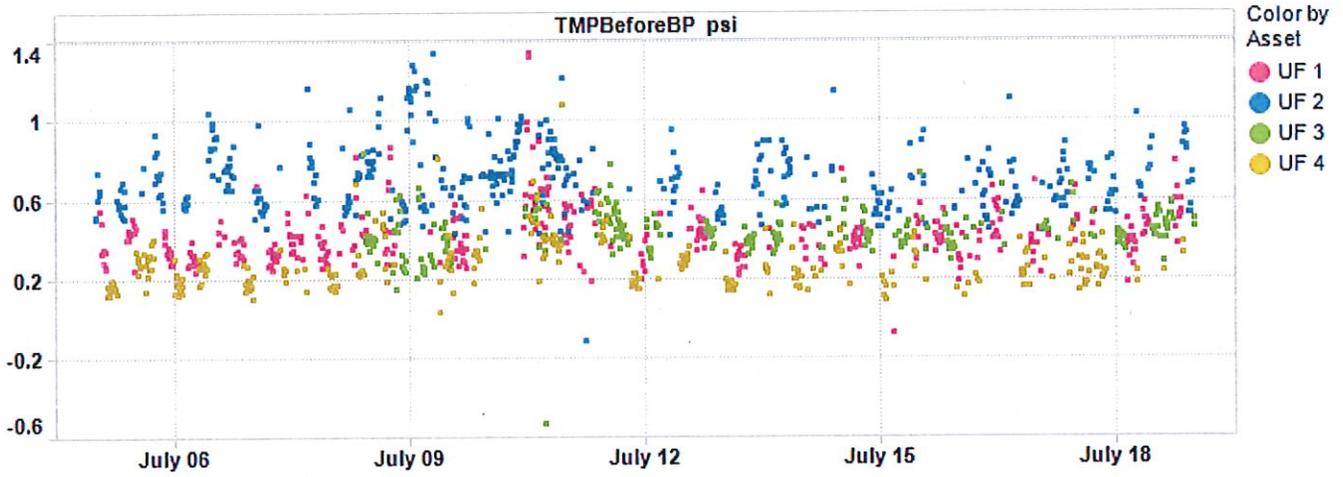


### Permeate Turbidity Trend

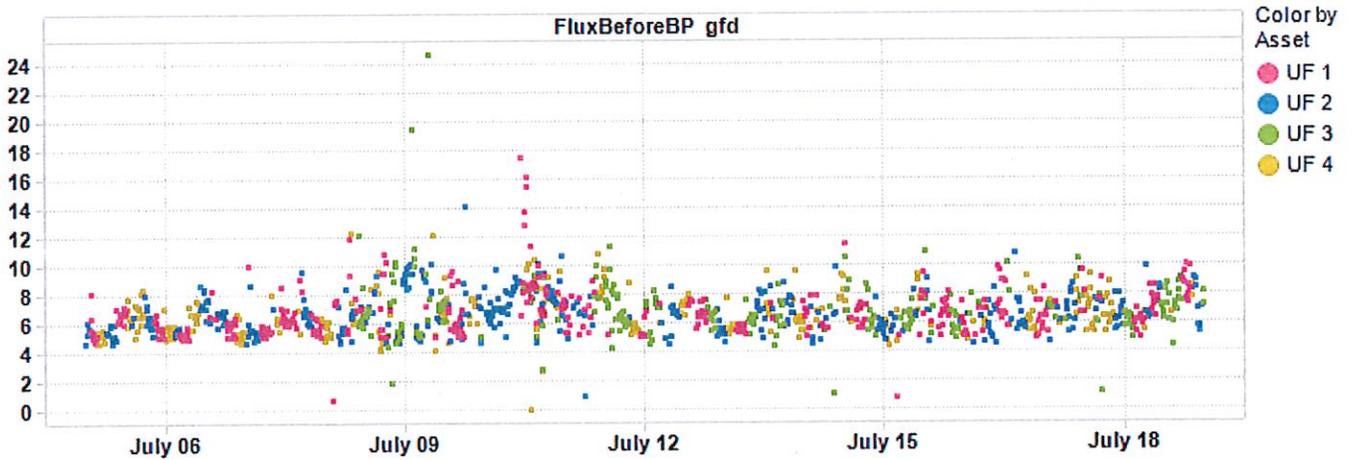




### Before BPTMP Trend

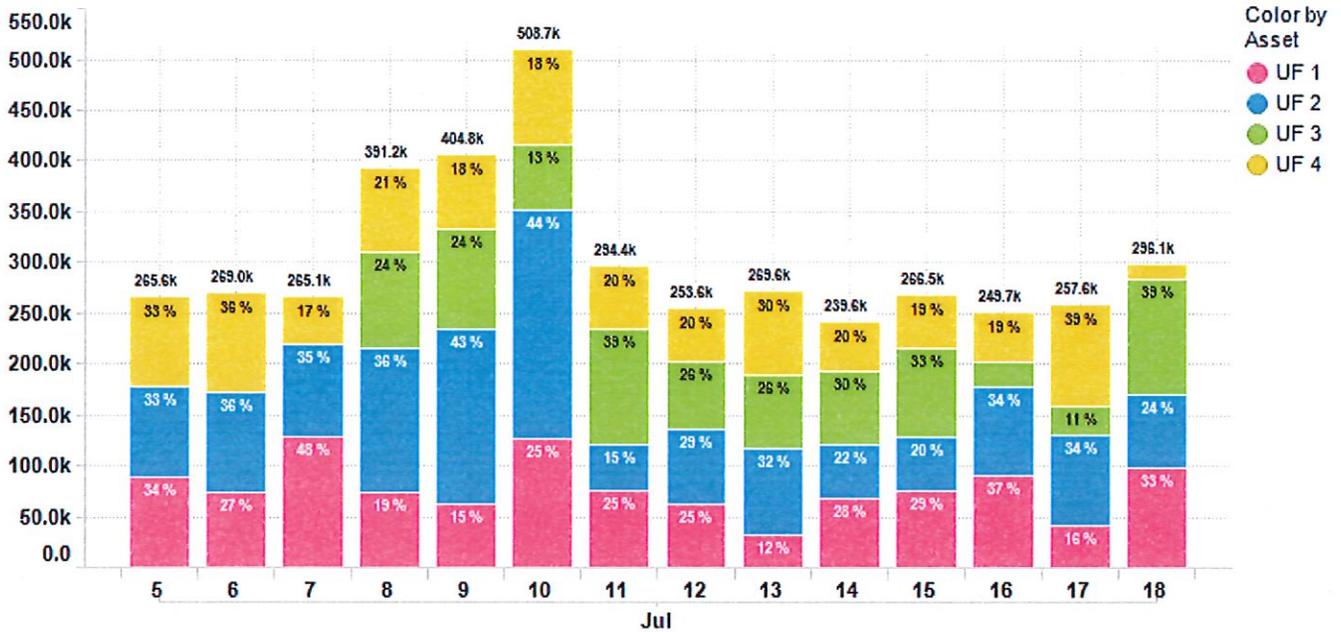


### Before BP Flux Trend





Daily Permeate Flow



Average Daily permeate flow from 7/5/2019 to 7/18/2019 is 302.2k gal with a maximum daily flow of 508.7k gal.

Asset Summary

KPI Parameters	Value/Change	UF 1	UF 2	UF 3	UF 4
FluxBeforeBP gfd	Value	6.75	6.74	6.93	6.62
	Change	-1.32 %	-2.22 %	-2.50 %	4.05 %
PermeateTurbidityAfterBP NTU	Value	0.16	0.21	0.17	0.13
	Change	-9.85 %	19.60 %	-7.62 %	-0.25 %
TCPermeabilityBeforeBP gfd/psi	Value	15.35	8.98	14.90	25.08
	Change	11.12 %	17.93 %	-6.83 %	15.20 %
TMPBeforeBP psi	Value	0.43	0.72	0.43	0.27
	Change	-22.36 %	-30.77 %	-1.55 %	-16.34 %
TotalPermeateFlowDaily gal	Value	78.51k	98.03k	59.53k	66.17k
	Change	-8.72 %	-5.07 %	-34.71 %	4.16 %



**Plant Summary**

KPI Parameters	Value/Change	UF Plant
PermeateTemperature °F	Value	72.47
	Change	5.60 %
TotalPermeateFlowDaily gal	Value	302.25k
	Change	-9.84 %

Contract Expiry Date : 10/26/2019

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

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

# Memo

**To:** Town Council  
**From:** David Tyrrell  
**Date:** September 4, 2019  
**Re:** August 2019 Operations Report

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The water treatment plant complies for August 2019 with its monthly parameters per data available to date. We sent 10.815 MG of water to the distribution system with an average of 0.433 MGD produced on days we operated and a daily max of 0.664 MG.

The mixer has been installed in the Northwest tank completing the repairs, painting, and mixing of the water tanks.

We have continued to evaluate the issue with the WTP finished water flow meter and have called in an additional person to evaluate the unit. We have found where water was able to leak into a rusted through conduit running through the concrete floor and we believe that only the electronics of the flow meter and not the entire unit are in need of replacement. The electronics for this unit are on order.

The Alum tank level sensor has completely failed and a replacement unit is in place. The sensor on the hypo tank has also failed and a unit is ordered for its replacement.

The lighting in the finish pump room was replaced in July. We tried to replace light bulbs we found that the fixtures were rusted and falling apart. Consolidated Electric was contacted and they have replaced all five fixtures in this room with new LED fixtures.

The WTP treatment tanks are starting to delaminate. We have gone in and removed some of the large chunks of rust along tank edges and have coated with a rust converter to attempt to slow the corrosion process.

Operations staff have also painted the carbon room and completed about 115 workorders for the WTP, booster building, and tanks.

Drought Conditions: The river continues to flow near or just below historic averages. There are no concerns for drought at this time.

The wastewater plant complies with its discharge permit for July per data received to date. We treated a total of 10.04 MG with a daily average of 0.32 MGD and a daily max of 0.48 MG.

We have set up an electric sewage sump pump in the north lagoon and are continuing to drain the water from the tank. We have lowered the level in the lagoon an additional foot since the installation of the pump which continues to run 24-hours per day.

We have need of sending two non-potable water rotating assemblies out for rebuild. The first is on a skid awaiting shipment to the repair shop. We also have two flight submersible mixers being sent out for rebuild. While servicing the mixers, we had several of the lifting cables break on the hoist. We were able to retrieve all mixers but one. We are working towards preparing to pump out of the aeration basins to service the diffusers and retrieve the mixer. The second aeration basin will also be drained and the diffusers serviced. This will be the first time for this work to be accomplished since the plant went online in 2012.

The truck loading conveyor in the solids building is starting to break down. We are getting prices for its replacement by the factory.

Operations have completed about 115 workorders for the month of August.

Attached for review are the DMR data reports for the wastewater plant with data received to date, the water plant page 1 operations report for VDH, and the latest membrane condition report from Suez. Please note that the information in the data reports have not been verified at this time.

FLOWS AND CHEMICAL DOSAGES

march 2018.000

No. Connections Served: 1690  
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	Lbs per Day	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	0.520		0.494	16.0	66	3	0.7	6.7	1.54	0.079	0.018	4	0.9		2.6	0.6
2	0.532		0.479	15.5	51	3	0.7	3.6	0.81	0.126	0.028	3.6	0.8		20.2	4.6
3																
4																
5	0.527		0.479	15.5	56	4	1.0	6.6	1.49	0.082	0.019	3.6	0.8		22.7	5.2
6	0.372		0.332	10.8	35	3	1.0	3.4	1.11	0.044	0.014	2.8	0.9		23.0	7.4
7	0.534		0.515	16.0	46	4	1.0	7.0	1.57	0.084	0.019	4.2	0.9		13.8	3.1
8	0.383		0.355	11.5	46	2	0.6	3.4	1.08	0.053	0.017	3.0	1.0		12.9	4.0
9	0.692		0.664	21.5	71	6	1.0	6.5	1.13	0.166	0.029	5.7	1.0		29.6	5.1
10	0.373		0.340	11.0	35	3	0.9	3.4	1.11	0.054	0.017	2.9	0.9		12.0	3.9
11	0.291		0.216	7.0	25	4	1.6	3.7	1.52	0.035	0.014	1.8	0.8		7.0	2.9
12	0.473		0.340	11.0	61	4	1.0	3.3	0.83	0.075	0.019	2.9	0.7		12.0	3.0
13	0.554		0.494	16.0	56	12.1	4	6.7	1.44	0.079	0.017	4.2	0.9		14.0	3.0
14	0.552		0.494	16.0	61	13.2	5	3.6	0.78	0.080	0.017	4.2	0.9		14.0	3.0
15	0.546		0.487	15.5	51	11.1	3	6.7	1.47	0.079	0.017	4.1	0.9		13.5	3.0
16	0.552		0.494	16.0	56	12.1	4	6.7	1.45	0.040	0.009	4.2	0.9		14.0	3.0
17	0.232		0.201	6.5	30	15.7	2	0.2	0.11	0.033	0.017	1.7	0.9		7.0	3.6
18																
19	0.500		0.432	14.0	46	10.9	3	6.9	1.65	0.077	0.018	3.7	0.9		14.0	3.4
20	0.499		0.494	16.0	51	12.2	4	3.2	0.77	0.070	0.017	4.2	1.0		14.0	3.4
21	0.509		0.448	14.5	46	10.7	3	7.0	1.65	0.079	0.019	3.8	0.9		14.0	3.3
22	0.502		0.432	14.0	56	13.3	4	3.2	0.76	0.074	0.018	3.7	0.9		14.0	3.3
23	0.453		0.432	14.0	41	10.7	4	3.5	0.92	0.061	0.016	3.7	1.0		14.0	3.7
24																
25																
26	0.489		0.430	13.9	51	12.5	4	6.6	1.62	0.068	0.017	3.7	0.9		20.1	4.9
27	0.537		0.464	15.0	56	12.5	4	3.6	0.81	0.073	0.016	4.0	0.9		20.1	4.5
28	0.549		0.461	14.9	46	10.0	4	6.7	1.46	0.040	0.009	3.9	0.9		20.2	4.4
29	0.546		0.482	15.6	51	11.1	5	3.5	0.78	0.080	0.018	4.1	0.9		18.0	4.0
30	0.405		0.355	11.5	46	13.5	4	6.5	1.93	0.060	0.018	3.0	0.9		17.9	5.3
31																
Total	12.122	0.000	10.815	349.1	1232	306.6	94	23.5	0.0	0.00	122.3	29.8	91	22.4	0.0	0.00
Maximum	0.692	0.000	0.664	21.5	71	15.7	6	1.6	0.0	0.00	7.0	1.9	6	1.0	0.0	0.00
Minimum	0.232	0.000	0.201	6.5	25	10.0	2	0.6	0.0	0.00	0.2	0.1	2	0.7	0.0	0.00
Average	0.485	0.000	0.433	14.0	49	12.3	4	0.9	#DIV/0!	#DIV/0!	4.9	1.2	4	0.9	#DIV/0!	#DIV/0!

SIGNED: (OPERATOR IN RESPONSIBLE CHARGE) \_\_\_\_\_ RAW WATER SOURCE(S) USED DURING MONTH: (SOURCE/DATES)

PRINTED NAME \_\_\_\_\_  
David A Tyrrell

TITLE: OPERATOR CLASSIFICATION \_\_\_\_\_  
Class 1

DPOR CERTIFICATION NO. \_\_\_\_\_  
1955002813

Shenandoah River - Entire Month

# Berryville STP Monthly DMR Data

August 2019

Date	Effluent Flow	Eff pH	Eff Temp	Eff CBOD	Eff CBOD	Eff TSS	Eff TSS	Eff TSS	Effluent DO River	Effluent DO WWTP	Eff NO2 / NO3	Eff TKN	Eff TKN	Eff Total N
	MGD	SU	Deg C	mg/l	KG/D	mg/l	KG/D	KG/D	mg/l	mg/l	mg/l	mg/l	KG/D	KG/D
8/1/2019	0.32	7.7	16.0	2.00	2.42				8.1	6.9	3.78	0.83	1.01	4.61
8/2/2019	0.31	7.5	25.3						6.7	6.8				
8/3/2019	0.32	7.6	25.7						7.3	7.6				
8/4/2019	0.27	7.7	25.1						7.3	7.1				
8/5/2019	0.26	7.6	25.8						7.9	7.5				
8/6/2019	0.25	7.6	25.7	3.00	2.87				7.9	7.3	3.54	1.11	1.06	4.65
8/7/2019	0.25	7.4	26.0	2.00	1.91				7.8	7.3				
8/8/2019	0.27	7.4	25.9	1.00	1.01				7.8	7.3	3.74	0.96	0.97	4.70
8/9/2019	0.27	7.5	25.8						7.8	7.5				
8/10/2019	0.22	7.3	26.2						6.2	6.8				
8/11/2019	0.20	7.4	25.6						7.1	7.3				
8/12/2019	0.23	7.3	25.4						7.3	7.3				
8/13/2019	0.35	7.5	26.0	4.00	5.28				7.3	7.4	1.54	1.11	1.47	2.65
8/14/2019	0.45	7.9	25.6	0.00	0.00				7.1	7.1				
8/15/2019	0.28	7.3	26.1	0.00	0.00	0.00	0.00	0.00	6.7	6.5	0.98	0.80	0.85	1.78
8/16/2019	0.28	7.3	25.3						7.1	7.1				
8/17/2019	0.30	7.4	26.6						8.1	7.8				
8/18/2019	0.28	7.3	26.6						8.0	7.9				
8/19/2019	0.27	7.4	26.3						7.0	6.8				
8/20/2019	0.25	7.2	26.5						7.8	7.3				
8/21/2019	0.33	7.3	26.6	0.00	0.00				7.4	7.1				
8/22/2019	0.44	7.4	26.4	5.00	8.38				7.3	6.9	0.81	0.71	1.19	1.52
8/23/2019	0.46	7.4	26.7						7.2	6.8				
8/24/2019	0.43	7.2	25.4						7.5	6.6				
8/25/2019	0.43	7.3	25.4						8.9	7.8				
8/26/2019	0.48	7.2	24.4						8.0	7.2				
8/27/2019	0.29	7.4	24.5						7.1	7.4				
8/28/2019	0.47	7.3	24.9						7.6	7.2				
8/29/2019	0.37	7.3	24.5						8.1	7.9				
8/30/2019	0.37	7.3	24.4						7.9	7.5				
8/31/2019	0.34	7.5	25.2						9.5	7.6				
Minimum	0.20	7.2	16.0	0.00	0.00	0.00	0.00	0.00	6.2	6.5	0.81	0.71	0.85	1.52
Maximum	0.48	7.9	26.7	5.00	8.38	0.00	0.00	0.00	9.5	7.9	3.78	1.11	1.47	4.70
Total	10.04	229.9	785.9	17.00	21.88	0.00	0.00	0.00	234.8	224.6	14.39	5.52	6.54	19.91
Average	0.32	7.4	25.4	1.89	2.43	0.00	0.00	0.00	7.6	7.2	2.40	0.92	1.09	3.32
Geo Mean	0.31	7.4	25.3	1.84	2.03	1.00	1.00	1.00	7.5	7.2	1.99	0.9	1.07	3.00

# Berryville STP Monthly DMR Data

August 2019

Date	Eff Total N	Eff Total P	Eff Total P	Eff Total P	E-Coli
	KG/D	KG/D	mg/l	KG/D	
8/1/2019	5.59	0.24		0.29	
8/2/2019					
8/3/2019					
8/4/2019					
8/5/2019					
8/6/2019	4.46	0.27		0.26	1
8/7/2019					
8/8/2019	4.76	0.30		0.30	
8/9/2019					
8/10/2019					
8/11/2019					
8/12/2019					
8/13/2019	3.51	0.55		0.73	1
8/14/2019					
8/15/2019	1.89	0.26		0.28	
8/16/2019					
8/17/2019					
8/18/2019					
8/19/2019					
8/20/2019					
8/21/2019					
8/22/2019	2.55	0.35		0.59	
8/23/2019					
8/24/2019					
8/25/2019					
8/26/2019					
8/27/2019					
8/28/2019					
8/29/2019					
8/30/2019					
8/31/2019					
Minimum	1.89	0.24		0.26	1
Maximum	5.59	0.55		0.73	1
Total	22.76	1.97		2.45	2
Average	3.79	0.33		0.41	1
Geo Mean	3.55	0.31		0.37	1



# Berryville Biweekly InSight Report

**Date:** 8/23/2019

From: Jeny Chacko - SUEZ Water Technologies & Solutions  
To: David Tyrrell, Jeff Cappo - Town of Berryville  
cc: Shawn Addison, Al Farrell, Matthew Stapleford - SUEZ

## System Equipment

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

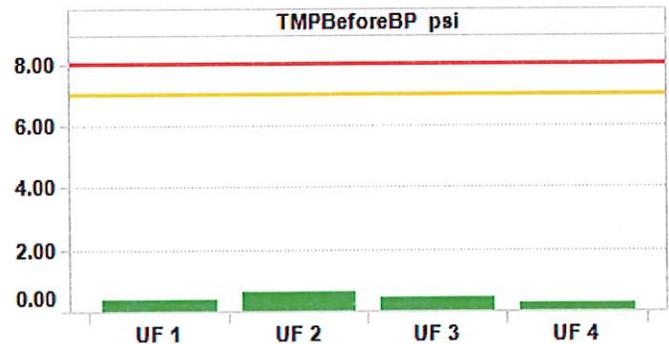
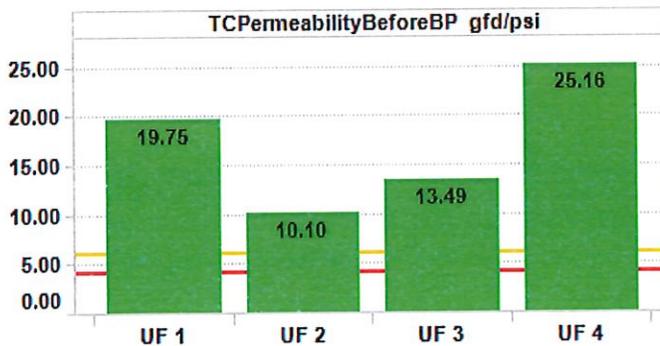
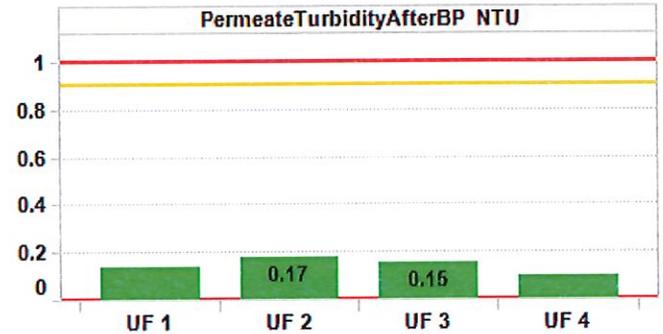
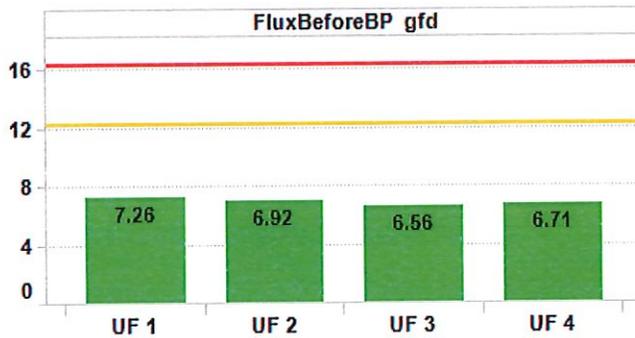
## Cleaning Strategy

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

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

KPI Dashboard – Avg values through reporting period

■ Action Required  
■ Caution  
■ No Limits  
■ Normal

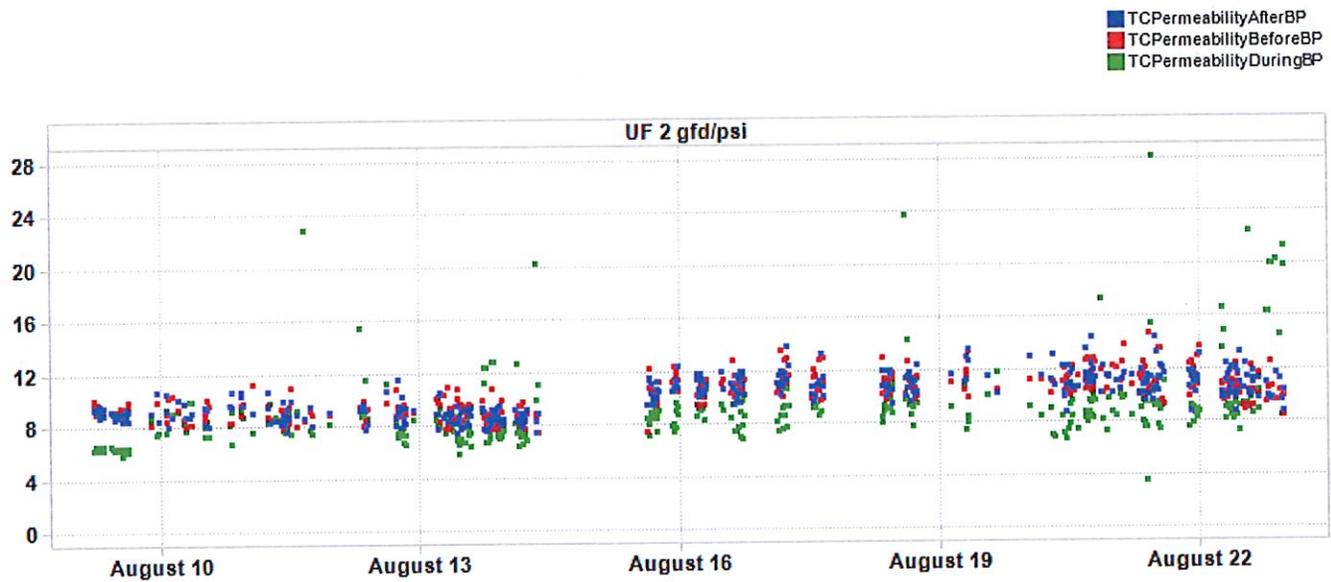
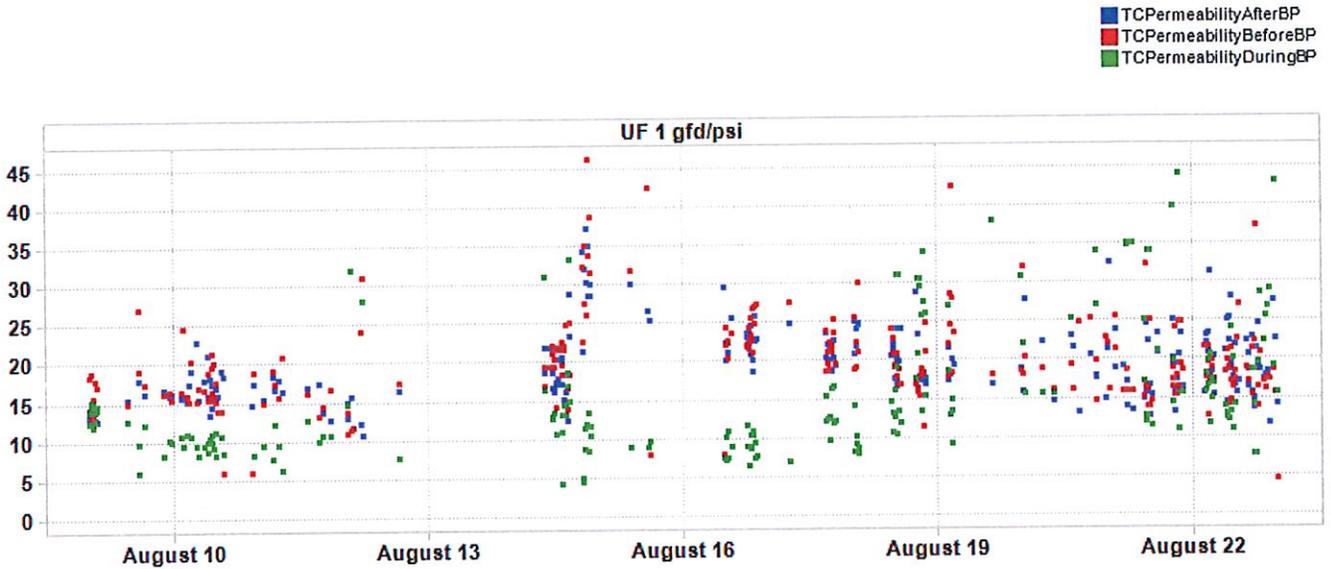




