

NOTICE REGARDING CHANGES IN THE CONDUCT OF THE APRIL 14, 2020 BERRYVILLE TOWN COUNCIL MEETING

Because of the COVID-19 pandemic emergency, the April Berryville Town Council meeting will be conducted differently than normal. The differences will include:

- The meeting will begin at 7:00 p.m.
- No more than 10 people will be permitted in the meeting area at any time (this includes Town Council members, Town staff, press, and the public).
- Two Town Council members will participate remotely.
- No Citizens' Forum will be held.
- The only in-person public comments that will be heard will be heard during the public hearing for the proposed 2020 Tax Levies (rates).
- The meeting will be live streamed on YouTube. Please follow this link <https://youtu.be/9Dsn5fw2TNA>



Berryville Town Council

MEETING AGENDA

Berryville-Clarke County Government Center

101 Chalmers Court, Second Floor

Main Meeting Room

Regular Session

April 14, 2020

7:00 PM

Item

Page

1. Call to Order

2. Pledge of Allegiance

3. Approval of Agenda

4. Approve/Deny Remote Participation

4

5. Public Hearing: Tax Rates for 2020

5

6. Discussion of Public Hearing Items

Set Tax Rates for 2020/Approve PPTRA Resolution

7. Citizens' Forum

No forum will be held.

8. Consent Agenda

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Approval of Minutes

Minutes of the 03.05.2020 Work Session of the Town Council Budget and Finance Committee
Minutes of the 03.10.2020 Regular Meeting of the Town Council
Minutes of the 03.11.2020 Work Session of the Town Council

9. Unfinished Business

Dunlap Drive Numbering/Name Change

54

Refuse and Recyclables Curbside Collection Request for Proposal

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10. New Business

Set Public Hearing on Fiscal Year 2021 Budget

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Paving Request for Proposal

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COVID-19 Emergency-related Matters

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11. Council Member Reports

None anticipated.

12. Staff Reports

Public Works

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Public Utilities

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Police Department

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Community Development

Community Development Update 190

Construction Project Update 191

Richmond American Homes Residual Bond Release 193

Administration and Finance

Town Manager

13. Committee Updates

None anticipated.

14. Closed Session

15. Adjourn

BERRYVILLE TOWN COUNCIL
MOTION TO APPROVE REMOTE PARTICIPATION IN A TOWN COUNCIL
MEETING BY TWO TOWN COUNCIL MEMBERS

Date: April 14, 2020

Motion By:

Second By:

I move that the Council of the Town of Berryville, with a quorum present in the Main Meeting Room of the Berryville-Clarke County Government Center, approve remote participation via telephone by Council members Donna Marie McDonald and Erecka Gibson at this meeting because of health concerns related to the COVID-19 virus.

VOTE:

Aye:

Nay:

Abstain:

Absent:

ATTEST: _____
Harry Lee Arnold, Jr., Recorder

TOWN COUNCIL
MOTION FOR APPROVAL: RESOLUTION TO PROVIDE FOR THE
IMPLEMENTATION OF THE 2004-2005 CHANGES TO THE PERSONAL
PROPERTY TAX RELIEF ACT OF 1998 FOR THE TAX YEAR 2020

Date: April 14, 2020

Motion By:

Second By:

I hereby move that the Council of the Town of Berryville adopt the attached Resolution providing for the implementation of the 2004-2005 changes to the Personal Property Tax Relief Act of 1998 for the tax year 2020.

VOTE:

Aye:

Nay:

Absent/Abstain:

ATTEST: _____
Harry Lee Arnold, Jr., Recorder

Town of Berryville

**Resolution
To Provide for the Implementation of the 2004-2005
Changes to the Personal Property Tax Relief Act of 1998
For the Tax Year 2020**

WHEREAS, the Personal Property Tax Relief Act of 1998, Va. Code § 58.1-3523 *et seq.* (“PPTRA”), has been substantially modified by the enactment of Chapter 1 of the Acts of Assembly, 2004 Special Session I (Senate Bill 505) and the provisions of Item 503 of Chapter 951 of the 2005 Acts of Assembly, being the 2005 revisions to the 2004-2006 Appropriations Act (“the 2005 Appropriations Act”); and

WHEREAS, the legislative enactments require the Town to take affirmative steps to provide for the computation and allocation of relief provided pursuant to the PPTRA as revised; and

WHEREAS, these legislative enactments provide for the Town of a fixed sum to be used exclusively for the provision of tax relief to owners of qualifying personal use vehicles that are subject to local personal property tax on such vehicles.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Berryville in accordance with the requirements set forth in Va. Code § 58.1-3524(C) (2) and § 58.1-3912(E), as amended by Chapter 1 of the 2005 Acts of Assembly (2004 Special Session 1) and as set forth in Item 503 of the 2005 Appropriations Act, that any qualifying vehicle having situs within the Town during the tax year which begins on January 1, 2020, shall receive personal property tax relief in the following manner:

1. Personal use vehicles valued at less than \$1,000 will be eligible of 100 percentage of tax relief set by the Town Council during its annual budget deliberations.
2. Personal use vehicles valued between \$1,001 and \$20,000 will be eligible for 70 percentage of tax relief set by the Town Council during its annual budget deliberations.
3. Personal use vehicles valued at \$20,001 or more will be eligible for 70 percentage of tax relief on the first \$20,000 of assessed value set by the Town Council during its annual budget deliberations.
4. All other vehicles which do not meet the definition of “qualifying” (business use vehicles, farm use vehicles, motor homes, etc.) will not be eligible for personal property tax relief under PPTRA.

PASSED THIS 14th DAY OF APRIL 2020.

Patricia Dickinson, Mayor

ATTEST:

Harry L. Arnold, Jr., Recorder

**BERRYVILLE TOWN COUNCIL
PUBLIC HEARING NOTICE**

The Berryville Town Council will hold the following public hearing at 7:00 p.m., or as soon after as this matter may be heard, on **Tuesday, April 14, 2020**, in the Main Meeting Room, Second Floor, of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia, to consider the following:

Proposed Tax Rates for 2020

Listed below are the proposed tax rates for the tax year beginning January 1, 2020, on all real property, including real property and tangible personal property of public service corporations, and on all other tangible personal property, including machinery and tools.

- A. \$.17741 per \$100 assessed valuation on real estate, including real estate of public service corporations;
- B. \$1.25 per \$100 assessed valuation on tangible personal property except machinery and tools;
- C. \$1.30 per \$100 assessed valuation on tangible machinery and tools.

The proposed real estate tax rate reflects a decrease of \$.02259 per \$100 of assessed valuation. The proposed rate constitutes a 11.29% decrease in the real estate tax rate that was adopted in the year 2019 but is considered revenue-neutral because of property values as established in the recent re-assessment.

The proposed personal property tax rate reflects no increase in the personal property rate that was adopted for the year 2019.

The proposed machinery and tools tax rate reflects no increase in the machinery and tools rate that was adopted for the year 2019.

Copies of materials may be examined at www.berryvilleva.gov . This information can also be obtained by calling the Town Business Office at (540) 955-1099 and arranging the best means of providing you with the information in question.

Any person desiring to be heard regarding the matter enumerated above may appear at the appointed time and place; **however, because of the ongoing COVID 19 emergency, it is highly recommended that those desiring to comment provide written comments prior to the day of the meeting.** Such comments must be emailed to townclerk@berryvilleva.gov , placed in the Town drop box at the Berryville-Clarke County Government Center (at Town drive-through), or mailed to the Town of Berryville (attention Town Clerk) at 101 Chalmers Court, Berryville, VA 22611. All comments will be provided to the Town Council for their review and consideration and made a part of the record. If you choose you may request that your comments read be aloud at the meeting. In such instances, each comment will be read aloud for a period of time not to exceed three minutes.

PUBLIC INPUT ON OTHER MATTERS

The Berryville Town Council scheduled public input on the matters listed below, but in light of the **COVID 19 Emergency it will alter how comments will be received.** The matters in question are:

- 1) **Discussion regarding the re-naming of that portion of Dunlap Dr. south of its intersection with Hermitage Blvd. to its temporary terminus.**

- 2) **Establishment of limitations on the number of garbage and refuse toters and recycling bins that will be issued without charge. These limits are being considered prior to issuance of an offering for curbside garbage and refuse and recyclables collection.**

Any person desiring to comment on the matters enumerated above may provide written comments prior to the day of the meeting. Such comments must be emailed to townclerk@berryvilleva.gov , placed in the Town drop box at the Berryville-Clarke County Government Center (at Town drive through), or mailed to the Town of Berryville (attention Town Clerk) at 101 Chalmers Court, Berryville, VA 22611. All comments will be provided to the Town Council for their review and consideration and made a part of the record. No in-person comment will be received on these matters.

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

By order of the Town Council
Keith R. Dalton, Town Manager

ADVERTISE: Winchester Star April 7, 2020

INVOICE: Town of Berryville
 101 Chalmers Court, Suite A
 Berryville, VA 22611

Contact: Gregory C. Jacobs at 955-1099 or treasurer@berryvilleva.gov

TOWN COUNCIL
MOTION FOR APPROVAL: ORDINANCE SETTING TAX LEVIES FOR TAX
YEAR 2020

Date: April 14, 2020

Motion By:

Second By:

I hereby move that the Council of the Town of Berryville adopt the attached Ordinance setting the tax levies for tax year 2020 amending the Code of the Town of Berryville, Chapter 16- Taxation, Article I – In General, Section 16-1 Annual Tax Assessments; valuation of property.

VOTE:

Aye:

Nay:

Absent/Abstain:

ATTEST: _____
Harry Lee Arnold, Jr., Recorder

TOWN OF BERRYVILLE
TOWN COUNCIL
AN ORDINANCE SETTING TAX LEVIES FOR TAX YEAR 2020

Date: April 14, 2020

Motion By:

Second By:

BE IT ORDAINED, by the Council of the Town of Berryville, Virginia, that for the tax year 2019 there is hereby levied:

(1) A tax of \$.17741 per \$100 assessed valuation on all real estate located within the Town of Berryville, such levy being also applicable to the real estate and tangible personal property of public service corporations;

(2) A tax rate of \$1.25 per \$100 assessed valuation on all taxable, tangible personal property, except machinery and tools, located in the Town of Berryville;

(3) A tax rate of \$1.30 per \$100 assessed valuation on tangible machinery and tools located in the Town of Berryville.

All tax levies shall be due and payable pursuant to the Code of the Town of Berryville, Chapter 16, Article I, Section 16-3.

VOTE:

Aye:

Nay:

Absent:

SIGNED: _____ Date: April 14, 2020
Patricia Dickinson, Mayor

ATTEST: _____ Date: April 14, 2020
Harry Lee Arnold, Jr., Recorder

BERRYVILLE TOWN COUNCIL

MOTION TO SET PUBLIC HEARING FOR MAY 12, 2020 ON
PROPOSED FY 2021 BUDGET

Date: April 14, 2020

Motion By:

Second By:

I move that the Council of the Town of Berryville set a public hearing for its May 12, 2020 meeting to hear public comment on the proposed FY 2020 budget.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder

**BERRYVILLE TOWN COUNCIL
PUBLIC HEARING NOTICE**

The Berryville Town Council will hold the following public hearing at 7:30 p.m., or as soon after as this matter may be heard, on **Tuesday, May 12, 2020**, in the Main Meeting Room, Second Floor, of the Berryville Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the following:

Proposed Fiscal Year 2020-2021 Budget as follows:

<u>Resources and Revenues</u>	AMENDED FY 19-20	REQUESTED FY 20-21
GENERAL FUND		
Fund Balance	\$ 307,000.00	\$ 145,235.00
Revenue from Local Sources	\$ 2,759,967.00	\$ 2,874,200.00
Revenue from State Sources	\$ 961,677.00	\$ 952,985.00
Revenue from Other Sources	\$ 1,000.00	\$ 1,000.00
Total	\$ 4,029,644.00	\$ 3,973,420.00
WATER FUND		
Fund Balance	\$ 175,000.00	\$.00
Revenue from Local Sources	\$ 911,625.00	\$ 1,108,125.00
Availability Fees	\$ 26,250.00	\$ 337,500.00
Total	\$ 1,112,875.00	\$ 1,445,625.00
SEWER FUND		
Fund Balance	\$.00	\$.00
Revenue from Local Sources	\$ 1,720,750.00	\$ 1,850,000.00
Availability Fees	\$ 113,750.00	\$ 362,500.00
Total	\$ 1,834,500.00	\$ 2,212,500.00
TOTAL RESOURCES AND REVENUES	\$ 6,977,019.00	\$ 7,631,545.00
 <u>Expenses and Reserves</u>		
GENERAL FUND		
Maintenance and Operational	\$ 3,344,468.00	\$ 3,540,309.00
Debt Service	\$ 121,476.00	\$ 121,476.00
Capital Reserves and Expenses	\$ 463,365.00	\$ 201,335.00
Contingency	\$ 100,335.00	\$ 110,300.00
Total	\$ 4,029,644.00	\$ 3,973,420.00
WATER FUND		
Maintenance and Operational	\$ 710,930.00	\$ 800,915.00
Debt Service	.00	.00
Capital Reserves and Expenses	\$ 380,615.00	\$ 619,975.00

Contingency	\$	21,330.00	\$	24,735.00
Total	\$	1,112,875.00	\$	1,445,625.00
SEWER FUND				
Maintenance and Operational	\$	1,074,315.00	\$	1,193,723.00
Debt Service	\$	470,000.00	\$	470,000.00
Capital Reserves and Expenses	\$	257,955.00	\$	512,197.00
Contingency	\$	32,230.00	\$	36,580.00
Total	\$	1,834,500.00	\$	2,212,500.00
TOTAL EXPENSES AND RESERVES				
	\$	6,977,019.00	\$	7,631,545.00

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

Any person desiring to be heard regarding the above matter should appear at the appointed time and place. Written copies of statements at public hearings are requested but not required.

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

By order of the Town Council
Keith R. Dalton, Town Manager

FY 20-21 BUDGET REVENUES

<u>Account Number</u>	<u>Account Description</u>	<u>4/10/2019 APPROVED 2019-2020</u>	<u>3/11/2020 DRAFT 2020-2021</u>
GENERAL FUND			
FUND BALANCE			
100-3000000-0000	FUND BALANCE FORWARD	\$ 307,000.00	\$ 145,235.00
	TOTAL FUND BALANCE	\$ 307,000.00	\$ 145,235.00
REVENUE FROM LOCAL SOURCES			
100-3110101-0000	CURRENT REAL ESTATE TAXES	\$ 1,000,000.00	\$ 1,006,000.00
100-3110102-0000	DEL REAL ESTATE TAXES	\$ -	\$ 5,000.00
100-3110201-0000	UTILITY REAL ESTATE TAXES	\$ 10,650.00	\$ 11,200.00
100-3110301-0000	CURRENT PERS PROP TAXES	\$ 294,000.00	\$ 300,000.00
100-3110302-0000	DEL PERS PROP TAXES	\$ -	\$ 3,500.00
100-3110401-0000	MACHINERY & TOOLS	\$ 150,000.00	\$ 155,000.00
100-3110601-0000	TAX PENALTIES	\$ 6,000.00	\$ 6,000.00
100-3110602-0000	TAX INTEREST	\$ 2,000.00	\$ 2,000.00
	TOTAL REV FROM LOCAL SOURCES	\$ 1,462,650.00	\$ 1,488,700.00
OTHER LOCAL TAXES			
100-3120101-0000	LOCAL SALES TAX	\$ 200,000.00	\$ 208,000.00
100-3120201-0000	CONSUMER UTILITY TAX	\$ 95,000.00	\$ 85,000.00
100-3120300-0000	BUSINESS LICENSE	\$ 200,000.00	\$ 200,000.00
100-3120402-0000	REC FRANCHISE FEES	\$ 35,000.00	\$ 35,000.00
100-3120501-0000	AUTO LICENSE	\$ 90,000.00	\$ 90,000.00
100-3120601-0000	BANK FRANCHISE TAXES	\$ 135,000.00	\$ 140,000.00
100-3120801-0000	CIGARETTE TAX (10¢)	\$ 50,000.00	\$ 18,000.00
100-3121001-0000	LODGING TAX (2%)	\$ 10,000.00	\$ 10,000.00
100-3121101-0000	MEALS TAX (4%)	\$ 257,817.00	\$ 312,000.00
	TOTAL OTHER LOCAL TAXES	\$ 1,072,817.00	\$ 1,098,000.00
PERMITS, FEES & LICENSES			
100-3130304-0000	LAND USE APPLICATION FEES	\$ 1,500.00	\$ 5,000.00
100-3130307-0000	ZONING & SUBDIVISION FEES	\$ 10,000.00	\$ 10,000.00
	TOTAL PERMITS, FEES & LICENSES	\$ 11,500.00	\$ 15,000.00
FINES & FORFEITURES			
100-3140101-0000	COURT FINES	\$ 40,000.00	\$ 25,000.00
100-3140102-0000	PARKING METER FINES	\$ 2,500.00	\$ 4,000.00
100-3140103-0000	ESUMMONS	\$ 2,000.00	\$ 1,500.00
	TOTAL FINES & FORFEITURES	\$ 44,500.00	\$ 30,500.00
REVENUE FROM MONEY OR PROP			
100-3150101-0000	INTEREST ON DEPOSITS	\$ 50,000.00	\$ 100,000.00
100-3150201-0000	RENTAL OF PROPERTY	\$ 12,000.00	\$ 12,000.00
100-3150205-0000	WATER TANK SITE LEASE	\$ 76,500.00	\$ 82,000.00
100-3150206-0000	CHARGE CARD REBATE	\$ 11,000.00	\$ 14,000.00
	TOTAL FROM MONEY OR PROP	\$ 149,500.00	\$ 208,000.00

	CHARGES FOR SERVICES				
100-3160703-0000	PARKING METERS	\$	14,000.00	\$	16,000.00
100-3161502-0000	SALE OF PUBLICATIONS	\$	-	\$	-
	TOTAL CHARGES FOR SERVICES	\$	14,000.00	\$	16,000.00
	MISCELLANEOUS REVENUES				
100-3189905-0000	SALE OF SURPLUS	\$	5,000.00	\$	18,000.00
	TOTAL MISC REVENUES	\$	5,000.00	\$	18,000.00
	RECOVERED COSTS				
100-3190203-0000	REIMBURSABLE FEES	\$	-	\$	-
	TOTAL RECOVERED COSTS	\$	-	\$	-
	TOTAL LOCAL REVENUES	\$	3,066,967.00	\$	3,019,435.00

	REVENUE FROM THE COMMONWEALTH				
	NON-CATEGORICAL AID				
100-3220107-0000	ROLLING STOCK TAX	\$	1,850.00	\$	1,850.00
100-3220109-0000	PPTRA	\$	209,917.00	\$	209,917.00
100-3220201-0000	COMMUNICATION TAX	\$	80,000.00	\$	77,000.00
	TOTAL NON-CATEGORICAL AID	\$	291,767.00	\$	288,767.00
	CATEGORICAL AID				
100-3220108-0000	599 LAW ENFORCEMENT GRANT	\$	79,265.00	\$	82,350.00
100-3240103-0000	LE BLOCK GRANT	\$	5,000.00	\$	1,000.00
100-3240201-0000	FIRE FUND PROGRAM	\$	14,500.00	\$	15,250.00
100-3240300-0000	VDOT LANE MILE ALLOWANCE	\$	558,615.00	\$	558,618.00
100-3240301-0000	VDOT ROAD MAINTENANCE	\$	10,000.00	\$	5,000.00
100-3240302-0000	LITTER CONTROL GRANT	\$	2,500.00	\$	2,000.00
100-3240311-0000	ST EMERGENCY R&R	\$	-	\$	-
100-3240312-0000	VA COMMISSION FOR THE ARTS	\$	-	\$	-
100-3240710-0000	DMV ANIMAL FRIENDLY PLATES	\$	30.00	\$	-
	TOTAL CATEGORICAL AID	\$	669,910.00	\$	664,218.00
	TOTAL FROM THE COMMONWEALTH	\$	961,677.00	\$	952,985.00

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

TOTAL FROM FEDERAL GOVERNMENT \$ \$

REVENUE FROM OTHER SOURCES

NON-REVENUE RECEIPTS				
100-3410201-0000	MISCELLANEOUS REVENUES	\$	1,000.00	\$ 1,000.00
	TOTAL FROM OTHER SOURCES	\$	1,000.00	\$ 1,000.00

TOTAL FROM OTHER SOURCES \$ 1,000.00 \$ 1,000.00

TOTAL GENERAL FUND REVENUES \$ 4,029,644.00 \$ 3,973,420.00

WATER FUND

FUND BALANCE				
501-3000000-0000	FUND BALANCE	\$	175,000.00	\$ -
	TOTAL FUND BALANCE	\$	175,000.00	\$ -
REVENUE FROM MONEY OR PROP				
501-3150102-0000	INTEREST ON INVESTMENTS	\$	20,000.00	\$ 30,000.00
	TOTAL FROM USE OF MONEY OR PROP	\$	20,000.00	\$ 30,000.00
CHARGES FOR SERVICES				
501-3160110-0000	TREATMENT FEES	\$	860,000.00	\$ 1,040,000.00
501-3160111-0000	DELINQUENT ACCT PENALTIES	\$	30,000.00	\$ 30,000.00
501-3160112-0000	SECURITY DEPOSITS	\$	-	\$ -
501-3160113-0000	AVAILABILITY CHARGES	\$	26,250.00	\$ 337,500.00
501-3160114-0000	CONNECTION CHARGES			
501-3160115-0000	METER FEES	\$	1,625.00	\$ 8,125.00
	TOTAL CHARGES FOR SERVICES	\$	917,875.00	\$ 1,415,625.00

