



Public Safety Committee

MEETING AGENDA

Berryville-Clarke County Government Center

101 Chalmers Court, Second Floor

Main Meeting Room

Regular Session

January 27, 2020

1:00 PM

Item

Page

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**1. Call to Order**

**2. Approval of Agenda**

**3. Unfinished Business**

Garbage, Refuse, and Recyclables Collection

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Chapter 8

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RFP for Collection Service

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Invitation to Bid

140

Allied Waste Contract

159

**4. New Business**

Police Department Update

**5. Other**

**6. Closed Session**

**7. Adjourn**

## Memorandum

**Date:** January 24, 2020  
**To:** Public Safety Committee  
**From:** Keith Dalton, Town Manager  
**Cc:** Town Council  
Christy Dunkle  
Neal White  
**Subject:** Revised Chapter 8 of Berryville Code/associated policies and proposed amendments to the Zoning Ordinance

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Please find attached:

- Current Chapter 8 of the Berryville Code
- Ordinance to repeal Chapter 8 of the Berryville Code and re-adopt a new chapter
- Draft Chapter 8 of the Berryville Code
- Ordinance adopting a Garbage and Refuse, Recyclables, and Yard Waste Policy
- Garbage and Refuse, Recyclables, and Yard Waste Policy
  - o Appendix 1
  - o Appendix 2
  - o Appendix 3
  - o Appendix 4
- Berryville Zoning Ordinance Amendments to consider (dumpster requirements)

Red type highlights specific decisions the Committee/Council need to make.

Yellow highlights indicate areas upon which staff will seek assistance from legal counsel.

As the Council knows, garbage and recyclables collection will have to be rebid prior the end of FY2020. The IFB should be approved by the Town Council on March 10, 2020 and the contract award approved on May 12, 2020.

This matter will be discussed at the February 3, 2020 Town Council work session.

Covenant

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Chapter 8 - GARBAGE AND REFUSE

ARTICLE I. - IN GENERAL

Sec. 8-1. - Violations of chapter.

Unless otherwise specifically provided, a violation of any provision of this chapter shall constitute a Class 4 misdemeanor.

Cross reference— Penalty for Class 4 misdemeanor, § 1-11.

Sec. 8-2. - Unlawful accumulations.

- (a) It shall be unlawful for any owner or occupant of any premises within the town to allow garbage, ashes, refuse, trash, litter or other substances which might endanger the health of other residents of the town to accumulate on such premises.
- (b) The owner of any property in the town shall remove accumulations referred to in subsection (a) above from such property at intervals to be designated by the council. Reasonable notice of the date fixed by the council for such removal shall be given by newspaper publication, mail or delivery of a written notice to each owner of property.
- (c) Upon the failure of the owner of property to remove trash, garbage, refuse, litter and other substances which might endanger the health of other residents of the town, as provided in the notice given pursuant to subsection (b) above, the town manager may have such trash, garbage, refuse, litter and other substances removed and bill the owner for the work. Upon the owner's failure to pay such bill by tax billing time, such bill shall be placed upon the tax bill of the owner so delinquent and collected as taxes are collected.

(Code 1971, §§ 8-1, 8-3)

Cross reference— Open storage of inoperative vehicles in certain zoning districts, § 13-30; abandoned or discarded refrigerators or other airtight containers, § 13-31; cutting and removal of weeds and other foreign growth on vacant property, § 13-32; maintenance of property abutting Town Run, § 13-33.

State Law reference— Authority for above section, Code of Virginia, §§ 15.1-11, 15.1-867.

Sec. 8-3. - Littering generally.

- (a) Any person who shall dump or otherwise dispose of trash, garbage, refuse, litter or other unsightly matter on a public street or highway, right-of-way, property adjacent to such street or highway or right-of-way, or on any public property of the town or private property within the town, without the written consent of the owner thereof or his agent, shall be guilty of a Class 1 misdemeanor.
- (b) When any person is arrested for a violation of this section, and the matter alleged to have been dumped or disposed of has been ejected from a motor vehicle, the arresting officer may comply with the provisions of section 10-2 of this Code in making such arrest.
- (c) When a violation of the provisions of this section has been observed by any person, and the matter dumped or disposed of has been ejected from a motor vehicle, the owner or operator of such motor vehicle shall be presumed to be the person ejecting such trash, garbage, refuse, litter or other unsightly matter. Such presumption shall be rebuttable by competent evidence.
- (d) Upon conviction of any person for a violation of this section, the court may suspend the imposition of any sentence on condition that the defendant volunteer his services, for such period of time as the court may designate, to remove litter from streets, highways and other public property in the town.

(Ord. of 12-12-72)

Cross reference— Penalty for Class 1 misdemeanor, § 1-11; deposit of hazardous material on streets, § 15-15.

State Law reference— Similar provisions and authority to adopt above section, Code of Virginia, §§ 33.1-346, 33.1-346.1.

Sec. 8-4. - Disposal in town of trash, garbage, etc., accumulated outside town.

- (a) It shall be unlawful and a Class 1 misdemeanor for any person to place, dump or otherwise dispose of trash, garbage, refuse, litter or any other unsightly matter that has been accumulated or collected outside the corporate limits of the town at

any place within the town. This section shall not apply to a person using the public facilities of the town for the disposal of such matter, with the express permission of the town council or its designated agent.

- (b) The provisions of subsections (b) and (c) of section 8-3 shall apply to violations of this section to the same extent as if set out at length in this section.

(Ord. of 2-13-73; Ord. of 2-13-79, § 8-15)

Cross reference— Penalty for Class 1 misdemeanor, § 1-11.

Sec. 8-5. - Dumpster, defined; prohibited times for emptying.

- (a) For the purpose of this section a "dumpster" shall mean any container designed to contain refuse or garbage and which is emptied by mechanical means.
- (b) It shall be unlawful for any person to empty a dumpster in town between the hours of 10:00 p.m. and 7:00 a.m. except within industrially zoned areas of the town.

(Ord. of 1-12-99)

Sec. 8-6. - Upsetting, tampering and misusing litter receptacles maintained by the town.

No person shall cause the removal, upsetting, mutilation or defacing of, or tamper with any litter receptacle maintained by the town, cause the contents thereof to be spilled or to be strewn in or upon any public place or private premises, or use such receptacle for disposal of business or household refuse

(Ord. of 2-13-01)

State Law reference— Authority for above section, Code of Virginia, Section 15.2-927.

Secs. 8-6—8-14. - Reserved.

## ARTICLE II. - COLLECTION BY TOWN

Sec. 8-15. - Report of violations of article.

If any person fails to comply with the provisions of this article, the employees of the town engaged in the collection and removal of garbage, ashes and refuse shall report such failure to the town manager.

(Ord. of 2-13-79, § 8-12)

Sec. 8-16. - Containers generally—For garbage.

- (a) All garbage, consisting of food waste and organic matter, to be collected by the town shall be placed in tied disposable plastic bags or in water-tight containers of durable construction which shall be rust-resistant, nonabsorbent, easily washable, with tight fitting covers and handles and with a capacity of not less than five (5) nor more than thirty-two (32) gallons. All such nondisposable containers shall be of such construction as to prevent disturbance by animals and entrance by insects and to allow safe handling by one collector.
- (b) The total weight of any garbage container, together with its contents, shall not exceed fifty (50) pounds.

(Ord. of 2-13-79, §§ 8-5, 8-7; Ord. of 11-13-90; Ord. of 10-13-98)

Sec. 8-17. - Same—For ashes.

- (a) Ashes to be collected by the town shall be placed separately from garbage and other refuse, in cans or other light noncombustionable containers that can be handled without coming apart. Such containers shall not be filled closer than two (2) inches to the top and shall be covered to prevent spilling.
- (b) The total weight of any container for ashes, together with its contents, shall not exceed seventy-five (75) pounds.

(Ord. of 2-13-79, §§ 8-6, 8-7)

Sec. 8-18. - Same—For other refuse.

Rubbish consisting of cans, bottles, rags, paper, weeds, leaves, grass cuttings, tree cuttings, solid waste materials from homes, stores and commercial buildings and other refuse to be collected by the town, other than that provided for in sections 8-16 and 8-17, shall be placed in

cans, plastic bags or other containers that can be safely handled without coming apart, of such size, not exceeding thirty-two (32) gallons capacity, that can be handled by one collector and filled and secured so as to prevent spillage of the contents.

(Ord. of 2-13-79, § 8-8)

Sec. 8-19. - Preparation of garbage.

No person shall place any garbage in any container required by section 8-16, without first draining the liquid from such garbage and wrapping the garbage in paper or plastic.

(Ord. of 2-13-79, § 8-5)

Sec. 8-20. - Preparation of cardboard and other bulky materials.

Cardboard containers and other bulk materials to be collected by the town need not be placed in containers, but will be collected by the town if flattened and securely tied in compact bundles that can be handled by one collector. No such bundle shall exceed four (4) feet in length and fifty (50) pounds in weight.

(Ord. of 2-13-79, § 8-9; Ord. of 10-13-98)

Sec. 8-21. - Collection times and routes.

The town manager shall establish and specify the days and hours each week when town employees shall collect garbage, ashes and refuse and the routes to be served at the times so specified.

(Ord. of 2-13-79, § 8-14)

Sec. 8-22. - Placement of containers on collection day; collectors not to enter building.

- (a) All containers containing garbage, ashes or refuse for collection by the town shall be set out not later than 7:00 a.m. on collection days. No containers may be set out for collection more than twenty-four (24) hours before the established collection time and empty containers shall be removed on the same day of collection.

(b)

All containers shall be placed in such location as is specified by the town manager, so that they can be reached easily and conveniently by the collectors. No town employee or collection agent shall enter any building for the removal of garbage, ashes or refuse.

(Ord. of 2-13-79, §§ 8-16, 8-17; Ord. of 11-13-90; Ord. of 10-13-98)

Sec. 8-23. - Preparation of tree branches, brush, leaves and other yard waste.

- (a) Tree branches and brush to be collected by the town shall be securely tied in compact bundles that can be handled by one collector. No such bundle shall exceed four (4) feet in length, twelve (12) inches in diameter and fifty (50) pounds in weight.
- (b) Leaves and grass clippings to be collected by the town shall be placed in plastic bags. No such bag shall exceed fifty (50) pounds in weight.

(Ord. of 10-13-98)

Sec. 8-24. - Certain refuse not to be collected.

- (a) Rejected building materials, tin, contractors' waste, industrial waste, automobiles or parts thereof, tires, hazardous materials, such as cleaning fluids, explosives, gasoline, oil, paints, plastics, rubber cuttings or other highly flammable materials, or substances such as poisons, gases, caustics, radioactive materials or powdery earth used in filter cleaning fluids or other like refuse materials or substances shall not be collected by the town. In the event such refuse is found at collection points, the persons placing the same for collection shall be required to remove the same immediately. Radioactive materials, drugs, poisons and like substances shall be removed under the supervision of the health officer or some other qualified person.
- (b) No animal or fowl excrement shall be collected by the town and no such excrement shall be placed in any container or receptacle required by this article or otherwise put out or placed for collection by the town.
- (c) Ashes containing live coals shall not be collected by the town.

(Ord. of 2-13-79, §§ 8-5, 8-6, 8-10)

An Ordinance Repealing and Readopting Chapter 8 of the Berryville Code

BE IT ORDAINED, by the Council of the Town of Berryville, hereby repeals Berryville Code Chapter 8, Garbage and Refuse and adopts the attached Berryville Code Chapter 8, Garbage and Refuse, Recyclables, and Yard Waste; **with such repeal and adoption to become effective on \_\_\_\_\_.**

VOTE:

Aye:

Nay:

Abstain:

Absent:

Signed:

\_\_\_\_\_  
Patricia Dickinson, Mayor

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

ATTEST:

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

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

Chapter 8

**Garbage and Refuse, Recyclables, and Yard Waste**

Art. I. In General, §§ 8-1 – 8-14

Art. II Collection by town, §§ 8-15 – 8-34

Art. III Collection by others, §§ 8-35 -

**ARTICLE I. - IN GENERAL**

**Sec. 8-1. – Definitions**

For the purposes of this chapter, the following words and terms shall have the meanings ascribed to them by this section.

**Appliance** – Durable good for household use (including but not limited to clothes washers and dryers, water heaters, ovens, microwave ovens, refrigerators, dehumidifiers, televisions, and computers and computer components).

**Bin** – Town or Town contractor furnished recyclable materials container.

**Bulk refuse** – Large household refuse not reasonably placed in toter for collection (e.g. furniture, mattresses, and box springs).

**Container** – toters, bins, trash cans, carts, and the like, not including dumpsters, used to store solid waste until collection.

**Collection** – Removal of solid waste, garbage and refuse and/or recyclable materials from its place of origin or storage to a collection vehicle.

**Collection vehicle** – Any vehicle used to collect or transport solid waste, garbage and refuse or recyclable materials.

**Collector** – Any person engaged in the business of collection and transportation of solid waste, garbage and refuse or recyclable materials.

**Commercial /business/institutional waste** - Solid waste, garbage and refuse or recyclable materials emanating from establishments engaged in business operations other than manufacturing. This category includes but is not limited to solid waste, garbage and refuse or recyclable materials emanating from such establishments as stores, markets, offices (excluding home offices and home occupations), restaurants, churches, schools and government buildings.

**Construction, clearing and/or demolition debris**- The waste building material, packaging, and rubble resulting from construction, land clearing, remodeling, repair, and demolition operations on pavements, houses, vacant land, commercial buildings, and other structures.

Dumpster - Any receptacle having a capacity in excess of one hundred (100) gallons designed to contain solid waste, refuse, and garbage, or recyclable materials and which is emptied by mechanical means. A "Permanent Dumpster" is defined as a dumpster that will be in place for more than 180 days in a year. A "Temporary Dumpster" is defined as a dumpster that will be in place for 180 days or less in a year.

Dumpster enclosure – See "Enclosure – Dumpster"

Enclosure- Toter/Container – An opaque enclosure, used to screen toters, bins, cans, carts and the like, which conforms to the specifications and standards established by the Council, in which such toters and containers are placed.

Enclosure- dumpster – An opaque enclosure, which conforms to specifications and standards established by the Council, in which a dumpster is placed.

Garbage- Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving, or consumption of food.

Hazardous waste – Solid waste which because of its inherent nature and/or qualities requires special care during disposal to avoid creating environmental damage or hazards to public health or safety or landfill operations. Hazardous waste includes but is not limited to such items as petroleum waste, paints (liquid), plastics, explosives, acids, caustics, chemicals, poisons, drugs, radioactive materials, asbestos fibers, imported wool fibers, pathogenic wastes from hospitals, sanitariums, nursing homes, clinics and veterinary hospitals, waste from slaughterhouses, poultry processing plants and the like. (Residential solid waste normally contains very small amounts of hazardous waste but because they are found in such small amounts present no special problems for landfill operations. Therefore, residential waste is not considered to be hazardous waste within the meaning of hazardous waste used in the chapter).

Household waste – See "residential/household waste".

Industrial waste- All solid waste, garbage and refuse or recyclable materials emanating from manufacturing, assembly of material, recycling, and other industrial activities.

Litter receptacle (Town maintained) – Container provided and maintained by the Town, whether free-standing or attached to a pole or other structure, in which refuse may be placed by passersby.

Mixed paper- Paper accepted for recycling by the Town.

Occupant – The person who resides on premises as owner or tenant.

Qualified commercial/business occupancy – A licensed business or institutional use located within the special collection zone and meeting the requirements for garbage and refuse and/or recyclable materials collection by the town.

Recyclables – Recyclable materials emanating from residential uses (single-family detached homes or condominiums, attached residential units, apartments, and offices; which are accepted as a part of the Town's recycling program) and approved home offices and home occupations.

Recyclable Materials – Raw or processed material that can be recovered from the waste stream for reuse.

Refuse – Discarded items including but not limited to paper, cartons, boxes, debris, cans, glass, food packaging, clothing and the like. Refuse does not include hazardous or unacceptable waste.

Residential/household waste - Garbage and refuse or recyclables emanating from residential uses (single-family detached homes or condominiums, attached residential units, and apartments) and approved home offices and home occupations.

Sanitary landfill – A landsite on which engineering principles are utilized to bury deposits of solid waste without creating nuisances or hazards to public health or safety.

Solid Waste – As defined in 9 VAC 20-80-140 of the Solid Waste Management Regulations, Department of Environmental Quality, Commonwealth of Virginia.

Toter – Town or Town contractor furnished wheeled waste containers.

Toter/Container enclosure – See “Enclosure -Toter/ Container”

Town manager – The town manager of the Town of Berryville, Virginia, or authorized designee.

Town planner – The assistant town manager for community development/operations of the Town of Berryville, Virginia, or authorized designee. Position also serves as zoning administrator.

Transportation – The transporting of solid waste, garbage and refuse or recyclable materials from the place of collection to a disposal facility.

Unacceptable waste – Items enumerated in Sec. 8-22 of this chapter.

Vacant Property – A lot or parcel of real property either not improved by any structure or having a structure or structures neither occupied as a residence or devoted to any other use involving the presence of employees or other persons on business days.

Waste – Useless, unwanted, or discarded materials.

Waste generator – The person or entity who actually produces the residential, commercial, household, industrial, or institutional/governmental solid waste (which includes, but is not limited to residential/household, commercial, industrial, and hazardous waste).

Yard waste – Leaves, twigs, shrubbery, and branches less than six (6) inches in diameter.

Sec. 8-2. - Violations of chapter.

Unless otherwise specifically provided, a violation of any provision of this chapter shall constitute a Class 4 misdemeanor.

Cross reference— Penalty for Class 4 misdemeanor, § 1-11.

**Sec. 8-3. - Policies and procedures**

The Town Council may by ordinance establish policies regarding the collection of solid waste and yard waste and may also by ordinance authorize the town manager to adopt procedures regarding the collection of solid waste and yard waste that are not inconsistent with this chapter.

**Section 8-4. - Unlawful accumulations.**

- (a) It shall be unlawful for any owner or occupant of any premises within the town to allow solid waste, garbage, refuse, recyclable materials, ashes, trash, litter or other substances which might endanger the health of other residents of the town to accumulate on such premises.
- (b) The owner of any property in the town shall remove accumulations referred to in subsection (a) above from such property as prescribed by the town manager or designee in accordance with this section. Reasonable notice of the date fixed by the town manager for such removal shall be given by mail or delivery of a written notice to the owner of such property.
- (c) Upon the failure of the owner of property to remove solid waste, garbage, refuse, recyclable materials, ashes, trash, litter and other substances which might endanger the health of other residents of the town, as provided in the notice given pursuant to subsection (b) above, the town manager may have such refuse, garbage, trash, litter and other substances removed and bill the owner for the work. Upon the owner's failure to pay such bill by tax billing time, such bill shall be placed upon the tax bill of the owner as delinquent and collected as taxes are collected.

(Code 1971, §§ 8-1, 8-3)

**Cross reference**— Open storage of inoperative vehicles in certain zoning districts, § 10-79; abandoned or discarded refrigerators or other airtight containers, § 13-31; cutting and removal of weeds and other foreign growth on vacant property, § 13-32; maintenance of property abutting Town Run, § 13-33.

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

**Sec. 8-5. - Disposal in town of refuse, garbage, trash etc., accumulated outside town.**

It shall be unlawful and a Class 3 misdemeanor for any person to place, dump or otherwise dispose of solid waste, refuse, garbage, trash, litter, recyclable materials or any other unsightly matter that has been accumulated or collected outside the corporate limits of the town at any place within the town.

(Ord. of 2-13-73; Ord. of 2-13-79, § 8-15)

**Cross reference**— Penalty for Class 2 misdemeanor, § 1-11.

**State Law reference** – Authority for above section, Code of Virginia, § 15.2-928

**Sec. 8-6. - Upsetting, tampering and misusing litter receptacles maintained by the town.**

No person shall cause the removal, upsetting, mutilation or defacing of, or tamper with any litter receptacle maintained by the town, cause the contents thereof to be spilled or to be strewn in or upon any public place or private premises, or use such receptacle for disposal of commercial/business or household

refuse. Collectors, employees of the town or other governmental agencies involved in duly authorized investigations shall be exempt from this prohibition.

(Ord. of 2-13-01)

**State Law reference**— Authority for above section, Code of Virginia, Section 15.2-928.

**Sec. 8-7. – Dumpsters, placement, enclosure, prohibited times for emptying.**

- (a) No person shall locate any dumpster, either temporarily or permanently, in the town without an approved zoning permit. Zoning Permit applications to locate dumpsters will be reviewed in accordance with this chapter, the Zoning Ordinance, and policies and procedures established by the council.
- (b) **Effective \_\_\_\_\_, all permanent dumpsters shall be enclosed within an approved dumpster enclosure. Failure to comply with this enclosure requirement shall result in \_\_\_\_\_.**
- (c) The enclosure requirement in Section 8-7.b may be waived or waived in part, by the council if it determines that site constraints prevent construction of an enclosure.
- (d) All dumpsters, and the immediate area around them, shall be kept clean and sanitary at all times. Solid waste shall be completely contained within such container, all doors of the unit shall be kept closed, and all drain plugs shall be tightly secured.
- (e) It shall be unlawful for any individual, business or corporation to empty a dumpster in town between the hours of 10:00 p.m. and 7:00 a.m. except within industrially zoned areas of the town.

**State Law reference** – Authority for above section, Code of Virginia, § 15.2-930

(Ord. of 1-12-99)

**Section 8-8. – Toter/container enclosures.**

- (a) All commercial/business/institutional uses with more than two (2) toters or containers for storage of solid waste shall store all toters and containers within an approved toter/container enclosure, unless the toters or containers are set out for collection.
- (b) **Effective \_\_\_\_\_, all required toter/container enclosures shall be constructed and in use. Failure to comply with this enclosure requirement shall result in \_\_\_\_\_.**
- (c) The enclosure requirement in Section 8-8.b may be waived or waived, in part by the council if it determines that site constraints prevent construction of an enclosure.
- (d) All toter/container enclosures shall be kept clean and sanitary at all times. Solid waste shall be completely contained within enclosure, and all gates and doors of the unit shall be kept closed.

**Sec. 8-9. – Requirements for collection vehicles**

- (a) All collection vehicles shall be kept and maintained in a clean and sanitary condition, and shall be so constructed, maintained and operated as to prevent spillage of the type of solid waste, garbage and refuse, and recyclables to be transported therein. All collection vehicles used in the collection of garbage shall be constructed and maintained with watertight bodies and with covers

of metallic or other rigid, impervious material, or, in the alternative, the entire bodies thereof shall be enclosed, with only loading hoppers exposed.

- (b) Special vehicles used in new or experimental methods of refuse collection may be permitted by the town manager, when such authorization is in writing.

**Sec. 8-10. – Picking through contents of toters, bins, or dumpsters.**

It shall be unlawful for any person to pick through, handle or interfere with the contents of any toter, bin, or dumpster under the provisions of this article. Collectors, employees of the town or other governmental agencies involved in duly authorized investigations, as well as the occupant or waste generator utilizing the toter, bin, or dumpster, shall be exempt from this prohibition.

Secs. 8-11—8-14. - Reserved.

**ARTICLE II. - COLLECTION BY TOWN**

**FOOTNOTE(S):**

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**Cross reference—** Department of public works responsible for refuse collection, § 2-53.

**State Law reference—** Local recycling and waste disposal; powers; penalties, Code of Virginia, § 15.2-928. Authority for town to regulate garbage and refuse disposal, Code of Virginia, § 15.2-927. Regulation of garbage and refuse pickup and disposal services; contracting for such services, Code of Virginia, § 15.2-930

**Sec. 8-15 – Collection of garbage and refuse and recyclable materials**

The town will furnish garbage and refuse and recyclable materials collection in accordance with provisions of this chapter and policies established by the council and procedures established by the town manager.

**Sect. 8-16 - Special service areas**

The council may by ordinance establish special service areas, in which the town will furnish garbage and refuse and/ or recyclables collection to qualified occupancies. The ordinance establishing a special service area will delineate boundaries of the area, establish requirements for provision of collection services, and the services provided. Upon establishment of a special service area the Town will furnish garbage and refuse and/or recyclables collection to qualified occupancies within the town's special service area in accordance with provisions of this chapter and policies established by the council and procedures established by the town manager.

**Sec. 8-17. - Collection times and routes – garbage and refuse and recyclable materials.**

The town manager shall establish and specify the days and hours each week when garbage and refuse and recyclable materials will be collected and the routes to be served at the times so specified.

(Ord. of 2-13-79, § 8-14)

**State Law reference** – Authority for above section, Code of Virginia, § 15.2-928.

**Sec. 8-18. - Containers generally and preparation for collection – garbage and refuse.**

- (a) All garbage and refuse to be collected by the town, except bulk refuse and appliances, shall be prepared and placed in toters in accordance with provisions of this chapter and policies established by the council and procedures established by the town manager.
- (b) The occupant of the premises supplied with the toter(s) are required to maintain it in a clean and sanitary condition.
- (c) Toters issued by the town or its contactor are the property of issuing entity. **Toters shall bear address or collection identification required in accordance with provisions of this chapter and policies and procedures established by the council or town manager.** Toters shall not be removed from the premises to which they are assigned.
- (d) Damaged toters reported to the town will be repaired or replaced as needed. The cost to replace or repair toters that are intentionally damaged or removed will be charged to the owners or tenants at the assigned address. In such instances, the owners or tenants will be assessed a replacement fee in accordance with provisions of this chapter and policies established by the council and procedures established by the town manager.
- (e) Bulk refuse and appliances to be collected by the town shall be prepared and placed for collection in accordance with the provisions of this chapter and policies established by the council and procedures established by the town manager.

**State Law reference** – Authority for above section, Code of Virginia, § 15.2-928.

(Ord. of 2-13-79, §§ 8-5, 8-7; Ord. of 11-13-90; Ord. of 10-13-98)

**Sec. 8-19. – Containers generally and preparation for collection– For recyclable materials.**

- (a) All recyclable materials to be collected by the town shall be prepared and placed in or beside bin(s) in accordance with provisions of this chapter and policies established by the council and procedures established by the town manager.
- (b) The occupant of the premises supplied with the bin(s) are required to maintain it in a clean and sanitary condition.
- (c) Bins issued by the town or its contactor are the property of issuing entity. **Bins shall bear address and/or collection identification required in accordance with provisions of this chapter and policies and procedures established by the council or town manager.** Bins shall not be removed from the premises to which they are assigned.

(d) Damaged bins reported to the town will be replaced as needed. The cost to replace bins that are intentionally damaged or removed will be charged to the owners or tenants at the assigned address. In such instances, the owners or tenants will be assessed a replacement fee in accordance with provisions of this chapter and policies established by the council and procedures established by the town manager.

**State Law reference** – Authority for above section, Code of Virginia, § 15.2-928.

(Ord. of 2-13-79, § 8-9; Ord. of 10-13-98)

**State Law reference** – Authority for above section, Code of Virginia, § 15.2-928.

Sec. 8-20 – Reserved

Sec. 8-21. - Placement of containers on collection day - garbage and refuse and recycling.

- (a) All toters and recycling bins containing materials for collection by the town shall be set out not later than 7:00 a.m. on collection days. No toters or bins may be set out for collection more than twenty-four (24) hours before the established collection time and empty toters and bins shall be removed on the same day of collection.
- (b) Toters set out for collection shall be placed along the frontage of the occupancy near the edge of pavement, edge of road, or in a location approved by the town manager to enable the automatic arm of the collection vehicle to pick up the toter. No collector shall enter any building for removal of garbage and refuse.
- (c) Recycling bins and cardboard bundles set out for collection shall be placed near the edge of pavement, edge of road, or in a location approved by the town manager, so they can be reached easily by the collectors. No collector shall enter any building for removal of recyclable materials.

(Ord. of 2-13-79, §§ 8-16, 8-17; Ord. of 11-13-90; Ord. of 10-13-98)

**State Law reference** – Authority for above section, Code of Virginia, § 15.2-928.

Sec. 8-22. - Certain solid waste and refuse and garbage not collected.

- (a) Rejected building materials, tin, contractors' waste, industrial waste, automobiles or parts thereof, including tires, shall not be collected by the town. In the event such material is found at collection points, collector shall tag the subject toter as unacceptable and notify the town manager or designee.
- (b) Hazardous waste shall not be collected by the town. In the event such material is found at collection points, collector shall tag the subject toter as unacceptable and immediately notify the town

manager. Said materials shall only be removed under the supervision of persons qualified in the handling of hazardous waste.

- (c) No livestock animal or fowl excrement shall be collected by the town. In the event such material is found at collection points, collector shall tag the subject toter as unacceptable and notify the town manager.
- (d) Ashes containing live coals shall not be collected by the town. In the event such material is found at collection points, collector shall tag the subject toter as unacceptable and immediately notify the town manager.
- (e) Other materials prohibited from collection may be established in accordance with provisions of this chapter and policies established by the council and procedures established by the town manager.
- (f) **Violations of this chapter**

**State Law reference** – Authority for above section, Code of Virginia, § 15.2-928.

**Sec. 8-23. – Yard waste collection general.**

The Town will furnish collection of yard waste from parcels in the town that is generated by owners or occupants in accordance with provisions of this chapter and policies established by the council and procedures established by the town manager.

**Sec. 8-24. – Collection times and route – yard waste.**

The town manager shall establish and specify the days and hours when yard waste will be collected and the routes to be served at the times so specified.

**Sec. 8-25. - Containers generally and preparation for collection– For yard waste.**

- (a) All yard waste to be collected by the town, shall be prepared for collection in accordance with the provisions of this chapter and policies established by the council and procedures established by the town manager.
- (b) Yard waste placed for collection that does not meet preparation standards or exceeds collection limits shall be tagged and left in place.
- (c) The town manager may suspend or modify yard waste preparation requirements and collection limits established in accordance with this chapter and the policies and procedures established by the council or town manager if the town manager determines such a suspension or modification necessary; provided that, the determination is made in writing, is reported to the council within fifteen (15) days of the determination, and no single such determination suspends or modifies requirements for more than ninety (90) days. Notice of such suspension or modification shall be provided to the public in accordance with standard practice of the town.

**State Law reference** – Authority for above section, Code of Virginia, § 15.2-928.

**Sec. 8-26. – Certain yard waste not collected**

- (a) Rocks and hardscape materials, large stumps, any stumps containing rocks and dirt, dirt, sod, plastic bags, grass clippings, and food waste shall not be collected by the Town.
- (b) Yard waste placed for collection containing unacceptable yard waste shall be tagged and left in place.
- (c) Other materials prohibited from collection may be established in accordance with provisions of this chapter and policies established by the council and procedures established by the town manager.
- (d) **Violations of this chapter**

Secs. 8-27—8-35. - Reserved.

### ARTICLE III. - COLLECTION BY OTHERS

#### Sec. 8-36. – Collection provided by others

- (a) Owners or tenants of properties that do not receive collection services provided by the town shall be responsible for waste removal in a manner consistent with law.
- (b) Areas in which solid waste is stored shall be keep clean and sanitary at all times. Solid waste shall be completely contained within dumpsters or containers and protected against dispersal by animals and wind. Dumpsters shall be located in enclosures that comply with this chapter and policies adopted in accordance with this chapter. At commercial/business/institutional occupancies where more than two (2) containers are used to store waste for collection, all containers must be stored in an enclosure that complies with this chapter and the polices adopted in accordance with this chapter.
- (c) Solid waste and garbage and refuse must be removed at intervals necessary to prevent a condition that might endanger the health of residents of the town or constitute a nuisance.
- (d) It shall be unlawful for any individual, business or corporation to collect or have collected, waste between the hours of 10:00 p.m. and 7:00 a.m. except in industrially zoned areas of town.
- (e) Collectors must adhere to all federal, state, and local regulations relating to collection, transportation, and disposal of solid waste.
- (f) No container placed out for collection may be set out more than twenty-four (24) hours before the established collection time. Empty containers must be removed from the property's street frontage on the same day of collection.

Secs. 8-37—8-45. - Reserved.

An Ordinance Adopting a Garbage  
and Refuse, Recyclables, and Yard Waste Policy

BE IT ORDAINED, by the Council of the Town of Berryville, in accordance with Section 8-3 of the Berryville Code, that the Council hereby adopts the attached Garbage and Refuse, Recyclables, and Yard Waste Policy; with said policy becoming effective on \_\_\_\_\_.

BE IT FURTHER ORDAINED, by the Council that it hereby authorizes the Town Manager to make amendments to the Garbage and Refuse, Recyclables, and Yard Waste Policy; provided that such amendments are submitted to the Council within fifteen (15) days of issuance and that the Council will then either adopt, adopt as amended, or reject said amendments within sixty (60) days of issuance by the Town Manager. Amendments not adopted or adopted as amended within sixty (60) days of issuance by the Town Manger shall be deemed rejected and shall cease to be in effect.

VOTE:

Aye:

Nay:

Abstain:

Absent:

Signed:

\_\_\_\_\_  
Patricia Dickinson, Mayor

Date:

\_\_\_\_\_

ATTEST:

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

Date:

\_\_\_\_\_

**Town of Berryville**  
**Garbage and Refuse, Recyclables, and Yard Waste Policy**  
**Version 1/27/20**

**Purpose:**

The proper management of solid waste within a community is vital to protecting public health. Accordingly, this policy is established to provide specific waste management requirements that supplement provisions of the Berryville Code (and other applicable laws and regulations) in order to ensure that solid waste is prepared, collected, handled, stored, and transported in an efficient manner that protects public health and the environment.

**Policy:**

This policy, which is adopted in accordance with provisions of Chapter 8 of the Berryville Code, supplements the Code in order to clearly establish and enumerate the means by which solid waste must be managed within the Town.

This policy contains several appendices that address various aspects of solid waste management within the Town. Those appendices are:

- Appendix 1: Garbage and Refuse, Recyclables, and Yard Waste Preparation and Placement for Collection by the Town.
- Appendix 2: Issuance of Toters and Bins
- Appendix 3: Dumpsters, Dumpster Enclosures, and Toter/Container Enclosures
- Appendix 4: Collection Times and Routes  
This appendix contains the Town Manager's determination regarding collection times and routes. While incorporated in this policy for convenience, it is important to note that the routes and collection times may be modified at any time as deemed necessary by the Town Manager.

**Procedure:**

This Policy, along with provisions of the Virginia and Berryville Codes, rules and regulations of the Fredrick County Regional Landfill, provisions of the Town's contracts with waste collection contractors, and procedures approved by the Town Manager constitute the Town's solid waste management requirements.

All solid waste within the Town shall be managed in accordance with the Town's waste management requirements.

The Town Manager is authorized to make necessary determinations where there is conflict between or confusion in the Town's solid waste requirements.

Adopted by Berryville Town Council on \_\_\_\_\_.

## Garbage and Refuse, Recyclables, and Yard Waste Policy

### Appendix 1

#### Garbage and Refuse, Recyclables, and Yard Waste Preparation and Placement for Collection by Town Version 1/27/20

##### I. Garbage and refuse

###### A. *Garbage and refuse accepted for collection (Residential/Household and Commercial/Business/Institutional (as authorized in accordance with Section 8-16 of the Berryville Code))*

As a part of its garbage and refuse curbside collection program, the Town or its contractors will collect garbage and refuse as defined in Chapter 8 of the Berryville Code and which is accepted by the Fredrick County, Virginia sanitary landfill.

Accepted items include residential **and commercial/business/institutional (when applicable)** garbage and refuse such as paper, cartons, debris, food packaging, clothing, and waste resulting from the handling, preparation, cooking, serving, or consumption of food

###### B. *Garbage and refuse not collected*

Neither the Town nor its contractors will collect solid waste identified as uncollectable in Section 8-22 of the Berryville Code or any waste which is prohibited from being disposed of in the Fredrick County, Virginia sanitary landfill.

Items that will not be collected include: hazardous waste, construction debris, industrial waste, yard waste, solid waste generated or collected outside of the corporate limits, livestock or fowl excrement, and ashes containing active coals.

###### C. *Preparation and placement for collection – garbage and refuse (excluding bulk refuse and appliances).*

1. All garbage and refuse to be collected by the town shall be placed in securely closed disposable plastic bags and placed in a toter provided by the Town or its contractor in accordance with provisions of the Berryville Code and this Policy.
2. Garbage and refuse shall be placed inside the toter in such a manner that allows for the integrated lid to completely close.
3. All toters containing materials for collection by the town shall be set out not later than 7:00 a.m. on collection days. No toters may be set out for collection more than

twenty-four (24) hours before the established collection time and empty totes shall be removed on the same day of collection.

4. Toters set out for collection shall be placed in front of the occupancy near the edge of pavement, edge of road, or in a location approved by the town manager to enable the automatic arm of the collection vehicle to pick up the toter. No collector shall enter any building for removal of garbage and refuse.

*D. Preparation and placement for collection – bulk refuse (Residential/Household only)*

1. Party desiring the bulk refuse to be collected (requestor) must contact the Berryville Business Office to schedule a collection. The Business Office is to be provided with the requester's name, address, contact information, and a description of the items to be collected.
2. If the Town Business Office staff determines that the items described are acceptable for bulk collection, then a collection date is communicated to the requester.
3. Requester must place items to be collected on their property at a point close to the fronting street right-of-way or other location as directed by the Town.
4. Items may not be placed out for collection more than 24 hours before scheduled collection.
5. No items placed out for collection may be placed on streets, sidewalks, or on the property of others, in storm drainage ditches, or in front of fire hydrants.
6. Any items deemed unacceptable for collection will be left by collectors and must be removed or collected by the requestor within 24 hours of the determination that they would not be collected.

*E. Preparation and placement for collection – appliances (Residential/Household only)*

1. Party desiring appliance collection (requester) must purchase an appliance collection sticker from the Town Business Office.
2. Requester must provide the Town Business Office with requester's name, address, contact information and a description of the appliance to be collected and schedule a collection date.
3. Requester must affix the collection sticker to the appliance to be collected and place it on their property at a point close to the fronting street right-of-way or other location as directed by the Town.
4. Appliances must be empty, may not be placed out for collection more than 24 hours before scheduled collection, and must be secured as required by law to prevent injury or entrapment.
5. No appliances placed out for collection may be placed on streets, sidewalks, or on the property of others, in storm drainage ditches, or in front of fire hydrants.
6. Any items deemed unacceptable for collection will be left by collectors and must be removed or collected by the requestor within 24 hours of the determination that they would not be collected.

7. All appliances with an interior storage area of more than two cubic feet must be prepared and secured in accordance with Section 13-31 of the Berryville Code.

II. Recyclables

A. *Recyclables accepted for collection*

As a part of its recyclables curbside collection program, the Town or its contractors will collect recyclables as determined in the contract between the Town and its collection contractor.

Accepted items include such as newspaper, envelopes, phone books, magazines, file folders poster board, cardboard boxes, plastics #1 - #7, aluminum cans, and steel cans. All items must be empty, clean, and dry.

B. *Recyclables not collected*

Neither the Town nor its contractors will collect contaminated recyclables, batteries, sheet plastic, plastic bags, bubble wrap, Christmas lights, coat hangers, Styrofoam, rubber balls, diapers, electrical cords, food waste, food wrap, garden hose, syringes, razor blades, tires, sports equipment, stuffed animals, waxed cartons, wood/yard waste, light bulbs or tubes, computers or electronics, toxic material containers, oil or enamel based paint, or any solid waste restricted from collection as a part of any other part of its waste collection program.

C. Preparation and placement for collection— Recyclable materials (except cardboard)

1. Recyclables to be collected by the town shall be placed in a bin provided by the town or its contractor in accordance with provisions of the Berryville Code and this Policy. All liquids shall be drained from the item prior to placement in the container.
2. All items placed in the bin shall be done in a manner to prevent escape as a result of wind and weather conditions.
3. All bins containing materials for collection by the town shall be set out not later than 7:00 a.m. on collection days. No bins may be set out for collection more than twenty-four (24) hours before the established collection time and empty bins shall be removed on the same day of collection.
4. Bins set out for collection shall be placed near the edge of pavement, edge of road, or in a location approved by the town manager to enable the automatic arm of the collection vehicle to pick up the toter. No collector shall enter any building for removal of recyclable materials.

D. Preparation and placement for collection - Recyclable materials - Cardboard

1. Cardboard containers to be collected by the town or its contractor for recycling, need not be placed in containers but will be collected if flattened and securely tied in compact bundles that can be handled by one collector. No such bundle shall exceed four (4) feet in length and fifty (50) pounds in weight.
2. Bundles shall be placed beside bins. No collector shall enter any building for removal of cardboard.
3. No cardboard may be set out for collection more than twenty-four (24) hours before the established collection time

### III. Yard waste

#### A. Yard waste accepted for collection

As a part of its yard waste curbside collection program, the Town or its contractors will collect yard waste generated by the owner or occupant of properties within Town.

Accepted items include: small tree branches, small stumps free of dirt and rocks, shrubbery, and brush.

#### B. Yard waste not collected

Neither the Town nor its contractors will collect rocks and hardscape materials, large stumps, any stumps containing rocks or dirt, dirt, sod, plastic bags, grass clippings or food waste.

#### C. Preparation and placement for collection- Yard waste

1. Small tree branches, shrubbery, and brush to be collected by the town shall be securely tied in compact bundles that can be handled by one collector. No such bundle shall exceed four (4) feet in length, twelve (12) inches in diameter and fifty (50) pounds in weight. Large branches to be collected shall not exceed four (4) feet in length, six (6) inches in diameter and fifty (50) pounds in weight. Bundles and large branches to be collected by the town shall be placed near the edge of pavement, or edge of road, or in a location approved by the town manger so they can be easily reached by the collectors. No bundles placed out for collection may be placed on streets, sidewalks, or on the property of others, in storm drainage ditches, or in front of fire hydrants.

2. Leaves to be collected by the town during the annual leaf collection period shall be piled adjacent to street curbs, but shall not cover any portion of a sidewalk, gutter pan, street side ditch, drainage improvement, or fire hydrant. Leaf piles shall contain no rocks or other items that might damage the leaf collection equipment. During the annual leaf collection period leaves will be collected by the town in accordance with standards and a schedule approved by the town manager and posted on the town website.

3. Loose yard waste, including leaves, to be collected by the town shall be placed in paper bags and placed near the edge of pavement, edge of road, or in a location approved by the town manager, so they can be reached easily by the collectors. No such bag may exceed fifty (50) pounds in weight. All paper bags containing loose yard waste for collection by the town shall be set out not later than 7:00 a.m. on collection days. No such bags may be set out for collection more than forty-eight (48) hours before the established collection time. No bags placed out for collection may be placed on streets, sidewalks, or on the property of others, in storm drainage ditches, or in front of fire hydrants.
4. No single collection for any parcel, excluding leaves to be collected by leaf vacuum during the annual leaf collection period, may exceed one hundred (100) pounds.
5. The town manager may suspend or modify yard waste preparation requirements and collection limits if he determines such a suspension or modification necessary; provided that, the determination is made in writing, is reported to the council within fifteen (15) days of the determination, and no single such determination suspends or modifies requirements for more than ninety (90) days.

DRAFT

## Garbage and Refuse, Recyclables, and Yard Waste Policy

### Appendix 2 Issuance of Toters and Bins Version 1/27/20

RESERVED

The staff was asked to consider some initial limitations on the number of toters that occupancies (particularly commercial/business) may have. This limitation would address some of the more problematic concentrations of toters until the Council makes determinations on the boundaries of a special service area and the maximum number of toters that will be issued to classes of occupancies in the Town.

In accordance with that direction, staff proposes that the Committee consider limiting commercial/business occupancies currently receiving collection services to no more than 5 toters.

DRAFT

## Garbage and Refuse, Recyclables, and Yard Waste Policy

### Appendix 3

#### Dumpsters, Dumpster Enclosures, and Toter/Container Enclosures

Draft 1/27/20

##### I. Permit to locate dumpster - generally

- A. No dumpster may be located, either temporarily or permanently, in the town without an approved zoning permit.
- B. Applications to locate dumpsters, along with any application fees, shall be submitted to the Zoning Administrator.
- C. The Zoning Administrator will review applications for compliance with the Berryville Code, Berryville Zoning Ordinance, and this Policy and will issue zoning permits when all requirements are met.