### Plant Summary

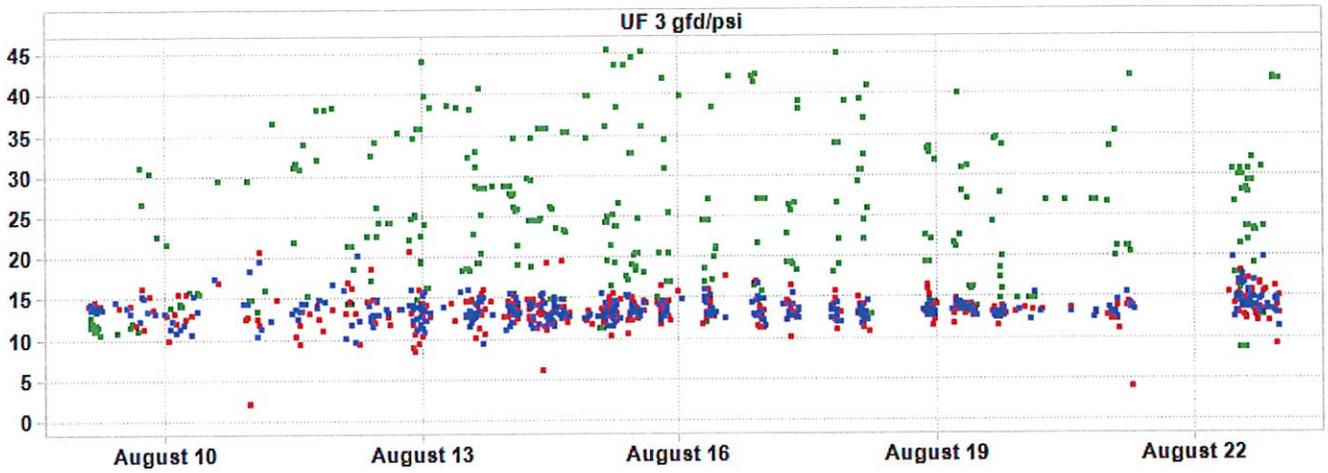
- Production permeability was satisfactory at >9 gfd/psi across all the trains
- Permeability improved by 20-30% on majority of the trains after the recent acid recovery cleans
- Please continue with regular maintenance cleans to maintain current membrane performance
- Trains continued to operate in relax mode and at average production fluxes of 6-7.5 gfd
- Is UF2 permeate turbidimeter offline? Readings were static at 0 NTU majority of the time
- Permeate turbidity readings were ~0.1 NTU from rest of the trains

### TC Permeability Trends By Train

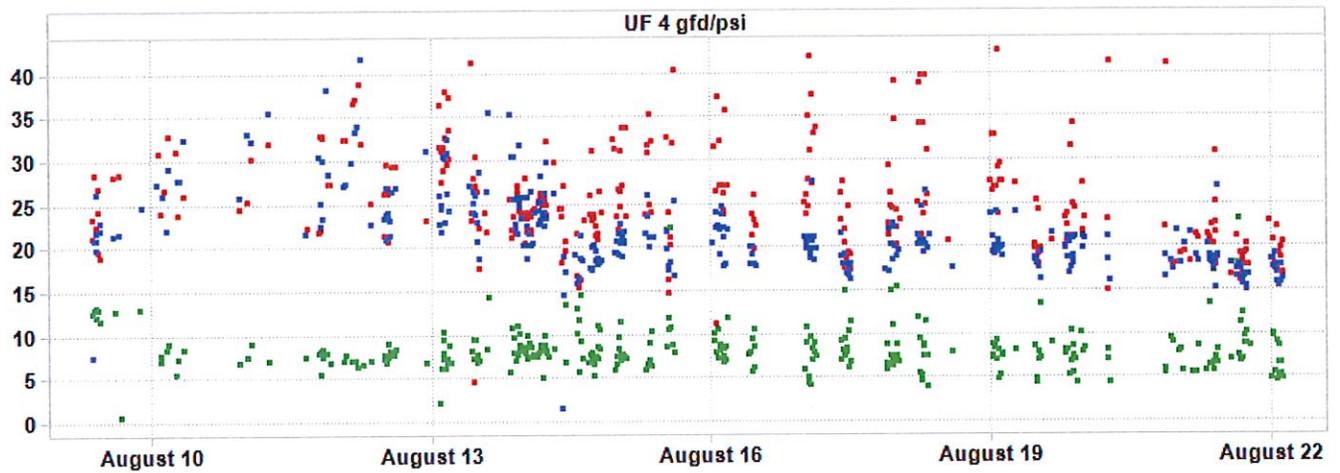




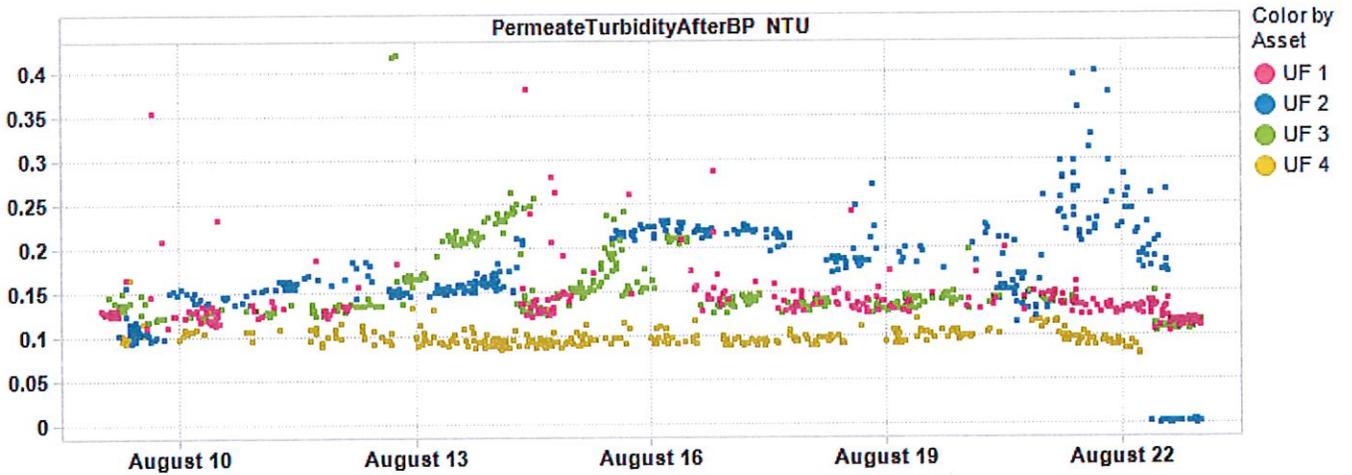
■ TcPermeabilityAfterBP  
■ TcPermeabilityBeforeBP  
■ TcPermeabilityDuringBP



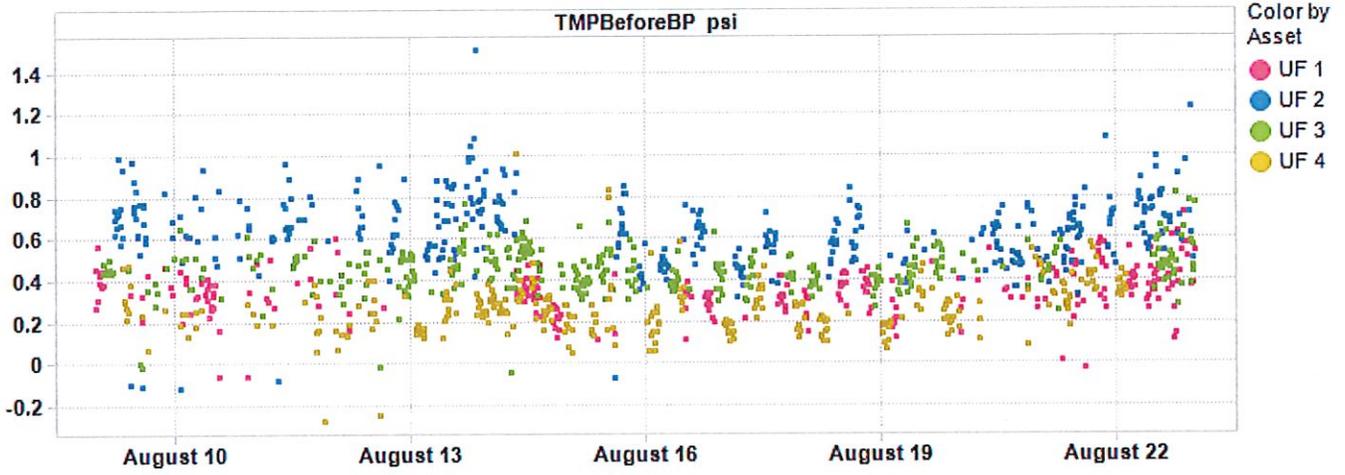
■ TcPermeabilityAfterBP  
■ TcPermeabilityBeforeBP  
■ TcPermeabilityDuringBP



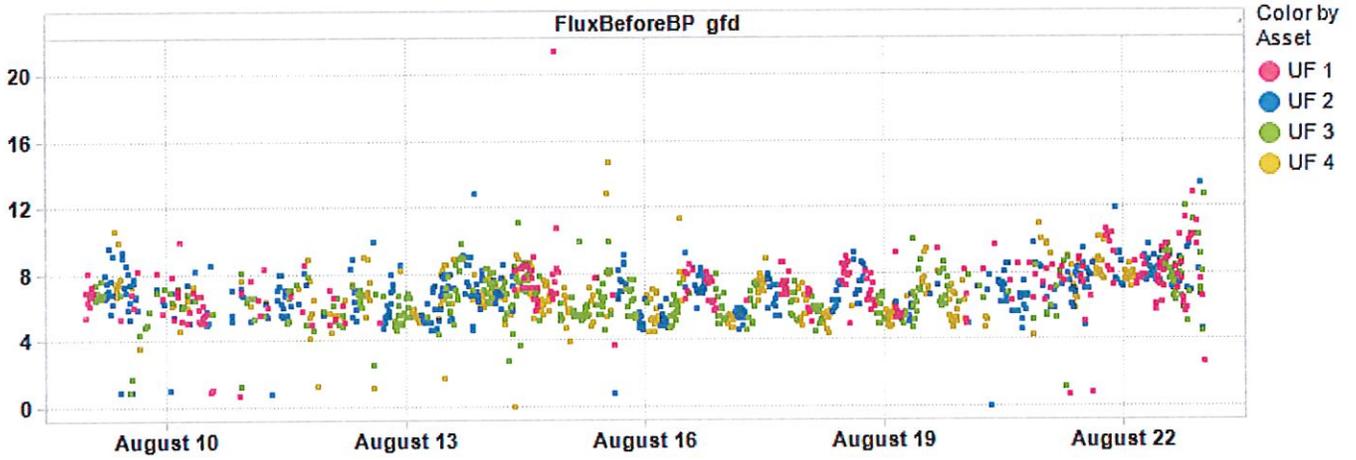
### Permeate Turbidity Trend



### Before BPTMP Trend



### Before BP Flux Trend





Daily Permeate Flow



Average Daily permeate flow from 8/9/2019 to 8/22/2019 is 318.6k gal with a maximum daily flow of 535.0k gal.

Asset Summary

KPI Parameters	Value/Change	UF 1	UF 2	UF 3	UF 4
FluxBeforeBP gfd	Value	7.26	6.92	6.56	6.71
	Change	1.49 %	-2.00 %	-9.52 %	-6.90 %
PermeateTurbidityAfterBP NTU	Value	0.14	0.17	0.15	0.10
	Change	4.81 %	27.98 %	1.63 %	-12.21 %
TCPermeabilityBeforeBP gfd/psi	Value	19.75	10.10	13.49	25.16
	Change	20.39 %	10.07 %	-2.48 %	-0.22 %
TMPBeforeBP psi	Value	0.35	0.64	0.45	0.26
	Change	-26.36 %	-15.08 %	-8.42 %	-6.00 %
TotalPermeateFlowDaily gal	Value	65.04k	91.50k	83.27k	78.77k
	Change	-19.99 %	24.75 %	4.88 %	4.09 %



**Plant Summary**

KPI Parameters	Value/Change	UF Plant
PermeateTemperature °F	Value	74.28
	Change	1.59 %
TotalPermeateFlowDaily gal	Value	318.58k
	Change	5.32 %

Contract Expiry Date : 10/26/2019

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

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

# Police Department



# Berryville Police Department

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

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

W. Neal White – Chief of Police

## MEMO

**DATE: 09/04/2019**

**TO: Town Council**

**FROM: Chief W. Neal White**

**CC:**

**RE: Police Department Monthly Report – 09/10/2019**

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### Monthly Activity Report

The activity reports for the months of July and August 2019 are attached to this memo.

### Public Safety Committee

The Public Safety Committee did not meet in August. The next scheduled meeting for the Committee is September 25, 2019 at 2:00 pm in the A/B meeting room.

### Action Items

The Public Safety Committee has reviewed regulations, forms, and ordinances associated with Special Events and Demonstrations. These items have also been reviewed by legal counsel and are included tonight for adoption consideration.

### Community Events

The department hosted National Night Out in Rose Hill Park on August 6, 2019. The event was well attended and supported by many local merchants and organizations. I would like to specifically recognize Officer Joe Shoremount for again organizing the event and putting forth a lot of effort to make it a success.

The End of Summer Cruise In, sponsored by Berryville Main Street, took place on August 24, 2019. This event required the closure of Main Street in the downtown corridor which is a big undertaking for the police department and public works. As a result of continual planning and preparation the event was a well-executed success and provided the department a blueprint for future events that require the closure of Main Street for an extended period of time.



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## **Officer Recognition**

On August 2, 2019 Officer Joseph Shoremount was dispatched to assist EMS with a call for difficulty breathing in the Battlefield Subdivision. Due to large call volume at the time, there were no available EMS units from Clarke County available for immediate response and Officer Shoremount was first to arrive on the scene. The patient rapidly decompensated and went into cardiac arrest while Shoremount was administering first aid. Shoremount reacted quickly and began CPR and continued until EMS units arrived. Upon their arrival a pulse had been regained and the patient was transported to the Winchester Medical Center and ultimately released back home. I would like to take this opportunity to recognize Officer Joe Shoremount for his rapid response and intervention which was responsible for a successful outcome under extraordinary circumstances.



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### Police and Security Report

	Year To Date	August	July
Month: August	2019	2019	2019
Year: 2019			
<b><u>Complaints Answered</u></b>			
911 Hang Up:	7	2	2
Alarms:	138	19	18
Animal Complaint:	108	12	12
Assault and Battery:	4	0	2
Assist County:	17	5	0
Auto Larceny:	0	0	0
Burglary:	2	0	1
Civil Complaints:	46	6	6
Disturbance:	19	4	1
Domestic Disturbance:	13	1	3
Drunk In Public:	7	1	0
Forgery & Uttering:	0	0	0
Fraud:	15	1	2
Larceny:	25	5	3
Harassment/Intimidation:	33	5	6
Homicide:	0	0	0
Juvenile Related:	21	1	2
Noise:	43	4	7
Public Service:	8	1	0
Rape:	0	0	0
Robbery:	1	0	0
Runaway:	0	0	0
Shoplifting:	0	0	0
Suspicious Activity:	98	17	12
Trespassing:	5	1	1
Vandalism:	23	0	6
Welfare Check:	92	13	11
Mental Health Crisis	60	5	6
Miscellaneous Complaints:	778	109	94
<b>Total Complaints Answered:</b>	<b>1563</b>	<b>212</b>	<b>195</b>



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## Police and Security Report (Continued)

	Year To Date	August	July
	2019	2019	2019
<b><u>Traffic</u></b>			
Accidents Investigated:	30	3	6
Assist Motorist:	1	0	0
Child Safety Seat Install:	13	4	0
Funeral Escort:	20	6	4
Hit & Run:	0	0	0
Parking Tickets:	585	44	40
Traffic Warnings:	257	25	24
<b><u>Traffic Summons Issued</u></b>			
Defective Equipment:	0	0	0
Driving Suspended:	6	0	3
Expired Inspection:	48	8	6
Expired Registration:	14	0	3
Fail to Obey Highway Sign:	48	7	0
Fail to Obey Traffic Signals:	6	2	0
Fail to Stop/Lights & Siren:	0	0	0
Fail to Yield Right of Way:	5	1	0
Hit and Run:	0	0	0
No Liability Insurance:	0	0	0
No Operator's License:	9	0	1
No Seat Belt:	0	0	0
Reckless Driving:	7	3	1
Speeding:	114	5	20
Miscellaneous Summons:	25	6	5
<b>Total Traffic Summons Issued:</b>	<b>282</b>	<b>32</b>	<b>39</b>
<b><u>Found Open at Businesses in Town</u></b>			
Doors:	11	3	0
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	August	July
	2019	2019	2019
<b><u>Criminal Arrests Made</u></b>			
Abduction:	0	0	0
Arson:	0	0	0
Assault and Battery:	6	0	0
Assault and Battery on Police Officer:	0	0	0
Auto Larceny:	0	0	0
Breaking and Entering:	0	0	0
Capias:	2	0	0
Disorderly Conduct:	0	0	0
Driving While Intoxicated:	5	0	3
Drunk In Public:	8	0	0
Fail to Obey Police Officer:	0	0	0
Fail to Pay Parking Ticket:	8	7	0
Forgery:	0	0	0
Fraud:	2	0	0
Grand Larceny:	0	0	0
Homicide:	0	0	0
Illegal Drugs/Paraphernalia:	11	3	1
Petty Larceny:	0	0	0
Possess Alcohol Underage:	4	0	4
Protective Order Violations:	1	1	0
Rape:	0	0	0
Resisting Arrest:	1	1	0
Robbery:	0	0	0
Shoplifting:	0	0	0
Trespassing:	0	0	0
Vandalism:	1	1	0
Weapons Violation:	0	0	0
Miscellaneous Criminal Arrests:	24	2	6
<b>Juvenile Detention Order Totals:</b>	0	0	0
<b>Total Criminal Arrests:</b>	73	15	14



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W. Neal White – Chief of Police

### Police and Security Report

	Year To Date	July	June
Month: July	2019	2019	2019
Year: 2019			
<b><u>Complaints Answered</u></b>			
911 Hang Up:	5	2	0
Alarms:	119	18	10
Animal Complaint:	96	12	19
Assault and Battery:	4	2	1
Assist County:	12	0	2
Auto Larceny:	0	0	0
Burglary:	2	1	0
Civil Complaints:	40	6	0
Disturbance:	15	1	2
Domestic Disturbance:	12	3	0
Drunk In Public:	6	0	0
Forgery & Uttering:	0	0	0
Fraud:	14	2	1
Larceny:	20	3	3
Harassment/Intimidation:	28	6	4
Homicide:	0	0	0
Juvenile Related:	20	2	7
Noise:	39	7	6
Public Service:	7	0	0
Rape:	0	0	0
Robbery:	1	0	0
Runaway:	0	0	0
Shoplifting:	0	0	0
Suspicious Activity:	81	12	11
Trespassing:	4	1	1
Vandalism:	23	6	2
Welfare Check:	79	11	12
Mental Health Crisis	55	6	7
Miscellaneous Complaints:	669	94	103
<b>Total Complaints Answered:</b>	<b>1351</b>	<b>195</b>	<b>191</b>



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W. Neal White – Chief of Police

## Police and Security Report (Continued)

	Year To Date	July	June
	2019	2019	2019
<b><u>Traffic</u></b>			
Accidents Investigated:	27	6	2
Assist Motorist:	1	0	0
Child Safety Seat Install:	9	0	2
Funeral Escort:	14	4	3
Hit & Run:	0	0	0
Parking Tickets:	541	40	38
Traffic Warnings:	232	24	21
<b><u>Traffic Summons Issued</u></b>			
Defective Equipment:	0	0	0
Driving Suspended:	6	3	0
Expired Inspection:	40	6	4
Expired Registration:	14	3	1
Fail to Obey Highway Sign:	41	0	7
Fail to Obey Traffic Signals:	4	0	0
Fail to Stop/Lights & Siren:	0	0	0
Fail to Yield Right of Way:	4	0	0
Hit and Run:	0	0	0
No Liability Insurance:	0	0	0
No Operator's License:	9	1	0
No Seat Belt:	0	0	0
Reckless Driving:	4	1	1
Speeding:	109	20	16
Miscellaneous Summons:	19	5	3
<b>Total Traffic Summons Issued:</b>	<b>250</b>	<b>39</b>	<b>32</b>
<b><u>Found Open at Businesses in Town</u></b>			
Doors:	8	0	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
	2019	2019	2019
<b><u>Criminal Arrests Made</u></b>			
Abduction:	0	0	0
Arson:	0	0	0
Assault and Battery:	6	0	1
Assault and Battery on Police Officer:	0	0	0
Auto Larceny:	0	0	0
Breaking and Entering:	0	0	0
Capias:	2	0	1
Disorderly Conduct:	0	0	0
Driving While Intoxicated:	5	3	0
Drunk In Public:	8	0	2
Fail to Obey Police Officer:	0	0	0
Fail to Pay Parking Ticket:	1	0	0
Forgery:	0	0	0
Fraud:	2	0	0
Grand Larceny:	0	0	0
Homicide:	0	0	0
Illegal Drugs/Paraphernalia:	8	1	1
Petty Larceny:	0	0	0
Possess Alcohol Underage:	4	4	0
Protective Order Violations:	0	0	0
Rape:	0	0	0
Resisting Arrest:	0	0	0
Robbery:	0	0	0
Shoplifting:	0	0	0
Trespassing:	0	0	0
Vandalism:	0	0	0
Weapons Violation:	0	0	0
Miscellaneous Criminal Arrests:	22	6	1
<b>Juvenile Detention Order Totals:</b>	0	0	0
<b>Total Criminal Arrests:</b>	58	14	6

# Community Development Department

# Planning and Community Development

## *Action Items*

Public Hearing – Home Occupation

Public Hearing – Rezoning

Public Hearing – TAP Grant Application / Resolution of Support

CCFM – additional markets

## **September 10, 2019**

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### **Planning Commission**

The Planning Commission held meetings on Tuesday, July 23 and Tuesday, August 27, 2019. They held public hearings for a Home Occupation and for a rezoning of Phase V of the Hermitage subdivision at their July meeting. They have recommended action on both items which are the subject of two public hearings at this meeting. Full staff reports on each request are included in this agenda packet.

Their next meeting is scheduled for Tuesday, September 24, 2019 at 7:30pm.

### **Berryville Area Development Authority**

The BADA held a meeting on Wednesday, August 28, 2019. They set a public hearing for the following request:

**D.R. Horton, Inc. (Patrick J. Williams, Agent) is requesting final subdivision plat approval for the creation of 82 single-family residential lots on 41.2046 acres on Tax Map Parcel number 14-A-96 zoned DR-2 Residential located in the Town of Berryville. MASD 01-19**

Their next meeting is scheduled for Wednesday, September 25, 2019 at 7:00pm.

### **Architectural Review Board**

The ARB did not meet in August or September. Their next meeting is scheduled for Wednesday, October 2, 2019 at 12:30pm.

### **Tree Board**

The Tree Board will be meeting on Wednesday, September 4, 2019 at 7:30pm.

### **Board of Zoning Appeals**

The BZA has not held a meeting since the last Council meeting.

**BERRYVILLE TOWN COUNCIL**

**Clarke County Farmers' Market Request for Additional Markets  
September 10, 2019**

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Staff has been discussing the addition of one or two markets after the end of the regular season (October 26, 2019). Last year, the Christmas Market was held on the same day as the Christmas parade. Executive Committee members said the complexity of closing the streets for the parade, conflicts with vendor set up, and the need for parking at the Rixey Moore parking lot resulted in fewer attendees than anticipated.

This year they would like to do one market on Small Business Saturday (Saturday, November 30, 2019). The Christmas parade is scheduled for Saturday, December 7, 2019. Depending on level of participation from vendors, they may want to have a second market prior to the holidays.

Staff has not identified any Saturday conflicts in November and December other than the Christmas parade.

**Recommendation**

Approve as presented. A motion follows this report.

**BERRYVILLE TOWN COUNCIL**

**MOTION TO APPROVE ADDITIONAL MARKETS FOR THE  
CLARKE COUNTY FARMERS' MARKET**

Date: September 10, 2019

Motion By:

Second By:

I move that the Council of the Town of Berryville allow up to two (2) additional Saturday markets in the Rixey Moore parking lot between the end of their season (October 31) and Christmas.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

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Harry Lee Arnold, Jr., Recorder

# Admin. and Finance Department

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**FINANCE AND ADMINISTRATION STAFF REPORT**

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**TO:** TOWN COUNCIL  
**FROM:** DESIREE MORELAND, TREASURER  
**SUBJECT:** MONTHLY REPORTS  
**DATE:** 8/27/2019  
**CC:** KEITH DALTON, TOWN MANAGER

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**A/P Check Listing**

Checks issued in July 2019.

**ACH Transactions**

Transactions for July 2019.

**Bank of America/P-Card Statement**

June 2019 P-Card Purchases that were paid on July 23, 2019.

## A/P Check Listing

Vendor Range - 4IMPRINT, INC.' - 'ZENON ENVIRONMENTAL CORPORATION

Date From - 7/1/2019 Date To - 7/31/2019

Town of Berryville  
08/05/2019 10:58 AM

Page: 1 of 3

Check Number	Bank	Vendor	Date	Amount
5509	1	Bureau for Child Support Enforcement	07/12/2019	\$875.00
5510	1	CENTRIC BUSINESS SYSTEMS INC	07/12/2019	\$1,303.29
5511	1	CLARKE COUNTY FARMERS MARKET	07/12/2019	\$75.00
5512	1	Commercial Press Inc	<b>VOIDED</b> 07/12/2019	\$119.95
5513	1	Douglas A. Shaffer	07/12/2019	\$75.00
5514	1	H. Allen Kitselman	07/12/2019	\$75.00
5515	1	Hall, Monahan, Engle, Mahan & Mitchell	07/12/2019	\$410.00
5516	1	IAN CERNETICH	07/12/2019	\$123.40
5517	1	Keith Dalton	07/12/2019	\$50.00
5518	1	Michelle M. Jones	07/12/2019	\$1,820.00
5519	1	Minnesota Life Insurance Co.	07/12/2019	\$181.62
5520	1	Nationwide Retirement Solutions	07/12/2019	\$645.00
5521	1	NORFOLK SOUTHERN CORPORATION	07/12/2019	\$1,093.97
5522	1	RIDERSVILLE CYCLE, LLC	07/12/2019	\$8,145.00
5523	1	RIOS URETA NICHOLAS D 7107	07/12/2019	\$169.40
5524	1	Treas Association of Virginia	07/12/2019	\$175.00
5525	1	Treasurer of Frederick County	07/12/2019	\$5,021.82
5526	1	Trips Auto & Camper Sales	07/12/2019	\$75.00
5527	1	Virginia Resources Authority	07/12/2019	\$235,000.00
5528	1	VRSA Virginia Risk Sharing Association	07/12/2019	\$117,149.00
5529	1	Waterloo Electric Service, LLC	07/12/2019	\$1,512.56
5530	1	ANDERSON'S NURSERY & GARDEN CENTER	07/19/2019	\$825.00
5531	1	Barns of Rose Hill	07/19/2019	\$891.11
5532	1	Broy & Son Pump Service, Inc	07/19/2019	\$6,258.85
5533	1	CHRISTOPHER HUNTER URBAN	07/19/2019	\$115.00
5534	1	CIVICPLUS	07/19/2019	\$9,850.00
5535	1	Commercial Press Inc	07/19/2019	\$204.45
5536	1	CORE & MAIN LP	07/19/2019	\$3,325.00
5537	1	DUNNING FAMILY LIMITED	07/19/2019	\$93.98
5538	1	JAMES HENRY LLOYD	07/19/2019	\$225.00

# A/P Check Listing

Vendor Range - 4IMPRINT, INC.' - 'ZENON ENVIRONMENTAL CORPORATION  
Date From - 7/1/2019 Date To - 7/31/2019

Town of Berryville  
08/05/2019 10:58 AM

Page: 3 of 3

Check Number	Bank	Vendor	Date	Amount
		Checks		Total
501		\$170,912.64		\$170,912.64
502		\$262,861.25		\$262,861.25
Totals:		\$726,344.12	\$784.15	\$725,559.97

ACH Transactions

Date From - 7/1/2019 Date To - 7/31/2019

Town of Berryville

Description	Date	Amount
Virginia Retirement System	7/10/2019	\$ 22,633.89
Payroll Transfer - BW Non Exempt	7/12/2019	\$ 31,553.79
Payroll Transfer - BW Non Exempt	7/16/2019	\$ 34.96
US Treasury - Payroll Taxes	7/12/2019	\$ 10,327.50
US Treasury - Payroll Taxes	7/16/2019	\$ 6.12
ICMA-RC VRS Hybrid	7/12/2019	\$ 501.76
Payroll Transfer - Town Council	7/9/2019	\$ 1,454.49
US Treasury - Payroll Taxes	7/9/2019	\$ 241.02
US Bank - Copier Lease	7/25/2019	\$ 1,775.75
Mansfield - Fuel Card Due	7/15/2019	\$ 939.09
Mansfield - Fuel Card Due	7/31/2019	\$ 820.59
Payroll Transfer - SM Exempt	7/15/2019	\$ 13,952.33
US Treasury - Payroll Taxes	7/15/2019	\$ 5,334.61
Treas of WV - Payroll Taxes	7/15/2019	\$ 405.00
Comp of MD - Payroll Taxes	7/15/2019	\$ 72.00
Treas of VA - Payroll Taxes	7/15/2019	\$ 2,473.00
Treas of VA - VEC	7/17/2019	\$ 18.30
Payroll Transfer - BW Non Exempt	7/26/2019	\$ 31,837.53
US Treasury - Payroll Taxes	7/26/2019	\$ 10,372.88
ICMA-RC VRS Hybrid	7/26/2019	\$ 501.78
Lincoln Financial - Disability Insurance	7/10/2019	\$ 758.52
Anthem	7/12/2019	\$ 26,687.00
Payroll Transfer - SM Exempt	7/31/2019	\$ 13,952.33
US Treasury - Payroll Taxes	7/31/2019	\$ 5,334.61
US Treasury - IRS 720	7/26/2019	\$ 112.33
Proffers Transfer - JHEVFD	7/31/2019	\$ 150,000.00
Treas of WV - Payroll Taxes	7/31/2019	\$ 460.00
Comp of MD - Payroll Taxes	7/31/2019	\$ 83.00
Treas of VA - Payroll Taxes	7/31/2019	\$ 2,426.00
		\$ 335,070.18



BERRYVILLE TOWN OF  
 DESIRÉE MORELAND  
 XXXX-XXXX-XXXX-  
 June 01, 2019 - June 30, 2019

**Purchasing Card**

**Company Statement**

Account Information	Payment Information	Account Summary
<b>Mail Billing Inquiries to:</b> BANKCARD CENTER PO BOX 982238 EL PASO, TX 79998-2238  <b>Customer Service:</b> 1.888.449.2273 24 Hours  <b>TTY Hearing Impaired:</b> 1.800.222.7365 24 Hours  <b>Outside the U.S.:</b> 1.509.353.6656 24 Hours  <b>For Lost or Stolen Card:</b> 1.888.449.2273 24 Hours	Statement Date ..... 06/30/19 Payment Due Date ..... 07/23/19 Days in Billing Cycle ..... 30 Credit Limit ..... \$500,000 Cash Limit ..... \$0 <b>Total Payment Due ..... \$78,622.22</b>	Previous Balance ..... \$101,060.17 Payments ..... -\$101,060.17 Credits ..... -\$119.95 Cash ..... \$0.00 Purchases ..... \$78,742.17 Other Debits ..... \$0.00 Overlimit Fee ..... \$0.00 Late Payment Fee ..... \$0.00 Cash Fees ..... \$0.00 Other Fees ..... \$0.00 Finance Charge ..... \$0.00 <b>Current Balance ..... \$78,622.22</b>

**Important Messages**  
 Please do not send payment. Your automatic payment is scheduled to be credited to this account on 07/23/19.