TOTAL WATER FUND \$ 1,112,875.00 \$ 1,445,625.00

	TOWN CLERK			
100-4011200-1114	SALARIES/WAGES/TNCLK	\$	47,200.00	\$ 44,600.00
100-4011200-2100	MATCHING FICA EXPENSE (7.65 %)	\$	3,610.00	\$ 3,400.00
100-4011200-5510	MILEAGE	\$	500.00	\$ 250.00
100-4011200-5540	EDUCATION/TRAINING	\$	3,000.00	\$ 1,000.00
100-4011200-5810	DUES	\$	100.00	\$ 100.00
	TOTAL TOWN CLERK	\$	54,410.00	\$ 49,350.00
	TOWN MANAGER			
100-4012110-1112	COMPENSATION	\$	148,000.00	\$ 141,880.00
100-4012110-2100	MATCHING FICA EXPENSE (7.65 %)	\$	11,315.00	\$ 10,860.00
100-4012110-3399	BLIGHT ABATEMENT	\$	17,000.00	\$ 17,000.00
100-4012110-5230	TELECOMMUNICATIONS	\$	600.00	\$ 600.00
100-4012110-5510	MILEAGE	\$	150.00	\$ -
100-4012110-5540	TRAINING	\$	1,500.00	\$ -
100-4012110-5810	DUES	\$	350.00	\$ 500.00
	TOTAL TOWN MANAGER	\$	178,915.00	\$ 170,840.00
	LEGAL SERVICES			
100-4012210-3150	PROFESSIONAL SERVICES	\$	35,000.00	\$ 35,000.00
	TOTAL LEGAL SERVICES	\$	35,000.00	\$ 35,000.00
	PERSONNEL			
100-4012220-2100	SOCIAL SECURITY	\$	-	\$ -
100-4012220-2210	VRS	\$	126,000.00	\$ 147,950.00
100-4012220-2220	VMLIP - STD	\$	660.00	\$ 700.00
100-4012220-2230	VMLIP - LTD	\$	6,170.00	\$ 6,559.00
100-4012220-2250	Line of Duty Act	\$	6,800.00	\$ 8,500.00
100-4012220-2300	HEALTH INSURANCE	\$	211,230.00	\$ 216,400.00
100-4012220-2400	LIFE INSURANCE	\$	14,935.00	\$ 15,850.00
100-4012220-2600	UNEMPLOYMENT INSURANCE	\$	205.00	\$ 205.00
100-4012220-2700	WORKER'S COMPENSATION	\$	19,180.00	\$ 39,000.00
100-4012220-3110	RANDOM DRUG SCREENING	\$	750.00	\$ 750.00
	TOTAL PERSONNEL	\$	385,930.00	\$ 435,914.00
	INDEPENDENT AUDITOR			
100-4012240-3120	CONTRACTUAL SERVICES	\$	15,750.00	\$ 16,050.00
	TOTAL INDEPENDENT AUDITOR	\$	15,750.00	\$ 16,050.00

	TOWN TREASURER			
100-4012410-1113	COMPENSATION	\$	132,000.00	\$ 93,000.00
100-4012410-2100	MATCHING FICA EXPENSE (7.65 %)	\$	10,100.00	\$ 7,100.00
100-4012410-3130	PROFESSIONAL SER/TAX CONV	\$	5,000.00	\$ 2,500.00
100-4012410-3150	PROFESSIONAL SER/VEC	\$	-	\$ -
100-4012410-5306	SURETY BONDS	\$	415.00	\$ 500.00
100-4012410-5540	TRAINING	\$	5,000.00	\$ 2,000.00
100-4012410-5810	DUES	\$	300.00	\$ 1,000.00
100-4012410-6015	AUTO DECALS	\$	-	\$ -
100-4012410-6020	CIGARETTE TAX STAMPS	\$	6,500.00	\$ -
	TOTAL TOWN TREASURER	\$	159,315.00	\$ 106,100.00
	FINANCE/ACCOUNTING			
100-4012430-1113	COMPENSATION	\$	123,000.00	\$ 132,200.00
100-4012430-2100	MATCHING FICA EXPENSE (7.65 %)	\$	9,410.00	\$ 10,112.00
100-4012430-5540	TRAINING	\$	3,500.00	\$ 3,400.00
	TOTAL FINANCE/ACCOUNTING	\$	135,910.00	\$ 145,712.00
	CENTRAL ADM/PURCHASING			
100-4012530-3320	MAINTENANCE CONTRACTS	\$	33,000.00	\$ 46,000.00
100-4012530-3400	WEBSITE RESERVE	\$	1,000.00	\$ 1,000.00
100-4012530-3501	NEWSLETTER	\$	1,000.00	\$ 1,000.00
100-4012530-3600	ADVERTISING	\$	10,000.00	\$ 8,000.00
100-4012530-5210	POSTAGE	\$	8,500.00	\$ 11,500.00
100-4012530-5230	TELECOMMUNICATIONS	\$	1,350.00	\$ 2,000.00
100-4012530-5250	SOCIAL MEDIA ARCHIVING	\$	2,700.00	\$ 2,700.00
100-4012530-5415	COPIER LEASE	\$	3,330.00	\$ 4,500.00
100-4012530-5540	TRAINING	\$	2,500.00	\$ 2,500.00
100-4012530-5699	CONTRIBUTION / CC SOCIAL MEDIA	\$	7,500.00	\$ 5,000.00
100-4012530-5810	DUES	\$	500.00	\$ 500.00
100-4012530-6001	OFFICE SUPPLIES	\$	10,000.00	\$ 10,150.00
	TOTAL CENTRAL ADM/PURCHASING	\$	81,380.00	\$ 94,850.00
	RISK MANAGEMENT			
100-4012550-5304	BLANKET EXCESS LIABILITY	\$	9,200.00	\$ 16,000.00
100-4012550-5305	AUTOMOBILE INSURANCE	\$	9,500.00	\$ 11,000.00
100-4012550-5308	SEMI-MULTI PERIL INS	\$	31,350.00	\$ 27,700.00
100-4012550-5800	INSURANCE DEDUCTABLES	\$	-	\$ -
	TOTAL RISK MANAGEMENT	\$	50,050.00	\$ 54,700.00
	ENGINEERING SERVICES			
100-4012600-3140	ENGINEERING SERVICES	\$	5,000.00	\$ 5,000.00
	TOTAL ENGINEERING SERVICES	\$	5,000.00	\$ 5,000.00

	ELECTIONS				
100-4013100-1125	ELECTION OFFICIALS	\$	1,000.00	\$	2,500.00
100-4013100-6001	OFFICE SUPPLIES	\$	2,000.00	\$	2,500.00
	TOTAL ELECTIONS	\$	3,000.00	\$	5,000.00
	PUBLIC DEFENDER FEES				
100-4021500-3150	PUBLIC DEFENDER FEES	\$	2,000.00	\$	2,000.00
	TOTAL PUBLIC DEFENDER FEES	\$	2,000.00	\$	2,000.00
	POLICE DEPARTMENT				
100-4031100-1139	COMPENSATION	\$	517,000.00	\$	597,510.00
100-4031100-2100	MATCHING FICA EXPENSE (7.65 %)	\$	40,000.00	\$	45,710.00
100-4031100-3110	MEDICAL EXAMINATIONS	\$	500.00	\$	500.00
100-4031100-3115	PRE EMPLOYMENT DRUG SCREEN	\$	500.00	\$	500.00
100-4031100-3190	INTERPRETER	\$	400.00	\$	400.00
100-4031100-3310	REPAIR & MAINTENANCE	\$	12,000.00	\$	12,000.00
100-4031100-3320	MAINTENANCE CONTRACTS	\$	17,100.00	\$	14,500.00
100-4031100-4082	WILDLIFE MANAGEMENT	\$	1,000.00	\$	500.00
100-4031100-5210	POSTAGE	\$	250.00	\$	500.00
100-4031100-5230	TELECOMMUNICATIONS	\$	4,625.00	\$	4,600.00
100-4031100-5415	COPIER LEASE	\$	3,330.00	\$	3,400.00
100-4031100-5540	TRAINING	\$	12,500.00	\$	22,250.00
100-4031100-5545	OFFICE ACCREDIATION	\$	1,700.00	\$	1,700.00
100-4031100-5810	DUES	\$	700.00	\$	700.00
100-4031100-5815	COMMUNITY RELATIONS	\$	2,000.00	\$	2,000.00
100-4031100-6001	OFFICE SUPPLIES	\$	2,350.00	\$	1,600.00
100-4031100-6008	GASOLINE & OIL	\$	14,500.00	\$	14,500.00
100-4031100-6010	POLICE SUPPLIES	\$	13,500.00	\$	13,500.00
100-4031100-6011	UNIFORMS	\$	4,000.00	\$	4,000.00
	TOTAL POLICE DEPARTMENT	\$	647,955.00	\$	740,370.00
	TRAFFIC CONTROL				
100-4031300-5699	COUNTY CONT/CROSSING GD	\$	2,500.00	\$	2,500.00
	TOTAL TRAFFIC CONTROL	\$	2,500.00	\$	2,500.00
	EMERGENCY SERVICES				
100-4031400-5699	CONTRIBUTION/CC CENT ALRM	\$	5,000.00	\$	5,000.00
	TOTAL EMERGENCY SERVICES	\$	5,000.00	\$	5,000.00
	VOLUNTEER FIRE DEPARTMENT				
100-4032200-5699	CONTRIBUTION/JHEVFD	\$	30,000.00	\$	30,000.00
100-4032200-5707	FIRE FUND PROGRAM	\$	14,500.00	\$	15,250.00
100-4032200-88411	CAPITAL PROJECT RESERVE	\$	10,000.00	\$	10,000.00
	TOTAL VOLUNTEER FIRE DEPT	\$	54,500.00	\$	55,250.00

	CORRECTION & DETENTION			
100-4033200-5550	CONFINEMENT OF PRISONERS	\$	250.00	\$ 250.00
	TOTAL CORRECTION & DETENTION	\$	250.00	\$ 250.00
	PUBLIC WORKS ADMINISTRATION			
100-4041100-1140	COMPENSATION	\$	43,500.00	\$ 69,910.00
100-4041100-2100	MATCHING FICA EXPENSE (7.65 %)	\$	3,330.00	\$ 5,350.00
100-4041100-3110	MEDICAL EXAMS	\$	1,000.00	\$ 1,000.00
100-4041100-3310	VEHICLE REP & MAINTENANCE	\$	7,000.00	\$ 11,000.00
100-4041100-5120	FUEL OIL/HEAT	\$	1,500.00	\$ 1,500.00
100-4041100-5230	TELECOMMUNICATIONS	\$	5,000.00	\$ 5,000.00
100-4041100-5415	COPIER LEASE	\$	2,665.00	\$ 2,665.00
100-4041100-5540	TRAINING	\$	500.00	\$ 3,500.00
100-4041100-6001	OFFICE SUPPLIES	\$	500.00	\$ 500.00
	TOTAL PUBLI WKS ADMINISTRATION	\$	64,995.00	\$ 100,425.00
	HWYS, STS BRIDGES & SDWLKS			
100-4041200-1183	COMPENSATION	\$	130,500.00	\$ 156,710.00
100-4041200-2100	MATCHING FICA EXPENSE (7.65 %)	\$	10,000.00	\$ 11,990.00
100-4041200-3310	EQUIPMENT MAINTENANCE	\$	12,000.00	\$ 12,000.00
100-4041200-3315	SIDEWALK MAINTENANCE	\$	15,000.00	\$ 15,000.00
100-4041200-3316	STREET SIGN MAINTENANCE	\$	700.00	\$ -
100-4041200-5425	NORFOLK/SOUTHERN R-O-W'S	\$	1,075.00	\$ 1,100.00
100-4041200-6007	MATERIALS & SUPPLIES	\$	4,000.00	\$ 4,000.00
100-4041200-6008	GASOLINE & OIL	\$	20,000.00	\$ 20,000.00
100-4041200-6011	UNIFORMS	\$	4,000.00	\$ 6,000.00
	TOTAL HWYS, STS BRIDGES & SWLKS	\$	197,275.00	\$ 226,800.00
	VDOT STREET MAINTENANCE			
100-4041250-3300	VDOT STREET MAINTENANCE	\$	538,615.00	\$ 411,618.00
100-4041250-3310	EQUIPMENT MAINTENANCE (VDOT)	\$	10,000.00	\$ 10,000.00
100-4041250-8801	EQUIPMENT PURCHASE (VDOT)	\$	10,000.00	\$ 137,000.00
	TOTAL VDOT STREET MAINTENANCE	\$	558,615.00	\$ 558,618.00
	STREET LIGHTS			
100-4041320-5110	ELECTRICITY	\$	60,000.00	\$ 66,500.00
	TOTAL STREET LIGHTS	\$	60,000.00	\$ 66,500.00
	SNOW REMOVAL			
100-4041330-3220	CONTRACTUAL SERVICES	\$	16,000.00	\$ 16,000.00
100-4041330-6007	MATERIALS & SUPPLIES	\$	2,000.00	\$ 2,000.00
	TOTAL SNOW REMOVAL	\$	18,000.00	\$ 18,000.00
	PARKING METERS & LOTS			
100-4041340-6007	MATERIALS & SUPPLIES	\$	1,500.00	\$ 1,500.00
	TOTAL PARKING METERS & LOTS	\$	1,500.00	\$ 1,500.00

	STREET & ROAD CLEANING			
100-4042200-6007	MATERIALS & SUPPLIES	\$	1,000.00	\$ 500.00
	TOTAL STREET & ROAD CLEANING	\$	1,000.00	\$ 500.00
	REFUSE COLLECTION			
100-4042300-3220	CONTRACTUAL SERVICES	\$	194,000.00	\$ 203,000.00
100-4042300-6225	RECYCLING SERVICES	\$	65,000.00	\$ 75,000.00
	TOTAL REFUSE COLLECTION	\$	259,000.00	\$ 278,000.00
	REFUSE DISPOSAL			
100-4042400-3800	FCO LANDFILL CHARGES	\$	40,000.00	\$ 40,000.00
	TOTAL REFUSE DISPOSAL	\$	40,000.00	\$ 40,000.00
	GENERAL PROPERTIES			
100-4043200-3310	REPAIR & MAINTENANCE	\$	15,000.00	\$ 15,000.00
100-4043200-3325	HERMITAGE SWPOND MAINT	\$	4,100.00	\$ 4,100.00
100-4043200-6007	MATERIALS & SUPPLIES	\$	500.00	\$ 500.00
100-4043200-6017	HOLIDAY DECORATIONS	\$	500.00	\$ 500.00
	TOTAL GENERAL PROPERTIES	\$	20,100.00	\$ 20,100.00
	BUILDING SERVICES			
100-4064200-3150	PROFESSIONAL SERVICES	\$	2,451.00	\$ 2,500.00
100-4064200-3200	CONTRACTURAL SERVICES	\$	17,326.00	\$ 19,500.00
100-4064200-5110	ELECTRICITY	\$	18,892.00	\$ 19,800.00
100-4064200-5120	NATURAL GAS/HEAT	\$	2,550.00	\$ 3,200.00
100-4064200-5130	WATER/SEWER	\$	717.00	\$ 800.00
100-4064200-5230	TELECOMMUNICATIONS	\$	7,646.00	\$ 7,800.00
100-4064200-5304	LIABILITY INSURANCE	\$	2,011.00	\$ 2,500.00
100-4064200-7113	IN KIND COSTS	\$	12,864.00	\$ 13,000.00
100-4064200-7115	SHARED MAINTENANCE	\$	17,222.00	\$ 19,000.00
100-4064200-8411	CAPITAL ASSET RESERVES	\$	6,804.00	\$ 7,000.00
	TOTAL BUILDING SERVICES	\$	88,483.00	\$ 95,100.00
	PARKS & RECREATION			
100-4071310-3160	CONTRACTURAL SER/JN BLUE	\$	1,000.00	\$ 1,000.00
100-4071310-5699	CONTRIBUTION/CCP&R	\$	-	\$ -
100-4071310-6017	HOLIDAY DECORATIONS	\$	1,500.00	\$ 1,500.00
100-4071310-6018	ROSE HILL PARK MAINTENANCE	\$	5,000.00	\$ 5,000.00
	TOTAL PARKS & RECREATION	\$	7,500.00	\$ 7,500.00

	PLANNING			
100-4081100-1155	COMPENSATION	\$	82,500.00	\$ 93,270.00
100-4081100-2100	MATCHING FICA EXPENSE (7.65 %)	\$	6,310.00	\$ 7,135.00
100-4081100-3190	PROFESSIONAL SERVICES	\$	5,000.00	\$ 5,000.00
100-4081100-3195	PREPAID APPLICATION FEES	\$	-	\$ -
100-4081100-3500	PRINTING	\$	100.00	\$ 200.00
100-4081100-5510	MILEAGE	\$	500.00	\$ 100.00
100-4081100-5540	TRAINING	\$	500.00	\$ 500.00
100-4081100-5810	DUES	\$	500.00	\$ 500.00
100-4081100-6001	OFFICE EQUIPMENT	\$	100.00	\$ 100.00
100-4081100-6012	PUBLICATIONS	\$	-	\$ 100.00
	TOTAL PLANNING	\$	95,510.00	\$ 106,905.00
	BOARD OF ZONING APPEALS			
100-4081400-1110	EXPENSE COMPENSATION	\$	500.00	\$ 500.00
100-4081400-5540	TRAINING	\$	500.00	\$ 500.00
	TOTAL BOARD OF ZONING APPEALS	\$	1,000.00	\$ 1,000.00
	ECONOMIC DEVELOPMENT			
100-4081500-3400	WEB SITE REDESIGN	\$	-	\$ -
100-4081500-3450	SE COLLECTOR EVALUATION	\$	25,000.00	\$ -
100-4081500-3650	MARKETING & BRANDING	\$	15,000.00	\$ -
100-4081500-5693	ARTS FUNDING MATCH	\$	4,000.00	\$ 4,500.00
100-4081500-5694	ECODEV/CC ANNUAL CONTRIBUTION	\$	5,000.00	\$ -
100-4081500-5695	TOWN/COUNTY ECONOMIC DEV	\$	-	\$ 17,500.00
100-4081500-5696	ECONOMIC DEVELOPMENT RESERVE	\$	2,500.00	\$ -
100-4081500-5698	GRANT AND MATCHING FUNDS	\$	-	\$ -
100-4081500-5699	DBI/ECO DEV PROF SERVICES	\$	20,000.00	\$ 4,000.00
100-4081500-5700	ANNEXATION AREA PROF SERVICES	\$	-	\$ 25,000.00
	TOTAL ECONOMIC DEVELOPMENT	\$	71,500.00	\$ 51,000.00
	PLANNING COMMISSION			
100-4081600-1111	EXPENSE COMPENSATION	\$	5,000.00	\$ 5,000.00
100-4081600-5540	TRAINING	\$	1,000.00	\$ 1,000.00
100-4081600-5810	DUES	\$	250.00	\$ 250.00
	TOTAL PLANNING COMMISSION	\$	6,250.00	\$ 6,250.00
	B'VILLE AREA DEV AUTHORITY			
100-4081700-1111	EXPENSE COMPENSATION	\$	2,500.00	\$ 2,500.00
100-4081700-1111	MATCHING FICA EXPENSE (7.65 %)	\$	-	\$ -
100-4081700-5540	TRAINING	\$	250.00	\$ 250.00
100-4081700-5810	DUES	\$	125.00	\$ 125.00
	TOTAL B'VILLE AREA DEV AUTHORITY	\$	2,875.00	\$ 2,875.00

	ARCHITECTURAL REVIEW BOARD			
100-4081800-5540	TRAINING	\$	500.00	\$ 500.00
	TOTAL ARCHITECTURAL REVIEW BD	\$	500.00	\$ 500.00
	TREE BOARD			
100-4081900-5800	MISCELLANEOUS	\$	150.00	\$ 500.00
	TOTAL TREE BOARD	\$	150.00	\$ 500.00
	CAPITAL OUTLAY			
100-4094200-8207	SOFTWARE UPGRADES	\$	-	\$ -
100-4094200-8225	COMPUTER REPLACEMENT	\$	7,500.00	\$ 7,500.00
100-4094200-8230	REPAIRS TO 23 E MAIN-LS RESERVE	\$	73,265.00	\$ 44,235.00
100-4094200-8231	PATROL VEHICLE	\$	52,600.00	\$ 52,600.00
100-4094200-8338	ONE TON DUMP	\$	-	\$ -
100-4094200-8340	MOWER	\$	12,500.00	\$ -
100-4094200-8411	CAPITAL RESERVE	\$	-	\$ -
100-4094200-8603	PD SERVER REPLACEMENT RESERVE	\$	-	\$ 6,000.00
100-4094200-8702	WAYFINDING SIGNS RESERVE	\$	5,000.00	\$ 5,000.00
100-4094200-8803	PUBLIC WORKS IMPROVEMENTS	\$	-	\$ -
100-4094200-8910	PD BODY CAMERA REPLACEMENTS	\$	-	\$ -
100-4094200-8911	VIRGINIA AVENUE PER	\$	10,000.00	\$ 55,000.00
100-4094200-8912	POLICE MDT REPLACEMENT	\$	-	\$ -
100-4094200-8913	POLICE AV EQUIPMENT	\$	-	\$ -
100-4094200-8914	RIXEY MOOR PLAYGROUND IMP	\$	60,000.00	\$ -
100-4094200-8915	HOGAN'S ALLEY IMPROVE RESERVE	\$	3,000.00	\$ 1,000.00
100-4094200-8919	STORM WATER MITIGATION	\$	-	\$ -
100-4094200-8950	FOUR WHEELER	\$	12,500.00	\$ -
100-4094200-8951	PD RADIO REPLACEMENT RESERVE	\$	20,000.00	\$ 20,000.00
100-4094200-8955	TOWN RUN PER	\$	42,000.00	\$ -
100-4094200-8956	ASHBY/ARCHER PER	\$	15,000.00	\$ -
100-4094200-8958	ENDERS PROFFER RESERVES	\$	150,000.00	\$ -
100-4094200-8959	HOLIDAY DECORATION REPLACEMENT	\$	-	\$ 10,000.00
	TOTAL CAPITAL OUTLAY	\$	463,365.00	\$ 201,335.00
	CONTINGENCY			
100-4094300-5800	CONTINGENCY (3.00%)	\$	100,335.00	\$ 110,300.00
	TOTAL CONTINGENCY	\$	100,335.00	\$ 110,300.00
	DEBT SERVICE			
100-4095000-9110	RDA PRINCIPAL	\$	39,152.00	\$ 40,988.00
100-4095000-9120	RDA INTEREST	\$	82,324.00	\$ 80,488.00
100-4095000-9130	RDA DEBT SER RESERVE	\$	-	\$ -
	TOTAL DEBT SERVICE	\$	121,476.00	\$ 121,476.00