##### II. Temporary placement or location of dumpsters:

- A. Placement of a dumpster shall be deemed temporary if said placement does not exceed 180 days.
- B. Within street right-of-way (Town) – Zoning Administrator may condition approval on provision of safety measures deemed necessary, proof of insurance, and maximum time dumpster may remain on right-of-way. No dumpster may be located in the public right-of-way within the Special Flood Hazard Area as identified on the Flood Insurance Rate Map.
- C. Within street right-of-way (VDOT) – Zoning Administrator may condition approval on VDOT approval, provision of safety measures deemed necessary, proof of insurance, and maximum time dumpster may remain on right-of-way. No dumpster may be located in the public right-of-way within the Special Flood Hazard Area as identified on the Flood Insurance Rate Map.
- D. On private property or public property not within street rights-of-way – Zoning Administrator may condition approval on provision of safety measures deemed necessary and maximum time dumpster may remain on property. No dumpster may be located within the Special Flood Hazard Area as identified on the Flood Insurance Rate Map unless the Zoning Administrator determines that necessary steps will be taken to secure the dumpster in a manner that will prevent it from becoming a hazard during a flood event.

##### III. Permanent placement or location of dumpsters (in excess of 180 days):

- A. Placement of a dumpster shall be deemed permanent if said placement exceeds 180 days in any calendar year.

- B. Within street right-of-way (Town) - No dumpster may be placed or located in a street right-of-way for a period exceeding 180 days. The exact period of time such a dumpster may be located may be limited by the Zoning Administrator as a condition of a zoning permit.
- C. Within street right-of-way (VDOT) – No dumpster may be placed or located in a street right-of-way for a period exceeding 180 days. The exact period of time such a dumpster may be located may be limited by the Zoning Administrator as a condition of a zoning permit.
- D. On private property or public property not within street rights-of-way – Zoning Administrator will condition approval upon siting and construction of any required screening or enclosure. No dumpster may be sited in such a way that the collection of solid waste or recyclable materials will impede pedestrian or vehicular traffic on public rights-of-way or otherwise create a safety hazard. No dumpster may be located within the Floodway portion of the Special Flood Hazard Area as identified on the Flood Insurance Rate Map unless the Zoning Administrator determines that necessary steps will be taken to secure the dumpster in a manner that will prevent it from becoming a hazard during a flood event. The exact period of time such a dumpster may be located may be limited by the Zoning Administrator as a condition of a zoning permit.

IV. Maintenance of dumpsters, dumpster pads, dumpster enclosures, and surrounding area

- A. All dumpsters, and the immediate area around them, shall be kept clean and sanitary at all times.
- B. Solid waste shall be completely contained within such container, all doors of the unit shall be kept closed, and all drain plugs shall be tightly secured.
- C. Solid waste shall be removed at intervals necessary to prevent a condition that might endanger the health of residents of the Town or constitute a nuisance.

V. Dumpster enclosure minimum standards

- A. Dumpster enclosures erected and maintained within the Town shall meet the following minimum standards:

- 1. Properties Zoned and Used for Residential, Commercial, or Institutional Use

- a. *Slab*

4" inch concrete pad with wire mesh installed on a 4" course of compacted 21B stone (minimum standard – may be exceeded)

- b. *Walls*

Enclosure walls must consist of opaque wood fence (either solid or board of board) or masonry walls six feet in height with two openings: one large enough to permit siting and servicing the dumpster or dumpsters and the other pedestrian entrance.

*c. Gates*

The two enclosure wall openings must be screened by gates which are also opaque and can be securely closed when not in use.

*d. Protective bollards*

Protective bollards at least 3 feet in height must be installed on the front (side of large opening for servicing dumpsters) corners of the enclosure.

2: Properties Zoned for Business or Industrial Use

*a. Slab*

4" inch concrete pad with wire mesh installed on a 4" course of compacted 21B stone (minimum standard may be exceeded)

*b. Walls*

Enclosure walls must consist of chain link fence with opaque slats, opaque wood fence (either solid or board of board) or masonry walls six feet \* in height with two openings: one large enough to permit siting and servicing the dumpster or dumpsters and the other pedestrian entrance.

\* Administrative Body or Zoning Administrator may require fence or wall in excess of six feet but no greater than fourteen feet.

*c. Gates*

The two enclosure wall openings must be screened by gates which are also opaque and can be securely closed when not in use.

*d. Protective bollards*

Protective bollards at least 3 feet in height must be installed on the front (side of large opening for servicing dumpsters) corners of the enclosure.

VI. Permit to construct a toter/container enclosure:

- A. No toter/container enclosure required in accordance with Chapter 8 of the Berryville Code may be constructed without an approved zoning permit.
- B. Applications to construct such enclosures, along with any application fees, shall be submitted to the Zoning Administrator.
- C. The Zoning Administrator will review applications for compliance with the Berryville Code, Berryville Zoning Ordinance, and this Policy and will issue zoning permits when all requirements are met.

VII. Maintenance of toter/container enclosures:

- A. Toter/container enclosures shall be kept clean and sanitary at all time
- B. Toters, containers, and all waste shall be completely contained within the enclosure and all gates shall be kept closed.
- C. Solid waste shall be removed at intervals necessary to prevent a condition that might endanger the health of the residents of the Town or constitute a nuisance.

VIII. Toter/container enclosure minimum standards

- A. Toter/container enclosures erected and maintained within the Town shall meet the following minimum standards:
  - a. Base or slab

The base or slab may be constructed of compacted stone, concrete, asphalt, or treated lumber.

- b. Walls

Enclosure walls must consist of opaque wood fence (either solid or board on board) or masonry walls with a minimum height of 40 inches and a maximum height of 55 inches, with a gated opening sufficiently sized to service the containers.

**Garbage and Refuse, Recyclables, and Yard Waste Policy**

**Appendix 4  
Collection Times and Routes  
Version 1/27/20**

In accordance with Section 8-17 of the Berryville Code, the Town Manager shall establish collection times and routes for garbage and refuse and recyclables. The established collection times and routes are attached.

DRAFT

**Establishment of Collection Routes and Times**  
**Draft 1/27/20**

Garbage and Refuse

Curbside collection of residential garbage and refuse, as defined and permitted in Chapter 8 of the Berryville Code and the Garbage and Refuse, Recyclables, and Yard Waste Policy, will occur on the following schedule as conditions permit:

- Areas east of Buckmarsh Street (including the east side of Buckmarsh Street) will be collected on Thursdays.
- Areas west of Buckmarsh Street (including the west side of Buckmarsh Street) will be collected on Fridays.

Curbside collection of commercial garbage and refuse, as defined and permitted in Chapter 8 of the Berryville Code and the Garbage and Refuse, Recyclables, and Yard Waste Policy, will occur on the following schedule as conditions permit:

- Customers receiving once per week collection will have their waste collected on Fridays
- Customers receiving twice per week collection will have their waste collected on Tuesdays and Fridays.

Recyclables

Curbside collection of recyclables, as defined and permitted in Chapter 8 of the Berryville Code and the Garbage and Refuse, Recyclables, and Yard Waste Policy, will occur on the following schedule as conditions permit:

- Areas east of Buckmarsh Street (including the east side of Buckmarsh Street) will be collected on Thursdays.
- Areas west of Buckmarsh Street (including the west side of Buckmarsh Street) will be collected on Fridays.

Bulk Refuse and Appliances

Collection of bulk refuse and appliances as defined and permitted in Chapter 8 of the Berryville Code and the Garbage and Refuse, Recyclables, and Yard Waste Policy, will occur on the following schedule as conditions permit:

- Collection will occur on Wednesdays

Yard Waste

Collection of yard waste, as defined and permitted in Chapter 8 of the Berryville Code and the Garbage and Refuse, Recyclables, and Yard Waste Policy, will occur on the following schedule as conditions permit:

- Collection will occur on Mondays

The Town reserves the right to modify routes and collection times at any time. Routes and collection times may be modified because of inclement weather, holidays, mechanical failures, or other reasons deemed appropriate by the Town Manager or designee.

Approved:

\_\_\_\_\_  
Keith R. Dalton, Town Manager

\_\_\_\_\_  
Date

# ZONING ORDINANCE AMENDMENTS

Terms to be added to

Section 102

**Can, toter, cart, bin enclosure** -- An opaque enclosure, used to screen trash cans, toters, bins, carts and the like, which conforms to the specifications and standards established by the Council, in which trash cans and the like are placed.

**Dumpster** - Any container having a capacity in excess of one hundred (100) gallons designed to contain solid waste, refuse, and garbage, or recyclable materials and which is emptied by mechanical means. A "Permanent Dumpster" is defined as a dumpster that will be in place for more than 180 days in a year. A "Temporary Dumpster" is defined as a dumpster that will be in place for 180 days or less in a year.

**Dumpster enclosure** -- An opaque enclosure, which conforms to specifications and standards established by the Council, in which a dumpster is placed.

Definitions**SECTION 102 - SPECIFIC TERMS**

**access** - A public or private right-of-way providing the ability to enter, approach, or pass to and from one area to another area.

5/00 **accessory building** - A building subordinate to, and located on the same lot with a main building, the use of which is clearly incidental to that of the main building or to the use of the land, and which is not attached by any part of a common wall or roof to the main building. One accessory building of 150 square feet or less may be erected on a lot without the existence of a main building on the lot.

**accessory use** - A use of a building, lot, or portion thereof, which is customarily incidental and subordinate to the principal use of the main building or the lot.

2/90 **active community open space** - That open space within the boundaries of a given lot that is so designed for recreational purposes to include--but not be limited to--such uses as ball fields, tennis, shuffleboard, or multi-purpose courts, swimming pools, golf courses, play lots or playgrounds, and walking, bicycle, or bridle trails.

**Administrator, The** - The official charged with the administration and enforcement of the Zoning Ordinance.

**alley** - A public right-of-way which affords pedestrian access and a secondary means of vehicular access to the side or rear of property.

**all-weather surface** - Crushed rock, gravel, or similar surface shall constitute an all-weather surface.

**amendment** - A change in the Zoning Ordinance and/or Zoning Map granted by the Town Council after review and comment by the Town Planning Commission.

**apartment house** - A multi-family structure originally intended, arranged, or designed to be occupied by three (3) or more families each in an individual dwelling unit and living independently of each other. The number of families in permanent residence shall not exceed the number of dwelling units provided. Entranceways through the structure to the units may be either common or separate and each lot on which the building is located shall be held in single ownership, even though individual units may be sold in accordance with this Ordinance. Such term shall not include "row house" or "townhouse."

**architect, registered** - A licensed professional architect, registered in the Commonwealth of Virginia by the Department of Professional and Occupational Registration as an "Architect."

6/98 **assembly** - The fitting together of parts or components to form a complete unit. Where permitted in the C General Business District the assembly area, exclusive of storage, office, and shipping space, does not exceed 1,000 square feet. In the C District the

Definitions

business is not characterized by heavy trucking other than by stocking and delivery of components and finished products or by any nuisance factors other than occasioned by incidental light. Noise levels will not exceed those normally associated with the C General Business District and no noxious chemicals are produced or used during the assembly process.

11/10 **assisted living facility** -- a residential facility in which no more than eight individuals with mental illness, mental retardation, or developmental disabilities reside, with one or more resident counselors or other staff persons, as residential occupancy by a single family.

3/03 **auction house** -- an establishment, excluding community centers and publicly owned property, used for the sale of property, other than livestock, to bidders by an auctioneer. No outside storage of materials is permitted. Outside auction activities and display shall only occur in areas so designated on an approved site plan. Auction activities shall not begin prior to 8:00a.m. and shall not continue past 10:00p.m.

**automobile graveyard** - See junkyard.

**automobile parking lot, commercial** - A lot or portion thereof, other than an automobile sales lot, held out or used for the storage or parking of six or more motor vehicles for a consideration, where service or repair facilities are not permitted. Such parking lot shall not be considered an accessory use; nor shall it be used for the storage of dismantled or wrecked motor vehicles, parts thereof, or junk.

**automobile sales lots** - A lot arranged, designed, or used for the storage and display for sale of any new or used motor vehicle capable of independent operation or any type of travel trailer and recreation vehicle provided the travel trailer and recreation vehicle is unoccupied, and where repair work is done wholly enclosed within a building.

**automobile service station** - Any place of business with pumps and underground storage tanks, having as its purpose the servicing, at retail, of motor vehicles, but not including a paint or body shop, machine shop, or vulcanizing shop.

**automobile wrecking yard** - An area where destroyed, abandoned, and obsolete automobiles are disassembled and where parts of said disassembled automobiles are generally sold, and where the remaining automobile bodies and their components are temporarily stored until they can be removed or reduced to scrap metal.

**basement** - A story partly underground and having fifty percent (50%) or more of the total exterior wall area exposed. It shall not be occupied for residential purposes until the remainder of the building has been completed. A basement shall be counted as a story for the purpose of height requirements.

Definitions

10/02 **bed and breakfast establishment** - A home occupation consisting of rooms maintained for the purpose of providing overnight sleeping accommodations and breakfast for paying guests, and subject to the following:

- (1) A maximum of five (5) guest rooms, with a maximum occupancy of six (6) persons;
- (2) No receptions, private parties, or similar events for a fee shall be permitted;
- (3) Guest stays shall be limited to thirty (30) days;
- (4) Applicable provisions and requirements of the Unified Statewide Building Code and the Virginia Department of Health shall be satisfied;
- (5) Adequate on-site or off-site parking shall be provided so as not to interfere with or result in inconvenience to surrounding residences;
- (6) All other provisions pertaining to home occupations shall be satisfied.

**block** - The property bound on all sides by one side of a street or a combination of street line, railroad right-of-way, unsubdivided land, river, live stream, stream bed, or any other barrier to the continuity of development.

**Board, The** - The Board of Zoning Appeals of the Town of Berryville, Virginia.

**boarding house** - A building where, for compensation, lodging and meals are provided for at least three (3) and not more than thirteen (13) persons. A boarding house is to be distinguished from a hotel. No provisions shall be made for cooking in individual rooms or suites.

**building** - A structure having a roof, supported by columns or by walls and intended for shelter, housing, or enclosure of any person, animal, or chattel.

*Debra J. CAN 2/10/2019*  
**Building Inspector** - An official designated by the Town of Berryville, Virginia, to be responsible for certifying building inspections.

**building, main** - A building in which the principal use of the lot is conducted.

5/95 **canopy, service station** - A structure covering gasoline pumps and pumping areas, either detached from or attached to a building. Service station canopies shall be set back at least five (5) feet from any property line in the C Commercial District, and at least ten (10) feet from any property line in all other zoning districts.

**cellar** - A portion of a building having less than fifty percent (50%) of the total exterior wall area exposed. All portions of the total exterior wall area exposed shall be counted for the purpose of height requirements, but shall not be considered a story.

**cemetery** - A place of burial of the human dead, or remains of the human dead.

**clinic** - An establishment where human patients who are not lodged overnight are admitted for examination or treatment by physicians or dentists.

Definitions

Commission, The - See Planning Commission.

convalescent home - See nursing home.

5/16 convenience store - A retail business with primary emphasis placed on providing the public a convenient location to quickly purchase from an array of consumable products including food, gasoline, and other convenience items. A convenience store may include prepared food and consumption of prepared food on site. A drive-through facility may also be included.

6/09 country inn - An establishment offering for compensation to the public not more than 12 guestrooms for transitory lodging or sleeping accommodations of not more than 14 days of continuous occupancy. As accessory uses to a Country Inn, meal services and/or permanent places of public assembly may be provided. The total maximum capacity of areas used for meal service and/or places of public assembly for special events shall be 500 people without additional permitting provided that areas to be used for this purpose, including food service and parking, are provided for on an approved site plan on the site on which the inn is located.

coverage, building or lot - Percentage of the total lot area which may be occupied by all buildings, or located under projections from buildings. Parking areas or patios constructed at ground level shall not be included in the calculation of coverage.

3/18 craft beverage manufacturing - A facility, licensed in accordance with §4.1 of the Code of Virginia, as amended, in which beer, wine, cider, mead, distilled spirits, or other similar beverages are brewed, fermented, or distilled in quantities not to exceed 10,000 barrels of beer, or 10,000 gallons of distilled spirits, wine, cider, or mead annually. Accessory uses shall include tasting rooms at which the consumption of beer or distilled spirits manufactured on-site occurs, accessory food sales occur, and beer and/or distilled spirits manufactured on-site are sold. Tasting rooms shall not exceed 49% of the gross floor area. Retail sales permitted as an accessory use in the L-1 Industrial Zoning District shall be limited to 10% of the gross floor area of the establishment. Parking shall be provided in accordance with the requirements for manufacturing as set forth in Section 305.19 and 305.17 of the Berryville Zoning Ordinance based on square footage of manufacturing and eating establishment use, respectively. Storage of materials used in the production process shall only be permitted within a completely enclosed structure. All other outdoor storage shall be identified on an approved Site Plan and be completely screened from public view.

curb cut - The point at which a driveway or private access road intersects a public right-of-way.

day care center - A day care program offered to two or more persons in a facility that is not a residence for any family. The persons receiving care may be either children ("child care") or adults ("elder care" or "adult care"). Such centers must be licensed, when required by the Commonwealth of Virginia.

Definitions

**density** - The number of dwelling units permitted on one acre of land as specified herein.

**development** - The process of erecting, or causing to be erected, buildings or structures on a lot.

**district** - A portion of the Town of Berryville within which, on a uniform basis, only certain uses of land and buildings are permitted as set forth in this Ordinance, and within which certain lot areas and other uniform requirements are established.

5/13 **donation drop-off box** - Any container, storage unit, or unoccupied structure, used for the holding of donated items by the general public, including but not limited to clothing, toys, and books, with the collection of donated items made at a later date or time. This term shall not include recycling collection centers.

**driveway** - A space or area providing access specifically designated and reserved on a lot for the movement of vehicles from one lot to another or from a lot to a public street.

**duplex** - A two-family residential structure, with each unit having its own exterior entrance and its own kitchen and bath facilities; the residential units may be arranged one above the other, or be semi-detached.

**dwelling** - A building or portion thereof which is used or intended to be used exclusively for residential purposes and contains one or more dwelling units. A dwelling shall be constructed in accordance with the Clarke County Building Code.

**dwelling, attached** - A dwelling having any portion of each of two walls in common with adjoining dwellings.

**dwelling, detached** - A dwelling that is entirely freestanding on the same lot.

**dwelling, multi-family** - A structure originally arranged or designed to be composed of three or more dwelling units (an apartment house), with the number of families in residence not exceeding the number of dwelling units provided.

**dwelling, semi-detached** - One of two buildings, arranged or designed as dwellings, located on abutting walls without openings and with each building having a separate lot.

11/10 **dwelling, single-family** - A residential dwelling unit other than a mobile home, designed for and occupied by one family. This term shall include group homes, family day homes or assisted living facility (as defined in § 15.2-2291 Code of Virginia, 1950, as amended).

**dwelling, temporary** - A portable dwelling not necessarily attached to a permanent foundation. These units shall be used only as specified herein.

**dwelling, two-family** - A residential building containing not more than two dwelling units within the single building, with such units arranged one above the other or side by side, and such structure designed for occupancy by not more than two families.

Definitions

09/06 dwelling unit - One room, or rooms connected together, constituting a separate independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities, and containing not less than 600 square feet of residential floor area. Notwithstanding any other provisions of this Ordinance, not more than one person for each 200 square feet of heated area may live in any dwelling unit. Each dwelling unit shall be constructed in accordance with the requirements of the Uniform Statewide Building Code.

Dwelling Unit Definitions:

modular unit - A factory-fabricated transportable building designed to be used by itself or to be incorporated with similar units at a building site and containing independent cooking and sleeping facilities, and containing not less than 600 square feet of residential floor area. The term is intended to apply to major assemblies, and does not include prefabricated panels, trusses, plumbing trees, and other prefabricated sub-elements incorporated into a structure. Such units shall meet the requirements of the Uniform Statewide Building Code.

sectional home - A dwelling made of two or more modular units transported to the home site, put on a foundation, and joined to make a single dwelling. This type of unit is included in the definition of "dwelling unit." Such units shall meet the requirements of the Uniform Statewide Building Code.

easement - A grant by a property owner of the use of his land by another party for a specific purpose. The initial property owner in the agreement may be compensated for the use of this property.

engineer, registered - A licensed Professional Engineer, registered in the Commonwealth of Virginia by the Department of Professional and Occupational Registration as an "Engineer."

09/06 family - One or more persons related by blood, adoption, or marriage living and cooking together as a single housekeeping unit, and also including foster children and domestic servants. For the purposes of this definition, persons related by blood are natural offspring, siblings, grandchildren, grandparents, parents, aunts, uncles, nieces or nephews. A family may also be a number of persons, not exceeding three, living and cooking together as a single housekeeping unit, though not related by blood, adoption or marriage. See also group home and family day home.

10/94 family day home - A day care program offered in the residence of the provider or the  
12/10 home of any person in care for one through eight (8) persons, exclusive of the provider's own immediate family members and any persons who reside in the home, when at least one person receives care for compensation. The persons receiving care may be either children ("child care") or adults ("elder care" or "adult care"). (continued)

Definitions

As provided in Section 15.1-486.5 of the Code of Virginia, as amended, any family day home serving one through eight (8) persons (as defined above) shall be considered to be for all zoning purposes, residential occupancy by a single family. Such a family day home shall be allowed wherever a family (See definition.) is permitted to occupy a dwelling. No additional permits or conditions may be imposed on such a use.

12/00 fast-food restaurant - Any place or premises used for sale, dispensing, or serving of food, refreshments, or beverages in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshments, or beverages in motor vehicles on the premises; a refreshment stand; a "drive-through" or primarily a "carry-out" establishment. Food may also be eaten inside.

fence - A barrier, usually made of posts and wire, boards, or masonry, intended to prevent escape or intrusion or to make a boundary. Trees, shrubbery, or other foliage does not constitute a fence under this definition.

floodplain - Sections of land, which are subject to periodic flooding and inundation as defined or approved by the Department of Housing and Urban Development.

2/07 Floodplain Definitions:

1. Base Flood/100-Year Flood - A flood that, on the average, is likely to occur once every one hundred (100) years (i.e., that has a one [1] percent chance of occurring each year, although the flood may occur in any year).
2. Base Flood Elevation (BFE) - The Federal Emergency Management Agency designated 100-year water surface elevation.
3. basement - Any area of the building having its floor subgrade (below ground level) on all sides.
4. Board of Zoning Appeals - The board appointed to review appeals made by individuals with regard to decisions of the Zoning Administrator in the interpretation of this Ordinance.
5. development - Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations or storage of equipment or materials.
6. flood fringe - The portion of the floodplain lying on either side of the floodway.
7. floodplain - Any land area susceptible to being inundated by water from any source.
8. floodway - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
9. freeboard - the distance above a designated flood level for purposes of floodplain management.
10. freeboard - the distance above a designated flood level for purposes of floodplain management.
11. historic structure - any structure that is:
  1. listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the

Definitions

- Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
  3. individually listed on a state inventory of historic places in states with historic preservation program which have been approved by the Secretary of the Interior; or
  4. individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either
    - a. by an approved state program as determined by the Secretary of the Interior; or,
    - b. directly by the Secretary of the Interior in states without approved programs.
12. lowest floor - The lowest floor of the lowest enclosed area (including basement).
13. new manufactured/mobile home park or subdivision -  
A manufactured/mobile home park or subdivision, for which the construction of facilities for servicing the lots on which the homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the first floodplain ordinance adopted by the Town of Berryville.
14. recreational vehicle - a vehicle that is:
  - (a) Built on a single chassis;
  - (b) Four hundred (400) square feet or less when measured at the largest horizontal projection;
  - (c) Designed to be self-propelled or permanently towable by a light-duty vehicle; and
  - (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.
15. special floodplain - That area in which base flood elevations are provided but a floodway is not delineated.
16. substantial damage - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.
17. substantial improvement - Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. The term does not, however, include either:
  - (a) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and are the minimum necessary to assure safe living conditions, or

Definitions

- (b) Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."
18. variance - A grant of relief from the terms of this article by the Board of Zoning Appeals of the Town of Berryville.

floor area - The floor area of a building is the sum of the gross horizontal areas of the floors of all buildings on the lot, such area to be measured from the interior faces of exterior walls. Floor area shall include the area of a basement when used for residential, commercial, or industrial purposes but not include a basement or portion of a basement used for storage or housing of mechanical or central heating equipment.

frontage - Lot width at the setback line.

funeral parlor, home, or mortuary - An establishment used for human funeral services, which must include facilities on the premises for embalming and may or may not include facilities for the performance of autopsies, other surgical procedures, or cremation.

- 4/99 furniture and automobile upholstery businesses - Any place of business that provides upholstery installation and repair services on furniture and/or vehicles and retail sales of related materials. All such activities must occur within a completely enclosed structure and no materials associated with the business may be stored outdoors.

garage, communal - A garage used for the storage of vehicles by the occupants of a lot on which such building is located.

garage, private - An accessory building used for the storage of vehicles by the occupants of a lot on which such building is located.

garage, public - An accessory building, portion of a principal building or principal building used only for the storage of four (4) or more vehicles by others than only those occupants of a lot on which such building is located.

garden apartment house - A multi-family dwelling, not exceeding three (3) stories in height, containing three (3) or more separate dwelling units, having either common or separate entrance ways on a lot held in a single ownership having yards in common, but which may also have joint facilities and services. The term "garden apartment house" shall not be constructed to include row house or "town house."

- 7/04 Geotechnical Engineer - a Virginia-Registered Professional Engineer (PE) engaged in the practice of Geotechnical Engineering, or a Virginia-Registered Professional Geologist (PG) who is engaged in the practice of Engineering Geology.

Governing Body - The Town Council of Berryville, Virginia.

- 10/94 group home - A residential facility as defined in Section 15.1-486.3 of the Code of Virginia, as amended. Such a group home shall be allowed wherever a family (See

Definitions

definition.) is permitted to occupy a dwelling. No additional permits or conditions may be imposed on such a use.

**hard surface** - Concrete, "blacktop," and macadam, or a similar surface shall constitute a hard surface.

**Health Official (Officer)** - The Director of the Clarke County Department of Health or his designated deputy, or a representative of the Virginia Department of Health.

**height of building** - The vertical distance from the established grade of the center of the front of the building to the highest point of the roof surface of a flat roof, to the deck line for a mansard roof, to mean height level between the eaves and ridge for hip and gambrel roofs.

6/98 **high-tech (high technology) component systems** - Advanced or sophisticated devices, especially in the fields of electronics and computers.

4/91 **home occupation** - Any activity carried for gain by a resident conducted as an accessory use in the resident's dwelling unit.

4/91; 12/93 **home office** - A home occupation consisting only of an office and meeting the requirements of Section 315.2 shall be a permitted use within any residential dwelling.

2/90 **homeowners' association** - A community association, other than a condominium association that is organized in a residential development wherein individual owners share legal interests and obligations in the management and upkeep of common facilities and open spaces.

**hotel** - A building designed or occupied as the temporary abiding place for fourteen (14) or more individuals who are, for compensation, lodged, with or without meals, and in which no provision is made for cooking in individual rooms or suites.

6/97 **housing for older persons** - Such housing shall be in accord with Virginia Code Section 36-96.7, as amended, and pursuant to said Code Section, means housing 1) provided under any State or Federal program that is specifically designed and operated to assist elderly persons, as defined in the state or federal program; 2) intended for, and solely occupied by, persons sixty-two years of age or older; or 3) intended for, and solely occupied by at least one person fifty-five years of age or older per unit.

The following criteria shall be met in determining whether housing qualify as housing for older persons under Subdivision 3 of this Section:

- (1) The existence of significant facilities and services specifically designed to meet the physical or social needs of older persons, or if the provision of such facilities and services is not practicable, that such housing is necessary to provide important housing opportunities for older persons;

Definitions

- (2) That at least eighty percent of the units are occupied by at least one person fifty-five years of age or older per unit; and
- (3) The publication of, and adherence to, policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty-five years of age or older. In determining the criteria to be met, unoccupied units shall be considered, provided such units are reserved for occupancy by persons who meet the above criteria.

**junkyard** - Any land or building used for the abandonment, storage, keeping, collecting, or bailing of paper, rags, scrap metals, other scrap or discarded materials, or for the abandonment, demolition, dismantling, storage, or salvaging of automobiles or other vehicles not in running conditions, machinery, or parts thereof. The term 'junkyard' shall include the term 'automobile graveyard' as defined in Chapter 304, Acts of 1938, Code of Virginia, as any lot or place which is exposed to the weather upon which more than three (3) motor vehicles of any kind, incapable of being operated, are placed.

7/04 **karst feature** -- karst topography is a landscape created by groundwater dissolving sedimentary rock such as limestone. Features are sinkholes, fissures enlarged by dissolution and caves.

**laundromat** - A building or part thereof where clothes or other household articles are washed or dry-cleaned in self-service machines with a capacity for washing not exceeding twenty-five (25) pounds dry weight and where such washed clothes and articles may also be dried or ironed and no delivery services provided in connection therewith.

**laundry** - A building, or part thereof, other than a laundromat, where clothes and other articles are washed, dried, and ironed or dry-cleaned.

**lot** - A parcel of land occupied or to be occupied by a building and its accessory buildings or by a use and its accessory uses together with such open spaces as required under the provisions of this Ordinance, having at least the minimum area required by this Ordinance for a lot in the zone in which such lot is situated, and having its principal frontage on a street which has been approved by the Town as acceptable into the Town street system.

**lot, corner** - A lot abutting on two or more streets at their intersections.

**lot depth** - The average of the horizontal distances between front and rear line of a lot measured perpendicular to the street line.

**lot, interior** - Any lot other than a corner lot.

**lot of record** - A lot that has been recorded in the office of the Clerk of the Circuit Court.

Definitions

**lot, through (double frontage)** - A lot, other than a corner lot, that has a frontage on two streets.

**lot width** - The horizontal distance between the side lines of a lot measured along the building setback line.

**manufacture and/or manufacturing** - The processing and/or converting of raw, unfinished materials or products, or either of them, into articles or substances of different character, or for use for a different purpose.

**4/00 medical care facilities, licensed** - Skilled nursing facilities and nursing facility care, licensed by the Virginia Department of Health and providing 24-hour medical care to residents.

**· motel** - An establishment consisting of a group of living or sleeping accommodations, each with a bathroom and closet space, located on a single zoning lot, and designed for use by transient automobile tourists; less than 50 percent of the living and sleeping accommodations are occupied or designed for occupancy by persons other than transient automobile tourists.

**1/00 music sales and services** - Any combination of uses including instrument repair, music lessons, recording studios and/or rental of musical instruments and accessories.

**5/03 net developable acre** - The area of a parcel of land excluding the following:

1. land in 100-year floodplains;
2. land within twenty-five (25) feet of the discernible edge of sinkholes;
3. land with slopes in excess of twenty-five (25) percent;
4. Fifty (50) percent of land with slopes between fifteen (15) and twenty-five (25) percent; and
5. land within existing public rights-of-way and easements, and land within private access easements serving other properties.

**non-conforming activity (use)** - The otherwise legal use of a building, structure, or tract of land that does not conform to the use regulations of this Ordinance for the district in which it is located either at the effective date of this Ordinance or as a result of subsequent amendments to the Ordinance.

**non-conforming lot** - An otherwise legally platted lot that does not conform to the minimum area or width requirements of this Ordinance for the district in which it is located either at the effective date of this Ordinance or as a result of subsequent amendments to the Ordinance.

**non-conforming structure** - An otherwise legal building or structure that does not conform with the lot area, yard, height, lot coverage, or other area regulations of this Ordinance, or is designed or intended for a use that does not conform to the use

Definitions

regulations of this Ordinance for the district in which it is located either at the effective date of this Ordinance or as a result of subsequent amendments to the Ordinance.

nursing home (convalescent home, rest home) - A place containing beds for two (2) or more patients, established to render live-in and/or nursing care for chronic or convalescent patients and which is properly licensed by the State, but not including child care homes, or facilities for the care of drug addicts, alcoholics, or other patients requiring extensive and/or intensive care than is normally provided in a general hospital or other specialized hospitals. Such terms shall include group homes serving mentally retarded or other developmentally disabled persons.

open space, usable landscaped - That space on the same zoning lot and contiguous to the principal building or buildings, except as herein noted, which is either landscaped with shrubs, planted with grass, or developed and maintained for recreation purposes, and excludes that portion of the lot which is utilized for off-street parking purposes.

off-street parking area - Space provided for vehicular parking outside the dedicated street right-of-way.

overhang - Any projection, either roof, bay window, or similar cantilevered construction, which extends beyond the foundation of a structure. No such construction shall project into any required yard more than three (3) feet and no such projection shall have a vertical surface whose area is more than twenty-five (25) percent of the area obtained by multiplying the mean height of the structure by the length of the structure along the yard which is violated.

2/90 overlay zones - Districts that are delineated on the Zoning Map and for which requirements--in addition to those of an underlying district--are imposed as specified in the Zoning Ordinance.

parking space - An area of not less than required by this Ordinance for each automobile or motor vehicle, such space being exclusive of necessary drives, aisles, entrances, or exits, and being fully accessible for the storage or parking of vehicles.

5/06 pharmaceutical center - An establishment in which only pharmaceutical services are provided. Its purpose shall be limited to providing the public and various health professionals with information and articles intended for the use in diagnosis, cure, mitigation, treatment, or prevention of a disease state, including drugs and medical instruments or devices of the type used under the strict supervision of a physician in the treatment of a specific disease entity. No articles shall be displayed for sale, except for those articles directly related to the diagnosis, cure, mitigation, treatment, or prevention of a disease. Articles displayed for sale and product advertisements shall not be visible from outside the building.

2/90 physiographic - Of or relating to natural features of land to include--but not restricted to-- topography, soil-bearing capacities, geological characteristics, and solar siting.

Definitions

planned research offices - An establishment or other facility for carrying on investigation, study, and education in the social sciences, including history, economics, political science, social studies, civics, and related disciplines, operated and maintained as a single entity of a minimum lot area of no less than three (3) contiguous acres containing one or more structures to accommodate the principal use and other uses incidental to the principal use.

Planning Commission - The Planning Commission of the Town of Berryville, Virginia.

5/94 porches (decks) - An open, unenclosed stoop, deck, or paved terrace which may project into a front or rear yard for a distance not exceeding eight (8) feet, and into a side yard for a distance not exceeding five (5) feet, but this shall not be interpreted to include porches or decks which may be enclosed by removable windows, fixed canopies, or screens. A porch or deck or any portion thereof shall not occupy more than 24 square feet of any side yard. A one-story bay window or a chimney may project not more than three (3) feet into any required yard area. A porch or deck shall not be included in the calculation of lot coverage.

6/03 portable freestanding sign - A sign having not more than two (2) faces and not exceeding three (3) feet in width by four (4) feet in height, which is placed on the ground as a stand-alone structure.

professional offices - A structure used by a person or persons, in offering a service which requires specialized knowledge gained by intensive academic preparation such as medicine, law, engineering, dentistry, and other like endeavors.

public utility - Any person, firm, corporation, municipal department, or board duly authorized to furnish and furnishing under federal, state, or municipal regulations to the public, electricity, gas, steam, communications, telegraph, transportation, water, or like utilities.

4/91 quick service store - Any retail establishment offering for sale prepackaged food products, household items, and other goods associated with the same and having a gross floor area of less than 5,000 square feet.

(6/10) recreation, commercial indoor - A sports or activity facility either open to the general public for a fee or for members and their guests, located in an enclosed building or structure designed to accommodate gatherings for athletic, training, recreational purposes, games, martial arts, and the like. Office, retail sales and rentals, food service and other uses commonly established in such facilities and related parking shall be permitted as ancillary uses and shall not occupy more than 5,000 square feet of gross floor area (not including storage) on any one lot and shall not exceed twenty-five (25) percent of total floor area for the site. The areas dedicated to ancillary uses must be indicated on an approved site plan.

Definitions

- 12/00 restaurant - Any building other than a fast-food restaurant in which for compensation, food or beverages are dispensed for consumption on the premises, including, among other establishments, cafes, tea rooms, confectionery shops, and refreshment stands.
- restoration, beginning of - The clearing of debris from an area, use, or structure which has been totally or partially damaged or destroyed.
- resubdivision - A change in a plat of an approved or recorded subdivision or resubdivision if such change (a) affects any street layout shown on such plat; (b) affects any area reserved thereon for the public use; or (c) changes the size of any lot shown thereon, if any lots have been conveyed after the approval or recording of such plat (See subdivision.)
- retail stores and shops - Buildings for display and sale of merchandise at retail or rendering of personal services, but specifically exclusive of coal, wood, oil storage, lumberyards, and contractor storage yards.
- rooming house (lodging house) - A building other than a hotel where lodging is provided for three (3) or more persons for compensation pursuant to previous arrangements but not open to the public or transients.
- 2/90 setback - The minimum distance by which any structure or building must be separated from a right-of-way or property line, or from other structures or buildings.
- 10/00 setback, front - The minimum distance by which any main building must be separated from the front lot line. However, no main building need be set back more than the average setback of the adjacent main buildings on each side. The minimum setback for the respective zone shall be used in the calculation of the average if 1) the adjacent lot is vacant, or 2) the adjacent main building has not been legally constructed (i.e. has not received a variance, or is not considered non-conforming).
- shopping center - Any conglomeration of commercial activities sharing a parcel of land that is held in single ownership and sharing parking facilities.
- sign - Any display of any letter, words, numerals, figures, devices, emblems pictures, or any parts or combinations thereof, by any means whereby the same are made visible for the purpose of making anything known, whether such display be made on, attached to, or as part of a structure, surface, or any other thing.
- sign, area of - The entire area within a circle, triangle, parallelogram, or trapezoid enclosing the extreme limits of writing, reproducing, emblem or any figure or similar character, together with any frame or other material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed, excluding the necessary supports or uprights on which such sign is placed. On double-faced signs, only one (1) display face shall be measured in computing total sign area where sign faces are parallel and are at no point more than two (2) feet from one another.

Definitions

- sign, business** - A sign which directs attention to a business, commodity, service activity, or product sold, conducted or offered upon the premises where such sign is located.
- sign, home occupation** - A sign not exceeding two (2) square feet in area on each side directing attention to a product, commodity, or service available on the premises but which product, commodity, or service is clearly a secondary use of the dwelling.
- sign, identification** - A sign on the premises bearing the name of a subdivision, name of a group housing project, or of a school, college, park, church, or other public or quasi-public facility, or a professional or firm name plate, but bearing information pertaining only to the premises on which such sign is located.
- sign, outdoor advertising** - Any sign of any material and any character whatsoever, which is placed (including erection, construction, posting, painting, printing, tacking, nailing, gluing, sticking, carving, or other fastening, affixing, or making visible in any manner) for outdoor advertising purposes in any way whatsoever.
- sign, temporary** - A sign applying to a seasonal or other brief activity such as, but not limited to, summer camps, horse shows, auctions, or sale of land.
- 2/90 **site plan** - A plan which meets the requirements of site plan regulations adopted by the Town of Berryville, is drawn to scale, and indicates the layout of rights-of-way, structures, utilities, storage facilities, parking areas, access drives, landscaping, etc., in a proposed development.
- Special Use Permit** - A permit granted by Town Council, upon review and recommendation of the Planning Commission for a use permitted by the Council to occupy land and/or erected thereon for a specific purpose not yet permitted by right, but in accordance with standards or conditions and procedures included in this Ordinance or by the Town Council.
- 7/04 **spring** - any spring that is depicted on the most recent version of the Virginia Department of Mineral Resources Publication 102, Plate 2, Hydrogeologic Components of Clarke County, Virginia.
- story** - That portion of a building other than a cellar or mezzanine, included between the surface of any floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it; a mezzanine shall be deemed a full story when it covers more than 33 percent of the area of the story beneath the mezzanine, or if the vertical distance from the floor next below it to the floor next above it is 24 feet or more.
- story, half** - A space under a sloping roof, which has the line of intersection of roof decking and wall face not more than three feet above the top floor level, and in which space not more than two-thirds (2/3) of the floor area is finished off for use.
- 7/04 **stream, intermittent or perennial** - any stream that is depicted as intermittent or perennial on the most recent U.S. Geological Survey 7-1/2 minute topographic quadrangle (scale 1:24,000).

Definitions

street or road - A public thoroughfare, except an alley or driveway, which affords vehicular traffic circulation and principal means of access to abutting property.

street line - The dividing line between a street or road right-of-way and contiguous property.

structural alteration - Any change in the supporting members of a building or structure, such as bearing walls, partitions, columns, beams or girders, or any change in the width or number of exits, or any substantial change in the roof.

structure - See building.

structure, outdoor advertising - Any structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed, including also outdoor advertising statuary.

subdivision - The division of a tract or parcel of land into two (2) or more parts or lots for the purpose, whether immediate or future, of sale, conveyance, or building development expressly excluding development for agricultural purposes, and includes resubdivision. (See resubdivision.)

surveyor, professional - A licensed professional surveyor, registered in the Commonwealth of Virginia by the Department of Professional and Occupational Registration as a "Surveyor." This term shall also include land surveyors.

11/10 temporary family health care structure - A structure that shall be (i) for use by a caregiver in providing care for a mentally or physically impaired person and (ii) on property owned or occupied by the caregiver as his/her residence as a permitted accessory use as established in Section 323 of the Town of Berryville Zoning Ordinance.

theatre, indoor - A building designed and/or used primarily for the commercial exhibition of motion pictures to the general public or used for performance of plays, acts, or dramas by actors and/or actresses.

tourist home - At least three (3) and not more than eight (8) attached dwelling units forming a continuous structure, each unit being separated by unperceivable common or party walls of masonry construction going through the roof of said unit, void of fenestration or means of ingress or egress from the basement through the roof with individual exterior entrances at grade and with not more than four abutting townhouses or dwelling units having the same front yard setback.

*Defn of townhome enclosure*

travel trailer - A vehicular, portable structure built on a chassis, as a temporary dwelling for travel, recreation, and vacation, having body width not exceeding eight (8) feet and being of any length provided its gross weight does not exceed 4,500 pounds or being of any weight provided its body length does not exceed twenty-nine (29) feet.

use - The purpose or activity for which land or buildings thereon are designed or arranged, or for which land or buildings are occupied or maintained, and shall include

### Definitions

any manner of performance of such activity with respect to the performance standards of this Ordinance.

**variance** - A relaxation of the terms of the Zoning Ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the Ordinance will work undue hardship on the property owner; a variance is authorized only for height, area, and size of structure or size of yards and open spaces; establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning division or district or adjoining divisions or districts, nor solely for the economic benefit of the person requesting such variance.

**yard** - An open space of a generally uniform width or depth on the same land with a building or group of buildings, which open space lies between the building or group of buildings or other specified points, and the nearest lot line and is unoccupied and unobstructed from the ground upward except as otherwise provided herein.

**yard, front** - A yard extending across the full width of the lot and lying between the adjacent street right-of-way line and the building setback line. On a corner lot the two yards lying between the main building and the intersecting streets shall be deemed front yards.

**yard, rear** - A yard extending across the full width of the lot and lying between the rear property line of the lot and a line drawn generally parallel to the rear lot line at such distance as may be specified herein for any district.

**yard, side** - A yard between the side lot line and a line drawn generally parallel thereto at such distance as may be specified herein for any district and extending from the setback line to the rear yard line. On a corner lot the side yard adjacent to a street shall extend the full depth of every such lot.

**Zoning Administrator** - See Administrator.

**zoning map** - The Official Zoning Map of the Town of Berryville, Virginia, and all amendments thereto.

**zoning permit** - a permit issued by the Zoning Administrator to the applicant before the applicant may proceed with any work affected by any provisions of this Ordinance, or begin any uses of land and/or structures as permitted by this Ordinance.



Language to be added to

SECTION 204.7

, including dumpster and dumpster enclosure requirements.