**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	6,803.48	6,803.48
BOOTH, KEVIN XXXX-XXXX-XXXX- 1,000	0.00	0.00	51.84	51.84

0106017 7862222 7862222 4715291201837237

Account Number: XXXX-XXXX-XXXX-  
 June 01, 2019 - June 30, 2019

**Total Payment Due ..... \$78,622.22**  
**Payment Due Date ..... 07/23/19**

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

\*\*N0011202

5499900 1 1:0005 1 20 1837237



**Cardholder Activity Summary**

Account Number	Credits	Cash	Purchases and Other Debits	Total Activity
<b>BUSSERT, ERNIE</b> XXXX-XXXX-XXXX 500	0.00	0.00	158.93	158.93
<b>DUNKLE, CHRISTY</b> XXXX-XXXX-XXXX 500	0.00	0.00	500.00	500.00
<b>ELLIOTT, RALPH</b> XXXX-XXXX-XXXX 5,000	0.00	0.00	242.93	242.93
<b>GARNER, SEAN</b> XXXX-XXXX-XXXX 500	0.00	0.00	2.53	2.53
<b>HALTERMAN, HEATHER</b> XXXX-XXXX-XXXX 15,000	0.00	0.00	10,101.80	10,101.80
<b>JOHNSON, KAREN</b> XXXX-XXXX-XXXX 1,000	0.00	0.00	328.02	328.02
<b>LINK, BRIAN</b> XXXX-XXXX-XXXX 1,000	0.00	0.00	159.13	159.13
<b>MCCORMICK, HARRY</b> XXXX-XXXX-XXXX 500	0.00	0.00	318.47	318.47
<b>MORELAND, DESIREE</b> XXXX-XXXX-XXXX 50,000	0.00	0.00	36,773.67	36,773.67
<b>STON, RUSTY</b> XXXX-XXXX-XXXX 500	0.00	0.00	377.21	377.21
<b>STOVER, KEITH</b> XXXX-XXXX-XXXX 1,000	0.00	0.00	707.53	707.53
<b>TYRRELL, DAVE</b> XXXX-XXXX-XXXX 20,000	119.95	0.00	18,361.44	18,241.49
<b>WHITE, NEAL</b> XXXX-XXXX-XXXX 15,000	0.00	0.00	3,855.19	3,855.19

**Transactions**

Posting Date	Transaction Date	Description	Reference Number	MCC	Charge	Credit	Total Activity
<b>BERRYVILLE TOWN OF</b>							<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-							<b>-\$101,060.17</b>
06/25	06/25	AUTO PAYMENT DEDUCTION		0071			101,060.17
<b>BOOR, RICK</b>							<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-							<b>6,803.48</b>
06/06	06/05	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979157091403000165	5251	58.72		
06/07	06/05	PMSI WINCHESTER 2 703-723-2899 VA	24632699157500629438867	7342	74.00		
06/10	06/07	THE BLOSSMAN COMPANIES IN228-872-8932 MS	24247609158300577571602	5983	76.50		
06/10	06/09	WM SUPERCENTER #3344 WINCHESTER VA	24445009161400151964922	5411	285.78		
06/10	06/09	WM SUPERCENTER #3344 WINCHESTER VA	24445009161400151965002	5411	461.68		
06/13	06/11	GRIFFITH ENERGY SERVIC 410-956-3000 MD	24258029163017035178289	5983	2,392.28		
06/18	06/17	JOHNNY BLUE, INC. 540-6650968 VA	24003419168900010932521	7394	82.00		
06/20	06/18	WINCHESTER BUILDING SUPP 540-667-2301 VA	24323009170754156463892	1771	1,630.13		
06/25	06/24	LOWES #02724* WINCHESTER VA	24692169175100107858907	5200	1,742.39		
<b>BOOTH, KEVIN</b>							<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-							<b>51.84</b>
3	06/12	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979164091407000048	5251	46.96		
06/19	06/18	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979170091409000105	5251	4.88		
<b>BUSSERT, ERNIE</b>							<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-							<b>158.93</b>
06/05	06/04	JNO. S SOLENBERGER AND C WINCHESTER VA	24138299156400003531628	5251	90.13		
06/17	06/14	LOWES #02724* WINCHESTER VA	24692169165100029172173	5200	38.18		



16391810 - 011202 - 0002 - 0003 - 2

**Transactions**

*Posting Transaction*

Date	Date	Description	Reference Number	MCC	Charge	Credit	
06/19	06/18	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979170091409000477	5251	30.62		
<b>DUNKLE, CHRISTY</b>						<b>Total Activity</b>	<b>500.00</b>
Account Number: XXXX-XXXX-XXXX							
06/19	06/18	VCU WEB CENTER PUBLIC POL804-8282292 VA	24755429170131700378115	8220	500.00		
<b>ELLIOTT, RALPH</b>						<b>Total Activity</b>	<b>242.93</b>
Account Number: XXXX-XXXX-XXXX							
06/11	06/10	HARBOR FREIGHT TOOLS 595 WINCHESTER VA	24231689162400032087204	5251	85.91		
06/12	06/11	KIMBALL MIDWEST 614-219-6100 OH	24072809162286099904050	5072	29.49		
06/18	06/17	FERGUSON ENT #19 WINCHESTER VA	24435659168839823538969	5074	30.78		
06/19	06/17	STAPLES 00103515 WINCHESTER VA	24164079169105005746631	5943	85.98		
06/19	06/18	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979170091409000071	5251	10.77		
<b>GARNER, SEAN</b>						<b>Total Activity</b>	<b>2.53</b>
Account Number: XXXX-XXXX-XXXX							
06/10	06/08	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979160091409000354	5251	2.53		
<b>HALTERMAN, HEATHER</b>						<b>Total Activity</b>	<b>10,101.80</b>
Account Number: XXXX-XXXX-XXXX							
06/04	06/03	Amazon web services aws.amazon.coWA	24692169154100447106038	7399	0.63		
06/12	06/11	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231689162747003200061	4900	4,863.74		
06/12	06/11	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231689162747003200186	4900	4,882.88		
06/19	06/18	USPS PO 5107560300 BERRYVILLE VA	24445009170000980516916	9402	301.55		
06/20	06/19	IN *TRUESHRED 888-7508783 VA	24692169170100090648062	7399	53.00		
<b>JOHNSON, KAREN</b>						<b>Total Activity</b>	<b>328.02</b>
Account Number: XXXX-XXXX-XXXX							
06/20	06/19	STAPLS7220573726000001 877-8267755 NJ	24164079170105180555002	5111	145.58		
06/24	06/21	STAPLS7220573726000003 877-8267755 NJ	24164079172105960555006	5111	24.38		
06/24	06/21	STAPLS7220573726000002 877-8267755 NJ	24164079172105970555004	5111	24.29		
06/28	06/27	STAPLS7221056077000001 877-8267755 NJ	24164079178105265752492	5111	133.77		
<b>LINK, BRIAN</b>						<b>Total Activity</b>	<b>159.13</b>
Account Number: XXXX-XXXX-XXXX							
06/07	06/06	LOWES #02724* WINCHESTER VA	24692169157100366295199	5200	127.94		
06/11	06/10	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979162091403000010	5251	31.19		
<b>MCCORMICK, HARRY</b>						<b>Total Activity</b>	<b>318.47</b>
Account Number: XXXX-XXXX-XXXX							
06/05	06/04	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979156091401000317	5251	2.24		
06/24	06/20	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767899172758400331321	5533	124.66		
06/24	06/21	USA BLUE BOOK 800-548-1234 IL	24326849172636000060160	5085	153.66		
06/25	06/24	USA BLUE BOOK 800-548-1234 IL	24326849175636000058914	5085	26.07		
06/26	06/25	JNO. S SOLENBERGER AND C WINCHESTER VA	24138299177400003635259	5251	11.84		
<b>MORELAND, DESIREE</b>						<b>Total Activity</b>	<b>36,773.67</b>
Account Number: XXXX-XXXX-XXXX							
06/12	06/11	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231689162747003203487	4900	2,951.88		
06/12	06/11	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231689162747003203503	4900	10,000.00		
06/13	06/12	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24431059163083747438970	4900	20,534.20		
06/13	06/12	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24431059163083717499416	4900	125.00		
06/13	06/13	COMCAST 800-COMCAST MD	24692169164100105309229	4899	87.80		
06/17	06/14	VZWRLSS*MY VZ VB P 800-922-0204 FL	24692169165100800087152	4814	748.86		
06/17	06/14	VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692169165100942869996	4814	215.68		
06/17	06/14	VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692169165100942870002	4814	449.35		
06/17	06/14	VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692169165100942870010	4814	187.43		
06/20	06/19	TelRite Corporation COVINGTON GA	24393499170005230354088	4814	12.41		
06/20	06/19	VA DEPARTMENT OF STATE PO804-6742000 VA	24755429170261702295080	9399	20.00		
06/20	06/19	VA DMV ONLINE BILLING PAY804-3670595 VA	24755429171131710713581	9399	1,350.00		
06/24	06/21	VA DEPARTMENT OF STATE PO804-6742000 VA	24755429172261728649631	9399	20.00		
06/25	06/24	COSTCO WHSE #0239 WINCHESTER VA	24431069176898000073071	5300	71.06		
<b>POSTON, RUSTY</b>						<b>Total Activity</b>	<b>377.21</b>
Account Number: XXXX-XXXX-XXXX							
06/07	06/06	HIGHWAY MOTORS INC WINCHEWINCHESTER VA	24755429158151588042654	5511	212.64		
06/12	06/11	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979163091405000470	5251	44.36		
06/18	06/18	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979170091409000188	5251	11.35		
06/19	06/18	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979170091409000410	5251	53.35		
06/20	06/19	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979171091401000235	5251	11.73		
06/26	06/25	LOWES #02724* WINCHESTER VA	24692169176100624325066	5200	43.78		
<b>STOVER, KEITH</b>						<b>Total Activity</b>	<b>707.53</b>
Account Number: XXXX-XXXX-XXXX							
06/07	06/06	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979158091405000303	5251	22.40		
06/11	06/10	LOWES #02724* WINCHESTER VA	24692169161100656600813	5200	138.98		
06/13	06/11	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767899163702700245238	5533	94.89		

**Transactions**

Posting Transaction						
Date	Date	Description	Reference Number	MCC	Charge	Credit
06/13	06/12	LOWES #02724* WINCHESTER VA	24692169163100858324277	5200	126.44	
06/14	06/13	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979165091409000417	5251	15.66	
06/18	06/17	MCCARTHY TIRE 28, WINCHE 540-6623000 VA	24251379168018027725336	5533	287.08	
06/18	06/17	FISHER AUTO PARTS 009 BERRYVILLE VA	24431069169200824000217	5533	22.08	

**TYRRELL, DAVE** **Total Activity**  
**Account Number: XXXX-XXXX-XXXX** **18,241.49**

06/05	06/04	Amazon.com*M617J3AS1 Amzn.com/billWA	24692169155100162604190	5942	119.95	
06/05	06/04	COMMONWEALTH OF VA DEPT O804-7860447 VA	24755429156121567443522	9399	60.75	
06/06	06/04	MID ATLANTIC CRANE AND EQ919-7903535 NC	24207859156161001407180	5046	1,920.00	
06/06	06/05	USA BLUE BOOK 800-548-1234 IL	24326849156636000063297	5085	172.25	
06/06	06/05	USA BLUE BOOK 800-548-1234 IL	24326849156636000063602	5085	207.90	
06/07	06/06	JOINER MICRO LABORATORIE 540-347-7212 VA	24435659158200389500046	7399	3,500.00	
06/07	06/06	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979158091405000485	5251	15.17	
06/07	06/06	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979158091405000584	5251	8.64	
06/10	06/07	DS SERVICES STANDARD COFF800-4928377 GA	24717059158281585200278	5199	36.95	
06/10	06/07	COV DEPT OF GENERAL SERVI804-7860447 VA	24755429159121598033737	9399	1,987.66	
06/10	06/07	THE BLOSSMAN COMPANIES IN228-872-8932 MS	24247609158300577564854	5983	517.33	
06/10	06/07	JNO. S SOLENBERGER AND C WINCHESTER VA	24138299159400003546821	5251	18.04	
06/10	06/08	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979160091409000198	5251	16.92	
06/11	06/10	AMZN Mktp US*M638O61H2 Amzn.com/billWA	24692169161100673390406	5942	325.66	
06/11	06/05	COYNE CHEMICAL CROYDON PA	24137469161200169771817	5169	479.94	
06/11	06/10	COYNE CHEMICAL 215-785-3000 PA	24137469161200169771999	5169	1,313.51	
06/11	06/10	COYNE CHEMICAL 215-785-3000 PA	24137469161200169772070	5169	629.79	
06/12	06/11	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979163091405000181	5251	10.16	
06/12	06/11	Amazon.com Amzn.com/billWA	74692169162100275377938	5942		119.95
06/13	06/12	USPS PO 5107560300 BERRYVILLE VA	24445009164001029248758	9402	1.30	
06/14	06/13	NORVAC LOCK TECHNOLOGY I WINCHESTER VA	24733099164400561000050	7399	204.48	
06/14	06/13	NORVAC LOCK TECHNOLOGY I WINCHESTER VA	24733099164400561000126	7399	121.50	
06/14	06/14	USA BLUE BOOK 800-548-1234 IL	24326849165636000060177	5085	940.83	
06/14	06/14	MCMaster-CARR 630-834-9600 IL	24789309167720800092771	5085	501.27	
06/19	06/17	MCMaster-CARR 630-834-9600 IL	24789309169739300105501	5085	164.72	
06/19	06/17	MCMaster-CARR 630-834-9600 IL	24789309169739300200070	5085	2,548.35	
06/19	06/17	HACH COMPANY 9706631377 CO	24801999169018012515899	5085	660.62	
06/19	06/18	GRAINGER 877-2022594 IL	24755429170121702295540	5085	89.52	
06/20	06/18	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767899170745400287027	5533	155.61	
06/20	06/18	MCMaster-CARR 630-834-9600 IL	24789309170745100073895	5085	126.15	
06/21	06/20	AMZN Mktp US*M687K7S02 Amzn.com/billWA	24692169171100368533946	5942	99.99	
06/24	06/21	COYNE CHEMICAL 215-785-3000 PA	24137469172200209431205	5169	688.04	
06/24	06/23	AMAZON.COM*MH581OZ1 AMZNAMZN.COM/BILLWA	24431069174083325995744	5942	718.44	

**WHITE, NEAL** **Total Activity**  
**Account Number: XXXX-XXXX-XXXX** **3,855.19**

06/03	05/30	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767899151629200424977	5533	19.55	
06/05	06/03	BERRYVILLE AUTO PARTS INC800-4498012 VA	24767899155653100421798	5533	1,099.76	
06/11	06/10	UNITED UNIFORM 800-347-1200 FL	24431059161083710245628	7399	1,006.23	
06/12	06/10	TIRE WORLD WHOLESAL, LLC301-6989200 MD	24639239162900016400176	5532	265.68	
06/12	06/10	BERRYVILLE AUTO PARTS INC800-4498012 VA	24767899162696100420493	5533	683.57	
06/12	06/10	GALLS 8592667227 KY	24435659162762966502541	5137	370.99	
06/24	06/21	EVIDENT INC 540-576-3512 VA	24765189172027011884617	5046	400.62	
06/28	06/27	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979179091407000272	5251	8.79	

**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.



BERRYVILLE TOWN OF  
DESIRÉE MORELAND  
XXXX-XXXX-XXXX-7237  
June 01, 2019 - June 30, 2019  
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18991810 - 011202 - 0003 - 0003 - 2

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**FINANCE AND ADMINISTRATION STAFF REPORT**

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**TO:** TOWN COUNCIL  
**FROM:** DESIREE MORELAND, TREASURER  
**SUBJECT:** MONTHLY REPORTS  
**DATE:** 8/27/2019  
**CC:** KEITH DALTON, TOWN MANAGER

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**Cash Balance Report**

Listing of bank account balances as of July 31, 2019 by fund.

100- General Fund

501- Water Fund

502- Sewer Fund

**Budget Analysis – Revenue & Expenses**

For the period beginning July 1, 2019 and ending July 31, 2019.

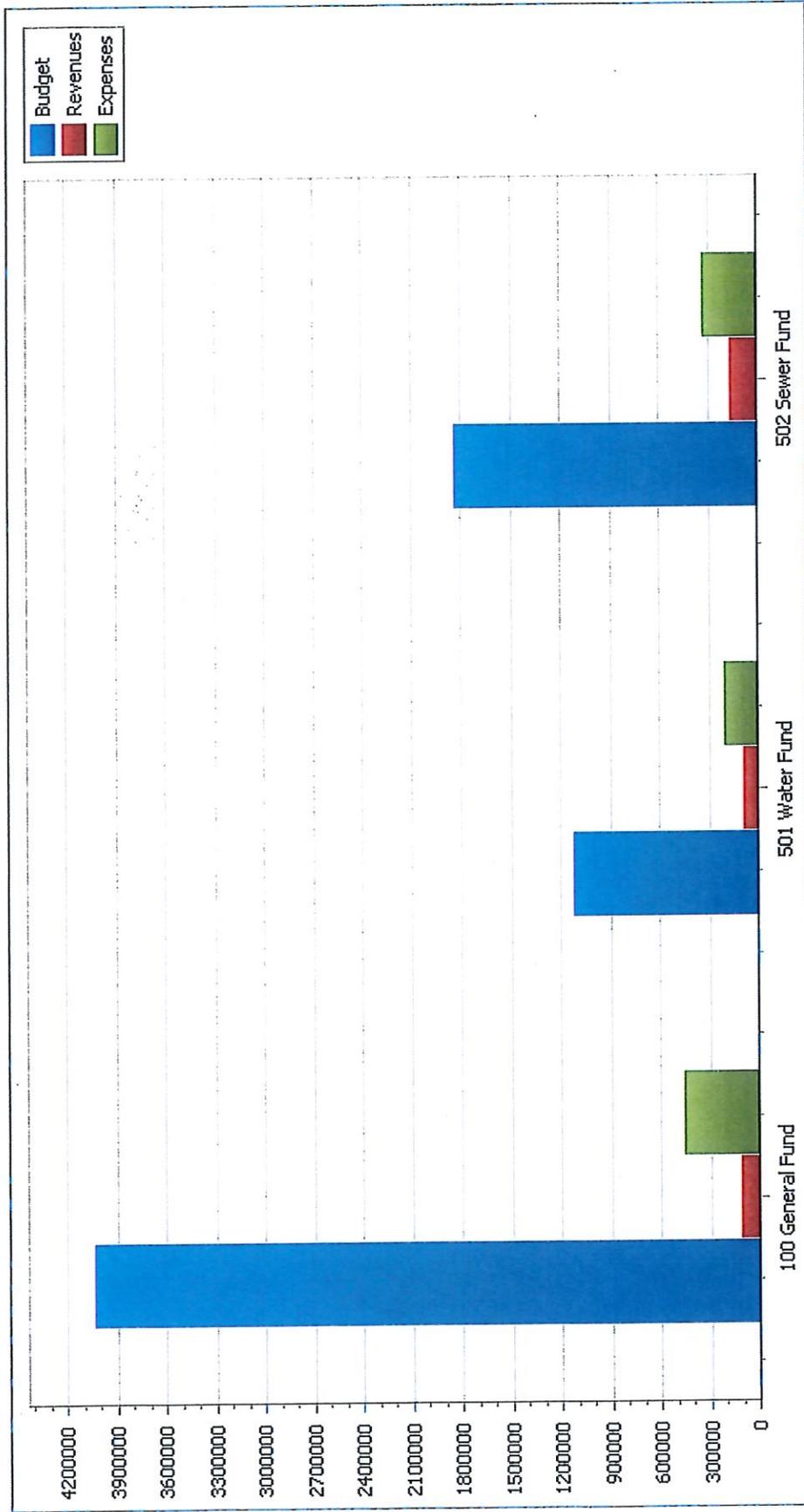
## Cash Balance Report

Town of Berryville  
 8/16/2019 10:00:55 AM

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Period Ending 7/31/2019

Bank 1	Bank of Clarke Operating	Acct#- 1138499		
	Account			Balance
		100-1140000-0000 B/C OPR		-\$158,388.96
		501-1140000-0000 B/C OPR		-\$16,614.45
		502-1140000-0000 B/C OPR		-\$12,236.47
			Bank 1	Total
				-\$187,239.88
Bank 2	Bank of Clarke NOW	Acct#- 1138502		
	Account			Balance
		100-1149000-0000 B/C NOW		\$2,183,859.35
		501-1149000-0000 B/C NOW		\$408,730.63
		502-1149000-0000 B/C NOW		\$2,665,127.18
			Bank 2	Total
				\$5,257,717.16
Bank 3	Bank of Clarke Payroll	Acct#- 1139510		
	Account			Balance
		100-1121000-0000 CASH/ BC PAYROLL		\$40,025.93
		501-1121000-0000 CASH/BC PAYROLL		\$0.00
		502-1121000-0000 CASH/BC PAYROLL		\$0.00
			Bank 3	Total
				\$40,025.93
Bank 4	Bank of Clarke CIP	Acct#- 1138405		
	Account			Balance
		100-1123000-0000 BC/CIP CD		\$523,768.49
		501-1123000-0000 BC/CIP		\$2,014,571.98
		502-1123000-0000 BC/CIP		\$3,211,783.87
			Bank 4	Total
				\$5,750,124.34
Bank 5	Bank of Clarke SW	Acct#- 1138413		
	Account			Balance
		100-1128000-0000 BC/SWMGT CD		\$454,014.03
			Bank 5	Total
				\$454,014.03
Bank 6	Bank of Clarke PDAF	Acct#- 1138421		
	Account			Balance
		100-1131000-0000 PD ASSET FORFEITURE		\$6,242.43
			Bank 6	Total
				\$6,242.43
Bank 7	Bank of Clarke DSR	Acct#- 1138456		
	Account			Balance
		100-1124000-0000 BC/RDA DEBT SER RES		\$110,633.32
			Bank 7	Total
				\$110,633.32





Town of Berryville

Fiscal Period - Fiscal Year 2020 Date Range - 2019-07-01 - 2019-07-31

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
100-4012240-3120 CONTRACTUAL SERVI	\$15,750.00	\$15,750.00	\$0.00	\$0.00	\$0.00	\$15,750.00	0
4012240-100-INDEPENDENT AUDITOR	\$15,750.00	\$15,750.00	\$0.00	\$0.00	\$0.00	\$15,750.00	0
4012410-100-TOWN TREASURER							
100-4012410-1113 COMPENSATION	\$132,000.00	\$132,000.00	\$0.00	\$7,124.34	\$7,124.34	\$124,875.66	5
100-4012410-2100 MATCHING FICA EXPE	\$10,100.00	\$10,100.00	\$0.00	\$551.18	\$551.18	\$9,548.82	5
100-4012410-3130 PROFESSIONAL SER/T	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
100-4012410-3150 PROFESSIONAL SER/V	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4012410-5306 SURETY BONDS	\$415.00	\$415.00	\$0.00	\$393.00	\$393.00	\$22.00	95
100-4012410-5540 TRAINING	\$5,000.00	\$5,000.00	\$0.00	\$175.00	\$175.00	\$4,825.00	4
100-4012410-5810 DUES	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0
100-4012410-6015 AUTO DECALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4012410-6020 CIGARETTE TAX STA	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	0
4012410-100-TOWN TREASURER	\$159,315.00	\$159,315.00	\$0.00	\$8,243.52	\$8,243.52	\$151,071.48	5
4012430-100-FINANCE/ACCOUNTING							
100-4012430-1113 COMPENSATION	\$123,000.00	\$123,000.00	\$0.00	\$8,194.39	\$8,194.39	\$114,805.61	7
100-4012430-2100 MATCHING FICA EXPE	\$9,410.00	\$9,410.00	\$0.00	\$556.09	\$556.09	\$8,853.91	6
100-4012430-5540 TRAINING	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0
4012430-100-FINANCE/ACCOUNTING	\$135,910.00	\$135,910.00	\$0.00	\$8,750.48	\$8,750.48	\$127,159.52	6
4012530-100-CENTRAL ADMIN/PURCHASING							
100-4012530-3320 MAINTENANCE CONT	\$33,000.00	\$33,000.00	\$0.00	\$2,711.67	\$2,711.67	\$30,288.33	8
100-4012530-3400 WEB SITE	\$1,000.00	\$1,000.00	\$0.00	\$0.63	\$0.63	\$999.37	0
100-4012530-3501 NEWSLETTER	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
100-4012530-3600 ADVERTISING	\$10,000.00	\$10,000.00	\$0.00	\$55.00	\$55.00	\$9,945.00	1
100-4012530-5210 POSTAGE	\$8,500.00	\$8,500.00	\$0.00	\$301.55	\$301.55	\$8,198.45	4
100-4012530-5230 TELECOMMUNICATIO	\$1,350.00	\$1,350.00	\$0.00	\$109.03	\$109.03	\$1,240.97	8
100-4012530-5250 SOCIAL MEDIA ARCHI	\$2,700.00	\$2,700.00	\$0.00	\$0.00	\$0.00	\$2,700.00	0
100-4012530-5415 COPIER LEASE	\$3,330.00	\$3,330.00	\$0.00	\$266.05	\$266.05	\$3,063.95	8
100-4012530-5540 TRAINING	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
100-4012530-5699 CONTRIBUTION/CC SO	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	0
100-4012530-5810 DUES	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
100-4012530-6001 OFFICE SUPPLIES	\$10,000.00	\$10,000.00	\$0.00	\$589.28	\$589.28	\$9,410.72	6
4012530-100-CENTRAL ADMIN/PURCHA	\$81,380.00	\$81,380.00	\$0.00	\$4,033.21	\$4,033.21	\$77,346.79	5
4012550-100-RISK MANAGEMENT							
100-4012550-5301 FIRE BOILER INSURAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4012550-5304 BLANKET EXCESS LIA	\$9,200.00	\$9,200.00	\$0.00	\$14,043.00	\$14,043.00	(\$4,843.00)	153
100-4012550-5305 AUTOMOBILE INSURA	\$9,500.00	\$9,500.00	\$0.00	\$9,875.00	\$9,875.00	(\$375.00)	104
100-4012550-5308 SEMI-MULTI PERIL INS	\$31,350.00	\$31,350.00	\$0.00	\$25,122.00	\$25,122.00	\$6,228.00	80
100-4012550-5800 INSURANCE DEDUCTA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
4012550-100-RISK MANAGEMENT	\$50,050.00	\$50,050.00	\$0.00	\$49,040.00	\$49,040.00	\$1,010.00	98
4012600-100-ENGINEERING SERVICES							
100-4012600-3140 ENGINEERING SERVIC	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
100-4012600-3141 TOWN RUN PER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4012600-3142 JACKSON DRIVE PER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
4012600-100-ENGINEERING SERVICES	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
4013100-100-ELECTIONS							