TOTAL GENERAL FUND OPERATIONAL	\$	3,344,468.00	\$	3,540,309.00
TOTAL GENERAL FUND CONTINGENCY	\$	100,335.00	\$	110,300.00
TOTAL GENERAL FUND CAP OUTLAY	\$	463,365.00	\$	201,335.00
TOTAL GENERAL FUND DEBT SERVICE	\$	121,476.00	\$	121,476.00

TOTAL GENERAL FUND EXPENSES \$ 4,029,644.00 \$ 3,973,420.00

WATER FUND

PERSONNEL

501-4012220-1140	COMPENSATION	\$	49,100.00	\$	39,300.00
501-4012220-2100	MATCHING FICA EXPENSE (7.65 %)	\$	3,755.00	\$	3,010.00
501-4012220-2210	VRS	\$	27,150.00	\$	32,810.00
501-4012220-2220	VMLIP - STD	\$	145.00	\$	154.00
501-4012220-2230	VMLIP - LTD	\$	1,330.00	\$	1,415.00
501-4012220-2300	HEALTH INSURANCE	\$	45,505.00	\$	47,910.00
501-4012220-2400	LIFE INSURANCE	\$	3,220.00	\$	3,510.00
501-4012220-2600	UNEMPLOYMENT INSURANCE	\$	45.00	\$	46.00
501-4012220-2700	WORKER'S COMPENSATION	\$	4,850.00	\$	8,500.00
501-4012220-3170	MISS UTILITY	\$	2,000.00	\$	1,500.00
501-4012220-3320	HANDHELD MAINT	\$	2,310.00	\$	4,500.00
501-4012220-5210	POSTAGE	\$	2,750.00	\$	4,400.00
501-4012220-5540	TRAINING	\$	2,500.00	\$	2,500.00
501-4012220-6001	OFFICE SUPPLIES	\$	1,500.00	\$	500.00
	TOTAL PERSONNEL	\$	146,160.00	\$	150,055.00

	TREATMENT			
501-4012222-1147	COMPENSATION	\$	116,800.00	\$ 147,000.00
501-4012222-2100	MATCHING FICA EXPENSE (7.65 %)	\$	9,000.00	\$ 11,240.00
501-4012222-2830	CERTIFICATION FEES	\$	500.00	\$ 900.00
501-4012222-2840	STATE CONNECTION FEES	\$	5,200.00	\$ 5,400.00
501-4012222-2850	LAB TESTING	\$	8,500.00	\$ 8,500.00
501-4012222-3110	MEDICAL EXAMS	\$	200.00	\$ 200.00
501-4012222-3145	PROFESSIONAL SERVICES	\$	15,000.00	\$ 15,000.00
501-4012222-3146	UTILITY RATE STUDY	\$	-	\$ -
501-4012222-3210	SLUDGE REMOVAL	\$	20,000.00	\$ 30,000.00
501-4012222-3220	CLEAN RIVER INTAKE	\$	2,000.00	\$ 2,000.00
501-4012222-3310	REPAIR & MAINTENANCE	\$	56,000.00	\$ 60,000.00
501-4012222-3510	CONSUMER CONFIDENCE RPT	\$	500.00	\$ 500.00
501-4012222-5110	ELECTRICITY	\$	60,000.00	\$ 61,500.00
501-4012222-5120	PROPANE HEAT WTP	\$	3,500.00	\$ 3,500.00
501-4012222-5230	TELECOMMUNICATIONS	\$	2,750.00	\$ 3,800.00
501-4012222-5415	COPIER LEASE	\$	670.00	\$ 670.00
501-4012222-5540	TRAINING	\$	2,500.00	\$ 2,500.00
501-4012222-5690	DISCHARGE PERMIT RENEWAL	\$	650.00	\$ 650.00
501-4012222-5810	DUES	\$	1,100.00	\$ 1,100.00
501-4012222-6001	OFFICE SUPPLIES	\$	1,000.00	\$ 1,000.00
501-4012222-6004	LAB SUPPLIES	\$	4,500.00	\$ 4,500.00
501-4012222-6005	JANITORIAL SUPPLIES	\$	1,000.00	\$ 1,000.00
501-4012222-6008	GASOLINE & OIL	\$	6,200.00	\$ 6,200.00
501-4012222-6011	UNIFORMS	\$	1,300.00	\$ 1,000.00
501-4012222-6014	TOOLS	\$	500.00	\$ 500.00
501-4012222-6019	SAFETY EQUIPMENT	\$	2,000.00	\$ 2,000.00
501-4012222-6020	PERSONAL EQUIPMENT	\$	600.00	\$ 600.00
501-4012222-6025	CHEMICALS	\$	48,000.00	\$ 40,000.00
	TOTAL TREATMENT	\$	369,970.00	\$ 411,260.00
	DISTRIBUTION & MAINTENANCE			
501-4012224-1183	COMPENSATION	\$	97,600.00	\$ 139,250.00
501-4012224-2100	MATCHING FICA EXPENSE (7.65 %)	\$	7,500.00	\$ 10,650.00
501-4012224-3330	LINE REPAIR & MAINTENANCE	\$	50,000.00	\$ 50,000.00
501-4012224-6007	MATERIALS & SUPPLIES	\$	30,000.00	\$ 30,000.00
501-4012224-6019	SAFETY EQUIPMENT	\$	700.00	\$ 700.00
501-4012224-6030	NEW SERVICE SUPPLIES	\$	9,000.00	\$ 9,000.00
	TOTAL DISTRIBUTION & MAINT	\$	194,800.00	\$ 239,600.00

	CAPITAL OUTLAY			
501-4094200-8102	TANK REPAIR & MAINT	\$	85,000.00	\$ 85,000.00
501-4094200-8105	PICKUP (1/2)			\$ 15,000.00
501-4094200-8167	SCADA			
501-4094200-8211	CAPITAL RESERVES	\$	1,115.00	\$ 207,975.00
501-4094200-8340	MOWER (1/2)			
501-4094200-8345	PW ONE TON DUMP TRUCK			
501-4094200-8360	HANDHELD METER READER	\$	-	\$ 7,000.00
501-4094200-8361	WATER DIST SYSTEM UPGRADES	\$	90,000.00	\$ 115,000.00
501-4094200-8550	EQUIPMENT REPAIR RESERVE	\$	25,000.00	\$ 25,000.00
501-4094200-8605	WTP BUILDING MAINTENANCE			
501-4094200-8704	WATER FINISH PUMP REPLACEMENT			
501-4094200-8953	UTILITY PLANT GATES			
501-4094200-8954	STORAGE BUILDING	\$	4,500.00	\$ -
501-4094200-8957	WTP EVALUATION & REPAIRS	\$	175,000.00	\$ -
501-4094200-8958	WATER METER REPLACEMENT	\$	-	\$ 165,000.00
	TOTAL CAPITAL OUTLAY	\$	380,615.00	\$ 619,975.00
	CONTINGENCY			
501-4094300-5800	CONTINGENCY (3.00%)	\$	21,330.00	\$ 24,735.00
	TOTAL CONTINGENCY	\$	21,330.00	\$ 24,735.00
	TOTAL WATER FUND OPERATIONAL	\$	710,930.00	\$ 800,915.00
	TOTAL WATER FUND CONTINGENCY	\$	21,330.00	\$ 24,735.00
	TOTAL WATER FUND CAP OUTLAY	\$	380,615.00	\$ 619,975.00
	TOTAL WATER FUND EXPENSES	\$	1,112,875.00	\$ 1,445,625.00

SEWER FUND

PERSONNEL			
502-4012220-1114	COMPENSATION	\$ 49,100.00	\$ 39,300.00
502-4012220-2100	MATCHING FICA EXPENSE (7.65 %)	\$ 3,755.00	\$ 3,010.00
502-4012220-2210	VRS	\$ 42,835.00	\$ 51,785.00
502-4012220-2220	VMLIP - STD	\$ 225.00	\$ 243.00
502-4012220-2230	VMLIP - LTD	\$ 2,100.00	\$ 2,236.00
502-4012220-2300	HEALTH INSURANCE	\$ 71,850.00	\$ 75,608.00
502-4012220-2400	LIFE INSURANCE	\$ 5,080.00	\$ 5,545.00
502-4012220-2600	UNEMPLOYMENT INSURANCE	\$ 70.00	\$ 71.00
502-4012220-2700	WORKER'S COMPENSATION	\$ 6,400.00	\$ 13,500.00
502-4012220-3320	HANDHELD MAINT	\$ 2,310.00	\$ 2,800.00
502-4012220-5210	POSTAGE	\$ 7,500.00	\$ 7,500.00
502-4012220-6001	OFFICE SUPPLIES	\$ 1,000.00	\$ 1,000.00
	TOTAL PERSONNEL	\$ 192,225.00	\$ 202,598.00
TREATMENT			
502-4012222-1147	COMPENSATION	\$ 267,140.00	\$ 323,200.00
502-4012222-2100	MATCHING FICA EXPENSE (7.65 %)	\$ 20,600.00	\$ 24,725.00
502-4012222-2830	CERTIFICATION FEES	\$ 900.00	\$ 500.00
502-4012222-2850	LAB TESTING	\$ 25,000.00	\$ 36,000.00
502-4012222-3145	PROFESSIONAL SERVICES	\$ 15,000.00	\$ 18,000.00
502-4012222-3146	UTILITY RATE STUDY	\$ -	\$ -
502-4012222-3210	LANDFILL-SOLIDS DISPOSAL	\$ 47,000.00	\$ 48,000.00
502-4012222-3310	REPAIR & MAINTENANCE	\$ 105,000.00	\$ 110,000.00
502-4012222-5110	ELECTRICITY	\$ 167,000.00	\$ 135,000.00
502-4012222-5230	TELECOMMUNICATIONS	\$ 5,300.00	\$ 6,000.00
502-4012222-5415	COPIER LEASE	\$ 3,330.00	\$ 3,900.00
502-4012222-5540	TRAINING	\$ 3,000.00	\$ 3,000.00
502-4012222-5690	Discharge Permit Renewal	\$ 3,000.00	\$ 3,000.00
502-4012222-5810	DUES	\$ 500.00	\$ 500.00
502-4012222-6001	OFFICE SUPPLIES	\$ 1,000.00	\$ 1,000.00
502-4012222-6004	LAB SUPPLIES	\$ 5,200.00	\$ 5,400.00
502-4012222-6005	JANITORIAL SUPPLIES	\$ 1,000.00	\$ 1,200.00
502-4012222-6008	GASOLINE & DIESEL FUEL	\$ 8,000.00	\$ 9,000.00
502-4012222-6011	UNIFORMS	\$ 1,300.00	\$ 1,000.00
502-4012222-6014	TOOLS	\$ 1,500.00	\$ 1,500.00
502-4012222-6019	SAFETY EQUIPMENT	\$ 2,000.00	\$ 2,000.00
502-4012222-6020	PERSONAL EQUIPMENT	\$ 800.00	\$ 800.00
502-4012222-6025	CHEMICALS	\$ 90,000.00	\$ 90,000.00
	TOTAL TREATMENT	\$ 773,570.00	\$ 823,725.00

	DISTRIBUTION & MAINTENANCE			
502-4012224-1183	COMPENSATION	\$	98,000.00	\$ 139,250.00
502-4012224-2100	MATCHING FICA EXPENSE (7.65 %)	\$	7,475.00	\$ 10,650.00
502-4012224-3310	EQUIPMENT MAINTENANCE	\$	5,000.00	\$ 5,000.00
502-4012224-3330	REPAIR & MAINTENANCE	\$	10,000.00	\$ 10,000.00
502-4012224-6007	MATERIALS & SUPPLIES	\$	2,500.00	\$ 2,500.00
502-4012224-6019	SAFETY EQUIPMENT	\$	500.00	\$ -
502-4012224-6030	NEW SERVICE SUPPLIES	\$	-	\$ -
	TOTAL DISTRIBUTION & MAINT	\$	123,475.00	\$ 167,400.00
	CAPITAL PROJECTS			
	TOTAL CAPITAL PROJECTS	\$	-	\$ -
	CAPITAL OUTLAY			
502-4094200-8105	PICKUP (1/2)			\$ 15,000.00
502-4094200-8110	WWTP UPGRADES			
502-4094200-8123	SCADA			
502-4094200-8134	Sewer Collection Sys Rehab	\$	115,000.00	\$ 115,000.00
502-4094200-8340	MOWER (1/2)			
502-4094200-8345	PW ONE TON DUMP TRUCK			
502-4094200-8360	HANDHELD METER READER	\$	-	\$ 7,000.00
502-4094200-8411	CAPITAL RESERVES	\$	-	\$ 243,197.00
502-4094200-8540	MEMBRANE REPLACEMENT RESERVE	\$	10,000.00	\$ 10,000.00
502-4094200-8545	MEMBRANE PRE-PURCHASE	\$	90,000.00	\$ 90,000.00
502-4094200-8550	EQUIPMENT REPAIR RESERVE	\$	25,000.00	\$ 25,000.00
502-4094200-8602	3/4 TON PICKUP (1/2 VDOT)			
502-4094200-8604	STORM SEWER CAMERA (1/2 VDOT)			
502-4094200-8908	WWTP COMPUTER UPGRADES			
502-4094200-8952	COMMUNICATION NET FOR UTILITIES			
502-4094200-8953	UTILITY PLANT GATES			
502-4094200-8954	INVENTORY LOCKUP FENCING	\$	3,000.00	\$ -
502-4094200-8955	WWTP BUILDING REPAIR/JOINT RESERVE	\$	-	\$ 7,000.00
	TOTAL CAPITAL OUTLAY	\$	243,000.00	\$ 512,197.00
	CONTINGENCY			
502-4094300-5800	CONTINGENCY (3.00%)	\$	32,230.00	\$ 36,580.00
	TOTAL CONTINGENCY	\$	32,230.00	\$ 36,580.00
	DEBT SERVICE			
502-4095000-9118	VRA PRINCIPAL	\$	470,000.00	\$ 470,000.00
	TOTAL DEBT SERVICE	\$	470,000.00	\$ 470,000.00

TOTAL SEWER FUND OPERATIONAL	\$	1,089,270.00	\$	1,193,723.00
TOTAL SEWER FUND CONTINGENCY	\$	32,230.00	\$	36,580.00
TOTAL SEWER FUND CAP OUTLAY	\$	243,000.00	\$	512,197.00
TOTAL SEWER FUND DEBT SERVICE	\$	470,000.00	\$	470,000.00

TOTAL SEWER FUND EXPENSES	\$	1,834,500.00	\$	2,212,500.00
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TOTAL EXPENSES ALL FUNDS	\$	6,977,019.00	\$	7,631,545.00
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**Berryville Town Council Item Report Summary
April 14, 2020**

Item Title

Consent Agenda - Approval of Minutes

Prepared By

Background/History/General Information

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

1. Consent Agenda 04.14.2020

Recommendation

Sample Motion

BERRYVILLE TOWN COUNCIL BUDGET AND FINANCE COMMITTEE
Berryville-Clarke County Government Center
MINUTES
March 5, 2020

A budget work session of the Berryville Town Council Budget and Finance Committee was held on Thursday, March 5 at 9:00 a.m. in the Berryville-Clarke County Government Center located at 101 Chalmers Court in Berryville, Virginia.

Attendance: Members of the Committee present: Erecka Gibson, Chair; Mayor Pat Dickinson; Kara Rodriguez

Staff present: Keith Dalton, Town Manager; Greg Jacobs, Treasurer/Assistant Town Manager; Paul Culp, Town Clerk; Neal White, Chief of Police

Press present: None

1. Call to Order

Chair Gibson called the meeting to order at 9:03 a.m.

2. Approval of Agenda

Mayor Dickinson moved to approve the agenda as presented, seconded by Ms. Rodriguez. The motion was approved by consensus.

3. Unfinished Business

There was no unfinished business.

4. New Business

Discussion: Fiscal Year 2020 Draft Budget

Mr. Jacobs directed the committee's attention to the draft budget he and Mr. Dalton had prepared. He explained that the real estate tax projection assumes a rate of 17.74%, reduced from 20% because of an increase in assessment by the County, the reduction being necessary to maintain a revenue-neutral position and avert a tax increase of more than 1%. He said the draft budget does not provide for the anticipated hiring of a deputy town manager and an additional police officer.

Mr. Dalton said the Town needs to add an employee in the public works department and another in the water treatment plant, and that he had tried to allocate funds for a new police sergeant but had been unable to do so. He said the hiring of a police officer should take precedence over the hiring of a

deputy town manager if funding can be found. He said a balanced budget with no advertised tax increase is important.

Mr. Jacobs explained revenue obtained via real estate taxes.

There was a discussion of the proposed 4% cost-of-living increase for employee salaries. Mr. Dalton said the Town's low turnover rate is a credit to its employees and that the Town should be realistic about the fact that the current job market is favorable for job-seekers.

There was a discussion of blight abatement.

Mr. Jacobs and Mr. Dalton explained the general fund and reserve.

Mayor Dickinson asked whether the two new water/sewer positions had been anticipated when the Council voted to increase rates last fall. Mr. Dalton said yes. Chair Gibson said the new salaries could be considered an administrative expense and as such had been factored in.

There was a discussion of projected revenue from local taxes, fines, interest on deposits, land use application fees, sale of surplus, and Commonwealth sources.

Mayor Dickinson suggested that the Town might in future years consider relying more on a consumer utility tax and less on a personal property tax.

There was a discussion of the water fund, particularly aspects related to the water/sewer rate increase.

There was a discussion of whether to retain "local contributions" in the Town Council general fund. The committee decided to include such contributions in the miscellaneous category.

There was a discussion of the reduction in funding allocated for the compensation for several particular staff positions. Messrs. Jacobs and Dalton said this was possible because less overtime was expected.

There was a discussion of increases in workman's compensation.

There was a discussion of blanket excess liability.

There was a discussion of expenses associated with social media and maintenance contracts for information technology.

There was a discussion of the increased allocation for police training. Chief White said much of this would be for tuition reimbursement for higher degrees.

There was a discussion of the contribution, with the County, to the central alarm.

There was a discussion of expenses associated with elections.

There was a discussion of the increased allocation for training for public works personnel. Mr. Dalton said this is largely due to the need for new training in traffic control.

There was a discussion of public works expenses associated with equipment, specifically rehabilitation of a dump truck.

There was a discussion of equipment purchases for VDOT street maintenance. Mr. Dalton said the funds would be reimbursed by VDOT.

There was a discussion of increased compensation associated with highways, streets, bridges, and sidewalks. Mr. Dalton said this reflected increased overtime.

There was a discussion of expenses related to maintenance of Rose Hill Park. Mr. Dalton noted that improvements to the basketball court and repairs to the gazebo are needed. Mr. Dalton and Chair Gibson discussed the condition of walkways and how to promote greater safety and surface uniformity.

Ms. Rodriguez asked for clarification about planning for refuse disposal services, with the request for proposal for a new contract still outstanding. Mr. Jacobs said precision had been somewhat compromised by uncertainty about certain specifics of the services desired. Mr. Dalton said the budget reflects the possibility of a rate increase from what the Town currently pays.

There was a discussion of the budgetary provisions for economic development and how they relate to the goals agreed upon by the Council. Mr. Dalton noted the Town's preference for continuing to expand the annexation area.

There was a discussion of allocations for assorted activities related to the development of the downtown area. Mayor Dickinson and Mr. Dalton discussed the relative merits of the Town's participation in such activities in the past. Mr. Dalton cited particular instances of the Town benefiting. Mayor Dickinson said that a well-defined project is more likely to benefit the Town than is the case when funds are allocated without being specific to any particular endeavor.

There was a discussion of the Town's economic development efforts in association with the County. Ms. Rodriguez noted the importance of spelling out carefully the responsibilities and activities of the new economic development director. She also said the County should assign a high priority to development in Berryville, as this would benefit the entire County.

There was a discussion of whether the Town's coordination with the County in economic development could be renewed annually. Mayor Dickinson and Mr. Dalton said a long-term commitment is necessary.

There was a discussion of the arts funding match.

There was a discussion of branding and marketing. Mr. Dalton said the draft budget allocates nothing for branding and marketing because the Town does not yet know enough about what will be involved in the activities Council has been discussing.

There was a discussion of costs associated with website redesign and wayfinding signs.

There was a discussion of increased allocations for training for the Berryville Area Development Authority and the Architectural Review Board.

There was a discussion of repairs to the Livery Stable.

There was a discussion of the need to replace the server in the police department.

There was a discussion of the preliminary engineering reports for the Town Run and Virginia Avenue. Mr. Dalton said the Council would determine funding for stormwater abatement projects as the situation becomes clearer. Mayor Dickinson said something must be done about Jackson Pond and Dorsey and Treadwell streets. She said \$50,000 should be made available for stormwater abatement. There was a discussion of setting funds aside annually for this. Mr. Dalton said a revenue source must be established. Chair Gibson said Council should increase reserves. Mayor Dickinson said the matter should be cited specifically under capital outlay.

There was a discussion of increased funding for sludge removal.

Mr. Dalton noted that the hand-held meter-reader must be replaced. Mayor Dickinson asked why the budget did not include meter replacement. Mr. Dalton said the Town would reduce the amount going into capital reserves.

Ms. Rodriguez asked how the decision not to hire a deputy town manager affected planning. Mr. Dalton said it would affect the manner in which the proposed compensation study is carried out. There was a discussion of how to carry out the study. Mayor Dickinson reiterated her suggestion from previous meetings that the study be conducted by a student or students from Shenandoah University or the University of Virginia.

5. Other

There was no other business.

6. Closed Session

There was no closed session.

7. Adjourn

Chair Gibson invited a motion to adjourn. Ms. Rodríguez so moved, seconded by Mayor Dickinson, with the meeting adjourning by consensus at 11:48 a.m.

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Regular Meeting
March 10, 2020
7:30 p.m.

Town Council: Present--Patricia Dickinson, Mayor; Harry Lee Arnold, Jr., Recorder; Donna Marie McDonald; Diane Harrison; Erecka Gibson; Kara Rodriguez

Staff: Present--Keith Dalton, Town Manager; Greg Jacobs, Assistant Town Manager/Treasurer; Christy Dunkle, Assistant Town Manager/Planner; Paul Culp, Town Clerk; Chief Neal White, Berryville Police Department

Press: Mickey Powell, *The Winchester Star*

1. Call to Order

Mayor Dickinson called the meeting to order at 7:30 p.m.