Section 204 General Commercial (C) District**SECTION 204 - C GENERAL COMMERCIAL DISTRICT****204 STATEMENT OF INTENT**

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

**204.1 USES PERMITTED BY RIGHT**

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

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

Section 204 General Commercial (C) District

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

204.2 USES PERMITTED BY SPECIAL PERMIT

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

204.3 AREA REGULATIONS

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

204.4 SETBACK REGULATIONS

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

Section 204 General Commercial (C) District**204.5 FRONTAGE AND YARD REGULATIONS**

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

**204.6 HEIGHT REGULATIONS**

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

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

**204.7 SITE PLAN REQUIREMENTS**

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

ADD LANGUAGE



Language to be added to

Section 308.4 g

Section 309.11

Section 310.12

Section 314.7 j

Development plan shall include a sufficient number of privately serviced dumpsters, located in dumpster enclosures, to serve the development's needs.

Section 308 -- Shopping Centers**SECTION 308 -- SHOPPING CENTERS**

- 308 Shopping centers shall be in single ownership or under a guaranteed unified management control. Shopping centers shall consist of harmonious selection of uses and groupings of buildings, service and parking areas, circulation and open space, and shall be subject to the provisions of the Condominium Act of the Commonwealth of Virginia, in addition to the following provisions.
- 308.1 **PERMITTED PRINCIPAL USES:**
- (a) Stores for sale of goods at retail or the performance of customary personal services clearly incidental to retail sales.
  - (b) Business, professional, or banking offices.
  - (c) Restaurants, cafes, or similar places serving food and/or beverages.
  - (d) Parking areas for transient auto vehicles, but not for the storage of new or used motor vehicles for sale.
  - (e) Gasoline service stations.
  - (f) Drive-in establishments, except theaters.
- 308.2 **PERMITTED ACCESSORY USES -- LOCATED ON THE SAME LOT WITH THE PERMITTED PRINCIPAL USE**  
Only the customary accessory uses associated with a commercial district shall be permitted provided they are limited to the same lot as the principal uses.
- 308.3 **AREA AND BULK REGULATIONS**
- (a) Lot size -- The area for development shall be a minimum of three (3) acres.
  - (b) Lot coverage -- thirty (30) percent maximum.
  - (c) Building height -- two (2) stories or thirty-five (35) feet maximum.
  - (d) Front yard -- forty (40) feet minimum. (5/94)
  - (e) Side yards -- forty (40) feet minimum each side. (5/94)
  - (f) Rear yard -- forty (40) feet minimum. (5/94)
- 308.4 **SHOPPING CENTERS: SUPPLEMENTARY REGULATIONS**
- (a) Off-Street Parking and Loading
    1. For shopping centers, there shall be provided one parking space for each two hundred (200) square feet of net floor area for the first ten thousand (10,000) square feet of floor space, plus one space for each additional two hundred fifty (250) square feet, plus additional spaces as required herein for associated offices, theaters, and eating establishments. (4/91)
    2. Parking shall be permitted in the areas for front, side, or rear setbacks up to a point of five (5) feet from any front, side, or rear lot line of the shopping center ten (10) feet with appropriate landscaping and fencing, when adjoining residentially zoned property). All areas shall be suitably paved with permanent hard-surfaced coverings.
    3. Off-street loading spaces shall be provided in accordance with Section 306.

Section 308 -- Shopping Centers

- (b) Access and Traffic Controls  
All means of ingress or egress from the shopping center to any public street or highway shall be located at least two hundred (200) feet from any other intersecting street or streets and shall be designed to conduct traffic in a safe manner. The developer shall be responsible for the purchase and erection of any necessary traffic control devices and the construction of additional acceleration or deceleration lanes or service walks as may be required by the Virginia Department of Transportation or by the Town.
- (c) Interior Circulation  
Interior access ways shall be designed so as to prevent the blocking of vehicles entering or leaving the site. Areas provided for loading or unloading of trucks and/or other vehicles or for servicing of shops for rubbish collection or other services shall be adequate in size and shall be so arranged that they may be used without blocking or interfering with interior circulation and parking facilities.
- (d) Lighting  
Lighting for buildings, signs, access ways, and parking areas shall be so arranged as not to reflect toward public streets or cause annoyance to surrounding property owners or residents.
- (e) Shopping Cart Storage  
Establishments furnishing carts or mobile baskets shall provide definite areas on the site for the storage of said carts. Storage areas shall be clearly marked and designated for the storage of shopping carts and/or mobile baskets.
- (f) Screening  
1. All lot lines abutting residential districts along the side yard or rear yard shall be appropriately screened by fences, walls, or year-round planting and/or other suitable enclosures of a minimum height of four (4) feet and a maximum height of seven (7) feet.  
2. If trees, evergreen hedges, or other types of year-round plants are used, a landscaped area shall be provided at least five (5) feet in width along the entire interior lot lines.
- (g) Storage of Trash and Rubbish  
~~Storage areas for trash and rubbish shall be completely screened and all organic rubbish shall be contained in containers with tightly fitting lids. No such storage area shall be permitted within any required yard space.~~
- (h) Signs  
Signs shall conform to Section 307.5 of this Ordinance.

308.5

**SHOPPING CENTER DEVELOPMENT PLAN REQUIRED**

- (a) Prior to the issuance of a Special Permit, ten (10) copies of a development plan shall be submitted to the Zoning Administrator for review by the Administrator, Planning Commission, and Town Council. Such plan shall comply with the provisions of this Section and Section 314.
- (b) The development plan shall contain the following data, together with supplementary data for a particular development, as deemed necessary by the Planning Commission or Town Council:

Section 308 -- Shopping Centers

1. Title insurance policy or attorney's certificate showing the owner or owners of the subject property, marketable title to the subject property in such owner or owners' name, and the source of applicant's title or instrument in the chain of title for each parcel constituting the tract.
2. Total area of tract.
3. Abutting street names, width, and route numbers.
4. Owners, zoning districts, and uses of each adjoining tract.
5. Topographic map with minimum contour intervals and scale acceptable to the Administrator.
6. Development design information.
7. A concept plan illustrating the locating and functional relationship between all proposed land uses.
8. Land use plan or plans showing: the location and arrangement of all proposed land uses, including the height and number of floors of all buildings both above and below finished grade; the building setbacks and yard areas from the development boundaries and adjacent streets, roads, alleys, and ways; the proposed traffic circulation pattern, including the location and width of all streets, driveways, walkways, and entrances to parking areas; all off-street parking and loading areas; all proposed open space areas, including common open space, dedicated open space, and developed recreational open space; the approximate location of existing and proposed utility systems of sanitary sewer, storm sewer, water, electric, telephone, and gas lines, along with necessary easements.
9. A plan or statement showing the location and design of all screening, and indicating the type and height of such screening.
10. Statements or plans relating to all covenants, restrictions, and conditions pertaining to the use, maintenance, and operation of common spaces, and the percentage of the tract to be used as open space.
11. A statement in tabular form of the anticipated commercial floor area.
12. When the development is to be constructed in stages or units, sequence of development schedule showing the order of construction of each principal functional element of such stages or units, the approximate completion date for each stage or unit, and a cost estimate of all improvements within each stage or unit.
13. A plan or report indicating the extent, timing, and estimated cost of all off-site improvements, such as road, sewer, and drainage facilities necessary to construct the proposed development, which plan or report shall relate to the sequence of development schedule if the development is to be constructed in stages or units.
14. Where required by the Planning Commission, a traffic impact analysis showing the effect of traffic generated by the project on surrounding roads.
15. Where required by the Planning Commission, a fiscal impact analysis listing town revenue generated by the project and town expenditures resulting from the construction of the project.

Section 308 – Shopping Centers**SECTION 308 – SHOPPING CENTERS**

**308** Shopping centers shall be in single ownership or under a guaranteed unified management control. Shopping centers shall consist of harmonious selection of uses and groupings of buildings, service and parking areas, circulation and open space, and shall be subject to the provisions of the Condominium Act of the Commonwealth of Virginia, in addition to the following provisions.

**308.1 PERMITTED PRINCIPAL USES:**

- (a) Stores for sale of goods at retail or the performance of customary personal services clearly incidental to retail sales.
- (b) Business, professional, or banking offices.
- (c) Restaurants, cafes, or similar places serving food and/or beverages.
- (d) Parking areas for transient auto vehicles, but not for the storage of new or used motor vehicles for sale.
- (e) Gasoline service stations.
- (f) Drive-in establishments, except theaters.

**308.2 PERMITTED ACCESSORY USES – LOCATED ON THE SAME LOT WITH THE PERMITTED PRINCIPAL USE**

Only the customary accessory uses associated with a commercial district shall be permitted provided they are limited to the same lot as the principal uses.

**308.3 AREA AND BULK REGULATIONS**

- (a) Lot size – The area for development shall be a minimum of three (3) acres.
- (b) Lot coverage – thirty (30) percent maximum.
- (c) Building height – two (2) stories or thirty-five (35) feet maximum.
- (d) Front yard – forty (40) feet minimum. (5/94)
- (e) Side yards – forty (40) feet minimum each side. (5/94)
- (f) Rear yard – forty (40) feet minimum. (5/94)

**308.4 SHOPPING CENTERS: SUPPLEMENTARY REGULATIONS****(a) Off-Street Parking and Loading**

1. For shopping centers, there shall be provided one parking space for each two hundred (200) square feet of net floor area for the first ten thousand (10,000) square feet of floor space, plus one space for each additional two hundred fifty (250) square feet, plus additional spaces as required herein for associated offices, theaters, and eating establishments. (4/91)
2. Parking shall be permitted in the areas for front, side, or rear setbacks up to a point of five (5) feet from any front, side, or rear lot line of the shopping center ten (10) feet with appropriate landscaping and fencing, when adjoining residentially zoned property). All areas shall be suitably paved with permanent hard-surfaced coverings.
3. Off-street loading spaces shall be provided in accordance with Section 306.

Section 308 -- Shopping Centers

- (b) Access and Traffic Controls  
All means of ingress or egress from the shopping center to any public street or highway shall be located at least two hundred (200) feet from any other intersecting street or streets and shall be designed to conduct traffic in a safe manner. The developer shall be responsible for the purchase and erection of any necessary traffic control devices and the construction of additional acceleration or deceleration lanes or service walks as may be required by the Virginia Department of Transportation or by the Town.
- (c) Interior Circulation  
Interior access ways shall be designed so as to prevent the blocking of vehicles entering or leaving the site. Areas provided for loading or unloading of trucks and/or other vehicles or for servicing of shops for rubbish collection or other services shall be adequate in size and shall be so arranged that they may be used without blocking or interfering with interior circulation and parking facilities.
- (d) Lighting  
Lighting for buildings, signs, access ways, and parking areas shall be so arranged as not to reflect toward public streets or cause annoyance to surrounding property owners or residents.
- (e) Shopping Cart Storage  
Establishments furnishing carts or mobile baskets shall provide definite areas on the site for the storage of said carts. Storage areas shall be clearly marked and designated for the storage of shopping carts and/or mobile baskets.
- (f) Screening
1. All lot lines abutting residential districts along the side yard or rear yard shall be appropriately screened by fences, walls, or year-round planting and/or other suitable enclosures of a minimum height of four (4) feet and a maximum height of seven (7) feet.
  2. If trees, evergreen hedges, or other types of year-round plants are used, a landscaped area shall be provided at least five (5) feet in width along the entire interior lot lines.
- (g) Storage of Trash and Rubbish  
Storage areas for trash and rubbish shall be completely screened and all organic rubbish shall be contained in containers with tightly fitting lids. No such storage area shall be permitted within any required yard space.
- (h) Signs  
Signs shall conform to Section 307.5 of this Ordinance.

308.5

**SHOPPING CENTER DEVELOPMENT PLAN REQUIRED**

- (a) Prior to the issuance of a Special Permit, ten (10) copies of a development plan shall be submitted to the Zoning Administrator for review by the Administrator, Planning Commission, and Town Council. Such plan shall comply with the provisions of this Section and Section 314.
- (b) The development plan shall contain the following data, together with supplementary data for a particular development, as deemed necessary by the Planning Commission or Town Council:

Section 308 – Shopping Centers

1. Title insurance policy or attorney's certificate showing the owner or owners of the subject property, marketable title to the subject property in such owner or owners' name, and the source of applicant's title or instrument in the chain of title for each parcel constituting the tract.
2. Total area of tract.
3. Abutting street names, width, and route numbers.
4. Owners, zoning districts, and uses of each adjoining tract.
5. Topographic map with minimum contour intervals and scale acceptable to the Administrator.
6. Development design information.
7. A concept plan illustrating the locating and functional relationship between all proposed land uses.
8. Land use plan or plans showing: the location and arrangement of all proposed land uses, including the height and number of floors of all buildings both above and below finished grade; the building setbacks and yard areas from the development boundaries and adjacent streets, roads, alleys, and ways; the proposed traffic circulation pattern, including the location and width of all streets, driveways, walkways, and entrances to parking areas; all off-street parking and loading areas; all proposed open space areas, including common open space, dedicated open space, and developed recreational open space; the approximate location of existing and proposed utility systems of sanitary sewer, storm sewer, water, electric, telephone, and gas lines, along with necessary easements.
9. A plan or statement showing the location and design of all screening, and indicating the type and height of such screening.
10. Statements or plans relating to all covenants, restrictions, and conditions pertaining to the use, maintenance, and operation of common spaces, and the percentage of the tract to be used as open space.
11. A statement in tabular form of the anticipated commercial floor area.
12. When the development is to be constructed in stages or units, sequence of development schedule showing the order of construction of each principal functional element of such stages or units, the approximate completion date for each stage or unit, and a cost estimate of all improvements within each stage or unit.
13. A plan or report indicating the extent, timing, and estimated cost of all off-site improvements, such as road, sewer, and drainage facilities necessary to construct the proposed development, which plan or report shall relate to the sequence of development schedule if the development is to be constructed in stages or units.
14. Where required by the Planning Commission, a traffic impact analysis showing the effect of traffic generated by the project on surrounding roads.
15. Where required by the Planning Commission, a fiscal impact analysis listing town revenue generated by the project and town expenditures resulting from the construction of the project.

Section 309 - Townhouses**SECTION 309 -- TOWNHOUSES****309.1 AREA REGULATIONS**

- (a) Minimum lot size for town house construction: 3 acres
- (b) Minimum lot area per dwelling unit: 2,500 square feet

**309.2 MINIMUM WIDTH**

- (a) Minimum width for development: 200 feet at setback line
  - (b) Minimum width per townhouse unit: 20 feet
- There shall be no more than eight (8) townhouses in a continuous row.

**309.3 MINIMUM YARD REQUIREMENTS**

- (a) Front Yard: 30 feet from road right-of-way line
- (b) Rear Yard: 40 feet for each townhouse dwelling
- (c) Side Yard: 20 feet for each end unit; 30 feet for each corner lot at street intersection

**309.4 MAXIMUM BUILDING HEIGHT**

Two stories, but not to exceed 35 feet.

**309.5 BUILDING COVERAGE**

Structures shall not cover more than thirty (30) percent of the entire development site. Coverage on each lot may be permitted as yard requirements allow. Driveways and parking lots are not to be included in the calculation of coverage.

**309.6 MANAGEMENT OF OPEN SPACE**

- (a) Should the units be for rental purposes, the developer or rental agent shall be responsible for maintenance and management of open space.
- (b) Should the units be for sale, a non-profit association, corporation, trust, or foundation of all individuals or corporations owning residential property within the planned development shall be established to ensure the maintenance, management, and/or operation of open spaces and/or recreation parks in accordance with the Condominium Act, Code of Virginia, as amended.
- (c) The developer must establish the organization prior to the sale of any lots.
- (d) Membership in the organization shall be mandatory for all residential property owners, present or future, within the planned community.

**309.7 SCREENING**

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

Section 309 - Townhouses**309.8 PARKING FACILITIES**

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

**309.9 DRAINAGE**

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

**309.10 LIGHTING**

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

**309.11 STORAGE OF TRASH AND RUBBISH**

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

**309.12 SITE PLAN REVIEW AND APPROVAL**

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

**309.13 FRONTAGE**

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

**309.14 CURB AND GUTTER**

Concrete curb and gutter shall be installed along both sides of all streets within the development. However, should a street act as a boundary for townhouse developments, curb and gutter need only be installed on the side of the street adjacent to the development.

Section 309 - Townhouses

- 309.15 SIDEWALKS**  
Sidewalks of a minimum of four (4) feet in width, constructed of concrete or brick, shall be installed from parking areas to the front of all townhouse structures served by such parking areas.
- 309.16 CUL-DE-SACS**  
The radius of cul-de-sacs shall be at least fifty (50) feet. No more than twenty-five (25) dwelling units shall be served by any cul-de-sac.
- 309.17 ACCESSORY BUILDINGS**  
Accessory buildings are not permitted except that on any lot there may be an enclosed storage shed not exceeding seven (7) feet in height, nor exceeding ten (10) feet in length by ten (10) feet in width.
- 309.18 WATER AND SEWER**  
All developments must be connected to a public water and public sewer system. Each unit shall have its own individual public water and sewer connection.
- 309.19 DESIGN VARIATION**  
Variation in townhouse design: The facades of dwelling units in a townhouse structure shall be varied by changed front yards of not less than two (2) feet and variation in materials and design so that not more than four (4) abutting units will have the same front yard depth and the same or essentially the same architectural treatment of facades and roof lines. Balconies and roofed porches may encroach up to five (5) feet within the setback area.

Section 310 - Apartments**SECTION 310 -- APARTMENTS****310.1 AREA REGULATIONS**

The minimum lot size for apartment developments is eight thousand (8,000) square feet for an apartment structure having two (2) units, with an additional two thousand (2,000) square feet of lot area for each additional unit above two (2). There shall be no more than twelve (12) units contained in any one structure.

**310.2 MINIMUM LOT WIDTH**

The minimum lot width shall be one hundred (100) feet at the setback line.

**310.3 MINIMUM YARD REQUIREMENTS**

No structure shall be located closer than thirty (30) feet to any lot line when the structure is in an R-3 district nor closer than twenty (20) feet to any lot line when the structure is in a C district.

**310.4 MAXIMUM BUILDING HEIGHT**

The maximum height shall be three (3) stories, but not to exceed thirty-five (35) feet.

**310.5 BUILDING COVERAGE**

Structures shall not occupy more than forty (40) percent of the total tract area.

**310.6 MANAGEMENT OF OPEN SPACE**

- (a) Should the units be for rental purposes, the developer or rental agent shall be responsible for maintenance and management of open space.
- (b) Should the units be for sale, a non-profit association, corporation, trust, or foundation of all individuals or corporations owning residential property within the planned development shall be established to ensure the maintenance, management, and/or operation of open spaces and/or recreation parks in accordance with the Condominium Act, Code of Virginia, as amended.
- (c) The developer must establish the organization prior to the sale of any lots. Membership in the organization shall be mandatory for all residential property owners, present or future, within the planned community.

**310.7 DISTANCE BETWEEN STRUCTURES**

The horizontal distance between groups of apartment structures shall be:

- (a) Two (2) times the average height of the two groups of apartments for front or rear walls facing front or rear walls;
- (b) One and one-half (1-1/2) times the average height of the building for front or rear walls facing side walls; and
- (c) Equal to the height of the highest building for side walls facing side walls.
- (d) At no point shall any building be closer to another building than the average height of both buildings.

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- 310.8 SCREENING**  
Screening shall be provided of sufficient height and density to screen the site from adjoining residential properties. A planting plan specifying type, size, and location of existing and proposed planting material shall be submitted with the application for the permit.
- 310.9 PARKING FACILITIES**
- (a) Off-street parking, whether in a garage or on-lot, shall be provided on the premises at the rate of one (1) space for each apartment unit 1,000 square feet or less and two (2) spaces for each apartment unit greater than 1,000 square feet. (02/14)
  - (b) Required parking spaces shall be provided on the same lot as the building served and shall be reviewed by the Planning Commission and approved by the Town Council.
  - (c) All access drives shall be at least fifteen (15) feet from any building on the lot and from exterior lot lines.
  - (d) Parking areas shall not be designed or located so as to require or encourage cars to back into a public street in order to leave the lot.
  - (e) Entrance and exit ways to parking areas shall have a minimum width of twelve (12) feet for each lane of traffic entering or leaving the site but shall at no time exceed thirty (30) feet in width at the street line.
- 310.10 DRAINAGE**
- (a) A storm run-off and drainage system shall be installed by the developer in accordance with sound engineering practice so as to adequately drain the project site, to adequately dispose of all run-off and drainage away from the project site, and so as not to permit excess flow of water across streets or adjoining properties. Plans for such drainage system shall be submitted and approved with the application for the permit.
  - (b) All provisions of Town ordinance and Virginia Stormwater Management Program regulations regarding storm drainage shall be complied with.
- 310.11 LIGHTING**  
Street lighting shall be provided on all public roads and shall be approved by Town Council.
- 310.12 STORAGE OF TRASH AND RUBBISH**  
~~Exterior storage areas for trash and rubbish shall be well screened on three (3) sides and contain vermin-proof containers.~~
- 310.13 SITE PLAN REVIEW AND APPROVAL**  
Site Plan drawn in accordance with Section 314 shall be reviewed by the Planning Commission and approved or rejected by the Town Council.
- 310.14 OTHER REGULATIONS FOR ALL APARTMENT CONSTRUCTION**
- (a) Each apartment structure and/or apartment parking area shall have access on a dedicated public street.

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- (b) Concrete curb and gutter shall be installed along both sides of all streets within the development. However, should a street act as a boundary for an apartment development, curb and gutter need only be installed on the side of the street adjacent to the development.
- (c) Sidewalks of a minimum of four (4) feet in width, constructed of concrete or brick, shall be installed from parking areas to all apartment structures served by such parking areas.
- (d) The radius of cul-de-sacs shall be at least fifty (50) feet. No more than 25 dwelling units shall be served by any cul-de-sac.
- (e) All apartments must be connected to a public water and sewer system, and each apartment shall be considered as being one public water and sewer connection. However, nothing herein shall be construed as prohibiting an apartment building from being serviced by one meter. (10/83)

Section 314 – Site Development Plans

**SECTION 314 – SITE DEVELOPMENT PLANS (1/93)**

**314 INTENT**

The purpose of these requirements is to promote the orderly development of certain activities in the Town and to ensure that such activities are developed in a manner harmonious with surrounding properties and in the interest of public health, safety, and welfare. The site plan shall be used to review a project's compatibility with its environment; to review the ability of proposed traffic circulation systems to provide for safe and convenient movement of vehicles and pedestrians; to review the quantity, quality, utility, and type of the project's community facilities; and to review the location and adequacy of the provision for drainage and utilities.

**314.1 WHEN REQUIRED**

(a) The provisions of this Section shall apply to all buildings, structures, or uses as noted in the Ordinance. Districts and uses which require a site plan include, but are not necessarily limited to, the following:

<u>Districts</u>	<u>Uses</u>
I Limited Industrial	Shopping Centers
L-1 Industrial	Townhouses
C General Commercial	Apartments
C-1 Commercial	Condominiums (in A-R District)
C-2 Commercial	Industrial
M-R Multi-family Residential	Retail
B Business	Offices
BC Business Commercial	
BI Business Industrial	
IIL Institutional	

(b) A site plan shall also be submitted when a change of use of an existing structure requires additional parking or other significant external improvements.

**314.2 WAIVER OF REQUIREMENTS**

(a) Any requirement of this Section may be waived by the Agent where the waiver is not inconsistent with the intent of this Section, and the applicant establishes that an undue hardship would result from a strict enforcement of this Section, or that the requirement is unreasonable.

(b) The Agent may waive the requirements for site plan review for additions to buildings, structures, and uses if, in his/her opinion, such addition does not substantially affect the intent of this Section.

**314.3 ADMINISTRATION**

The administration and enforcement of this Ordinance shall be vested in the Berryville Town Council.

(a) Administrative Bodies

1. The Town Council hereby designates the Berryville Area Development Authority (BADA) as the Administrative Body for property within Annexation Area "B", as defined in the County/Town Agreement Defining Annexation

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Rights, which is the subject of the application and for which no final Certificate of Occupancy has been granted.

2. In all other areas of Town, as well as for those plans involving property in Annexation Area "B" for which a final Certificate of Occupancy has previously been granted, the Town Council hereby designates the Berryville Planning Commission as the Administrative Body.
  3. The BADA and Planning Commission are delegated the power to administer this Section within their respective jurisdictions, reviewing and approving or disapproving site plans as appropriate. The Administrative Bodies may accept comments from the Town of Berryville, the County of Clarke, and other applicable public agencies when reviewing site plans.
- (b) Agent  
The Planning Commission may act through the Berryville planning staff, and the BADA through the Berryville planning staff or the Clarke County planning staff (the "Agent"), to the extent the Administrative Bodies find it appropriate for the administration of this Section; provided that no agent may act for the Administrative Bodies in approving, conditionally approving, or disapproving any site plan. The Agent shall be responsible for the processing of site development plan applications, subject to the procedures provided herein.
- (c) Inspection  
All government officers and employees responsible for the enforcement of this Section shall have the right to enter upon any property at all reasonable times during the period of construction for the purpose of making inspections for compliance with this Section. It shall be the responsibility of the developer to notify the Agent when each stage of the development is ready for inspection for compliance with the site plan as approved by the Administrative Body. The developer shall make one (1) set of the approved site plan available at the site at all times during construction.

## 314.4 PROCEDURES

(a) Pre-Application Conference

All applicants shall first submit a sketch plan and request a pre-application conference with the Agent to discuss the basic site development scheme, basic ordinance requirements, and preliminary features of the proposed development as they relate to this Section.

(b) Application

1. Application for approval of a site development plan shall be made by submitting an application form, fifteen (15) copies of the site plan, and the applicable fee, to the Agent.
2. The Agent shall review the submitted materials to determine if the basic requirements of this Section have been met. If in conformance, the application shall be accepted for filing, and shall be forwarded to the Administrative Body.
3. The Agent shall forward copies of the site plan to all applicable agencies and officials for written comments and recommendations. After receiving such comments and recommendations, the Agent shall prepare a report for the Administrative Body.

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4. The site plan and accompanying materials shall be available for public review in the Berryville town offices.
  5. In addition to the fee set by the Town Council, the applicant shall also bear the costs of any professional services employed by the Administrative Body in reviewing the site plan.
- (c) Action on Site Plan Application
1. Time Period – After receiving a complete application from the Agent, the Administrative Body shall consider the application at the next regular monthly meeting. Within one hundred (100) days of this first meeting, the Administrative Body shall act to approve, approve with conditions, or disapprove the site plan. Failure of the Administrative Body to act within this one hundred (100) – day period shall be deemed approval of the site plan unless an extension of the time period is agreed upon by the Administrative Body and the applicant.
- (d) Public Notice and Hearings
- Action on site plans not requiring an ordinance amendment is administrative and does not require public notice or hearings. However, the Administrative Body may provide public notice and hold public hearings on the site plan request, if it deems it desirable.
- (e) Action by the Administrative Body
1. The Administrative Body shall approve the site plan if it finds that the plan meets the requirements of this Section; meets the intent of the Berryville Comprehensive Plan and/or its Berryville Area Plan component; and would promote the health, safety, and general welfare of the public.
  2. The Administrative Body may condition approval of the site plan upon the applicant making certain changes or modifications to the plan, said conditions to be stated in writing by the Administrative Body.
  3. The Administrative Body may disapprove a site plan, stating in writing the reasons for such disapproval.
- (f) Appeals
- Any applicant may appeal the decision of the Administrative Body by filing within thirty (30) days of the decision of the Administrative Body an appeal in writing to the Town Council of Berryville, Virginia.
- (g) Site Plans Submitted with Special Use Permit Applications
- Where a site plan is submitted with a Special Use Permit application as required in Section 503 of this Ordinance, the action of the Administrative Body shall be in the form of a recommendation to the Town Council. Town Council shall then consider the site plan in conjunction with the Special Use Permit request, as outlined in Section 503.

## 314.5

## SPECIFICATIONS

Every site plan shall be prepared in accordance with the following specifications:

- (a) The scale shall be one (1) inch equals not more than fifty (50) feet.
- (b) All site plans shall be submitted on 24- by 36-inch sheets.

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- (c) If the site plan is on more than one sheet, match lines shall clearly indicate where the sheets join.
- (d) Horizontal dimensions shall be in feet and decimals of feet to the nearest one-hundredth (1/100) of a foot.

## 314.6

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The site plan or any portion thereof involving engineering, urban planning, landscape architecture, architecture, or land surveying shall be prepared by qualified persons. Site plans shall be certified by seal and signature of an architect, engineer, or land surveyor licensed to practice by the Commonwealth of Virginia within the limits of their respective licenses. The site plan shall contain the following information, as applicable.

- (a) The proposed title of the project and the name of the engineer, architect, landscape architect, or surveyor; the name of the developer; and the name and address of the property owner.
- (b) A signature area for approvals by the chairman of the Administrative Body and the Agent.
- (c) Signature of the property owner.
- (d) North point, scale, and date.
- (e) Vicinity map at a scale of one (1) inch equals not more than two thousand (2,000) feet, showing the location of the project in relation to corporate limits, town streets, and other prominent features.
- (f) Existing zoning and zoning district boundaries for the property in question, and for immediately surrounding properties.
- (g) The present owner and use of all properties contiguous or directly across the street.
- (h) The boundaries of the property involved by bearings and distances, certified by a land surveyor licensed to practice in the Commonwealth of Virginia.
- (i) All existing property lines, existing streets, buildings, watercourses, waterways, lakes, and other existing physical features on or adjoining the property. Size and height of existing buildings on the property should be shown. Features on adjoining properties need only be shown in approximate scale and proportion.
- (j) Topography of the project area with contour intervals of two (2) feet or less.
- (k) Location and sizes of sanitary and storm sewers, gas lines, water lines, culverts, fire hydrants, and other above-ground or underground structures in or affecting the project, including existing and proposed facilities, and easements for these facilities.
- (l) The location, dimensions, name, and construction details (including typical sections) of proposed streets, alleys, driveways, and the location, type, and size of ingress and egress to the site. When proposed streets intersect with existing streets, both edges of existing pavement or curb and gutter must be indicated for a minimum of fifty (50) feet or the length of connections, whichever is greater.
- (m) The location of all off-street parking, loading spaces, and walkways, indicating the types of surfacing, size and angle of stalls, width of aisles, and a schedule showing the number of parking spaces.
- (n) The location, height, type, and material of all fences, walls, screen planting, and landscaping details of all buildings and grounds, and the location, height, and character of all outdoor lighting systems.

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

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- (ii) A copy of all proposed homeowners' association by laws, and other covenants or maintenance documents where common ownership is anticipated.
- (jj) A copy of rezoning proffers, Special Use Permit conditions, or variances granted for the property shall be submitted with the site plan.
- (kk) Bond estimates for all required improvements.
- (ll) Any necessary notes required by the Agent to explain the purpose of specific items on the plan.
- (mm) Additional information as deemed necessary by the Administrative Body or the Agent.

## 314.7

**IMPROVEMENTS AND MINIMUM STANDARDS**

To further the intent of this Section and to protect public safety and general welfare, no site plan shall be approved until the Administrative Body is assured that improvements will be made which meet the following minimum standards:

(a) Streets and Rights-of-Way

1. Streets, driveways, access roads and rights-of-way shall be constructed and dedicated, and existing streets widened and improved as necessary, when the need for such streets and improvements is generated by the proposed development, or is indicated in the Berryville Comprehensive Plan and/or its Berryville Area Plan component.
2. All street construction standards and geometric design standards shall be in accord with the standards of the Berryville Subdivision Ordinance, the Virginia Department of Transportation, or other standards provided by the Town of Berryville. However, the Authority or the Agent may modify standards for local, collector, and minor loop streets, provided that off-street parking sufficient to accommodate required parking ratios are provided to complement the street system, and approval of the modifications is obtained from the Virginia Department of Transportation, where applicable.
3. All development must have direct access to public dedicated and State or Town-maintained roads. Sites or lots shall not have direct access to any arterial road, unless the physiography, shape, or size of the tract precludes other methods of access.
4. Where traffic generated from an entire development exceeds 2,000 vehicle trips per day, such development shall provide connectors to existing public roads at two or more locations. Where only one connection is physically achievable, the connecting portion of the entrance road must be a four-lane divided road extending not less than two hundred fifty (250) feet into the development. No internal vehicular connection shall be permitted on this entrance section.
5. Streets and rights-of-way shall permit access to adjoin properties in conformance with the Berryville Area Plan, Comprehensive Plan, and the satisfaction the Administrative Body or the Agent.
6. Travel ways designed for on-site two-way vehicular traffic circulation shall in no case have a pavement width of less than twenty (20) feet.

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- (b) Cul-de-Sacs  
Cul-de-sacs shall be designed and constructed in accordance with the street standards of the Berryville Subdivision Ordinance, or with other standards provided by the Town of Berryville. Cul-de-sacs may not be used as parking areas.
- (c) Parking  
Parking bays shall be constructed to standards compatible with those of the adjoining public street, and shall be provided in a quantity according to the schedule set forth in the Berryville Zoning Ordinance. Off-street parking spaces shall be accessed via private travel ways, and not directly accessed from public rights-of-way.
- (d) Sidewalks, Paths, and Walkways  
Sidewalks, paths, and/or walkways shall be provided to enable the public to walk safely and conveniently from one building to another on the site, to and from adjacent sites, and to and from sidewalks in the public right-of-way. The construction material to be used must meet the approval of the Administrative Body or the Agent.
- (e) Curb and Gutter  
Curb and gutter (CG-6 or approved equivalent) shall be required on all new public streets. The Administrative Body may require curb and gutter on off-street parking areas, service drives, private streets, and around medians, where warranted by conditions. Upon recommendation from the Virginia Department of Transportation, the Administrative Body may waive the requirement for curb and gutter when in keeping with existing conditions on adjacent sites, and when safe travel and adequate stormwater management can be assured without curb and gutter.
- (f) Utilities and Utility Easements  
All utilities necessary to serve the proposed development shall be installed by the developer, and shall be installed underground in accordance with the adopted facilities plans of the Town of Berryville; provided however, that:
1. Equipment such as electric distribution transformers, switchgear, meter pedestals, and telephone pedestals, which are normally installed aboveground, may continue to be so installed;
  2. Meters, connections, and similar equipment normally attached to outside walls may be so installed; and
  3. Dedications of right-of-way easements shall be made for all utilities and facilities that are intended to be publicly maintained. Easements shall be clearly defined for the purposes intended. Minimum easement widths shall be as specified by the Administrative Body, the Agent, or utility company.
- (g) Water and Sewer Systems  
All water distribution and sewer collection systems shall be designed to accommodate normal and peak demand loads. All such systems shall be designed to meet or exceed the specifications of the Berryville Area Water and Sewerage Program. Regulations of the Virginia Department of Health and other state agencies shall also be met, as applicable.

Section 314 – Site Development Plans(h) Stormwater Management

The stormwater runoff rate for a developed area shall be equal to or less than the runoff rate for the area prior to development. The policies and design criteria for meeting those goals are addressed in the Berryville Area Stormwater System Master Plan. Dedicated easements shall be provided for all facilities. As noted in the Master Plan, a pro-rata monetary contribution toward off-site drainage improvements may be substituted for on-site improvements, though only for those so designated in the Master Plan.

(i) Soil Suitability

The U.S. Department of Agriculture, Soil Conservation Service, shall be referred to for commenting on the suitability of soils for intended development, and on any special measures that are recommended for development on a certain soil classification. The applicant shall provide a generalized mapping of on-site soils and their engineering characteristics.

(j) Landscaping, Screening, Buffering

1. Where non-residentially zoned land is developed adjacent to land zoned for residential or open space uses, or where residentially zoned land is developed adjacent to a railroad or limited access highway, a landscaped buffer strip a minimum of ten (10) feet wide shall be provided along the common property line. The buffer shall include fencing and plant material. Fencing shall consist of a solid opaque wood fence or masonry wall six (6) feet in height. Plant material shall consist of deciduous trees, evergreen trees, and/or shrubs, in addition to ground cover, and shall be provided on at least one side of the fence.
2. ~~All refuse containers shall be completely enclosed with a solid opaque wood fence or masonry wall at least six (6) feet high.~~
3. Mechanical equipment (including HVAC), energy conservation or collection equipment, or communications transmitting or receiving apparatus should be screened from public view.
4. Walls and fences used for screening should be composed of such traditional materials as brick, stone, or wood. Use of chain link, plastic, fiberglass, and plywood is discouraged.
5. For all uses, a landscaped buffer strip a minimum of ten (10) feet wide shall be provided along all public rights-of-way. The buffer shall include plant material consisting of deciduous trees, evergreen trees, and/or shrubs, in addition to living ground cover.
6. Where parking areas are adjacent to public rights-of-way, landscaping shall include shrubs and/or berms to screen parked automobiles.
7. New/replacement trees shall be spaced no farther apart than an average of fifty (50) feet, on center, and placed as close to the roadway as allowed in the Virginia Department of Transportation's Guidelines for Planting Along Virginia's Roadways.
8. Parking lots containing ten or more spaces shall be planted with at least one (1) deciduous tree per eight (8) spaces, meeting the following requirements:
  - (a) Such required trees shall be surrounded by not less than forty (40) square feet of permeable, unpaved area.

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- (b) Other landscaping materials, including shrubs and groundcover, shall be included with the trees on parking islands.
- (c) Each parking island shall have at least one (1) tree.
- (d) Trees shall be at least ten (10) feet apart if on the same parking island.

9. Tree Specification:

- (a) Required street and parking island trees shall be major deciduous hardwood trees (maple, oak, linden, sycamore, etc.) meeting the following requirements:
  - (i) Cast moderate to dense shadow; be long-lived (60+ years); be tolerant of pollution; be tolerant of direct or reflected heat; require little maintenance; be physically hardy and insect/disease resistant; be able to survive two years with no irrigation after establishment; be of native origin.
  - (ii) All deciduous trees shall have a minimum trunk diameter of two-inch caliper measured at 4.5 feet from the ground when planted.
- (b) Any evergreen tree shall be a minimum of five (5) feet in height when planted.

10. The property owner shall be responsible for maintenance and replacement of such landscape material, as needed.

(k) Lighting

All outdoor lighting fixtures shall be shielded to prevent glare on adjacent properties or rights-of-way. No lighting fixtures shall exceed twenty-five (25) feet above the ground in height.

(l) Erosion and Sediment Control

An erosion and sediment control plan for the entire disturbed area of a development shall be prepared in accordance with the Berryville Erosion and Sediment Control Ordinance, and must receive the approval of the Loud Fairfax Soil & Water Conservations District Board.

(m) Miscellaneous Design Criteria

All other criteria and specifications shall be in accordance with Town standards, where provided. Where Town standards are not provided, the Administrative Body shall provide those standards or shall rule upon the standards proposed by the developer.

## 314.8

**CONSTRUCTION AND BONDING**

- (a) No site improvement activities may occur unless all of the following have been met:
  1. Approval of final site plan and erosion and sediment control plan.
  2. Approval of erosion and sediment control bond, and installation of erosion and sediment control measures.
  3. Posting of construction bond.
- (b) All improvements required by this Section shall be installed at the cost of the Developer, except where cost sharing or reimbursement agreements between the Town and the applicant are appropriate, the same to be recognized by formal written approval prior to site plan approval.

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- (c) The approval of a site plan and/or the installation of improvements shall not obligate the Town to accept the improvements for maintenance, repair, or operation. Acceptance shall be subject to Town and/or State regulations, where applicable, and dependent on the satisfactory nature of the improvements.
- (d) The applicant is required to post a bond or other acceptable surety covering the construction and satisfactory completion of all required on-site and off-site improvements. Such bond shall be posted under the provisions of Berryville Area Plan Bonding Agreement.

**314.9 REVISIONS**

The Agent may administratively approve changes to an approved site plan which the Agent determines are minor revisions, complying with all provisions of the Section and having no additional adverse impact on public facilities or adjacent properties. Major revisions are permitted, provided that they are approved by the Administrative Body in the same manner as the original site plan.

**314.10 TERMINATION AND EXTENSION**

An approved site plan shall expire and become null and void if all approved development is not completed within five (5) years from the date of approval. The Administrative Body or the Agent may grant a one (1)-year extension upon written request.

**314.11 BUILDING PERMITS**

For all properties and uses subject to this Section, no building permit shall be issued to construct or alter any structure, or authorization granted to improve land, until a site plan has been approved.



Language to be added to

SECTION 605.13

Development plans for any principle use, other than single-family detached dwellings and duplexes, shall include a sufficient number of privately serviced dumpsters, located in dumpster enclosures, to serve the development's needs.

Section 605 Attached Residential (AR) District**SECTION 605 - ATTACHED RESIDENTIAL (AR) DISTRICT****605.1 PURPOSE AND INTENT**

The Attached Residential (AR) District is created to provide for single-family attached residences at locations compatible with the Berryville Comprehensive Plan and at locations within the precincts of the Berryville Area Plan. A maximum density of six (6) units per net developable acre establishes this district as one recognizing townhouse-styled units as the dominant land use; however, single-family dwellings may also be developed in this district where appropriate. This district may be applied to undeveloped tracts and to existing townhouse development with the intent of preserving natural features and vegetation, promoting excellence in site planning and landscape design, and encouraging attached housing with compatible scale, materials and architectural character. Development in the AR District shall be sensitive to land physiography, provision of adequate public infrastructure, and development of high-quality transportation improvements while achieving optimal siting of dwellings, recreation areas, community facilities, and open space.

**605.2 PERMITTED USES**

- (a) Townhouse dwellings. An accessory structure, less than or equal to 120 square feet in area, is permitted on a private townhouse lot.
- (b) Duplex (two-family) attached dwellings and accessory structures
- (8/01) (c) Single-family detached dwellings
- (d) Private community facilities, recreation areas, and other common area improvements normally associated with residential developments (other than those requiring special use permits) may be permitted subject to final site plan approval.
- (e) Municipal utilities

**605.3 SPECIAL PERMIT USES (8/01)**

- (a) Churches
- (b) Community buildings
- (c) Commercial and private swimming pools and tennis courts
- (10/94) (d) Day care centers
- (e) Fire stations
- (f) Government offices
- (g) (Deleted 2010)
- (h) Institutional housing and general care for indigents or orphans
- (i) Libraries
- (j) Nursery schools
- (k) Private and public schools, parks, playgrounds, and related uses
- (m) Private clubs
- (n) Public utility uses (sub-stations, pump stations, storage tanks, etc.) and related easements, except for municipal utilities. (Refer to Section 615 regarding the impact of critical environmental areas on lot size requirements.)
- (o) Zero-lot-line detached dwellings

Section 605 Attached Residential (AR) District**605.4 MAXIMUM DENSITY**

Maximum density:

Six (6) dwelling units per net developable acre.

**605.5 MINIMUM DISTRICT SIZE**

Minimum District Size: Three (3) acres.

**605.6 LOT SIZE AND BULK REQUIREMENTS FOR TOWNHOUSE-STYLE DWELLINGS**

- (a) Minimum lot area
- |                   |                   |
|-------------------|-------------------|
| (1) Interior lot: | 2,000 square feet |
| (2) Corner lot:   | 2,400 square feet |
| (3) Condominium:  | Not regulated     |
- (b) Minimum lot width
- |   |         |
|---|---------|
| (1) Interior lot:   | 20 feet |
| (2) Corner lot:   | 35 feet |
| (3) Condominiums subject to plan review and applicable performance zoning criteria. |         |
- (c) Minimum yard requirements
- |                             |                                |
|-----------------------------|--------------------------------|
| (1) Front yard:             | 15 feet                        |
| (2) Side yard for end unit: | 15 feet                        |
| (3) Rear yard:              | 30 feet                        |
| (4) Accessory structures:   | 5 feet (rear and side setback) |
- (d) Maximum building height: 35 feet
- (e) Maximum Floor Area ratio (FAR): for non-residential uses - 0.25, or as otherwise dictated by applicable performance zoning criteria.
- (f) Other: Where a lot is to be divided into individual lots for the sale of single-family attached dwelling units:
- |   |  |
|---|--|
| (1) Lot lines shall conform with party wall centerlines and   |  |
| (2) A privacy yard, having a minimum of two hundred (200) square feet, shall be provided on each lot. Privacy yards shall include screening, fencing, patio paving, and/or special landscaping treatment. |  |

**605.7 LOT SIZE AND BULK REGULATIONS FOR DUPLEXES**

- (a) Minimum lot size:
- |  |
|--|
| (1) 10,000 square feet for total duplex structure        |
| (2) 4,500 square feet each separate unit within a duplex |
- (b) Minimum lot width:
- |                                       |
|---------------------------------------|
| (1) 75 feet per duplex structure      |
| (2) 35 feet for each unit of a duplex |
- (c) Minimum yard requirements:
- |                 |                      |
|-----------------|----------------------|
| (1) Front yard: | 25 feet              |
| (2) Side yard:  | 10 feet              |
| (3) Rear yard:  | 40 feet (residences) |
- (d) Maximum building height: 35 feet
- (e) Maximum lot coverage: 35 percent

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- (g) Other: Where a lot is to be subdivided into individual lots for the sale of single-family attached units, lot lines shall conform with party wall centerlines.