Town of Berryville

Fiscal Period - Fiscal Year 2020 Date Range - 2019-07-01 - 2019-07-31

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
<b>4041100-100-PUBLIC WORKS ADMINISTRATION</b>							
100-4041100-1140 Compensation	\$43,500.00	\$43,500.00	\$0.00	\$3,287.50	\$3,287.50	\$40,212.50	8
100-4041100-2100 MATCHING FICA EXPE	\$3,330.00	\$3,330.00	\$0.00	\$261.98	\$261.98	\$3,068.02	8
100-4041100-3110 MEDICAL EXAMS	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
100-4041100-3310 VEHICLE REP & MAIN	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	0
100-4041100-5120 FUEL OIL/HEAT	\$1,500.00	\$1,500.00	\$0.00	\$76.50	\$76.50	\$1,423.50	5
100-4041100-5230 TELECOMMUNICATIO	\$5,000.00	\$5,000.00	\$0.00	\$433.88	\$433.88	\$4,566.12	9
100-4041100-5415 COPIER LEASE	\$2,665.00	\$2,665.00	\$0.00	\$212.84	\$212.84	\$2,452.16	8
100-4041100-5540 TRAINING	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
100-4041100-6001 OFFICE SUPPLIES	\$500.00	\$500.00	\$0.00	\$117.57	\$117.57	\$382.43	24
<b>4041100-100-PUBLIC WORKS ADMINIST</b>	<b>\$64,995.00</b>	<b>\$64,995.00</b>	<b>\$0.00</b>	<b>\$4,390.27</b>	<b>\$4,390.27</b>	<b>\$60,604.73</b>	<b>7</b>
<b>4041200-100-HWYS, STRTS, BRIDGES &amp; SDWLKS</b>							
100-4041200-1183 COMPENSATION	\$130,500.00	\$130,500.00	\$0.00	\$9,282.87	\$9,282.87	\$121,217.13	7
100-4041200-2100 MATCHING FICA EXPE	\$10,000.00	\$10,000.00	\$0.00	\$713.45	\$713.45	\$9,286.55	7
100-4041200-3310 EQUIPMENT MAINTEN	\$12,000.00	\$12,000.00	\$0.00	\$521.80	\$521.80	\$11,478.20	4
100-4041200-3315 SIDEWALK MAINTENA	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0
100-4041200-3316 STREET SIGN MAINTE	\$700.00	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	0
100-4041200-5230 TELECOMMUNICATIO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4041200-5425 NORFOLK/SOUTHERN	\$1,075.00	\$1,075.00	\$0.00	\$1,093.97	\$1,093.97	(\$18.97)	102
100-4041200-6007 MATERIALS & SUPPLI	\$4,000.00	\$4,000.00	\$0.00	\$223.56	\$223.56	\$3,776.44	6
100-4041200-6008 GASOLINE & OIL	\$20,000.00	\$20,000.00	\$0.00	\$2,541.37	\$2,541.37	\$17,458.63	13
100-4041200-6011 UNIFORMS	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
<b>4041200-100-HWYS, STRTS, BRIDGES &amp; S</b>	<b>\$197,275.00</b>	<b>\$197,275.00</b>	<b>\$0.00</b>	<b>\$14,377.02</b>	<b>\$14,377.02</b>	<b>\$182,897.98</b>	<b>7</b>
<b>4041250-100-VDOT STREET MAINTENANCE</b>							
100-4041250-3140 ENGINEERING (VDOT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4041250-3300 VDOT STREET MAINTE	\$538,615.00	\$538,615.00	\$0.00	\$169.89	\$169.89	\$538,445.11	0
100-4041250-3310 EQUIPMENT MAINTEN	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0
100-4041250-3311 STORM SEWER MT (VD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4041250-3316 STREET SIGN MAINTE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4041250-6007 MATERIALS & SUPPLI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4041250-6050 ASPHALT (VDOT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4041250-6060 CONCRETE (VDOT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4041250-6130 TREE REMOVAL (VDO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4041250-6135 MOWING (VDOT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4041250-6145 STRIPING (VDOT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4041250-6207 STREET CLEANING (V	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4041250-6307 SNOW REMOVAL (VD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4041250-8801 Equipment Purchase	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0
100-4041250-8803 PUBLIC WORKS IMPRO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
<b>4041250-100-VDOT STREET MAINTENAN</b>	<b>\$558,615.00</b>	<b>\$558,615.00</b>	<b>\$0.00</b>	<b>\$169.89</b>	<b>\$169.89</b>	<b>\$558,445.11</b>	<b>0</b>
<b>4041320-100-STREET LIGHTS</b>							
100-4041320-5110 ELECTRICITY	\$60,000.00	\$60,000.00	\$0.00	\$5,102.80	\$5,102.80	\$54,897.20	9
<b>4041320-100-STREET LIGHTS</b>	<b>\$60,000.00</b>	<b>\$60,000.00</b>	<b>\$0.00</b>	<b>\$5,102.80</b>	<b>\$5,102.80</b>	<b>\$54,897.20</b>	<b>9</b>
<b>4041330-100-SNOWREMOVAL</b>							
100-4041330-3220 CONTRACTUAL SERVI	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$16,000.00	0
100-4041330-6007 MATERIALS & SUPPLI	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0
<b>4041330-100-SNOWREMOVAL</b>	<b>\$18,000.00</b>	<b>\$18,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$18,000.00</b>	<b>0</b>

Town of Berryville

Fiscal Period - Fiscal Year 2020 Date Range - 2019-07-01 - 2019-07-31

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
100-4081100-3195 PREPAID APPLICATIO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4081100-3500 PRINTING	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0
100-4081100-5510 MILEAGE	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
100-4081100-5540 TRAINING	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
100-4081100-5810 DUES	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
100-4081100-6001 OFFICE EQUIPMENT	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0
100-4081100-6012 PUBLICATIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
<b>4081100-100-PLANNING</b>	<b>\$95,510.00</b>	<b>\$95,510.00</b>	<b>\$0.00</b>	<b>\$10,492.08</b>	<b>\$10,492.08</b>	<b>\$85,017.92</b>	<b>11</b>
<b>4081400-100-BOARD OF ZONING APPEALS</b>							
100-4081400-1110 EXPENSE COMPENSAT	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
100-4081400-5540 TRAINING	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
<b>4081400-100-BOARD OF ZONING APPEA</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,000.00</b>	<b>0</b>
<b>4081500-100-ECONOMIC DEVELOPMENT</b>							
100-4081500-3400 WEB SITE REDESIGN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4081500-3450 SE COLLECTOR EVAL	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0
100-4081500-3650 MARKETING & BRAND	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0
100-4081500-5410 TOD SIGNS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4081500-5411 WAYFINDING SIGNS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4081500-5693 BMS ARTS FUNDING	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
100-4081500-5694 ECONOMIC DEVELOP	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
100-4081500-5695 TOWN/COUNTY ECON	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4081500-5696 ECONOMIC DEVELOP	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
100-4081500-5698 GRANT AND MATCHIN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4081500-5699 DBI/ECO DEV PROF SE	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0
<b>4081500-100-ECONOMIC DEVELOPMENT</b>	<b>\$71,500.00</b>	<b>\$71,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$71,500.00</b>	<b>0</b>
<b>4081600-100-PLANNING COMMISSION</b>							
100-4081600-1111 EXPENSE COMPENSAT	\$5,000.00	\$5,000.00	\$0.00	\$355.00	\$355.00	\$4,645.00	7
100-4081600-5540 TRAINING	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
100-4081600-5810 DUES	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0
<b>4081600-100-PLANNING COMMISSION</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$0.00</b>	<b>\$355.00</b>	<b>\$355.00</b>	<b>\$5,895.00</b>	<b>6</b>
<b>4081700-100-BVILLE AREA DEV AUTHORITY</b>							
100-4081700-1111 EXPENSE COMPENSAT	\$2,500.00	\$2,500.00	\$0.00	\$75.00	\$75.00	\$2,425.00	3
100-4081700-2100 MATCHING FICA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4081700-5540 TRAINING	\$250.00	\$250.00	\$0.00	\$500.00	\$500.00	(\$250.00)	200
100-4081700-5810 DUES	\$125.00	\$125.00	\$0.00	\$0.00	\$0.00	\$125.00	0
<b>4081700-100-BVILLE AREA DEV AUTHO</b>	<b>\$2,875.00</b>	<b>\$2,875.00</b>	<b>\$0.00</b>	<b>\$575.00</b>	<b>\$575.00</b>	<b>\$2,300.00</b>	<b>20</b>
<b>4081800-100-ARCHITECHURAL REVIEW BOARD</b>							
100-4081800-5540 TRAINING	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
<b>4081800-100-ARCHITECHURAL REVIEW</b>	<b>\$500.00</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$500.00</b>	<b>0</b>
<b>4094200-100-CAPITAL OUTLAY</b>							
100-4094200-8201 CHRISTMAS DECORAT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4094200-8207 SOFTWARE UPGRADE	\$0.00	\$0.00	\$0.00	\$9,850.00	\$9,850.00	(\$9,850.00)	0
100-4094200-8208 POLICE COMM UPGRA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4094200-8209 POLICE CRUISER CAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
100-4094200-8225 COMPUTER REPLACE	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	0

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Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
<b>Reporting Fund: 501-Water Fund</b>							
<b>0000-501-Revs</b>							
501-3000000-0000 FUND BALANCE	\$175,000.00	\$175,000.00	\$0.00	\$0.00	\$0.00	\$175,000.00	0
501-3150102-0000 INTEREST ON INVEST	\$20,000.00	\$20,000.00	\$0.00	\$2,990.22	\$2,990.22	\$17,009.78	15
501-3160110-0000 TREATMENT FEES	\$860,000.00	\$860,000.00	\$0.00	\$82,077.20	\$82,077.20	\$777,922.80	10
501-3160111-0000 DELINQUENT ACCT PE	\$30,000.00	\$30,000.00	\$0.00	\$2,068.32	\$2,068.32	\$27,931.68	7
501-3160112-0000 SECURITY DEPOSITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
501-3160113-0000 AVAILABILITY CHARG	\$26,250.00	\$26,250.00	\$0.00	\$0.00	\$0.00	\$26,250.00	0
501-3160115-0000 METER FEES	\$1,625.00	\$1,625.00	\$0.00	\$0.00	\$0.00	\$1,625.00	0
<b>0000-501-Revs</b>	<b>\$1,112,875.00</b>	<b>\$1,112,875.00</b>	<b>\$0.00</b>	<b>\$87,135.74</b>	<b>\$87,135.74</b>	<b>\$1,025,739.26</b>	<b>8</b>
<b>4012220-501-PERSONNEL</b>							
501-4012220-1140 COMPENSATION	\$49,100.00	\$49,100.00	\$0.00	\$2,600.38	\$2,600.38	\$46,499.62	5
501-4012220-2100 SOCIAL SECURITY	\$3,755.00	\$3,755.00	\$0.00	\$198.96	\$198.96	\$3,556.04	5
501-4012220-2210 RETIREMENT	\$27,150.00	\$27,150.00	\$0.00	\$72.22	\$72.22	\$27,077.78	0
501-4012220-2220 VMLIP - STD	\$145.00	\$145.00	\$0.00	\$21.93	\$21.93	\$123.07	15
501-4012220-2230 VMLIP - LTD	\$1,330.00	\$1,330.00	\$0.00	\$148.79	\$148.79	\$1,181.21	11
501-4012220-2300 HEALTH INSURANCE	\$45,505.00	\$45,505.00	\$0.00	\$3,046.30	\$3,046.30	\$42,458.70	7
501-4012220-2400 LIFE INSURANCE	\$3,220.00	\$3,220.00	\$0.00	\$192.79	\$192.79	\$3,027.21	6
501-4012220-2600 UNEMPLOYMENT INS	\$45.00	\$45.00	\$0.00	\$2.53	\$2.53	\$42.47	6
501-4012220-2700 WORKER'S COMPENSA	\$4,850.00	\$4,850.00	\$0.00	\$8,211.80	\$8,211.80	(\$3,361.80)	169
501-4012220-3170 MISS UTILITY	\$2,000.00	\$2,000.00	\$0.00	\$57.75	\$57.75	\$1,942.25	3
501-4012220-3320 HANDHELD MAINT	\$2,310.00	\$2,310.00	\$0.00	\$1,662.50	\$1,662.50	\$647.50	72
501-4012220-5210 POSTAGE	\$2,750.00	\$2,750.00	\$0.00	\$209.75	\$209.75	\$2,540.25	8
501-4012220-5540 TRAINING	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
501-4012220-6001 OFFICE SUPPLIES	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0
<b>4012220-501-PERSONNEL</b>	<b>\$146,160.00</b>	<b>\$146,160.00</b>	<b>\$0.00</b>	<b>\$16,425.70</b>	<b>\$16,425.70</b>	<b>\$129,734.30</b>	<b>11</b>
<b>4012222-501-TREATMENT</b>							
501-4012222-1147 COMPENSATION	\$116,800.00	\$116,800.00	\$0.00	\$6,187.88	\$6,187.88	\$110,612.12	5
501-4012222-2100 MATCHING FICA EXPE	\$9,000.00	\$9,000.00	\$0.00	\$476.73	\$476.73	\$8,523.27	5
501-4012222-2830 CERTIFICATION FEES	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
501-4012222-2840 STATE CONNECTION F	\$5,200.00	\$5,200.00	\$0.00	\$0.00	\$0.00	\$5,200.00	0
501-4012222-2850 LAB TESTING	\$8,500.00	\$8,500.00	\$0.00	\$7,033.91	\$7,033.91	\$1,466.09	83
501-4012222-3110 MEDICAL EXAMS	\$200.00	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0
501-4012222-3145 PROFESSIONAL SERVI	\$15,000.00	\$15,000.00	\$0.00	\$3,999.00	\$3,999.00	\$11,001.00	27
501-4012222-3146 UTILITY RATE STUDY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
501-4012222-3210 SLUDGE REMOVAL	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0
501-4012222-3220 CLEAN RIVER INTAKE	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0
501-4012222-3310 REPAIR & MAINTENA	\$56,000.00	\$56,000.00	\$0.00	\$9,796.42	\$9,796.42	\$46,203.58	17
501-4012222-3510 CONSUMER CONFIDEN	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
501-4012222-5110 ELECTRICITY	\$60,000.00	\$60,000.00	\$0.00	\$4,605.96	\$4,605.96	\$55,394.04	8
501-4012222-5120 FUEL/OIL HEAT	\$3,500.00	\$3,500.00	\$0.00	\$517.33	\$517.33	\$2,982.67	15
501-4012222-5230 TELECOMMUNICATIO	\$2,750.00	\$2,750.00	\$0.00	\$243.82	\$243.82	\$2,506.18	9
501-4012222-5415 COPIER LEASE	\$670.00	\$670.00	\$0.00	\$53.22	\$53.22	\$616.78	8
501-4012222-5540 TRAINING	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
501-4012222-5690 DISCHARGE PERMIT R	\$650.00	\$650.00	\$0.00	\$0.00	\$0.00	\$650.00	0
501-4012222-5810 DUES	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00	0
501-4012222-6001 OFFICE SUPPLIES	\$1,000.00	\$1,000.00	\$0.00	\$1.30	\$1.30	\$998.70	0
501-4012222-6004 LAB SUPPLIES	\$4,500.00	\$4,500.00	\$0.00	\$906.05	\$906.05	\$3,593.95	20
501-4012222-6005 JANITORIAL SUPPLIES	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
501-4012222-6008 GASOLINE & OIL	\$6,200.00	\$6,200.00	\$0.00	\$115.45	\$115.45	\$6,084.55	2

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Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
501-4094200-8905 INFLATABLE TRENCH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
501-4094200-8906 WTP DISINFECTION UP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
501-4094200-8952 COMMUNICATION NE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
501-4094200-8953 UTILITY PLANT GATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
501-4094200-8954 STORAGE BUILDING	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	0
501-4094200-8957 WTP EVALUATION & R	\$175,000.00	\$175,000.00	\$0.00	\$0.00	\$0.00	\$175,000.00	0
<b>4094200-501-CAPITAL OUTLAY</b>	<b>\$380,615.00</b>	<b>\$380,615.00</b>	<b>\$0.00</b>	<b>\$142,518.50</b>	<b>\$142,518.50</b>	<b>\$238,096.50</b>	<b>37</b>
4094300-501-CONTINGENCY							
501-4094300-5800 CONTINGENCY	\$21,330.00	\$21,330.00	\$0.00	\$0.00	\$0.00	\$21,330.00	0
4094300-501-CONTINGENCY	\$21,330.00	\$21,330.00	\$0.00	\$0.00	\$0.00	\$21,330.00	0
4095000-501-DEBT SERVICE							
501-4095000-9114 WACHOVIA/TAXABLE/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
501-4095000-9116 CIP PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
501-4095000-9124 WACHOVIA/TAXABLE/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
501-4095000-9126 WACHOVIA/NONTAXI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
501-4095000-9130 ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
501-4095000-9140 LOSS ON BOND INVES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
<b>4095000-501-DEBT SERVICE</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0</b>
Reporting Fund: 501-Water Fund							
FundRevTot	\$1,112,875.00	\$1,112,875.00	\$0.00	\$87,135.74	\$87,135.74	\$1,025,739.26	8
FundExpTot	\$1,112,875.00	\$1,112,875.00	\$0.00	\$203,668.31	\$203,668.31	\$909,206.69	18
Reporting Fund: 502-Sewer Fund							
0000-502-Revs							
502-3000000-0000 FUND BALANCE FORW	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-3150101-0000 Interest Income	\$40,000.00	\$40,000.00	\$0.00	\$5,067.33	\$5,067.33	\$34,932.67	13
502-3160110-0000 TREATMENT FEES	\$1,680,750.00	\$1,680,750.00	\$0.00	\$156,083.60	\$156,083.60	\$1,524,666.40	9
502-3160112-0000 SECURITY DEPOSITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-3160113-0000 AVAILABILITY CHARG	\$113,750.00	\$113,750.00	\$0.00	\$0.00	\$0.00	\$113,750.00	0
502-3410401-0000 VRA LOAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-3410402-0000 WQIF Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-3410404-0000 NUTRIENT CREDIT RE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
<b>0000-502-Revs</b>	<b>\$1,834,500.00</b>	<b>\$1,834,500.00</b>	<b>\$0.00</b>	<b>\$161,150.93</b>	<b>\$161,150.93</b>	<b>\$1,673,349.07</b>	<b>9</b>
4012220-502-PERSONNEL							
502-4012220-1114 COMPENSATION	\$49,100.00	\$49,100.00	\$0.00	\$3,021.13	\$3,021.13	\$46,078.87	6
502-4012220-2100 SOCIAL SECURITY	\$3,755.00	\$3,755.00	\$0.00	\$198.96	\$198.96	\$3,556.04	5
502-4012220-2210 RETIREMENT	\$42,835.00	\$42,835.00	\$0.00	\$3,099.99	\$3,099.99	\$39,735.01	7
502-4012220-2220 VMLIP - STD	\$225.00	\$225.00	\$0.00	\$39.43	\$39.43	\$185.57	18
502-4012220-2230 VMLIP - LTD	\$2,100.00	\$2,100.00	\$0.00	\$247.27	\$247.27	\$1,852.73	12
502-4012220-2300 HEALTH INSURANCE	\$71,850.00	\$71,850.00	\$0.00	\$5,275.30	\$5,275.30	\$66,574.70	7
502-4012220-2400 LIFE INSURANCE	\$5,080.00	\$5,080.00	\$0.00	\$337.45	\$337.45	\$4,742.55	7
502-4012220-2600 UNEMPLOYMENT INS	\$70.00	\$70.00	\$0.00	\$4.00	\$4.00	\$66.00	6
502-4012220-2700 WORKER'S COMPENSA	\$6,400.00	\$6,400.00	\$0.00	\$12,961.02	\$12,961.02	(\$6,561.02)	203
502-4012220-3320 HANDHELD MAINT	\$2,310.00	\$2,310.00	\$0.00	\$1,662.50	\$1,662.50	\$647.50	72
502-4012220-5210 POSTAGE	\$7,500.00	\$7,500.00	\$0.00	\$629.25	\$629.25	\$6,870.75	8
502-4012220-6001 OFFICE SUPPLIES	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
<b>4012220-502-PERSONNEL</b>	<b>\$192,225.00</b>	<b>\$192,225.00</b>	<b>\$0.00</b>	<b>\$27,476.30</b>	<b>\$27,476.30</b>	<b>\$164,748.70</b>	<b>14</b>
4012222-502-TREATMENT							

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Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
502-4094200-8146 WWTP LAB DRYERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8200 PW SITE EXPANSION R	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8201 AERATION EQUIPMEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8209 Amortization Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8210 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8211 CAPITAL RESERVES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8340 MOWER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8345 PW ONE TON DUMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8354 PICKUP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8356 SEWER CHEWER REHA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8360 Handheld Meter Reade	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8367 SEWER JET RODDER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8411 CAPITAL RESRVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8423 PICK-UP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8540 MEMBRANE REPLACE	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0
502-4094200-8545 MEMBRANE PRE-PURC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8550 EQUIPMENT REPAIR R	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0
502-4094200-8602 3/4 T P-UP (1/2 VDOT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8604 SS CMERA (1/2 VDOT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8703 PICKUP TRUCK	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8904 JD BACKHOE (25%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8905 INFLATABLE TRENCH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8907 TRACTOR (50%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8908 WWTP COMPUTER UP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8909 WWTP AIR MONITORS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8917 HYPOCHLORITE PUMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8952 COMMUNICATION NE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8953 UTILITY PLANT GATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4094200-8954 INVENTORY LOCKUP	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0
4094200-502-CAPITAL OUTLAY	\$243,000.00	\$243,000.00	\$0.00	\$0.00	\$0.00	\$243,000.00	0
4094300-502-CONTINGENCY							
502-4094300-5800 CONTINGENCY	\$32,230.00	\$32,230.00	\$0.00	\$0.00	\$0.00	\$32,230.00	0
4094300-502-CONTINGENCY	\$32,230.00	\$32,230.00	\$0.00	\$0.00	\$0.00	\$32,230.00	0
4095000-502-DEBT SERVICE							
502-4095000-8001 OUTFALL LINE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4095000-8002 WWTP UPGRADES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4095000-8003 NEW WWTP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4095000-9112 CIP PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4095000-9114 WACHOVIA/TAXABLE/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4095000-9118 VRA PRINCIPAL	\$470,000.00	\$470,000.00	\$0.00	\$235,000.00	\$235,000.00	\$235,000.00	50
502-4095000-9122 CIP INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
502-4095000-9124 WACHOVIA/TAXABLE/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
4095000-502-DEBT SERVICE	\$470,000.00	\$470,000.00	\$0.00	\$235,000.00	\$235,000.00	\$235,000.00	50
Reporting Fund: 502-Sewer Fund							
FundRevTot	\$1,834,500.00	\$1,834,500.00	\$0.00	\$161,150.93	\$161,150.93	\$1,673,349.07	9
FundExpTot	\$1,834,500.00	\$1,834,500.00	\$0.00	\$327,966.57	\$327,966.57	\$1,506,533.43	18
Grand Totals:							
TotalRev	\$6,977,019.00	\$6,977,019.00	\$0.00	\$354,564.54	\$354,564.54	\$6,631,337.16	5
TotalExp	\$6,976,869.00	\$6,976,869.00	\$0.00	\$988,654.24	\$988,654.24	\$5,988,214.76	14

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**FINANCE AND ADMINISTRATION STAFF REPORT**

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**TO:** TOWN COUNCIL  
**FROM:** DESIREE MORELAND, TREASURER  
**SUBJECT:** MONTHLY REPORTS  
**DATE:** 9/3/2019  
**CC:** KEITH DALTON, TOWN MANAGER

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**A/P Check Listing**

Checks issued in August 2019.

**ACH Transactions**

Transactions for August 2019.

**Bank of America/P-Card Statement**

July 2019 P-Card Purchases that were paid on August 25, 2019.

## A/P Check Listing

Vendor Range - 4IMPRINT, INC.' - 'ZENON ENVIRONMENTAL CORPORATION

Date From - 8/1/2019 Date To - 8/31/2019

Town of Berryville  
09/03/2019 08:48 AM

Page: 1 of 2

Check Number	Bank	Vendor	Date	Amount
5565	1	ALLISON LAUREN KEPLINGER	08/01/2019	\$174.20
5566	1	MARCIA FAIRBANKS	08/01/2019	\$26.20
5567	1	Minnesota Life Insurance Co.	08/01/2019	\$539.10
5568	1	Nationwide Retirement Solutions	08/01/2019	\$645.00
5569	1	VALLEY HEALTH OCCUPATIONAL HEALTH SERVICES	08/01/2019	\$73.00
5570	1	ANDERSON LAWN CARE, INC.	08/08/2019	\$1,375.00
5571	1	Bureau for Child Support Enforcement	08/08/2019	\$875.00
5572	1	COMBS WASTEWATER MANAGEMENT LLC	08/08/2019	\$75.00
5573	1	Douglas A. Shaffer	08/08/2019	\$75.00
5574	1	GABRIEL S SPEET	08/08/2019	\$199.60
5575	1	H. Allen Kitselman	08/08/2019	\$75.00
5576	1	Hall, Monahan, Engle, Mahan & Mitchell	08/08/2019	\$830.00
5577	1	James River Equipment	08/08/2019	\$472.17
5578	1	Keith Dalton	08/08/2019	\$50.00
5579	1	STEVEN PARAS	08/08/2019	\$199.72
5580	1	THE POLICE AND SHERIFFS PRESS	08/08/2019	\$32.55
5581	1	The Winchester Star	08/08/2019	\$443.30
5582	1	Treasurer of Frederick County	08/08/2019	\$4,719.64
5583	1	VENTURE CONSTRUCTION CO	08/08/2019	\$785.50
5584	1	VUPS	08/08/2019	\$58.80
5585	1	AXON ENTERPRISE, INC.	08/13/2019	\$5,410.50
5586	1	Cardinal Health	08/13/2019	\$994.42
5587	1	CIVICPLUS	08/13/2019	\$2,694.65
5588	1	Michelle M. Jones	08/13/2019	\$1,452.50
5589	1	Nationwide Retirement Solutions	08/13/2019	\$645.00
5590	1	PAUL S CULP	08/13/2019	\$13.34
5591	1	PENNONI ASSOCIATES INC	08/13/2019	\$135.00
5592	1	PENNONI ASSOCIATES INC	08/13/2019	\$6,992.88
5593	1	ALVARADO DEVELOPMENT SOLUTIONS LLC	08/27/2019	\$734.20

## A/P Check Listing

Vendor Range - 4IMPRINT, INC.' - 'ZENON ENVIRONMENTAL CORPORATION  
Date From - 8/1/2019 Date To - 8/31/2019

Town of Berryville  
09/03/2019 08:48 AM

Page: 2 of 2

Check Number	Bank	Vendor	Date	Amount	
5594	1	ARTHUR CONSTRUCTION CO., INC	08/27/2019	\$98,512.50	
5595	1	Berryville Farm Supply Inc	08/27/2019	\$126.50	
5596	1	Bureau for Child Support Enforcement	08/27/2019	\$875.00	
5597	1	Commercial Press Inc	08/27/2019	\$757.50	
5598	1	JAMISON LEE USSERY	08/27/2019	\$72.60	
5599	1	JODI KERN	08/27/2019	\$170.52	
5600	1	MARK R RICHARDSON	08/27/2019	\$121.18	
5601	1	Merritt's Sanitation	08/27/2019	\$1,085.00	
5602	1	Minnesota Life Insurance Co.	08/27/2019	\$226.92	
5603	1	MORGAN-KELLER INC	08/27/2019	\$1,057.56	
5604	1	PATRICIA DIANE NEAL	08/27/2019	\$148.80	
5605	1	SIGNET MARKETING	08/27/2019	\$167.00	
5606	1	STAPLES ADVANTAGE	08/27/2019	\$51.95	
5607	1	Virasec, LLC	08/27/2019	\$2,561.87	
5608	1	VISU-SEWER EAST, LLC	VOIDED	08/27/2019	\$2,850.00
5609	1	USPS	08/28/2019	\$842.50	
5610	1	BLADES ELIZABETH LOUISE 6254	08/29/2019	\$266.70	
5611	1	KELLEHER THOMAS A JR & ANDREA P TR 7026	08/29/2019	\$392.20	
5612	1	Nationwide Retirement Solutions	08/29/2019	\$695.00	
5613	1	Northern Shenandoah Valley Regional Commission	08/29/2019	\$19,584.32	
5614	1	VALLEY HEALTH OCCUPATIONAL HEALTH SERVICES	08/29/2019	\$73.00	
5615	1	VISU-SEWER EAST, LLC	08/29/2019	\$2,850.00	
51		Checks Totaling -		\$164,284.89	

### Totals By Fund

Fund	Checks	Voids	Total
100	\$148,233.79		\$148,233.79
501	\$2,405.23		\$2,405.23
502	\$13,645.87	\$2,850.00	\$10,795.87
<b>Totals:</b>	<b>\$164,284.89</b>	<b>\$2,850.00</b>	<b>\$161,434.89</b>

ACH Transactions

Date From - 8/1/2019 Date To - 8/31/2019

Town of Berryville

Description	Date	Amount
Virginia Retirement System	8/10/2019	\$ 23,280.52
Payroll Transfer - BW Non Exempt	8/9/2019	\$ 32,381.24
US Treasury - Payroll Taxes	8/7/2019	\$ 10,567.72
ICMA-RC VRS Hybrid	8/7/2019	\$ 558.09
Payroll Transfer - Town Council	8/13/2019	\$ 1,454.49
US Treasury - Payroll Taxes	8/13/2019	\$ 241.02
US Bank - Copier Lease	8/26/2019	\$ 1,240.22
Mansfield - Fuel Card Due	8/14/2019	\$ 730.37
Mansfield - Fuel Card Due	8/30/2019	\$ 903.03
Payroll Transfer - SM Exempt	8/15/2019	\$ 13,952.33
US Treasury - Payroll Taxes	8/15/2019	\$ 5,334.61
Treas of WV - Payroll Taxes	8/15/2019	\$ 431.00
Comp of MD - Payroll Taxes	8/15/2019	\$ 93.00
Treas of VA - Payroll Taxes	8/15/2019	\$ 2,464.00
Payroll Transfer - BW Non Exempt	8/21/2019	\$ 33,849.49
US Treasury - Payroll Taxes	8/21/2019	\$ 11,233.09
ICMA-RC VRS Hybrid	8/21/2019	\$ 558.09
Lincoln Financial - Disability Insurance	8/12/2019	\$ 851.11
Anthem	8/20/2019	\$ 29,424.00
Payroll Transfer - SM Exempt	8/29/2019	\$ 13,890.33
US Treasury - Payroll Taxes	8/29/2019	\$ 5,349.61
Treas of WV - Payroll Taxes	8/29/2019	\$ 473.00
Comp of MD - Payroll Taxes	8/29/2019	\$ 97.00
Treas of VA - Payroll Taxes	8/29/2019	\$ 2,535.00
		\$ 191,892.36



BERRYVILLE TOWN OF  
 DESIRÉE MORELAND  
 XXXX-XXXX-XXXX-  
 July 01, 2019 - July 31, 2019

**Company Statement**

**Purchasing Card**

**Account Information**

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

**Payment Information**

Statement Date ..... 07/31/19  
 Payment Due Date ..... 08/25/19  
 Days in Billing Cycle ..... 31  
 Credit Limit ..... \$500,000  
 Cash Limit ..... \$0  
 Total Payment Due ..... \$88,318.31

**Account Summary**

Previous Balance ..... \$78,622.22  
 Payments ..... -\$78,622.22  
 Credits ..... \$0.00  
 Cash ..... \$0.00  
 Purchases ..... \$88,318.31  
 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 ..... \$88,318.31

**Important Messages**

Please do not send payment. Your automatic payment is scheduled to be credited to this account on 08/23/19.