2. Pledge of Allegiance

3. Approval of Agenda

Ms. Harrison moved to approve the agenda, seconded by Ms. Gibson. The motion passed by unanimous voice vote.

4. Presentations, Awards, and Recognitions

None.

5. Public Hearings

No public hearings were scheduled.

6. Discussion of Public Hearing Items

There being no public hearing, no discussion occurred.

7. Citizens' Forum

Peter Lawrence summarized Dunlap Drive residents' opposition to a proposed change of the name of that street. He thanked Mr. Dalton for a recent meeting with concerned residents, and distributed to Council a drawing depicting arrangements he said seemed most sensible. He asked staff and Council to consider the financial and logistical challenges residents would face if required to change their addresses.

8. Consent Agenda

The consent agenda comprised the minutes of the February 11 regular session of the Town Council and the minutes of the February 26 special meeting of the Town Council.

Ms. Gibson moved that the Council of the Town of Berryville approve the consent agenda as presented. Ms. Harrison seconded the motion.

Roll call vote as follows:

McDonald: Aye

Harrison: Aye

Gibson: Aye

Rodriguez: Aye

Arnold: Aye

Dickinson: Aye

The motion passed.

9. Unfinished Business

There was no unfinished business.

10. New Business

There was no new business.

11. Council Member Reports

Ward 1:

Ms. McDonald said residents had shared concerns about inconveniences associated with new economic development, primarily runoff; lighting in the eastern areas of town; and the need for more police officers.

Ward 2

Ms. Harrison had nothing to report.

Ward 3

Ms. Gibson had nothing to report.

Ward 4

Ms. Rodriguez had nothing to report.

Recorder

Recorder Arnold had nothing to report.

Mayor

Mayor Dickinson noted the recent outbreak of the coronavirus and urged citizens to take precautions. She also noted the upcoming census, which she said will proceed via new methods.

Mr. Dalton said the mayor had requested that he provide a coronavirus update, and she asked that he proceed. He said he receives updates from the Virginia Municipal League and the Virginia Department of Emergency Management, and that the Health Department will lead local efforts. He said risk-management discussions were occurring with Town employees, especially utilities and police personnel, and that the Town would make every effort not to suspend any services. He noted that state law provides for remote participation in meetings by Council members and for remote observation of meetings by members of the public, and said the Town had begun discussing technological capabilities with the County. He urged everyone to heed actual experts rather than pseudo-experts in the media, and said the Town website would carry updates as needed.

12. Staff Reports

Public Works

Mr. Dalton said that the mildness of the winter meant that more funds would be available for street work in the spring. He said he and public works director Rick Boor were establishing paving priorities, that the Streets and Utilities Committee would be considering the matter, and that a request for proposal would be ready for Council's deliberation in April.

Public Utilities

Nothing was added to the written report submitted to Council.

Police Department

Chief White had nothing to add to his written report.

Community Development

Ms. Dunkle said utilities and planning staff had been working with Richmond American Homes on an easement for the sanitary sewer pump station in the Berryville Glen subdivision and that staff recommended release of the bond.

Ms. Gibson moved that the Council of the Town of Berryville approve the release of the remaining bond totaling \$76,452.00 for the Berryville Glen subdivision. Ms. Rodriguez seconded.

Roll call vote as follows:

McDonald: Aye

Harrison: Aye

Gibson: Aye

Rodriguez: Aye

Arnold: Aye

Dickinson: Aye

The motion passed.

Ms. Dunkle said the Berryville Area Development Authority had met on February 26 and approved a site plan amendment for Cochran's Lumber. She said the Tree Board would next meet on April 1 and would receive its Tree Cities USA designation on May 2, and that the Board of Zoning Appeals had not met since the last Council meeting.

Ms. Dunkle advised Council of the status of progress on Robert Regan Village, Shenandoah Crossing subdivision, and Fellowship Square subdivision.

Mr. Dalton said the Town had received citizen complaints about mud on West Fairfax Street during the early phase of Shenandoah Crossing and Fellowship Square construction, and that Ms. Dunkle and the Public Works Department and the developer had worked quickly to provide corrective measures.

Ms. Dunkle said redesign efforts for Hermitage V were underway. Mr. Dalton directed Council's attention to documents depicting various scenarios. He said staff could proceed after being advised

of what Council needs in order to have a public input session and make a determination of what approach to take.

Ms. Dunkle directed Council's attention to the portion of the agenda packet providing results of the Town's street light pilot program survey. She noted that the Streets and Utilities Committee would be following up on it.

Ms. Dunkle said she understood Council to have determined that the Barns of Rose Hill should be the recipient of this year's Virginia Commission for the Arts Creative Communities Partnership Grant, which is for \$4,500 and requires a match from the respective locality. Mr. Dalton and Mayor Dickinson noted that the Barns of Rose Hill had been the only entity expressing interest.

Ms. Harrison moved that the Council of the Town of Berryville authorize the Town Manager to sign and submit the application for the Virginia Commission for the Arts Creative Communities Partnership Grant identifying the Barns of Rose Hill as the recipient of the grant funds. Ms. Rodriguez seconded.

Roll call vote as follows:

McDonald: Aye

Harrison: Aye

Gibson: Aye

Rodriguez: Aye

Arnold: Aye

Dickinson: Aye

The motion passed.

Administration/Finance

Mr. Jacobs said the Town would be conducting a tax auction on March 26 for a property that was in arrears on taxes. He informed Council that the requests for proposal for refuse/recycling and branding/marketing were in progress and that RFPs for auditing and paving would soon be needed. He said his department is progressing with online bill payment procedures and business licenses and that the public response to the option of ACH payments had been encouraging.

Mr. Dalton said Council should set funds aside for the livery stable and that he recommended expenditures on engineering.

Town Manager

Mr. Dalton informed Council of the desirability of an April public input session on options for addressing the Dunlap Drive matter. Ms. Dunkle explained that the findings of a public input session would be forwarded to the Berryville Area Development Authority and that she needed the recommendation of Council to take to the administrative bodies involved. Mr. Dalton noted that the developer and the Department of Environmental Quality would determine the ultimate outcome. After brief discussion, the consensus of Council was for a public input session in its April 14 regular meeting. Mayor Dickinson said the Town should be mindful of the need to communicate conscientiously with residents affected by the matter.

Mr. Dalton informed Council of complications that had arisen with regard to the RFP for refuse and recycling that had recently been placed before prospective contractors and discussed in a pre-bid meeting. He said its lack of specificity about the number of totes permissible at any given stop could prompt prospective contractors to submit high bids as a defense against the possibility of high operating costs resulting from an unregulated number of totes, with the result that all citizens would face heavy costs regardless of the number of totes they use. He said the timetable is also unfavorable, as the span of time from the awarding of the contract to commencement of service under that contract would not be sufficient for the contractor to make necessary preparations.

Mr. Dalton recommended withdrawing the RFP and reissuing it after Council makes the decisions necessary to establish the desirable specificity about who receives service and how many totes are permitted. He said the current contractor is amenable to a six-month extension through the end of calendar year 2020. He said it would be desirable to reissue the RFP by May 1 and award the contract by July 31.

There was a discussion of potential complications arising from the current contract, if extended, expiring during the holiday season.

There was a discussion of the process Council would need to follow in addressing the matter. Ms. Rodriguez suggested another work session, with Mayor Dickinson and Mr. Dalton concurring. Mr. Dalton said citizen input is essential. There was a discussion of the timetable, with Mr. Dalton urging Council to act promptly.

Ms. McDonald said the issue is not what Council wants but what information the contractor needs. She recommended arriving at the necessary figures in the present meeting and proceeding without any further expenditure of time on the matter.

Ms. Gibson asked Mr. Dalton for clarification of some of the terminology in the documents he had submitted, and they discussed provisions for businesses and multi-family residences.

There was a discussion of how many totes to allow a business.

There was a discussion of recycling container limits and types.

Mayor Dickinson and Mr. Dalton enumerated the items needed for a motion.

Ms. McDonald asked for clarification about how the Town pays for refuse and recycling collection. Mr. Dalton enumerated the various taxes that serve as tributaries to the general fund, from which waste disposal services are funded.

Ms. McDonald moved that the Council of the Town of Berryville extend the current refuse contract by six months, to expire on December 31, 2020. Ms. Harrison seconded.

Roll call vote as follows:

**McDonald: Aye
Harrison: Aye
Gibson: Aye
Rodriguez: Aye
Arnold: Aye
Dickinson: Aye**

The motion passed.

Ms. Rodriguez moved that the Council of the Town of Berryville reconsider its action of February 11, 2020, and withdraw the issue of the RFP. Ms. McDonald seconded.

Roll call vote as follows:

**McDonald: Aye
Harrison: Aye
Gibson: Aye
Rodriguez: Aye
Arnold: Aye
Dickinson: Aye**

The motion passed.

The Council decided to have a work session on April 6 and a public input session in the April 14 Council meeting. Recorder Arnold suggested moving the start time up to 7:00 p.m., with Council concurring.

13. Committee Updates

Budget and Finance

Committee chair Gibson noted that the full Council would meet to discuss the budget in a work session the next day.

Community Development

Committee chair Rodriguez noted that the John Rixey Moore Playground would soon reopen, after being inspected, with a grand opening scheduled for May 2. The committee members agreed to meet on April 20 at 3:00 p.m.

Personnel, Appointments, and Policy

Recorder Arnold as committee chair had nothing to report.

Public Safety

Committee chair McDonald said the committee would next meet on March 23 at 1:00 p.m. Recorder Arnold complimented Chief White and the entire police department on the quality of the annual report submitted in the agenda packet. Ms. McDonald concurred.

Streets and Utilities

Committee chair Harrison said the committee would next meet on March 24 at 1:30 p.m.

Mr. Dalton said the Council would need to take action in April on an RFP for paving, and briefly described the type of work needed.

13. Other

No further business came before Council.

14. Closed Session

There was no closed session.

15. Adjourn

Mayor Dickinson requested a motion to adjourn.

Council member Harrison moved to adjourn, seconded by Council member Rodriguez. The motion passed by consensus at 9:03 p.m.

Harry Lee Arnold, Jr., Recorder

Paul Culp, Town Clerk

BERRYVILLE TOWN COUNCIL SIGN-UP SHEET

Citizens' Forum

Tuesday, March 10, 2020

7:30 p.m.

Name: _____ **Town of Berryville Resident?**

PETER LAWRENCE Yes No

_____ Yes No

_____ Yes No

_____ Yes No

_____ Yes No

_____ Yes No

_____ Yes No

_____ Yes No

_____ Yes No

_____ Yes No

_____ Yes No

_____ Yes No

_____ Yes No

_____ Yes No

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Work Session
March 11, 2020
9:00 a.m.

Town Council: Present--Patricia Dickinson, Mayor; Harry Lee Arnold, Jr., Recorder; Donna Marie McDonald; Diane Harrison; Erecka Gibson; Kara Rodriguez

Staff: Present--Keith Dalton, Town Manager; Greg Jacobs, Assistant Town Manager/Treasurer; Paul Culp, Town Clerk; Chief Neal White, Berryville Police Department

Press: Mickey Powell, *The Winchester Star*

1. Call to Order

Mayor Dickinson called the meeting to order at 9:03 a.m.

2. Approval of Agenda

Mayor Dickinson invited a motion to approve the agenda.

Ms. Rodriguez moved to approve the agenda, seconded by Ms. Harrison. The motion passed unanimously by consensus.

3. Unfinished Business

There was no unfinished business.

4. New Business

Discussion of Fiscal Year 2021 Budget

Mr. Dalton said the most important objectives for the work session were the determination of tax rates and the establishment of a date for a public hearing on them. He said Council should also discuss the livery stable and the anticipated water/sewer rate increases, Ms. Gibson having expressed concern about the latter in conversations with him. He said staff would also need to address budgetary complications that had arisen because of certain capital improvement projects (CIP) for utilities having been mislabeled.

There was a discussion of funds coming from the fund balance into the budget. Mr. Dalton said he had been working on a narrative for reserves reflecting activity and goals, with an eye to establishing a policy.

A. Page-by-Page Discussion of Draft Budget

Mayor Dickinson and Mr. Jacobs briefly discussed how a revenue-neutral real estate tax is calculated.

There was a discussion of the decrease in anticipated revenue from cigarette sales.

Chief White explained the decrease in the block grant for law enforcement.

Ms. Gibson asked about the increase in revenue from water/sewer availability fees. Mr. Dalton said the figure is based conservatively on developers' estimates of new closings.

There was a discussion of the large increase in the amount budgeted for workman's compensation. Mr. Jacobs explained that the Virginia Risk Sharing Association adjusts figures every three years and had told him that the Town's salary growth, in addition to a claim in 2017, accounted for the increase. He said he intended to discuss the matter further with VRSA.

Ms. Rodriguez asked how the decision not to hire a deputy town manager because of budget constraints would affect staff work load. Mr. Dalton said the load for the coming year would be acceptable but that the new position would be necessary in the future. He noted that the increase in workman's compensation accounted for much of the shortfall. The deputy town manager having been expected to concentrate heavily on human resources, Ms. Rodriguez asked whether it might be possible in future years to think in terms of hiring a human resources manager at lower cost. Mr. Dalton said this probably would not be feasible in the case of someone with the desired qualifications and that the administration would still need someone to tackle special projects and provide support to the town manager.

Mr. Jacobs explained the decrease in funds budgeted for the town manager's and treasurer's compensation, and the increase for postage. Ms. Rodriguez said she would like to see more paperless billing as an option when the Town's online payment system is better developed. Mr. Jacobs said ACH payment signups are progressing well. There was a discussion of how further development of online payment might proceed.

There was a discussion of the cost of social media archiving, which Council decided to retain. There was a discussion of the Town's social media activity in coordination with the County, and its relationship to joint economic development activity.

Mr. Dalton noted the increased estimate for auditing.

Ms. Rodriguez asked Chief White how his department would be affected by the Town's inability to budget for the hiring of a new officer as had been planned. Chief White said he had hoped to add a sergeant in order to foster continuity between shifts and reduce liability by having a supervisor on duty at all times. He said call volume had increased by 14 percent year-to-year and that new housing developments would bring an increase in traffic-related matters. In response to a question from the mayor, he clarified that the department did not need an additional vehicle.

There was a discussion of office supply expenditures for the police, which Chief White said would increase because of costs associated with video evidence.

Ms. Harrison asked why street light costs were expected to rise despite the use of new LED lights. Mr. Dalton explained that they use less electricity but otherwise provide little if any savings because of the per-unit purchase price. She asked what happens when a light winter leads to non-utilization of snow-removal funds. Mr. Dalton said the funds would go into the general fund reserve.

There was a discussion of materials and supplies associated with holiday decorations.

Ms. Harrison asked for a definition of annexation area professional services. Mr. Dalton said this item includes the transportation study for the southeast collector, which is part of a process involving other steps such as stormwater and water/sewer work. He said this is vital for expansion of the annexation area and business park, which is important for expansion of the tax base.

There was a discussion of the projected outlay for uniforms in the water and sewer fund.

B. Discussion of Capital Improvements Program Narrative

Mr. Dalton directed Council's attention to a report on capital improvements including computer replacement; stabilization of the livery stable; replacement of a dump truck, snow plow, and salt spreader; server replacement for the police department; holiday decorations; and upgrades to the water distribution system.

There was a discussion of the establishment of a reserve for improvements to Hogan's Alley.

There was a discussion of Virginia Avenue drainage, hammerhead, and pavement repairs.

There was a discussion of a new police patrol vehicle and police communications devices.

There was a discussion of the reserve for wayfinding signs, the purpose of such signs, and partnership with the County on capital projects.

There was a discussion of meter replacement and the purchase of a hand-held meter-reading device.

The Council recessed at 10:32 and reconvened at 10:46.

There was a discussion of storage tank repair for the utilities department and the relationship between the fund reserve and the budgeted amount.

Mr. Dalton noted the need for a new pickup truck for the Utilities Department; sewer collection system upgrades; membrane replacement and building repairs for the wastewater treatment plant; and purchase of a meter-reading device.

Mayor Dickinson inquired regarding the absence from the narrative of an item specific to stormwater management, as the Town had spent a considerable sum on engineering studies. Ms. Harrison said the studies would not be complete until after FY2021. Mr. Dalton said he had assumed that Council would amend the budget when that becomes possible. Ms. Rodriguez recommended setting funds aside once a definite cost figure is available, possibly with the aid of outside financing. The mayor said a definite commitment is needed in order to avoid replicating past failures to act after funding studies. Ms. McDonald recommended waiting and seeing whether new developments help alleviate problems, noting that a lean budget does not permit action.

There was a discussion of stormwater problems in particular areas.

Discussion of capital improvements being concluded, Ms. Gibson initiated a discussion of the utility rate increase expected to occur in November. She said she had asked Mr. Jacobs to provide a schedule showing how rates would be affected by a \$10 yearly increase in the administrative fee, and what administrative fee amount would avert the need to raise rates. There was a discussion of various permutations involving different fee amounts. Mayor Dickinson said that persons using the least water would be most negatively affected by the structure proposed, while large users would benefit from a fixed administrative fee with no increase in the charge for usage. There was a discussion of multiple scenarios requiring clarification. Mr. Jacobs said he would perform new calculations.

Mr. Dalton noted the upcoming public hearing on tax rates, the proposed change being a reduction of the real estate tax rate from \$.20/100 of value to \$.1774/100 in order to remain revenue-neutral. Ms. Rodriguez said she was not optimistic about the economy and was comfortable with .1774 despite the leanness of the draft budget. Ms. Gibson said that the increase in utility rates and the likelihood of painful adjustments in refuse collection policy did not create a favorable climate for a tax increase. The consensus of Council was to remain revenue-neutral. Mayor Dickinson noted that the April 14 regular session of Council would include the public hearing and two public input sessions, and recommended an otherwise minimal agenda.

5. Other

No other business came before Council.

6. Closed Session

There was no closed session.

7. Adjourn

Mayor Dickinson requested a motion to adjourn.

Ms. McDonald moved to adjourn, seconded by Ms. Rodriguez. The motion passed by consensus at 11:27 a.m.

Harry Lee Arnold, Jr., Recorder

Paul Culp, Town Clerk

Berryville Town Council Item Report Summary
April 14, 2020

Item Title

Consent Agenda - Minutes of the 03.05.2020 Work Session of the Town Council Budget and Finance Committee
Minutes of the 03.10.2020 Regular Meeting of the Town Council
Minutes of the 03.11.2020 Work Session of the Town Council

Prepared By

Background/History/General Information

A consent agenda is a tool utilized by the Town Council for grouping routine business and reports into one agenda item.

Any Council member may, as a matter of privilege, remove an item from the consent agenda and have it replaced with another agenda item.

The consent agenda contains three items to be considered for approval:

Minutes of the 03.05.2020 Work Session of the Town Council Budget and Finance Committee
Minutes of the 03.10.2020 Regular Meeting of the Town Council
Minutes of the 03.11.2020 Work Session of the Town Council

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Timely approval of minutes is preferable, but no deadline for such approval exists.

Other Considerations

Attachments

Recommendation

Sample Motion

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

**Berryville Town Council Item Report Summary
April 14, 2020**

Item Title

Unfinished Business - Dunlap Drive Numbering/Name Change

Prepared By

Background/History/General Information

Letters from members of a concerned citizens' group are attached.

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

1. Hermitage V Addressing
2. Dunlap Letters

Recommendation

Sample Motion

Town Council Agenda Item Report Summary

April 14, 2020

Item Title

Hermitage V Addressing

Prepared By

Christy Dunkle

Background/History/General Information

Mr. Wilkins' engineer has submitted a proposed extension of Norris into the conservation area for an eventual four-way intersection to be created. Please note that the property to the east is not in Annexation Area B.

March 10, 2020 Staff Report

Residents of Dunlap Drive met with developer Richie Wilkins in February. Mr. Wilkins has agreed to modify the location of the right-of-way to create a future public road and four-way intersection at the southern intersection with Norris.

Findings/Current Activity

Staff contacted Clarke County Emergency Services Director Brian Lichty who indicated that address changes should occur at a clear intersection and not in the middle of a block, adding this would help limit confusion for emergency staff. Chief White has proposed signage locations for the final scenario which are included in this packet.

March 10, 2020 Staff Report

Staff has discussed the proposed change with Mr. Wilkins' engineer. The submittal will be reviewed for ordinance and stormwater regulation compliance.

Financial Considerations

Signage costs will be paid by the developer.

Schedule/Deadlines

Modifications to the final plat with the proposed intersection change have been sent to the Virginia Department of Environmental Quality for review and approval.