**605.8 LOT SIZE AND BULK REQUIREMENTS FOR SINGLE-FAMILY DETACHED DWELLINGS**

- |     |                           |   |
|-----|---------------------------|---|
| (a) | Minimum lot size:         | 7,500 square feet   |
| (b) | Minimum lot width:        | 60 feet   |
| (c) | Minimum setback:          | 20 feet or more from a right-of-way 50 feet or more in width; 35 feet or more from the center of any street right-of-way less than 50 feet in width. (5/94) |
| (d) | Minimum yard requirements |   |
|     | (1) Side yard:            | 10 feet, except for corner lots, the side yard facing the side street shall be 20 feet or more for both main and accessory buildings.                       |
|     | (2) Rear yard:            | 40 feet   |
|     | (3) Accessory structures: | 5 feet from side and rear lot lines, except as noted above in 605.8(d)(1).  |

**605.9 OPEN SPACE REQUIREMENTS FOR TOWNHOUSE DEVELOPMENTS**

- (a) An open space plan and landscape design program shall be submitted with applications for townhouse-style developments.
- (b) Thirty (30) percent of the net site area shall be open space dedicated to common usage and ownership.
- (c) At least twenty (20) percent of the required open space (six [6] percent of the net site area) shall be designed and developed as recreational and active community open space.
- (d) Refer to Section 615 regarding the impact of critical environmental areas on open space requirements.

**605.10 OPEN SPACE REQUIREMENTS FOR DUPLEX DEVELOPMENTS**

- (a) An open space plan shall be submitted with applications for duplex-style developments in this district.
- (b) Ten (10) percent of the net site area shall be open space dedicated to common usage and ownership.

**605.11 ADDITIONAL REGULATIONS FOR TOWNHOUSE DEVELOPMENTS**

- (a) Parking, parking access, and parking drives
1. Two (2) off-street (private) parking spaces per dwelling unit shall be provided and shall be located not more than one hundred (100) feet from the individual dwelling unit served.
  2. Private driveways and parking bays shall be no closer than twelve (12) feet to any adjoining property line.
  3. Separate parking spaces shall be allocated and reserved for recreational vehicle parking and special guest parking. The number of parking spaces allocated for recreational vehicles shall be one (1) recreational vehicle

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parking space per six (6) dwelling units. The number of spaces for guest parking shall be one (1) space for every two (2) dwelling units.

4. Refer to Section 305 for additional off-street parking requirements.

(b) Streets

1. Attached dwelling units shall have access to a private street with a minimum width of twenty-two (22) feet. The paved street shall be constructed according to Virginia Department of Transportation standards.
2. No attached dwelling unit may be accessed directly from a public street unless approved by a Special Use Permit. In such case, the dwelling(s) must conform to AR District setback requirements.
3. No private street shall be located within twelve (12) feet of any property line.

(c) Setback, yards, buffering, separation, and grouping of units

1. Where adjacent properties are zoned to a district other than the AR District, all AR buildings shall be set back at least forty (40) feet from the common property line(s).
2. Where an attached residential building or group of attached residential buildings are adjacent to a private drive, parking area, and/or walkway intended for the common use of the development's occupants, there shall be a minimum building setback of fifteen (15) feet from that drive, area, and/or walk.
3. Adjacent townhouse-style dwelling units with their accompanying lots shall be separated from one another by a minimum of fifteen (15) feet. This separation shall allow an unobstructed fire lane on all sides of the structure.
4. No more than eight (8) single-family attached residences (townhouses) shall be included in any one physically contiguous grouping.
5. Common property lines shall be screened and landscaped. Refer to Section 309.7 for additional landscaping and buffering requirements.

(d) Maintenance of improvements, covenants, and required improvements

1. For any development in the AR District, all common improvements (including open space, recreational facilities, private streets, walkways, parking areas, and other community facilities) shall be maintained by and be the sole responsibility of the developer-owner of the A-R development until such time as the developer-owner conveys such common area to a nonprofit (homeowners') entity consisting of at least all of the individual owners of the dwelling units in the development.
2. Deed restrictions and covenants shall be included with the conveyance to include, among other things, those assessments, charges, and costs of maintenance of such common areas shall constitute a pro-rata share lien upon the individual dwelling lots, such lien inferior only to taxes and recorded trusts. Furthermore, covenants shall specify the means by which the non-profit entity shall govern and manage itself and maintain building exteriors, landscaping, lighting, recreation areas, walkways parking areas, snow removal, and travel ways.
3. All deed restrictions, covenants, nonprofit (homeowners') entity incorporation documents, and information related to conveyance programs

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shall be prepared by the developer-owner. These papers and documents shall be submitted with the plat and plans, and shall be approved by the Town's legal representative.

4. On-site lighting, signing, and mailboxes shall be provided and installed by the owner-developer of townhouse developments. These improvements shall be of compatible scale, materials, and colors.

**605.12 SITE PLAN AND MASTER PLAN REQUIREMENTS**

- (a) Development of all townhouse projects shall require site plan approval.  
 (b) Development of any townhouse project that is to be built in phases shall require a master plan which is intended to serve as the master land use plan for the specific development proposal. Final engineering designs and final plats shall be in conformance with the development's master plan.

**605.13 GENERAL REGULATIONS**

- (a) ~~All refuse shall be contained in completely enclosed and screened facilities.~~  
 (b) Refer to Section 309.9 for drainage regulations.  
 (c) Refer to specific Overlay Zoning Districts, where applicable.

**605.14 CONDOMINIUMS**

Any condominium development under the Condominium Laws of Virginia shall be subject to the following provisions:

- (a) Minimum lot size and yard and open space requirements of the district shall be met as if lot lines existed.  
 (b) A site plan shall be required and subject to review by the Planning Commission. The site plan shall govern the location of all structures and improvements.  
 (c) Setbacks, density, and other district requirements shall be met.



Language to be added to

SECTION 606.14 b

Development plans for any principle use, other than duplexes, shall include a sufficient number of privately serviced dumpsters, located in dumpster enclosures, to serve the development's needs.

Section 606 Multifamily Residential (MR) District**SECTION 606 MULTIFAMILY RESIDENTIAL (MR) DISTRICT****606.1 PURPOSE AND INTENT**

The Multifamily Residential (MR) District is created to provide for multifamily residences at locations compatible with the Berryville Area Master Plan's goals for high-density residential development. A maximum density of ten (10) units per net developable acre establishes this district as one recognizing garden-styled apartment or condominium units as the dominant land use. Housing for the elderly is encouraged under this district. Townhouses are permitted in this district, subject to the AR District regulations. The application of this district shall be to undeveloped tracts lying within the Town of Berryville with the intent of preserving existing natural features and vegetation, promoting excellence in site planning and landscape design, and encouraging multifamily and attached housing with compatible scale, materials, and architectural character. Development in the MR District shall be sensitive to land physiography, provision of adequate public infrastructure, and development of quality transportation improvements while achieving optimal siting of dwellings, recreation areas, community facilities, and open space.

**606.2 PERMITTED USES**

- (a) Multifamily attached dwellings.
- (b) Townhouse dwellings. An accessory structure, less than or equal to 120 square feet in area, is permitted on a private townhouse lot.
- (c) Duplex and two-family attached dwellings and accessory structures.
- (d) A mix of dwelling types as set forth above.
- (e) Private community facilities, recreation areas, and other common area improvements normally associated with residential developments (other than those requiring special use permits) shall be permitted, subject to a generalized development plan and final site plan approval process.

**606.3 SPECIAL PERMIT USES**

- (a) Churches
- (b) Commercial swimming pools and tennis courts
- (c) Community association facilities
- (d) Community buildings, public and private
- (e) Day care centers
- (10/94) (f) Fire stations
- (g) Government offices
- (h) (Deleted 2010)
- (i) Institutional housing and general care for indigents and orphans
- (j) Libraries
- (k) Licensed nursing homes
- (l) Nursery schools
- (m) Private clubs
- (n) Private schools and related uses
- (p) Private swimming pools and tennis courts
- (q) Public schools, parks, playgrounds, and related uses

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- (r) Public utility uses (sub-stations, pump stations, storage tanks, etc.) and related easements, except for municipal utilities
- (s) Zero-lot-line dwellings
- (t) In townhouse developments, private accessory structures larger than 120 square feet in area.

**606.4 MAXIMUM DENSITY**

- (a) Multifamily dwellings: ten (10) dwelling units per net developable acre.
- (b) Attached dwellings: six (6) dwelling units per net developable acre.

**606.5 MINIMUM DISTRICT SIZE**

Minimum district size: three (3) acres.

**606.6 REGULATIONS FOR DUPLEXES**

Refer to Section 605 for general regulations.

**606.7 REGULATIONS FOR TOWNHOUSE DEVELOPMENTS**

Refer to Section 605 for general regulations.

**606.8 MULTIFAMILY DWELLINGS**

- (a) Minimum lot area: Dwellings must be sited with respect to physiographic, air, solar, and environmental characteristics of their lots and to their relationship to adjoining properties.
- (b) Maximum building height: 40 feet
- (c) Minimum yard requirements
  - (1) Front yard: 25 feet
  - (2) Side yard: 20 feet
  - (3) Rear yard: 30 feet
- (d) For nonresidential uses, the maximum floor area ratio shall be 0.25, based on net developable area, and as otherwise dictated by applicable performance zoning criteria.
- (e) An open space plan and landscape design program shall be submitted with applications for any land use governed by this district.
- (f) Thirty (30) percent of the gross site area shall be open space, dedicated to common usage and ownership.
- (g) One-third (1/3) of the open space (ten [10] percent of the gross site area) shall be developed and designated as recreational and active community open space.

**606.9 PARKING AREAS, DRIVEWAYS, AND WALKWAYS IN MULTIFAMILY DEVELOPMENTS**

- (a) Two off-street (private) parking spaces per dwelling unit shall be provided and located not more than one hundred (100) feet from the individual dwelling unit served.
- (b) Additional parking spaces shall be provided and designated for recreational vehicle parking and special guest parking. One (1) recreational vehicle parking space per

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twelve (12) dwelling units shall be required in the MR District. The number of spaces for guest parking shall be one (1) space for every two (2) dwelling units.

- (c) The location, spacing, and number of private driveway entrances serving any MR development shall comply with the adopted Transportation Plan for the Berryville Area and shall be subject to final approval by the Town Council or its agent.
- (d) Private driveways and parking bays shall be at least twelve (12) feet from any adjoining property line. Parking areas, driveways, and walkways intended for the common use of the development's occupants shall be placed at least fifteen (15) feet from all multifamily residential buildings.
- (e) Refer to Section 305 for additional off-street parking requirements.

**606.10 STREETS IN MULTIFAMILY DEVELOPMENTS**

- (a) Attached and multifamily dwelling units shall have access to a private street with a minimum width of twenty-two (22) feet. The paved street shall be constructed according to Virginia Department of Transportation standards.
- (b) No multifamily dwelling may be accessible directly from a public street. No attached dwelling unit may be accessed directly from a public street unless approved by a special use permit. In such case, the dwelling(s) must conform to MR District setback requirements.

**606.11 SETBACK, YARDS, BUFFERING, SEPARATION, AND GROUPING OF MULTIFAMILY BUILDINGS**

- (a) Where adjacent properties are zoned to a district other than the MR District, all MR buildings shall be set back at least forty (40) feet from the common property line(s).
- (b) Where an attached residential building or group of attached residential buildings are adjacent to a private drive, parking area, and/or walkway intended for the common use of the development's occupants, there shall be a minimum building setback of fifteen (15) feet from that drive, area, and/or walk.
- (c) No more than twenty-four (24) residential units shall be located within any one physical building structure. A waiver for this regulation may be given for those development proposals that are exclusively for elderly housing.
- (d) Multifamily dwelling structures shall have side yards separating individual buildings by a distance not less than the height of the tallest residential structure. Rear yards separating individual buildings shall be equal to one and one-half (1-1/2) times the height of the tallest structure. The larger yard size shall govern in instances where side and rear yard definition is subject to interpretation.
- (e) Common property lines shall be screened and landscaped. Refer to Section 310.8 for additional landscaping and buffering requirements.

**606.12 MAINTENANCE OF IMPROVEMENTS, COVENANTS, AND REQUIRED IMPROVEMENTS**

- (a) For any development in the M-R District, all common improvements (including open space, recreational facilities private streets, walkways, parking areas, and other community facilities) shall be maintained by and be the sole responsibility of the developer-owner of the M-R development until such time as the developer-

Section 606 Multifamily Residential (MR) District

- owner conveys such common area to a nonprofit (homeowners') entity consisting of at least all of the individual owners of the dwelling units in the development.
- (b) Deed restrictions and covenants shall be included with the conveyance to include, among other things, that assessments, charges, and costs of maintenance of such common areas shall constitute a pro rata share lien upon the individual dwelling lots, such lien inferior only to taxes and recorded trusts. Furthermore, covenants shall specify means by which the nonprofit entity shall govern and manage itself and maintain building exteriors, landscaping, lighting, recreation areas, walkways, parking areas, snow removal, and travel ways.
  - (c) All deed restrictions, covenants, nonprofit (homeowners') entity incorporation documents and information related to conveyance programs shall be prepared by the developer-owner. These papers and documents shall be submitted with the plat and plans, and shall be approved by the Town's legal representative.
  - (d) On-site lighting, signing, and mailboxes shall be provided and installed by the owner-developer of townhouse or multifamily developments. These improvements shall be of compatible scale, materials, and colors.

**606.13 SITE PLAN AND MASTER PLAN REQUIREMENTS**

- (a) Development of any and all sections within the M-R District shall require site plan approval.
- (b) Development of any project under M-R District zoning provisions shall require a master plan for the specific development proposal. Final engineering designs and final plats shall be in conformance with the development's master plan.
- (c) A parking and traffic impact study shall be provided with the submission of a preliminary site plan or master plan.

**606.14 GENERAL REGULATIONS**

- (a) No privately-owned accessory buildings shall be permitted on multifamily building lots.
- (b) ~~All refuse shall be contained in completely enclosed and screened facilities.~~
- (c) Refer to Section 310.10 for drainage regulations.
- (d) Refer to specific Overlay Zoning Districts, where applicable.

**606.15 CONDOMINIUMS**

Any condominium development under the Condominium Laws of Virginia shall be subject to the following provisions:

- (a) Minimum lot size and yard requirements of the district shall be met as if lot lines existed.
- (b) A master plan shall be required and subject to review by the Planning Commission and approved by the Town Council. The master plan shall govern the location of all site structures and improvements on final plans.
- (c) Setbacks, density, and other district provisions shall be met.
- (d) Condominiums are subject to site plan review and applicable performance zoning criteria.



Language to be added to

**SECTION 607.10**

Development plans for any principle use, other than single-family detached dwellings, shall include a sufficient number of privately serviced dumpsters, contained in dumpster enclosures, to serve the development's needs.

Section 607 Commercial (C-1) District**SECTION 607 - C-1 COMMERCIAL DISTRICT****607.1 PURPOSE AND INTENT**

The C-1 Commercial District is established to provide selected locations in the Town of Berryville for light commercial activities that do not adversely impact adjoining residential neighborhoods. The C-1 District is intended to accommodate local retail uses at locations compatible with the Berryville Area Master Plan.

**607.2 PERMITTED USES**

- (12/00)
- (a) Assembly of high-tech components and/or systems (not including manufacturing)
  - (b) Restaurants, exclusive of fast-food restaurants
  - (c) Newspaper office buildings, including printing and publishing facilities incidental to such uses
  - (d) Quick-service stores with limited hours of operation (6:00 a.m. -- 10 p.m.).
  - (e) Civic and public benefit organizations
  - (f) Churches and other places of worship
  - (g) Government and other public buildings (including libraries, post offices, police stations, fire stations, and rescue squads)
  - (h) Financial institutions without drive-in facilities
  - (i) Hospitals, nursing, convalescent, or rest homes, in accordance with Section 311
  - (j) Funeral homes
  - (k) Furniture repair
  - (l) Business and professional offices
  - (m) Personal services (including music services, barber and beauty shops, tailor shops)
  - (n) Printing shops
  - (o) Retail stores with a maximum gross floor area of 5,000 square feet for each free-standing business or for each business in a shopping center. (07/05)
  - (p) Day care centers (10/94)
  - (q) Auction House (11/02)

**607.3 SPECIAL PERMIT USES**

- (12/00)
- (a) Broadcast studios
  - (b) Business services and supply establishments
  - (c) Car wash
  - (d) Commercial recreational establishments
  - (e) Drive-in banking facilities (10/94)
  - (f) Fast-food restaurants
  - (g) Hardware stores
  - (h) Laundromats
  - (i) Movie theaters
  - (j) Plant nurseries
  - (k) Public billiard parlors and pool rooms, bowling alleys, dance halls, health spas and clubs
  - (l) Public utilities and related easements, except municipal utilities
  - (m) Quick-service stores with unlimited hours of operation

Section 607 Commercial (C-1) District

- (n) Residential apartments, as a secondary use to principal structure
- (o) Retail stores over 5,000 square feet for each free-standing business or for each business in a shopping center, not to exceed a maximum of 15,000 square feet for each free-standing business or for each business in a shopping center. (07/05)
- (p) Repair service establishments, without outdoor service and/or outdoor storage
- (q) Service stations (without outdoor storage)
- (r) Single-family detached dwellings (9/96)
- (s) Schools, public or private
- (t) Three-story buildings
- (u) Veterinary hospitals
- (v) Wood product manufacturing (NAICS 321) except 3211 sawmills and wood preservation (12/11)
- (w) Craft beverage manufacturing (02/18)

**607.4 MAXIMUM FLOOR AREA RATIO**  
The maximum floor area ratio (FAR)—based on the net developable area of a lot—shall not exceed 0.25.

**607.5 MINIMUM DISTRICT SIZE**  
Minimum district size: 1 acre

**607.6 LOT SIZE REQUIREMENTS AND BULK REGULATIONS**

- (a) Minimum lot area: 10,000 square feet
- (b) Minimum lot width: 100 feet
- (c) Maximum building height: 40 feet
- (d) Minimum yard requirements
  - (1) Front yard: 30 feet
  - (2) Side yard: 10 feet
  - (3) Rear yard: 30 feet

**607.7 OPEN SPACE**

- (a) An open space plan and landscape design program shall be submitted with applications for any land use governed by this district.
- (b) Fifteen percent (15%) of the site shall be landscaped open space.

**607.8 PARKING AREA REGULATIONS FOR THE C-1 COMMERCIAL DISTRICT**

- (a) All parking areas shall be located at least ten (10) feet from any property line except that parking areas may adjoin each other across common C-1 district property lines. Parking areas must be located at least thirty (30) feet from properties in contiguous residential districts.
- (b) All parking areas shall consist of off-street, on-site spaces and shall include designated spaces for the handicapped and elderly.
- (c) Refer to Section 305 for additional off-street parking requirements.

Section 607 Commercial (C-1) District**607.9 LANDSCAPING, BUFFERING AND SETBACK ADJACENT TO RESIDENTIAL AREAS**

- (a) Where a lot is contiguous to a property located in any residential district, all buildings shall have a minimum setback of forty (40) feet from common property lines (5/94).
- (b) A landscaped buffer strip of fifteen (15) feet in width shall be provided, with landscape materials and placement subject to final plan approval. This buffer strip may be reduced to ten (10) feet with suitable fencing, but in such cases fence design shall be subject to final plan approval.

**607.10 STORAGE OF MATERIALS AND REFUSE**

- (a) The outdoor area devoted to storage, loading and display of goods shall be limited to that area so designated on an approved site plan.
- (b) Any establishment involved with the storage of fuel for sale, or for other purposes, shall be permitted only if the fuel is stored underground, except where otherwise permitted under provisions granted and other stipulations required by special use permit by the Town Council.
- (c) ~~All refuse shall be contained in completely enclosed facilities and shall be screened.~~

**607.11 STREET ENTRANCES**

- (a) On a corner lot, no street entrance shall be located closer than sixty (60) feet to the curb line extended from the intersecting street.
- (b) (DELETED 4/98)
- (c) A freestanding use shall have no more than two street entrances on any single right-of-way.

**607.12 GENERAL REQUIREMENTS**

- (a) All uses shall be subject to final site plan approval.
- (b) Refer to Section 306 for off-street loading requirements.
- (c) Refer to Sections 301-304 for general regulations and other provisions which may supplement those cited herein.
- (d) Refer to specific Overlay Zoning Districts, where applicable.



Language to be added to

SECTION 608.10 c

SECTION 609.11 d

SECTION 610.9 c 1

SECTION 611.9 c 1

SECTION 612.10 c 1

SECTION 613.6 a 3

SECTION 614 (new subsection prior to SECTION 614.9, strike SECTION 614.10 m 1, and repeat language in SECTION 614.11 j 1)

Development plans for any principle use shall include a sufficient number of privately serviced dumpsters, contained in dumpster enclosures, to serve the development's needs.

Section 608 Commercial (C-2) District**SECTION 608 C-2 COMMERCIAL****608.1 PURPOSE AND INTENT**

The C-2 Commercial District is established to provide selected locations in the Town of Berryville for small-scale convenience shopping facilities and be oriented to serve adjacent and surrounding residential areas. These convenience facilities may serve smaller-scaled neighborhood areas than those areas served by the C-1 District, and may supply necessities that require frequent purchasing with a minimum of consumer travel per shopping trip. The C-2 District is intended to accommodate existing and future neighborhood retail uses and is to allow small, predominately single-use, neighborhood retail structures which are to be located within or adjacent to existing or planned residential areas.

**608.2 PERMITTED USES**

- (a) Financial institutions, not to exceed 3,000 square feet per building unit
- (b) Personal service establishments, not to exceed 3,000 square feet per building unit
- (c) Quick-service stores, not to exceed 3,000 square feet per building unit and open only between 6 a.m. and 10 p.m.
- (d) Day care centers (10/94)

**608.3 SPECIAL PERMIT USES**

- (a) Drive-in banks, not to exceed 3,000 square feet per building unit
- (b) Government and other public buildings
- (c) Public utilities and related easements, except municipal utilities
- (d) Quick service stores (without automotive services), which exceed 3,000 square feet per building unit and/or are open between 10 p.m. and 6 a.m.
- (e) Residential apartments as a secondary use to a principal structure

**608.4 MAXIMUM FLOOR AREA RATIO**

The maximum floor area ratio (FAR) – based on the net developable area of a lot—shall not exceed 0.25.

**608.5 MINIMUM DISTRICT SIZE**

Minimum-district size in the C-2 zone is not regulated.

**608.6 LOT SIZE REQUIREMENTS AND BULK REGULATIONS**

- (a) Minimum lot area: 15,000 square feet
- (b) Minimum lot width: 100 feet
- (c) Maximum building height: 35 feet
- (d) Minimum yard requirements
  - (1) Front yard: 30 feet
  - (2) Side yard: No requirement
  - (3) Rear yard: 30 feet

Section 608 Commercial (C-2) District

## 608.7 OPEN SPACE

- (a) An open space plan and landscape design program shall be submitted with applications for any land use governed by this district.
- (b) Fifteen percent (15%) of the site shall be landscaped open space.

## 608.8 PARKING REGULATIONS

- (a) All parking areas shall be located at least ten (10) feet from any property line except that parking areas may adjoin each other across common C-2 district property lines. Parking areas must be located at least thirty (30) feet from properties in contiguous residential districts.
- (b) All parking areas shall consist of off-street, on-site spaces and shall include designated spaces for the handicapped and elderly.
- (c) Refer to Section 305 for additional off-street parking requirements.

## 608.9 SETBACK, LANDSCAPING AND BUFFERING ADJACENT TO RESIDENTIAL AREAS

- (a) Where a lot is contiguous to property located in any residential district, all buildings shall have a minimum setback of forty (40) feet from common property lines. (5/94)
- (b) A landscaped buffer strip of fifteen (15) feet in width shall be provided, with landscape materials and placement subject to final plan approval. This buffer strip may be reduced to ten (10) feet with suitable fencing, but in such cases fence design shall be subject to final plan approval. (5/94)

## 608.10 STORAGE OF GOODS, MATERIALS, FUEL AND REFUSE

- (a) The outdoor area devoted to storage, loading and display of goods shall be limited to that area so designated on an approved site plan.
- (b) Any establishment involved with the storage of fuel for sale, or for other purposes, shall be permitted only if the fuel is stored underground, except where otherwise permitted under provisions granted and stipulations required by special use permit by the Town Council.
- (c) ~~All refuse shall be contained in completely enclosed facilities and shall be screened.~~

## 608.11 STREET ENTRANCES

- (a) On a corner lot, no street entrance shall be located closer than sixty (60) feet to the curb line extended from the intersecting street.
- (b) No street entrance shall be located closer than thirty (30) feet to a side or rear lot line, unless a common street entrance serves adjacent uses, and in no instance shall the distance between separate street entrances serving adjacent uses be less than sixty (60) feet.
- (c) A freestanding use shall have no more than two (2) street entrances on any single right-of-way, and such street entrances shall have a minimum distance of sixty (60) feet between them. The maximum width of such curb cuts shall not exceed thirty (30) feet.

Section 608 Commercial (C-2) District

## 608.12 GENERAL REGULATIONS

- (a) All uses shall be subject to final site plan approval.
- (b) Refer to Section 306 for off-street loading requirements.
- (c) Refer to Sections 301-304 for general regulations and other provisions which may supplement those cited herein.
- (d) Refer to specific Overlay Zoning Districts, where applicable.

Section 609 Industrial (L-1) District**SECTION 609 L-1 INDUSTRIAL DISTRICT****609.1 PURPOSE AND INTENT**

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

**609.2 PERMITTED USES (12/94)**

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

Section 609 Industrial (L-1) District

- (s) Welding shops
- (t) Craft beverage manufacturing (03/18)

**609.3 SPECIAL PERMIT USES**

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

**609.4 PROHIBITED USES**

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

- (a) Asphalt mixing plants
- (b) Blast furnaces
- (c) Boiler works
- (d) Bulk storage of flammable materials
- (e) Coal, wood or wood distillation
- (f) Concrete mixing and batching products
- (g) Extraction or mining of rocks and minerals
- (h) Garbage incineration
- (i) Junk yards
- (j) Landfills
- (k) Manufacture of ammonia, chlorine, fertilizer, lime, cement, fireworks, explosives, soaps, acids, pesticides, herbicides or insecticides
- (l) Metal foundries and smelting
- (m) Petroleum, asphalt or related product refining
- (n) Rendering plants
- (o) Slaughterhouses
- (p) Stockyards

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- (q) Tanning and curing of skins
- (r) Any other similar use which in the opinion of the Town Council might be injurious or noxious by reason of odor, fumes, dust, smoke, vibration, noise or other cause

**609.5 MAXIMUM LOT COVERAGE**

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

**609.6 MINIMUM DISTRICT SIZE**

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

**609.7 LOT SIZE REQUIREMENTS AND BULK REGULATIONS**

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

**609.8 OPEN SPACE**

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

**609.9 PARKING, PARKING ACCESS AND DRIVEWAYS**

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

**609.10 SETBACK, BUFFERING AND LANDSCAPING**

- (a) Where an L-1 lot is contiguous to property located in a district other than an L-1, I, C-1 or C-2 District, all buildings shall have a minimum 60-foot setback from lot lines. In particular instances the Town Council may waive the 60-foot setback requirement, upon recommendation from the Planning Commission. (5/94)
- (b) Where an L-1 lot is contiguous to property located in a district other than an L-1, I, C-1 or C-2 District, a landscaped buffer strip of 30 feet in width shall be provided,

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with landscape materials and placement subject to final plan approval. Where contiguous to a C-1 or C-2 District property, the landscaped buffer strip shall be 15 feet. Approved fencing or additional buffering may be used in lieu of landscaping.  
(5/94)

**609.11 STORAGE OF GOODS, MATERIALS, FUEL AND REFUSE**

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

**609.12 STREET ENTRANCES**

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

**609.13 SITE PLAN REQUIREMENTS AND PERFORMANCE STANDARDS**

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

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## 609.14 ADDITIONAL REQUIREMENTS

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

Section 610 Business Commercial (BC) District**(3/92) SECTION 610 BC BUSINESS COMMERCIAL****610.1 PURPOSE AND INTENT**

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

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

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

**610.2 PERMITTED USES**

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

Section 610 Business Commercial (BC) District

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

**610.3 SPECIAL PERMIT USES**

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

**610.4 MAXIMUM DENSITY**

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

**610.5 MINIMUM DISTRICT SIZE**

Minimum District size is four (4) acres.

**610.6 LOT REQUIREMENTS**

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

**610.7 BUILDING HEIGHT AND SETBACK REGULATIONS**

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

**610.8 OPEN SPACE**

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

Section 610 Business Commercial (BC) District

610.9 ADDITIONAL REGULATIONS

(a) Parking, Streets and Access

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

(b) Buffering and Landscaping

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

(c) Storage of Materials and Refuse

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

(d) Uses, Facilities and Improvements

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

(e) Site Plan

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

Section 610 Business Commercial (BC) District

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

Section 611 Business (B) District**SECTION 611 BUSINESS (B) DISTRICT****611.1 PURPOSE AND INTENT**

The Business (B) District is established to provide locations for a broad range of general business activities, particularly employment-related businesses, in a business park setting in the precincts of the Berryville Area Plan. The B District is established to encourage innovative design of employment related development; to these ends, development under this district will be permitted only in accordance with a site plan. The B District is intended to provide business "incubator" locations that allow one or more small businesses to operate in one or more buildings under common ownership.

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

**611.2 PERMITTED USES**

- (a) Antique sales (indoor only)
- (b) Auctions establishments (indoor only)
- (c) Automobile service and repair establishments (including gas stations) provided that all repair of vehicles takes place in a fully enclosed building
- (d) Bakeries (with retail sales as provided in Section 611.2(w) below) (12/94)
- (e) Broadcast stations, studios, and offices for radio and television
- (f) Churches and other places of worship
- (g) Cleaning of carpets and rugs
- (h) Clubs or lodges (including civic and public benefit organizations)
- (i) Conference centers
- (j) Contractors' establishments
- (k) Financial institutions (with or without drive-through windows)
- (l) Government and other public buildings (including police, fire, library, museum and postal facilities; excluding retail and service uses, except as provided in Section 611.2(w))
- (m) Machinery sales and service
- (n) Manufacturing, processing, assembly or repair activities that are not objectionable because of smoke, odor, dust or noise, or result in air or water pollution levels above any local, State or Federal regulations (12/94)
- (o) Medical care facilities, licensed
- (p) Mini-storage facilities (indoor only)
- (q) Offices, business or professional
- (r) Plant nurseries
- (s) Printing and publishing
- (t) Public utilities and related easements
- (u) Recreation facilities (indoor or outdoor), parks, playgrounds, fairgrounds, etc.
- (v) Restaurants with or without drive-through

Section 611 Business (B) District

- (8/01) (w) Retail stores and shops as an accessory use to the primary permitted use on the parcel, provided:
  - (1) the retail store or shop is directly related, ancillary, subordinate, and incidental to the primary permitted use;
  - (2) the gross floor area of the retail store or shop (excluding storage) does not exceed 10% of the gross floor area of the primary permitted use;
  - (3) the gross floor area of the retail store or shop (excluding storage) does not occupy more than 1,500 square feet; and
  - (4) the gross floor area for storage related to the retail store or shop does not exceed 500 square feet.
- (x) Schools, public and private, academic and vocational
- (y) Warehousing and distribution establishments
- (z) Wholesale trade and distribution establishments
- (aa) Veterinary hospitals (small animals), exclusive of outdoor boarding kennels

611.3 SPECIAL PERMIT USES

- (a) Day care centers
- (b) Pharmaceutical centers (5/06)
- (c) Scientific research and development establishments
- (d) Lumber yards and building materials establishments

611.4 MAXIMUM DENSITY

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

611.5 MINIMUM DISTRICT SIZE

Minimum district size: four (4) acres

611.6 LOT REQUIREMENTS

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

611.7 BUILDING HEIGHT AND SETBACK REGULATIONS

- (a) Maximum building height: 40 feet
- (b) Minimum yard requirements
  - (1) Front yard: 40 feet
  - (2) Side yard: 25 feet (40 feet on lot)
  - (3) Rear yard: 25 feet
  - (4) Rear yard requirements may be reduced where that rear yard abuts a railroad right-of-way.
  - (5) Where a lot is contiguous to property located in any residential district, all buildings shall have a minimum setback of forty (40) feet from common property lines.

611.8 OPEN SPACE

- (a) A landscape and buffer plan shall be submitted with any application for site plan approval.
- (b) Fifteen (15) percent of the gross site area shall be landscaped open space.

Section 611 Business (B) District

## 611.9 ADDITIONAL REGULATIONS

(a) Parking, Streets and Access

- (1) All parking requirements shall be met by off-street, on-site spaces and shall include designated spaces for the handicapped.
- (2) The location, spacing and number of private driveway entrances shall comply with Virginia Department of Transportation standards and shall be subject to final site plan approval.
- (3) Off-street parking spaces shall be accessed via private driveways and shall not be directly accessed from public rights-of-way.
- (4) Public streets within or immediately adjacent to the B Zoning District shall be constructed to industrial road standards if determined necessary by the administrative body. Sidewalks may be required on such street if determined necessary by the administrative body.

(b) Buffering and Landscaping

- (1) Where a parcel in the B District is contiguous to a residential zoning district, or a public right-of-way of sixty (60) feet or more, a landscaped buffer strip fifteen (15) feet wide shall be provided. Such a buffer strip shall include any combination of masonry or wooden walls or fences and/or evergreen shrubs that provide an opaque visual buffer at least six (6) feet high within six (6) months of occupancy of a parcel.
- (2) Where a parcel in the B District is contiguous to another non-residential zoning district, a landscaped buffer strip ten (10) feet in width shall be provided.
- (3) Landscape materials and their placement shall submit to final site plan approval. With the approval of the administrative body, walls, fences, or wider buffer strips may be used in lieu of landscaping.
- (4) Common property ownership agreements and covenants shall be reviewed and approved by the administrative body.

(c) Storage of Materials and Refuse

- (1) ~~All refuse containers shall be screened by a solid and opaque wall or fence.~~
- (2) Any establishment involved with the storage of any fuel for sale, for on-site use, or for any other purposes, shall be permitted only if the fuel is stored underground, except where otherwise permitted under provisions granted and stipulations required by the administrative body.
- (3) The outdoor area devoted to storage, loading and display of goods shall be limited to that area so designated on an approved site plan.
- (4) Outdoor storage for any use in the B zoning district shall be completely enclosed within solid and opaque masonry, metal or wooden fences at least six (6) feet in height.
- (5) No material or equipment within an outdoor storage area shall be visible from any public right-of-way or any parcel in a residential zoning district.

(d) Uses, Facilities and Improvements

- (1) All business activities shall be conducted within the principal structure, which is to be completely enclosed.
- (2) Signage, mailboxes, site lighting and architectural materials shall be provided and installed by the property's owner-developer and shall be consistent and compatible with the scale and character of the development.

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- (3) Private streets, street lighting, sidewalks, curbing and gutters, and parking bays shall be constructed to standards specified by the administrative authority or its agent.
- (e) Site Plan
- (1) A site plan that shall govern all development shall be submitted for approval.
- (2) Site plans shall include provisions for:
- (A) Adequate public facilities;
  - (B) development phasing;
  - (C) stormwater management facilities to address the ultimate development coverage within the district;
  - (D) lighting and signing;
  - (E) building placement and lot configuration; and
  - (F) other special site features and land use considerations deemed necessary to serve the district.
- (3) Any site plan application which is not in strict conformance with the pre-existing approved site plan for the district shall require an amendment to that site plan and preliminary plat prior to site plan approval of the specific use.
- (4) All uses shall be subject to final site plan approval.

Section 612 Business Park (BP) District**SECTION 612 BI BUSINESS INDUSTRIAL (Deleted 7/99)****SECTION 612 BUSINESS PARK (BP) (Adopted 7/99)****612.1 INTENT**

The Business Park (BP) District is established to provide locations within the Berryville Area for a broad range of light industrial and business uses. Such uses should be capital intensive (rather than labor intensive), having a significant investment in machinery and tools that should generate maximum revenue for local government. Such uses should promote horizontal and vertical integration of industrial and business activities, so that new businesses enhance and expand the base of existing businesses. All uses shall be in harmony with the cultural and environmental character of the Berryville Area and conform to all Federal, State, and local environmental performance standards. Transportation and site planning of all land uses shall have the goal of minimizing traffic congestion. The application of this district is intended for those locations within the Berryville Area which are planned for Light Industrial/Research uses.

The following list of Permitted Uses, Accessory Uses, Uses allowed by Special Permit, and Prohibited Uses comprehensively addresses every use defined by the North American Industrial Classification System (NAICS) Codes as contained in the NAICS Manual, U.S. Office of Management and Budget, 1997. This Manual shall be used to define the uses listed and assist in the determination of the status of proposed uses. The three-, four-, or five-digit categories listed below include all sub-categories except as noted; for example, 3121 includes 31211, 312111, but does not include 3122.

**612.2 PERMITTED USES**

The following uses are permitted by right unless subsequently listed as an Accessory Use, a Use allowed by Special Permit, or as a Prohibited Use.

NAICS Code

(a)	22112	Utilities - Electric Power Transmission, Control, & Distribution
(b)	2212	Natural Gas Distribution
(c)	2213	Water, Sewage, & Other Systems
(d)	233	Building, Developing & General Contracting
(e)	234	Heavy Construction
(f)	235	Special Trade Contractors
(g)	311	Food Manufacturing (except 3116 Animal Slaughtering & Processing and 3117 Seafood Product Preparation & Packaging)
(h)	3121	Beverage Manufacturing
(i)	314	Textile Product Mills
(j)	315	Apparel Manufacturing
(k)	316	Leather and Allied Product Manufacturing (except 3161 Leather & Hide Tanning & Finishing)
(l)	321	Wood Product Manufacturing (except 3211 Sawmills & Wood Preservation)
(m)	3222	Converted Paper Product Manufacturing
(n)	323	Printing & Related Support Activities
(o)	3261	Plastics Product Manufacturing

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- (p) 332 Fabricated Metal Product Manufacturing (except 3328 Coating/Engrave/Heat Treating & Other Activity and 33292,3,4,5 Small Arms Ammunition, Other Ammunition, Small Arms, and Other Ordnance & Accessories Manufacturing)
- (q) 334 Computer & Electronic Product Manufacturing
- (r) 335 Electrical Equipment, Appliance, & Component Manufacturing (except 335911 Storage Battery and 335912 Primary Battery Manufacturing)
- (s) 337 Furniture and Related Products Manufacturing
- (t) 339 Miscellaneous Manufacturing
- (u) 421 Wholesale Trade, Durable Goods (except 42152 Coal & Other Mineral & Ore Wholesale)
- (v) 422 Wholesale Trade, Non-durable Goods (except 42244 Poultry & Poultry Product Wholesale, 42252 Livestock Wholesale, 4226 Chemical & Allied Products Wholesale and 4227 Petroleum & Petroleum Products Wholesale)
- (w) 454 Non-store Retailers
- (x) 4885 Freight Transportation Arrangement
- (y) 488991 Packing & Crating
- (z) 493 Warehousing & Storage
- (aa) 511 Publishing Industries
- (bb) 512 Motion Picture & Sound Recording Industries
- (cc) 513 Broadcasting & Telecommunications
- (dd) 514 Information & Data Processing Services
- (ee) 5324 Commercial/Industrial Equipment Rental & Leasing
- (ff) 5417 Scientific Research and Development Services
- (gg) 561 Administrative & Support Services (except 5615 Travel Arrangement & Reservation Services)
- (hh) 811 Repair & Maintenance

612.3 **ACCESSORY USES**

Uses that are customarily accessory and clearly incidental and subordinate to the permitted uses:

NAICS Code

- (a) 6244 Child Day Care Services
- (b) 7222 Limited Service Eating Places

612.4 **SPECIAL PERMIT USES**NAICS Code

- (a) 3116 Animal Slaughtering & Processing
- (b) 3117 Seafood Product Preparation & Packaging
- (c) 321114 Wood Preservation
- (d) 3254 Pharmaceutical & Medicine Manufacturing
- (e) 32591 Printing Ink Manufacturing
- (f) 327991 Cut Stone & Stone Product Manufacturing
- (g) 333 Machinery Manufacturing

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(h)	336	Transportation Equipment Manufacturing
(i)	484	Truck Transportation
(j)	6215	Medical & Diagnostic Laboratories
(k)	81233	Linen & Uniform Supply
(l)	71394	Recreation, commercial indoor (06/10)
(m)	424710	Petroleum Bulk Stations and Terminals* (9/12)

## 612.5

## PROHIBITED USES

Uses not listed above (either as permitted uses, accessory uses, or special permit uses) are prohibited, specifically including the following:

NAICS Code

(a)	11	Agriculture, Forestry, Fishing, & Hunting
(b)	21	Mining
(c)	2211	Electric Power Generation
(d)	3122	Tobacco Manufacturing
(e)	313	Textile Mills
(f)	3161	Leather & Hide Tanning & Finishing
(g)	3211	Sawmills & Wood Preservation
(h)	3221	Pulp, Paper & Paperboard Mills
(i)	324	Petroleum & Coal Products Manufacturing
(j)	325	Chemical Manufacturing
(k)	3262	Rubber Product Manufacturing
(l)	327	Nonmetallic Mineral Product Manufacturing (except 327991 Cut Stone & Stone Product Manufacturing)
(m)	331	Primary Metal Manufacturing
(n)	3328	Coating/Engraving/Heat Treating & Other Activity
(o)	33292	Small Arms Ammunition Manufacturing
(p)	33293	Ammunition (excluding Small Arms) Manufacturing
(q)	33294	Small Arms Manufacturing
(r)	33295	Other Ordnance & Accessories Manufacturing
(s)	335911	Storage Battery Manufacturing
(t)	335912	Primary Battery Manufacturing
(u)	42152	Coal & Other Mineral & Ore Wholesale
(v)	42244	Poultry & Poultry Product Wholesale
(w)	42252	Livestock Wholesale
(x)	4226	Chemical and Allied Products Wholesale
(y)	4247	Petroleum & Petroleum Products Merchant Wholesalers except 42471 Petroleum Bulk Stations and Terminals* (9/12)
(z)	441	Motor Vehicle & Parts Dealers
(aa)	442	Furniture & Home Furnishings Stores
(bb)	443	Electronics & Appliance Stores
(cc)	444	Building Material & Garden Equipment and Supply Dealers
(dd)	445	Food & Beverage Stores
(ee)	446	Health & Personal Care Stores
(ff)	447	Gasoline Stations
(gg)	448	Clothing & Clothing Accessories Stores
(hh)	451	Sporting Goods, Hobby, Book & Music Stores
(ii)	452	General Merchandise Stores

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(jj)	453	Miscellaneous Store Retailers
(kk)	481	Air Transportation
(ll)	482	Rail Transportation
(mm)	483	Water Transportation
(nn)	485	Transit & Ground Passenger Transportation
(oo)	486	Pipeline Transportation
(pp)	487	Scenic & Sightseeing Transportation
(qq)	488	Transportation Support Activities (except 4885 Freight Transportation Arrangement and 488991 Packing & Crating)
(rr)	491	Postal Service
(ss)	492	Couriers & Messengers
(tt)	521	Monetary Authorities - Central Bank
(uu)	522	Credit Intermediation & Related Activities
(vv)	523	Security, Commodity Contracts & Like Activity
(ww)	524	Insurance Carriers & Related Activities
(xx)	525	Funds, Trusts & Other Financial Vehicles
(yy)	531	Real Estate
(zz)	5321	Automotive Equipment Rental & Leasing
(aaa)	5322	Consumer Goods Rental
(bbb)	5323	General Rental Centers
(ccc)	533	Lessors of Other Non-financial Intangible Asset
(ddd)	541	Professional, Scientific & Technical Services
(eee)	551	Management of Companies & Enterprises
(fff)	5615	Travel Arrangement & Reservation Services
(ggg)	562	Waste Management & Remediation Services
(hhh)	611	Educational Services
(iii)	621	Ambulatory Health Care Services
(iii)	622	Hospitals
(kkk)	623	Nursing & Residential Care Facilities
(iii)	624	Social Assistance
(mmm)	711	Performing Arts, Spectator Sports & Related Industries
(nnn)	712	Museums, Historical Sites & Like Institutions
(ooo)	713	Amusement, Gambling & Recreation Industries
(ppp)	721	Accommodation
(qqq)	722	Food Services & Drinking Places
(rrr)	812	Personal & Laundry Services
(sss)	813	Religious, Grant-making, Professional, and Like Organizations
(ttt)	814	Private Households
(uuu)	921	General Government Administration
(vvv)	922	Justice, Public Order & Safety Activities
(www)	923	Administration of Human Resource Programs
(xxx)	924	Administration of Environmental Quality Programs
(yyy)	925	Administration of Housing, Urban Planning, Community Development
(zzz)	926	Administration of Economic Programs
(aaaa)	927	Space Research & Technology
(bbbb)	928	National Security & International Affairs

\*Reflects 2007 NAICS Code (replaces 1997 NAICS Code 4227) (9/12)

Section 612 Business Park (BP) District

## 612.6 MAXIMUM DENSITY

The maximum floor area ratio shall not exceed 0.35, based on net developable area of lot.