**Cardholder Activity Summary**

Account Number	Credits	Cash	Purchases and Other Debits	Total Activity
Credit Limit BOOR, RICK XXXX-XXXX-XXXX- 15,000	0.00	0.00	6,022.11	6,022.11
BOOTH, KEVIN XXXX-XXXX-XXXX- 1,000	0.00	0.00	273.52	273.52

7862222 8831831 8831831 4715291201837237



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



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

\*\*N0010793

Account Number: XXXX-XXXX-XXXX-  
 July 01, 2019 - July 31, 2019

Total Payment Due ..... \$88,318.31  
 Payment Due Date ..... 08/25/19

Enter payment amount

\$

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

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

5499900 1 1:0005 1 20 1837237



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

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

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

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

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

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



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

Thank you for your business.

Please write your change of address here:

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

( ) ( )

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

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

**Cardholder Activity Summary**

Account Number Credit Limit	Credits	Cash	Purchases and Other Debits	Total Activity
BRISTOL, TIM XXXX-XXXX-XXXX- 500	0.00	0.00	218.00	218.00
BUSSERT, ERNIE XXXX-XXXX-XXXX- 500	0.00	0.00	271.44	271.44
CULP, PAUL XXXX-XXXX-XXXX- 5,000	0.00	0.00	145.23	145.23
DORSEY, DANIEL XXXX-XXXX-XXXX- 500	0.00	0.00	12.73	12.73
DUNKLE, CHRISTY XXXX-XXXX-XXXX- 500	0.00	0.00	78.00	78.00
ELLIOTT, RALPH XXXX-XXXX-XXXX- 5,000	0.00	0.00	308.41	308.41
FERREBEE, DARRELL XXXX-XXXX-XXXX- 500	0.00	0.00	480.44	480.44
FRYE, BENJAMIN XXXX-XXXX-XXXX- 500	0.00	0.00	232.36	232.36
FRYER, SEAN XXXX-XXXX-XXXX- 500	0.00	0.00	2.44	2.44
GREEN, CONNOR XXXX-XXXX-XXXX- 500	0.00	0.00	151.70	151.70
HALTERMAN, HEATHER XXXX-XXXX-XXXX- 50,000	0.00	0.00	12,829.21	12,829.21
JOHNSON, KAREN XXXX-XXXX-XXXX- 1,000	0.00	0.00	318.59	318.59
KERN, JODI XXXX-XXXX-XXXX- 1,000	0.00	0.00	385.00	385.00
KERNS, CHRISTOPHER XXXX-XXXX-XXXX- 500	0.00	0.00	224.95	224.95
LINK, BRIAN XXXX-XXXX-XXXX- 1,000	0.00	0.00	442.76	442.76
MCCORMICK, HARRY XXXX-XXXX-XXXX- 500	0.00	0.00	228.28	228.28
MORELAND, DESIREE XXXX-XXXX-XXXX- 15,000	0.00	0.00	49,965.22	49,965.22
STOVER, KEITH XXXX-XXXX-XXXX- 1,000	0.00	0.00	63.95	63.95
TYRRELL, DAVE XXXX-XXXX-XXXX- 3,000	0.00	0.00	14,003.36	14,003.36
WHITE, NEAL XXXX-XXXX-XXXX- 15,000	0.00	0.00	1,660.61	1,660.61



## Transactions

Posting Transaction

Date	Date	Description	Reference Number	MCC	Charge	Credit
<b>BERRYVILLE TOWN OF</b>						
Account Number: XXXX-XXXX-XXXX-						<b>Total Activity</b>
07/23	07/23	AUTO PAYMENT DEDUCTION		0071		<b>-\$78,622.22</b>
<b>BOOR, RICK</b>						<b>78,622.22</b>
Account Number: XXXX-XXXX-XXXX-						<b>Total Activity</b>
07/09	07/08	IN *SELECT SPECIALTY PROD434-2963937 VA	24692169189100847551907	5169	552.13	<b>6,022.11</b>
07/09	07/08	TOTAL PEST SERVICES INC 540-9740768 VA	24755429189171896110665	7342	229.00	
07/12	07/10	WINCHESTER EQUIPMENT 540-6672244 VA	24073149192900011100084	5599	56.58	
07/15	07/12	STUART M PERRY #2 BERRYVILLE VA	24073149195900012300052	1771	1,434.53	
07/15	07/12	GRIFFITH ENERGY SERVIC 410-956-3000 MD	24258029195017041274074	5983	2,812.44	
07/16	07/15	JOHNNY BLUE, INC. 540-6650968 VA	24003419196900012736306	7394	82.00	
07/26	07/25	IN *SELECT SPECIALTY PROD434-2963937 VA	24692169206100447095395	5169	855.43	
<b>BOOTH, KEVIN</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-						<b>273.52</b>
07/11	07/10	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979192091403000220	5251	29.38	
07/12	07/11	FISHER AUTO PARTS 009 BERRYVILLE VA	24431069193200824000100	5533	11.04	
07/18	07/17	FISHER AUTO PARTS 009 BERRYVILLE VA	24431069199200824500079	5533	3.55	
07/23	07/22	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979204091407000503	5251	58.78	
07/23	07/22	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979204091407000529	5251	34.78	
07/29	07/27	TOTAL IMAGE WORKINGMANS SWINCHESTER VA	24755429209132091228708	5699	135.99	
<b>BRISTOL, TIM</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-						<b>218.00</b>
07/19	07/18	STREETCOP 732-261-3330 NJ	24492159199894832533257	8244	199.00	
07/22	07/19	FESTIVAL DRY CLEANERS BERRYVILLE VA	24755429201732018039811	7216	5.00	
07/24	07/23	FESTIVAL DRY CLEANERS BERRYVILLE VA	24755429205732053221726	7216	14.00	
<b>BUSSERT, ERNIE</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-						<b>271.44</b>
07/10	07/08	MCMaster-CARR 630-834-9600 IL	24789309190866100108493	5085	258.15	
07/11	07/10	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979192091403000063	5251	6.84	
07/26	07/25	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979207091403000413	5251	6.45	
<b>CULP, PAUL</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-						<b>145.23</b>
07/22	07/19	STAPLS7222146713000001 877-8267755 NJ	24164079200105188281456	5111	68.15	
07/25	07/24	STAPLS7222387950000001 877-8267755 NJ	24164079205105231392461	5111	53.32	
07/26	07/25	STAPLS7222477048000001 877-8267755 NJ	24164079206105242387509	5111	23.76	
<b>DORSEY, DANIEL</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-						<b>12.73</b>
07/24	07/23	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979205091409000153	5251	12.73	
<b>DUNKLE, CHRISTY</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-						<b>78.00</b>
07/26	07/25	DEPARTMENT OF ENVIRONMENT804-6984279 VA	24755429207132071450704	9399	78.00	
<b>ELLIOTT, RALPH</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-						<b>308.41</b>
07/01	06/28	LOWES #02724* WINCHESTER VA	24692169179100327590583	5200	36.85	
07/19	07/18	CONSTRUCTION MATERIALS G WINCHESTER VA	24210739199207486900047	1711	201.03	
07/22	07/19	RIDERSVILLE HONDA BERKELEY SPRIWV	24760629202470001166559	5571	48.11	
07/30	07/29	CONSTRUCTION MATERIALS G WINCHESTER VA	24210739210207486600014	1711	22.42	
<b>FERREBEE, DARRELL</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-						<b>480.44</b>
07/11	07/09	WINCHESTER BUILDING SUPP 540-667-2301 VA	24323009191754158826232	1771	465.75	
07/22	07/19	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979201091401000049	5251	14.69	
<b>FRYE, BENJAMIN</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-						<b>232.36</b>
07/24	07/23	TOTAL IMAGE WORKINGMANS SWINCHESTER VA	24755429205132053612430	5699	144.49	
07/24	07/23	WM SUPERCENTER #3344 WINCHESTER VA	24445009205400159607646	5411	87.87	
<b>GARNER, SEAN</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-						<b>2.44</b>
07/09	07/09	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979191091401000025	5251	2.44	
<b>LEN, CONNOR</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-						<b>151.70</b>
07/01	06/28	USPS PO 5107560300 BERRYVILLE VA	24137469180001408353566	9402	1.30	
07/03	07/02	DEPARTMENT OF PROFESSIONA804-3678597 VA	24755429183271831423862	9399	100.00	
07/16	07/15	JNO. S SOLENBERGER AND C WINCHESTER VA	24138299197400003729306	5251	37.19	
07/26	07/25	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979207091403000140	5251	13.21	
<b>HALTERMAN, HEATHER</b>						<b>Total Activity</b>
Account Number: XXXX-XXXX-XXXX-						<b>12,829.21</b>

**Transactions**

Posting Date	Transaction Date	Description	Reference Number	MCC	Charge	Credit
07/02	07/01	DGS DIV PURCHASE AND SUPPL807-2253796 VA	24755429183121838630409	9399	1,360.00	
07/04	07/04	Amazon web services aws.amazon.coWA	24692169185100048919063	7399	0.62	
07/09	07/08	USPS PO 5107560300 BERRYVILLE VA	24137469190001263534084	9402	290.00	
07/15	07/12	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231689193747004128207	4900	99.56	
07/15	07/12	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231689193747004128330	4900	475.37	
07/19	07/18	AMZN Mktg US*MH1WP36I0 Amzn.com/billWA	24692169199100057945144	5942	25.59	
07/19	07/18	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231689199747004311526	4900	5,000.00	
07/26	07/25	IN *TRUESHRED 888-7508783 VA	24692169206100447097607	7399	53.00	
07/26	07/25	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24431059206083746981912	4900	2,679.76	
07/31	07/30	USPS PO 5107560300 BERRYVILLE VA	24137469212001464811558	9402	165.55	

**JOHNSON, KAREN** **Total Activity**  
Account Number: XXXX-XXXX-XXXX- **318.59**

07/03	07/02	STAPLS7221268223000001 877-8267755 NJ	24164079183105018233827	5111	101.70	
07/04	07/03	STAPLS7221315200000001 877-8267755 NJ	24164079184105028676352	5111	26.06	
07/08	07/06	STAPLS7221391784000001 877-8267755 NJ	24164079188105039408445	5111	89.76	
07/12	07/11	STAPLS7221653926000001 877-8267755 NJ	24164079192105102806206	5111	60.89	
07/15	07/13	STAPLS7221653926000002 877-8267755 NJ	24164079195105972806200	5111	40.18	

**KERN, JODI** **Total Activity**  
Account Number: XXXX-XXXX-XXXX- **385.00**

07/24	07/23	UVA COOPER CNTR CONF WEB 434-9825714 VA	24755429205732053911771	8220	185.00	
07/26	07/24	UVA COOPER CNTR CONF WEB 434-9825714 VA	24755429206172062071839	8220	125.00	
07/26	07/24	UVA COOPER CNTR CONF WEB 434-9825714 VA	24755429206172062071847	8220	75.00	

**KERNS, CHRISTOPHER** **Total Activity**  
Account Number: XXXX-XXXX-XXXX- **224.95**

07/26	07/25	TOTAL IMAGE WORKINGMANS SWINCHESTER VA	24755429207132074714148	5699	140.24	
26	07/25	WM SUPERCENTER #1406 WINCHESTER VA	24445009207400165002541	5411	84.71	

**JK, BRIAN** **Total Activity**  
Account Number: XXXX-XXXX-XXXX- **442.76**

07/09	07/08	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979190091409000333	5251	10.07	
07/12	07/11	MCCARTHY TIRE 28, WINCHE 540-6623000 VA	24251379192018027819667	5533	320.16	
07/12	07/11	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979193091405000375	5251	16.65	
07/18	07/16	ANDERSON'S NURSERY BERRYVILLE VA	24061069198016025658005	5261	95.88	

**MCCORMICK, HARRY** **Total Activity**  
Account Number: XXXX-XXXX-XXXX- **228.28**

07/01	06/30	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979182091403000198	5251	8.81	
07/04	07/03	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979185091409000132	5251	117.39	
07/24	07/23	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979205091409000054	5251	17.95	
07/29	07/26	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979208091405000170	5251	16.65	
07/29	07/26	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979208091405000410	5251	3.71	
07/29	07/28	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979210091409000305	5251	3.55	
07/31	07/30	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979212091403000218	5251	45.53	
07/31	07/30	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979212091403000267	5251	14.69	

**MORELAND, DESIREE** **Total Activity**  
Account Number: XXXX-XXXX-XXXX- **49,965.22**

07/01	06/28	CORE & MAIN LP 514 304-263-6986 WV	24792629179206962900045	5039	11,749.88	
07/08	06/26	COYNE CHEMICAL CROYDON PA	24137469186200167183537	5169	444.94	
07/15	07/12	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231689193747004127944	4900	5,609.01	
07/15	07/12	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231689193747004128017	4900	4,868.97	
07/16	07/15	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24431059196083726254589	4900	20,479.20	
07/16	07/15	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24431059196083732831008	4900	100.00	
07/16	07/16	COMCAST 800-COMCAST MD	24692169197100372296282	4899	87.80	
07/17	07/16	VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692169197100598142021	4814	411.38	
07/17	07/16	VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692169197100598142039	4814	191.02	
07/17	07/16	VERIZON*ONETIMEPAYMENT 800-VERIZON FL	24692169197100598142047	4814	190.69	
07/17	07/16	VA DEPARTMENT OF STATE PO804-6742000 VA	24755429197261976241702	9399	20.00	
07/18	07/16	TelRite Corporation COVINGTON GA	2439349919800532264482	4814	16.88	
07/19	07/18	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231689199747004311534	4900	4,309.99	
6	07/25	VA DMV ONLINE BILLING PAY804-3670595 VA	24755429207132071559249	9399	675.00	
9	07/26	VERIZONWRLSS*RTCCR VB 800-922-0204 FL	24692169207100707572256	4814	810.46	

**STOVER, KEITH** **Total Activity**  
Account Number: XXXX-XXXX-XXXX- **63.95**

07/15	07/12	BIG DADDY AUTOMOTIVE LLC BERRYVILLE VA	24247609193200143857005	7538	20.00	
07/16	07/15	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979197091403000258	5251	12.33	
07/17	07/16	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801979198091405000404	5251	17.63	
07/24	07/22	RIDERSVILLE HONDA BERKELEY SPRIVV	24760629205470001141088	5571	13.99	

**TYRRELL, DAVE** **Total Activity**  
Account Number: XXXX-XXXX-XXXX- **14,003.36**



**Transactions**

Posting Transaction

Date	Date	Description	Reference Number	MCC	Charge	Credit
07/02	07/01	VA RURAL WATER 540-261-7178 VA	24492159183894189315637	8299	400.00	
07/03	06/24	COYNE CHEMICAL CROYDON PA	24137469183200225970076	5169	701.32	
07/03	07/02	COYNE CHEMICAL 215-785-3000 PA.	24137469183200225970159	5169	688.04	
07/03	07/01	WEF MAIN 703-684-2400 VA	24009589183300567249970	8699	165.00	
07/03	07/02	DS SERVICES STANDARD COFF800-4928377 GA	24717059183281834724358	5199	36.37	
07/03	07/01	YOURMEMBERSHIP CAREERS 727-827-0046 FL	24801979184690398800252	7399	249.00	
07/08	07/06	NPC*NEW PIG CORP 800-468-4647 PA	24692169187100742556235	5964	498.70	
07/09	07/08	AMAZON.COM*MH8GT7PF2 AMZNAMZN.COM/BILLWA	24431069189083311613478	5942	114.95	
07/10	07/08	MCMaster-CARR 630-834-9600 IL	24789309190866100108519	5085	270.42	
07/11	07/10	AMZN Mktg US*MH0DN7QK1 Amzn.com/billWA	24692169191100872062131	5942	635.92	
07/17	07/16	IN *CONSOLIDATED ELECTRIC540-6625994 VA	24692169197100834171388	1731	480.00	
07/17	07/16	COYNE CHEMICAL 215-785-3000 PA	24137469197200216351215	5169	1,335.60	
07/17	07/16	COYNE CHEMICAL 215-785-3000 PA	24137469197200216351397	5169	1,087.85	
07/17	07/16	JOINER MICRO LABORATORIE 540-347-7212 VA	24435659198200389100054	7399	2,050.00	
07/17	07/16	CUMMINS INC - M3 540-931-9114 VA	24431069198207009400018	5085	474.93	
07/18	07/16	GERALD TAYLOR CO INC 301-5822800 MD	24142029198900016600026	0780	821.25	
07/18	07/17	USA BLUE BOOK 800-548-1234 IL	24326849198636000063891	5085	382.93	
07/18	07/17	HARBOR FREIGHT TOOLS 595 WINCHESTER VA	24231689199400022969319	5251	149.99	
07/23	07/22	HÉRCULES HARDWARE 414-362-2115 WI	24202989203027013897051	7399	215.11	
07/24	07/23	WAV*LANDCARE PROPERTY MAI703-8011868 VA	24906419204076740268272	0780	1,805.00	
07/25	07/23	MCMaster-CARR 630-834-9600 IL	24789309205957600079616	5085	209.80	
07/29	07/25	MCMaster-CARR 630-834-9600 IL	24789309207970200094263	5085	661.01	
07/29	07/27	NOR*NORTHERN TOOL 800-222-5381 MN	24692169208100694603857	5251	100.48	
07/29	07/26	BERRYVILLE AUTO PARTS INCBERRYVILLE VA	24767899209976800302760	5533	20.00	
07/29	07/28	AMAZON.COM*MA8N56F60 AMZNAMZN.COM/BILLWA	24431069210083309702252	5942	74.90	
07/31	07/30	AMZN Mktg US*MA1XZ9E41 Amzn.com/billWA	24692169211100371486258	5942	184.85	
07/31	07/30	AMZN Mktg US*MA4GZ6ZNO Amzn.com/billWA	24692169211100393340525	5942	69.99	

WHITE, NEAL

Account Number: XXXX-XXXX-XXXX.

**Total Activity**  
**1,660.61**

07/16	07/15	IN *POLICE AND SHERIFFS P912-5370780 GA	24692169196100141024974	7399	32.55	
07/17	07/15	KUSTOM SIGNALS 913-492-1400 KS	24247609197500735161435	5065	316.00	
07/17	07/16	VIRGINIA ASSOCIATION OF CGLEN ALLEN VA	24639239197900018600053	8699	175.00	
07/17	07/16	IACPNET 651-222-6506 MN	24258029197017045946675	8699	275.00	
07/17	07/15	BERRYVILLE AUTO PARTS INC800-4498012 VA	24767899197908300513368	5533	197.86	
07/18	07/16	TIRE WORLD WHOLESale, LLC301-6989200 MD	24639239198900019400122	5532	664.20	

**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.

Town Manager

**Town Council Agenda Item Report Summary  
September 10, 2019**

**Item Title**

23 East Main Street

**Prepared By**

Keith Dalton, Town Manager

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**Background/History/General Information**

The Town has rented the old Town Office located at 23 East Main Street to Berryville Main Street for nearly a decade. During that time the first floor of the building has housed the Fire House Gallery and the Berryville Main Street office. Berryville Main Street has rented the two second floor spaces as a part of the Town/Berryville Main Street effort to incubate new businesses.

The current lease became effective on March 1, 2018 and will expire on February 28, 2021.

**Findings / Current Activity**

The Berryville Main Street Board of Directors has decided to close the Fire House Gallery.

Staff is awaiting word from Berryville Main Street about what it wants to do vis-à-vis the property in question. Staff hopes to have something from Berryville Main Street by the time of the meeting.

**Financial Considerations**

Currently, the Town receives \$510 per month in rent from Berryville Main Street.

**Schedule/Deadlines**

Staff would like to gain clarity on what will happen with the 23 East Main Street as soon as possible in hopes that some of the occupancies can be filled prior to the beginning of the Christmas shopping season.

**Other Considerations**

Staff is unable to determine other considerations at this time.

**Attachments**

- Current lease for 23 East Main Street

**Recommendation**

Assuming that staff has received information from Berryville Main Street, it would be helpful if the Town Council discussed the matter and provided staff with guidance as to how it should proceed in this matter (if any action is needed).

**Sample Motion**

None

THIS LEASE, dated the 15<sup>th</sup> day of FEBRUARY, 2018,  
by and between the TOWN OF BERRYVILLE, VIRGINIA, hereinafter called  
the Lessor, and DOWNTOWN BERRYVILLE, INC., a Virginia nonstock  
corporation, dba Berryville Main Street, hereinafter called the Lessee.

W I T N E S S E T H:

The Lessor agrees to lease to the Lessee, and the Lessee agrees to lease  
from the Lessor, the following described property under the following terms  
and conditions:

1. DESCRIPTION:

A. The premises herein leased is a portion of the first and  
second floor of the building located at 23 E. Main Street as shown on attached  
Exhibit A, together with a 70' by 25.33' parking area as generally shown on  
attached Exhibit B ("the property" or "the premises").

B. In addition, the Town Manager, with approval from the  
Town Council, may extend written revocable permission to Lessee to use all or  
a portion of a building (livery stable) not subject to this Lease for access to the  
leased premises and/or for storage use.

2. TERM:

The term of this lease shall be for three (3) years, beginning

on the 1st day of March, 2018, and ending on the 28th day of February, 2021.

3. RENT:

A. As rental for the property, the Lessee shall pay the Lessor the sum of \$500.00 per month for the first year of the lease, with the monthly rent increasing by two percent (2%) on each March 1 during the term of the lease.

B. Rent shall be payable in advance on the first day of each month, beginning March 1, 2018.

C. If any rental payment is paid after the fifth (5th) day of the month but by the tenth (10th) day of the month, a penalty equal to five percent (5%) of the rental amount shall be due and payable to Lessor in addition to the rental payment. If any rental payment is not made by the tenth (10th) day of the month, a penalty equal to ten percent (10%) of the rental amount shall be due and payable to Lessor in addition to the rental payment. If any rental payment is not paid within thirty (30) days of the due date, the rental amount and penalty amount shall carry interest at ten percent (10%) per annum from the tenth (10th) day of the month in which the rental payment was due, and, in addition, the Lessor shall have the remedies set forth in Paragraph 16 of this Lease.

4. SECURITY DEPOSIT:

Lessor agrees not to require Lessee to pay a security deposit.

5. ASSIGNMENT:

A. The Lessee shall not assign this lease or sublet the leased premises or any part thereof without the written consent of the Lessor.

B. The Lessee may, without prior written consent of the Lessor, sublet second floor space to businesses for the purpose of business incubation and development, provided that no such business may lease space for more than twenty-four (24) months.

6. USE:

It is expressly agreed that this lease is executed in order that the Lessee may use the premises for Berryville Main Street offices and other activities to promote Berryville's downtown and the economic development of the Town of Berryville, and the property shall not be put to any other use without the written consent of the Lessor.

7. UTILITIES:

Lessee shall be responsible for all utility services to the premises including, but not limited to, electric, phone, cable, and water and sewer.

Lessee shall also pay all charges for heating oil.

8. REPAIRS BY LESSOR:

A. The Lessor agrees that during the term of this lease and any renewal thereof, Lessor shall do the following:

(1) Keep the outer walls in proper and substantial repair;

(2) Keep the roof in proper and substantial repair;

(3) Make necessary major repairs (repairs in excess of \$500.00 each) to the heating and air conditioning systems.

(4) Maintain the exterior appearance of the building, except as herein provided.

B. It is agreed by the parties that Lessor is not an insurer and that Lessor's responsibility and liability for each of the items of maintenance and repair set forth above shall be to make the proper repairs within a reasonable time after the necessity, nature, and location thereof has been called to Lessor's attention by Lessee.

9. OPERATION/REPAIR/MAINTENANCE BY LESSEE:

In regard to the use and occupancy of the premises, Lessee shall (i) maintain the premises in good condition; (ii) except such repairs as is the responsibility of the Lessor as set forth above, make all necessary repairs to the premises, including, without limitation, plumbing repairs and minor repairs

(repairs up to \$500.00 each) to the heating and air conditioning systems; provided, however, the cost of necessary repairs paid by Lessee in excess of \$1,000.00 per lease year shall be reimbursed by Lessor if prior written approval for the repairs was given by Lessor; (iii) be responsible for prompt snow and ice removal from the sidewalk in front of the premises; and the leased parking area; (iv) keep the inside and outside of all glass in the doors and windows of the premises clean; (v) keep all exterior store front surfaces of the premises clean; (vi) replace promptly, at Lessee's expense, any cracked or broken plate or window glass of the premises with glass of like kind and quality; (vii) maintain the premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (viii) keep any garbage, trash, rubbish or refuse in closed containers; (ix) repair promptly at its expense any damage to the premises caused by bringing into the premises any property for Lessee's use, or by the installation or removal of such property, or caused by any act or omission of Lessee, their agents, employees, contractors or invitees; (x) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the premises; (xi) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect; and (xii) conduct Lessee's business in all respects in a dignified manner.

10. EXTERIOR DESIGN AND SIGNS:

The Lessor shall have control of the exterior design of the premises and Lessee shall not paint or decorate any part of the exterior of the premises without first obtaining the written approval of Lessor. The Lessee shall have the right to erect and maintain on the exterior of the premises, at Lessee's own expense, signs, advertising matter, or a logo, including lettering or other advertising matter on the glass of the premises, necessary or appropriate to the conduct of the business of Lessee; provided, however, that no such signs or other matters shall be erected without the prior approval of Lessor as to design, size, color, and location, and without any necessary approval from the appropriate agency of the Town of Berryville.

11. ALTERATIONS AND IMPROVEMENTS BY LESSEE:

A. Lessee, prior to making any improvements or alterations to the premises, shall submit to the Lessor plans and specifications for such work (the "Construction Documents"), including, but not limited to, all electrical, plumbing, mechanical, and architectural plans and specifications. Lessor shall review the Construction Documents submitted by the Lessee, and, if same are approved by Lessor, Lessee shall submit such Construction Documents to the appropriate governmental agencies together with an application for all permits and licenses necessary to commence such

construction work. Lessor shall not be liable for any delay in obtaining such permits or licenses. The cost of any such permits or licenses shall be the responsibility of Lessee. Lessee shall be entitled to commence work in the premises upon receipt of all necessary permits and licenses.

B. In the event the Construction Documents submitted by Lessee are not acceptable to the Lessor or the appropriate governmental agencies for any reason, Lessor and Lessee shall cooperate in revising such Construction Documents to a point where they will be acceptable to Lessor and the appropriate governmental agency.

C. All improvements made by Lessee shall be considered a part of the real estate and as such the property of Lessor, except for items of tangible personal property not affixed to the demised premises.

12. PROCEDURES FOR LESSEE'S ALTERATION AND IMPROVEMENT WORK:

A. Prior to the commencement of any improvement work in the premises, Lessee shall:

(1) Obtain Lessor's written approval of the Construction Documents as set forth above;

(2) Have in its possession the permits and licenses necessary for the improvement work;

B. Lessee shall conduct the improvement work in the premises in accordance with reasonable rules and regulations promulgated by Lessor or its agent, including, but not limited to, the following:

(1) All work by Lessee shall conform to the Construction Documents as approved by Lessor and shall conform to all local, state, and national codes, laws, rules and regulations;

(2) Lessee shall not permit its construction activities to interfere with the quiet enjoyment of the building in which the demised premises are located, or of the adjoining buildings.

(3) Lessee shall, at Lessee's expense, remove from the premises and adjoining areas all trash and debris as same accumulates;

(4) Lessee shall not use or permit the use of any areas outside the premises for any construction activities unless expressly consented to in writing by Lessor; and

(5) Lessee shall, at all times, enforce strict discipline and good order among their contractors, subcontractors, and employees.

C. In the event Lessee shall fail to perform the improvement work in accordance with the rules and regulations of Lessor, Lessor shall have the right to either (a) perform the obligation which Lessee

have failed to perform, or (b) repair any damage caused by Lessee's failure to comply, including, without limitation, the correction of any deviation from the Construction Documents and the correction of any defects, and Lessee shall pay to Lessor on demand, all of Lessor's costs associated therewith. Lessee shall be responsible and liable for any and all damage to the premises caused either directly or indirectly by Lessee's construction activities.