Other Considerations

N/A

Recommendation

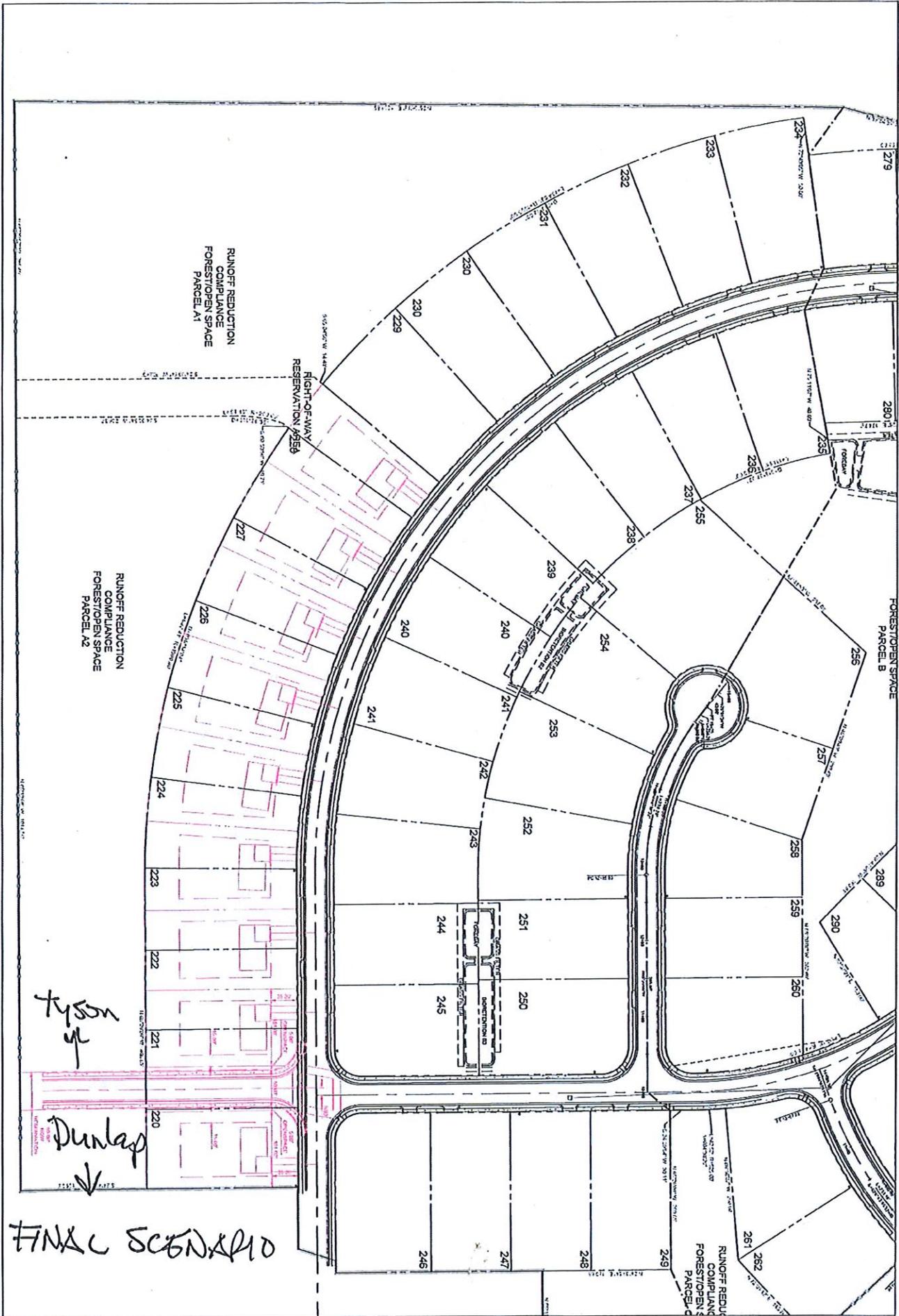
Approve final scenario as included in the packet.

Sample Motion:

I move that the Council of the Town of Berryville approve the final scenario as shown in the packet, creating the future extension of Norris and a four-way intersection.

Attachments:

- Final Scenario vicinity map
- Exhibit B-1
- Exhibit B-2
- Exhibit B-3
- Proposed signage location
- Proposed signage from MUTCD

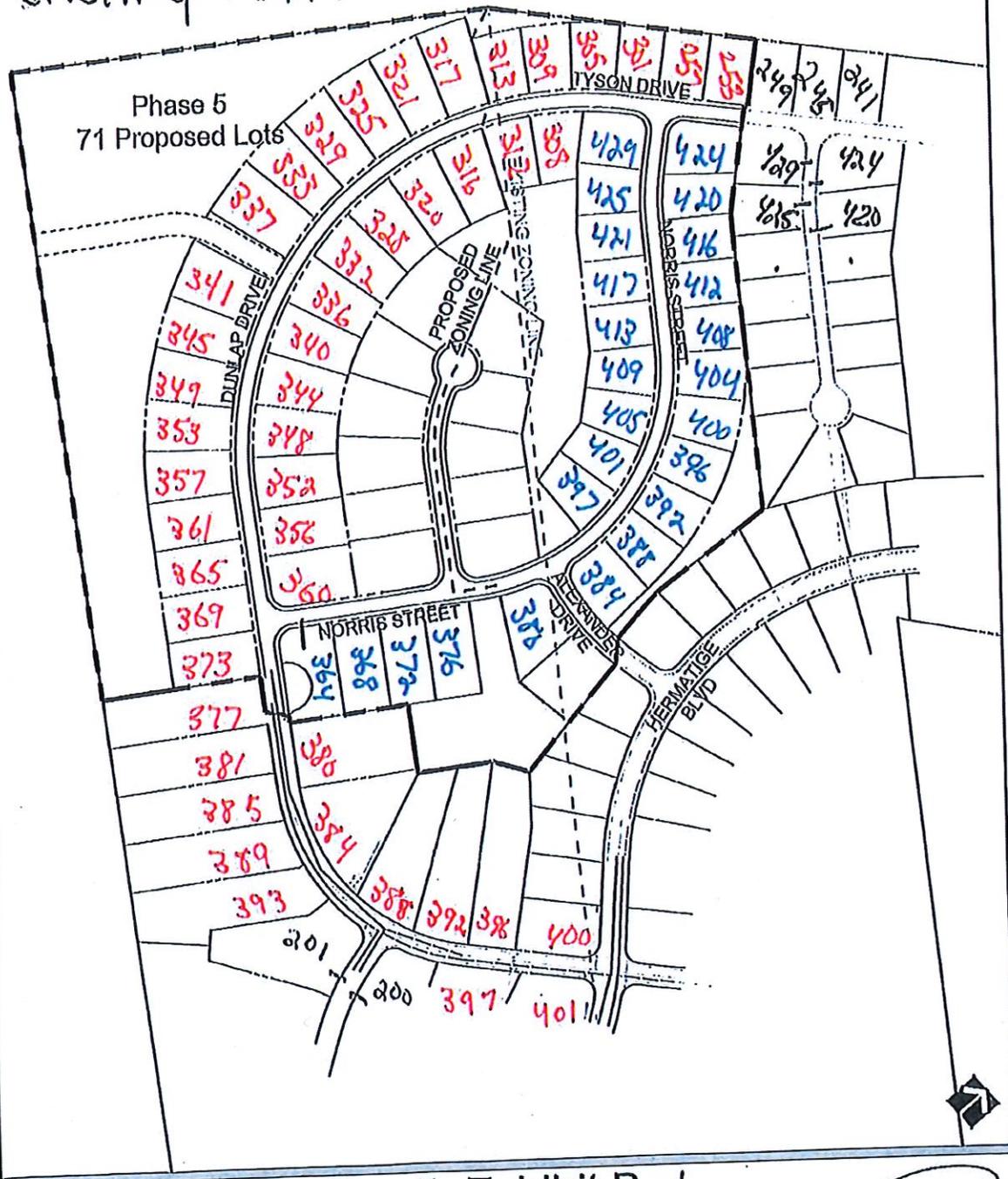


FINAL SCENARIO

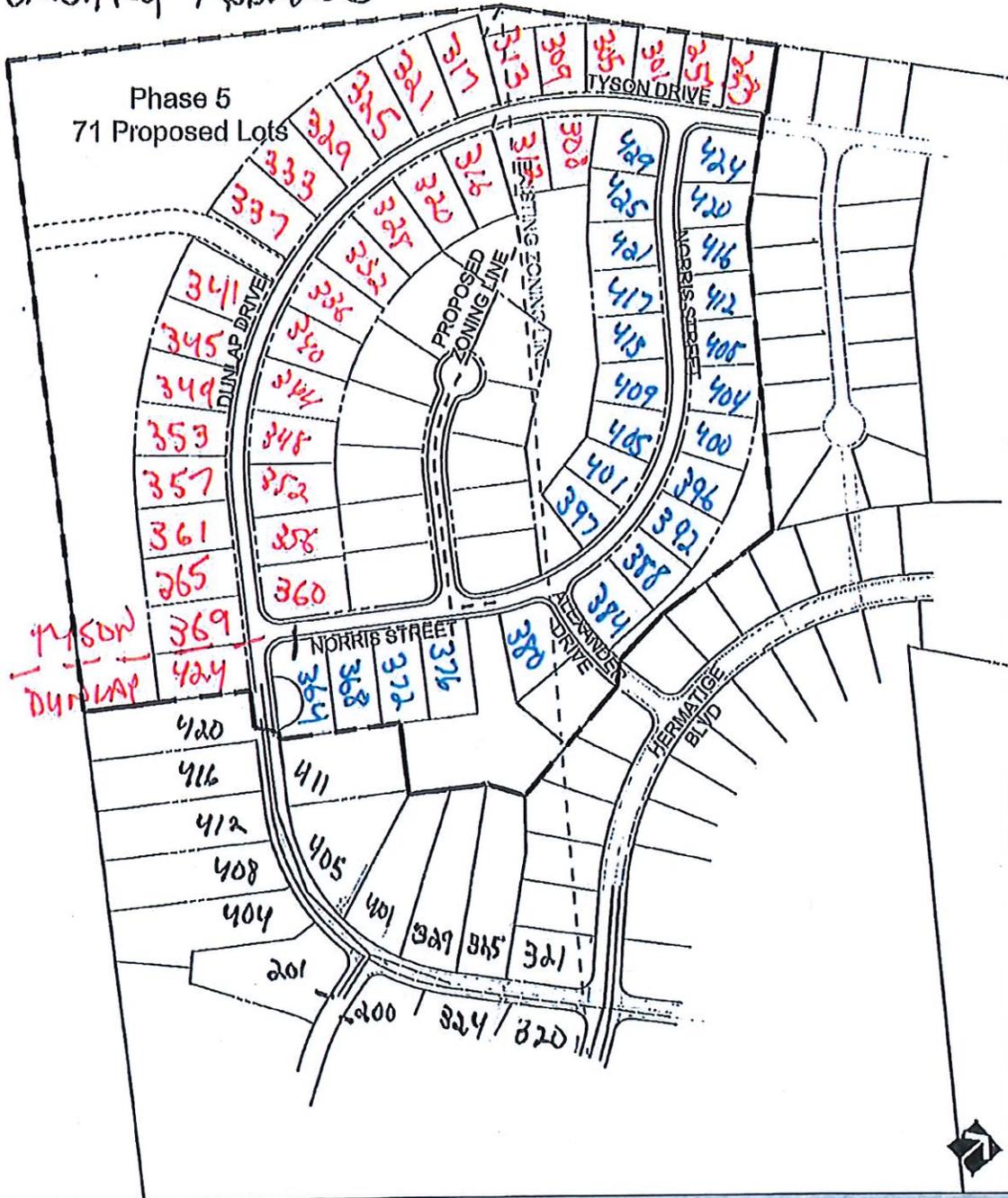
NEW ADDRESSES - ALL TYSON TO HERMITAGE

NEW ADDRESSES - NORRIS

EXISTING ADDRESSES



NEW ADDRESSES - DUNLAP TO NORRIS (1)
 TYSON TO NORRIS
 NEW ADDRESSES NORRIS
 EXISTING ADDRESSES

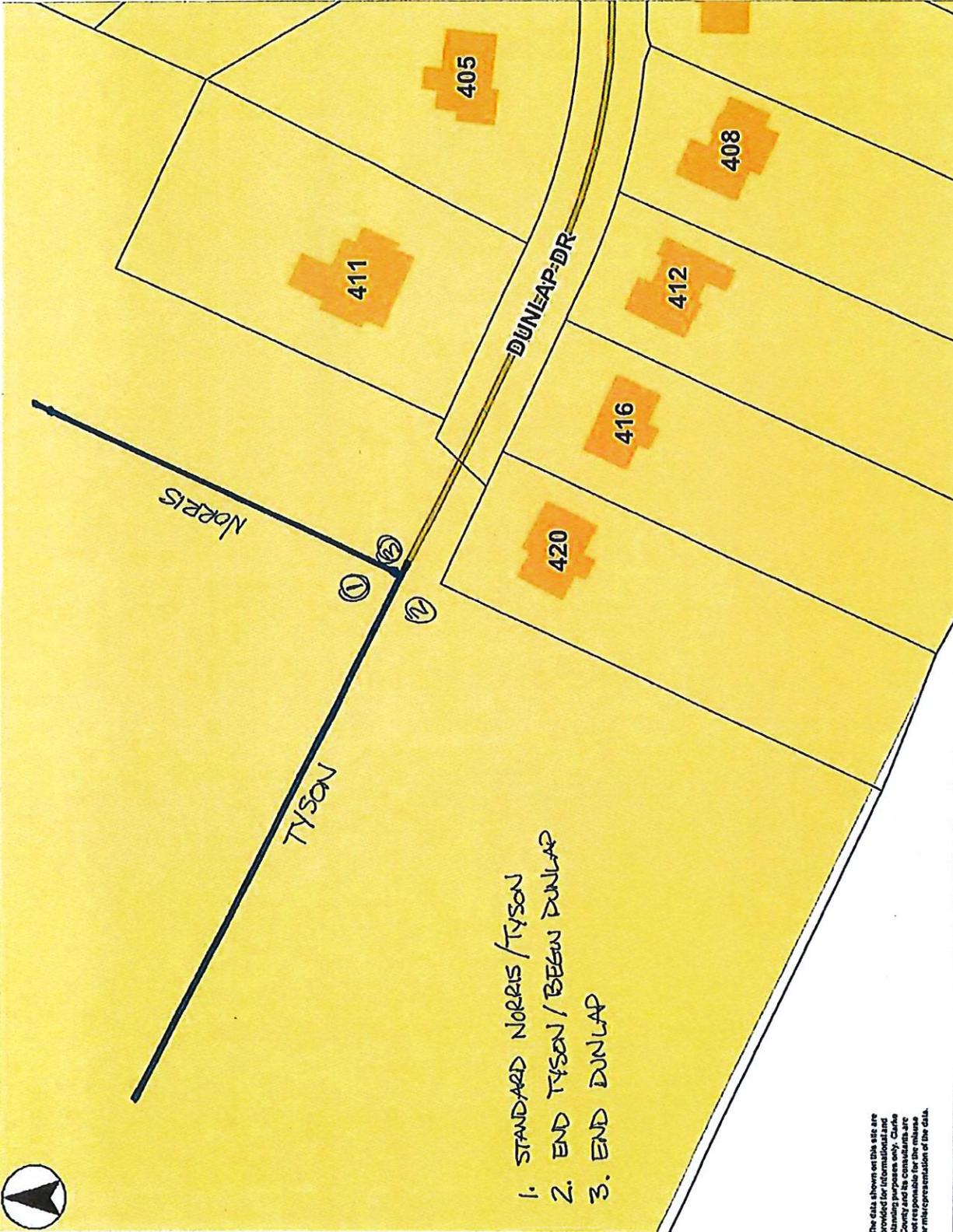


Hermitage Section 5, Exhibit B-2.
 proposed zoning line





- Public
- Points of Interest
- Parcels
- Towns
- Clarke County Boundary
- Major Roads
- Interstate
- US Highway
- State Road
- Surrounding Counties Ops
- Clarke County Roads
- Arts Roads
- Roads
- Rail
- Buildings
- Appalachian Trail
- Streams
- Perennial Streams
- Intermittent Streams
- Ponds
- Rivers



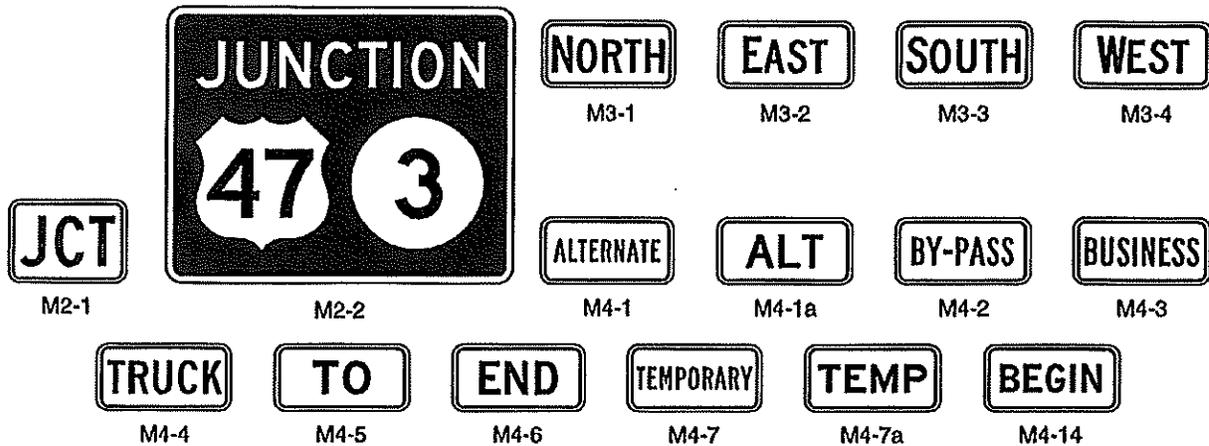
1. STANDARD NORRIS / TYSON
2. END TYSON / BEECH DUNLAP
3. END DUNLAP

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



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Figure 2D-4. Route Sign Auxiliaries

**Section 2D.14 Combination Junction Sign (M2-2)****Option:**

- 01 As an alternative to the standard Junction assembly where more than one route is to be intersected or joined, a rectangular guide sign may be used carrying the word JUNCTION above the route numbers.

Standard:

- 02 The Combination Junction (M2-2) sign (see Figure 2D-4) shall have a green background with white border and lettering for the word JUNCTION.

Guidance:

- 03 The Combination Junction sign should comply with the specific provisions of Section 2D.11 regarding the incorporation of the route signs as components of guide signs.
- 04 Although the size of the Combination Junction sign will depend on the number of routes involved, the numerals should be large enough for clear legibility and should be of a size comparable with those in the individual route signs.

Section 2D.15 Cardinal Direction Auxiliary Signs (M3-1 through M3-4)**Guidance:**

- 01 Cardinal Direction auxiliary signs (see Figure 2D-4) carrying the legend NORTH, EAST, SOUTH, or WEST should be used to indicate the general direction of the entire route.

Standard:

- 02 To improve the readability and recognition of the cardinal directions, the first letter of the cardinal direction words shall be ten percent larger, rounded up to the nearest whole number size.
- 03 If used, the Cardinal Direction auxiliary sign shall be mounted directly above a route sign or, if used, an auxiliary sign for an alternative route.

Section 2D.16 Auxiliary Signs for Alternative Routes (M4 Series)**Option:**

- 01 Auxiliary signs, carrying legends such as ALTERNATE, BY-PASS, BUSINESS, or TRUCK, may be used to indicate an alternate route of the same number between two points on that route.

Standard:

- 02 If used, the auxiliary signs for alternative routes shall be mounted directly above a route sign.

Section 2D.17 ALTERNATE Auxiliary Signs (M4-1, M4-1a)**Option:**

- 01 The ALTERNATE (M4-1) or the ALT (M4-1a) auxiliary sign (see Figure 2D-4) may be used to indicate an officially designated alternate routing of a numbered route between two points on that route.

Standard:

- 02 If used, the ALTERNATE or ALT auxiliary sign shall be mounted directly above a route sign.

Guidance:

- 03 *The shorter (time or distance) or better-constructed route should retain the regular route number, and the longer or worse-constructed route should be designated as the alternate route.*

Section 2D.18 BY-PASS Auxiliary Sign (M4-2)**Option:**

- 01 The BY-PASS (M4-2) auxiliary sign (see Figure 2D-4) may be used to designate a route that branches from the numbered route through a city, bypasses a part of the city or congested area, and rejoins the numbered route beyond the city.

Standard:

- 02 If used, the BY-PASS auxiliary sign shall be mounted directly above a route sign.

Section 2D.19 BUSINESS Auxiliary Sign (M4-3)**Option:**

- 01 The BUSINESS (M4-3) auxiliary sign (see Figure 2D-4) may be used to designate an alternate route that branches from a numbered route, passes through the business portion of a city, and rejoins the numbered route beyond that area.

Standard:

- 02 If used, the BUSINESS auxiliary sign shall be mounted directly above a route sign.

Section 2D.20 TRUCK Auxiliary Sign (M4-4)**Option:**

- 01 The TRUCK (M4-4) auxiliary sign (see Figure 2D-4) may be used to designate an alternate route that branches from a numbered route, when it is desirable to encourage or require commercial vehicles to use the alternate route.

Standard:

- 02 If used, the TRUCK auxiliary sign shall be mounted directly above a route sign.

Section 2D.21 TO Auxiliary Sign (M4-5)**Option:**

- 01 The TO (M4-5) auxiliary sign (see Figure 2D-4) may be used to provide directional guidance to a particular road facility from other highways in the vicinity (see Section 2D.35).

Standard:

- 02 If used, the TO auxiliary sign shall be mounted directly above a route sign or an auxiliary sign for an alternative route. If a Cardinal Direction auxiliary sign is also included in the assembly, the TO auxiliary sign shall be mounted directly above the Cardinal Direction auxiliary sign.

Section 2D.22 END Auxiliary Sign (M4-6)**Guidance:**

- 01 *The END (M4-6) auxiliary sign (see Figure 2D-4) should be used where the route being traveled ends, usually at a junction with another route.*

Standard:

- 02 If used, the END auxiliary sign shall be mounted either directly above a route sign or above a sign for an alternative route that is part of the designation of the route being terminated.

Section 2D.23 BEGIN Auxiliary Sign (M4-14)**Option:**

- 01 The BEGIN (M4-14) auxiliary sign (see Figure 2D-4) may be used where a route begins, usually at a junction with another route.

Standard:

- 02 If used, the BEGIN auxiliary sign shall be mounted at the top of the first Confirming assembly (see Section 2D.34) for the route that is beginning.

Guidance:

- 03 *If a BEGIN auxiliary sign is included in the first Confirming assembly, a Cardinal Direction auxiliary sign should also be included in the assembly.*

Standard:

- 04 If a Cardinal Direction auxiliary sign is also included in the assembly, the BEGIN auxiliary sign shall be mounted directly above the Cardinal Direction auxiliary sign.

Section 2D.24 TEMPORARY Auxiliary Signs (M4-7, M4-7a)

Option:

- 01 The TEMPORARY (M4-7) or the TEMP (M4-7a) auxiliary sign (see Figure 2D-4) may be used for an interim period to designate a section of highway that is not planned as a permanent part of a numbered route, but that connects completed portions of that route.

Standard:

- 02 If used, the TEMPORARY or TEMP auxiliary sign shall be mounted directly above the route sign, above a Cardinal Direction sign, or above a sign for an alternate route that is a part of the route designation.
- 03 TEMPORARY or TEMP auxiliary signs shall be promptly removed when the temporary route is abandoned.

Section 2D.25 Temporary Detour and Auxiliary Signs

Support:

- 01 Chapter 6F contains information regarding Temporary Detour and Auxiliary signs.