## 612.7 LOT SIZE REQUIREMENTS

- |     |                        |                    |
|-----|------------------------|--------------------|
| (a) | Minimum district size: | Not regulated      |
| (b) | Minimum lot area:      | 60,000 square feet |
| (c) | Minimum lot width:     | 100 feet           |

## 612.8 BULK REGULATIONS

- |     |  |         |
|-----|--|---------|
| (a) | Maximum building height:   | 40 feet |
| (b) | Minimum yard requirements  |         |
|     | (1) Front yard:  | 40 feet |
|     | (2) Side yard:   | 25 feet |
|     | (3) Rear yard:   | 25 feet |
|     | (4) Side and rear yard requirements may be waived where that side or rear yard abuts a railroad right-of-way.  |         |
|     | (5) Where a lot is contiguous to property located in any zoning district whose permitted uses are not of a business, office, commercial, or industrial nature, all buildings shall have a minimum setback of sixty (60) feet from common property lines. |         |

## 612.9 OPEN SPACE

- |     |  |
|-----|--|
| (a) | An open space plan and landscape design program shall be submitted with applications for any land use governed by this district. |
| (b) | Fifteen (15) percent of the site shall be landscaped open space.   |

## 612.10 ADDITIONAL REGULATIONS

- |     |   |
|-----|---|
| (a) | <u>Parking</u>  |
|     | (1) All parking requirements shall be met by off-street, on-site spaces and shall include designated spaces for the handicapped.  |
|     | (2) The location, spacing, and number of private driveway entrances shall comply with Virginia Department of Transportation standards and shall be subject to final site plan approval.   |
|     | (3) Off-street parking spaces shall be accessed via private driveways and shall not be directly accessed from public rights-of-way.   |
|     | (4) Public streets within or immediately adjacent to the BP zoning district shall be constructed to industrial road standards if determined necessary by the administrative body. Sidewalks may be required on such streets if determined necessary by the administrative body. |
| (b) | <u>Buffering and Landscaping</u>  |
|     | (1) Where a parcel in the BP district is contiguous to property located in any residential or institutional district, a landscaped buffer strip of twenty-five (25) feet in width shall be provided.  |
|     | (2) Where a lot is contiguous to property located in any business, office, or commercial district, a landscaped buffer strip of ten (10) feet in width shall be provided.   |

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- (3) Where a lot is contiguous to property located in any industrial district, a landscaped buffer strip of five (5) feet in width shall be provided.
  - (4) Landscape materials and placement subject to site plan approval in all landscaped buffer strips.
- (c) Storage of Materials and Refuse
- (1) ~~All refuse containers shall be screened by a solid and opaque wall or fence.~~
  - (2) Any establishment involved with the storage of fuel for sale, or for other purposes, shall be permitted only if the fuel is stored underground, except as otherwise approved by the Town of Berryville by Special Use Permit.
  - (3) The outdoor area devoted to storage, loading, and display of goods shall be limited to that area so designated on an approved site plan.
  - (4) All equipment and materials shall be contained entirely within a building or screened from public rights-of-way and contiguous parcels, which are zoned for residential or institutional uses:
- (d) Site Plans and Special Use Permits
- (1) All uses shall be subject to final site plan approval.
  - (2) Final site plans shall include a report indicating compliance with any locally adopted performance standards and land use criteria.
  - (3) Applications for all uses subject to special use permits shall be accompanied by an environmental impact assessment addressing land use compatibility issues related to locally adopted performance standards.
  - (4) Any BP Business Park District land use application which is not in strict conformance with the pre-existing approved master site plan and preliminary plat for the district shall require an amendment to that master site plan and preliminary plat prior to site plan approval of the specific use.
  - (5) Site plans for development in BP Business Park District shall include provisions for (a) adequate public facilities, (b) development phasing, (c) stormwater management facilities to address the ultimate development coverage within the district, (d) lighting and signing, and (e) other special site features and land use considerations deemed necessary to serve the industrial district.
- (e) Covenants
- (1) Common property ownership agreements and covenants for BP Business Park District developments shall be reviewed and approved by the governing body or its agent.

Section 613 Institutional (ITL) District**SECTION 613 - INSTITUTIONAL (ITL)****613.1 PURPOSE AND INTENT**

The Institutional District (ITL) is created to identify locations for municipal government properties and land uses (both Town, County, State and/or Federal), semi-public uses, residential uses serving general public purpose, and natural open space resources deemed necessary in providing areas for "passive" and "active" recreational areas within the precincts of the Berryville Area Plan. This district is established to clearly identify these lands and to distinguish them from other areas of the Berryville Area which are held appropriate for private urban land uses. Lands in this designation are primarily intended for governmental agency use and mixed-use (public/private) orientations.

The application of this district is intended for those areas within the Berryville Area which are planned for institutional uses.

**613.2 PERMITTED USES**

- (a) Agricultural, horticultural and farming uses
- (b) Cemeteries
- (c) Day care centers
- (d) Churches and other places of worship
- (e) Clubs or Lodges (including civic and public benefit organizations)
- (f) Government and other public buildings (including police, fire, library, museum, and postal facilities)
- (g) Public utilities uses (sub-stations, pump stations, storage tanks, railroad sidings, etc.) and related easements
- (h) Recreation facilities (indoor or outdoor), parks, playgrounds, fairgrounds, etc.
- (i) Schools, public or private

**613.3 SPECIAL PERMIT USES**

- (a) Conference centers and retreat houses
- (b) Hospitals and medical care facilities
- (c) Housing for low- and moderate- income households
- (d) Sports arenas or stadiums as a principal use

**613.4 LOT SIZE, HEIGHT AND BULK REQUIREMENTS**

- (a) When the lot size, height, bulk and setbacks are not explicitly addressed in the Additional Regulations section below, then non-residential uses shall comply with all the requirements of the Business Commercial BC District for conventional lots, including those for lot size, bulk, density, height and open space. Residential uses shall comply with all requirements of the Attached Residential AR District.
- (b) All residential buildings shall be located not closer than one-hundred (100) feet from a railroad right-of-way.

Section 613 Institutional (ITL) District

## 613.5 OPEN SPACE

- (a) An open space plan and landscape design program shall be submitted with applications for any land use governed by this district.

## 613.6 ADDITIONAL REGULATIONS

(a) General Regulations

- (1) All uses shall be subject to site plan review.
- (2) Applications for residential uses shall be submitted with copies of deed covenants with prospective purchasers, or conservation easements with the Town and/or County, describing land management practices to be followed by which ever party or parties are responsible for regular maintenance, mowing or gardening.

(b) Additional Standards for Child Care Centers and Nursery Schools

- (1) The minimum lot area shall be of such size that one-hundred (100) square feet of usable outdoor recreation area shall be provided for each child that may use the space at any one time. Such area shall be delineated on a plat submitted at the time the application is filed.
- (2) The usable outdoor recreation area shall be limited to:
- That area not covered by buildings or required off-street parking spaces.
  - That area outside the limits of the required front yard
  - Only that area which is developed for active outdoor recreation purposes.
  - An area which occupies no more than eighty (80) percent of the combined total areas of the required rear and side yards.
- (3) All such uses shall be located so as to have direct access to an existing or programmed public street of sufficient right-of-way and cross section width to accommodate pedestrian and vehicular traffic to and from the use as determined by the administrative body. To assist in making this determination, each applicant, at the time of application, shall provide an estimate of the maximum expected trip generation, the distribution of these trips by mode and time of day, and the expected service area of the facility.
- (4) All such uses shall be located so as to permit the pick-up and delivery of all persons on the site.

(c) Additional Standards for Public Uses

- (1) For public uses, a certified copy of the law, ordinance, resolution or other official act adopted by the governmental entity proposing the use, authorizing the establishment of the proposed use at the proposed location, shall be provided.
- (2) For public uses, a statement by an official or officer of the governmental body shall be presented giving the exact reasons for selecting the particular site as the location for the proposed facility.
- (3) For public uses, it shall be concluded that the proposed location of the use is necessary for the rendering of efficient governmental services to residents of properties within the Town of Berryville and the County of Clarke.

Section 613 Institutional (ITL) District

- (d) Additional Standards for Public or Private Schools
- (1) Two-hundred (200) square feet of usable outdoor recreation area shall be provided for each child in grades K-3 that may use the space at any one time, and
  - (2) Four-hundred thirty (430) square feet of usable outdoor recreation area shall be provided for each child in grades 4-12 that may use the space at any one time.
  - (3) Such usable outdoor recreation area shall be delineated on a plat submitted at the time the application is filed.
  - (4) For the purpose of these open space provisions, usable outdoor recreation shall be limited to:
    - a. That area not covered by buildings or required off-street parking spaces.
    - b. That area outside the limits of the required front yard.
    - c. Only that area which is developed for active outdoor recreation purposes.
    - d. An area which occupies no more than eighty (80) per cent of the combined total areas of the required rear and side yards.
- (e) Additional Standards for Conference Centers and Retreat Houses
- (1) No building shall be located closer than fifty (50) feet to any street right-of-way line.
  - (2) No building shall be located closer than one-hundred (100) feet to any lot line which abuts a residential district.
- (f) Additional Standards for Hospitals and Medical Care Facilities
- (1) All applications for medical care facilities shall be filed at the same time as the application for a State Medical Facilities Certificate of Public Need.
  - (2) In the governing body's granting of an approval to the applicant, in addition to the information provided by the applicant, the governing body may solicit information and comment from such providers and consumers of health planning organizations as may seem appropriate, provided that the governing body shall not be bound by any such information or comment.
  - (3) No such use shall be located on a lot containing less than five (5) acres.
- (g) Additional Standards for Housing Low- to Moderate- Income Households
- (1) Such housing shall be occupied only by households having an income not greater than eighty (80) percent of the median household income in Clarke County.
  - (2) Such housing may be in the form of Multifamily, Attached Single-Family, or Detached Single-Family.
  - (3) All requirements for such housing including uses, density, lot size, bulk, height, setbacks and open space, shall be those found in the AR Residential Zoning District with the following requirements for Multi-family development:
 

(a) Maximum Density:	12 units per net developable acre
(b) Minimum District Size:	3 acres

Section 613 Institutional (ITL) District

- (c) Bulk and Open Space Regulations for Multifamily structures:
- (1) Maximum building height: 35 feet
  - (2) Minimum yard requirements
    - (i) Front: 25 feet
    - (ii) Side: 25 feet
    - (iii) Rear: 45 feet
  - (3) Minimum building separation between multifamily structures on the same parcel: 25 feet
  - (4) Forty (40) percent of the site shall be open space.
  - (5) Such housing for the elderly (62 or older, or handicapped and 55 or older) may include general nursing facilities designed solely for the residents as an accessory use.
  - (6) All facilities of the development shall be solely for the use of the residents, employees and invited guests, but not for the general public.

Section 614 Older Person Residential (OPR) District

**SECTION 614 - OLDER PERSON RESIDENTIAL (OPR)**

**614.1 PURPOSE AND INTENT**

The Older Person Residential (OPR) District is created to provide for residential, office, and service uses for people over 55 years old at locations compatible with the Comprehensive Plan's goals for residential development in the Town of Berryville and within the preducts of the Berryville Area Plan. Maximum densities are established in this district to allow the various types of uses at a scale compatible with the general character of the Town and the nature of the uses. This district may be applied to development with the intent of preserving natural features and vegetation, promoting excellence in site planning and landscape design, and encouraging development with compatible scale, materials and architectural character. Development in the OPR District shall be sensitive to land physiography, provision of adequate public infrastructure, and development of high-quality transportation improvements while achieving optimal siting of dwellings, services, recreation areas, community facilities, and open space.

**614.2 PERMITTED USES**

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

**614.3 SPECIAL PERMIT USES**

- (a) Day care centers
- (b) Government and other public buildings (including police, fire, library, museum, and postal facilities)
- (c) (Deleted 2016)
- (d) (Deleted 2010)
- (e) Medical care facilities, licensed
- (f) Places of worship
- (g) Schools, public and private, including nurseries, playgrounds, and related uses

Section 614 Older Person Residential (OPR) District

614.4 AGE REQUIREMENT

An age restriction enforcement plan shall be submitted with each subdivision or site plan application so as to ensure that all occupants of dwelling units conform to the age restrictions established for Housing for Older Persons. Such enforcement plans shall include:

- (a) the covenants, management regulations, or other similar legal instruments with enforcement by the property owner, homeowners association, or other private entity;
- (b) the identity of the private entity which shall be held responsible for any violation of the age restrictions for Housing for Older Persons;
- (c) a provision for an annual report to the Town of Berryville as to age status of the occupants of each unit; and
- (d) a provision which states that no person under nineteen (19) years of age shall reside in any unit for more than ninety (90) days in any calendar year.

614.5 MAXIMUM DENSITY

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

614.6 MINIMUM DISTRICT SIZE

Minimum district size: three (3) acres

614.7 MAXIMUM BUILDING HEIGHT

Maximum building height: forty (40) feet

614.8 REGULATIONS FOR SINGLE FAMILY DETACHED DWELLINGS

- (a) Minimum lot size: 7,500 square feet
- (b) Minimum lot width: 60 feet
- (c) Minimum yard requirements
  - (1) Front Yard: 20 feet
  - (2) Side yard: 10 feet, except for corner lots, the side yard facing the side street shall be 20 feet or more for both main and accessory buildings
  - (3) Rear yard: 40 feet
- (d) Accessory structures of less than 150 square feet: 5 feet from side and rear lot lines

Section 614 Older Person Residential (OPR) District

- (e) Parking Requirements The number of required off-street parking spaces shall be a total of 2 per unit.

ADD SECTION

614.9 REGULATIONS FOR TWO FAMILY DETACHED (DUPLEX) DWELLINGS

- (a) Minimum lot size: 10,000 square feet for total duplex structure  
4,500 square feet each separate unit within a duplex
- (b) Minimum lot width: 75 feet per duplex structure  
35 feet for each unit of a duplex.
- (c) Minimum yard requirements  
Front yard: 20 feet  
Side yard: 10 feet, except for corner lots, the side yard facing the side street shall be 20 feet or more for both main and accessory buildings.  
Rear yard: 40 feet
- (d) Accessory structures of less than 150 square feet: 5 feet from side and rear lot lines
- (e) Where a lot is to be subdivided into individual lots for the sale of single-family attached units, lot lines shall conform with party wall centerlines.
- (f) Maximum lot coverage: 35 percent
- (g) Open Space Requirements  
1. An open space plan shall be submitted with a subdivision application.  
2. At least 10% of the net site area shall be open space dedicated to common usage and ownership.  
3. Refer to Section 615.2 regarding critical environmental area and open space requirements
- (h) Parking Requirements  
The number of required off-street parking spaces shall be a total of 2 per unit.

614.10 REQUIREMENTS FOR SINGLE FAMILY ATTACHED DWELLINGS (TRIPLEX & QUADPLEX AND TOWNHOUSES, 5 TO 8 UNITS PER STRUCTURE)

- (a) Minimum lot area per dwelling  
Interior lot: 2,000 square feet  
Corner lot: 2,400 square feet  
Condominium: Not regulated
- (b) Minimum lot width  
Interior lot: 20 feet  
Corner lot: 35 feet  
Condominiums: subject to site plan review and applicable performance zoning criteria
- (c) Minimum yard requirements  
Front yard: 15 feet  
Side yard: 15 feet  
Rear yard: 30 feet
- (d) No side yard requirement shall be applied where dwellings share a party wall.
- (e) Accessory structures of less than

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- 150 square feet: 5 feet from side and rear lot lines.
- (f) Where a lot is to be divided into individual lots for the sale of single family attached dwelling units:
1. Lot lines shall conform with party wall centerlines.
  2. Privacy yard, having a minimum of two hundred (200) square feet, shall be provided on each lot.
  3. Privacy yards shall include screening, fencing, patio paving and/or special landscaping treatment.
- (g) Open Space Requirements
1. An open space plan shall be submitted with a site plan application.
  2. 25% of the net site area shall be open space dedicated to common usage and ownership.
  3. At least 20% of the required open space (5% of the net site area) shall be designed and developed as recreational and active community open space.
  4. Refer to Section 615.2 regarding critical environmental area and open space requirements.
- (h) Site Plan Requirements
1. A site plan, which shall govern all development, shall be submitted for approval per Section 6.
  2. Site plans shall include provisions for:
    - A. Adequate public facilities, development phasing.
    - B. Storm water management facilities to address the ultimate development coverage within the district, lighting and signing.
    - C. Building placement and lot configuration, screening, buffering, and landscaping, and other special site features and land use considerations deemed necessary to serve the district.
    - D. Any site plan application which is not in strict conformance with a pre-existing approved master plan for the district shall require an amendment to that master plan and preliminary plat, if necessary, prior to site plan approval of the specific use.
    - E. All uses shall be subject to final site plan approval.
- (i) Parking and parking access
1. The number of required off-street parking spaces shall be a total of 1.5 per unit and shall be located not more than one hundred (100) feet from the individual dwelling served.
  2. Parking bays shall be no closer than twelve (12) feet to any adjoining property line.
  3. Off-street parking spaces shall be accessed via private driveways and shall not be directly accessed from public rights of way.
- (j) Driveways
1. Attached dwelling units shall have access to a private driveway with a minimum width of twenty-three (23) feet. The paved street shall be constructed according to Virginia Department of Transportation standards.
  2. No attached dwelling unit may be accessed directly from a public street unless approved by a special use permit.

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3. No private driveway shall be located within twelve (12) feet of any property line.
- (k) **Setback, yards, buffering, separation and grouping of units**
1. Where adjacent properties are zoned to a district other than the OPR District, all single family attached dwellings shall be set back at least forty (40) feet from the common property line(s).
  2. Where single family attached dwellings are adjacent to a private drive, parking area, and/or walkway intended for the common use of the development's occupants, there shall be a minimum building setback of 15 feet from that drive, area, and/or walk.
  3. Adjacent groupings of single family attached dwellings with their accompanying lots shall be separated from one another by a minimum of fifteen (15) feet. This separation shall allow an unobstructed fire lane on all sides of the structure.
  4. No more than four attached dwellings shall be included in any one physically contiguous grouping.
- (l) **Maintenance of improvements, covenants and required improvements**
1. All common improvements (including open space, recreational facilities, private streets, walkways, parking areas, and other community facilities) shall be maintained by and be the sole responsibility of the property owner until such time as the owner conveys such common area to a nonprofit (homeowner's) entity consisting of at least all of the individual owners of the dwelling units in the development.
  2. Deed restrictions and covenants shall be included with the conveyance to include, among other things, that assessments, charges and costs of maintenance of such common areas shall constitute a pro-rate share lien upon the individual dwelling lots, such lien inferior only to taxes and recorded trusts. Covenants shall specify the means by which the nonprofit entity shall govern and manage itself and maintain building exteriors, landscaping, lighting, recreation areas, walkways, parking areas, snow removal, and travel ways.
  3. All deed restrictions, covenants, nonprofit (homeowner's) entity incorporation documents, and information related to conveyance programs shall be submitted with the plat and plans, and reviewed by the Berryville Town Attorney.
- (m) **General Regulations**
1. ~~All refuse shall be contained in completely enclosed and screened facilities.~~
  2. On-site lighting, signing, and mailboxes shall be of compatible scale, materials, and colors to the primary structures.
- (n) **Condominiums**
1. Any condominium development under the Condominium Laws of Virginia shall be subject to the following provisions:
    - A. Minimum lot size and yard and open space requirements of the district shall be met as if lot lines existed.

Section 614 Older Person Residential (OPR) District

- B. A site plan shall be required and subject to review by the Berryville Area Development Authority. The site plan shall govern the location of all structures and improvements.
- C. Setbacks, density and other district provisions shall be met.

**614.11 REGULATIONS FOR MULTI-FAMILY AND NON-RESIDENTIAL USES:**

- (a) Maximum Floor Area Ratio (FAR): .60 of net developable area
- (b) Minimum lot area: 20,000 square feet
- (c) Minimum lot width: 100 feet
- (d) Minimum yard requirements
  - Front yard: 25 feet
  - Side yard: 25 feet
  - Rear yard: 25 feet
- (e) Where a lot is contiguous to a property located in any residential district, a public right of way with limited access or a railroad right of way, all buildings shall have minimum setback of forty (40) feet from common property lines.
- (f) Open Space
  - 1. A landscape and buffer plan shall be submitted with any application for site plan approval.
  - 2. At least twenty-five percent (25%) of the gross site area shall be landscaped open space.
  - 3. Refer to Section 615.2 regarding critical environmental area and open space requirements.
- (g) Site Plan Requirements
  - 1. A site plan, which shall govern all development, shall be submitted for approval per Section 6.
  - 2. Site plans shall include provisions for:
    - A. adequate public facilities, development phasing, stormwater management facilities to address the ultimate development coverage within the district, lighting and signing, building placement and lot configuration, screening, buffering, and landscaping, and other special site features and land use considerations deemed necessary to serve the district.
  - 3. Any site plan application which is not in strict conformance with a pre-existing approved master plan for the district shall require an amendment to that master plan and preliminary plat, if necessary, prior to site plan approval of the specific use.
  - 4. All uses shall be subject to final site plan approval.
- (h) Parking Access and Private Drives
  - 1. A minimum of one parking space per unit shall be provided and shall be located not more than one hundred (100) feet from the individual dwelling served.
  - 2. Off-street parking spaces shall be accessed via private driveways and shall not be directly accessed from public rights of way.
  - 3. Parking bays and private drives shall be no closer than twelve (12) feet to any adjoining property line.

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- (i) Buffering and Landscaping
1. Where a parcel is contiguous to a residential zoning district or public right of way with limited access, a landscaped buffer strip fifteen (15) feet in width shall be provided.
  2. Landscape materials and their placement shall be subject to final site plan approval. With the approval of the administrative body, walls, fences, or wider buffer strips may be used in lieu of landscaping.
- (j) Storage of Materials and Refuse
1. ~~All refuse containers shall be screened by a solid wall or fence.~~
  2. Any establishment involved with the storage of any fuel for sale, for on-site use, or for any other purposes, shall be permitted only if the fuel is stored underground, except where otherwise permitted under provisions granted and stipulations required by the administrative body.
  3. All storage shall be conducted within the principal structure, which is to be completely enclosed.
  4. There shall be no outdoor storage and/or display of goods, with the exception of retail display such as plant materials associated with nurseries.
- (k) Uses, Facilities, and Improvements
1. All business services (and storage) shall be conducted within the principal structure which is to be completely enclosed.
  2. Signing, mailboxes, site lighting and architectural materials shall be provided and installed by the property's owner-developer and shall be consistent and compatible with the scale and character of the development.
  3. Private driveways, street lighting, sidewalks, curbing and gutters, and parking bays shall be constructed to standards specified by the administrative authority or its agent.

# Memo

**To:** Town Council

**From:** Gregory C. Jacobs, Assistant Town Manager / Treasurer

**Date:** January 22, 2020

**Re:** Public Safety Committee Meeting January 27, 2020; Agenda item – RFP for Garbage, Refuse and Recyclable Collection

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## **Garbage, Refuse and Recyclable Collection contract RFP**

Heather is working on a rough draft / working template of the RFP for the new Garbage, Refuse and Recyclable Collection contract which will come due in June. The goal is to have a draft template and a list of concerns / talking points for a "RFP Work Session" so as to provide staff with guidance and direction.

We are including the current RFP and current Contract for your review to provide a baseline for our work session. At the end of each of these is a copy of the Town Code, Chapter 8 which deals with Garbage, Trash, Refuse and Recyclables.



**TOWN OF BERRYVILLE  
INVITATION FOR BIDS  
PART A: GARBAGE AND REFUSE COLLECTION/DISPOSAL  
PART B: RESIDENTIAL CURBSIDE RECYCLING COLLECTION SERVICE**

SECTION I: GENERAL INFORMATION AND TERMS OF SOLICITATION

1. INVITATION TO BID

The Town of Berryville, Virginia, is seeking two-part bid proposals from qualified contractors to provide regular collection and disposal of garbage and refuse and residential curbside collection of commingled recyclable materials for a thirty-six (36) month contract period beginning July 1, 2008. All offerors must submit Part A, Part B and Part C Proposals for acceptance by the town.

All Part A and Part B bids and Part C Additional Bid Items must be submitted on Bid Forms supplied by the Town of Berryville, and must be in accordance with all the bidding documents. Copies of Bid Documents may be obtained from the Town Office, 23 East Main Street, Berryville, Virginia, 22611, during the hours 8:30 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

Sealed Bids must be received by the Town of Berryville at the Town Office on or before 2:00 p.m. on Friday, April 25, 2008, at which time they will be publicly opened and read aloud. The envelope containing the Part A and Part B Bids must be sealed and clearly marked **“BERRYVILLE - Bids for Garbage and refuse Collection/Disposal and Curbside Recycling Collection Service. DO NOT OPEN”**

The issuance of this solicitation constitutes only an invitation to submit responsive bids to the Town of Berryville. The town reserves the right to determine, in its sole discretion, whether any aspect of the bids satisfies the criteria established in this solicitation, to waive any irregularities or informalities in the bids, to negotiate with any person submitting bids, to reject any or all bids or any portion thereof, with or without cause, and to take any other action which is deemed appropriate and in the best interest of the Town of Berryville.

2. GOAL AND SCOPE OF SERVICE

The Town of Berryville wishes to award a two (2) part contract for the furnishing of all labor and equipment, excepting containers, for the collection and disposal of all residential and commercial garbage and refuse within the corporate limits of the town, and for weekly residential curbside recycling collection service, including new and/or replacement containers as may be necessary, in conjunction with the garbage and refuse collection service, for a thirty-six (36) month contract period beginning July 1, 2008. All bids submitted to the Town must be responsive to Part A, Part B and Part C Bid Documents. The Town may elect to accept Additional Bid items as set forth in Part C of the Bid Documents.

### 3. SCHEDULE AND BASIS OF CONTRACTOR SELECTION

The selection of the town's contractor and award of the Part A and Part B contract, if awarded, will be subject to the following schedule and basis of selection:

1. Receipt of complete submittals by 2:00 p.m. on Friday, April 25, 2008 at the Town Office, 23 East Main Street, Berryville, Virginia, 22611, at which time they will be publicly opened and read aloud at 15 East Main Street, Berryville, Virginia.
2. Evaluation of submittals, possibly including interviews with potential contractors, will be conducted for presentation to the Town Council at its regularly scheduled monthly meeting of Tuesday, May 13, 2008 at 7:30 p.m.
3. Award of the contract, if awarded by Town Council, for the thirty-six (36) month contract period beginning July 1, 2008 and ending June 30, 2011. The contract award will be in accordance with the Town of Berryville Purchasing Policies and Procedures for Competitive Bidding. The town intends to select the Bidder which, in the sole opinion of the town, is deemed to be the lowest responsive and responsible Bidder for the combined total of both Part A and Part B Bids.

### 4. TERMS OF SOLICATION

This Solicitation consists of all information, instructions, requirements, forms, materials, questionnaires, bonds, contracts and terms as are set out in the Table of Contents, including any attachments thereto, of the Bid Documents.

The Town of Berryville will award or reject the Part A and Part B contract within thirty-five (35) days of the date the Part A and Part B Bids are opened. All bids submitted shall remain valid for a period of sixty (60) days from the time the Bids are opened.

The procedures set forth in the Solicitation and Bid Documents are for the convenience of the Town of Berryville and shall not give rise to any rights in any Person. In the event a Part A and/or Part B contract is not awarded for any reason, the Town of Berryville shall have no obligation or liability to any Person for any costs or expenses incurred in connection with this solicitation, nor with any Bid or transactions contemplated by this Solicitation.

By Submitting Part A and Part B Bids and Part C Additional Bid Items, a Bidder warrants that the Bidder: (a) has reviewed all pertinent Bid and Contract Documents, including all addenda thereto, (b) has inspected the sites at which the work will be performed and the conditions under which the work will be performed, and (c) has not discovered any ambiguities or conflicts, or has clarified any ambiguities or conflicts prior to submission of Bids in the work description, specifications or other terms and/or conditions of the Solicitation, Bid Documents, and/or Contract Documents.

### 5. INSTRUCTIONS TO BIDDERS

1. Sealed bids for furnishing all labor and equipment, except containers, for collection and disposal of garbage and refuse (Part A and for all labor and equipment, including new and/or replacement containers as may be required and necessary, for provision of residential curbside collection, transportation and marketing of recyclable materials (Part B), within the corporate limits of the Town of Berryville, Virginia, for a thirty-six (36) month contract period beginning July 1, 2008 will be received at the Office of the Town Manager, 23 East Main Street, Berryville, Virginia, 22611, on or before 2:00 p.m. (EST) Friday, April 25, 2008, at which time they will be publicly opened and read aloud at 15 East Main Street, Berryville, Virginia.
2. Only bids properly completed and typewritten on Bid Forms furnished herein by the Town of Berryville will be accepted.
3. Bids which are not responsive to both Part A and Part B of the Bid Documents and Part C Additional Bid Items will not be accepted.
4. Bids must be submitted in a sealed envelope with the following notation clearly typed or printed on the outside of the envelope: **“BERRYVILLE - Bids for Garbage and refuse Collection/Disposal and Curbside Recycling Collection Service. DO NOT OPEN”**.
5. Bidders are cautioned to carefully examine the conditions affecting the collection, transportation, disposal and/or marketing of garbage and refuse and recyclable materials in the Town of Berryville and to make all necessary investigations to acquaint themselves with the quantity and character of all materials to be handled under the contract to be awarded.
6. Each bid submitted shall remain valid for a period of sixty (60) days from the date of the bid opening.
7. Each Bid shall be accompanied by the following:
  - (a) A certified or cashier's check or bid bond in the sum of \$1000 as surety for the contract. The check or bond shall be made payable to the Town of Berryville, Virginia, and in the case of bid bonds, shall be executed by a company authorized to do business in Virginia. Surety checks and bonds will be held as a guarantee that, in the event the bid is accepted and the contract awarded to the bidder, the contract will be duly executed and the required insurance policies provided. In case the successful bidder neglects to so execute or provide the required insurance for any reason, the bond or check accompanying said bid submittal shall be forfeited to the Town of Berryville, not as penalty, but as liquidated damages. All other checks or bid bonds will be returned as soon as an award is made, not to exceed thirty-five (35) days from the bid opening.

- (b) The bidder is required to state in detail what work of a similar nature to that included in the proposed contract he has done, to give references and such other detailed information as will enable the town to judge his skill, experience and responsibility. Among other things, this statement shall include the following: evidence to the effect the bidder maintains a permanent place of business; has adequate facilities and equipment available for the work under the proposed contract; evidence to the effect the bidder has appropriate experience and has in employ a sufficient number of skilled and trained workers to carry out the work to be done under the contract. The experience statements must be typewritten and fully completed on forms furnished by the Town of Berryville herein.
8. Any person contemplating submitting a bid for the proposed Part A and Part B Contract and Part C Additional Bid Items in doubt as to the true meaning of any part of the Bid and/or Contract Documents may submit to the Town Manager a written request for an interpretation thereof. The Town Manager shall not discuss or respond to any requests or inquiries that are not in writing. Said written requests or inquiries shall be received by Town Manager no later than 12:00 noon April 16, 2008. Any interpretation of the bid and/or proposed contract documents will be mailed to each prospective bidder who has requested bid and proposed contract documents as specified herein. The town will not be responsible for any other explanations or interpretations of the bid and/or proposed contract documents. Replies will be issued by the Town Manger by end of business on April 18, 2008.
9. No bid may be withdrawn after it has been deposited with the Town of Berryville.
10. The town reserves the right to determine, in its sole discretion, whether any aspect of a bid satisfies the criteria established in this Solicitation, to waive any irregularities or informalities in any bid, to negotiate with any person submitting a bid, to reject any or all bids with or without cause, and to take any other action which is deemed in the best interest of the town.
11. No more than one bid may be submitted by the same person, firm or corporation.
12. No bid will be considered which is not fully responsive to this Solicitation, including all bid and proposed contract documents.

## SECTION II: GENERAL SPECIFICATIONS

The following General Specifications shall be attached to and become part of the contract dated \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter

called "the contractor", and THE TOWN OF BERRYVILLE, hereinafter called "the town":

## PART A: GARBAGE AND REFUSE COLLECTION/DISPOSAL

### 1. Intent and Purpose

The general purpose of Part A of the aforementioned contract is to provide for the collection and disposal of garbage and refuse within the corporate limits of the Town of Berryville for a contract period beginning July 1, 2008 and ending June 30, 2011. All applicable provisions of Chapter 8 of the Code of the Town of Berryville shall apply to the contract. Further, the contractor shall at all times observe and comply with all federal, state, county and town laws which affect the conduct of the work, including all federal, state and local motor vehicle laws.

### 2. Definitions

- a. The term "garbage and refuse" shall include, but not be limited to, trash, rubbish, food wastes, household wastes consisting of non-hazardous materials, furniture, bed springs and mattresses, toys, porcelain, and carpeting (bundled and tied not to exceed three [3] square feet cross-sectional area per bundle). It shall also include water heaters, ranges, dishwashers, clothes washers and dryers, refrigerators, air conditioners and other household appliances or similar items for which alternative arrangements for collection and disposal separate from, but in conjunction with, regularly scheduled collection and disposal of garbage and refuse may be necessary. The term "garbage and refuse" shall not include any hazardous materials not acceptable at the Frederick-Winchester-Clarke Regional Landfill (other than household appliances as addressed herein), construction materials or other contractor materials and yard wastes disposed by a private contractor in a residential area, or any other materials as prohibited pursuant to Chapter 8, Section 8-24 of the Town Code.
- b. The word "town", when used in this contract to designate territory to be served by the contractor, shall mean and include all of the territory lying within the municipal boundaries of the Town of Berryville, Virginia, as they presently exist and as they may be adjusted in the future.

### 3. Collection Schedule

- a. Garbage and refuse shall be collected by the contractor two (2) times per week from designated commercial properties and one (1) time per week from residential properties and all other commercial properties not designated for twice-weekly commercial collection pursuant to the following schedule:

- (1) Tuesday: Collection from all street litter receptacles within the town and from those commercial properties designated by the Town Manager for twice-weekly collection;
  - (2) Thursday: Collection from all residential properties, situated east of the centerline of Buckmarsh Street (Route 340)
  - (3) Friday: Collection from all street litter receptacles, all commercial properties in town and all residential properties situated west of the centerline of Buckmarsh Street (Route 340).
- b. No garbage and refuse collection shall be scheduled for Sunday or the following holidays: New Years Day, Memorial Day, July 4th, Thanksgiving and Christmas. An annual holiday schedule for the first year is due within fifteen days of the contract award, and no later than June 1st of each contract year.
  - c. When weather conditions prevent the collection of garbage and refuse or when a regularly scheduled day falls on a holiday specified above, collection will be made on the next day. In the event a scheduled collection can not occur due to weather conditions the contractor must notify the Director of Public Works by 6:30 a.m.
  - d. No collection of garbage and refuse from residential properties shall begin before 7:00 a.m. or continue after 6:00 p.m. without specific approval from the Town Manager for exceptional or unusual situations.
  - e. No collection of garbage and refuse from commercial properties shall begin before 7:00 a.m. or continue after 11:00 a.m. without specific approval from the Town Manager for exceptional or unusual situations.

4. Equipment

The contractor shall provide the necessary equipment, excluding containers, in order to fulfill the contract obligations herein stated. The equipment shall conform to and be maintained in line with industry standards. The contractor shall operate all vehicles in a safe manner which provides the least obstruction and interruption possible to vehicular and pedestrian traffic. The contractor's equipment shall conform at all times to applicable federal, state and local laws. Contractor's equipment shall be operated and maintained in a manner that prevents the release of liquids from waste onto streets during collection. All refuse collection trucks shall be equipped with cart tipper arms.

5. Service to be Performed

- a. The contractor shall collect and dispose of all garbage and refuse placed at the curbside when placed there in accord with the provisions of Chapter 8 of the Town Code. Refuse storage containers must be placed by the contractor where originally

picked up in an upside-down position with the lids placed flat on the ground. Contractor shall empty street litter recepticals and return liner and lid to proper position. When requested to do so by the Town Manager, the contractor shall collect garbage and refuse at the curb of private streets or driveways within residential developments when individual residential lots do not front on public streets. The town shall pay the current residential price applicable for the period collected. The town may elect to have the development served by contractor-supplied container at the stipulated contract price for container service.

- b. The contractor shall make every effort to prevent spills of garbage and refuse and shall collect and dispose of spilled garbage and refuse within a radius of fifteen (15) feet of the container. The contractor shall report conditions as to the storage of garbage and refuse which are found to exist in violation of Chapter 8 of the Town Code to the Town Manager.
- c. If requested in writing by the town, the contractor shall provide for separate collection and alternative disposal of refrigerators, air conditioners, or other household appliances which are or may be prohibited from disposal at the Frederick Winchester-Clarke Regional Landfill, such collection and disposal service to be provided during the time of and in conjunction with the regularly scheduled weekly garbage and refuse collection. Items collected and disposed of pursuant to the terms of this paragraph shall be separately enumerated and identified on contractor's monthly billing statements to the town, including a complete listing of items and locations (street addresses) for which this service has been provided. The contractor shall provide immediate notification to the Town Office of any failure to comply with the provisions for collection and disposal of items herein, including arrangements for alternative collection or other necessary remedial action.
- d. The contractor shall provide immediate notification to the Town Office of any items set out for collection which are not in accord with the provisions of Chapter 8 of the Town Code or with terms and provisions set forth herein, such notification to include a description of the items refused for collection, the reason for such refusal, and the location (street address) of the items refused for collection.
- e. The contractor shall contact the Town Office at the end of each day's collection, prior to leaving Town, to determine if any stops and/or items set out for collection were missed at the contractor's fault. If a stop or an item has been reported missed, the contractor shall investigate, and if verified, shall arrange for the collection of the missed stop or item within twenty-four (24) hours.
- f. The contractor shall clearly mark, or tag, any refuse storage container found to be defective or in violation of Chapter 8 of the Town Code, and shall report such action, with its respective address, to the Town Office within twenty-four (24) hours of such marking or tagging.

6. Service and Complaints

The contractor shall be courteous and shall act promptly on all service calls and complaints. The contractor, upon representation by the Town Manager that any of its employees engaged in actual refuse collection within the town are unsatisfactory to the town, shall remove such employees from its service within the town and replace them. Any employee of the contractor who shall use profane or abusive language to any citizen or resident of the town or to any employee of the town, or is otherwise disorderly or interferes with town employees in the performance of their duties, or who is careless or incompetent, shall be removed from the refuse collection crew working in the town on the request of the Town Manager, and shall not again be so employed except with the Manager's consent.

7. Performance Guarantees

- a. No contract shall be executed until the town receives cash, a certified check, or a duly executed performance bond in the amount of one-tenth (1/10) of the total contract award for Contract Year One, made payable to the town, as security for the faithful performance of the contract. Any performance bond shall have as a surety a company or companies as are acceptable to the town and as are authorized to transact business in the State of Virginia.
- b. In the event the performance guarantee is not delivered within ten (10) days of the Notice of Award, the offer may be ruled null and void and the award may be made to the next ranked responsive and responsible offeror.
- c. In lieu of cash, certified check or performance bond, the offeror may seek specific approval by the Town Council, prior to agreement and signing of the contract by the parties thereto, for the monthly deduction and retainage by the town of an amount equal to one-tenth (1/10) of the total contract award for Contract Year One during the first ten (10) months of the contract term for the purpose of guaranteeing the contractor's performance of its obligations under the contract and to reimburse the town for expenses it may incur in the event the contractor breaches the contract. The terms and conditions for such retainage shall be set forth in the contract documents for both Part A, Garbage and Refuse Collection/Disposal and for Part B, Curbside Recycling Collection Service.
- d. In the event of a breach of the contract by the contractor, any and all sums retained by the town or unpaid to the contractor as of the date of such breach, shall be forfeited to the town as provided in the contract.
- e. If the contractor fails to properly collect and dispose of garbage and refuse for a period of five (5) days or more during which it is required to do so, the town shall have authority to arrange for such collection and disposal and forward any costs incurred to the contractor for immediate reimbursement.

- f. If the contractor fails to fulfill any other conditions of the contract, unless such failure is due to strikes, acts of nature, or other causes beyond the contractor's control, after having been given notice of such failure and being allowed a reasonable time, not to exceed five (5) days, for compliance, the contractor shall be deemed to have breached the contract.

8. Contract Official

The Town manager shall be responsible for the town's performance and obligations under this contract. The contractor shall provide to the Town Manager the name, business and home address, and business and home telephone number of the contractor's official or employee responsible for fulfilling the terms and conditions of the contract on behalf of said contractor. The Town Manager shall make all necessary interpretations of the terms and conditions of the contract.

9. Assignments

The contractor shall not assign, underlet or sublet the contract or any part thereof without the written consent of the Town Council, and in the event such consent shall be obtained, the contractor shall be liable for the faithful performance of the contract.

10. Extension of Contract

This contract may be extended by the Town of Berryville upon written agreement of both parties for three (3) successive one year periods, under the terms of the current contract, and ninety days prior to the expiration.

11. Number of Properties to be Served

The number of properties to be served shall be determined jointly by the Town Manager and the contractor, with new accountings of the number made as of January 1, 2009 and every six (6) months thereafter. The following number of properties to be provided service as of July 1, 2008 for the first six (6) month period is approximately as follows:

a. Residential properties	1412
b. Once-weekly commercial properties	78
c. Twice-weekly commercial properties	52

d.	Town street litter receptacles	12
e.	Churches	7
f.	Multi-family residential apartments	
	1. Washington Square	46
	2. Crow's Nest	10
	3. Cambridge	14

Upon notification to the contractor by the Town Manager, the contractor shall begin collection and disposal service for newly incorporated areas of the town and for the owners or occupants of new residential or commercial properties immediately upon their occupancy throughout the term of the contract. No other adjustments in the number of properties will be made except at the intervals provided herein. In addition, the contractor shall service the town street litter receptacles two (2) times per week.