13. DEFAULT:

A. If any rent shall be due or unpaid for a period of thirty (30) days, or if default shall be made in any of the conditions or covenants herein contained, or if the said premises or any part thereof shall be vacated by the Lessee during the term granted by this lease, the Lessor may recover and resume possession of said property, either by force or otherwise, without being liable to prosecution therefor, remove all persons and property therefrom, relet the said premises as agent for the Lessee, receive and collect the rents thereof, applying the same first to the payment of such expenses as the Lessor may have incurred in recovering the possession of the said property and reletting the same, secondly to the payment of any costs or expenses that the Lessor may have incurred, either for repairs or by reason of any condition or covenant being unfulfilled on the part of the Lessee, and then to the payment of any rent due or to become due under the terms of this lease, with interest,

and the Lessee agrees to pay any deficiency which may arise.

B. Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any breach of this Lease and for any costs or expenses, including attorneys fees, incurred by Lessor in enforcing the terms of this Lease, or in pursuing any legal action for the enforcement of Lessor's rights.

14. LIABILITY:

The Lessor shall not be liable for any injuries to any person or for any damages to any property on or about the demised premises. The foregoing shall apply to injuries or damages to any property of Lessee, except such injuries or damages as directly result from Lessor's failure to comply with the provisions of Paragraph 8 of this lease.

15. INDEMNITY:

Lessee shall indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any

law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements thereon, for property owned by or work done by Lessee.

16. DAMAGE OR DESTRUCTION:

If the demised premises shall, without fault of Lessee, be destroyed or be so damaged as to become wholly or partially untenable by fire or by providential means, then, if the Lessor shall elect to rebuilt or repair, this Lease shall remain in force and Lessor shall rebuild or repair the premises within a reasonable time after such election, putting premises in as good condition as they were at time of destruction or damage, and for that purpose they may enter said premises, and rent shall abate during time the premises are untenable; but if Lessor does not elect as aforesaid to rebuild or repair, then Lessor shall have possession of the premises hereby let, and Lessee shall deliver and surrender to Lessor such possession, and this Lease shall become void and the term hereby created end; and on such delivery and surrender being made or on the recovery of said premises by Lessor the Lessee shall receive a prorate refund of prepaid rent, or the obligation to pay rent shall cease, as applicable.

17. INSPECTION AND ACCESS:

A. The Lessor and its agents shall have the right during the term of this Lease to visit, inspect, and make necessary repairs to the leased premises at any reasonable hour.

B. The Lessor shall have the right during the term of the Lease to access the site in order to enter portions of the building not subject to the lease. Lessee agrees that such access must occur through leased space and agrees to provide access at any reasonable hour. The Lessee agrees to park only in identified spaces and not to block access to the rear of the building.

18. INSURANCE:

A. Minimum Insurance Coverage Requirements: Lessee shall, at its own expense, keep in full force and effect during the term of this lease, and during the term of any extension of this lease, insurance coverage's in the following amounts:

Commercial General Liability:

\$1,000,000 each occurrence (Bodily Injury and Property Damage)

\$2,000,000 General Aggregate

\$1,000,000 per person or organization (Personal and Advertising Injury)

\$1,000,000 each (CGL/AL/EL) occurrence/\$2,000,000 Annual Policy Aggregate

Workers Compensation as required by Code of Virginia.

B. Lessee shall have the aforesaid insurance coverage apply to Lessee's use of non-leased premises pursuant to paragraph 1.B.

C. The Town shall be named as an additional insured on any policy obtained by Lessee pursuant to this paragraph. Lessee shall annually furnish the Town with a Certificate of Insurance documenting that the aforesaid insurance coverage has been obtained.

19. ENTIRE AGREEMENT:

This Lease constitutes the entire agreement among the parties and may not be amended except by written instruments executed by each of the parties.

20. CONSTRUCTION OF THE LEASE:

This Lease shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

21. COMPUTATION OF TIME:

If the time period or date by which any right, option, or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, expires or occurs on a Saturday, Sunday, or legal, bank, or Clarke County Circuit Court Clerk's Office holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

22. BINDING:

The Lease shall inure to the benefit of, and be binding upon, the successors and assigns of the parties.

23. RIGHT TO RE-LEASE:

If the demised premises is to be available for lease by Lessor at the expiration of the three (3) year term of this Lease, or at the expiration of any subsequent one-year term, the Lessor shall give the Lessee the first right to re-lease the premises for a term of one (1) year, upon the same conditions, except the amount of rent, as contained in this Lease. If Lessee should desire to re-lease the premises at the expiration of the three (3) year term or any subsequent one-year term, Lessee shall so notify the Lessor in writing at least ninety (90) days prior to the expiration of term, and upon being so notified the Lessor shall inform the Lessee in writing at least sixty (60) days prior to the expiration of said term of the amount of rent for the new term. The Lessee shall then notify the Lessor in writing at least thirty (30) days prior to the expiration of said term as to whether or not the Lessee will elect to re-lease the premises.

24. NOTICES:

All notices, demands, or other communications that may be necessary or proper hereunder shall be deemed duly given if personally

delivered, sent via certified mail, return receipt requested, or sent overnight courier service, such as Federal Express, UPS, or Airborne, addressed respectively as follows:

If to Lessor:

Town of Berryville, Virginia  
ATTN: Town Manager  
101 Chalmers Court, Suite A  
Berryville, VA 22611

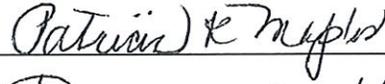
If to Lessee:  
Berryville Main Street  
ATTN: Executive Director  
23 East Main Street  
Berryville, VA 22611

TOWN OF BERRYVILLE, VIRGINIA, Lessor

BY:  (SEAL)  
Keith R. Dalton, Town Manager

DOWNTOWN BERRYVILLE, INC, Lessee

Virginia  
Sharon Parrish  
Patricia K. Maples  
26<sup>th</sup> Feb 2018  
Sharon Parrish

BY:  (SEAL)  
Patricia K. Maples  
(Printed Name) (Position)  
President, Berryville Main Street

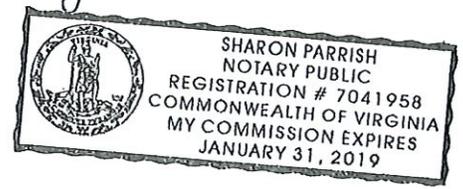
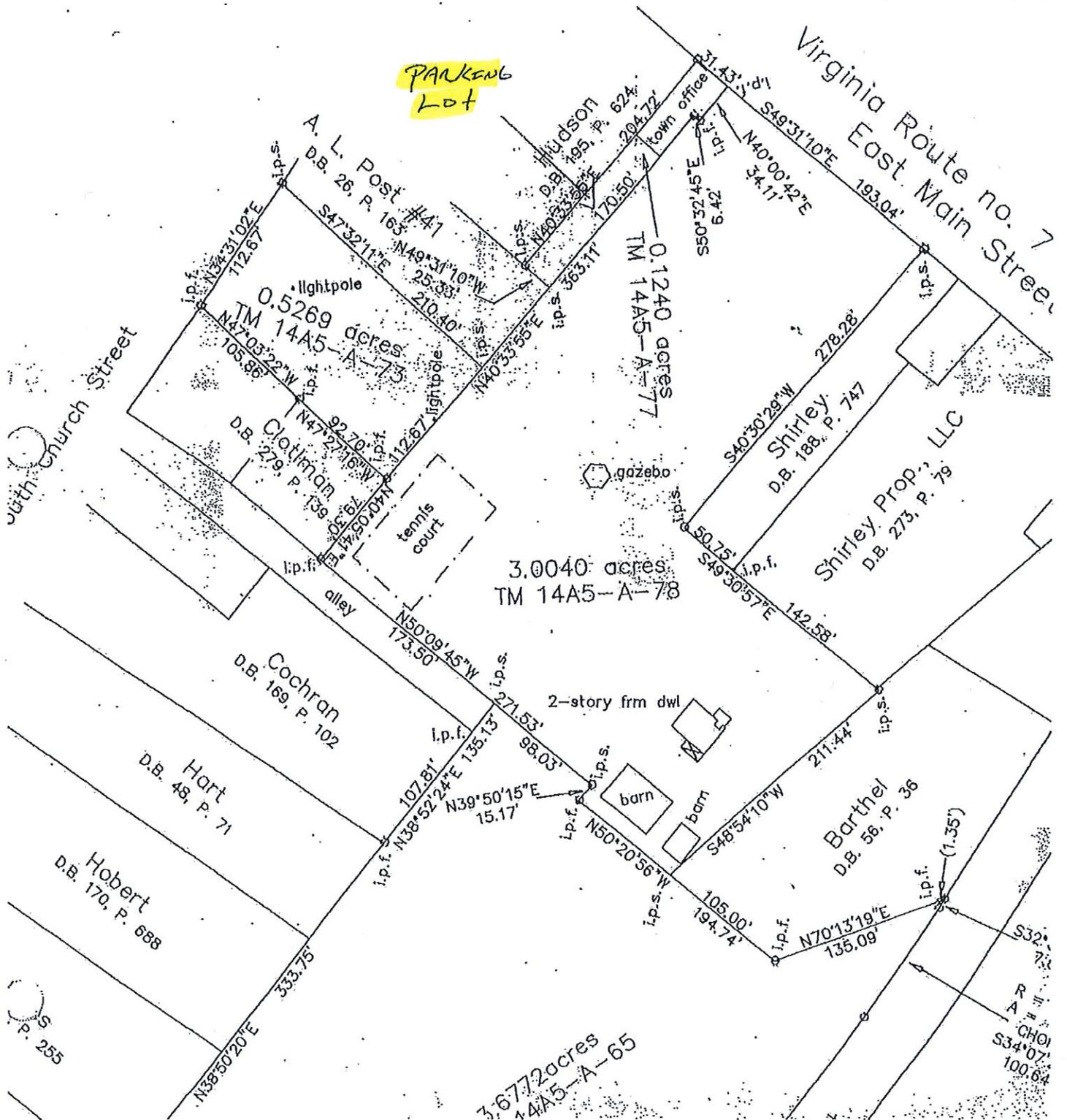




EXHIBIT B

PARKING LOT



**Town Council Agenda Item Report Summary  
September 10, 2019**

**Item Title**

Maintenance of Conservation Areas /§13-32 & §13-32.1 of the Berryville Code

**Prepared By**

Keith Dalton, Town Manager

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**Background/History/General Information**

§13-32 and §13-32.1 of the Berryville Code regulate the height to which grass and weeds may be permitted to grow on properties in Town. These ordinance sections require that properties be maintained so that such growth not exceed twelve (12) inches in height.

Storm water regulations promulgated by the Commonwealth has changed significantly over the past number of years and part of the change has been the use of areas such as Conservation Areas to improve water quality downstream of development.

Two subdivision applications that will soon be submitted to the Town include Conservation Areas. Though it has been very difficult to get information on how these areas may be maintained, staff was told that the areas may not be mowed more than twice per year. If such areas may not be mowed more than twice per year, then they will most definitely be out of compliance with §13-32 and §13-32.1 for much of the year.

Staff has requested information from the engineering firms who are designing the subdivisions in question as well as the Department of Environmental Quality. Recently one engineering firm provided more detailed information to staff but the packet has not been reviewed in any detail.

From the cursory review, it appears that these Conservation Areas may be mowed no more than four (4) times per year. While this is much better than what was first thought, it is likely that in certain years the area will not comply with § 13-32 and §13-32.1 as currently written.

**Findings / Current Activity**

Staff would like to work with a Committee of the Council to examine whether §13-32 and §13-32.1 can be amended to accommodate these storm water quality improvement measures while still addressing the needs of area residents.

**Financial Considerations**

It is too early to discuss this aspect of the matter in any detail.

**Schedule/Deadlines**

The subdivisions in question will likely be submitted in the next month.

**Other Considerations**

Staff is unable to determine other considerations at this time.

**Attachments**

- § 13-32 of the Berryville Code
- A sample Land Cover Easement for VRRM Compliance from Loudoun County

**Recommendation**

Staff recommends that this matter be forwarded to the Public Safety Committee with a request that it report back to the Council at its October 2019 meeting.

**Sample Motion**

None

Sec. 13-32. - Removal of weeds and other foreign growth.

- (a) The owners of property in the town shall, at such time or times as the council may prescribe, shall cut or provide for the cutting thereon of grass, weeds and other foreign growth at intervals to be designated by council or as often as may be necessary to prevent breeding and harboring places for insects, reptiles and rodents and to prevent other hazards to the health or safety of residents of the town or other nuisances.
- (b) The owners of vacant developed or undeveloped property in the town, including such property upon which buildings or other improvements are located, shall cut the grass, weeds and other foreign growth on such property or any part thereof at such time or times as council shall prescribe. Council may, whenever it is deemed necessary, after reasonable notice, have such grass, weeds or other foreign growth cut by its agents or employees, in which event the cost and expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the town as taxes and levies are collected.
- (c) For purposes of this section, one (1) written notice per growing season to the owner of record of the subject property shall be considered reasonable notice.
- (d) Violations of this section shall be subject to a civil penalty of fifty dollars (\$50.00) for the first violation, or violations arising from the same operative facts. Each business day during which the same violation is found to have existed shall constitute a separate offense. Subsequent violations not arising from the same set of operative facts within twelve (12) months of the first violation shall be subject to a civil penalty of two hundred dollars (\$200.00). In no event shall a series of violations of specified violations arising from the same set of operative facts result in civil penalties that exceed a total of three thousand dollars (\$3,000.00) in a twelve-month period.
- (e) That every charge authorized by this section with which the owner and lienholder of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and enforceable in the same manner as provided in Articles 3 (§ 58.1-3940 et seq.) and 4 (§ 58.1-3965 et seq.) of Chapter 39 of Title 58.1, Code of Virginia, 1950, as amended.

(Code 1971, § 8-4; Ord. of 9-8-87; Ord. of 3-14-92; Ord. of 9-12-95; Ord. of 12-9-14(1))

Cross reference— Removal of accumulations of garbage and refuse, § 8-2.

State Law reference— Authority for above section, Code of Virginia, § 15.2-901.

Sec. 13-32.1. - When action to be taken pursuant to section 13-32.

Whenever the chief of police certifies in writing to the town manager that there has existed on any property in the town, grass weeds or other foreign growth exceeding a uniform height of twelve (12) inches for a continuous period of forty-eight (48) hours, the town manager is authorized to proceed pursuant to

section 13-32 of the Code of the Town of Berryville.

(Ord. of 6-11-96; Ord. of 12-9-14(1))

# Committee Reports

# Budget and Finance Committee

# Community Development Committee

Personnel, Appointments, and Policy  
Committee

# Public Safety Committee

## **Town Council Agenda Item Report Summary September 10, 2019**

### **Item Title**

Repeal and re-adopt Chapter 20 of the Berryville Code

### **Prepared By**

Keith Dalton, Town Manager

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### **Background/History/General Information**

Over two years ago, the Public Safety Committee determined that it would review Chapter 20 of the Berryville Code. The Committee worked with staff to review the existing ordinance and to review related ordinances of other jurisdictions in the Commonwealth.

The Committee's review revealed a need for updating the Town's approach to parades, demonstrations, and the like. The Committee also found approaches taken by other jurisdictions that it preferred.

Staff was tasked with developing new ordinances, regulations, policies, forms, and the like for submission to the Committee.

The drafts were reviewed by the Town's legal counsel.

The Committee completed its review in June and determined that this matter was ready for review by the full Town Council.

### **Findings / Current Activity**

Staff has finalized the following documents:

- A new Berryville Code Chapter 20 titled Special Events
- A revised Berryville Code Section 10-7 (General authority of town manager relative to traffic)
- A new Berryville Code Section 9-34 (Carnivals, circuses, speedways; penalties; certain restrictions)
- New Regulations for Special Events and Demonstrations (which would be adopted pursuant to the new Chapter 20)

### **Financial Considerations**

It is not expected that the adoption of the code sections and regulations in question will significantly affect the Town financially. However, having up to date and newly vetted ordinances and regulations are important measures to make sure that the Town is addressing such matters in a proper fashion and that should limit exposure to suit.

### **Schedule/Deadlines**

The Public Safety Committee desires to review the draft documents with the full Council and provide the public with an opportunity to have input on the proposed changes.

### **Other Considerations**

None

**Attachments**

- A new Berryville Code Chapter 20 titled Special Events
- A revised Berryville Code Section 10-7 (General authority of town manager relative to traffic)
- A new Berryville Code Section 9-34 (Carnivals, circuses, speedways; penalties; certain restrictions)
- New Regulations for Special Events and Demonstrations (which would be adopted pursuant to the new Chapter 20)

**Recommendation**

Develop a schedule for Town Council review of this matter. Said schedule would include a public input session prior to adopting new or amended ordinances or regulations.

**Sample Motion**

None

May 17, 2019

Sec. 20-1. - Purpose.

The purposes of this article are to:

- (a) To establish procedures and standards governing the use of public property by non-town organizations and individuals for the purpose of conducting events, and to ensure the preservation of public convenience in the use of town streets and outdoor areas, the preservation of public order and safety, and the defraying of administrative expenses associated with certain types of uses; and,
- (b) To protect the right of persons and groups to organize and participate in peaceful assemblies to express their political, social, religious, or other views on town streets, sidewalks, other public ways, parks, and other public lands, subject to reasonable restrictions designed to protect public safety, persons, and property, and to accommodate the interest of persons not participating in such assemblies in not having their ability to use town streets, sidewalks, and other public ways to travel to their intended destinations, city parks for recreational purposes, and other town lands for their intended purposes unreasonably impaired.
- (c) The application of the provisions of this article, and any rules and regulations adopted pursuant to these provisions, shall be without regard to the content of the beliefs expressed or anticipated to be expressed during any permitted event.

Sec. 20-2. - Definitions.

*Community event* means the events listed in section E(21) of the Town of Berryville Regulations for Events and Demonstrations, and such other events designated by town council as "community events" from time to time.

*Demonstration* means an event involving non-commercial expression protected by the First Amendment of the United States Constitution (such as picketing, political marches, speechmaking, vigils, walks, etc.) conducted on public property, the conduct of which has the effect, intent or propensity to draw a crowd or onlookers. This term does not include casual activity by persons which does not have an intent or propensity to attract a crowd or onlookers.

*Event* may refer either to a demonstration or a special event, or to demonstrations and special events, collectively.

*Open burning* and *open fire* have the same meaning as set forth in this Code section 6-1.

*Open flame* means fire whose flame is supported by a wick, oil or other slow-burning means to sustain itself. "Open flame" includes, but is not limited to, flame producing devices such as candles, torches, and juggling or other fire artist equipment; provided, however, that "open burning and open fire" and "open flame" shall not include handheld candles when used for ceremonial purposes, provided that they are not held or used in an intimidating, threatening, dangerous or harmful manner.

*Prohibited items* shall mean:

- (1) All items prohibited by law from being held, carried, displayed, worn or otherwise used in public;
- (2) Items banned from public or park lands;
- (3) Any BB guns, pellet guns, air rifles or pistols, paintball guns, pellet guns, nun chucks, tasers, stun guns, heavy gauge metal chains, lengths of lumber or wood, poles, bricks, rocks, metal beverage or food cans or containers, glass bottles, axes, axe handles, hatchets, ice picks, acidic or caustic materials, hazardous, flammable, or combustible liquids, dogs (except service dogs), skateboards, swords, knives, daggers, razor blades or other sharp items, metal pipes, pepper or bear spray, mace, aerosol sprays, catapults, wrist rockets, bats, sticks, clubs, drones, explosives, fireworks, open fire or open flames, or other item considered an "implement of riot";

May 17, 2019

- (4) Any items capable of inflicting bodily harm when these items are held or used in an intimidating, threatening, dangerous or harmful manner; and
- (5) Law enforcement or military-like uniforms or uniform-like clothing, badges, insignia, shields, hats, helmets, masks, equipment and other items that when held, carried, displayed or worn tend to suggest or imply that the wearer is a current member of law enforcement, the military, a private militia, or other public safety organization, such as a fire department or emergency medical services agency.

*Special event* means sports events, pageants, celebrations, historical reenactments, carnivals, music festivals and other entertainments, exhibitions, dramatic presentations, fairs, festivals, races (i.e., runs/walks), block parties, parades and other, similar activities, conducted on public property, which (i) are not demonstrations, and (ii) are engaged in by twenty five (25) or more persons. The term "special event" shall be construed to include a community event or private organization celebration held in or on town-owned property and is attended by more than twenty five (25) people. The term "special event" shall exclude gatherings of ten (10) or more people in a park for general recreational or sports activities.

*Sponsor* means the person (as defined above) or persons who sign, or whose authorized representative(s) sign, an application for an event permit and who will be responsible under the permit, if issued, for ensuring that the event will be conducted in accordance with these regulations. Where a purported sponsor is not a legal entity, the sponsor shall be the individual(s) signing the permit application.

#### Sec. 20-3. - Permit required.

- (a) The town manager is authorized to adopt standard operating procedures that establish a permit application process. The procedures shall also provide for the grant or denial of permit applications within specified times; establish the grounds for revocation of an approved permit; provide for the application of reasonable time, place and manner regulations for permitted events; establish reasonable fees, charges, rentals and insurance and indemnification requirements; and restrict the possession or use of prohibited items, as defined herein, during the event.
- (b) Any person intending to hold or sponsor an event on any town-owned or leased property must first obtain a permit, unless:
  - (1) The event is exempt from permitting requirements under the standard operating procedures promulgated by the town manager; or
  - (2) Such person is holding or sponsoring such event pursuant to a valid permit issued by the town manager pursuant to another chapter of this Code.
- (c) By accepting a permit issued by the town pursuant to this article, the sponsor represents that:
  - (1) All information included or presented as part of the permit application was, to the best of the sponsor's information and belief, complete and correct;
  - (2) That all terms and conditions of such permit have been or will be complied with; and
  - (3) That a copy of the permit will be made available for inspection by any town representative during the event.

#### Sec. 20-4. - Insurance requirements.

- (a) To further the goal of public safety and to protect the town and its officers, officials and employees from claims for damage to property or bodily injury occurring during the event, the sponsor of an event shall be required to furnish a general liability and property damage insurance contract insuring the sponsor's liability for personal injury and death and damages to property resulting from its use of public property. The required general liability and property damage insurance, unless waived in whole or in part, shall be provided in an amount not less than one million dollars (\$1,000,000.00),

May 17, 2019

and the insurance policy shall name the town (including its officers, officials, employees and agents), as additional insured parties to the insurance contract.

- (b) This insurance requirement may be waived, in whole or in part, by the town manager or his or her designee because:
- (1) The cost of the insurance will result in a documented financial hardship to the sponsor; or
  - (2) For an event that:
    - a. Does not pose a high level of liability risk to the town or a material risk to public safety; and
    - b. Does not involve any inherently dangerous activity.

A written request to waive or modify any insurance requirement must be made by the sponsor at the time a permit application is submitted. An approval or denial of the request will be made in writing to the event sponsor.

- (c) The decision on whether the insurance requirement will be waived in whole or in part will be based on the following factors:
- (1) Whether the event and planned activities present a risk of personal injury or property damage;
  - (2) Whether the event involves a large number of participants relative to the size of the event venue;
  - (3) Whether the event involves the preparation and sale of food;
  - (4) The duration of the event; and
  - (5) Whether the event involves transportation or installation of heavy equipment, or the installation of a stage or other temporary structures. Provided however, that, in deciding whether insurance will be required or waived for a demonstration the town manager or his or her designee shall not consider the number of anticipated onlookers or counter-demonstrators, the potential risk of property damage or bodily injury that may be caused by onlookers or counterdemonstrators, nor the possibility that the demonstration will be controversial in nature.

#### Sec. 20-5. - Violations and penalties.

The following conduct is declared to be unlawful and shall be, upon conviction, punishable as a class IV misdemeanor, unless a greater penalty is authorized and imposed in any other chapter of this Code or by the laws of the Commonwealth of Virginia:

- (a) Sponsoring, holding or conducting an event for which a permit is required, without first obtaining a permit;
- (b) Sponsoring, holding or conducting a permitted event on days or at times not authorized by the permit;
- (c) Intentionally providing false, misleading or incomplete information in a permit application;
- (d) Failing to comply with any terms or conditions placed on a permit;
- (e) The failure to comply during an event with any lawful directive of a law enforcement officer, or with any lawfully posted public sign, direction or instruction;
- (f) Climbing, during an event, upon any tree, or any wall, fence, shelter, fountain, statue, or any other structure not specifically intended for climbing purposes;
- (g) Rendering any part of an event venue dangerous, unsafe or unsuitable for use by others;
- (h) Closing any street or public right-of-way during an event, or using any street or right-of-way in a manner that obstructs vehicular or pedestrian passage during an event, without first obtaining a street closing permit;

May 17, 2019

- (i) Holding, carrying, displaying or using any prohibited item as defined herein within the area where a permitted event is taking place, without the prior written consent of the town manager or his or her designee;
- (j) Throwing or propelling objects of a potentially dangerous nature during an event, including but not limited to rocks, bottles, sticks, staffs, glass objects or cans;
- (k) Engaging in a course of conduct or committing any act that endangers the public welfare or safety of others during an event;
- (l) Damaging landscaping, plantings, improvements, equipment or structures located on town property where an event is being held.
- (m) Unreasonably hampering, obstructing, impeding, or interfering with any parade, demonstration, assembly, or event; or with any person, vehicle, or animal participating or used in a parade, demonstration, assembly, or event, for which a written permit has been issued in accordance with the provisions of this chapter.

In addition to the criminal sanctions authorized herein, any person engaging in the unlawful conduct proscribed by this section, or who violates any section in this article, may also be held civilly liable for any damages or loss, and may be banned from the future use of town-owned property for a specified period of time.

DRAFT

**Sec. 10-7. - General authority of town manager relative to traffic.**

- (a) The town manager, except as otherwise provided by this chapter and except as otherwise directed, from time to time, by the council, shall have the power and is hereby authorized to regulate the operation and parking of vehicles within the corporate limits of the town by the erection or placing of proper signs or markers indicating prohibited or limited parking, angle parking, the parking of buses, trucks and other vehicles of various weights, "U" turns, turning at intersections, hazardous intersections, school zones, hospital zones, loading and unloading zones, quiet zones, traffic-control signals exhibiting colored lights or the words "go," "caution" or "stop" and other signs or markers indicating the place and manner of operating or parking vehicles in the town.
- (b) The town manager shall also have the power and is hereby authorized:
  - (1) To regulate the movement of pedestrians upon the streets and sidewalks of the town by the erection or placing of proper signs or markers indicating the flow of pedestrian traffic.
  - (2) To designate bus stops and to erect signs prohibiting the parking of vehicles other than buses at such stops.
  - (3) To mark off traffic lanes on streets and parts of streets indicting and directing the flow of traffic.
  - (4) To designate and mark fire lanes on private property, including alleys in which lanes the parking of vehicles shall be prohibited.
  - (5) To close streets pursuant to permits approved for Special Events and Demonstrations under the Town's Regulations for Special Events and Demonstrations.
- (c) On proper application, the town manager may assign to taxicab operators such space along the public streets of the town for parking vehicles actively in service in such business as the town manager may deem best suited and to the interest of the public, provided permission of the abutting property owner is secured. Fees for the use of such space shall be as prescribed, from time to time, by the council.
- (d) The town is authorized to secure all signs, signals or markers to be erected or placed on any street or part of a street in order to carry out the purposes of this section.
- (e) The existence of signs, signals or markers referred to in this section at any place within the corporate limits of the town shall be prima facie evidence that such signs, signals or markers were erected or placed by and at the direction of the town manager in accordance with the provisions of this section and it shall be unlawful for any person to disobey the directions of any such sign, signal or marker.
- (f) No sign signal or marker referred to in this section shall be erected or placed on any street which is a part of the state highway system, without the approval of the state department of highways and transportation.

(g) The town manager shall have the authority to remove, or to order the removal of, any sign not erected by the Town which the town manager finds mimics or is similar to town or state erected traffic signs, street name signs, or directional signs and could reasonably confuse or mislead motorists, emergency response personnel, or the public generally. If such sign is erected on private property, the town manager shall provide written notice to the property owner to remove the sign, and if the sign is not removed within seven (7) days of the providing of the notice, the Town may remove the sign and expenses thereof shall be chargeable to and paid by the owner of such property.

(Code 1971, §§ 11-3, 11-38, 11-58)

State Law reference – Authority for above section, Code of Virginia § 46.2-1300

DRAFT

Sec. 9-34. - Carnivals, circuses, speedways; penalties; certain restrictions.

- (a) A license tax of \$500.00 is hereby imposed for each performance held in the Town given by or upon carnivals, circuses or speedways which are operating within the limits of the Town. Until such tax has been paid, the Town shall have a lien upon the property of such carnival, circus or speedway to the extent of the unpaid tax. For the purpose of this section, a performance shall be the entire time or number of days the business is operated in the Town during a calendar year.

Every person which exhibits or gives a performance or exhibition of any of the shows, carnivals, or circuses, above described in this section, without the license required shall be fined not less than \$50.00 nor more than \$500.00 for each offense.

In addition to any other license tax imposed by this section, a license tax of \$1,000.00 for each performance of a traveling circus, carnival or show giving performances in the Town in the open air or in a tent or tents, within 15 days previous to, or during the week of, or within one week after the time of holding any agricultural fair in the Town is hereby imposed. The license taxes provided for in this section shall be assessed and paid before any performance is permitted to be held.

It shall be unlawful for any circus, carnival or show to publish or post in any way, in the Town at any time within 15 days prior to the holding of such fair, in the Town, advertising of the exhibition of any such circus, carnival or show.

A fine not to exceed \$2,000.00 for each offense of any person violating any provision of this section shall be imposed. The provisions of this section shall not apply to circuses, carnivals or shows inside the grounds of any agricultural fair held in the Town.