Section 2D.26 Advance Turn Arrow Auxiliary Signs (M5-1, M5-2, and M5-3)

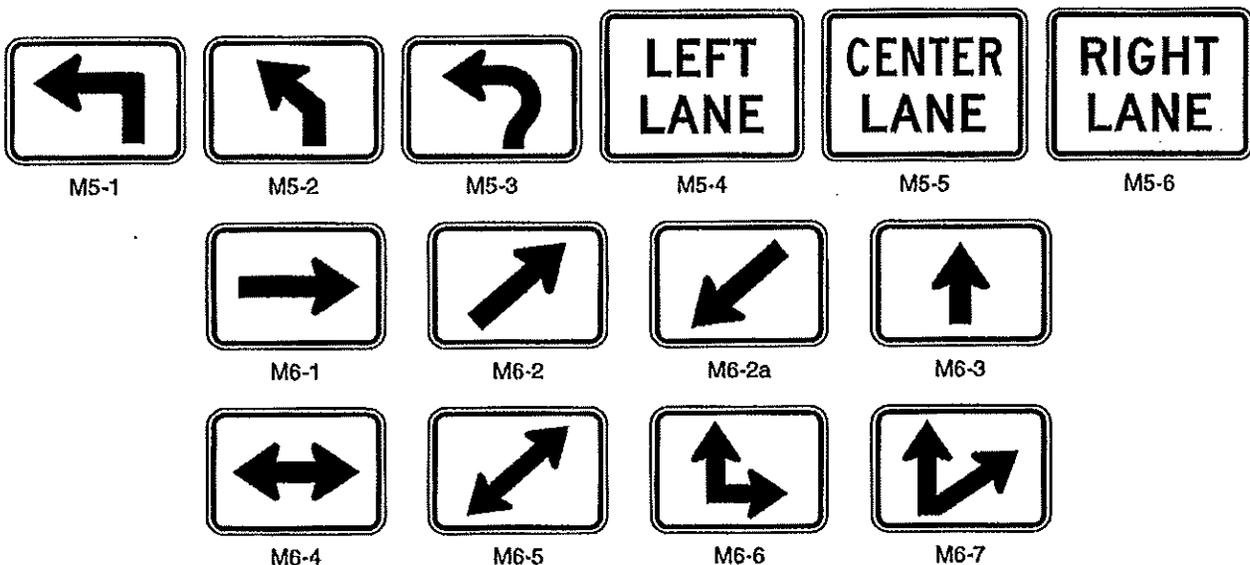
Standard:

- 01 If used, the Advance Turn Arrow auxiliary sign (see Figure 2D-5) shall be mounted directly below the route sign in Advance Route Turn assemblies, and displays a right or left arrow, the shaft of which is bent at a 90-degree angle (M5-1) or at a 45-degree angle (M5-2).
- 02 If used, the curved-stem Advance Turn Arrow auxiliary sign (M5-3) sign shall be used only on the approach to a circular intersection to depict a movement along the circulatory roadway around the central island and to the left, relative to the approach roadway and entry into the intersection.

Guidance:

- 03 If the M5-3 sign is used, then this arrow type should also be used consistently on any regulatory lane-use signs (see Chapter 2B), Destination signs (see Section 2D.37), and pavement markings (see Part 3) for a particular destination or movement.

Figure 2D-5. Advance Turn and Directional Arrow Auxiliary Signs



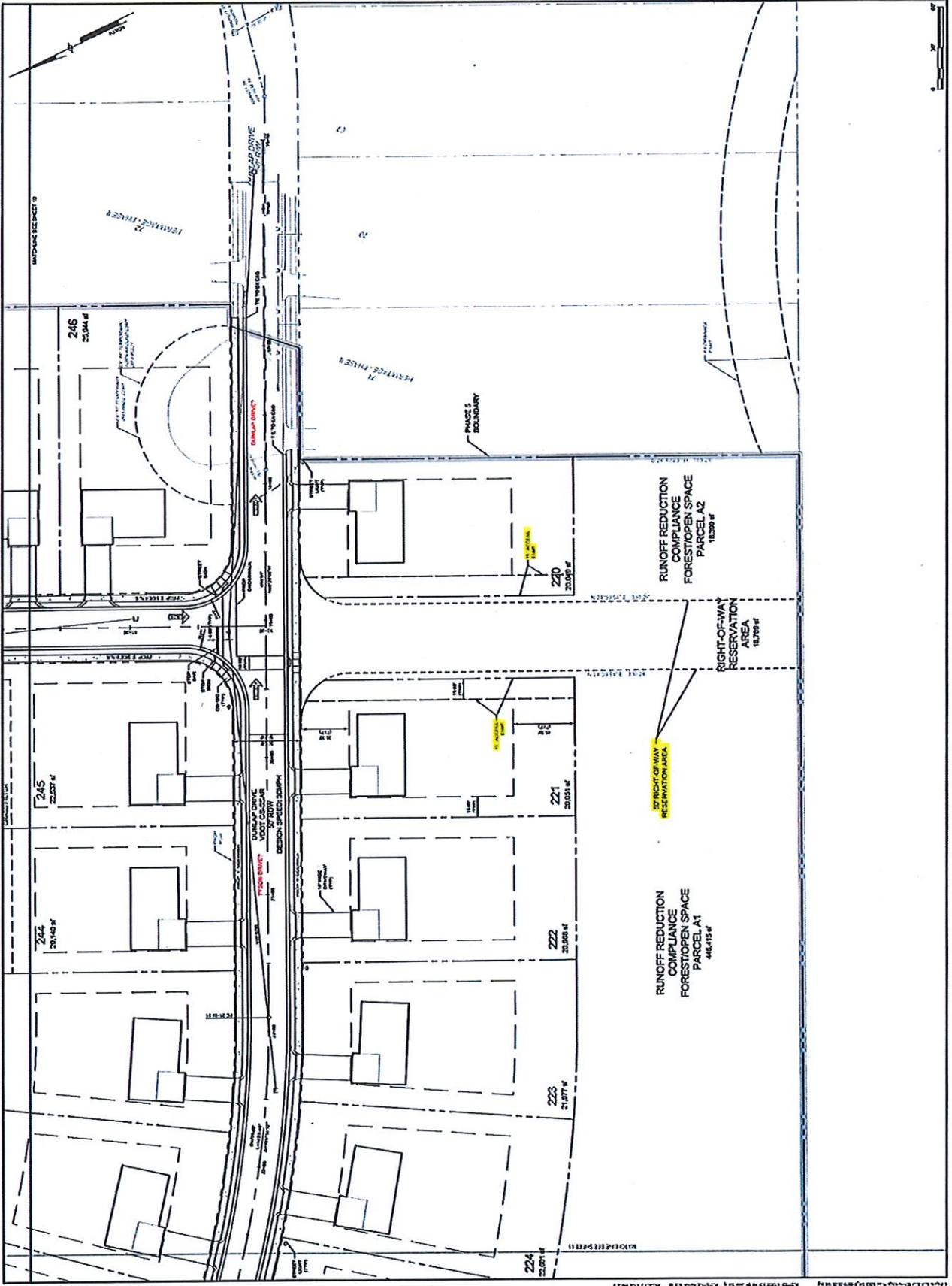
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2	10/11/11	ISSUED FOR PERMITS
3	10/11/11	ISSUED FOR PERMITS
4	10/11/11	ISSUED FOR PERMITS
5	10/11/11	ISSUED FOR PERMITS
6	10/11/11	ISSUED FOR PERMITS
7	10/11/11	ISSUED FOR PERMITS
8	10/11/11	ISSUED FOR PERMITS
9	10/11/11	ISSUED FOR PERMITS
10	10/11/11	ISSUED FOR PERMITS

HERMITAGE ~ PHASE 5
 CIVIL CONTRACTOR
 TOVALE ENGINEERING
 11001 WOODHOLLOW DRIVE
 SUITE 100
 FALLS CHURCH, VA 22034
 (703) 441-1111

GEOMETRIC PLAN
 SWEEN LAKE PROPERTIES, LLC
 11001 WOODHOLLOW DRIVE
 SUITE 100
 FALLS CHURCH, VA 22034
 (703) 441-1111



Pennoni
 PENNONT ASSOCIATES, INC.
 300 CALDWAY DRIVE
 FALLS CHURCH, VA 22034
 (703) 777-5618 # 703 777 5175



The Dunlap Drive Concerned Citizens Group
Dunlap Drive, Berryville, Virginia 22611

Mayor and Town Council
2020
101 Chalmers Court, Suite A
Berryville, Virginia 22611

April 7, 2020

Subject: Sense of the Council -- Keep the Name Dunlap Drive

Dear Mayor and Council:

As you all know, we continue to work with the Hermitage developer, elected town officials, town staff, and appropriate agencies and authorities to retain the name "Dunlap Drive" as part of the next phase of the Hermitage development.

The cooperation, attitude, and willingness of all concerned to help achieve our goal is extraordinary. It is a textbook example of local civic cooperation.

At this point, the developer has submitted a revised option to the town planner that, we believe, satisfies safety, fire (GPS is particularly effective), police, emergency service and all other significant regulatory requirements.

This common sense revision permits the street name "Dunlap Drive" to remain unchanged. It is a relief to know that a workable solution is identified and none of us will need to undergo the laborious, tedious and often frustrating task of document change.

With all concerns satisfied, the task remains to endorse the revision before submission to the Berryville Area Development Authority (BADA) and the Architectural Review Board (ARB).

We recommend a unanimous Sense of the Council vote on the following or similarly worded resolution: "The Mayor and Berryville Town Council unanimously support the current revision to the Hermitage Development Plan that retains the street name "Dunlap Drive." The Town Staff shall implement the revision immediately upon approval of the BADA and the ARB."

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Very Respectfully,

Gina Kaiser Gina Kaiser 408 Dunlap

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Sheriff Kaiser
408 Dunlap

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Gabriella Kaiser Gabriella Kaiser 408 Dunlap Dr

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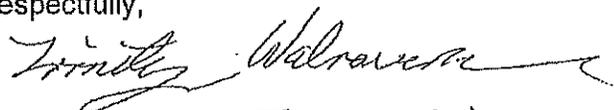
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Trinity Walraven

411 Dunlap Drive

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Kip Walraven

411 Dunlap Dr.

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411 Dunlap Dr

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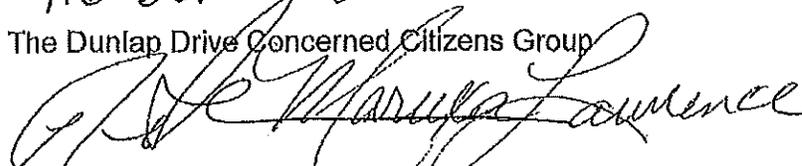
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PETER BIRD MARUYA LAWRENCE
416 DUNLAP DRIVE

The Dunlap Drive Concerned Citizens Group



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Dunlap Drive, Berryville, Virginia 22611

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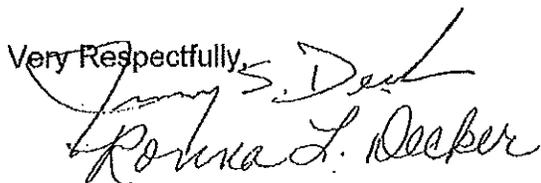
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Roma L. Decker

401 Dunlap Drive
Berryville, VA 22611

The Dunlap Drive Concerned Citizens Group

The Dunlap Drive Concerned Citizens Group
Dunlap Drive, Berryville, Virginia 22611

April 7, 2020

Mayor and Town Council
2020
101 Chalmers Court, Suite A
Berryville, Virginia 22611

Subject: Sense of the Council – Keep the Name Dunlap Drive

Dear Mayor and Council:

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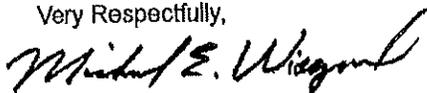
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Very Respectfully,



MICHAEL E. WIEGAND

420 DUNLAP DRIVE

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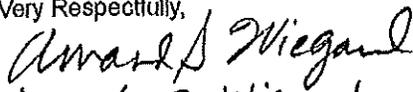
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Amanda S. Wiegand
420 Dunlap Drive

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Very Respectfully,

Anthony Robinson

321 Dunlap DR Berryville VA

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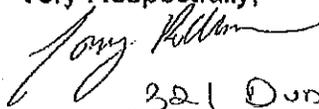
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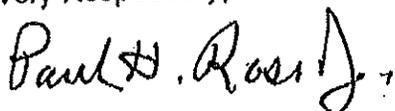
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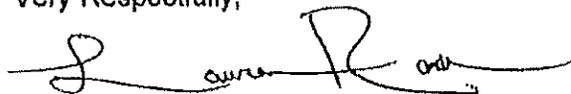
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KATHY

Rose

412

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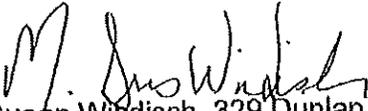
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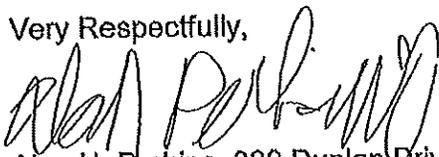
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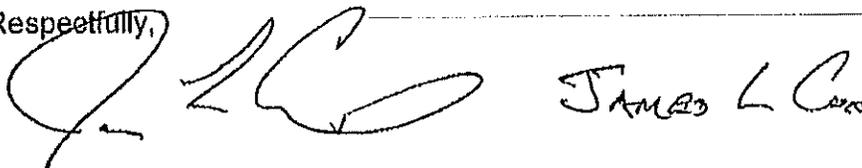
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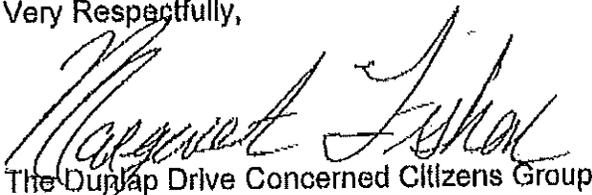
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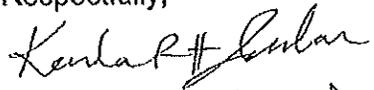
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320 Dunlap Dr.

Karla R. H. Jordan

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Herbert Jordan

Very Respectfully,

[Handwritten Signature]
320 Dunlap Drive

The Dunlap Drive Concerned Citizens Group

Berryville Town Council Item Report Summary
April 14, 2020

Item Title

Unfinished Business - Refuse and Recyclables Curbside Collection Request for Proposal

Prepared By

Background/History/General Information

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

1. Garbage and Refuse RFP

Recommendation

Sample Motion

Background

On February 11, 2020 the Town Council approved issuance of a request for proposals for provision of curbside collection of refuse and recyclables. The request was issued on February 20, 2020, but was withdrawn on March 10, 2020 because of concerns about ambiguities in the offering. Specifically, the Council and staff were concerned that the offering did not provide sufficient information about the number of refuse and recyclables containers the bidder should anticipate at each stop.

With guidance from the Town Council, staff has revised toter, bin, and cart issuance standards. Those standards are included in the attached draft offering at page 18 of 39. The cart issuance standards must be reviewed and accept by the Council as a part of the approval to issue the offering.

Another aspect of the offering that needs to be brought to the attention of the Council is on page 6 of 39. Staff wants to confirm that the types of properties to be served represents the Council's wishes in this regard.

Recommended Action

Staff requests that the Council provide direction on the toter, bin, cart issuance matter and the types of properties to be served and authorize issuance of the offering. With those matters clarified, staff will continue work to confirm the number of properties to be served and integrate new toter, bin, cart issuance standards into the offering. Staff intends to issue the offering no later than May 1, 2020.

Sample Motion

I move that the Council of the Town of Berryville, approve the attached request for proposals, as amended, and authorize its issuance.

**REQUEST FOR PROPOSALS
GARBAGE AND REFUSE COLLECTION/DISPOSAL AND CURBSIDE RECYCLING
COLLECTION SERVICE
TOWN OF BERRYVILLE, VIRGINIA**

Issue Date: May 1, 2020

RFP# 2020-04

Title: Garbage and Refuse Collection/Disposal and Residential Curbside Recycling Collection Service (hereafter referred to as "Refuse and Recycling Services").

Where Work Will Be Performed: Within the Corporate Limits of the Town of Berryville

Period of Contract: Beginning January 1, 2021 Through June 30, 2023, with the option of seven (7) one (1) year renewals.

OFFERORS MUST COMPLETE AND RETURN THIS COVER SHEET WITH PROPOSALS. Sealed proposals will be received until 11:00 a.m. (EST) on Monday, May 25, 2020. The proposal must be clearly labeled "Refuse and Recycling Services #2020-04".

PROPOSALS MUST EITHER BE MAILED OR HAND DELIVERED TO:

Heather Dehaven, Finance Clerk
Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

All inquiries must be directed to Heather DeHaven at financeclerk@berryvilleva.gov.

In compliance with this Request For Proposals (RFP) and all conditions imposed herein, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

		Authorized Signature: _____
		Print Name: _____
		Title: _____
	Zip Code: _____	Date: _____
Federal Id #: _____		Telephone: () _____
Email: _____		Fax: () _____

PREPROPOSAL CONFERENCE: An optional preproposal conference will be held virtually on May 13, 2020. Contact Heather DeHaven by May 11, 2020 to register.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

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I. Introduction to Request for Proposal

A. Overview of the Request for Proposal

The intent and purpose of this Request for Proposals (hereafter referred to as "RFP") issued by the Town of Berryville, Virginia (hereafter referred to as "Town") is to solicit sealed proposals to establish a contract through competitive negotiation from qualified companies to provide Garbage and Refuse Collection/Disposal and Residential Curbside Recycling Collection Service (hereafter referred to as "Refuse and Recycling Services").

This RFP and any addenda are available on the State's Procurement site, eVA, eva.virginia.gov and on the Town website at berryvilleva.gov/2211/Bid-Procurement-Opportunities. To receive a printed or electronic copy of this document or any technical assistance, please contact Heather DeHaven at financeclerk@berryvilleva.gov.

B. Statement of Goals

It is the intent of the Town to provide Refuse and Recycling Services with the following goals in mind:

1. Provide high-quality Refuse and Recycling Services at a reasonable cost;
2. Maximize to the fullest extent possible, the recovery of recyclables from the residential waste stream;
3. Encourage efficiency in garbage and refuse collection and disposal; and
4. Educate residents about recycling services and waste diversion, so as to reduce waste generation and increase diversion rates.

C. Contract Term

The Contract Term shall be from January 1, 2021 through June 30, 2023. The Town reserves the right to renew the contract for seven (7) additional one (1) year periods. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by the Town Council and coordinated through the Town Manager.

II. Background Information and Current Service

This section describes some of the Town's current refuse and recycling services, which are provided by the Town's contractor. Offerors should carefully review the Statement of Needs of this RFP to determine the scope of services envisioned under the new contract. Offerors may use the data presented in this section for purposes of estimating the level of effort required in providing services under the new contract; these are the current estimates only and do not represent any guarantee of future service levels.

General. The Town is responsible for collection of garbage and refuse from approximately 1626 "curbside customers". These customers include townhomes, single-family homes, designated commercial properties, and designated residential multi-family properties throughout the corporate Town limits. All other commercial and industrial businesses contract for private collection and are not covered under this RFP.

Current Collection Method -- Curbside Garbage and Refuse. Currently the Town has a contract with Republic Services for curbside garbage and refuse collection.

- Tuesday: Collection from all street litter receptacles within the Town, designated residential multi-family properties, and designated commercial properties approved by the Town Manager for twice-weekly collection;

- Thursday: Collection from all residential properties, situated east of the centerline of Buckmarsh Street (Route 340); and
- Friday: Collection from all street litter receptacles within the Town, designated commercial properties approved by the Town Manager, and all residential properties situated west of the centerline of Buckmarsh Street (Route 340).

All curbside customers have been provided contractor-owned 96-gallon toters.

Current Collection Method - Curbside Recycling. Currently the Town has a contract with Republic Services for curbside recycling collection. Collection takes place for customers every week and coincides with their respective trash collection day. Each customer currently uses either a 16-gallon bin provided by the contractor, provides their own clearly marked recycling bin, or has a 96-gallon toter provided by the contractor.

Current Collection Method - Bulk/Large Item and Appliance Collection. Currently the Town has a contract with Republic Services for bulk/large item and appliance collection. Collection is scheduled and takes place on Wednesdays for customers that request a pick up.

III. Statement of Needs

All applicable provisions of Chapter 8 of the Code of the Town of Berryville, policies adopted by the Town Council, and procedures approved by the Town Manager, shall apply to the contract.

A. Definitions

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, computers, televisions, 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, policies adopted by the Town Council, and procedures approved by the Town Manager.

The word "*Town*", when used in this solicitation 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.

The word "*Toter*" when used in this solicitation, as defined herein, but not solely limited to, a residential curbside heavy duty can, intended for garbage, refuse, and/or recycling, standardized wheeled container/cart with a molded-in axle and attached lid. The toter shall be compatible with automated or semi-automated collection waste truck lifters.

The word "*Bin*" when used in this solicitation, is a container used to hold recyclables. May or may not have a lid.

The word "*Cart*" when used in this solicitation, a residential curbside heavy duty can, intended for recycling, standardized wheeled container/cart with a molded-in axle and attached lid. The cart shall be compatible with automated or semi-automated collection waste truck lifters.

Commingled recyclables: Specified recyclable materials that are separated from general garbage and refuse and placed in a single bin or cart at the curb.

Commingled Mixed Paper: Specific recyclable paper materials that are separated from general garbage and other recyclables and placed in single bin, cart, or toter 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.

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 limited to, glass containers; 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.

Contract Administrator: The Town Manager or designee to manage the contractual services defined in the contract.

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.

Recovered Material: Material which has been diverted from the solid waste stream for recycling.

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 cardboard; newspaper; aluminum and bi-metal cans; and PET and HDEP plastic containers.

Residential Unit: All single-family, duplex, or townhouse dwelling units, and designated multi-family residential complexes approved by Town Manager, which receive curbside garbage and refuse collection service.

Set-Out: A residential or commercial property placing recyclable materials at the curbside in designated and specified bin, cart, or toter.

As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

B. Equipment

The contractor shall provide the necessary equipment in order to fulfill the contract obligations herein stated and shall conform to and be maintained in line with industry standards. The contractor's equipment shall conform at all times to applicable federal, state and local laws. Contractor is responsible for the financing, acquisition, and/or leasing of the collection equipment. All refuse collection trucks shall be equipped with cart tipper arms. All collection vehicles must be clearly and permanently marked with the name of the contractor. All collection vehicles should be

equipped with GPS-tracking. 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. The contractor shall operate all vehicles in a safe manner which provides the least obstruction and interruption possible to vehicular and pedestrian traffic. Contractor's equipment shall be operated and maintained in a manner that prevents the release of liquids from garbage and refuse onto streets during collection.