12. Disposal of Garbage and Refuse

With the exception of refrigerators, air conditioners, or other household appliances prohibited therefrom, the contractor shall dispose of all garbage and refuse collected from within the town at the Frederick-Winchester-Clarke Regional Landfill. Landfill charges for all garbage and refuse collected from within the town shall be billed to and paid directly by the town under separate agreement between the town and the Frederick-Winchester-Clarke Regional Landfill. The contractor shall not assess against the town any fees or charges in connection with landfill disposal in accordance with the provisions herein and under the terms of the contract. The contractor shall take each collection vehicle from the town to the landfill as soon as it is fully loaded and no garbage or refuse shall be transferred from the truck in which it is collected to any other vehicle or place within the town, or stored within the town, unless the contractor is specifically authorized to do so by the Town Manager. The contractor shall be prohibited from mixing or combining loads delivered to the landfill with any materials or collections from outside the corporate limits of the town, or from any sources within the town for which the contractor has a separate, private agreement or contract for collection and disposal with the property owner or occupant.

If requested in writing by the Town, proper and alternative disposal of refrigerators, air conditioners and other similar household appliances or items not acceptable at the Frederick-Winchester-Clarke Regional Landfill shall be the responsibility of the contractor. The unit charge for such separate and alternative collection and disposal shall reflect the total unit cost to the Town for both collection and proper disposal of such items.

Failure of the contractor to comply with the provisions herein prohibiting the mixing of loads from other sources with garbage and refuse collected from within the town in accordance with the contract provisions shall be considered a breach of the contract subject to all forfeiture and penalty provisions herein, as well as any other remedies that may be available to the town. The town shall have authority to perform periodic reviews and monitoring of the contractor's collection routes and schedules, including transportation and delivery to the Frederick-Winchester-Clarke Regional Landfill.

13. Payment of Debts and Claims, Etc.

- a. The contractor shall pay all costs incurred for: (1) the services of personnel provided; (2) the purchase, operation and maintenance of all necessary vehicles and trucks; (3) the premiums of all insurance policies or bonds required herein; (4) all licenses, permits and fees necessary for the work described in the contract, including a Town of Berryville Business License; (5) all charges necessary for separate and alternative disposal of garbage and refuse (refrigerators, air conditioners, etc.) not acceptable at the Frederick-Winchester-Clarke Regional Landfill, subject to the reimbursement provisions set out in the contract; (6) all other costs associated with its service under this contract.
- b. The contractor shall make payment of all proper charges for labor, materials and equipment required in the work described and shall save harmless the town, its officers, employees, agents and servants and each and every one of them against and from all suits and costs of every name and description, and from all damages to which the town or any of its officers, employees, agents or servants may be put, by reason of injury to the person or property of others resulting from carelessness in the performance of said work or service, or through the negligence of the contractor, its agents, employees or servants, or through improper or defective machinery or equipment used by the contractor, its agents, employees, or servants.
- c. The contractor agrees that if it fails to pay any claim or claims for wages, salaries, materials, supplies or equipment used in connection with or in the performance of the contract, or for any claim or claims arising out of damage in the handling of any receptacles or property of any owner or occupant in the town, the Town Manager may, on being satisfied of the correctness of such charges, deduct the same from the next payment or payments to be due to said contractor and to pay the same to the claimant.
- d. The contractor shall protect and save harmless the town from any damages to any person or to any property that may occur in the performance of the contract and from any suit or judgment or other thing whatsoever that may occur in such performance or growing out of anything done or intended to be done herein.
- e. The contractor shall not claim or be entitled to any compensation in excess of the amounts herein stated, or to any compensation for any extra work performed or to

be performed under this contract. It shall be presumed that any and all work is done as part of this contract and compensation for the same is included in the amount to be paid as provided herein.

14. Insurance Required

**INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS (Per General Terms & Conditions of the Town of Berryville Purchasing Policy:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer, used in the administration, hauling, disposal and collection of Trash, refuse and garbage within the town. Limits shall not be less than specified by statute. Contractors who fail to notify the Town of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Town of Berryville, Virginia must be named as an additional insured and so endorsed on the policy.
- d. Insurance for Special Hazards - To be covered by riders to the General Liability and/or Property Damage Insurance policy or policies herein required to be furnished by the contractor, or by separate policies of insurance for motor vehicles with limits which shall be the same as required under General Liability and/or Property Damage as specified herein.
- e. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

15. Litigation

In the event of any litigation arising out of a breach of the contract in which the Town is the successful party, the contractor shall pay to the town any and all costs and expenses in connection with such litigation, together with any and all attorney's fees which may arise or which may be required in connection with such litigation.

## PART B: CURBSIDE RECYCLING AND COLLECTION SERVICE

### Intent and Purpose

The intent of Part B of the contract is to provide for curbside collection, transportation and marketing of commingled recyclable materials from all residential properties within the corporate limits of the town. Collection routes and schedules shall be the same as specified within the Part A Garbage and Refuse Collection and Disposal Bid Documents. The purpose of the collection program is to service each town residence on a weekly basis with curbside collection of newspaper; brown, green and clear glass food and beverage containers; aluminum and bimetal cans; and PET and HDEP plastics, to be commingled in one container placed at the curb for collection.

### 2. Definitions

- a. Commingled recyclables: specified recyclable materials that are separated from general garbage and refuse and placed in a single receptacle at the curb.
- b. Commingled Mixed Paper: specific recyclable paper materials that are separated from general garbage and other recyclables and placed in single receptacle at the curb. Acceptable paper materials include: phone books, white paperboard, brown paper-board, white and colored paper, soft cover booklets, magazines (no perfumes), manilla (non-padded) envelopes, and folders. Materials that are not acceptable include: wax-coated paper, plastic-coated paper, plastic covers, spiral binders, and materials contaminated with food.
- c. Container: a receptacle meeting the prescribed specifications attached herein for placement of commingled recyclables.
- d. Contaminants: any solid or liquid wastes or materials that are not acceptable for recycling and which may render the recyclables hazardous or not marketable. Contaminants shall include, but not necessarily be limited to, broken or shattered glass, ceramics or mirror glass; window glass; drinking glasses; heat resistant oven ware; garden pesticides; used motor oil; metal cans which contained any petroleum-based product; paint cans, or any containers in which an excessive amount of food residue remains.
- e. Contract Administrator: the Town Manager or such other person as may be assigned by the Town to manage the contractual services defined in the contract.

- f. Participation Rates: the percentage of household in the town that set out recyclables for collection and the percentage by weight of materials collected vs. materials available.
- g. Recovered Material: material which has been diverted from the solid waste stream for recycling.
- h. Recyclable Materials: those commodities which are to be collected by the contractor pursuant to the contract documents. Unless otherwise negotiated and stated in the contract, such materials shall include newspaper; brown, green and clear glass food and beverage containers; aluminum and bi-metal cans; and PET and HDEP plastic containers.
- i. Residential Unit: all single family, duplex, triplex and townhouse dwelling units, and all multi-family residential complexes which receive curbside garbage and refuse collection service pursuant to Part A of the contract.
- j. Set-Out: a household placing recyclable materials at the curbside in designated and specified containers.

3. Service to be Performed

- a. Contractor shall collect and remove all recyclable materials which have been separated from general garbage and refuse and placed at the curbside in designated containers or, in the case of newspaper, either bundled or placed in paper bags. No recyclables from other sources may be combined with the recyclables to be collected by the contractor along the town's collection route.
- b. Recyclable materials to be collected will include: newspaper; green, brown and clear glass food and beverage containers; aluminum and bi-metal cans; and PET and HDEP plastic containers.

If changes in the collection of recyclable materials occur during the contract period, the contractor must give written notice to each residential unit affected at least two (2) weeks in advance of the effective date of the change. Any changes, including addition or deletion of any material to be collected from the collection routes, must have prior approval of the town. Every effort must be made to continue the collection of stated materials. Any disruption in material type collected is to be minimized. The town may, upon mutual agreement with the contractor, add or delete materials deemed suitable for collection pursuant to the collection program.

- c. Contractor shall collect and remove commingled and paper recyclables once each week per residential unit, on the regularly scheduled garbage and refuse collection day. Contractor shall be prohibited from performing collection service in any residential area before 7:00 a.m. or after 6:00 p.m.

Contractor must collect and transport all recyclable material originating from all single family residences, duplex, triplex and townhouse dwelling units, and all multifamily residential complexes which receive town curbside garbage and refuse service pursuant to Part A of the contract. The contractor will not be responsible for collecting nonresidential properties, including commercial, industrial and/or governmental properties unless, during the contract period, the town gives notice to accept services included in Part C of the proposal ,and the contract amended accordingly.

- d. Contractor is not responsible for collecting recyclable materials unless they are appropriately placed at the curb in the recycling containers, or in the case of newspaper, properly bundled and/or placed in paper bags at the curb. However, if the recycling container is not sufficient to contain all the resident 's recyclables, additional recyclables may be separated and placed at the curb in paper bags (that is, one bag for glass, one bag for metal cans, etc.), or commingled in a reusable container which is clearly labeled as containing recyclables to be collected by the contractor.

Contractor is not responsible for collecting commingled recyclables if contaminants, as defined herein, are present in the containers. In such cases, the contractor must leave a written notice clearly posted on or in the container which identifies the reason collection was not made.

- e. Contractor shall assume ownership of all recyclables placed at the curb upon collection.
- f. Contractor must use care in the loading and transportation of recyclable material so that glass breakage and material spillage is minimal. Contractor must assure that none of the material is scattered or spilled either on private property or on public streets. Any materials so scattered or spilled must be immediately cleaned up and removed by the contractor. The material must be handled and transported in a manner which does not allow any material to escape from the collection vehicle and onto the roadways or private property.
- g. The contractor must determine the route that each collection vehicle should follow in order to ensure that no dwelling units are missed. The collection route shall coincide with the town garbage and refuse collection schedule such that recyclables are collected on the same day as garbage and refuse.
- h. Contractor shall procure and distribute, at contractor's expense, one approved recycling container to each new or additional residential unit added to the collection route pursuant to the terms of the contract. The containers must meet the specifications set forth in the attachments hereto.

- i. In the case of replacement containers lost or destroyed by household, the contractor shall be responsible for replacement of the containers, but will bill the town for such replacement containers at a unit price not to exceed that paid by the contractor, The town, in turn, will bill the household responsible for the lost or destroyed container. In no case shall the contractor bill the town or a resident for replacement of containers damaged or destroyed by the employees or agents of the contractor. In such cases, the containers shall be replaced at the contractor's expense. Contractor must keep sufficient container replacement inventory so as to avoid interruption in providing collection service to residents. Contractor must notify the town and provide a clearly identifiable list of household receiving replacement containers so that the town is enabled to bill such household accordingly. Otherwise, contractor shall assume replacement cost. All household collection containers provided by the contractor shall become the property of the town.

If contractor so elects, an inventory of replacement containers may be maintained at the Town Office for distribution, billing and reimbursement to contractor as replacement containers are distributed. This is a matter of convenience to the contractor, however, and contractor, shall bear the cost of such inventory pending reimbursement from the town for replacement containers so distributed by the town.

- j. Contractor shall be responsible for damage to private property caused by the contractor's collectors in the performance of the contract. Contractor must replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Town. Contractor shall hold the Town harmless from any liability, damages or awards for such property damage, as well as from any disputes arising from such property damage.
- k. Contractor is responsible for the financing and acquisition and/or leasing of the collection equipment.
  - (1) Contractor must maintain sufficient spare collection vehicles and repair parts to replace and/or repair any vehicles out of service so as to eliminate possible interruption of service.
  - (2) Collection vehicles shall be in full compliance with all applicable federal, state and local laws.
  - (3) When travelling to and from collection routes, vehicles must be covered to protect blowing or falling of materials from the vehicle.
  - (4) All collection vehicles must be clearly and permanently marked with the name of the contractor.

1. Contractor shall employ persons who are competent, skilled and qualified for the performance of work to which they are assigned. All contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit, request, or receive gratuities of any kind. Contractor must direct employees that loud, abusive, and/or profane language is not permissible during the performance of duties under the contract. Any employee of the contractor who engages in continued misconduct, is incompetent or negligent in the proper performance of duties, is disorderly, dishonest, under the influence of drugs or alcohol, or discourteous must be removed from service under the contract by the contractor once written notice/complaint has been filed by the Town against such person.
- m. Contractor must thoroughly instruct all employees used in the field, including drivers and helpers, as to their duties and methods and level of performance, and safety procedures. In addition, all employees in the field are to ensure that reusable recycling containers are returned to their curbside location, that glass is not shattered or that other materials are not scattered, and that materials do not blow or fall from the collection vehicle. All points of collection shall be left in a clean and orderly fashion.

4. Marketing of Materials

The contractor shall establish transportation and marketing arrangements for the recycled materials collected under the contract.

5. Reporting Requirements

- a. Contractor shall be required to keep records and submit reports to comply with town and state reporting requirements. These reports will serve as a means to apprise the town of the status of recycling activities and expenditures. Contractor may also be required to provide certified weight receipts and revenue receipts from vendors for all materials brokered by the contractor for each of the materials collected in the town program.
- b. Contractor shall submit to the Town a monthly report, prior to the fifteenth day of the following month, to include the following minimum information:
  - (1) A report of each complaint received directly by the contractor and resolution made by the contractor in response thereto;
  - (2) The number of non-collection incidents and notices left at residences, identifying each such residence and the reason for non-collection;
  - (3) Tonnage summaries of each material collected, with a total tonnage summary of all materials collected;

(4) Weight receipts and invoices for the sale of materials collected and sold.

- c. Contractor shall submit quarterly project status reports to the town within fifteen (15) days of the close of the calendar quarter being reported. At a minimum, the quarterly report shall include a summary of all program costs and revenues, tonnages of materials recovered, and household participation rates.

6. Program Promotion

The contractor shall be responsible for the printing and distribution of all public information materials for the curbside recycling program, including any public information materials related to any changes under the program. The content of public information materials and choice of publicity mediums must be approved by the Town in advance of any such activities. The Town reserves the right to participate in any such public information and/or public relations activities as it may so choose or deem appropriate.

7. Other Responsibilities

- a. The contractor shall install/provide local calling area telephone access or an alternative means of toll-free telephone access for use by the public in contacting the contractor for questions about the program, calls regarding missed collections, and complaints. Contractor shall ensure that courteous employee staffing of such telephone access shall be provided in order to provide timely response to the public.
- b. The contractor will respond to all complaints regarding services provided under the contract. Any complaints received by the Town will be passed on to the contractor's office upon receipt by the town. Contractor shall make every effort to provide same-day response to citizen complaints of missed collection service, and in no case shall such response be provided later than the day following such missed collection. In the event the contractor can demonstrate that a resident missed the required set-out time, the contractor may require the resident to hold the materials until the next regularly scheduled collection day.

B. Miscellaneous Instructions

- a. The bid price proposed shall include all charges that may be incurred in fulfilling the terms of the contract.
- b. Payments will be made no more frequently than once monthly. Invoices must be submitted in conjunction with invoices for Part A of the contract, Garbage and Refuse Collection/ Disposal.

- c. By executing and submitting a Part B Bid, offeror acknowledges that he/she has read, understands, and agrees to be bound by all provisions, requirements, terms and conditions as are set forth in the Bid Documents.

9. Insurance Required

The contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The contractor assumes all risk of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract. Prior to the execution of the contract, the contractor shall comply with all insurance requirements as are applicable to Part A of the Bid Documents and Contract, as provided herein. The contractor will provide an original, signed Certificate of Insurance and such endorsements as prescribed in Part A and shall maintain such insurance throughout the term of the contract.

10. Changes/Additions/Deletions

By entering the contract, if awarded, the contractor agrees that the Town may at any time, by written order, require changes in the services to be provided. If such changes cause an increase or decrease in the contractor's cost of, or time required for, performance of any services under the contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The Town must approve all work which is beyond the scope of this solicitation and the contract/bid documents. No services for which an additional cost or fee will be charged by the contractor shall be furnished without the prior written approval of the town. The town reserves the right to add similar items/services or delete items/services specified in the awarded contract as requirements change during the period of the contract. Prices for items/services to be added or deleted from the contract will be mutually agreed to by the town and the contractor. A written contract amendment shall be issued to each addition or deletion.

11. Performance Guarantees

- a. Prior to execution of the contract, the contractor shall comply with all requirements for provision of performance guarantees as are applicable to Part A of the Bid Proposal and contract. The total amount of such performance guarantee shall be based on the combined total contract price for Part A and Part B of the contract. All terms and conditions relative to the contractor's performance of its obligations pursuant to Part A of the contract shall be equally applicable to Part B of the contract. If town elects to have contractor provide any services outlined in Part C, Additional Bid Items, the conditions and requirements of Part B shall apply unless otherwise noted.

SECTION III: PROPOSED CONTRACT, PART A AND PART B

TOWN OF BERRYVILLE

CONTRACT: GARBAGE AND REFUSE COLLECTON/DISPOSAL (PART A)  
CURBSIDE RECYCLING COLLECTION SERVICE (PART B)

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between

\_\_\_\_\_ ,  
hereinafter called "the contractor" and the TOWN OF BERRYVILLE, VIRGINIA,  
hereinafter called "the town".

WITNESSETH

That the contractor and the town, in consideration of the mutual agreements and covenants herein contained, agree as follows:

Section I: General Terms and Provisions

1. Unless otherwise specified and stated herein, all paragraphs, terms and provisions as set forth herein shall apply equally to both Part A and Part B of this contract.
2. The contractor shall furnish labor, equipment and all other things necessary, except containers, for collection and disposal of garbage and refuse (Part A) and for all labor and equipment, including new and/or replacement containers as may be required and necessary, for provision of residential curbside collection, transportation and marketing of recyclable materials (Part B) within the municipal corporate limits of the town, as such municipal boundaries presently exist and as they may be adjusted in the future, for a thirty-six (36) month contract period beginning July 1, 2008 , and ending June 30, 2011 , in accordance with the following contract documents which are attached to and made a part of this contract:
  - A. Section I: General Information and Terms of Solicitation:
    - (1) Invitation to Bid
    - (2) Goal and Scope of Service
    - (3) Schedule and Basis of Contractor Selection
    - (4) Terms of Solicitation
    - (5) Instructions to Bidders
  - B. Section II: General Specifications:
    - Part A: Garbage and Refuse Collection/Disposal:
      - (1) Intent and Purpose
      - (2) Definitions
      - (3) Collection Schedule
      - (4) Equipment

- (5) Service to be Performed
- (6) Service and Complaints
- (7) Performance Guarantees
- (8) Contract Official
- (9) Assignments
- (10) Extension of Contract
- (11) Number of Properties to be Served
- (12) Disposal of Garbage and Refuse
- (13) Payment of Debts and Claims
- (14) Insurance Required
- (15) Litigation

Part B: Curbside Recycling Collection Service:

- (1) Intent and Purpose
- (2) Definitions
- (3) Service to be Performed
- (4) Marketing of Materials
- (5) Reporting Requirements
- (6) Program Promotion
- (7) Other Responsibilities
- (8) Miscellaneous Instructions
- (9) Insurance Required
- (10) Changes/Additions/Deletions
- (11) Performance Guarantees

C. Section IV: Contractor's Bid Proposal:

- (1) Part A: Garbage and Refuse Collection/Disposal
- (2) Part B: Curbside Recycling Collection Service
- (3) Part C: Additional Bid Items

D. Section V: Attachments

- (1) Chapter 8 of the Code of the Town of Berryville
- (2) Specifications for Curbside Recycling Containers

- 2. Notice by the town to the contractor concerning this contract shall be deemed properly given if placed in the United States mail, postage paid, addressed to the contractor at

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Notices by the contractor to the town concerning this contract shall be deemed properly given if placed in the United States mail, postage paid, addressed to the Town Manager, Town of Berryville, 23 East Main Street, Berryville, Virginia, 22611.

- 3. This contract may be amended by the parties hereto, from time to time, only by mutual agreement of the contractor and the town, in writing, executed in duplicate, a duplicate copy of which will be attached hereto and made a part hereof.
- 4. The contractor hereby agrees to indemnify and hold harmless the Town of Berryville, Virginia, its elected officials, officers, agents and all employees and volunteers, from any

and all claims for bodily injury, personal injury and/or property damage, including cost of investigation, all expenses for litigation, including attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the contractor and his/her officers, employees, agents and/or subcontractors.

5. The contractor agrees to the following non-discrimination provisions during the performance of this contract:
  - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin in accordance with all federal laws applicable to governmental entities.
  - (b) The contractor hereby certifies that he/she is an Equal Opportunity Employer, and that all solicitations and/or advertisements for employees placed by or on behalf of the contract shall state that he/she is an Equal Opportunity Employer.
  - (c) Notices, advertisements and solicitations placed in accordance with applicable federal laws, rules and regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
  
6. In the execution of this contract, the contractor has furnished to the town the specified performance guarantee in the form of cash, a certified check, or a duly executed performance bond in such form and amount as specified within the contract documents, or in lieu thereof, provided the Town Council has agreed as evidenced by the signature of its officers/agents herein, contractor agrees that the town shall deduct and retain one-tenth (1/10) of the total amounts due the contractor monthly for the first ten (10) months of the contract term for, the purpose of guaranteeing the contractor's performance of its obligations under the contract and to reimburse the town for expenses it may incur in the event the contractor breaches the contract. Monies held by the town under this contract shall be invested in an interest-bearing account at the prevailing rate of interest paid by an institution of the town's choosing and will be paid with earned interest to the contractor following the final month of this contract, only upon successful completion of all terms of the contract. If all the terms herein are not completed successfully, as determined by the town, such retained monies, including earned interest, will be used to complete all terms of this contract, or used by the town for the cost of effecting alternative arrangements for the successful performance of the contractor's obligations, herein during the time of negotiation for a new contract for such services.
  
7. This contract binds and inures to the benefit of the administrators, successors and assigns of the respective parties hereto.

Section II: Part A--Garbage and Refuse Collection

1. The town shall pay to the contractor the contract sum and unit charges set out below, said payments to be made as hereinafter provided:

- (a) The contract sum of \$\_\_\_\_\_ shall be paid for services performed for regular garbage and refuse curbside collection service during Contract Year One (July 1, 2008 to June 30, 2009) of this contract in twelve monthly installments, made as provided herein, less amounts retained as a performance guarantee (if applicable pursuant to paragraph 6 above).
- (b) The unit charge of \$\_\_\_\_\_ per month for each additional residential property served for regular garbage and refuse curbside collection service; the unit charge of \$\_\_\_\_\_ for each additional commercial property served with once-weekly collection service; and the unit charge of \$\_\_\_\_\_ for each additional commercial property served with twice-weekly collection service. Accounting of additional residential and commercial properties served and concurrent adjustment of the yearly contract sum shall be made as of January 1, 2009 and each six (6) months thereafter throughout the term of the contract.
- (c) The unit charge of \$\_\_\_\_\_ for separate and alternative collection and disposal of water heaters, ranges, dishwashers, clothes dryers, or other similar household appliances or similar items for which alternative arrangements for collection and disposal separate from but in conjunction with regularly scheduled collection and disposal of garbage and refuse may be necessary.
- (d) The unit charge of \$\_\_\_\_\_ for separate and alternative collection and disposal of refrigerators, air-conditioners, or other similar household items or appliances which are prohibited from disposal at the Frederick-Winchester-Clarke Regional Landfill.
- (e) After the end of each month, the contractor shall send to the town a statement of the contract sum and unit charges for services performed during that month. The contractor shall submit a detailed listing of all unit charges pursuant to paragraph (c) herein, including identification of property address and item(s) collected for alternative disposal.

Monthly statements must be submitted to the attention of the Assistant Town Manager/Treasurer. The Town will pay the amount due within thirty (30) days of the receipt of such statement.

- (f) The contract sum and unit charges to be paid in equal monthly installments for services performed for regular garbage and refuse collection during Contract Year Two (July 1, 2009 through June 30, 2010) and Contract Year Three (July 1, 2010 through June 30, 2011) of this contract shall be an amount equal to the contract sum and unit charges paid during Contract Year One increased or decreased by one hundred percent (100%) of the net percentage change in the Gross National Product Implicit Deflator as most recently published or by one hundred percent

(100%) of the net Percentage change in the Consumer Price Index for urban wage earners and clerical employees as most recently published at the time by the Bureau of Labor Standards, whichever is smaller.

- (g) The unit charge for separate and alternative collection and disposal pursuant to paragraph (c) herein may be adjusted as of July 1 of Contract Year Two and Contract Year Three during the term of this contract, upon successful negotiation and agreement by the contractor and the town. The adjusted contract unit price may be increased or decreased in such amount as the contractor and the town agree is necessary for the contractor to recoup the per unit cost for the separate and alternative service to be provided. The contractor shall notify the town of any proposed increase in such unit Charge for the next Contract Year no later than March 30 of each contract year.
- 2. If at any time during the contract period, the contractor's costs of collection are reduced such that contractor makes a general price reduction in the comparable price of any service covered by the contract to comparable customers (in terms of volume and scope of services performed), an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to other comparable customers generally. The contractor shall submit an invoice indicating thereon that the reduction is pursuant to this "Price Reduction" provision of the contract.

Section III: Part B--Residential Curbside Recycling Collection

- 1. The town shall pay to the contractor the contract sum and unit charges set out below, said payments to be made as hereinafter provided, for Contract Year One:
  - (a) The contract sum of \$ \_\_\_\_\_ per residential unit times \_\_\_\_\_ residential units, or per year, prorated in equal monthly installments of \$ \_\_\_\_\_, less amounts retained as a performance guarantee (if applicable pursuant to paragraph 6 above) .
  - (b) The sum of \$ \_\_\_\_\_ per month as the per unit charge for each additional residential property served, with monthly accountings of each such additional residential property served.
  - (c) At the end of each month, the contractor, shall send to the town a statement of the monthly contract sum and unit charges for services performed during that month. Monthly statements must be submitted to the attention of the Assistant Town Manager/Treasurer ( amount due will be paid within thirty (30) days of the receipt of statement). Contractor may combine the monthly statements required herein for Part B with the monthly statement required for Part A, so long as the combined statement clearly separates and identifies charges related to Part A and Part B of the contract .

2. For Contract Year Two (July 1, 2009 to June 30, 2010) and Contract Year Three (July 1, 2010 to June 30, 2011) the town shall pay to the contractor the unit charges set out in (a) and (b) above for Contract Year One ADJUSTED, however, as set out below:

(a) The monthly contract sum and unit charges for shall be increased or decreased by \_\_\_\_\_ percentage ( \_\_\_ %) of the net change in the Gross National Product Implicit Deflator or most recently published by the United States Department of Commerce, or the Consumer Price Index for Urban Wage Earners and Clerical Employees as most recently published by the Bureau of Labor Statistics, whichever is smaller.

(b) The contract sum and unit charges to be paid in equal monthly installments for services performed pursuant to Part B of the contract may be further adjusted as of July 1 of Contract Year Two ( July 1 , 2009 ) and Contract Year Three ( July 1, 2010 ) during the term of this contract, upon successful negotiation and agreement by the town and the contractor. The adjusted contract sum and unit charges may be increased or decreased in such amount as the contractor is able to demonstrate is necessary for the contractor to recoup the per unit costs for services provided. The contractor shall notify the town of any proposed increase in monthly unit charges for the next contract year no later than March 30 of each contract year. No other adjustments in unit charges shall be considered or permitted.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and date first said above.

CONTRACTOR:

\_\_\_\_\_

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

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

WITNESS: \_\_\_\_\_

TOWN OF BERRYVILLE, VIRGINIA

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

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

ATTEST: \_\_\_\_\_

Harry L. Arnold, Jr. , Recorder

SECTION IV: BID PROPOSAL FORM

TO: THE TOWN OF BERRYVILLE, VIRGINIA

The undersigned, having carefully examined the bid documents for the Town of Berryville's invitation to bid for the collection and disposal of garbage and refuse from within the town for thirty-six months beginning July 1, 2008, does hereby propose to furnish the service described in said documents for the Town of Berryville, Virginia and to furnish all labor, equipment, facilities, superintendents, mechanics, tools, material and all utilities, transportation, and all other services necessary to perform and complete all said work and work incidental thereto in a satisfactory and acceptable manner in accordance with all the specifications and provisions of the contract documents, including any addenda and exhibits thereto, for the price set forth below.

The undersigned certify that they have carefully examined and inspected field conditions and are familiar with all local conditions affecting the cost of collection of and disposal of garbage and refuse for the Town of Berryville, Virginia and that they understand the conditions under which the work is to be performed and that they waive all right to plead any misunderstanding regarding the work required or conditions peculiar to the same. The undersigned specifically understand that the term "garbage and refuse" includes discarded household effects and other debris as defined in the General Specifications.

In submitting this bid, it is understood that the right is reserved by the Town of Berryville, Virginia, to reject any or all bids. The right is further reserved by the town to award the contract to the bidder who, in the sole opinion of the town, is the lowest and best bidder for the services described and to waive all informalities in the bidding.

The undersigned proposed and agrees to execute and deliver the contract in the prescribed form within ten days after the award of the contract by the town and to provide the required insurance policies in force.

A certified or cashier's check, or bid bond, in the sum of \$1000.00 is submitted herewith, in accordance with the instruction to bidders.

If awarded a contract under this proposal, the undersigned proposes to start work on July 1, 2008, after the execution of the contract by both parties.

The undersigned hereby certifies that no person interested in this bid proposal is directly or indirectly interested in or connected with any other bid or proposal for the said work and no officer or employee of the Town of Berryville, Virginia, is directly or indirectly interested therein, or in any portion thereof, and as evidence they will, if required by the town, execute any noncollusion affidavits as may be provided.

#### SECTION IV: BID PROPOSAL

##### 1. PART A BID PROPOSAL: GARBAGE AND REFUSE COLLECTION/DISPOSAL

(a) Contract Year One: the undersigned bids \_\_\_\_\_ (\$ \_\_\_\_\_ )  
 \_\_\_\_\_  
 (dollars and cents)

per month as the unit charge for each residential property;  
 \_\_\_\_\_ (\$ \_\_\_\_\_ )  
 \_\_\_\_\_  
 (dollars and cents)

per month as the unit charge for each commercial property served with once-weekly collection service; and \_\_\_\_\_ (\$ \_\_\_\_\_ )  
 for each commercial property served with twice-weekly collection service during Contract Year One beginning July 1, 2008 and ending June 30, 2009. Based on these unit prices, the total monthly contract sum is:

_____	Residences @ \$ _____	= \$ _____
_____	Multi-Family Residential @ \$ _____	= \$ _____
_____	Once-weekly commercial @ \$ _____	= \$ _____
_____	Twice-weekly commercial @ \$ _____	= \$ _____
_____	Town litter containers @ \$ _____	= \$ _____
_____	Churches @ \$ _____	= \$ _____
	Total monthly contract sum for contract year	\$ _____
	Contract sum for contract year one	\$ _____

(c) During Contract Year One, the undersigned bids \_\_\_\_\_ as the per unit charge for each additional residential  
 \_\_\_\_\_  
 (dollars and cents)  
 properties served; \_\_\_\_\_ (\$ \_\_\_\_\_ ) as per unit charge  
 \_\_\_\_\_  
 (dollars and cents)

for each additional commercial property served with once-weekly collection service; and \_\_\_\_\_ (\$ \_\_\_\_\_ ) as the per unit charge for each additional  
 \_\_\_\_\_  
 (dollars and cents)  
 commercial property served with twice-weekly collection service.

(c) the undersigned bids \_\_\_\_\_ (\$ \_\_\_\_\_ )  
 \_\_\_\_\_  
 (dollars and cents)  
 as the unit charge for separate and alternative collection and disposal of refrigerators, air

conditioners or other similar household itmes or appliances which are prohibited from disposal at the Frederick-Winchester-Clarke Regional Landfill.

(d) Contract Years Two and Three: The undersigned bids the unit charges set out in (a) and (b) above for units served during contract year two beginning July 1, 2009 and ending June 30, 2010 and for contract year three beginning July 1, 2010 and ending June 30, 2011 ADJUSTED, however, as provided below:

The monthly contract sum and the unit prices for additional residential and commercial units shall be increased or decreased by \_\_\_\_\_ percentage ( \_\_\_\_ %) (here insert % amount)of the net percentage change in the Gross National Product Implicit Deflator most recently published by the United States Department of Commerce, or the Consumer Price Index for Urban Wage Earners and Clerical Employees as most recently published by the Bureau of Labor Statistics, whichever is smaller.

(e) The above bids include the collection and disposal of all garbage and refuse, as defined in the Bid/Contract Documents.

(f) Containerized Service to Apartments, Condominiums, Townhouses and Commercial Establishments: The town, at its option at any time during the contract period may require contractor to provide containerized service to certain apartments, condominium townhouses and commercial establishments for the remainder of the contract term at the rate bid herein. The undersigned bids the following monthly charges applicable in Contract Year One beginning July 1, 2008 and ending June 30, 2009 for containerized garbage and refuse removal service to apartments, condominium townhouses and commercial establishments to which the contractor would provide and maintain suitable, durable, sanitary covered containers to be placed at locations within the premises served accessible to contractor's collection vehicles:

Container Service Bid for Contract Year One

<u>Container Size</u>	<u>Collected</u>	<u>Monthly Charge per container</u>
---------------------------	------------------	---

1 cubic yard	2 times weekly	\$ _____
2 cubic yards	2 times weekly	\$ _____
3 cubic yards	2 times weekly	\$ _____
4 cubic yards	2 times weekly	\$ _____

In the event more than one container is located within the same premises, a discount of \_\_\_\_\_ percentage ( \_\_\_\_ %) shall apply to the above charges.  
(here insert % amount)

**\*NOTE:** Bidders may revise the designated container sizes to match existing equipment. The bid, however, to be responsive, should include containers of sizes in common use in small and large establishments. The charges set out above shall be increased or decreased for contract years two and three by the same adjustments provided in paragraph (c) above.

2. Part B Bid Proposal: Curbside Recycling Collection Service

(a) Contract Year One: the undersigned bids the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) per residential unit times \_\_\_\_\_  
(dollars and cents)

units, or \_\_\_\_\_  
(dollars and cents)

(\$ \_\_\_\_\_) per year, prorated in equal monthly installments of

\_\_\_\_\_ (\$ \_\_\_\_\_), less amounts retained as  
(dollars and cents)

performance guarantee, if applicable, for services performed pursuant to Part B of the Bid/Contract Documents.

(b) A per unit charge of \_\_\_\_\_  
(dollars and cents)

(\$ \_\_\_\_\_) shall apply to each additional residential property served pursuant to the

adjustment provisions for the number of residential properties served as set forth in the Bid/Contract documents.

(c) Contract Years Two and Three: The undersigned bids the unit charges set out in (a) and (b) above for units served during contract year two beginning July 1, 2009 and ending June 30, 2010 and for contract year three beginning July 1, 2010 and ending June 30, 2011 ADJUSTED, however, as provided below:

- (1) The monthly contract sum and the unit prices shall be increased or decreased by \_\_\_\_\_ percentage (\_\_\_\_%) of the net percentage change in the Gross National Product Implicit Deflator most recently published by the United States Department of Commerce, or the Consumer Price Index for Urban Wage Earners and Clerical Employees as most recently published by the Bureau of Labor Statistics, whichever is smaller.
- (2) The contract sum and unit charges to be paid in equal monthly installments for services performed may be further adjusted as of July 1 of Contract Year 2 (July 1, 2009) and Contract Year Three (July 1, 2010) upon successful negotiation and agreement by the contractor and the town. The adjusted contract sum and unit charges may be increased or decreased in such amount as the contractor is able to demonstrate is necessary for the contractor to recoup the per unit costs for services provided.

### 3. Part C Bid Proposal: Additional Bid Items

This section addresses specific tasks that are not a part of the base bid, which may or may not be adopted as a part of an initial contract.

Successful bidder shall, within 60 days of bid award, complete any necessary survey of the town's downtown businesses (not to include industrial uses) to determine the amount and nature of recyclable materials produced by each business. Said survey shall be submitted to the Town Manager upon its completion.

If the town determines that it wants to have the successful bidder complete one or more of the tasks listed below, then the contractor would be contacted in writing and shall begin providing such service within 60 days of said notice. Said collections would occur on Fridays between the hours of 7:00 a.m. and 11:00 a.m.

The town is under no obligation to have the services listed below performed unless requested as required above.

1. Commercial Curbside Recycling Collection Service

(a) Contractor to provide Weekly Commercial Curbside Recycling Collection Service for the contract sum of \$ \_\_\_\_\_ per commercial stop in accordance with Part B.

(b) Contractor to provide collection of Commingled Mixed Paper as a part of Weekly Commercial Curbside Recycling Collection Service for contract sum of \$ \_\_\_\_\_ per yard (in addition to base fee per yard fee quoted above).

2. Commingled Mixed Paper Collection with Residential Collection Service

(a) Contractor to provide collection of Commingled Mixed Paper as a part of **Weekly** Residential Curbside Recycling Collection for the contract sum of \$ \_\_\_\_\_ per unit (in addition to the base recycling per unit fee quoted within).

(b) Contractor to provide collection of Residential Commingled Mixed Paper (Curbside) on a **Monthly** basis for the contract sum of \$ \_\_\_\_\_ per unit (in addition to base recycling per unit fee quoted within).

(c) Contractor to provide collection of Commingled Mixed Paper (Curbside) on a **Quarterly** basis (four times per year) for the contract sum of \$ \_\_\_\_\_ per unit (in addition to base recycling per unit fee quoted within).

D. QUALIFICATIONS AND EXPERIENCE

A. IDENTITY

1. Name of bidder: \_\_\_\_\_

2. Address of bidder: \_\_\_\_\_

3. Name & telephone of Principals to whom inquiries should be made:

\_\_\_\_\_



2. \_\_\_\_\_

IF GENERAL OR LIMITED PARTNERSHIP, has partnership certificate been recorded in any court of record?

If so indicate where and when \_\_\_\_\_.

Identify instrument by book and page no. Book \_\_\_\_\_ Page \_\_\_\_\_

If recorded or registered elsewhere, please indicate location and identification:

\_\_\_\_\_  
(Submit as exhibits executed copies of partnership agreement and the certificate of partnership)

IF BIDDER IS A CORPORATION-

Name of Corporation \_\_\_\_\_  
\_\_\_\_\_

Trade name (if any) \_\_\_\_\_

Address (include zip code) \_\_\_\_\_  
\_\_\_\_\_

Telephone (include area code) \_\_\_\_\_

Corporation was organized \_\_\_\_\_ under laws of \_\_\_\_\_  
(date) (State)

List ALL corporate officers indicating percent (%) of common stock held. (List name, position held, address and percentage(%)).

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

List ALL stockholders\* holding as much as 10% of the voting stock of the corporation. If the corporation is a "shell", list all persons whom it is contemplated will hold 10% or more of the common stock. Indicate names, addresses and percent held.

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(submit as Exhibit, one executed copy of articles of incorporation)

\*If any of the above names are organizations or corporations, complete a new form on separate sheet for each until all ownership interests (individuals) are identified.

CORPORATE APPLICANTS ONLY

INSTRUCTION: If bidder is a corporation, answer the following:

1) Stock of corporation

Class of Stock \_\_\_\_\_ Par Value \_\_\_\_\_ Vote Per Share \_\_\_\_\_

No. Shares Authorized \_\_\_\_\_ No. Shares Issued \_\_\_\_\_

No. Shares Subscribed \_\_\_\_\_ Total Number Stockholders \_\_\_\_\_

- 2) Has bidder any other obligations or securities authorized or outstanding which bear voting rights either absolutely or upon any contingency? yes \_\_\_\_\_ no \_\_\_\_\_

If so, submit as an Exhibit, a statement of (a) the nature of such securities, (b) the face value or par value, (c) the number of units authorized, (d) the number of units issued and outstanding, (e) the number of units, if any, proposed to be issued, (f) the conditions or contingency upon which such securities may be voted.

- 3) Is bidder corporation, directly or indirectly, controlled by another corporation or legal entity? yes \_\_\_\_\_ no \_\_\_\_\_

- 4) Is 5 percent or more of the stock of bidder corporation owned by another corporation or legal entity? yes \_\_\_\_\_ no \_\_\_\_\_

- 5) If the answer to questions 3 or 4 above is "yes", state below the names of such other corporation or legal entity, and submit as Exhibits, (a) a statement of how such control, if any, exists and the extent thereof, and (b) with respect to such other corporation or legal entity, a statement giving the same information as required for question 1 above.

Name of Corporation or entity \_\_\_\_\_

If the corporation or legal entity named in question 5 is a subsidiary, state the name of such other parent corporation or legal entity, and submit a statement for each such corporation or legal entity in answers to questions 1 through 5, to and including the organization having final control.

Name of Corporation or entity \_\_\_\_\_

IF BIDDER IS A JOINT VENTURE - List below the trade name of the venture, business address, including zip code, telephone number, including area code).

Trade Name: \_\_\_\_\_

Business Address & Telephone: \_\_\_\_\_

Principal participants in the venture (name, address & business or participant, percentage or each participant's commitment):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

IF BIDDER IS AN UNINCORPORATED ASSOCIATION - List below the trade name of the association, participants and such details as will fully identify the applicant and the principals involved.

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

Indicate here total number of persons having any ownership interest \_\_\_\_\_

(Submit as an Exhibit one copy of any agreements between or among the parties.)

### B. FINANCE

The following are the full names and addresses of each and every person (whether or not connected with bidder, including partners, shareholders, or subscribers to capital stock or the applicant) who has furnished or will furnish funds, property, service, credit, loans, donations, assurances, or other things of value, or will assist in any other manner in financing: ("Furnish" or "furnished" as herein used includes payments for capital stock or other securities, loans and other credits, gifts and any other contributions.)

- a. For each person who has agreed to furnish funds, purchase stock, extend credit, or guarantee loans, submit a copy of the agreement by which each person is so obligated, showing the amount, rate of interest, terms of repayment,

and security, if any. If no security is required, so state .

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- b . For each such person (except financial institutions) who has agreed to furnish funds or purchase stock (equivalent to 10% of common equity) but who has not already done so, submit credible evidence of financial capability (in the form of liquid assets) to meet the proposed commitment . Such evidence must be authenticated and dated.
- c. If bidder or any person named in the exhibit has pledged, hypothecated or otherwise encumbered any stocks or other securities for the purpose of providing applicant with funds for performance of the contract, submit a statement explaining each such transaction.
- d. For financial institutions who have agreed to make a loan, submit a copy of the document by which the institution has indicated its commitment to provide such loan or loans, showing the amount of loan, terms of payment or repayment of loan, collateral, security and down payment required and rate of interest to be charged. If there are any special requirements such as moratorium on principal or Interest, or a waiver of collateral, etc., such must be shown on the document of credit. In the event such documents requires special endorsements or guarantees, a statement from the party or parties required to provide such endorsement or guarantee must be submitted with the document as supporting evidence of their willingness to so provide.
- e. Attach a current financial statement certified by the chief financial officer of the applicant. Attach a financial statement for corporation, individual or each party in joint venture or partnership, as appropriate.
- f. Provide a bank reference.

### C. MANAGEMENT

1. Name and describe the qualifications of all partners, officers and principal employees who will have significant managerial responsibilities for the service. Use separate sheets as necessary in this section.

2. Describe how refuse collection service in Berryville would be supervised (i.e., roving foreman, use of two-way radios, etc.)

3. Describe collection manpower and methods to be used (i.e., one-, two-, or three-collector vehicles, task system, etc.)

4. Will your collectors be in uniform?

5. Describe office and repair facilities you operate.

6. Wages and fringe benefits to be paid at start of contract:

a)	Collector:	Starting pay/hour	\$ _____
		Top pay/hour	\$ _____

b)	Driver:	Starting pay/hour	\$ _____
		Top pay/hour	\$ _____

c) Describe sick leave policies, if any

d) Describe vacation leave policies, if any

e) Describe paid employee group insurance, if any

f) How many drivers and collectors did you employ 30 hours per week or more during each of the months shown.