For the purpose of this section a "carnival" shall mean an aggregation of shows, amusements, concessions, eating places and riding devices or any of them, operated together on one lot or street or on contiguous lots or streets, moving from place to place, whether or not the same are owned and actually operated by separate persons.

- (b) A resident mechanic or artist may exhibit any production of his own art or invention without compensation and no registration, bond or license may be required of any industrial arts exhibit or of any agricultural fair or the shows exhibited within the grounds of such fair or fairs, during the period of such fair, whether an admission is charged or not. In addition, no registration, bond or license may be required of resident persons performing in a show or exhibition for charity or other benevolent purposes, or of exhibitions of volunteer fire companies, whether an admission is charged or not. Whenever such show, exhibition or performance is given, whether licensed or exempted by the terms of this subsection, those persons performing or acting in a show, exhibition or performance and operating under either license or exemption, shall be exempt from such tax.

The provisions of the preceding paragraph shall not be construed to allow, without payment of the tax imposed by this section, a performance for charitable or benevolent purposes by a company, association or persons, or a corporation, in the business of giving such exhibitions, no matter what terms of contract may be entered into or under what auspices such exhibition is given by such company, association or persons, or corporation. It is the intent and meaning of this section that every company, association, person, or corporation in the business of giving exhibitions for compensation, whether a part of the proceeds are for charitable or benevolent purposes or not, shall pay the tax imposed by the authority of this section. Such tax shall not be imposed on a bona fide local association or corporation organized for the principal purpose of holding legitimate agricultural exhibitions or industrial arts exhibits when they rent or lease fair or exhibition grounds or buildings for the purpose of giving such exhibitions or performances and exhibit therein agricultural or industrial arts products as a part of such exhibition.

**State Law reference**— Code of Virginia, § 58.1-3728.



# Regulations for Special Events and Demonstrations

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05/2019

The following document establishes new guidelines concerning processes associated with events and demonstrations conducted on public property. These guidelines and processes reference existing ordinances of the Town of Berryville, State Code, Planning and Zoning Ordinances of the Town of Berryville and Clarke County Building Department Regulations.

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## Regulations for Special Events and Demonstrations on Town Property

### I. PURPOSES

To establish procedures and standards governing the use of public property by non-Town organizations and individuals for the purpose of conducting events, and to ensure the preservation of public convenience in the use of town streets and outdoor areas, the preservation of public order and safety, and the defraying of administrative expenses associated with certain types of uses.

To protect the right of persons and groups to organize and participate in peaceful assemblies to express their political, social, religious, or other views on Town streets, sidewalks, other public ways, parks, and other public lands, subject to reasonable restrictions designed to protect public safety, persons, and property, and to accommodate the interest of persons not participating in such assemblies in not having their ability to use Town streets, sidewalks, and other public ways to travel to their intended destinations, Town park for recreational purposes, and other Town lands for their intended purposes unreasonably impaired.

### II. TOWN DEPARTMENTS/ORGANIZATIONS AFFECTED

The Town Manager, directly or through the Town Clerk, shall manage the scheduling of events on Town-owned property. The Town Planning Department, Police, Public Works, Virginia Department of Transportation (VDOT), John H. Enders Fire & Rescue, and Clarke County Fire & Rescue shall have an opportunity to review event applications and propose reasonable time, place and manner modifications thereto and conditions thereon in keeping with these ordinances and the purposes stated in section I above.

### III. POLICY

#### A. Definitions

“Advertising” and “Advertisement” shall mean anything containing any words, symbols, pictures and/or logos directing attention to any business or to any commodity or service for sale to the public; excluding, however: (i) a price sign, a sign or logo identifying the name of a vendor and item being sold by that vendor, when such signs are located within an area specifically delineated as part of an event and the vendor holds a valid permit, (ii) a sign or logo naming the sponsor(s) of an event, and (iii) stands or vehicles with semi-permanent or permanently installed signs, if being used for authorized recreational activities or events.

“Commercial Activity” means performing services or providing goods that can normally be obtained from private enterprise.

“Community event” shall mean events designated by Town Council or Town Manager as “community events” from time to time.

“Demonstration” shall refer to non-commercial expressions protected by the First Amendment of the United States Constitution (such as picketing, political marches, speechmaking, vigils, walks, etc.) conducted on public property, the conduct of which has

the effect, intent or propensity to draw a crowd or onlookers. This term does not include casual activity by persons which does not have the intent or propensity to attract a crowd or onlookers.

“Event” may refer to a demonstration, community event or a special event, or to demonstrations, community events and special events, collectively.

“Events Liaison” means the Town Clerk, or another person designated by the Town Manager.

“Open burning and open fire” have the same meaning as set forth in the Berryville Town Code § 6-1.

“Open flame” means fire whose flame is supported by wick, oil or other slow burning means to sustain itself. “Open flame” includes, but is not limited to, flame producing devices such as candles, torches, and juggling or other fire artist equipment; provided, however, that “open burning and open fire” and “open flame” shall not include handheld candles when used for ceremonial purposes, provided that they are not held or used in an intimidating, threatening, dangerous or harmful manner.

“Person” shall mean and include any individual, corporation, Limited Liability Company, partnership, limited partnership, association, company, business, non-profit company, trust, joint venture or other legal entity.

“Prohibited items” shall mean (i) all items prohibited by law from being held, carried, displayed, worn or otherwise used in public, (ii) items banned from public or park lands, (iii) any BB guns, pellet guns, air rifles or pistols, paintball guns, pellet guns, nun chucks, tasers, stun guns, heavy gauge metal chains, lengths of lumber or wood, poles, bricks, rocks, metal beverage or food cans or containers, glass bottles, axes, axe handles, hatchets, ice picks, acidic or caustic materials, hazardous, flammable, or combustible liquids, dogs (except service dogs), skateboards, swords, knives, daggers, razor blades or other sharp items, metal pipes, pepper or bear spray, mace, aerosol sprays, catapults, wrist rockets, bats, sticks, clubs, drones, explosives, fireworks, open fire or open flames, or other item considered an “implement of riot”, (iv) any items capable of inflicting bodily harm when these items are held or used in an intimidating, threatening, dangerous or harmful manner, and (v) law enforcement or military-like uniforms or uniform-like clothing, badges, insignia, shields, hats, helmets, masks, equipment and other items that when held, carried, displayed or worn tend to suggest or imply that the wearer is a current member of law enforcement, the military, a private militia, or other public safety organization, such as a fire department or emergency medical services agency.

“Special event” shall refer to sports events, pageants, celebrations, historical reenactments, circus, carnivals, music festivals and other entertainments, exhibitions, dramatic presentations, fairs, festivals, races (i.e., runs/walks), block parties, parades and other, similar activities, conducted on public property, which (i) are not demonstrations, and (ii) are engaged in by 25 or more persons. The term “special event” shall be construed to include a community event or private organization celebration held in or on town-owned property and is attended by more than 25 people. The term “special event” shall *exclude* gatherings of ten or more people in a park for general recreational or sports activities.

“Sponsor” shall mean the person (as defined above) or persons who sign, or whose authorized representative(s) sign, an application for an event permit and who will be responsible under the permit, if issued, for ensuring that the event will be conducted in accordance with these regulations. Where a purported sponsor is not a legal entity, the sponsor shall be the individual(s) signing the permit application.

“Streets” shall mean public streets, sidewalks, walkways, alleys, lanes and highways in the Town.

“Structure” shall mean and include props and displays (such as, but not limited to: crates, crosses, theaters, cages, and statues); furniture and furnishings (such as desks, chairs, tables, bookcases cabinets, platforms, podiums and lecterns); shelters (such as tents, boxes, inflatables, booths and other enclosures); wagons and carts; and all other similar types of property which might tend to harm Town land or street areas, including aesthetic interests.

## **B. Permit Requirements**

- (1) Events may be held only pursuant to a permit issued by the Town Manager, with the following exceptions: events involving fewer than 25 persons where no space is requested to be reserved, or demonstrations which occur without prior planning or announcement for the purpose of an immediate and spontaneous response to a news-worthy occurrence, may take place without a permit if (i) it is otherwise a lawful assembly conducted in accordance with the regulations set forth in sections IIIE(1) through IIIE(3) and sections IIIE(6) through IIIE(15) herein, (ii) the group will not unreasonably interfere with other events scheduled or taking place concurrently, and (iii) the demonstration does not block streets or access to Town property; and (iv) the demonstration does not pose a threat to public safety. Without limitation of the foregoing, demonstrations taking place in response to a news-worthy occurrence more than 48 hours after such news-worthy occurrence will not qualify as spontaneous demonstrations, even without prior planning or announcement, and sponsors of events outside this window must apply for and receive a permit for an event expected to draw 25 or more persons.

- (2) Wherever these regulations specify that a particular use or activity may be conducted only pursuant to a permit, such permit shall be required in order for that use or activity to be lawful.

### C. Permit Applications

- (1) Permit applications may be obtained from the Events Liaison. Inquiries regarding use of Rose Hill Park may also be directed to the Events Liaison.
- (2) Applications for permits shall be submitted by the event sponsor in writing, on a form provided by the Town, so as to be received by the Events Liaison at least (i) thirty (30) business days in advance of any event, if not requiring street closure, removal of parking, or provision of public safety personnel, or (ii) sixty (60) business days in advance of any event, if requiring street closure, removal of parking, or provision of public safety personnel. These periods may be reduced by the Town Manager with respect to demonstrations only if, upon consultation with the Police Chief, Fire Chief or other appropriate public safety officials, the size and nature of the proposed demonstration will not reasonably require commitment of Town resources or personnel in excess of that which are normally available or which can reasonably be made available within the necessary time period, and review of the permit by all appropriate personnel for the purposes contemplated by these ordinances is feasible within the necessary time period. In all cases, sponsors are encouraged to submit requests for permits as far in advance of any event as possible (but not to exceed 6 months). A permit may be denied if, taking into account the size and nature of the proposed event, the Town Manager does not have sufficient time to evaluate the proposed event's potential impact upon public safety, persons and property, and the interests of persons not participating in the event being able to use Town streets, sidewalks, and other public ways to travel to their intended destinations, Town parks for recreational purposes, and other Town lands for their intended purposes.
  - a. Each application shall specify (i) the name, address and telephone number of a contact person for the sponsor, (ii) the nature of the event, (iii) the date when the event is to be conducted, (iv) the times when the event is to begin and end, and the approximate times when assembly for, and disbanding of, the event are to take place, (v) the location(s) of the event and any assembling or disbanding areas, as well as any related stands or other structures to be used in the event, (vi) the approximate number of persons, animals, and vehicles that will participate in the event, (vii) whether the sponsor will invite, publicize or advertise the event to groups and other persons that the sponsor does not directly represent, (viii) a description of the types of animals, the types of vehicles to be used, the number of bands and other musical units and sound trucks to be used, and the number, type, and size of banners, placards, and signs to be used, (ix) the number of persons who will be designated by the sponsor to monitor the event, and (x) any other information required by these regulations. The sponsor must disclose in an application whether the sponsor requests permission for a prohibited item to be used during a demonstration due to its expressive or symbolic quality relevant to the subject matter of the demonstration, including without limitation symbolic

weapons, open flames or other similar items. If the permit grant includes the right to carry or display a prohibited item, such item must be carried or displayed in strict accordance with the terms of the permit and must otherwise at all times conform to applicable law.

- b. Any permit granted will be based on the information provided in the application being, and remaining, complete, accurate and not lacking any material omissions regarding the nature of the event, any structures or items to be used during the event, or any activities to be conducted during an event, which information constitutes conditions and limits on the event. Sponsor will notify the Town as soon as practicable if any information in the application is no longer complete or accurate and provide a revised application containing the updated information. The Town will promptly review the revised application and notify the sponsor whether the permit will stand, or be revoked, modified or subject to additional conditions or limits. The sponsor will be responsible for notifying the anticipated attendees of any applicable conditions and limits placed on an event and any relevant subject matter of these regulations directly applicable to their conduct at an event, such as the list of prohibited items and the allotted time and location for an event and its initial staging and dispersal, if applicable.
- c. Each application must be accompanied by all required fees and deposits and signed by all sponsors responsible for the event unless, with respect to an application for a demonstration only, the sponsor claims in the application a bona fide financial hardship and the sponsor demonstrates to the Town Manager by reasonable evidence that the monetary obligations imposed by these regulations on the event would render the sponsor not reasonably able to conduct the demonstration, in which event the Town Manager shall waive, in whole or in part, compliance with the monetary obligations, including the obligations of indemnification, imposed by these ordinances to the extent necessary to enable the sponsor to conduct the demonstration.
- d. If applicable, the sponsor of (i) an event at which at least 500 people will or may be expected to attend, or (ii) a special event for which admission fees will be charged shall provide the Town with the location and number(s) of people who attended the past three events staged by the sponsor (or the sponsor's officers, directors or other principals). This will assist Town officials and public safety personnel in planning for any services which may be necessary in connection with the event, including by contacting counterparts in other jurisdictions for the purpose of assessing the appropriate levels of such services.
- e. Clarke County Building Department permits are required for tents that are greater than 900 square feet in size.

#### **D. Permit Processing**

- (1) Permit applications for events will be processed in order of receipt. The use of a particular area is allocated in order of receipt of completed applications (including any applicable fees or charges); however, the application of a

sponsor who applies for a hardship fee waiver or reduction will not be considered incomplete due to non-payment of any fees or charges unless and until a determination is made that any fees or charges are due and owing from the sponsor and the due date for the fee has passed without the payment having been made. Unless otherwise provided by these regulations, no applications shall be accepted more than six months prior to the proposed date of an event. This restriction shall not apply to community events which routinely repeat on an annual basis. Upon receipt of a permit application, the Events Liaison shall promptly deliver a copy of such application to the Town Manager, the Police Chief, the Director of the Department Public Works, the Town Planner and any other Town officials whom the Town Manager may, from time to time, designate as reasonably necessary to receive and review permit applications, or their respective designees. Such officials shall promptly deliver to the Town Manager their recommendations with respect to granting or denying the requested permit, or any modifications, conditions or limits upon which issuance of the permit should be based.

- (2) **Priority of Use.** Community events shall have priority of use of the particular street or Town land specified in section E (21) of these regulations, and those areas shall be deemed reserved unless released in writing by the sponsor. Other events may be allowed in areas which have been reserved for a community event, if they do not materially interfere with the community event and the community event sponsor consents.
- (3) **Permit Application Fees.** An application fee shall be paid by the sponsor of every proposed event for which a permit is required. See Appendix A for the amount of the fee. If a permit is denied or revoked, the application fee will not be refunded.
- (4) **Requests for Information.** Before or after permit issuance, the Town Manager or his or her designee may request from the sponsor such additional information with respect to a proposed event as reasonably deemed necessary for evaluating the proposed event's compliance with these regulations and the impact of the proposed event upon public safety, persons, and property, and the interests of persons not participating in the event being able to use Town streets, sidewalks, and other public ways to travel to their intended destinations, Town parks for recreational purposes, and other Town lands for their intended purposes unreasonably impaired. This may include a personal meeting with the Town Manager and Town of Berryville staff. The sponsor's failure to timely provide such additional information constitutes grounds for the denial of a permit request or the modification, conditioning or limiting of a permit.
- (5) **Grounds for Rejecting or Revoking a Permit.** A permit may be denied, or its grant may be conditioned or limited by the Town Manager, or an issued permit may be revoked upon the following grounds:
  - a. Receipt of Multiple Requests: a fully executed application for the same time and

place has been received at an earlier time, reserving an area for an event or activities which do not reasonably permit multiple events in the particular area.

- b. Impact on Public Safety: if it reasonably appears that the proposed event, due to its nature, location, anticipated number of attendees or other factors, will present a threat to public safety or health or would be unlawful (including, without limitation, where a permit or license required by the Health Department or the Virginia Department of Alcoholic Beverage Control has not been obtained).
- c. Incompatible Use: the proposed event is of such a nature or duration that it cannot reasonably be accommodated in the particular area applied for; would be inconsistent or incompatible with the purpose(s) for which the area sought to be reserved is normally used, or with other uses of the area sought to be reserved.
- d. Failure to Meet Conditions: the application proposes activities contrary to one or more of the purposes, conditions or limits specified within these regulations.
- e. No Responsible Person: there is no person authorized to sign an application on behalf of the sponsor applying for a permit and/or there is no person willing or able, as demonstrated to the Town Manager by reasonable evidence, to accept responsibility for and perform the sponsor's obligations set forth in these regulations, including, without limitation, the sponsor's indemnification obligations.
- f. In the case of a proposed special event: the proposed special event cannot be accommodated within a reasonable allocation of Town funds and/or resources, considering the event's public appeal and the anticipated participation of the general public therein.
- g. Failure of the Event to be Consistent with the Application: The Town Manager reasonably determines at any time, following consultation with the Police Chief or other appropriate Town officials, that any material information set forth in the permit application is incorrect or misleading, or has become since the submission of the application incorrect or misleading and the permit must be revoked, modified, conditioned or limited consistent with these regulations.

- h. **Prohibited Items:** Prohibited items are not allowed at events and an event permit will be denied or revoked if at any time it appears that prohibited items will be used, or are being used, during an event, and the Town has not granted special permission in the permit covering such use. It will not be grounds for rejection of a permit that a sponsor wishes event attendees to carry or use a prohibited item in an expressive or symbolic way, including without limitation a symbolic weapon, open flame or other similar item, provided that all attendees must be licensed to carry such weapons if required by law and the use of such items must be otherwise lawful, and further provided that the event sponsor pays for any additional police, fire and emergency medical personnel required to maintain public safety in accordance with these regulations. If any prohibited item for which special permission has been received is held or used during the demonstration in an intimidating, threatening, dangerous or harmful manner, such use will be unlawful and the permit's allowance of such use shall be automatically revoked. The person responsible for the unlawful use of the item will be directed by law enforcement to leave the demonstration area, and any person refusing to do so shall be subject to arrest for trespassing.

Nothing in these regulations shall prohibit a disabled person from carrying, possessing or using a wheelchair, cane, walker, or similar device necessary for providing mobility so that the person may participate in a permitted event.

Nothing in these regulations shall prohibit certified law enforcement officers or other public safety officials acting in their official capacity from carrying or possessing materials, weapons and / or devices used in the performance of law enforcement duties.

- (6) **Modifying or Placing Conditions or Limits on Permit Grants.** A permit may be modified or its grant may be conditioned or limited by the Town Manager where necessary to meet the requirements of these regulations or to further their purposes. Such conditions and limits may include, for example, requiring the event to be relocated to an alternative venue if doing so is required to safely accommodate the number of anticipated attendees or type of event; provided, however, that with respect to demonstrations only, the Town Manager shall take into account whether the alternative venue is suitable for communicating the content of the demonstration. The Town reserves the right to limit the number of persons allowed at events based on the location or nature of the event, and to require that the sponsor provide a certain number of individuals, who may be volunteers within sponsor's organization, to act as crowd managers to assist with ensuring that the assembly is and remains lawful and in compliance with these regulations and liaising with Town officials prior to and during the event.

(7) **Notice of Decision**

- a. Applicants shall be notified of the Town's approval or denial of a permit for an event as soon as reasonably practicable after the date on which the application was received. The Town may also issue approval of a permit for an event conditioned upon the sponsor's accepting modifications, conditions or limits imposed on the event consistent with these regulations.
- b. Unless denied or modified within 10 business days following the submission of a completed permit application, or within thirty (30) business days if the event requires a street closure, removal of parking, or provision of public safety personnel, all requests for demonstration permits shall be deemed granted, subject to the conditions and limits set forth in the permit and these regulations, so long as the area proposed for the demonstration had not been reserved by another person prior to the date on which the permit would be deemed granted in accordance with this section.
- c. All denials of requests for or conditional approvals of, demonstration permits shall include a reasonably detailed description of the reason for the denials or the modifications, conditions or limits, and specific instructions for how an appeal of the denial or conditional approval can be submitted to the Town Manager.

(8) **Permit revocation**

- a. An issued permit for an event may be revoked by the Town Manager or designee upon a finding of a violation, or a reasonably anticipated violation, of any rule, ordinance, law, regulation and/or condition or limit of the permit, or a finding that a permit application was not complete or accurate or had a material omission of fact when granted, or a finding that the information in the permit application has become, or is reasonably likely to become, incomplete, inaccurate or to contain a material omission. Immediately upon such a revocation, the Town Manager or designee shall send a written notice to the sponsor at the sponsor's address in the permit application, specifying the reason for the revocation. Written notice requirements may also be satisfied by virtue of electronic transmissions via e-mail or fax.

- b. During the conduct of an event, a permit may be revoked by the ranking police officer, fire marshal or other public safety supervisory official in charge, and the event attendees dispersed, if the event is unlawful, prohibited items are being used, there exists an imminent likelihood of violence or other threat to public safety endangering persons or threatening to cause significant property damage, or if the Town, County or Commonwealth has declared either a state of emergency or an unlawful assembly covering the area in which such demonstration is being or will be held. Upon such revocation, the sponsor and the other sponsor attendants shall communicate the need to disperse the demonstration to the attendees.
  
- c. When a permit has been granted, or is deemed to have been granted pursuant to these regulations, the Town Manager may revoke, modify condition or limit the permit for any reason for which it could have been denied, modified, conditioned or limited originally.
  
- d. Except for permits revoked during demonstrations, all revocations of demonstration permits shall include a reasonably detailed description of the reason for the revocation and specific instructions for how an appeal of the revocation can be taken, and shall be served personally or by certified mail, with a copy sent by fax or e-mail at the sponsor's request.

**(9) Appeals**

- a. Except for permits revoked during demonstrations, an appeal of the denial, conditional approval or revocation of a demonstration permit must be made to the Town Manager in writing, and shall include a statement of the basis for the objection to the denial, conditional approval or revocation.
  
- b. The Town Manager shall make a decision on appeal expeditiously and, if practicable, at least three (3) business days prior to the date the demonstration is planned to commence, and shall explain in writing the reasons for the decision.

**E. Permit Conditions and Limits.** All events are subject to the following conditions and limits:

**(1) Excluded Areas and Prohibited Items**

- a. No events that charge an admission fee or offer goods or services will be permitted in Rose Hill Park.
- b. Prohibited items are excluded from all events.

**(2) Street Closings**

- a. No street may be closed for any event, unless done so pursuant to a street closure permit applied for by the event sponsor and issued by the Town Manager pursuant to sec. 10-7 of the Town Code; or for streets within Town maintained by VDOT, a VDOT land use permit. No such permit shall be granted unless the Town Manager or Chief of Police determines that such closure is reasonably required due to the location of the event and:
  - 1. Such closing is necessary because the event will impede or pose a reasonable risk of harm to traffic and/or pedestrian travel, or, if not strictly necessary, such a closing would not be unduly detrimental to public safety and convenience; and,
  - 2. If the street in question is an extension of the state highway system, adequate provision shall be made to detour through traffic during the event (C.Ref. Temporary Street Closings, Generally; State Code 15.2-2013), and
  - 3. The sponsor permitted to use public right(s)-of-way being closed will furnish a public liability and property damage insurance contract, as required by Va. Code §15.2-2013 and §E(4) of these regulations.
- b. No street may be closed for an event except on a temporary basis, not to exceed 10 hours in duration.
- c. Even if not requested by a sponsor, if the circumstances of a proposed event are such that a street closing is necessitated because the event will likely impede or pose a threat to vehicular or pedestrian travel then the Town will require a permit and a street closing in connection with the event, along with all application fees applicable thereto, and may require that the event be held at an alternate site if a suitable alternate site is available where the event is not likely to impede or pose a threat to vehicular or pedestrian travel.

- d. Upon approval of a street closing in connection with an event, the sponsor shall be issued a street closure permit by the Town Manager. This permit shall be displayed in a prominent place during the event.
  - e. During the conduct of an event, the sponsor of that event shall comply immediately with the lawful request of any police officer, firefighter, rescue service person, or town employee, made for public safety or other emergency reasons, to move any structure or persons from a street which has been closed in connection with that event.
  - f. Notwithstanding any of these provisions, the Town Manager may close any street for a neighborhood-based gathering when (i) 1 block or less is to be closed, (ii) there is an alternative for all traffic, (iii) reasonable notice of the closure is given by posting signs at either end of the block, and (iv) the Town Manager believes that there are no safety issues. In these cases, no permit is required and applicants shall be referred to the Town Clerk for street closure permits.
- (3) **No Impediments to Public Access.** During any street closure, all Town ordinances and State statutes limiting the use or obstruction of fire lanes, access to Fire Department fire suppression system connections and fire hydrants, emergency routes, and pedestrian walkways must be observed at all times. No person(s) or group(s) participating in an event shall block any entrances to or exits from buildings, nor shall such person(s) or group(s) interfere with the use of buildings, parks or facilities by non-participating persons for their ordinary purposes, whether by impeding access, impeding egress using fire exits and routes, creating unreasonable noise or otherwise.
- (4) **Indemnification and Insurance.**
- a. Sponsors of events for which a permit is required shall be required to indemnify and hold harmless the Town, its officials, employees and agents from any personal injury, death and damages to property, and any other loss, cost and/or damage occurring as a result of the actions or inactions of the event's sponsor, or the sponsor's failure to comply with these regulations.
  - b. The sponsor(s) will accept the reserved area as-is, and the Town does not warrant that any public area(s) are suitable for the activities to be conducted as part of the event. The event sponsor(s) shall be solely responsible for any damages or injuries resulting to any person or property arising out of the sponsor(s)' use of Town property for the event, and the sponsor(s)' failure to obtain any required public liability

insurance for the event is at the sponsor(s)' sole risk. The Town expressly reserves all sovereign and governmental immunity to which it, and its officers, officials and employees may be entitled to under the laws of the Commonwealth of Virginia.

- c. Insurance or Other Liability Contract. The sponsor of an event shall furnish a general liability and property damage insurance contract insuring the Sponsor's liability for personal injury and death and damages to property resulting from its use of public property. If alcohol is to be served or sold in connection with the event, then the required insurance shall cover liability specifically in connection with that activity. The required general liability and property damage insurance shall be provided in an amount not less than \$1,000,000, and the insurance policy shall name the Town (including its officers, officials, employees and agents) as an additional insured party to the insurance contract. Failure to provide required insurance, and reasonable documentation of the insurance, will be grounds for denial and/or revocation of a permit.
    - 1. Prior to commencement of the event, the Sponsor must provide the Town with an insurance certificate that verifies the insurance coverage required by these regulations.
    - 2. This insurance requirement may be waived, in whole or in part, by the Town Manager for events that do not (i) pose a high level of liability risk to the Town or a material risk to public safety, and (ii) do not involve any inherently dangerous activity. A written request to waive or modify any insurance requirement must be made by the sponsor at the time a permit application is submitted. An approval or denial of the request will be made in writing to the event sponsor by the Town Manager.
  - d. The sponsor of an event for, or in connection with, which any type of royalty(ies) are required to be paid must agree to pay all such royalties (including, without limitation, any which may be due to ASCAP and BMI) and to indemnify and hold the Town harmless from and against any and all royalty payments sought from the Town.
- (5) **Limited Duration.** No event shall be authorized for a duration in excess of two (2) days and no street closing shall be authorized for a duration in excess of eight (8) hours. Provided, however, that the stated period may be extended, upon request no later than 24 hours prior to the expiration of the then-authorized duration for demonstration only, up to one (1) day unless another application has requested use of the particular area and said application precludes double occupancy.

- (6) **Time of Day Restrictions.** No event shall be permitted in any Town park during hours that the park is otherwise closed to the public.
- (7) **Sound Amplification.**
- a. The Town Manager may approve a request in the permit application for the use of sound amplification equipment in connection with the permitted event in accordance with exemptions to noise ordinance violations enumerated in Chapter 11 of the Code of the Town of Berryville. The Town Manager may reasonably limit the sound amplification equipment so that it will not unreasonably disturb nonparticipating persons in, or in the vicinity of, the area of an event and/or so that it will not unreasonably interfere with the conduct of another event, or an outdoor business enterprise in the vicinity or area.
  - b. No amplified sound shall be generated by or in connection with an event between the hours of 10:00 pm and 09:00 am.
- (8) **Sales or Distribution of Merchandise/Information**
- a. When the sale or display of merchandise, or the distribution or display of educational, informational or other materials (including the distribution of non-commercial printed materials) is to be done in or upon Town streets or parks with the aid of a table, stand or structure, no such table, stand or structure shall exceed 4 ft. x 4 ft. or 2 ft. x 8 ft.
  - b. Whether or not a permit is required, the sale, display or distribution of merchandise or other materials, and the solicitation of contributions or donations, is prohibited in the following areas: (1) any location that would impede access to the entrance of any adjacent building or driveway; (2) any location such that the sale or distribution activity would occupy more than half the available sidewalk width, or four feet of sidewalk width, whichever is less; (3) within 10 feet of a fire hydrant, a public telephone, a fire escape, the driveway of a fire or police station, or a loading zone; (4) within the portion of any street intended for the use of motor vehicles which has not been temporarily closed for or in connection with the demonstration or special event; (5) if done with the aid of a table, stand or structure: within any area reserved by a permit issued for an event, if the sponsor of the event has not consented to the presence of the table, stand or structure; (6) upon the lands or within the structures of Rose Hill Park.