Contractor shall procure and distribute, at contractor's expense, approved toter(s), bin(s), and/or cart(s), at the inception of the contract, for each designated property to be served as determined by the Town Manager. Exact location and quantities of toter(s), cart(s) and/or bin(s) provided shall be documented, and reported in writing to the Town Customer Service professional (hereafter referred to as "customer service" at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov. If the contract is awarded to the current Contractor, collection of and reissue, of toter(s), cart(s) and/or bin(s) will not be required. However, a thorough inventory, to include exact location and quantity, of toters and bins shall be completed, documented, and reported in writing to the customer service at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov.

C. Quantities/Properties Served

The number of properties to be served shall be determined by the Town Manager and reported to the contractor, with new accountings of the number of quantities/properties served as of May 2021 and every twelve (12) months thereafter. The contractor may request a biannual report in November 2021 and every twelve (12) months thereafter.

The following number of properties to be provided service as of January 1, 2021 is approximately as follows:

- Residential Properties - 1495
- Once-weekly Designated Commercial Properties - 84
- Twice-weekly Designated Commercial Properties - 16
- Town Street Litter Receptacles - 10
- Churches - 7

Base bid shall be based on the number of units served (see above) in combination with the number of toters (refuse) and bins/carts (recycling) issued at no not cost to residents and businesses (see Garbage and Refuse, Recyclables, and Yard Waste Policy Appendix 2 - attachment A). Additional toters and bins/carts that are issued and serviced will be billed, on a per unit cost basis, to the Town.

Upon notification to the contractor by the Town Manager, the contractor shall begin refuse and recycling services for newly incorporated areas of the Town and for the owners or occupants of new residential or designated and approved 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.

D. Service

1. Garbage and Refuse Collection/Disposal

Provide curbside collection and disposal of garbage and refuse within the corporate limits of the Town.

Collection: 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 designated commercial properties not approved for twice-weekly commercial collection in accordance with the schedule and route approved by the Town Manager:

- Tuesday: Collection from all street litter receptacles within the Town, designated residential multi-family properties, and designated commercial properties approved by the Town Manager for twice-weekly collection;
- Thursday: Collection from all residential properties, situated east of the centerline of Buckmarsh Street (Route 340); and
- Friday: Collection from all street litter receptacles within the Town, designated commercial properties approved by the Town Manager, and all residential properties situated west of the centerline of Buckmarsh Street (Route 340).

No garbage and refuse collection shall be scheduled for Sunday or the following holidays: New Year's Day, Memorial Day, Independence Day, 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.

When weather conditions, mechanical failure, landfill closures, etc. 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 cannot occur because of weather conditions, mechanical failure, landfill closures, etc., the contractor must notify the Town Manager by 7:00 a.m. (EST), and each event shall be documented and written communication sent to the customer service at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov as soon as practicable.

No collection of garbage and refuse in residential districts shall begin before 7:00 a.m. (EST) or continue after 6:00 p.m. (EST) without prior approval from the Town Manager.

No collection of garbage and refuse from designated commercial properties shall begin before 7:00 a.m. (EST) or continue after 11:00 a.m. (EST) without prior approval from the Town Manager.

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, policies adopted by the Town Council, and procedures approved by the Town Manager. Garbage and refuse totes must be placed by the contractor where originally picked up in an upright position with the lids closed.

Contractor shall procure and distribute, at contractor's expense, approved garbage and refuse toter(s) to each new or additional residential unit added to the collection route pursuant to the terms of the contract. The toter must meet the specifications set forth herein.

Contractor shall empty street litter receptacles 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.

When travelling to and from collection routes, vehicles must be covered to protect blowing or falling of materials from the vehicle.

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 toter. The

contractor shall report conditions to the Town Manager as to the storage of garbage and refuse which are found to exist in violation of Chapter 8 of the Town Code, policies adopted by the Town Council, and procedures approved by the Town Manager.

The contractor shall provide immediate notification to the Town Business Office of any items set out for collection which are not in accordance with the provisions of Chapter 8 of the Town Code, policies adopted by the Town Council, and procedures approved by the Town Manager or with terms and provisions set forth herein. Such notifications shall include a description and photograph of the items refused for collection, the reason for such refusal, and the location (street address) of the items refused for collection and sent via email to the customer service at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov.

The Town Business Office will contact the contractor immediately via email, as directed above, 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.

The contractor shall clearly mark, or tag, any garbage and refuse toter found to be defective or in violation of Chapter 8 of the Town Code, policies adopted by the Town Council, and procedures approved by the Town Manager and shall report such action, with its respective address, in writing by email to customer service at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov within twenty-four (24) hours of such marking or tagging.

Disposal: 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.

2. Curbside Recycling and Collection Service

Provide for curbside collection, transportation, disposal, and marketing of commingled recyclable materials from all residential properties, and designated commercial properties approved by the Town Manager, within the corporate limits of the Town. Collection routes and schedules shall be the same as specified for garbage and refuse services. The purpose of the collection program is to service each Town residence on a weekly basis with curbside collection of cardboard; newspaper; aluminum and bimetal cans; and PET and HDEP plastics, to be commingled in a bin or cart, placed at the curb for collection.

Contractor shall collect and remove all recyclable materials which have been separated from general garbage and refuse, and placed at the curbside in designated bins or carts 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.

Recyclable materials to be collected will include: cardboard; newspaper; 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 customer service at customerservice@berryvilleva.gov, the Town Manager at townmanager@berryvilleva.gov, and 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 Manager. 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.

Contractor shall collect and remove commingled and paper recyclables from all single-family residences, duplex, and townhouse dwelling units once each week per residential unit, on the regularly scheduled garbage and refuse collection day.

No collection of recyclables in residential districts shall begin before 7:00 a.m. (EST) or continue after 6:00 p.m. (EST) without prior approval from the Town Manager. No collection of recyclables in commercial districts shall begin before 7:00 a.m. (EST) or continue after 11:00 a.m. (EST) without prior approval from the Town Manager.

Contractor must collect and transport all recyclable material originating from all single-family residences, duplex, and townhouse dwelling units that receive Town curbside garbage and refuse service. The contractor will not be responsible for collecting nonresidential properties, including commercial, industrial and/or governmental properties unless otherwise designated, during the contract period, and duly approved by the Town Manager.

Contractor is not responsible for collecting recyclable materials unless they are appropriately placed at the curb in the recycling bin or cart, or in the case of newspaper, properly bundled and/or placed in paper bags at the curb. However, if the recycling bin or cart is not sufficient to contain all the resident's recyclables, additional recyclables may be separated and placed at the curb in paper bags (i.e. one bag of metal cans, etc.), or commingled in a reusable bin or cart 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 the bin or cart which identifies the reason collection was not made and an email to customer service at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov.

Contractor shall assume ownership of all recyclables placed at the curb upon collection. All recyclables shall be recycled.

Contractor must use care in the loading and transportation of recyclable material so that material breakage and 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.

The contractor must determine the route that each collection vehicle should follow in order to ensure that no dwelling units are missed and must be approved by the Town Manager. 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.

Contractor shall procure and distribute, at contractor's expense, approved recycling cart(s) or bin(s) to each new or additional residential unit added to the collection route pursuant to the terms of the contract. The cart or bin must meet the specifications set forth herein.

3. Bulk/Large Item and/or Appliance Collection

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. Bulk/large item and appliance collection shall be completed on Wednesdays between 7:00 a.m. (EST) and 6:00 p.m. (EST). Items collected and disposed of 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 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.

4. Optional Collections and Services

Addresses specific tasks that are not a part of the base proposal, which may or may not be adopted as a part of the contract.

Contractor shall, within 60 days of 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 in writing to the Town Manager at townmanager@berryvilleva.gov.

The Town may or may not have the contractor complete one or more of the following:
Designated Commercial Curbside Recycling Collection Service
Commingled Mixed Paper with Designated Commercial Curbside Recycling Collection Service
Commingled Mixed Paper Collection with Residential Collection Service
Designated Commercial Container Service for Disposal of Garbage and Refuse
Designated Residential Multi-Family Container Service for Disposal of Garbage and Refuse

When an optional collection and service is requested and approved by the Town Manager, the contractor shall begin providing such service within sixty (60) days of written notice. Said collections would occur on Fridays between the hours of 7:00 a.m. (EST) and 11:00 a.m. (EST).

The Town is under no obligation to have the services listed above performed unless requested as required above.

E. Toters, Bins, and Carts

The Town will notify the contractor of reported lost, damaged, or destroyed toters, bins, and carts. Contractor shall replace lost, damaged, or destroyed toters, bins, and carts. Contractor will bill the Town for replacement toters, bins, and carts at a unit price not to exceed that paid by the contractor. Contractor must report monthly to the Town, providing a clearly identifiable list of residential and commercial properties that received replacement toters, bins, and carts. Otherwise, contractor shall assume replacement cost. Contractor shall be responsible for toters, bins, and carts lost, damaged, or destroyed by the employees or agents of the contractor, and in no case bill the Town, property owner, or resident.

All collection toters, bins, and carts provided by the contractor shall remain the property of the contractor.

The Town reserves the right to apply decals to toters, bins, and carts for inventory and location purposes. No fees shall be charged to the Town for applying said decals. Decal design, size, and type are to be determined; recommendations provided in proposal are appreciated.

Contractor must keep sufficient toter, bin, and cart replacement inventory so as to avoid interruption in providing collection service to residents. If contractor so elects, an inventory of replacement toters, bins, and carts may be maintained at the Town Public Works Office for distribution, billing, and reimbursement to contractor as replacement toters, bins, and carts 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 toters, bins, and carts so distributed by the Town.

F. General Provisions

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.

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 Manager against such person.

Contractor must thoroughly train and 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 refuse toter(s) and reusable recycling cart(s) and/or bin(s) are returned to their curbside location 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.

If requested, the Offeror must present within forty-eight (48) hours, evidence satisfactory to the Town Manager or designee of performance ability; possession of necessary facilities, equipment, staff, and pecuniary resources; and adequate insurance to comply with the terms of this RFP and contract documents.

G. Service and Complaint

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 and/or recycling 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 and/or recycling collection crew working in the Town on the request of the Town Manager, and shall not again be so employed except with the Town Manager's consent.

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.

The contractor shall designate an emergency contact person for the Town staff to contact directly, who can be reached on a twenty-four (24) hour per day, seven (7) day per week basis. This person(s) shall provide the Town with a direct voice telephone line (not the general public telephone line) and private business email address so that the Town may contact this person(s) to resolve issues and complaints in a timely manner. An office support designated contractor contact must be available to Town staff during the entire collection day to resolve any issues or complaints that may arise. Designated Town contacts will be available on each collection day. Written communication shall be directed via email to the customer service at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov.

The contractor shall provide a 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.

H. Marketing of Materials

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

I. *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 Manager, 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.

J. *Insurance Requirements*

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 contained in this solicitation and attachments, as provided herein. The contractor will provide an original, signed Certificate of Insurance and required endorsements, and shall maintain such insurance throughout the term of the contract and exercised renewals.

K. *Reporting and Delivery Instructions*

Contractor shall be required to keep and submit reports to comply with Town 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.

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; and
5. Any recyclable not recycled, with date, origin/location, and item(s) rejected;
6. Report of each service stop having more than one toter, bin and/or cart.

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 participation rates.

IV. *Proposal Preparation and Submission Instructions*

A. *RFP Response*

In order to be considered for selection, Offerors must submit a complete response to this solicitation. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP title, and date and hour proposals are scheduled to be received. Only one (1) hard copy original of proposal must be submitted to the Town. No other distribution of the proposal shall be made by the Offeror. Proposals should be forwarded to:

Heather DeHaven, Finance Clerk
Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

Time is of the essence and any proposal received after 11:00 a.m. (EST) Monday, May 25, 2020, whether by mail, in person or otherwise, will be marked "Late" and placed in the solicitation file, unopened.

Offerors are responsible for ensuring their proposal is stamped at the Town Business Office by the deadline indicated. Only the stamp of the Town Business Office shall be dispositive of the time/date of proposal delivery.

Nothing herein is intended to exclude any responsible firm from participating in the procurement or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

The Town reserves the right to accept or reject any or all proposals submitted. The Town reserves the right to waive any irregularity or informality in any proposal other than the proposal submission date and time. Proposals may be withdrawn up to and until the scheduled date and time for receipt.

B. Proposal Preparation

Each proposal and resulting contract must be signed by a person(s) authorized to bind the Offeror to a valid contract. The Town may require that any Offeror submit powers of attorney or other appropriate documentation showing the authority of the signatory to act on the Offeror's behalf. If, whether such proof has been demanded or not, it later appears that the signatory was not authorized to act, the Town may declare the Contract null and void if it is in the Towns' best interest to do so.

All information required by the RFP must be supplied in order for the proposal to be considered complete. Failure to submit any and all information requested may result in the Town requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Town.

Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

The Contract shall only be awarded to the Offeror who, through evidence submitted in the proposal or information available to the Town, has shown that the Offeror has the demonstrated capability, capacity, financial resources, and skilled personnel to adequately perform all services and fulfill all terms, conditions and provisions detailed herein.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the corresponding section of the RFP. If a response covers more than one page, the corresponding section of the RFP should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted

at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

The proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

Ownership of all data, materials, and documentation originated and prepared for the Town pursuant to the RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document or prequalification application, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

C. *Oral Presentation*

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Town. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Town will schedule the time and location of these presentations. Oral presentations are an option of the Town and may or may not be conducted.

D. *Specific Proposal Instructions*

Proposals should be as thorough and detailed as possible so that the Town may properly evaluate the Offeror's capabilities to provide the required refuse and recycling services.

Offerors are required to submit the following items as a complete proposal: (1) Request for Proposals Cover Sheet (2) Proposal Form - Price Schedule: The price proposed shall include all charges that may be incurred in fulfilling the terms of the contract. (3) All addenda acknowledged, if any, signed and completed as required. (4) Other specific items or data requested in the RFP.

A written narrative statement to include:

1. Qualifications of the Offeror and the number of years the firm has been in business. In an appendix include a copy of the Offeror's last two financial statements and documentation to confirm that Offeror is licensed under all applicable laws of the Commonwealth of Virginia, the County of Clarke, and the Town of Berryville.
2. Resumes of all key management staff to be assigned to this contract, identifying the principal manager and all key staff members that will be involved in the provision of services. For key personnel include: qualifications, relevant work experience, description of proposed work responsibilities to be performed under the contract with the Town. Resumes must be included as an appendix, not in the body of the Qualifications. Include the organizational structure of the team.
3. Previous relevant experience of the Offeror. Provide detailed information on the Offeror's current provision of similar refuse and recycling services to cities, towns, and communities in the Northern Virginia area.

4. Offerors shall provide a list of three (3) references, and only three (3), where similar services have been provided. Each reference must be current, complete, and include the name of the organization, mailing address, the name of the contact person, and telephone number. References provided will be contacted and made part of the evaluation of the proposal.

A detailed Work Plan that demonstrates the Offeror's familiarity with the Town providing the proposed services including:

1. Procedures, equipment, and staff that the Offeror will use to provide the services required;
2. List of proposed equipment/etc. including operating parameters, illustrations, etc.;
3. What, when and how the service will be performed; and
4. Clearly indicate all facilities the Offeror will use for the disposal of all materials collected under the contract including, but not limited to landfills, Material Recovery Facilities, and Transfer Stations; and
5. Should include a plan for demobilization/mobilization to address transition of contract at completion and/or inception.

V. Evaluation Criteria

Proposals shall be evaluated by the Town using the following criteria and a scoring on a 100-point scale.

Specific plans or methodology to be used to perform the services	20
Price	35
Experience and qualifications of personnel assigned to perform the services	20
References	10
Equipment	15
Total	100

VI. Award of Contract

Selection shall be made of Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Town shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Town may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Town determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one such Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation, the contractor's proposal as negotiated, the Town's General Terms and Conditions, the RFP's Special Terms and Conditions, and other attachments and/or addenda required by the Town.

VII. Optional Preproposal Conference

An optional preproposal conference will be held virtually at **10:00 a.m. (EST) on Wednesday, May 13, 2020**. Registration is required to attend; email financeclerk@berryvilleva.gov no later than **12:00 p.m. (EST) on Monday, May 11, 2020**. The purpose of the conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from the conference

will be issued in a written addendum to the solicitation and posted on the Town website berryvilleva.gov/2211/Bid-Procurement-Opportunities and the State's Procurement site, eVA, eva.virginia.gov.

VIII. Questions

All inquiries for information regarding this solicitation should be submitted in writing to: Heather DeHaven, Finance Clerk at financeclerk@berryvilleva.gov no later than **12:00 p.m. (EST) on Monday, May 11, 2020**. Verbal answers or other written material from any other sources whatsoever shall not be authoritative, controlling or binding on the Town, unless issued by an addendum. The Town shall provide any interpretation made to prospective Offerors in the form of a written addendum to the solicitation, which will be posted on the Town website berryvilleva.gov/2211/Bid-Procurement-Opportunities and the State's Procurement site, eVA, eva.virginia.gov no later than **Thursday, May 14, 2020**.

IX. Method of Payment

Invoices shall be sent to the Town of Berryville, 101 Chalmers Ct, Ste A, Berryville, VA 22611. Invoices will be due and payable thirty (30) days after receipt. It is not required, however, the preference of the Town, is to remit payment by credit card, free of transaction fees. Otherwise, payment will be made by check. Payments will be made no more frequently than once monthly.

X. Attachments

- A. *Garbage and Refuse, Recyclables, and Yard Waste Policy: Appendix 2 - Issuance of Toter & Bins*
- B. *Special Terms and Conditions*
- C. *General Terms and Conditions - Requests for Proposals*
- D. *Proposal Form: Price Schedule*
- E. *Chapter 8 of the Code of the Town of Berryville*
- F. *Zoning Map (Includes Corporate Boundaries)*
- G. *Routes/Schedules Approved by Town Manager*
- H. *Vendor Registration*
- I. *W-9 Form*

**Garbage and Refuse, Recyclables, and Yard Waste Policy
 Issuance of Toters and Bins
 Version 4/10/2020**

Refuse Toters

Curbside refuse collection is provided to single-family detached dwellings, duplexes, and townhouses. The following toter issuance limits apply:

	Toters Issued at no charge	Maximum number permitted with fee payment
Single-family detached dwellings	1	2
Duplexes	1 per unit	2 per unit
Townhouses	1 per unit	2 per unit

Business/commercial, institutional, and apartment buildings containing 3 or fewer units within the C and C1 zoning districts, may participate in the Town's curbside refuse collection. The following toter issuance limits apply to uses electing to participate in the collection service:

	Toters Issued at no charge	Maximum number permitted with fee payment
All qualifying uses electing to Participate	1	5

Monthly fees for additional toters will be based calculated as follows:
 Per unit fee charged by collection contractor plus tipping fee as set by the Town Council + an administrative fee (30% of the total of the two previous items)

Recycling Bins and Carts

Curbside recyclables collection is provided to single-family detached dwellings, duplexes, and townhouses. Customers receiving curbside recyclables collection may choose to receive up to 2 bins (16 gallon) or 1 cart (35 gallon) at no charge. Additional bins and carts will not be issued.

Business/commercial, institutional, and apartment buildings containing 3 or fewer units within the C and C1 zoning districts, may participate in the Town's curbside recyclables collection. The following cart issuance limits apply to uses electing to participate in the collection service:

	Carts Issued at no charge	Maximum number permitted with fee payment
All qualifying uses electing to Participate	1 - 35 gallon	1 - 96 gallon

Monthly fees for additional carts will be based calculated as follows:
 Per unit fee charged by collection contractor plus tipping fee as set by the Town Council + an administrative fee (30% of the total of the two previous items)

SPECIAL TERMS AND CONDITIONS
GARBAGE AND REFUSE COLLECTION/DISPOSAL AND CURBSIDE RECYCLING
COLLECTION SERVICE
TOWN OF BERRYVILLE, VIRGINIA

These Special Terms and Conditions are required for use in this written solicitation, Garbage and Refuse Collection/Disposal and Curbside Recycling Collection Service, issued by the Town of Berryville, Virginia herein after referred to as "Town".

ADJUSTMENTS FOR CHANGE IN SCOPE: The Town may order changes within the general scope of the Work/Statement of Needs consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the Town Manager and the Contractor. If the Contractor believes that any particular work is not within the scope of the work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Town Manager after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Town Manager. The Contractor's notice must provide to the Town Manager the amount of additional compensation claimed, together with the basis therefore and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the Town Manager and the Contractor covering the cost of the services to be provided pursuant to the amendment.

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The Town, its authorized agents, and/or Town auditors shall have full access to and the right to examine any of said materials during said period.

CANCELLATION OF CONTRACT: The Town reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 180 days written notice. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CONTINUITY OF SERVICES: The Contractor recognizes that the services under this contract are vital to the Town and must be continued without interruption and that, upon contract expiration, a successor, either the Town or another contractor, may continue them. The Contractor agrees:

- A. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- B. To make all Town owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- C. That the Town Manager shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Town Manager, furnish phase-in/phase-out services for up to thirty (30) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Town Manager's approval.

The Contractor shall be reimbursed for all reasonable, Town Manager pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Town Manager in writing prior to commencement of said work.

INDEMNIFICATION: Contractor agrees to indemnify the Town, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

LETTER OF CREDIT: The Contractor shall immediately provide the Town, upon full execution of the Contract, and shall keep same in full force and effect during the term of the Contract, a letter of credit, in a form acceptable to and approved by the Town Manager, in the amount of One Hundred Percent (100%) of the total annual Contract price from a financial institution duly authorized to do business in the Commonwealth of Virginia and conditioned on the faithful performance of this Contract by the Contractor, and the indemnification of the Town against all losses by reason of Contractor's negligence, willful misconduct, nonperformance or breach of any of the provisions of the Contract, or any and all claims, losses and demands of any character whatsoever required to be indemnified and/or insured by the Contract. The letter of credit amount shall be updated annually on the anniversary of the Contract execution with the new letter of credit amount based upon the updated annual contractual cost to the Town and adjusted accordingly.