Drivers

Collectors

January,

February

March

April

- g) How many drivers and collectors did you hire during the period January 1, 2007 to December 31, 2007.

Drivers \_\_\_\_\_  
Collectors \_\_\_\_\_

- h) Submit a separate statement offering any additional information you believe relevant to evaluation of your bid.

#### D. EQUIPMENT

1. Provide a complete list and description of all refuse collection vehicles owned:

<u>Year</u> <u>Manufactured</u>	<u>Chassis</u> <u>Make/Model</u>	<u>Compactor</u> <u>Make/Model-size</u>	<u>Bought</u> <u>New or Used</u>
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2. Do you intend to add equipment to serve Berryville if awarded the contract? If so, list under #1 above and indicate "To be acquired" in right hand column.

#### E. PRESENT BUSINESS ACTIVITY

1. Describe present business activity as follows:

<u>Location/</u> <u>Area served</u>	<u>Contract or</u> <u>Private</u>	<u>No. of</u> <u>Residences</u>	<u>Rate</u> <u>Charged</u>	<u>No. of</u> <u>Commercial</u>	<u>Rate</u> <u>Charged</u>
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2. List contracts with cities, towns, counties or homeowners associations and give name and phone of contract administrator

<u>Contract With</u>	<u>Date Hired</u>	<u>Administrator/Phone</u>
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Signed at \_\_\_\_\_, \_\_\_\_\_, this  
(City/Town) (State)  
\_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
(bidder)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name of Officer – Title)

CERTIFICATE

I, as Secretary of \_\_\_\_\_  
a corporation organized and authorized to do business in the State of Virginia, do certify that at a  
meeting of the Board of Directors of said corporation at which a quorum of the Directors was  
present and voting throughout, the above-named officer of this corporation was authorized to  
sign this Proposal and to bind this corporation to the terms and provisions of this proposal.

IN WITNESS WHEREOF, I have set my hand and official seal of the corporation  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Secretary)

(SEAL)

Attachment 1

Code of the Town of Berryville  
Chapter 8

ARTICLE I. IN GENERAL

**Sec. 8-1. Violations of chapter.**

Unless otherwise specifically provided, a violation of any provision of this chapter shall constitute a Class 4 misdemeanor.

**Cross references:** Penalty for Class 4 misdemeanor, § 1-11.

**Sec. 8-2. Unlawful accumulations.**

(a) It shall be unlawful for any owner or occupant of any premises within the town to allow garbage, ashes, refuse, trash, litter or other substances which might endanger the health of other residents of the town to accumulate on such premises.

(b) The owner of any property in the town shall remove accumulations referred to in subsection (a) above from such property at intervals to be designated by the council. Reasonable notice of the date fixed by the council for such removal shall be given by newspaper publication, mail or delivery of a written notice to each owner of property.

(c) Upon the failure of the owner of property to remove trash, garbage, refuse, litter and other substances which might endanger the health of other residents of the town, as provided in the notice given pursuant to subsection (b) above, the town manager may have such trash, garbage, refuse, litter and other substances removed and bill the owner for the work. Upon the owner's failure to pay such bill by tax billing time, such bill shall be placed upon the tax bill of the owner so delinquent and collected as taxes are collected.

(Code 1971, §§ 8-1, 8-3)

**Cross references:** Open storage of inoperative vehicles in certain zoning districts, § 13-30; abandoned or discarded refrigerators or other airtight containers, § 13-31; cutting and removal of weeds and other foreign growth on vacant property, § 13-32; maintenance of property abutting Town Run, § 13-33.

**State law references:** Authority for above section, Code of Virginia, §§ 15.1-11, 15.1-867.

**Sec. 8-3. Littering generally.**

(a) Any person who shall dump or otherwise dispose of trash, garbage, refuse, litter or other unsightly matter on a public street or highway, right-of-way, property adjacent to such street or highway or right-of-way, or on any public property of the town or private property within the town, without the written consent of the owner thereof or his agent, shall be guilty of a Class 1 misdemeanor.

(b) When any person is arrested for a violation of this section, and the matter alleged to have been dumped or disposed of has been ejected from a motor vehicle, the arresting officer may comply with the provisions of section 10-2 of this Code in making such arrest.

(c) When a violation of the provisions of this section has been observed by any person, and the matter dumped or disposed of has been ejected from a motor vehicle, the owner or operator of such motor vehicle shall be presumed to be the person ejecting such trash, garbage, refuse, litter or other unsightly matter. Such presumption shall be rebuttable by competent evidence.

(d) Upon conviction of any person for a violation of this section, the court may suspend the imposition of any sentence on condition that the defendant volunteer his services, for such period of time as the court may designate, to remove litter from streets, highways and other public property in the town.

(Ord. of 12-12-72)

**Cross references:** Penalty for Class 1 misdemeanor, § 1-11; deposit of hazardous material on streets, § 15-15.

**State law references:** Similar provisions and authority to adopt above section, Code of Virginia, §§ 33.1-346, 33.1-346.1.

**Sec. 8-4. Disposal in town of trash, garbage, etc., accumulated outside town.**

(a) It shall be unlawful and a Class 1 misdemeanor for any person to place, dump or otherwise dispose of trash, garbage, refuse, litter or any other unsightly matter that has been accumulated or collected outside the corporate limits of the town at any place within the town. This section shall not apply to a person using the public facilities of the town for the disposal of such matter, with the express permission of the town council or its designated agent.

(b) The provisions of subsections (b) and (c) of section 8-3 shall apply to violations of this section to the same extent as if set out at length in this section.

(Ord. of 2-13-73; Ord. of 2-13-79, § 8-15)

**Cross references:** Penalty for Class 1 misdemeanor, § 1-11.

**Sec. 8-5. Dumpster, defined; prohibited times for emptying.**

(a) For the purpose of this section a "dumpster" shall mean any container designed to contain refuse or garbage and which is emptied by mechanical means.

(b) It shall be unlawful for any person to empty a dumpster in town between the hours of 10:00 p.m. and 7:00 a.m. except within industrially zoned areas of the town.

(Ord. of 1-12-99)

**Sec. 8-6. Upsetting, tampering and misusing litter receptacles maintained by the town.**

No person shall cause the removal, upsetting, mutilation or defacing of, or tamper with any litter receptacle maintained by the town, cause the contents thereof to be spilled or to be strewn in or upon any public place or private premises, or use such receptacle for disposal of business or household refuse

(Ord. of 2-13-01)

**State law references:** Authority for above section, Code of Virginia, Section 15.2-927.

Secs. 8-6--8-14. Reserved.

**ARTICLE II. COLLECTION BY TOWN\***

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**\*Cross references:** Department of public works responsible for refuse collection, § 2-53.

**State law references:** Authority of town to operate a garbage and refuse collection and disposal system, Code of Virginia, § 15.1-857.

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**Sec. 8-15. Report of violations of article.**

If any person fails to comply with the provisions of this article, the employees of the town engaged in the collection and removal of garbage, ashes and refuse shall report such failure to the town manager.

(Ord. of 2-13-79, § 8-12)

**Sec. 8-16. Containers generally--For garbage.**

(a) All garbage, consisting of food waste and organic matter, to be collected by the town shall be placed in tied disposable plastic bags or in water-tight containers of durable construction which shall be rust-resistant, nonabsorbent, easily washable, with tight fitting covers and handles and with a capacity of not less than five (5) nor more than thirty-two (32) gallons. All such nondisposable containers shall be of such construction as to prevent disturbance by animals and entrance by insects and to allow safe handling by one collector.

(b) The total weight of any garbage container, together with its contents, shall not exceed fifty (50) pounds.

(Ord. of 2-13-79, §§ 8-5, 8-7; Ord. of 11-13-90; Ord. of 10-13-98)

**Sec. 8-17. Same--For ashes.**

(a) Ashes to be collected by the town shall be placed separately from garbage and other refuse, in cans or other light noncombustionable containers that can be handled without coming apart. Such containers shall not be filled closer than two (2) inches to the top and shall be covered to prevent spilling.

(b) The total weight of any container for ashes, together with its contents, shall not exceed seventy-five (75) pounds.

(Ord. of 2-13-79, §§ 8-6, 8-7)

**Sec. 8-18. Same--For other refuse.**

Rubbish consisting of cans, bottles, rags, paper, weeds, leaves, grass cuttings, tree cuttings, solid waste materials from homes, stores and commercial buildings and other refuse to be collected by the town, other than that provided for in sections 8-16 and 8-17, shall be placed in cans, plastic bags or other containers that can be safely handled without coming apart, of such size, not exceeding thirty-two (32) gallons capacity, that can be handled by one collector and filled and secured so as to prevent spillage of the contents.

(Ord. of 2-13-79, § 8-8)

**Sec. 8-19. Preparation of garbage.**

No person shall place any garbage in any container required by section 8-16, without first draining the liquid from such garbage and wrapping the garbage in paper or plastic.

(Ord. of 2-13-79, § 8-5)

**Sec. 8-20. Preparation of cardboard and other bulky materials.**

Cardboard containers and other bulk materials to be collected by the town need not be placed in containers, but will be collected by the town if flattened and securely tied in compact bundles that can be handled by one collector. No such bundle shall exceed four (4) feet in length and fifty (50) pounds in weight.

(Ord. of 2-13-79, § 8-9; Ord. of 10-13-98)

**Sec. 8-21. Collection times and routes.**

The town manager shall establish and specify the days and hours each week when town employees shall collect garbage, ashes and refuse and the routes to be served at the times so specified.

(Ord. of 2-13-79, § 8-14)

**Sec. 8-22. Placement of containers on collection day; collectors not to enter building.**

(a) All containers containing garbage, ashes or refuse for collection by the town shall be set out not later than 7:00 a.m. on collection days. No containers may be set out for collection more than twenty-four (24) hours before the established collection time and empty containers shall be removed on the same day of collection.

(b) All containers shall be placed in such location as is specified by the town manager, so that they can be reached easily and conveniently by the collectors. No town employee or collection agent shall enter any building for the removal of garbage, ashes or refuse.

(Ord. of 2-13-79, §§ 8-16, 8-17; Ord. of 11-13-90; Ord. of 10-13-98)

**Sec. 8-23. Preparation of tree branches, brush, leaves and other yard waste.**

(a) Tree branches and brush to be collected by the town shall be securely tied in compact bundles that can be handled by one collector. No such bundle shall exceed four (4) feet in length, twelve (12) inches in diameter and fifty (50) pounds in weight.

(b) Leaves and grass clippings to be collected by the town shall be placed in plastic bags. No such bag shall exceed fifty (50) pounds in weight.  
(Ord. of 10-13-98)

**Sec. 8-24. Certain refuse not to be collected.**

(a) Rejected building materials, tin, contractors' waste, industrial waste, automobiles or parts thereof, tires, hazardous materials, such as cleaning fluids, explosives, gasoline, oil, paints, plastics, rubber cuttings or other highly flammable materials, or substances such as poisons, gases, caustics, radioactive materials or powdery earth used in filter cleaning fluids or other like refuse materials or substances shall not be collected by the town. In the event such refuse is found at collection points, the persons placing the same for collection shall be required to remove the same immediately. Radioactive materials, drugs, poisons and like substances shall be removed under the supervision of the health officer or some other qualified person.

(b) No animal or fowl excrement shall be collected by the town and no such excrement shall be placed in any container or receptacle required by this article or otherwise put out or placed for collection by the town.

(c) Ashes containing live coals shall not be collected by the town.  
(Ord. of 2-13-79, §§ 8-5, 8-6, 8-10)

TOWN OF BERRYVILLE

**ATTACHMENT 2**

SPECIFICATIONS FOR CURBSIDE RECYCLING CONTAINERS

1. Capacity Greater than or equal to 10 gallons and less than or equal to 15.1 gallons, as measured below cut-out handles, if any.
2. Weight Less than five (5) pounds.
3. Material A blend of HDPE plastic or equivalent. The containers must be U.V. stabilized so as to minimize deterioration and color fading by sunlight. Containers should resist damage from most household chemicals and solvents, and must be resistant to temperatures ranging from minus ten to plus 110 degrees Fahrenheit. Preferably containers will be made with the greatest amount of recycled plastic resin as possible.
4. Construction Flexible, one-piece injection molded. Must have cut-out or external handles. All edges must be rounded for safety of both collection employees and the homeowner.
5. Lettering Containers must be hot stamped/imprinted, in letters a minimum of four by three inches in size, with either "Town of Berryville" and/or the name of the contractor for identification purposes. The recognized logo for recycling may also be included. Any other text or artwork must be approved by the town.
6. Color All containers must be of the same color. Sample of color must be submitted in advance for town approval.
7. Warranty Minimum three year replacement warranty.
8. Strength Minimum rated capacity of 50 pounds.
9. Controlled Drainage The container must have an internal drainage system designed in such a way as to channel liquids to a minimum of two inches or have larger vent holes in the bottom of the container to drain excess accumulations of liquids.

**TOWN OF BERRYVILLE  
INVITATION FOR BIDS  
PART A: GARBAGE AND REFUSE COLLECTION/DISPOSAL  
PART B: RESIDENTIAL CURBSIDE RECYCLING COLLECTION SERVICE**

SECTION I: GENERAL INFORMATION AND TERMS OF SOLICITATION

1. INVITATION TO BID

The Town of Berryville, Virginia, is seeking two-part bid proposals from qualified contractors to provide regular collection and disposal of garbage and refuse and residential curbside collection of commingled recyclable materials for a thirty-six (36) month contract period beginning July 1, 2008. All offerors must submit Part A, Part B and Part C Proposals for acceptance by the town.

All Part A and Part B bids and Part C Additional Bid Items must be submitted on Bid Forms supplied by the Town of Berryville, and must be in accordance with all the bidding documents. Copies of Bid Documents may be obtained from the Town Office, 23 East Main Street, Berryville, Virginia, 22611, during the hours 8:30 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

Sealed Bids must be received by the Town of Berryville at the Town Office on or before 2:00 p.m. on Friday, April 25, 2008, at which time they will be publicly opened and read aloud. The envelope containing the Part A and Part B Bids must be sealed and clearly marked **"BERRYVILLE - Bids for Garbage and refuse Collection/Disposal and Curbside Recycling Collection Service. DO NOT OPEN"**

The issuance of this solicitation constitutes only an invitation to submit responsive bids to the Town of Berryville. The town reserves the right to determine, in its sole discretion, whether any aspect of the bids satisfies the criteria established in this solicitation, to waive any irregularities or informalities in the bids, to negotiate with any person submitting bids, to reject any or all bids or any portion thereof, with or without cause, and to take any other action which is deemed appropriate and in the best interest of the Town of Berryville.

2. GOAL AND SCOPE OF SERVICE

The Town of Berryville wishes to award a two (2) part contract for the furnishing of all labor and equipment, excepting containers, for the collection and disposal of all residential and commercial garbage and refuse within the corporate limits of the town, and for weekly residential curbside recycling collection service, including new and/or replacement containers as may be necessary, in conjunction with the garbage and refuse collection service, for a thirty-six (36) month contract period beginning July 1, 2008. All bids submitted to the Town must be responsive to Part A, Part B and Part C Bid Documents. The Town may elect to accept Additional Bid items as set forth in Part C of the Bid Documents.

### 3. SCHEDULE AND BASIS OF CONTRACTOR SELECTION

The selection of the town's contractor and award of the Part A and Part B contract, if awarded, will be subject to the following schedule and basis of selection:

1. Receipt of complete submittals by 2:00 p.m. on Friday, April 25, 2008 at the Town Office, 23 East Main Street, Berryville, Virginia, 22611, at which time they will be publicly opened and read aloud at 15 East Main Street, Berryville, Virginia.
2. Evaluation of submittals, possibly including interviews with potential contractors, will be conducted for presentation to the Town Council at its regularly scheduled monthly meeting of Tuesday, May 13, 2008 at 7:30 p.m.
3. Award of the contract, if awarded by Town Council, for the thirty-six (36) month contract period beginning July 1, 2008 and ending June 30, 2011. The contract award will be in accordance with the Town of Berryville Purchasing Policies and Procedures for Competitive Bidding. The town intends to select the Bidder which, in the sole opinion of the town, is deemed to be the lowest responsive and responsible Bidder for the combined total of both Part A and Part B Bids.

### 4. TERMS OF SOLICITATION

This Solicitation consists of all information, instructions, requirements, forms, materials, questionnaires, bonds, contracts and terms as are set out in the Table of Contents, including any attachments thereto, of the Bid Documents.

The Town of Berryville will award or reject the Part A and Part B contract within thirty-five (35) days of the date the Part A and Part B Bids are opened. All bids submitted shall remain valid for a period of sixty (60) days from the time the Bids are opened.

The procedures set forth in the Solicitation and Bid Documents are for the convenience of the Town of Berryville and shall not give rise to any rights in any Person. In the event a Part A and/or Part B contract is not awarded for any reason, the Town of Berryville shall have no obligation or liability to any Person for any costs or expenses incurred in connection with this solicitation, nor with any Bid or transactions contemplated by this Solicitation.

By Submitting Part A and Part B Bids and Part C Additional Bid Items, a Bidder warrants that the Bidder: (a) has reviewed all pertinent Bid and Contract Documents, including all addenda thereto, (b) has inspected the sites at which the work will be performed and the conditions under which the work will be performed, and (c) has not discovered any ambiguities or conflicts, or has clarified any ambiguities or conflicts prior to submission of Bids in the work description, specifications or other terms and/or conditions of the Solicitation, Bid Documents, and/or Contract Documents.

5. INSTRUCTIONS TO BIDDERS

1. Sealed bids for furnishing all labor and equipment, except containers, for collection and disposal of garbage and refuse (Part A and for all labor and equipment, including new and/or replacement containers as may be required and necessary, for provision of residential curbside collection, transportation and marketing of recyclable materials (Part B), within the corporate limits of the Town of Berryville, Virginia, for a thirty-six (36) month contract period beginning July 1, 2008 will be received at the Office of the Town Manager, 23 East Main Street, Berryville, Virginia, 22611, on or before 2:00 p.m. (EST) Friday, April 25, 2008, at which time they will be publicly opened and read aloud at 15 East Main Street, Berryville, Virginia.
2. Only bids properly completed and typewritten on Bid Forms furnished herein by the Town of Berryville will be accepted.
3. Bids which are not responsive to both Part A and Part B of the Bid Documents and Part C Additional Bid Items will not be accepted.
4. Bids must be submitted in a sealed envelope with the following notation clearly typed or printed on the outside of the envelope: **"BERRYVILLE - Bids for Garbage and refuse Collection/Disposal and Curbside Recycling Collection Service. DO NOT OPEN"**.
5. Bidders are cautioned to carefully examine the conditions affecting the collection, transportation, disposal and/or marketing of garbage and refuse and recyclable materials in the Town of Berryville and to make all necessary investigations to acquaint themselves with the quantity and character of all materials to be handled under the contract to be awarded.
6. Each bid submitted shall remain valid for a period of sixty (60) days from the date of the bid opening.
7. Each Bid shall be accompanied by the following:
  - (a) A certified or cashier's check or bid bond in the sum of \$1000 as surety for the contract. The check or bond shall be made payable to the Town of Berryville, Virginia, and in the case of bid bonds, shall be executed by a company authorized to do business in Virginia. Surety checks and bonds will be held as a guarantee that, in the event the bid is accepted and the contract awarded to the bidder, the contract will be duly executed and the required insurance policies provided. In case the successful bidder neglects to so execute or provide the required insurance for any reason, the bond or check accompanying said bid submittal shall be forfeited to the Town of Berryville, not as penalty, but as

liquidated damages. All other checks or bid bonds will be returned as soon as an award is made, not to exceed thirty-five (35) days from the bid opening.

- (b) The bidder is required to state in detail what work of a similar nature to that included in the proposed contract he has done, to give references and such other detailed information as will enable the town to judge his skill, experience and responsibility. Among other things, this statement shall include the following: evidence to the effect the bidder maintains a permanent place of business; has adequate facilities and equipment available for the work under the proposed contract; evidence to the effect the bidder has appropriate experience and has in employ a sufficient number of skilled and trained workers to carry out the work to be done under the contract. The experience statements must be typewritten and fully completed on forms furnished by the Town of Berryville herein.
8. Any person contemplating submitting a bid for the proposed Part A and Part B Contract and Part C Additional Bid Items in doubt as to the true meaning of any part of the Bid and/or Contract Documents may submit to the Town Manager a written request for an interpretation thereof. The Town Manager shall not discuss or respond to any requests or inquiries that are not in writing. Said written requests or inquiries shall be received by Town Manager no later than 12:00 noon April 16, 2008. Any interpretation of the bid and/or proposed contract documents will be mailed to each propospective bidder who has requested bid and proposed contract documents as specified herein. The town will not be responsible for any other explanations or interpretations of the bid and/or proposed contract documents. Replies will be issued by the Town Manger by end of business on April 18, 2008.
  9. No bid may be withdrawn after it has been deposited with the Town of Berryville.
  10. The town reserves the right to determine, in its sole discretion, whether any aspect of a bid satisfies the criteria established in this Solicitation, to waive any irregularities or informalities in any bid, to negotiate with any person submitting a bid, to reject any or all bids with or without cause, and to take any other action which is deemed in the best interest of the town.
  11. No more than one bid may be submitted by the same person, firm or corporation.
  12. No bid will be considered which is not fully responsive to this Solicitation, including all bid and proposed contract documents.

## SECTION II: GENERAL SPECIFICATIONS

The following General Specifications shall be attached to and become part of the contract dated \_\_\_\_\_, by and between BFI Waste Services LLC hereinafter called "the contractor", and THE TOWN OF BERRYVILLE, hereinafter called "the town":

### PART A: GARBAGE AND REFUSE COLLECTION/DISPOSAL

#### 1. Intent and Purpose

The general purpose of Part A of the aforementioned contract is to provide for the collection and disposal of garbage and refuse within the corporate limits of the Town of Berryville for a contract period beginning July 1, 2008 and ending June 30, 2011. All applicable provisions of Chapter 8 of the Code of the Town of Berryville shall apply to the contract. Further, the contractor shall at all times observe and comply with all federal, state, county and town laws which affect the conduct of the work, including all federal, state and local motor vehicle laws.

#### 2. Definitions

- a. The term "garbage and refuse" shall include, but not be limited to, trash, rubbish, food wastes, household wastes consisting of non-hazardous materials, furniture, bed springs and mattresses, toys, porcelain, and carpeting (bundled and tied not to exceed three [3] square feet cross-sectional area per bundle). It shall also include water heaters, ranges, dishwashers, clothes washers and dryers, refrigerators, air conditioners and other household appliances or similar items for which alternative arrangements for collection and disposal separate from, but in conjunction with, regularly scheduled collection and disposal of garbage and refuse may be necessary. The term "garbage and refuse" shall not include any hazardous materials not acceptable at the Frederick-Winchester-Clarke Regional Landfill (other than household appliances as addressed herein), construction materials or other contractor materials and yard wastes disposed by a private contractor in a residential area, or any other materials as prohibited pursuant to Chapter 8, Section 8-24 of the Town Code.
- b. The word "town", when used in this contract to designate territory to be served by the contractor, shall mean and include all of the territory lying within the municipal boundaries of the Town of Berryville, Virginia, as they presently exist and as they may be adjusted in the future.

### 3. Collection Schedule

- a. Garbage and refuse shall be collected by the contractor two (2) times per week from designated commercial properties and one (1) time per week from residential properties and all other commercial properties not designated for twice-weekly commercial collection pursuant to the following schedule:
  - (1) Tuesday: Collection from all street litter receptacles within the town and from those commercial properties designated by the Town Manager for twice-weekly collection;
  - (2) Thursday: Collection from all residential properties, situated east of the centerline of Buckmarsh Street (Route 340)
  - (3) Friday: Collection from all street litter receptacles, all commercial properties in town and all residential properties situated west of the centerline of Buckmarsh Street (Route 340).
- b. No garbage and refuse collection shall be scheduled for Sunday or the following holidays: New Years Day, Memorial Day, July 4th, Thanksgiving and Christmas. An annual holiday schedule for the first year is due within fifteen days of the contract award, and no later than June 1st of each contract year.
- c. When weather conditions prevent the collection of garbage and refuse or when a regularly scheduled day falls on a holiday specified above, collection will be made on the next day. In the event a scheduled collection can not occur due to weather conditions the contractor must notify the Director of Public Works by 6:30 a.m.
- d. No collection of garbage and refuse from residential properties shall begin before 7:00 a.m. or continue after 6:00 p.m. without specific approval from the Town Manager for exceptional or unusual situations.
- e. No collection of garbage and refuse from commercial properties shall begin before 7:00 a.m. or continue after 11:00 a.m. without specific approval from the Town Manager for exceptional or unusual situations.

### 4. Equipment

The contractor shall provide the necessary equipment, excluding containers, in order to fulfill the contract obligations herein stated. The equipment shall conform to and be maintained in line with industry standards. The contractor shall operate all vehicles in a safe manner which provides the least obstruction and interruption possible to vehicular and pedestrian traffic. The contractor's equipment shall conform at all times to applicable federal, state and local laws. Contractor's equipment shall be operated and maintained in

a manner that prevents the release of liquids from waste onto streets during collection. All refuse collection trucks shall be equipped with cart tipper arms.

5. Service to be Performed

- a. The contractor shall collect and dispose of all garbage and refuse placed at the curbside when placed there in accord with the provisions of Chapter 8 of the Town Code. Refuse storage containers must be placed by the contractor where originally picked up in an upside-down position with the lids placed flat on the ground. Contractor shall empty street litter recepticals and return liner and lid to proper position. When requested to do so by the Town Manager, the contractor shall collect garbage and refuse at the curb of private streets or driveways within residential developments when individual residential lots do not front on public streets. The town shall pay the current residential price applicable for the period collected. The town may elect to have the development served by contractor-supplied container at the stipulated contract price for container service.
- b. The contractor shall make every effort to prevent spills of garbage and refuse and shall collect and dispose of spilled garbage and refuse within a radius of fifteen (15) feet of the container. The contractor shall report conditions as to the storage of garbage and refuse which are found to exist in violation of Chapter 8 of the Town Code to the Town Manager.
- c. If requested in writing by the town, the contractor shall provide for separate collection and alternative disposal of refrigerators, air conditioners, or other household appliances which are or may be prohibited from disposal at the Frederick Winchester-Clarke Regional Landfill, such collection and disposal service to be provided during the time of and in conjunction with the regularly scheduled weekly garbage and refuse collection. Items collected and disposed of pursuant to the terms of this paragraph shall be separately enumerated and identified on contractor's monthly billing statements to the town, including a complete listing of items and locations (street addresses) for which this service has been provided. The contractor shall provide immediate notification to the Town Office of any failure to comply with the provisions for collection and disposal of items herein, including arrangements for alternative collection or other necessary remedial action.
- d. The contractor shall provide immediate notification to the Town Office of any items set out for collection which are not in accord with the provisions of Chapter 8 of the Town Code or with terms and provisions set forth herein, such notification to include a description of the items refused for collection, the reason for such refusal, and the location (street address) of the items refused for collection.
- e. The contractor shall contact the Town Office at the end of each day's collection, prior to leaving Town, to determine if any stops and/or items set out for collection

were missed at the contractor's fault. If a stop or an item has been reported missed, the contractor shall investigate, and if verified, shall arrange for the collection of the missed stop or item within twenty-four (24) hours.

- f. The contractor shall clearly mark, or tag, any refuse storage container found to be defective or in violation of Chapter 8 of the Town Code, and shall report such action, with its respective address, to the Town Office within twenty-four (24) hours of such marking or tagging.

6. Service and Complaints

The contractor shall be courteous and shall act promptly on all service calls and complaints. The contractor, upon representation by the Town Manager that any of its employees engaged in actual refuse collection within the town are unsatisfactory to the town, shall remove such employees from its service within the town and replace them. Any employee of the contractor who shall use profane or abusive language to any citizen or resident of the town or to any employee of the town, or is otherwise disorderly or interferes with town employees in the performance of their duties, or who is careless or incompetent, shall be removed from the refuse collection crew working in the town on the request of the Town Manager, and shall not again be so employed except with the Manager's consent.

7. Performance Guarantees

- a. No contract shall be executed until the town receives cash, a certified check, or a duly executed performance bond in the amount of one-tenth (1/10) of the total contract award for Contract Year One, made payable to the town, as security for the faithful performance of the contract. Any performance bond shall have as a surety a company or companies as are acceptable to the town and as are authorized to transact business in the State of Virginia.
- b. In the event the performance guarantee is not delivered within ten (10) days of the Notice of Award, the offer may be ruled null and void and the award may be made to the next ranked responsive and responsible offeror.
- c. In lieu of cash, certified check or performance bond, the offeror may seek specific approval by the Town Council, prior to agreement and signing of the contract by the parties thereto, for the monthly deduction and retainage by the town of an amount equal to one-tenth (1/10) of the total contract award for Contract Year One during the first ten (10) months of the contract term for the purpose of guaranteeing the contractor's performance of its obligations under the contract and to reimburse the town for expenses it may incur in the event the contractor breaches the contract. The terms and conditions for such retainage

shall be set forth in the contract documents for both Part A, Garbage and Refuse Collection/Disposal and for Part B, Curbside Recycling Collection Service.

- d. In the event of a breach of the contract by the contractor, any and all sums retained by the town or unpaid to the contractor as of the date of such breach, shall be forfeited to the town as provided in the contract.
- e. If the contractor fails to properly collect and dispose of garbage and refuse for a period of five (5) days or more during which it is required to do so, the town shall have authority to arrange for such collection and disposal and forward any costs incurred to the contractor for immediate reimbursement.
- f. If the contractor fails to fulfill any other conditions of the contract, unless such failure is due to strikes, acts of nature, or other causes beyond the contractor's control, after having been given notice of such failure and being allowed a reasonable time, not to exceed five (5) days, for compliance, the contractor shall be deemed to have breached the contract.

8. Contract Official

The Town manager shall be responsible for the town's performance and obligations under this contract. The contractor shall provide to the Town Manager the name, business and home address, and business and home telephone number of the contractor's official or employee responsible for fulfilling the terms and conditions of the contract on behalf of said contractor. The Town Manager shall make all necessary interpretations of the terms and conditions of the contract.

9. Assignments

The contractor shall not assign, underlet or sublet the contract or any part thereof without the written consent of the Town Council, and in the event such consent shall be obtained, the contractor shall be liable for the faithful performance of the contract.

10. Extension of Contract

This contract may be extended by the Town of Berryville upon written agreement of both parties for three (3) successive one year periods, under the terms of the current contract, and ninety days prior to the expiration.

11. Number of Properties to be Served

The number of properties to be served shall be determined jointly by the Town Manager and the contractor, with new accountings of the number made as of January 1, 2009 and every six (6) months thereafter. The following number of properties to be provided service as of July 1, 2008 for the first six (6) month period is approximately as follows:

a.	Residential properties	1412
b.	Once-weekly commercial properties	78
c.	Twice-weekly commercial properties	52
d.	Town street litter receptacles	12
e.	Churches	7
f.	Multi-family residential apartments	
	1. Washington Square	46
	2. Crow's Nest	10
	3. Cambridge	14

Upon notification to the contractor by the Town Manager, the contractor shall begin collection and disposal service for newly incorporated areas of the town and for the owners or occupants of new residential or commercial properties immediately upon their occupancy throughout the term of the contract. No other adjustments in the number of properties will be made except at the intervals provided herein. In addition, the contractor shall service the town street litter receptacles two (2) times per week.

12. Disposal of Garbage and Refuse

With the exception of refrigerators, air conditioners, or other household appliances prohibited therefrom, the contractor shall dispose of all garbage and refuse collected from within the town at the Frederick-Winchester-Clarke Regional Landfill. Landfill charges for all garbage and refuse collected from within the town shall be billed to and paid directly by the town under separate agreement between the town and the Frederick-Winchester-Clarke Regional Landfill. The contractor shall not assess against the town any fees or charges in connection with landfill disposal in accordance with the provisions herein and under the terms of the contract. The contractor shall take each collection vehicle from the town to the landfill as soon as it is fully loaded and no garbage or refuse shall be transferred from the truck in which it is collected to any other vehicle or place within the town, or stored within the town, unless the contractor is specifically authorized to do so by the Town Manager. The contractor shall be

prohibited from mixing or combining loads delivered to the landfill with any materials or collections from outside the corporate limits of the town, or from any sources within the town for which the contractor has a separate, private agreement or contract for collection and disposal with the property owner or occupant.

If requested in writing by the Town, proper and alternative disposal of refrigerators, air conditioners and other similar household appliances or items not acceptable at the Frederick-Winchester-Clarke Regional Landfill shall be the responsibility of the contractor. The unit charge for such separate and alternative collection and disposal shall reflect the total unit cost to the Town for both collection and proper disposal of such items.

Failure of the contractor to comply with the provisions herein prohibiting the mixing of loads from other sources with garbage and refuse collected from within the town in accordance with the contract provisions shall be considered a breach of the contract subject to all forfeiture and penalty provisions herein, as well as any other remedies that may be available to the town. The town shall have authority to perform periodic reviews and monitoring of the contractor's collection routes and schedules, including transportation and delivery to the Frederick-Winchester-Clarke Regional Landfill.

13. Payment of Debts and Claims, Etc.

- a. The contractor shall pay all costs incurred for: (1) the services of personnel provided; (2) the purchase, operation and maintenance of all necessary vehicles and trucks; (3) the premiums of all insurance policies or bonds required herein; (4) all licenses, permits and fees necessary for the work described in the contract, including a Town of Berryville Business License; (5) all charges necessary for separate and alternative disposal of garbage and refuse (refrigerators, air conditioners, etc.) not acceptable at the Frederick-Winchester-Clarke Regional Landfill, subject to the reimbursement provisions set out in the contract; (6) all other costs associated with its service under this contract.
- b. The contractor shall make payment of all proper charges for labor, materials and equipment required in the work described and shall save harmless the town, its officers, employees, agents and servants and each and every one of them against and from all suits and costs of every name and description, and from all damages to which the town or any of its officers, employees, agents or servants may be put, by reason of injury to the person or property of others resulting from carelessness in the performance of said work or service, or through the negligence of the contractor, its agents, employees or servants, or through improper or defective machinery or equipment used by the contractor, its agents, employees, or servants.
- c. The contractor agrees that if it fails to pay any claim or claims for wages, salaries, materials, supplies or equipment used in connection with or in the performance of the contract, or for any claim or claims arising out of damage in the handling of any

receptacles or property of any owner or occupant in the town, the Town Manager may, on being satisfied of the correctness of such charges, deduct the same from the next payment or payments to be due to said contractor and to pay the same to the claimant.

- d. The contractor shall protect and save harmless the town from any damages to any person or to any property that may occur in the performance of the contract and from any suit or judgment or other thing whatsoever that may occur in such performance or growing out of anything done or intended to be done herein.
- e. The contractor shall not claim or be entitled to any compensation in excess of the amounts herein stated, or to any compensation for any extra work performed or to be performed under this contract. It shall be presumed that any and all work is done as part of this contract and compensation for the same is included in the amount to be paid as provided herein.

14. Insurance Required

**INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS (Per General Terms & Conditions of the Town of Berryville Purchasing Policy:**

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer, used in the administration, hauling, disposal and collection of Trash, refuse and garbage within the town. Limits shall not be less than specified by statute. Contractors who fail to notify the Town of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Town of Berryville, Virginia must be named as an additional insured and so endorsed on the policy.

d. Insurance for Special Hazards – To be covered by riders to the General Liability and/or Property Damage Insurance policy or policies herein required to be furnished by the contractor, or by separate policies of insurance for motor vehicles with limits which shall be the same as required under General Liability and/or Property Damage as specified herein.

e. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

15. Litigation

In the event of any litigation arising out of a breach of the contract in which the Town is the successful party, the contractor shall pay to the town any and all costs and expenses in connection with such litigation, together with any and all attorney's fees which may arise or which may be required in connection with such litigation.

PART B: CURBSIDE RECYCLING AND COLLECTION SERVICE

Intent and Purpose

The intent of Part B of the contract is to provide for curbside collection, transportation and marketing of commingled recyclable materials from all residential properties within the corporate limits of the town. Collection routes and schedules shall be the same as specified within the Part A Garbage and Refuse Collection and Disposal Bid Documents. The purpose of the collection program is to service each town residence on a weekly basis with curbside collection of newspaper; brown, green and clear glass food and beverage containers; aluminum and bimetal cans; and PET and HDEP plastics, to be commingled in one container placed at the curb for collection.

2. Definitions

- a. Commingled recyclables: specified recyclable materials that are separated from general garbage and refuse and placed in a single receptacle at the curb.
- b. Commingled Mixed Paper: specific recyclable paper materials that are separated from general garbage and other recyclables and placed in single receptacle at the curb. Acceptable paper materials include: phone books, white paperboard, brown paper-board, white and colored paper, soft cover booklets, magazines (no perfumes), manilla (non-padded) envelopes, and folders. Materials that are not acceptable include: wax-coated paper, plastic-coated paper, plastic covers, spiral binders, and materials contaminated with food.
- c. Container: a receptacle meeting the prescribed specifications attached herein for placement of commingled recyclables.

- d. Contaminants: any solid or liquid wastes or materials that are not acceptable for recycling and which may render the recyclables hazardous or not marketable. Contaminants shall include, but not necessarily be limited to, broken or shattered glass, ceramics or mirror glass; window glass; drinking glasses; heat resistant oven ware; garden pesticides; used motor oil; metal cans which contained any petroleum-based product; paint cans, or any containers in which an excessive amount of food residue remains.
- e. Contract Administrator: the Town Manager or such other person as may be assigned by the Town to manage the contractual services defined in the contract.
- f. Participation Rates: the percentage of household in the town that set out recyclables for collection and the percentage by weight of materials collected vs. materials available.
- g. Recovered Material: material which has been diverted from the solid waste stream for recycling.
- h. Recyclable Materials: those commodities which are to be collected by the contractor pursuant to the contract documents. Unless otherwise negotiated and stated in the contract, such materials shall include newspaper; brown, green and clear glass food and beverage containers; aluminum and bi-metal cans; and PET and HDEP plastic containers.
- i. Residential Unit: all single family, duplex, triplex and townhouse dwelling units, and all multi-family residential complexes which receive curbside garbage and refuse collection service pursuant to Part A of the contract.
- j. Set-Out: a household placing recyclable materials at the curbside in designated and specified containers.

3. Service to be Performed

- a. Contractor shall collect and remove all recyclable materials which have been separated from general garbage and refuse and placed at the curbside in designated containers or, in the case of newspaper, either bundled or placed in paper bags. No recyclables from other sources may be combined with the recyclables to be collected by the contractor along the town's collection route.
- b. Recyclable materials to be collected will include: newspaper; green, brown and clear glass food and beverage containers; aluminum and bi-metal cans; and PET and HDEP plastic containers.

If changes in the collection of recyclable materials occur during the contract period, the contractor must give written notice to each residential unit affected at least two (2) weeks in advance of the effective date of the change. Any changes, including addition or deletion of any material to be collected from the collection routes, must have prior approval of the town. Every effort must be made to continue the collection of stated materials. Any disruption in material type collected is to be minimized. The town may, upon mutual agreement with the contractor, add or delete materials deemed suitable for collection pursuant to the collection program.

- c. Contractor shall collect and remove commingled and paper recyclables once each week per residential unit, on the regularly scheduled garbage and refuse collection day. Contractor shall be prohibited from performing collection service in any residential area before 7:00 a.m. or after 6:00 p.m.

Contractor must collect and transport all recyclable material originating from all single family residences, duplex, triplex and townhouse dwelling units, and all multifamily residential complexes which receive town curbside garbage and refuse service pursuant to Part A of the contract. The contractor will not be responsible for collecting nonresidential properties, including commercial, industrial and/or governmental properties unless, during the contract period, the town gives notice to accept services included in Part C of the proposal, and the contract amended accordingly.

- d. Contractor is not responsible for collecting recyclable materials unless they are appropriately placed at the curb in the recycling containers, or in the case of newspaper, properly bundled and/or placed in paper bags at the curb. However, if the recycling container is not sufficient to contain all the resident's recyclables, additional recyclables may be separated and placed at the curb in paper bags (that is, one bag for glass, one bag for metal cans, etc.), or commingled in a reusable container which is clearly labeled as containing recyclables to be collected by the contractor.

Contractor is not responsible for collecting commingled recyclables if contaminants, as defined herein, are present in the containers. In such cases, the contractor must leave a written notice clearly posted on or in the container which identifies the reason collection was not made.

- e. Contractor shall assume ownership of all recyclables placed at the curb upon collection.
- f. Contractor must use care in the loading and transportation of recyclable material so that glass breakage and material spillage is minimal. Contractor must assure that none of the material is scattered or spilled either on private property or on public streets. Any materials so scattered or spilled must be immediately cleaned up and removed by the contractor. The material must be handled and transported in

a manner which does not allow any material to escape from the collection vehicle and onto the roadways or private property.

- g. The contractor must determine the route that each collection vehicle should follow in order to ensure that no dwelling units are missed. The collection route shall coincide with the town garbage and refuse collection schedule such that recyclables are collected on the same day as garbage and refuse.
- h. Contractor shall procure and distribute, at contractor's expense, one approved recycling container to each new or additional residential unit added to the collection route pursuant to the terms of the contract. The containers must meet the specifications set forth in the attachments hereto.
- i. In the case of replacement containers lost or destroyed by household, the contractor shall be responsible for replacement of the containers, but will bill the town for such replacement containers at a unit price not to exceed that paid by the contractor. The town, in turn, will bill the household responsible for the lost or destroyed container. In no case shall the contractor bill the town or a resident for replacement of containers damaged or destroyed by the employees or agents of the contractor. In such cases, the containers shall be replaced at the contractor's expense. Contractor must keep sufficient container replacement inventory so as to avoid interruption in providing collection service to residents. Contractor must notify the town and provide a clearly identifiable list of household receiving replacement containers so that the town is enabled to bill such household accordingly. Otherwise, contractor shall assume replacement cost. All household collection containers provided by the contractor shall become the property of the town.

If contractor so elects, an inventory of replacement containers may be maintained at the Town Office for distribution, billing and reimbursement to contractor as replacement containers are distributed. This is a matter of convenience to the contractor, however, and contractor, shall bear the cost of such inventory pending reimbursement from the town for replacement containers so distributed by the town.

- j. Contractor shall be responsible for damage to private property caused by the contractor's collectors in the performance of the contract. Contractor must replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Town. Contractor shall hold the Town harmless from any liability, damages or awards for such property damage, as well as from any disputes arising from such property damage.
- k. Contractor is responsible for the financing and acquisition and/or leasing of the collection equipment.

- (1) Contractor must maintain sufficient spare collection vehicles and repair parts to replace and/or repair any vehicles out of service so as to eliminate possible interruption of service.
  - (2) Collection vehicles shall be in full compliance with all applicable federal, state and local laws.
  - (3) When travelling to and from collection routes, vehicles must be covered to protect blowing or falling of materials from the vehicle.
  - (4) All collection vehicles must be clearly and permanently marked with the name of the contractor.
1. Contractor shall employ persons who are competent, skilled and qualified for the performance of work to which they are assigned. All contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit, request, or receive gratuities of any kind. Contractor must direct employees that loud, abusive, and/or profane language is not permissible during the performance of duties under the contract. Any employee of the contractor who engages in continued misconduct, is incompetent or negligent in the proper performance of duties, is disorderly, dishonest, under the influence of drugs or alcohol, or discourteous must be removed from service under the contract by the contractor once written notice/complaint has been filed by the Town against such person.
  - m. Contractor must thoroughly instruct all employees used in the field, including drivers and helpers, as to their duties and methods and level of performance, and safety procedures. In addition, all employees in the field are to ensure that reusable recycling containers are returned to their curbside location, that glass is not shattered or that other materials are not scattered, and that materials do not blow or fall from the collection vehicle. All points of collection shall be left in a clean and orderly fashion.

4. Marketing of Materials

The contractor shall establish transportation and marketing arrangements for the recycled materials collected under the contract.