- c. Persons or organizations engaged in the sale, display or distribution of written or printed materials, and/or the solicitation of donations or contributions, whether or not a permit is required, shall not obstruct or impede pedestrians or vehicles, harass park visitors or the attendees of any event with physical contact, misrepresent the purposes or affiliations of those engaged in the activity, or misrepresent whether written or printed materials being distributed are available without cost or donation.
  - d. No sales or distribution activity may be conducted after 10:00 p.m., except that such activity shall be allowed past 10:00 p.m. in connection with a community event.
- (9) **Food and Beverage Sales.** The sale or distribution of food and/or beverages as part of an event is allowed pursuant to a permit.
- a. All sales and/or other provision of food and/or beverages must be done in accordance with all licenses, permits and approvals (including, without limitation, those required by the Health Department, the Department of Alcoholic Beverage Control and the Town Treasurer) required by law. If the sponsor cannot provide documentation to the Town that all required licenses or permits have been obtained, that shall be grounds for denial or revocation of the permit for the event.
  - b. The sponsor shall provide the Town with a diagram identifying the size and location of any tables, stands, food trucks or mobile food units or other structures to be used for or in connection with the sale of food and beverages. There shall be no sales or distribution of food or beverages in any of the following locations: (1) any location that would impede access to the entrance of a building or driveway; (2) any location such that the sale or distribution activity would occupy more than half the available sidewalk width, or four feet of sidewalk width, whichever is less; (3) within 10 feet of a fire hydrant, a public telephone, a fire escape, the driveway of a fire or police station, or a loading zone (unless the loading zone is located in a street temporarily closed in connection with the event); (4) within the portion of any street intended for the use of motor vehicles which has not been temporarily closed for or in connection with the event.
  - c. Any person selling or otherwise providing food and/or beverages during an event or community event, within an area reserved pursuant to the permit authorizing that event or community event, must do so with the consent of the sponsor and must have all licenses, permits and approvals required by law. The sponsor controls vendors only within the area designated for the event or community event.

- d. There shall be no sale or other provision of food or beverages at any event after 10:00 p.m.
  - e. In accordance with the Deed of Gift for the lands of Rose Hill Park, no food and/or beverages may be offered for sale, however, food and/or beverages excluding those containing alcohol and in accordance with all other regulations set forth in this section may be provided free of charge by the sponsor to event attendees.
- (10) **Signs and Banners.** The use of signs and banners in or upon the Town's streets is prohibited, for or in connection with any event, except:
- a. Signs hand-carried by an individual are allowed up to 3 feet by 5 feet in size. If during an event signs, due to their size or collective use by persons, interfere with the public safety personnel's ability to conduct their duties, such signs can be restricted or banned from the event.
  - b. Signs are allowed on or within any table, stand or other structure at which food, beverages or merchandise is being sold, or at which non-commercial printed material is being distributed, so long as that sign is no larger than two (2) square feet in area and contains no advertising or advertisement.
  - c. Signs that are attached permanently, or semi-permanently, to stands or vehicles being used for or in connection with authorized recreational activities or events are allowed.
- (11) **Advertising.** Advertising/Advertisement (see definitions set forth in section IIIA) by the use of banners, billboards, signs, markers, audio devices, or any other means whatsoever is prohibited in or upon Town streets, sidewalks and parks for or in connection with any event. (C.Ref. State Code 15.2-2013).
- (12) **Temporary Structures.** The erection, placement or use of structures of any kind is prohibited, except:
- a. In connection with permitted events, temporary structures may be permitted provided that notice to the Town Manager is provided contemporaneously with the permit application. Examples of temporary structures that may be permitted are as follows: structures erected for the purpose of symbolizing a message, first aid facilities, lost child alerts, shelter for electrical or other sensitive equipment.
  - b. Structures that are being hand-carried are allowed as part of a demonstration.
  - c. Structures that are permitted pursuant to other sections of these regulations are allowed.

- d. When allowed: (1) structures are not permitted on sidewalk(s) unless they meet the size criteria described in section (8)a of these regulations; (2) structures must be erected in such a manner so as not to unreasonably harm park or other public area resources and the sponsor of the event must agree to remove such structures as soon as practicable after the conclusion of the permitted demonstration or special event; (3) structures must be capable of being removed upon 10 hours' notice and without permanent damage to Town lands (with the sponsor being responsible for any non-*de minimis* costs of remedying any damage arising out of such removal), and shall be secured in such a manner so as not to interfere unreasonably with use of any park area by other permittees authorized under this section; (4) structures shall not be attached to or fashioned in any way that would damage trees or other existing structures on public lands; and (5) the sponsor must comply with all other regulations concerning temporary structures and required permits as established by the Berryville Planning Department and Clarke County Building Department.
- e. The Town Manager may impose other restrictions upon the use of temporary structures in the interest of protecting park or other public areas and/or traffic and public safety considerations.

(13) **Sanitation and Garbage.**

- a. Garbage, trash, rubbish, litter, or any other waste material or waste liquid generated on public property during an event shall be removed from the area by the sponsor of the event, or deposited in receptacles provided for that purpose. The improper disposal of such waste is prohibited.
- b. The sponsor of every event shall be required to pay a fee for cleanup costs, in the amount specified within Appendix A, to cover anticipated costs to the Town of cleaning up the site for restoring the area in question to its pre-event condition, and disposing of trash and refuse resulting from the event. This fee must be paid in advance. If actual cleanup costs incurred by the Town exceed the amount of the Cleanup Deposit collected in advance by the Town, the sponsor will be billed by the Town for the excess.
- c. A sponsor of any event must arrange for such public restroom facilities as may be required by the Health Department. The Town shall bear no responsibility for the cost of providing such facilities, and it shall be the sponsor's obligation to provide documentation to the Town Manager that all restroom facilities required by the Health Department have been arranged. Failure to provide documentation of Health Department approvals prior to an event shall be grounds for denial or revocation of a permit.

(14) **Electricity.**

Sponsors in community events may have the use of Town electrical outlets, as needed. Sponsors may be required to pay an Electricity Fee, in advance, at the discretion of the Town Manager and based upon anticipated electricity needs for the event. Attendees in events may not have the use of Town electrical outlets.

(15) **Fireworks Displays; Open Flame.**

Persons desiring to conduct a pyrotechnic display of fireworks on streets or public lands must obtain approval from the State Fire Marshall's Office. Persons desiring to use open burning or open flame on streets or public lands must obtain a permit from the Town as required by sec. 6-1 (Open burning; generally) of the Town Code. Fires upon the lands of Rose Hill Park are prohibited with the exception of fires within grills located in the park designed for the preparation of foods or in conjunction with special ceremonies approved by the Town Manager. (Berryville Town Code sec. 13-36(i) The Chief of Police, in consultation with the Clarke County Director of Fire and EMS, may withhold approval of such permit to the extent its issuance would result in the violation of a Town ordinance or it might jeopardize public health, safety or welfare.

(16) **Public Safety Personnel.**

- a. No permit will be granted for an event unless adequate security will, in the determination of the Town Manager upon consultation with the Police Chief, Clarke County Director of Fire and EMS, or other appropriate public safety official, be available for the welfare and safety of those attending the event and of the general public.

1. General Requirements.

- (A) Minimum Required Security Officers:

- (1) Open Events (Admission not restricted by tickets, fees, or otherwise) Where Alcohol is Served or Offered for Sale. Baseline: the sponsor must pay the cost of one police officer to staff the event, regardless of attendance. Where attendance exceeds, or is expected to exceed, 100 people, the sponsor must, in addition, pay the cost of one police officer for every 100 people (or portion thereof) attending or expected to attend.
    - (2) Closed Events (Admission restricted by tickets, fees or otherwise) Where Alcohol is Served or Offered for Sale. Baseline: the sponsor must pay the cost of two police officers to staff the event,

regardless of attendance. Where attendance exceeds, or is expected to exceed, 350 people (or portion thereof), the sponsor must, in addition, pay the cost of one police officer for every 350 people.

- (3) Events at Which No Alcohol Will Be Served or Offered for Sale (whether open or closed to the general public). Where attendance exceeds, or is expected to exceed, 1000 people, the sponsor must pay the cost of one police officer to staff the event, regardless of attendance. The sponsor must, in addition, pay the cost of one police officer for every 1000 people (or portion thereof) attending or expected to attend.
- (4) Marathons/Races/Walks. Baseline: The sponsor must pay the cost of one police officer per hour of the race. The sponsor may be required to pay for additional police officers to staff the event, if the Police Chief (or his designee) determines additional police officers to be necessary due to the geographic location of the proposed event, the time of day the event is planned to occur, or other factors related to the safety of attendees or the general public and the efficient flow of traffic and pedestrian travel along the planned route of the event.
- (5) Additionally, the sponsor shall be required to pay the cost of one traffic/parking control officer for every 1,000 people (or portion thereof) attending the event.
- (6) Upon a determination by the Chief of Police, or his designee, due to public safety factors such as the size of the crowd, the location or nature of the event, or the anticipated use of structures, sound equipment or items that could during an event become prohibited items, that one or more police vehicles are necessary to assure safe and efficient police coverage of an event, the sponsor must pay a vehicle fee, as specified in Appendix A, for each required vehicle. A sponsor may request, in advance of an event, an estimate of the number of vehicles that may be required; however, if circumstances of the event require the

assignment of additional vehicles, the sponsor will be billed, and must pay, the required fee for each vehicle actually deployed.

- (7) Upon a determination by the Clarke County Director of Fire and EMS, or his designee, due to public safety factors such as the size of the crowd, the location or nature of the event, or the anticipated use of structures, sound equipment or items that could during an event become prohibited items, that one or more fire vehicles and / or emergency medical services vehicles are necessary to assure safe and efficient fire or emergency coverage of an event, the sponsor must pay a vehicle fee, as specified in Appendix A, for each required vehicle. A sponsor may request, in advance of an event, an estimate of the number of vehicles that may be required; however, if circumstances of the event require the assignment of additional vehicles, the sponsor will be billed, and must pay, the required fee for each vehicle actually deployed for the event.
  - (8) Upon a determination by the Clarke County Director of Fire and EMS, or his designee, that due to public safety factors such as the size of the crowd, the location or nature of the event, or the anticipated use of structures, sound equipment or items that could during an event become prohibited items, one or more firefighters, fire officers or emergency medical services providers are necessary to assure safe and efficient fire and emergency coverage of an event, the Sponsor must pay the cost of those firefighters, fire officers or emergency medical services providers. A Sponsor may request, in advance of an event, an estimate of the number of firefighters/officers that may be required; however, if circumstances of the event require the assignment of additional firefighters/officers, the Sponsor will be billed, and must pay, the required fee for each firefighter/officer actually deployed.
- (B) Fees and Charges: The fee(s) and charges associated with the above-stated police officer, career fire fighter and emergency vehicle requirements are set forth

within Appendix A. The costs charged to sponsors for required police, fire and emergency personnel coverage will be the established hourly wage for overtime work for the particular officer(s) willing and available to cover the event. In the event that the Town's actual cost of police, fire, and emergency personnel coverage necessitated if the event exceeds the amount(s) collected in advance as deposits, the sponsor will be billed by the hour for each Town officer, fire and emergency personnel utilized to patrol or at the location available to assist the event as needed.

- (C) Where Admission Fees Will be Charged: The sponsor of an event for which admission fees will be charged shall provide at least two secure access gates, at locations approved by the Town's Police Department. For events to which tickers are sold in advance, the sponsor shall, two days prior to the event, and at any other time reasonably requested by the Town, advise the Town as to how many tickets have been sold as of the day of the report. This will assist the Town in planning for any additional police or other services which may be necessary in connection with the event.

**(17) Facilities Charges.**

The sponsor of an event to which an admission fee will be charged (by ticket sales or otherwise) shall pay the Town a rental fee in the amount specified in Appendix A. These types of events tend to have a greater impact upon the community in general and upon the specific area reserved for the event.

**(18) Carnivals and Circuses**

- a. No circus, carnival, or other similar show shall publish or post in any way within the Town, at any time within 15 days prior to the holding of such event within the Town, any advertising of the exhibition of the circus, carnival or other similar show. (C.Ref. Va. Code 58.1-3728).
- b. Any circus, carnival or other, similar show shall obtain the license required by section 9-34 of the Town Code before commencing any activity.
- c. The sponsor of the circus, carnival, etc. shall pay a fee, as specified on Exhibit A hereto, for the inspection of any amusement rides to be offered as part of the event, and shall pay the tent erection fee(s) required by regulations of the Clarke County Building Department.

(19) **Other Conditions and Limits.**

- a. A permit may contain additional conditions and limits, consistent with these regulations, as may be warranted by the nature of a particular event, in the interest of protecting park or other town resources, the use of nearby areas by other persons, and other legitimate property and/or public safety concerns.
- b. Sponsors who request the Town to provide special equipment or facilities (e.g., barricades and cones for street closings, tables, chairs, public address systems, fencing, etc.) will be charged a reasonable fee and rental therefore. The appropriate fees shall be identified by the Town Manager to the sponsor following the sponsor's request for such items.
- c. A permit for a demonstration may be subject only to reasonable time, place and manner conditions or limits that: (i) are narrowly tailored to serve the Town's significant interest, and (ii) leave open ample alternative channels for communication of the content of the demonstration. No permit denials, revocations, or modifications, and no time, place, or manner conditions or limits imposed on a demonstration, may be based on the content of the beliefs expressed or anticipated to be expressed during the demonstration, or on factors such as the attire or appearance of persons participating or expected to participate in a demonstration (except to the extent involving unlawful or prohibited items), nor may such conditions or limits favor special events over demonstrations. With respect to demonstrations, these regulations shall be applied, and the Town Manager or his or her designee shall make permitting decisions in compliance with and to further the intent of this section (19) c. The Town Manager may impose such conditions or limits on a demonstration (i) during the permitting approval process, or (ii) during the occurrence of a permitted demonstration if necessary: (A) to ensure that the demonstration meets the stated terms and purposes of these regulations (B) due to the occurrence of circumstances unrelated to the demonstration that were not anticipated at the time of the approval of the permit and that were not caused by demonstration attendees, counter-protestors or Town officials, or (C) due to a determination by the Police Chief, the Clarke County Director of Fire and EMS or other appropriate public safety official during the demonstration that there exists an imminent likelihood of violence or other threat to public safety endangering persons or threatening to cause significant property damage.

- (20) **Information Collection.** The information collected under these regulations will be used to provide notification to the Town Police, Town Department of Public Works, and local fire and rescue officials of the plans of sponsors of events in order to assist in the provision of security and logistical support.
- (21) **Community Events.** Except as expressly stated, community events shall be conducted in accordance with all the conditions and limits on events as specified in section E above. Except as specified below, the sponsor of a community event shall pay the fees and deposits specified in these regulations and required by the Town Code. Community events include the following:
- a. Farmers' Market
- The Farmer's Market is held on the Rixey-Moore parking lot on Saturday mornings from April through October. The market is governed by a Board and has its own set of regulations which have been reviewed by Town Council.
- b. Music in the Park
  - c. Homecoming Parade
  - d. Christmas Parade
  - e. Summer Concert Series
  - f. National Night Out
  - g. Memorial Day Observance
  - h. Veterans Day Observance

## APPENDIX A

1. Event Permit Application Fee (pay upon application) \$25.00 (non-refundable)
2. Street Closure Fee (pay upon application) \$100.00 (non-refundable)
3. Gazebo Security Deposit (pay upon application) \$50.00
4. Public Space Rent (events to which entry is limited by tickets or admission fees)

0 – 1,000 attendees	\$50.00
1,001 – 1,999 attendees	\$100.00
2,000 – 2,999 attendees	\$150.00
3,000 attendees and up	\$500.00

\$50.00 due with application. Remainder of Public Space Rent to be submitted to the Town within five (5) calendar days following conclusion of the event, along with documentation of total ticket sales or attendance count. The Town may monitor attendance to verify attendance numbers.

5. Electricity Fee \$50.00 Advance deposit

Advance deposit covers first four (4) hours of use. Sponsor will be billed \$10.00 per hour for each additional hour of actual usage.

6. "No Parking" Signs \$1.00 per sign – Billed

7. Building Permit Fee (Tent) Contact Clarke County Building Department

8. Amusement Ride Inspections Contact Clarke County Building Department

9. Public Works Fee \$100.00 Advance deposit

Advance deposit covers first two (2) hours of labor associated with event. Sponsors will be billed \$50.00 per hour for each additional hour of labor that is provided.

10. Public Safety Personnel

\$50.00 per required Officer, Advance deposit  
(Refundable up to 24 hours prior to Event)

- Deposit due with application
- For ticketed events, where tickets are sold in advance an additional \$50.00 deposit required per required officer/technician, as calculated based on tickets sold as of 48 hours prior to the Event. The additional deposit is due 24 hours in advance of the Event.
- Sponsor will be billed per hour for each officer/technician actually utilized (based on police / fire / EMS estimates of actual attendance and/or circumstances of the event and based on the regular hourly rates or salaries for the police/fire/EMS personnel utilized).
- *Hourly Rates:* The Sponsor will be billed the higher of: (i) \$30.00 per hour, or (ii) the established hourly wage for overtime work, or (iii) the special event flat rate for FSLA exempt employees, as may apply for each of the particular officer(s)/technician(s) willing and available to cover the event, for each officer/technician actually utilized, plus an administrative fee in the amount of ten percent (10%) of the total billed amount.

11. Public Safety Vehicle Fee

\$25.00 per required vehicle – Billed

12. Cleanup Fee

- Closed Event (Admission limited by tickets or fees) \$300.00 Advance Deposit  
Refundable if Event cancelled in advance
- Other Events \$100.00 Advance Deposit  
Refundable if Event cancelled in advance

APPENDIX B

# Special Events Forms

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- I. Special Event Permit Application
- II. Town of Berryville Land Use Permit
- III. Rules and Regulations Governing the Use of Rose Hill Park



# Special Event Permit Application

FOR OFFICIAL USE ONLY		
Organizational Status		
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Commercial	<input type="checkbox"/> Independent
Attachment Verification		
<input type="checkbox"/> Maps	<input type="checkbox"/> Insurance	<input type="checkbox"/> ABC Permit
<input type="checkbox"/> Tent Permit	<input type="checkbox"/> VDH Permit	
<input type="checkbox"/> Road Closure Permits		

**Activity type (Please select all that apply):**

<input type="checkbox"/> Block Party	<input type="checkbox"/> Demonstration	<input type="checkbox"/> Other
<input type="checkbox"/> Parade	<input type="checkbox"/> Festival	(please describe)
<input type="checkbox"/> Film Production	<input type="checkbox"/> Race/Walk	_____
<input type="checkbox"/> Carnival	<input type="checkbox"/> Fair	_____

**Event Location Requested:**

Rose Hill Park     Rixey-Moore Parking Lot     Hogan's Alley

Other \_\_\_\_\_

**Group Requesting Event** \_\_\_\_\_

**Date of Event** \_\_\_\_\_

**Rain Date, if any** \_\_\_\_\_

**Time of Event** \_\_\_\_\_

Date Application Received

**Organizer's contact information (Representative must be present at the event with approved permit available for inspection)**

**Primary**    Name \_\_\_\_\_ Cell Phone \_\_\_\_\_

Address \_\_\_\_\_ Work Phone \_\_\_\_\_

City \_\_\_\_\_ State/Zip \_\_\_\_\_

Email \_\_\_\_\_ Home Phone \_\_\_\_\_

**Secondary**    Name \_\_\_\_\_ Cell Phone \_\_\_\_\_

Address \_\_\_\_\_ Work Phone \_\_\_\_\_

City \_\_\_\_\_ State/Zip \_\_\_\_\_

Email \_\_\_\_\_ Home Phone \_\_\_\_\_

Description of the Event (Please attach additional sheet if more space is needed)

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Will the activity require the blocking of any surrounding public streets, driveways or entrances?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please identify: \_\_\_\_\_

**Event Hours**

Set-Up Time \_\_\_\_\_ Hours of Event \_\_\_\_\_ Clean-Up Time \_\_\_\_\_

**Anticipated Attendance**

Participants \_\_\_\_\_ Spectators \_\_\_\_\_ Other \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_

(Certificate of Insurance and additional insured endorsement providing \$1 million in general liability insurance required. May be increased or waived as deemed necessary as determined by the Town Manager or their designee.) Please note that animals on site require additional insurance.

Will sound amplification devices be used? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, length of time: \_\_\_\_\_

Will the event require use of any parking lots for staging areas? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please identify: \_\_\_\_\_

Will alcohol be served? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, all state laws and local ordinances must be followed. The organizer must obtain a Virginia ABC permit (<http://www.abc.virginia.gov/>) and is responsible for all required permits.

Will food be served? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, the organizer may be required to obtain a permit from the Virginia Department of Health (540/955-1033) and is responsible for all requisite permits.

Will any fees be charged in association with the event, admission, etc.?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, amount to be charged \_\_\_\_\_

If Yes and the special event is to occur in Rose Hill Park, please note that a Fundraising Permit is required upon application for valid and duly-constituted non-profit organizations for the purpose of approved charitable, educational, cultural, and/or community-oriented projects and activities. Commercial activity is prohibited.

Will you have security on site? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please identify who will be on site \_\_\_\_\_

Will weapons or firearms be present? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please provide detail of activity \_\_\_\_\_

Will there be a parade? Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes, please complete the following section)

**VDOT and/or Town of Berryville Land Use Permit and fee are required.**

**Please identify parade route**

\_\_\_\_\_  
\_\_\_\_\_

Will there be vehicles in the parade? Yes \_\_\_\_\_ No \_\_\_\_\_ Number of vehicles anticipated \_\_\_\_\_

What time will staging occur? \_\_\_\_\_

Where will staging occur? \_\_\_\_\_

Will there be animals in the parade? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, what type and how many? \_\_\_\_\_

Will you need assistance from Fire & Rescue? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please contact John H. Enders Fire & Rescue at 540/955-1110 at least ten (10) days prior to the event.

**Will you be using any of the following? (Mark all that apply)**

Tents

Tables

Portable Toilets

Live Radio

Signs

Electricity

Banners

Animals

Please note: Architectural Review Board review and approval and Zoning Permits may be required for certain banners, signs and temporary structures.

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**Please supply a sketch of how the requested venue will be organized for the event below, or attach a map with this application.**

# Hold Harmless Agreement

\_\_\_\_\_ (Legal name of business/organizer, exactly as it appear on Insurance Endorsement), shall defend and hold harmless, the Town, its officers, employees, agents, and representatives thereof, harmless from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect on behalf of \_\_\_\_\_ (Legal name of business/organizer) while their personal property is situated on Town Property.

\_\_\_\_\_ (Legal name of business/organizer) shall further hold the Town harmless for any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree.

Legal Name of Business/Organizer \_\_\_\_\_  
(As it appears above)

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By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

+++++

### For Office Use Only

**Permit**      Approved \_\_\_\_\_      Denied \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Permit # \_\_\_\_\_

Special Event Permit # \_\_\_\_\_

Permission is hereby granted to \_\_\_\_\_  
(Name of Organization/ Organizer)

for the use of the facilities identified in the attached application on \_\_\_\_\_  
(Date)

from \_\_\_\_\_ to \_\_\_\_\_  
(Time)

This permit is issued with the understanding that \_\_\_\_\_  
(Name of Organizer)

shall accept responsibility for adherence to the Town of Berryville Special Events and Demonstrations Regulations, Ordinances of the Town of Berryville (Chapter 20- Parades and Demonstrations), and Ordinances of the Town of Berryville (§ 13-36 Regulation of Use and Conduct in Rose Hill Park) as well as to any special conditions which may be attached hereto.

Date \_\_\_\_\_ Signed \_\_\_\_\_  
Town Manager

## Special Fundraising Permit

Permission is further granted to the above-named Organization for a fundraising event pursuant to the approved application for same dated \_\_\_\_\_.

Date \_\_\_\_\_ Signed \_\_\_\_\_  
Town Manager



LAND USE PERMIT
LUP-A Land Use Permit Application

APPLICATION is hereby made for permit as shown on the accompanying plan or sketch and as described below. Said activity(s) will be done under and in accordance with the rules and regulations of the Council of the Town of Berryville, in so far as said rules are applicable thereto and any agreement between the parties herein before referred to.

Type or print clearly

Applicant Driver's license or Tax ID No.
Owner Name
Address
City State Zip Code

Contact Name
E-mail Address
Telephone Number
Emergency Telephone Number
Fax Number

Agent Driver's license or Tax ID No.
Agent Name
Address
City State Zip Code

Contact Name
E-mail Address
Telephone Number
Emergency Telephone Number
Fax Number

Permit Term Requested Fees Enclosed \$ Check Number
Money Order Other Estimated cost of work to be performed on Town of Berryville Right of Way \$

Surety Information: Surety Posted by: Owner Agent Surety Refund to: Owner Agent Surety Waived
Amount of Surety \$ Obligation Amount \$ Check #
Surety Company Name Bond #
LUP-CS CASH SURETY AFFIDAVIT PROVIDED FOR CASH SURETY

Applicant has provided proof of the following requirements in accordance as defined in §2.2-1151.1 of the Code of Virginia

- (1) The utility company has registered as an operator with the appropriate notification center.
(2) Attached is a notarized affidavit, stating that the utility owner has notified the commercial and residential developer, owner of commercial or multifamily real estate, or local government entities with a property interest in any parcel of land located adjacent to the property over which the land use is being requested, that application for the permit has been made.

Request permission to perform the following activity(s):
as per attached plans.

Location: [ ] Town of Route No. Street Name
Latitude Longitude Tax Map Number Applicant Job No.
Between Route No. Street Name and Route No. Street Name

[ ] IF APPLICABLE, I AGREE TO PAY THE FULL SALARY AND EXPENSES OF A TOWN ASSIGNED INSPECTOR IN CONJUNCTION WITH ACTIVITIES AUTHORIZED UNDER THE AUSPICES OF A TOWN OF BERRYVILLE LAND USE PERMIT

Signature of Applicant: Title Date
Signature of Agent: Title Date

All applicable items on this form must be completed to avoid delay in processing the issuance of a Town of Berryville Land Use Permit. Prepayment required with remittance payable to Town of Berryville.

TOWN OF BERRYVILLE USE ONLY

Receipt is hereby acknowledged for: CHECK No. MONEY ORDER No.
In the Amount of \$ for PERMIT FEE \$ CASH SURETY \$
Authorized Town Signature: Date:



PLEASE READ CAREFULLY

RULES AND REGULATIONS GOVERNING THE USE OF ROSE HILL PARK

NOTICE: THE TOWN OF BERRYVILLE IS NOT RESPONSIBLE FOR ACCIDENTS, INJURY, OR LOSS OR DAMAGE TO PERSONAL PROPERTY.

1. All applications for permission to use Rose Hill Park facilities for a special event shall follow procedures outlined in the Regulations for Special Events and Demonstrations.
2. It shall be a condition of all special event permits issued for use of the park and its facilities that no person, whether or not a member of the sponsoring group or a participant in the special event, can be denied access or free passage to, from, or within all or any portion of Rose Hill Park or any facilities therein. Rose Hill Park shall at all times remain a public park with right of free passage to all members of the public.
3. No individual, group or organization will be permitted to use the park for profit or gain in the absence of a special fund-raising permit obtained from the Town pursuant to paragraph four (4) herein. All regular park permits shall be conditioned on an understanding that the special event is not a benefit affair, that no admission is to be charged, and that no tickets will be sold. There will be no gambling or games of chance except as may be permitted by a special fund-raising permit issued pursuant to paragraph four (4) herein.
4. The Town may issue a special fund-raising permit upon application, on forms provided by the Town, by valid and duly-constituted non-profit organizations for the purpose of approved charitable, educational, cultural, religious and/or community-oriented projects and activities. All other rules and regulations governing the use of Rose Hill Park, as set forth herein, shall apply to such fund-raising events approved by special permit.
5. No alcoholic beverages or illegal controlled substances are allowed on the premises at any time.
6. Users of the Rose Hill Park gazebo may not deface the structure in any way. No driving of nails, thumb tacks, or fastening to light fixtures will be permitted. Plans for any decorating must be submitted for approval with special event permit applications.
7. The Town of Berryville furnishes only such lighting and electrical service which is in place. Any additional services and equipment needed for a special event must be furnished by the user. When special or additional lighting or other electrical equipment is required, approval of electrical connections by the Town of Berryville Director of Public Works must be obtained at forty-eight (48) hours prior to any such lighting or equipment being placed in use.
8. All groups using the Rose Hill Park facilities will be responsible for setting up any equipment, such as chairs and tables, to their own liking. The Town of Berryville cannot provide personnel assistance for any loading, unloading, or setting up of such equipment.

9. All groups using the Rose Hill facilities shall clean up, dismantle and remove any equipment, and in general, leave the premises in the same condition as they found them upon conclusion of the special event. All garbage and trash must be put in heavy-duty plastic trash bags, to be supplied by the sponsoring group, and place in the Park's trash containers.
10. Any and all damage to the grounds, buildings and equipment must be corrected by the sponsoring group to the satisfaction of designated officials of the Town of Berryville. Correction may include replacement if deemed warranted by such Town Officials.
11. All activities and required clean-up shall be concluded no later than 12:00 Midnight of the day of the scheduled event.
12. Users of the Park and its facilities must take adequate provision to guard against public disturbances or other unsafe practices.
14. No event is official until it is entered on the schedule and a special event permit is issued by the Town of Berryville.
15. All groups using the Park and its facilities must abide by these rules and regulations and any special conditions which might be attached to individual permits. In the event unusual and special considerations associated with a particular event would render complete satisfaction of these provisions a hardship, prior approval of any variance or deviation must be obtained from designated Town Officials. The Town reserves the right to require a damage deposit, in such amount as the Town deems appropriate, as a special condition to individual permits.
16. For cause, permits are subject to cancellation or revocation by the Town of Berryville.

# Streets and Utilities Committee

Closed Session

Adjourn