5. Reporting Requirements

- a. Contractor shall be required to keep records and submit reports to comply with town and state reporting requirements. These reports will serve as a means to apprise the town of the status of recycling activities and expenditures. Contractor

may also be required to provide certified weight receipts and revenue receipts from vendors for all materials brokered by the contractor for each of the materials collected in the town program.

- b. Contractor shall submit to the Town a monthly report, prior to the fifteenth day of the following month, to include the following minimum information:
  - (1) A report of each complaint received directly by the contractor and resolution made by the contractor in response thereto;
  - (2) The number of non-collection incidents and notices left at residences, identifying each such residence and the reason for non-collection;
  - (3) Tonnage summaries of each material collected, with a total tonnage summary of all materials collected;
  - (4) Weight receipts and invoices for the sale of materials collected and sold.
- c. Contractor shall submit quarterly project status reports to the town within fifteen (15) days of the close of the calendar quarter being reported. At a minimum, the quarterly report shall include a summary of all program costs and revenues, tonnages of materials recovered, and household participation rates.

6. Program Promotion

The contractor shall be responsible for the printing and distribution of all public information materials for the curbside recycling program, including any public information materials related to any changes under the program. The content of public information materials and choice of publicity mediums must be approved by the Town in advance of any such activities. The Town reserves the right to participate in any such public information and/or public relations activities as it may so choose or deem appropriate.

7. Other Responsibilities

- a. The contractor shall install/provide local calling area telephone access or an alternative means of toll-free telephone access for use by the public in contacting the contractor for questions about the program, calls regarding missed collections, and complaints. Contractor shall ensure that courteous employee staffing of such telephone access shall be provided in order to provide timely response to the public.
- b. The contractor will respond to all complaints regarding services provided under the

contract. Any complaints received by the Town will be passed on to the contractor's office upon receipt by the town. Contractor shall make every effort to provide same-day response to citizen complaints of missed collection service, and in no case shall such response be provided later than the day following such missed collection. In the event the contractor can demonstrate that a resident missed the required set-out time, the contractor may require the resident to hold the materials until the next regularly scheduled collection day.

B. Miscellaneous Instructions

- a. The bid price proposed shall include all charges that may be incurred in fulfilling the terms of the contract.
- b. Payments will be made no more frequently than once monthly. Invoices must be submitted in conjunction with invoices for Part A of the contract, Garbage and Refuse Collection/ Disposal.
- c. By executing and submitting a Part B Bid, offeror acknowledges that he/she has read, understands, and agrees to be bound by all provisions, requirements, terms and conditions as are set forth in the Bid Documents.

9. Insurance Required

The contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The contractor assumes all risk of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract. Prior to the execution of the contract, the contractor shall comply with all insurance requirements as are applicable to Part A of the Bid Documents and Contract, as provided herein. The contractor will provide an original, signed Certificate of Insurance and such endorsements as prescribed in Part A and shall maintain such insurance throughout the term of the contract.

10. Changes/Additions/Deletions

By entering the contract, if awarded, the contractor agrees that the Town may at any time, by written order, require changes in the services to be provided. If such changes cause an increase or decrease in the contractor's cost of, or time required for, performance of any services under the contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The Town must approve all work which is beyond the scope of this solicitation and the contract/bid documents. No services for which an additional cost or fee will be charged by the contractor shall be furnished without the prior written approval of the town. The town reserves the right to add similar items/services or delete items/services specified in the awarded contract as

requirements change during the period of the contract. Prices for items/services to be added or deleted from the contract will be mutually agreed to by the town and the contractor. A written contract amendment shall be issued to each addition or deletion.

11. Performance Guarantees

- a. Prior to execution of the contract, the contractor shall comply with all requirements for provision of performance guarantees as are applicable to Part A of the Bid Proposal and contract. The total amount of such performance guarantee shall be based on the combined total contract price for Part A and Part B of the contract. All terms and conditions relative to the contractor's performance of its obligations pursuant to Part A of the contract shall be equally applicable to Part B of the contract. If town elects to have contractor provide any services outlined in Part C, Additional Bid Items, the conditions and requirements of Part B shall apply unless otherwise noted.

SECTION III: PROPOSED CONTRACT, PART A AND PART B

TOWN OF BERRYVILLE

CONTRACT: GARBAGE AND REFUSE COLLECTTON/DISPOSAL (PART A)  
CURBSIDE RECYCLING COLLECTION SERVICE (PART B)

THIS CONTRACT, made this 13 day of June, 2008, by and between

BFI Waste Services LLC, Winchester, Va, hereinafter called "the contractor" and the TOWN OF BERRYVILLE, VIRGINIA, hereinafter called "the town".

WITNESSETH

That the contractor and the town, in consideration of the mutual agreements and covenants herein contained, agree as follows:

Section I: General Terms and Provisions

1. Unless otherwise specified and stated herein, all paragraphs, terms and provisions as set forth herein shall apply equally to both Part A and Part B of this contract.
2. The contractor shall furnish labor, equipment and all other things necessary, except containers, for collection and disposal of garbage and refuse (Part A) and for all labor and equipment, including new and/or replacement containers as may be required and necessary, for provision of residential curbside collection, transportation and marketing of recyclable materials (Part B) within the municipal corporate limits of the town, as such municipal boundaries presently exist and as they may be adjusted in the future, for a thirty-six (36) month contract period beginning July 1, 2008 , and ending June 30, 2011 , in accordance with the following contract documents which are attached to and made a part of this contract:
  - A. Section I: General Information and Terms of Solicitation:
    - (1) Invitation to Bid
    - (2) Goal and Scope of Service
    - (3) Schedule and Basis of Contractor Selection
    - (4) Terms of Solicitation
    - (5) Instructions to Bidders
  - B. Section II: General Specifications:
    - Part A: Garbage and Refuse Collection/Disposal:
      - (1) Intent and Purpose
      - (2) Definitions
      - (3) Collection Schedule
      - (4) Equipment

- (5) Service to be Performed
- (6) Service and Complaints
- (7) Performance Guarantees
- (8) Contract Official
- (9) Assignments
- (10) Extension of Contract
- (11) Number of Properties to be Served
- (12) Disposal of Garbage and Refuse
- (13) Payment of Debts and Claims
- (14) Insurance Required
- (15) Litigation

Part B: Curbside Recycling Collection Service:

- (1) Intent and Purpose
- (2) Definitions
- (3) Service to be Performed
- (4) Marketing of Materials
- (5) Reporting Requirements
- (6) Program Promotion
- (7) Other Responsibilities
- (8) Miscellaneous Instructions
- (9) Insurance Required
- (10) Changes/Additions/Deletions
- (11) Performance Guarantees

C. Section IV: Contractor's Bid Proposal:

- (1) Part A: Garbage and Refuse Collection/Disposal
- (2) Part B: Curbside Recycling Collection Service
- (3) Part C: Additional Bid Items

D. Section V: Attachments

- (1) Chapter 8 of the Code of the Town of Berryville
- (2) Specifications for Curbside Recycling Containers

2. Notice by the town to the contractor concerning this contract shall be deemed properly given if placed in the United States mail, postage paid, addressed to the contractor at 403 Lenoir Drive Winchester VA 22603.  
Notices by the contractor to the town concerning this contract shall be deemed properly given if placed in the United States mail, postage paid, addressed to the Town Manager, Town of Berryville, 23 East Main Street, Berryville, Virginia, 22611.
3. This contract may be amended by the parties hereto, from time to time, only by mutual agreement of the contractor and the town, in writing, executed in duplicate, a duplicate copy of which will be attached hereto and made a part hereof.

4. The contractor hereby agrees to indemnify and hold harmless the Town of Berryville, Virginia, its elected officials, officers, agents and all employees and volunteers, from any and all claims for bodily injury, personal injury and/or property damage, including cost of investigation, all expenses for litigation, including attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the contractor and his/her officers, employees, agents and/or subcontractors.
5. The contractor agrees to the following non-discrimination provisions during the performance of this contract:
  - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin in accordance with all federal laws applicable to governmental entities.
  - (b) The contractor hereby certifies that he/she is an Equal Opportunity Employer, and that all solicitations and/or advertisements for employees placed by or on behalf of the contract shall state that he/she is an Equal Opportunity Employer.
  - (c) Notices, advertisements and solicitations placed in accordance with applicable federal laws, rules and regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
6. In the execution of this contract, the contractor has furnished to the town the specified performance guarantee in the form of cash, a certified check, or a duly executed performance bond in such form and amount as specified within the contract documents, or in lieu thereof, provided the Town Council has agreed as evidenced by the signature of its officers/agents herein, contractor agrees that the town shall deduct and retain one-tenth (1/10) of the total amounts due the contractor monthly for the first ten (10) months of the contract term for, the purpose of guaranteeing the contractor's performance of its obligations under the contract and to reimburse the town for expenses it may incur in the event the contractor breaches the contract. Monies held by the town under this contract shall be invested in an interest-bearing account at the prevailing rate of interest paid by an institution of the town's choosing and will be paid with earned interest to the contractor following the final month of this contract, only upon successful completion of all terms of the contract. If all the terms herein are not completed successfully, as determined by the town, such retained monies, including earned interest, will be used to complete all terms of this contract, or used by the town for the cost of effecting alternative arrangements for the successful performance of the contractor's obligations, herein during the time of negotiation for a new contract for such services.
7. This contract binds and inures to the benefit of the administrators, successors and assigns of the respective parties hereto.

Section II: Part A--Garbage and Refuse Collection

1. The town shall pay to the contractor the contract sum and unit charges set out below, said payments to be made as hereinafter provided:

- (a) The contract sum of \$172,890.00 shall be paid for services performed for regular garbage and refuse curbside collection service during Contract Year One (July 1, 2008 to June 30, 2009) of this contract in twelve monthly installments, made as provided herein, less amounts retained as a performance guarantee (if applicable pursuant to paragraph 6 above).
- (b) The unit charge of \$8.50 per month for each additional residential property served for regular garbage and refuse curbside collection service; the unit charge of \$ 8.50 for each additional commercial property served with once-weekly collection service; and the unit charge of \$ 17.00 for each additional commercial property served with twice-weekly collection service. Accounting of additional residential and commercial properties served and concurrent adjustment of the yearly contract sum shall be made as of January 1, 2009 and each six (6) months thereafter throughout the term of the contact.
- (c) The unit charge of \$25.00 for separate and alternative collection and disposal of water heaters, ranges, dishwashers, clothes dryers, or other similar household appliances or similar items for which alternative arrangements for collection and disposal separate from but in conjunction with regularly scheduled collection and disposal of garbage and refuse may be necessary.
- (d) The unit charge of \$40.00 for separate and alternative collection and disposal of refrigerators, air-conditioners, or other similar household items or appliances which are prohibited from disposal at the Frederick-Winchester-Clarke Regional Landfill.
- (e) After the end of each month, the contractor shall send to the town a statement of the contract sum and unit charges for services performed during that month. The contractor shall submit a detailed listing of all unit charges pursuant to paragraph (c) herein, including identification of property address and item(s) collected for alternative disposal.

Monthly statements must be submitted to the attention of the Assistant Town Manager/Treasurer. The Town will pay the amount due within thirty (30) days of the receipt of such statement.

- (f) The contract sum and unit charges to be paid in equal monthly installments for services performed for regular garbage and refuse collection during Contract Year Two (July 1, 2009 through June 30, 2010) and Contract Year Three (July 1, 2010 through June 30, 2011) of this contract shall be an amount equal to the contract

sum and unit charges paid during Contract Year One increased or decreased by one hundred percent (100%) of the net percentage change in the Gross National Product Implicit Deflator as most recently published or by one hundred percent (100%) of the net Percentage change in the Consumer Price Index for urban wage earners and clerical employees as most recently published at the time by the Bureau of Labor Standards, whichever is smaller.

- (g) The unit charge for separate and alternative collection and disposal pursuant to paragraph (c) herein may be adjusted as of July 1 of Contract Year Two and Contract Year Three during the term of this contract, upon successful negotiation and agreement by the contractor and the town. The adjusted contract unit price may be increased or decreased in such amount as the contractor and the town agree is necessary for the contractor to recoup the per unit cost for the separate and alternative service to be provided. The contractor shall notify the town of any proposed increase in such unit Charge for the next Contract Year no later than March 30 of each contract year.
2. If at any time during the contract period, the contractor's costs of collection are reduced such that contractor makes a general price reduction in the comparable price of any service covered by the contract to comparable customers (in terms of volume and scope of services performed), an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to other comparable customers generally. The contractor shall submit an invoice indicating thereon that the reduction is pursuant to this "Price Reduction" provision of the contract.

Section III: Part B--Residential Curbside Recycling Collection

1. The town shall pay to the contractor the contract sum and unit charges set out below, said payments to be made as hereinafter provided, for Contract Year One:
- (a) The contract sum of \$4.00 per residential unit times 1489 residential units, or per year, prorated in equal monthly installments of \$5,956.00, less amounts retained as a performance guarantee (if applicable pursuant to paragraph 6 above) .
  - (b) The sum of \$ 4.00 per month as the per unit charge for each additional residential property served, with monthly accountings of each such additional residential property served.
  - (c) At the end of each month, the contractor, shall send to the town a statement of the monthly contract sum and unit charges for services performed during that month. Monthly statements must be submitted to the attention of the Assistant Town Manager/Treasurer ( amount due will be paid within thirty (30) days of the receipt of

statement). Contractor may combine the monthly statements required herein for Part B with the monthly statement required for Part A, so long as the combined statement clearly separates and identifies charges related to Part A and Part B of the contract .

2 . For Contract Year Two (July 1, 2009 to June 30, 2010)and Contract Year Three (July 1, 2010 to June 30, 2011) the town shall pay to the contractor the unit charges set out in (a) and (b) above for Contract Year One ADJUSTED, however, as set out below:

- (a) The monthly contract sum and unit charges for shall be increased or decreased by one hundred percent ( 100 %) of the net change in the Gross National Product Implicit Deflator or most recently published by the United States Department of Commerce, or the Consumer Price Index for Urban Wage Earners and Clerical Employees as most recently published by the Bureau of Labor Statistics, whichever is smaller.
- (b) The contract sum and unit charges to be paid in equal monthly installments for services performed pursuant to Part B of the contract may be further adjusted as of July 1 of Contract Year Two ( July 1 , 2009 ) and Contract Year Three (July 1, 2010 ) during the term of this contract, upon successful negotiation and agreement by the town and the contractor. The adjusted contract sum and unit charges may be increased or decreased in such amount as the contractor is able to demonstrate is necessary for the contractor to recoup the per unit costs for services provided. The contractor shall notify the town of any proposed increase in monthly unit charges for the next contract year no later than March 30 of each contract year. No other adjustments in unit charges shall be considered or permitted.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and date first said above.

CONTRACTOR:  
BFI Waste Services. LLC

By: Max Davis  
Title: General Manager

WITNESS: Robert W. Kuhn

TOWN OF BERRYVILLE, VIRGINIA

By: [Signature]  
Title: Town Manager

ATTEST: Celeste Heath

~~Harry L. Arnold, Jr., Recorder~~  
Celeste Heath, Town Clerk

SECTION IV: BID PROPOSAL FORM

TO: THE TOWN OF BERRYVILLE, VIRGINIA

The undersigned, having carefully examined the bid documents for the Town of Berryville's invitation to bid for the collection and disposal of garbage and refuse from within the town for thirty-six months beginning July 1, 2008, does hereby propose to furnish the service described in said documents for the Town of Berryville, Virginia and to furnish all labor, equipment, facilities, superintendents, mechanics, tools, material and all utilities, transportation, and all other services necessary to perform and complete all said work and work incidental thereto in a satisfactory and acceptable manner in accordance with all the specifications and provisions of the contract documents, including any addenda and exhibits thereto, for the price set forth below.

The undersigned certify that they have carefully examined and inspected field conditions and are familiar with all local conditions affecting the cost of collection of and disposal of garbage and refuse for the Town of Berryville, Virginia and that they understand the conditions under which the work is to be performed and that they waive all right to plead any misunderstanding regarding the work required or conditions peculiar to the same. The undersigned specifically understand that the term "garbage and refuse" includes discarded household effects and other debris as defined in the General Specifications.

In submitting this bid, it is understood that the right is reserved by the Town of Berryville, Virginia, to reject any or all bids. The right is further reserved by the town to award the contract to the bidder who, in the sole opinion of the town, is the lowest and best bidder for the services described and to waive all informalities in the bidding.

The undersigned proposed and agrees to execute and deliver the contract in the prescribed form within ten days after the award of the contract by the town and to provide the required insurance policies in force.

A certified or cashier's check, or bid bond, in the sum of \$1000.00 is submitted herewith, in accordance with the instruction to bidders.

If awarded a contract under this proposal, the undersigned proposes to start work on July 1, 2008, after the execution of the contract by both parties.

The undersigned hereby certifies that no person interested in this bid proposal is directly or indirectly interested in or connected with any other bid or proposal for the said work and no officer or employee of the Town of Berryville, Virginia, is directly or indirectly interested therein, or in any portion thereof, and as evidence they will, if required by the town, execute any noncollusion affidavits as may be provided.

SECTION IV: BID PROPOSAL

1. PART A BID PROPOSAL: GARBAGE AND REFUSE COLLECTION/DISPOSAL

(a) Contract Year One: the undersigned bids  
Eight Dollars and Fifty Cents \_\_\_\_\_ (\$8.50)

per month as the unit charge for each residential property;

Eight Dollars and Fifty Cents \_\_\_\_\_ (\$ 8.50)

per month as the unit charge for each commercial property served with once-weekly  
collection service; and Seventeen Dollars \_\_\_\_\_ (\$ 17.00)

for each commercial property served with twice-weekly collection service during Contract  
Year One beginning July 1, 2008 and ending June 30, 2009. Based on these unit prices, the  
total monthly contract sum is:

1412	Residences	@ \$ 8.50	= \$ 12,002.00
70	Multi-Family Residential	@ \$ 8.50	= \$ 595.00
78	Once-weekly commercial	@ \$ 8.50	= \$ 663.00
52	Twice-weekly commercial	@ \$ 17.00	= \$ 884.00
12	Town litter containers	@ \$ 17.00	= \$ 204.00
7	Churches	@ \$ 8.50	= \$ 59.50
	Total monthly contract sum for contract year		\$ 14,407.50
	Contract sum for contract year one		\$ 172,890.00

(c) During Contract Year One, the undersigned bids Eight Dollars and Fifty Cents (\$8.50) as the per unit charge for each additional residential properties served;

Eight Dollars and Fifty Cents (8.50) as per unit charge

for each additional commercial property served with once-weekly collection service; and Seventeen Dollars (\$ 17.00) as the per unit charge for each additional commercial property served with twice-weekly collection service.

(d) the undersigned bids Forty Dollars (\$ 40.00 )

as the unit charge for separate and alternative collection and disposal of refrigerators, air conditioners or other similar household items or appliances which are prohibited from disposal at the Frederick-Winchester-Clarke Regional Landfill.

(d) Contract Years Two and Three: The undersigned bids the unit charges set out in (a) and (b) above for units served during contract year two beginning July 1, 2009 and ending June 30, 2010 and for contract year three beginning July 1, 2010 and ending June 30, 2011 ADJUSTED, however, as provided below:

The monthly contract sum and the unit prices for additional residential and commercial units shall be increased or decreased by One Hundred Percent (100 %) of the net percentage change in the Gross National Product Implicit Deflator most recently published by the United States Department of Commerce, or the Consumer Price Index for Urban Wage Earners and Clerical Employees as most recently published by the Bureau of Labor Statistics, whichever is smaller.

(e) The above bids include the collection and disposal of all garbage and refuse, as defined in the Bid/Contract Documents.

(f) Containerized Service to Apartments, Condominiums, Townhouses and Commercial Establishments: The town, at its option at any time during the contract period may require contractor to provide containerized service to certain apartments, condominium townhouses and commercial establishments for the remainder of the contract term at the rate bid herein. The undersigned bids the following monthly charges applicable in Contract Year One beginning July 1, 2008 and ending June 30, 2009 for containerized garbage and refuse removal service to apartments, condominium townhouses and commercial establishments to which the contractor would provide and maintain suitable, durable, sanitary covered containers to be placed at locations within the premises served accessible to contractor's collection vehicles:

Container Service Bid for Contract Year One

<u>Container Size</u>	<u>Collected</u>	<u>Monthly Charge per container</u>
1 cubic yard	2 times weekly	\$ N/A
2 cubic yards	2 times weekly	\$ 132.50
3 cubic yards	2 times weekly	\$ N/A
4 cubic yards	2 times weekly	\$ 174.00

In the event more than one container is located within the same premises, a discount of Fifteen percent ( 15%) shall apply to the above charges.

**\*NOTE:** Bidders may revise the designated container sizes to match existing equipment. The bid, however, to be responsive, should include containers of sizes in common use in small and large establishments. The charges set out above shall be increased or decreased for contract years two and three by the same adjustments provided in paragraph (c) above.

2. Part B Bid Proposal: Curbside Recycling Collection Service

(a) Contract Year One: the undersigned bids the sum of Four Dollars and Zero Cents (\$ 4.00) per residential unit times 1489 units, or Seventy One Thousand Four Hundred Seventy Two Dollars (\$71,472.00) per year, prorated in equal monthly installments of Five Thousand Nine Hundred Fifty Six (\$5,956.00 ), less amounts retained as performance guarantee, if applicable, for services performed pursuant to Part B of the Bid/Contract Documents.

(b) A per unit charge of Four Dollars and Zero Cents (\$ 4.00) shall apply to each additional residential property served pursuant to the adjustment provisions for the number of residential properties served as set forth in the Bid/Contract documents.

(c) Contract Years Two and Three: The undersigned bids the unit charges set

out in (a) and (b) above for units served during contract year two beginning July 1, 2009 and ending June 30, 2010 and for contract year three beginning July 1, 2010 and ending June 30,

2011 ADJUSTED, however, as provided below:

- (1) The monthly contract sum and the unit prices shall be increased or decreased by One Hundred percent (100%) of the net percentage change in the Gross National Product Implicit Deflator most recently published by the United States Department of Commerce, or the Consumer Price Index for Urban Wage Earners and Clerical Employees as most recently published by the Bureau of Labor Statistics, whichever is smaller.
- (2) The contract sum and unit charges to be paid in equal monthly installments for services performed may be further adjusted as of July 1 of Contract Year 2 (July 1, 2009) and Contract Year Three (July 1, 2010) upon successful negotiation and agreement by the contractor and the town. The adjusted contract sum and unit charges may be increased or decreased in such amount as the contractor is able to demonstrate is necessary for the contractor to recoup the per unit costs for services provided.

### 3. Part C Bid Proposal: Additional Bid Items

This section addresses specific tasks that are not a part of the base bid, which may or may not be adopted as a part of an initial contract.

Successful bidder shall, within 60 days of bid award, complete any necessary survey of the town's downtown businesses (not to include industrial uses) to determine the amount and nature of recyclable materials produced by each business. Said survey shall be submitted to the Town Manager upon its completion.

If the town determines that it wants to have the successful bidder complete one or more of the tasks listed below, then the contractor would be contacted in writing and shall begin providing

such service within 60 days of said notice. Said collections would occur on Fridays between the hours of 7:00 a.m. and 11:00 a.m.

The town is under no obligation to have the services listed below performed unless requested as required above.

1. Commercial Curbside Recycling Collection Service

(a) Contractor to provide Weekly Commercial Curbside Recycling Collection Service for the contract sum of \$ 4.00 per month per commercial stop in accordance with Part B.

(b) Contractor to provide collection of Commingled Mixed Paper as a part of Weekly Commercial Curbside Recycling Collection Service for contract sum of \$ No Additional Charge per commercial stop (in addition to base fee per yard fee quoted above).

2. Commingled Mixed Paper Collection with Residential Collection Service

(a) Contractor to provide collection of Commingled Mixed Paper as a part of **Weekly Residential Curbside Recycling Collection** for the contract sum of \$ No Additional Charge (in addition to the base recycling per unit fee quoted within).

(b) Contractor to provide collection of Residential Commingled Mixed Paper (Curbside) on a **Monthly** basis for the contract sum of \$ N/A – Weekly Pickup per unit (in addition to base recycling per unit fee quoted within).

(c) Contractor to provide collection of Commingled Mixed Paper (Curbside) on a **Quarterly** basis (four times per year) for the contract sum of \$ N/A – Weekly Pickup per unit (in addition to base recycling per unit fee quoted within).

D. QUALIFICATIONS AND EXPERIENCE

A. IDENTITY

1. Name of bidder: BFI Waste Services LLC

2. Address of bidder: 403 Lenoir Drive, Winchester, VA 22603

3. Name & telephone of Principals to whom inquiries should be made:  
 Jerry Wilson (Site Manager) Winchester, Va

**ORGANIZATIONAL STRUCTURE**

4. Bidder is \_\_\_\_\_ A Sole Proprietorship \_\_\_\_\_ A General Partnership  
 Yes A Corporation \_\_\_\_\_ A Limited Partnership  
 \_\_\_\_\_ A Joint Venture \_\_\_\_\_ Unincorporated Association

IF BIDDER IS A SOLE PROPRIETORSHIP - List below trade name, (if any), business address and telephone number, residence address and telephone number (list zip codes and telephone area codes).

Trade name: \_\_\_\_\_ NA \_\_\_\_\_

Business address: \_\_\_\_\_ NA \_\_\_\_\_

Telephone - Business ( \_\_\_\_\_ ) \_\_\_\_\_ Residence ( \_\_\_\_\_ ) \_\_\_\_\_

IF BIDDER IS A GENERAL OR LIMITED PARTNERSHIP - List below name of partnership (including trade name, if any), business address and telephone number (list zip codes and telephone area codes).

\_\_\_\_\_ NA \_\_\_\_\_

\_\_\_\_\_ NA \_\_\_\_\_

Name each partner, including in parenthesis ( ) the percent (%) interest of each. Also list business addresses and telephone numbers of each.

1. \_\_\_\_\_ NA \_\_\_\_\_ ( )%

2. \_\_\_\_\_ NA \_\_\_\_\_ ( )%

3. \_\_\_\_\_ NA \_\_\_\_\_ ( )%

IF BIDDER IS LIMITED PARTNERSHIP, name the managing partner or partners.

1. \_\_\_\_\_ NA \_\_\_\_\_

2. \_\_\_\_\_ NA \_\_\_\_\_

IF GENERAL OR LIMITED PARTNERSHIP, has partnership certificate been recorded in any court of record?

If so indicate where and when \_\_\_\_\_ NA \_\_\_\_\_.

Identify instrument by book and page no. Book \_\_\_\_\_ Page \_\_\_\_\_

If recorded or registered elsewhere, please indicate location and identification:

\_\_\_\_\_  
(Submit as exhibits executed copies of partnership agreement and the certificate of partnership)

IF BIDDER IS A CORPORATION-

Name of Corporation Allied Waste Industries, Inc

Trade name (if any) BFI Waste Services, LLC

Address (include zip code) 403 Lenoir Drive Winchester, VA 22603

Telephone (include area code) 540-667-7474

Corporation was organized 1989 under laws of Delaware  
(date) (State)

List ALL corporate officers indicating percent (%) of common stock held. (List name, position held, address and percentage%).

\_\_\_\_\_ \*\*See Annual Report \*\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List ALL stockholders\* holding as much as 10% of the voting stock of the corporation. If the corporation is a "shell", list all persons whom it is contemplated will hold 10% or more of the common stock. Indicate names, addresses and percent held.

\_\_\_\_\_ \*\* See Annual Report \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(submit as Exhibit, one executed copy of articles of incorporation)

\*If any of the above names are organizations or corporations, complete a new form on separate sheet for each until all ownership interests (individuals) are identified.

CORPORATE APPLICANTS ONLY

INSTRUCTION: If bidder is a corporation, answer the following:

1) Stock of corporation (See Annual Report)

Class of Stock \_\_\_\_\_ Par Value \_\_\_\_\_ Vote Per Share \_\_\_\_\_

No. Shares Authorized \_\_\_\_\_ No. Shares Issued \_\_\_\_\_

No. Shares Subscribed \_\_\_\_\_ Total Number Stockholders \_\_\_\_\_

- 2) Has bidder any other obligations or securities authorized or outstanding which bear voting rights either absolutely or upon any contingency? yes \_\_\_\_\_ no x\_\_\_\_\_

If so, submit as an Exhibit, a statement of (a) the nature of such securities, (b) the face value or par value, (c) the number of units authorized, (d) the number of units issued and outstanding, (e) the number of units, if any, proposed to be issued, (f) the conditions or contingency upon which such securities may be voted.

- 3) Is bidder corporation, directly or indirectly, controlled by another corporation or legal entity? yes \_\_\_\_\_ no x\_\_\_\_\_

- 4) Is 5 percent or more of the stock of bidder corporation owned by another corporation or legal entity? yes \_\_\_\_\_ no x\_\_\_\_\_

- 5) If the answer to questions 3 or 4 above is "yes", state below the names of such other corporation or legal entity, and submit as Exhibits, (a) a statement of how such control, if any, exists and the extent thereof, and (b) with respect to such other corporation or legal entity, a statement giving the same information as required for question 1 above.

Name of Corporation or entity \_\_\_\_\_ N/A \_\_\_\_\_

If the corporation or legal entity named in question 5 is a subsidiary, state the name of such other parent corporation or legal entity, and submit a statement for each such corporation or legal entity in answers to questions 1 through 5, to and including the organization having final control.

Name of Corporation or entity \_\_\_\_\_

IF BIDDER IS A JOINT VENTURE - List below the trade name of the venture, business address, including zip code, telephone number, including area code).

Trade Name: \_\_\_\_\_ N/A \_\_\_\_\_

Business Address & Telephone: \_\_\_\_\_ N/A \_\_\_\_\_

Principal participants in the venture (name, address & business or participant, percentage or each participant's commitment):

1. \_\_\_\_\_ N/A \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

IF BIDDER IS AN UNINCORPORATED ASSOCIATION - List below the trade name of the association, participants and such details as will fully identify the applicant and the principals involved.

\_\_\_\_\_ N/A \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate here total number of persons having any ownership interest \_\_\_\_\_

(Submit as an Exhibit one copy of any agreements between or among the parties.)

B. FINANCE

The following are the full names and addresses of each and every person (whether or not connected with bidder, including partners, shareholders, or subscribers to capital stock or the applicant) who has furnished or will furnish funds, property, service, credit, loans, donations, assurances, or other things of value, or will assist in any other manner in financing: ("Furnish" or "furnished" as herein used includes payments for capital stock or other securities, loans and other credits, gifts and any other contributions.)

- a. For each person who has agreed to furnish funds, purchase stock, extend credit, or guarantee loans, submit a copy of the agreement by which each person is so obligated, showing the amount, rate of interest, terms of repayment, and security, if any. If no security is required, so state .

N/A

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- b. For each such person (except financial institutions) who has agreed to furnish funds or purchase stock (equivalent to 10% of common equity) but who has not already done so, submit credible evidence of financial capability (in the form of liquid assets) to meet the proposed commitment . Such evidence must be authenticated and dated. N/A
- c. If bidder or any person named in the exhibit has pledged, hypothecated or otherwise encumbered any stocks or other securities for the purpose of providing applicant with funds for performance of the contract, submit a statement explaining each such transaction. N/A
- d. For financial institutions who have agreed to make a loan, submit a copy of the document by which the institution has indicated its commitment to provide such loan or loans, showing the amount of loan, terms of payment or repayment of loan, collateral, security and down payment required and rate of interest to be charged. If there are any special requirements such as moratorium on principal or Interest, or a waiver of collateral, etc., such must be shown on the document of credit. In the event such documents requires special endorsements or guarantees, a statement from the party or parties required to provide such endorsement or guarantee must be submitted with the document as supporting evidence of their willingness to so provide. N/A
- e. Attach a current financial statement certified by the chief financial officer of the applicant. Attach a financial statement for corporation, individual or each party in joint venture or partnership, as appropriate. (Annual Report Printed ) Bound Set will be secured locally and provided as needed
- f. Provide a bank reference. (Included)

C. MANAGEMENT

1. Name and describe the qualifications of all partners, officers and principal employees who will have significant managerial responsibilities for the service. Use separate sheets as necessary in this section. Max Johns (General Manager) 23 Years Industry Experience and 20 years with BFI – Jerry Wilson (Site Manager) 25 years Industry Experience and 25 years with BFI – Ken Ross (Route Supervisor) 9 years Industry Experience and 9 years with BFI.
2. Describe how refuse collection service in Berryville would be supervised (i.e., roving foreman, use of two-way radios, etc.) Route Supervisor (Ken Ross) Vehicle Observations – In Cab ride alongs - and two way radios.
3. Describe collection manpower and methods to be used (i.e., one-, two-, or, three-collector vehicles, task system, etc.) “One-Man” Automation for Residential Pick-up and “One-Man” operation for Single Stream Recycle
4. Will your collectors be in uniform? Yes
5. Describe office and repair facilities you operate. Office Located locally (403 Lenoir Drive, Winchester, VA) Maintenance Shop also located at Lenoir Drive
6. Wages and fringe benefits to be paid at start of contract:

a)	Collector:	Starting pay/hour	\$ 175 Day Rate
		Top pay/hour	\$ 200 Day Rate
b)	Driver:	Starting pay/hour	\$ 175 Day Rate
		Top pay/hour	\$ 200 Day Rate

- c) Describe sick leave policies, if any - Five Days per year must call in one hour before regularly scheduled start time
- d) Describe vacation leave policies, if any – 2 Weeks after first full year of service, 3 weeks at 5 years, and 4 weeks at 15 years
- e) Describe paid employee group insurance, if any – Cigna Health Care – Company covers 75% of premium cost – Employee designs plan

- f) How many drivers and collectors did you employ 30 hours per week or more during each of the months shown.

	<u>Drivers</u>	<u>Collectors</u>
January,	20	
February	20	
March	20	
April	20	

- g) How many drivers and collectors did you hire during the period January 1, 2007 to December 31, 2007.

Drivers - (2 replacement drivers)  
Collectors \_\_\_\_\_

- h) Submit a separate statement offering any additional information you believe relevant to evaluation of your bid. (see attached intro)

#### D. EQUIPMENT

1. Provide a complete list and description of all refuse collection vehicles owned:

<u>Year</u> <u>Manufactured</u>	<u>Chassis</u> <u>Make/Model</u>	<u>Compactor</u> <u>Make/Model-size</u>	<u>Bought</u> <u>New or Used</u>
2007	Mack LE 613 SL	30 yard	New
2005	Mack LE 613 SL	28 yard	New
	LE Recycle	30 yard	T/B Be Re-located to Va

2. Do you intend to add equipment to serve Berryville if awarded the contract? If so, list under #1 above and indicate "To be acquired" in right hand column.

#### E. PRESENT BUSINESS ACTIVITY

1. Describe present business activity as follows: (Residential)

<u>Location/</u> <u>Area served</u>	<u>Contract or</u> <u>Private</u>	<u>No. of</u> <u>Residences</u>	<u>Rate</u> <u>Charged</u>	<u>No. of</u> <u>Commercial</u>	<u>Rate</u> <u>Charged</u>
Frederick Cty Va	Private	3000 +	\$18.50-\$22.50		

2. List contracts with cities, towns, counties or homeowners associations and give name and phone of contract administrator

<u>Contract With</u>	<u>Date Hired</u>	<u>Administrator/Phone</u>
Wakeland Manor	10/01/07	703-631-7200
Redbud Run	06/28/07	304-596.6630
Shenandoah Lake-Side	11/30/06	703-631-7200

Signed at Winchester, Virginia, this  
 (City/Town) (State)  
25<sup>th</sup> day of April, 2008.

BFI Waste Services, LLC  
 (bidder)  
403 Lenox Drive  
 (Address)  
Winchester, Virginia 22603  
Max Bunn. - General Manager  
 (Name of Officer - Title)

CERTIFICATE

I, as Secretary of BFI Waste Services, LLC  
 a corporation organized and authorized to do business in the State of Virginia, do certify that at a meeting of the Board of Directors of said corporation at which a quorum of the Directors was present and voting throughout, the above-named officer of this corporation was authorized to sign this Proposal and to bind this corporation to the terms and provisions of this proposal.

IN WITNESS WHEREOF, I have set my hand and official seal of the corporation  
 this 25<sup>th</sup> day of April, 2008

[Signature]  
 (Secretary)



(SEAL)

**Attachment 1**

**Code of the Town of Berryville**  
**Chapter 8**

**ARTICLE I. IN GENERAL**

**Sec. 8-1. Violations of chapter.**

Unless otherwise specifically provided, a violation of any provision of this chapter shall constitute a Class 4 misdemeanor.

**Cross references:** Penalty for Class 4 misdemeanor, § 1-11.

**Sec. 8-2. Unlawful accumulations.**

(a) It shall be unlawful for any owner or occupant of any premises within the town to allow garbage, ashes, refuse, trash, litter or other substances which might endanger the health of other residents of the town to accumulate on such premises.

(b) The owner of any property in the town shall remove accumulations referred to in subsection (a) above from such property at intervals to be designated by the council. Reasonable notice of the date fixed by the council for such removal shall be given by newspaper publication, mail or delivery of a written notice to each owner of property.

(c) Upon the failure of the owner of property to remove trash, garbage, refuse, litter and other substances which might endanger the health of other residents of the town, as provided in the notice given pursuant to subsection (b) above, the town manager may have such trash, garbage, refuse, litter and other substances removed and bill the owner for the work. Upon the owner's failure to pay such bill by tax billing time, such bill shall be placed upon the tax bill of the owner so delinquent and collected as taxes are collected.

(Code 1971, §§ 8-1, 8-3)

**Cross references:** Open storage of inoperative vehicles in certain zoning districts, § 13-30; abandoned or discarded refrigerators or other airtight containers, § 13-31; cutting and removal of weeds and other foreign growth on vacant property, § 13-32; maintenance of property abutting Town Run, § 13-33.

**State law references:** Authority for above section, Code of Virginia, §§ 15.1-11, 15.1-867.

**Sec. 8-3. Littering generally.**

(a) Any person who shall dump or otherwise dispose of trash, garbage, refuse, litter or other unsightly matter on a public street or highway, right-of-way, property adjacent to such street or highway or right-of-way, or on any public property of the town or private property within the town, without the written consent of the owner thereof or his agent, shall be guilty of a Class 1 misdemeanor.

(b) When any person is arrested for a violation of this section, and the matter alleged to have been dumped or disposed of has been ejected from a motor vehicle, the arresting officer may comply with the provisions of section 10-2 of this Code in making such arrest.

(c) When a violation of the provisions of this section has been observed by any person, and the matter dumped or disposed of has been ejected from a motor vehicle, the owner or operator of such motor vehicle shall be presumed to be the person ejecting such trash, garbage, refuse, litter or other unsightly matter. Such presumption shall be rebuttable by competent evidence.

(d) Upon conviction of any person for a violation of this section, the court may suspend the imposition of any sentence on condition that the defendant volunteer his services, for such period of time as the court may designate, to remove litter from streets, highways and other public property in the town.

(Ord. of 12-12-72)

**Cross references:** Penalty for Class 1 misdemeanor, § 1-11; deposit of hazardous material on streets, § 15-15.

**State law references:** Similar provisions and authority to adopt above section, Code of Virginia, §§ 33.1-346, 33.1-346.1.

**Sec. 8-4. Disposal in town of trash, garbage, etc., accumulated outside town.**

(a) It shall be unlawful and a Class 1 misdemeanor for any person to place, dump or otherwise dispose of trash, garbage, refuse, litter or any other unsightly matter that has been accumulated or collected outside the corporate limits of the town at any place within the town. This section shall not apply to a person using the public facilities of the town for the disposal of such matter, with the express permission of the town council or its designated agent.

(b) The provisions of subsections (b) and (c) of section 8-3 shall apply to violations of this section to the same extent as if set out at length in this section.

(Ord. of 2-13-73; Ord. of 2-13-79, § 8-15)

**Cross references:** Penalty for Class 1 misdemeanor, § 1-11.

**Sec. 8-5. Dumpster, defined; prohibited times for emptying.**

(a) For the purpose of this section a "dumpster" shall mean any container designed to contain refuse or garbage and which is emptied by mechanical means.

(b) It shall be unlawful for any person to empty a dumpster in town between the hours of 10:00 p.m. and 7:00 a.m. except within industrially zoned areas of the town.

(Ord. of 1-12-99)

**Sec. 8-6. Upsetting, tampering and misusing litter receptacles maintained by the town.**

No person shall cause the removal, upsetting, mutilation or defacing of, or tamper with any litter receptacle maintained by the town, cause the contents thereof to be spilled or to be strewn in or upon any public place or private premises, or use such receptacle for disposal of business or household refuse

(Ord. of 2-13-01)

**State law references:** Authority for above section, Code of Virginia, Section 15.2-927.

Secs. 8-6--8-14. Reserved.

**ARTICLE II. COLLECTION BY TOWN\***

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**\*Cross references:** Department of public works responsible for refuse collection, § 2-53.

**State law references:** Authority of town to operate a garbage and refuse collection and disposal system, Code of Virginia, § 15.1-857.

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**Sec. 8-15. Report of violations of article.**

If any person fails to comply with the provisions of this article, the employees of the town engaged in the collection and removal of garbage, ashes and refuse shall report such failure to the town manager.

(Ord. of 2-13-79, § 8-12)

**Sec. 8-16. Containers generally--For garbage.**

(a) All garbage, consisting of food waste and organic matter, to be collected by the town shall be placed in tied disposable plastic bags or in water-tight containers of durable construction which shall be rust-resistant, nonabsorbent, easily washable, with tight fitting covers and handles and with a capacity of not less than five (5) nor more than thirty-two (32) gallons. All such nondisposable containers shall be of such construction as to prevent disturbance by animals and entrance by insects and to allow safe handling by one collector.

(b) The total weight of any garbage container, together with its contents, shall not exceed fifty (50) pounds.

(Ord. of 2-13-79, §§ 8-5, 8-7; Ord. of 11-13-90; Ord. of 10-13-98)

**Sec. 8-17. Same--For ashes.**

(a) Ashes to be collected by the town shall be placed separately from garbage and other refuse, in cans or other light noncombustionable containers that can be handled without coming apart. Such containers shall not be filled closer than two (2) inches to the top and shall be covered to prevent spilling.

(b) The total weight of any container for ashes, together with its contents, shall not exceed seventy-five (75) pounds.

(Ord. of 2-13-79, §§ 8-6, 8-7)

**Sec. 8-18. Same--For other refuse.**

Rubbish consisting of cans, bottles, rags, paper, weeds, leaves, grass cuttings, tree cuttings, solid waste materials from homes, stores and commercial buildings and other refuse to be collected by the town, other than that provided for in sections 8-16 and 8-17, shall be placed in cans, plastic bags or other containers that can be safely handled without coming apart, of such size, not exceeding thirty-two (32) gallons capacity, that can be handled by one collector and filled and secured so as to prevent spillage of the contents.

(Ord. of 2-13-79, § 8-8)

**Sec. 8-19. Preparation of garbage.**

No person shall place any garbage in any container required by section 8-16, without first draining the liquid from such garbage and wrapping the garbage in paper or plastic.

(Ord. of 2-13-79, § 8-5)

**Sec. 8-20. Preparation of cardboard and other bulky materials.**

Cardboard containers and other bulk materials to be collected by the town need not be placed in containers, but will be collected by the town if flattened and securely tied in compact bundles that can be handled by one collector. No such bundle shall exceed four (4) feet in length and fifty (50) pounds in weight.

(Ord. of 2-13-79, § 8-9; Ord. of 10-13-98)

**Sec. 8-21. Collection times and routes.**

The town manager shall establish and specify the days and hours each week when town employees shall collect garbage, ashes and refuse and the routes to be served at the times so specified.

(Ord. of 2-13-79, § 8-14)

**Sec. 8-22. Placement of containers on collection day; collectors not to enter building.**

(a) All containers containing garbage, ashes or refuse for collection by the town shall be set out not later than 7:00 a.m. on collection days. No containers may be set out for collection more