If the expense of performing the work, including compensation for additional managerial and administrative services exceeds the balance of the Letter of Credit posted by the Contractor, the Contractor shall be liable for the payment of the amount of such excess to the Town. The expense incurred by the Town as herein provided and the damage incurred through the Contractor's default shall be certified by the Town.

LIQUIDATED DAMAGES: It is understood and agreed by the offeror that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the proposal documents. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, up to the sum of \$121.00 per incident per day or actual cost if less, for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the Town not caused by the negligence or intentional act of the contractor, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor, a reasonable extension of time as the Town deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the contractor, the Town may extend the time for performance of the contract herein specified, at the Town's sole discretion, for good cause shown.

The Contractor hereby expressly and specifically waives the right to challenge any fees or liquidated damages assessed under this Contract and any and all defenses as to the validity of any liquidated damages stated in this Contract.

QUANTITIES: Quantities set forth are best estimates only. The contractor may charge unit price for actual quantities/properties served, regardless of whether such total quantities are more or less than those provided in this solicitation, and shall be subject to change, at any time, as directed by the Town.

RELATION TO TOWN: The Contractor is an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the Town. The Town will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The Town will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the Town will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the Town for its employees.

RENEWAL OF CONTRACT: This contract may be renewed by the Town upon written agreement of both parties for seven (7) one (1) year periods under the terms and conditions of the original contract except as stated in 1. and 2. Below or as otherwise negotiated. Price increases may be negotiated only at the time of renewal. Written notice of the Town's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.

- A. If the Town elects to exercise the option to renew the contract for additional one year period, the contract price(s) for the additional one year shall be no greater than percentage change of the CPI-U for Washington-Baltimore, as listed for the most recent twelve month period on the U.S. Department of Labor's Bureau of Labor Statistics website.
- B. If during any subsequent renewal periods, the Town elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall be no greater than percentage change of the CPI-U for Washington-Baltimore, as listed for the most recent twelve month period on the U.S. Department of Labor's Bureau of Labor Statistics website.

Town of Berryville

General Terms and Conditions – Requests for Proposals

These General Terms and Conditions are required for use in written solicitations issued by the Town of Berryville, Virginia herein after referred to as "Town" for procurements.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

EMPLOYMENT DISCRIMINATION PROHIBITED: Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

During the performance of this contract, the contractor agrees as follows:

- A) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Town from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

MANDATORY USE OF TOWN TERMS AND CONDITIONS FOR RFPs: Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

BILL PAYMENT POLICY: The Town Treasurer shall make payment in full (unless an alternate payment plan has been agreed upon) for all goods delivered or services rendered within thirty days of receipt of the bill.

No goods or services shall be deemed received until such goods are completely delivered and found acceptable by the Department Head. For purposes of determining whether or not payment was made in accordance with this policy, payment in full shall be considered to be made on the date the check for payment was mailed or otherwise transmitted.

When a bill submitted to the Town is incorrect or when there is a defect or impropriety in a bill submitted, the respective Department Head shall notify the creditor in writing prior to the date on which payment in full is due. The notice shall contain a description of the defect or impropriety and any other additional information to enable the creditor to correct the bill. Upon receiving a corrected bill, the Town shall make payment in full on or before the thirtieth calendar day after receipt of the corrected bill.

SUBCONTRACTORS: All offerors shall include a list of all subcontractors with their proposal. The Town reserves the right to reject the contractor's selection of subcontractors for good cause. If a subcontractor is rejected, the offeror may replace that subcontractor with another subcontractor subject to the approval of the Town. Any such replacement shall be at no additional expense to the Town nor shall it result in an extension of time without the Town's approval.

To Subcontractors: A contractor awarded a contract under this solicitation is hereby obligated:

To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

To notify the Town and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

PRECEDENCE OF TERMS: In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF OFFERORS: The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Town further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Town that such offeror is properly qualified to

carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

TAXES: Sales to the Town are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded as well as any other insurance requirements laid out in the request for proposal. The Town requires minimum insurance amounts as recommended by the Virginia Risk Sharing Association. 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 offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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. The Town Manager is authorized to amend coverages and limits as required. Such amendments shall be provided in writing and specifically state that established coverages and limits differ from those provided in the Town's General Terms and Conditions.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

General services contracts or leases:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Workers Compensation Insurance -\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit (unless sole proprietor)

Excess Liability-\$1,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Minor Construction Contracts (\$99,999.99 or less):

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period (only if consulting or designing is involved).

Excess Liability-\$3,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Major Construction (more than \$100,000) or Hazardous contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident
Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease
Each Employee /\$500,000 Bodily Injury Disease policy limit
Professional Liability (Errors and Omissions)-Refer to Risk Manager-\$2,000,000 each
wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract
date with one-three year extended reporting period. Important if designing or consulting is
performed).
Excess Liability- Refer to Risk Manager-\$5,000,000 each (CGL/AL/EL)
occurrence/\$5,000,000
Annual Policy Aggregate

Professional services contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident
Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease
Each Employee /\$500,000 Bodily Injury Disease policy limit
Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000
annual policy claims aggregate (effective date same as contract date with one-three year
extended reporting period.

Cyber or Identity Breach liability-\$1,000,000 each identity breach
Excess Liability-\$2,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy
Aggregate

Design Professional Services and Surveyors contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident
Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease
Each Employee /\$500,000 Bodily Injury Disease policy limit
Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000
annual policy claims aggregate (effective date same as contract date with one-three year
extended reporting period.

Excess Liability-\$2,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy
Aggregate

The Town shall be named as an additional insured on any policy obtained by Contractor/
Subcontractor/Vendor/Lessee pursuant to this paragraph. Contractor shall furnish the Town
with all Certificates of Insurance that indicate(s) adequate insurance coverage has been
obtained. Contractor shall furnish the Town with an additional insured endorsement.

HOLD HARMLESS AGREEMENT: Contractor shall attach to each liability insurance policy, with
the exception of Worker's Compensation, the following endorsement: "Contractor and all
subcontractors shall save Town harmless from any and all claims, damages, liabilities, expenses
of litigation, including attorney's fees, and losses arising out of injury to, or death of, any of
Contractor's employees or any other person while on or about Town's premises or job site in
connection with any matters relating to or arising out of the performance of this Contract. It is
understood and agreed that the Contractor is at all times acting as an independent contractor."

ADDITIONAL REQUIREMENTS: During the performance of the Work described in the Contract Documents, the Contractor agrees to:

- A) Employment discrimination by contractor prohibited; required contract provisions (see § 2.2-4311 of the Code of Virginia)
- B) Compliance with federal, state, and local laws and federal immigration law; required contract provisions (see § 2.2-4311.1 of the Code of Virginia)
- C) Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth (see § 2.2-4311.2 of the Code of Virginia)
- D) Drug-free workplace to be maintained by contractor; required contract provisions (see § 2.2-4312 of the Code of Virginia)
- E) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- F) Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

PROPOSAL FORM - PRICE SCHEDULE
GARBAGE AND REFUSE COLLECTION/DISPOSAL AND CURBSIDE RECYCLING COLLECTION SERVICE
TOWN OF BERRYVILLE, VIRGINIA

SERVICE	PROPERTY TYPE	FREQUENCY	QTY	UNIT PRICE	MONTHLY	EXTENDED
GARBAGE AND REFUSE COLLECTION/DISPOSAL						
	Residential	1x-weekly	1495	\$	\$	X 12 \$
	Additional Residential Toter Service	1x-weekly	1	\$	\$	X 12 \$
	Designated Commercial	1x-weekly	84	\$	\$	X 12 \$
	Additional Commercial Toter Service	1x-weekly	1	\$	\$	X 12 \$
	Designated Commercial	2x-weekly	16	\$	\$	X 12 \$
	Additional Commercial Toter Service	2x-weekly	1	\$	\$	X 12 \$
	Town Street Litter Receptacles	2x-weekly	10	\$	\$	X 12 \$
	Churches	1x-weekly	7	\$	\$	X 12 \$
CURBSIDE RECYCLING AND COLLECTION SERVICE						
	Residential	1x-weekly	1495	\$	\$	X 12 \$
	Additional Residential Bin/Cart Service	1x-weekly	1	\$	\$	X 12 \$
	Designated Commercial	1x-weekly	84	\$	\$	X 12 \$
	Additional Commercial Bin/Car Service	1x-weekly	1	\$	\$	X 12 \$
	Designated Commercial	2x-weekly	16	\$	\$	X 12 \$
	Additional Commercial Bin/Car Service	2x-weekly	1	\$	\$	X 12 \$
	Churches	1x-weekly	7	\$	\$	X 12 \$
OPTIONAL COLLECTIONS AND SERVICES						
Container Service						
	2 Cubic Yard	1x-weekly	1	\$	\$	X 12 \$
	4 Cubic Yard	1x-weekly	1	\$	\$	X 12 \$
	6 Cubic Yard	1x-weekly	1	\$	\$	X 12 \$
	8 Cubic Yard	1x-weekly	1	\$	\$	X 12 \$
	8 Cubic Yard	2x-weekly	1	\$	\$	X 12 \$
DISPOSAL FEES						
	Tipping Fee: Recycling	As Needed	Ton	\$		\$
	Appliance - Class A	As Needed	Item	\$		\$
	Appliance - Class B	As Needed	Item	\$		\$
	Bulk/Large Item	1x-weekly	Ton	\$		\$
REPLACEMENT FEES						
	Garbage/Refuse Toter w/Lid (96-Gallon)	As Needed	Item	\$		\$
	Garbage/Refuse Toter w/Lid (64-Gallon)	As Needed	Item	\$		\$
	Recycle Bin (16-Gallon)	As Needed	Item	\$		\$
	Recycle Cart w/Lid (35-Gallon)	As Needed	Item	\$		\$
	Recycle Toter w/Lid (96-Gallon)	As Needed	Item	\$		\$
COLLECTION FEES						
	Bulk/Large Item and/or Appliance	1x-weekly	Day	\$	\$	X 12 \$
TOTAL						

Appliance - Class A shall include the following; refrigerators, air-conditioners, or other similar household appliances.
 Appliance - Class B shall include the following; water heaters, ranges, dishwashers, clothes dryers, or other similar household appliances.

Chapter 8 - GARBAGE AND REFUSE, RECYCLABLES, AND YARD WASTE⁽¹⁾

Footnotes:

--- (1) ---

Cross reference— Disposition of dead animals and fowl, § 4-10.

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 property within the town to allow garbage, refuse, trash, litter or other substances which might endanger the health of other residents of the town to accumulate on such property.
- (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 requirements of this section. Reasonable notice of the date fixed by the town manager or designee for such removal shall be given by, 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 or designee 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, § 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. 8-3. -Reserved.

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.

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

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

State Law Reference §15.2-928

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)

State Law Reference §15.2-930

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 15.2-928.

Sec. 8-7. - Policies and procedures

- (a) The council may by ordinance establish policies regarding the storage, handling, collection, and disposal of solid waste.
- (b) Policies of the council adopted in accordance with this chapter may include fees for replacement of town or contractor issued refuse and recycling containers.
- (c) The council authorizes the town manager to adopt solid waste storage, handling, collection, and disposal procedures consistent with the requirements of this chapter and policies adopted by the council.

Secs. 8-8—8-14. - Reserved.

ARTICLE II. - COLLECTION BY TOWN⁽²⁾

Footnotes:

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

State Law reference— Authority of town to operate a garbage and refuse collection and disposal system, Code of Virginia, § 15.2-928, 15.2-927, and 15.2-930.

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 or its contractor engaged in the collection and removal of garbage, and refuse and recyclables shall report such failure to the town manager or designee.

(Ord. of 2-13-79, § 8-12)

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

- (a) All garbage to be collected by the town shall be contained in tied disposable plastic bags and placed in water-tight containers of durable construction which shall: if to be collected by hand, 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; or if to be collected by mechanical means as a part of automated collection service, be a container that has been either approved by or provided by the town or its collection contractor. All such nondisposable containers shall be of such construction as to prevent disturbance by animals and entrance by insects and, if to be collected by hand, to allow safe handling by one collector.
- (b) The total weight of any garbage container that is to be collected by hand, 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. - Reserved.

Sec. 8-18. - Reserved.

Sec. 8-19. - Preparation of garbage.

No person shall place any garbage in any container required by section 8-16 for collection without first draining the liquid from such garbage and placing the garbage in plastic bags that are tightly sealed after filling.

(Ord. of 2-13-79, § 8-5)

Sec. 8-20. - Preparation of recyclables and cardboard.

- (a) All recyclables, except cardboard, to be collected by the town shall be placed in a bin provided by the town or its contractor. All liquids shall be drained from the item prior to placement in the container. All items placed in the bin shall be done in a manner to prevent escape as a result of wind and weather conditions.
- (b) 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. Bundles shall be placed beside bins.
- (c) 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, paint, or any solid waste restricted from collection as a part of any other part of its recyclables collection program.

(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 the town or its contractors will collect garbage, and refuse, recyclables, and yard waste 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 and refuse and recyclables 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 if to be collected by hand, or a mechanical arm if to be collected by mechanical means as a part of automated collection service. No town employee or collection agent shall enter any building for the removal of garbage and refuse or recyclables.

(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 for collection by the town.

- (a) 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 manager so they can be easily reached by the collectors and not interfere with the safe passage of pedestrians or motor vehicles.
- (b) 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.
- (c) Loose yard waste 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.
- (d) All yard waste bundles and paper bags containing loose yard waste to be collected 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 bundles or 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.

(e) No single weekly collection for any parcel, excluding leaves to be collected by leaf vacuum during the annual leaf collection period, may exceed one hundred (100) pounds.

(f) The town manager may suspend or modify yard waste preparation requirements and collection limits if he or she 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.

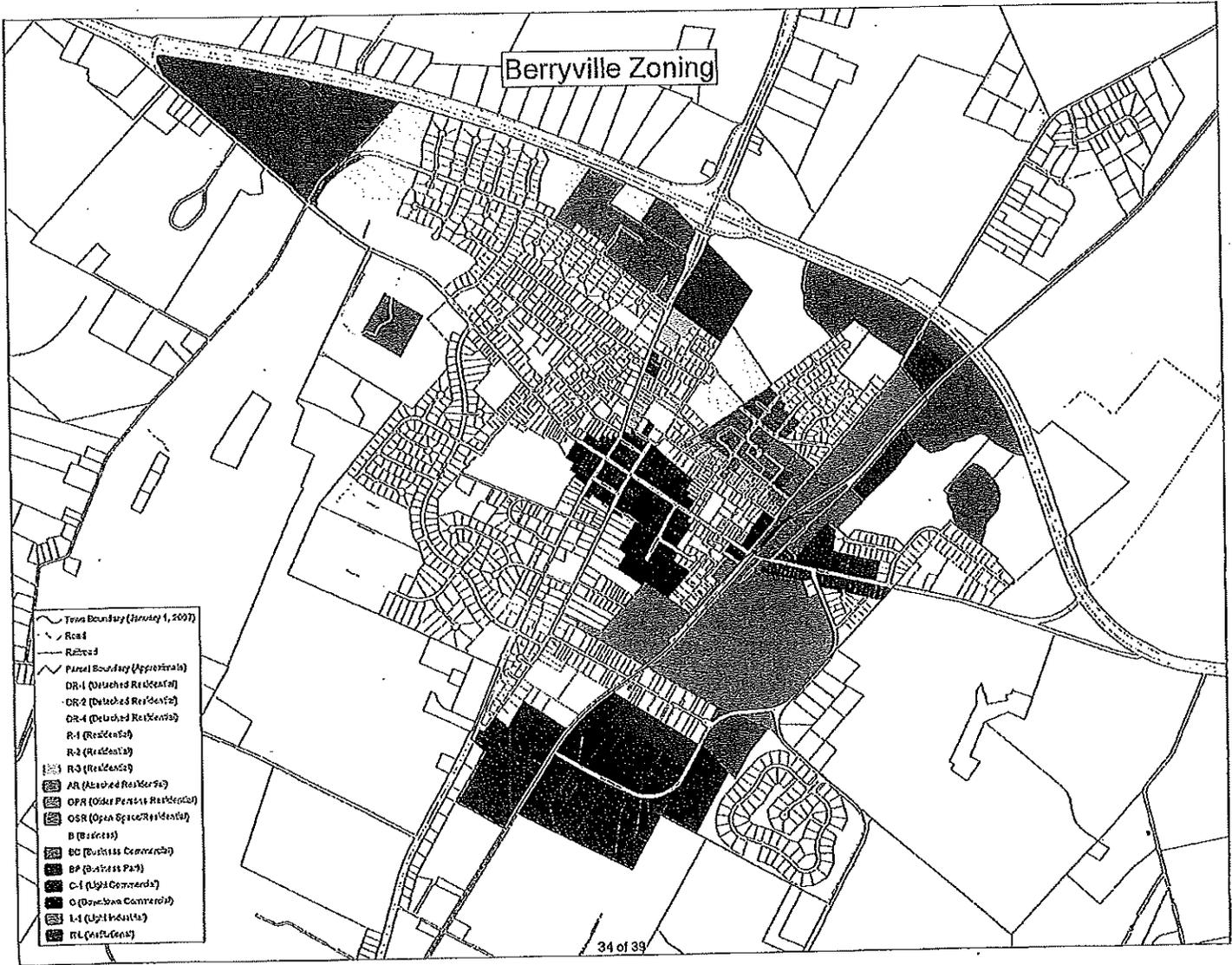
(g) Neither the Town nor its contractors will, as a part of yard waste collection, collect rocks and hardscape materials, large stumps, any stumps containing rocks or dirt, dirt, sod, plastic bags, grass clippings, or food waste.

Sec. 8-24. - Certain materials not collected as a part of garbage and refuse collection.

- (a) Rejected building materials, tin, contractors' waste, industrial waste, automobiles or parts thereof, tires, hazardous waste or 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 shall not be collected by the town.
- (d) Neither the town nor its contractors will collect rocks and hardscape materials, large stumps, any stumps containing rocks or dirt, dirt, sod, or grass clippings.

(Ord. of 2-13-79, §§ 8-5, 8-6, 8-10)

Berryville Zoning



- ~ Town Boundary (January 1, 2007)
- Road
- Railroad
- Parcel Boundary (Approximate)
- DR-1 (Detached Residential)
- DR-2 (Detached Residential)
- DR-4 (Detached Residential)
- R-1 (Residential)
- R-2 (Residential)
- R-3 (Residential)
- AR (Attached Residential)
- OPR (Older Person's Residential)
- OSR (Open Space Residential)
- B (Business)
- BC (Business Commercial)
- BP (Business Park)
- C-1 (Light Commercial)
- C (Medium Commercial)
- L-1 (Light Industrial)
- TL (Light Industrial)

Establishment of Collection Routes and Times

Garbage and Refuse

Routes/Days of Collection

Curbside collection of commercial garbage and refuse, as defined and permitted in Chapter 8 of the Berryville Code and collection contract documents 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.
- Collection in the downtown business district (C Zoning) must be completed at the beginning of the day's collection before proceeding with the remainder of the route.

Curbside collection of residential garbage and refuse, as defined and permitted in Chapter 8 of the Berryville Code and collection contract documents 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.

Collection Times

- No collection activities may begin before 7:00 a.m.
- Collection in commercial areas must be completed before 11:00 a.m.
- Collection in residential areas must be completed before 6:00 p.m.

Recyclables

Routes/Days of Collection

Curbside collection of commercial recyclables, as defined and permitted in Chapter 8 of the Berryville Code and collection contract documents will occur on the following schedule as conditions permit:

- Customers receiving recyclables collection will have their recyclables collected on Fridays.
- Collection in the downtown business district (C Zoning) must be completed at the beginning of the day's collection before proceeding with the remainder of the route.

Curbside collection of residential recyclables, as defined and permitted in Chapter 8 of the Berryville Code and collection documents 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.

Collection Times

- No collection activities may begin before 7:00 a.m.
- Collection in business areas must be completed before 11:00 a.m.
- Collection in residential areas must be completed before 6:00 p.m.

Bulk Refuse and Appliance Collection **Routes/Days of Collection**

Collection of bulk refuse and appliances as defined and permitted in Chapter 8 of the Berryville Code and collection contract documents, will occur on the following schedule as conditions permit:

- Collection will occur on Wednesdays

Collection Times

- No collection activities may begin before 7:00 a.m.
- Collection must be completed before 6:00 p.m.

Yard Waste Collection **Routes/Days of Collection**

Collection of yard waste, as defined and permitted in Chapter 8 of the Berryville Code will occur on the following schedule as conditions permit:

- Collection will occur on Mondays

Collection Times

- No collection activities may begin before 7:00 a.m.
- Collection must be completed before 6:00 p.m.

Exceptions and Variance from Collection Routes and Times

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 in accordance with Section 8-22 of the Berryville Code:



Keith R. Dalton, Town Manager



Date



Town of Berryville
Vendor Registration/Update

Please fill out the information below and the attached W-9 form to be registered as a vendor with the Town of Berryville.

Your company's legal name: _____

Business Type: _____

What kind of products/services does your company offer?

Company Website: _____

Company Address: _____

City _____

State _____ ZIP Code _____

Name of person representing the company: _____

Phone: _____ Fax: _____

Email: _____

Payment Method: _____ Check _____ P-card

***If you accept VISA, you are required to accept P-card payments.**

For Town Office Use Only

Certificate of Insurance Required: _____ Yes _____ No

Contractor's License Required: _____ Yes _____ No

**Berryville Town Council Item Report Summary
April 14, 2020**

Item Title

New Business - Set Public Hearing on Fiscal Year 2021 Budget

Prepared By

Background/History/General Information

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

Recommendation

Sample Motion

**Berryville Town Council Item Report Summary
April 14, 2020**

Item Title

New Business - Paving Request for Proposal

Prepared By

Background/History/General Information

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

1. Paving RFP

Recommendation

Sample Motion

Staff has developed the attached IFB for paving, milling, and line striping. This offering would complete paving activity for the second half of FY20. Because of the expected cost of this work, the Town Council must approve the offering and the award of the bid.

The Council is asked to 1) approve the IFB and authorize its issuance and 2) authorize the Town Manager to award a contract in this matter; provided that the low bidder meets the minimum standards established in the IFB and the bid does not exceed allocated funds.

Sample motion

I move that the Council of the Town of Berryville authorize the issuance of IFB #2020-03. I further move that the Town Manager is authorized to award a contract in this matter and execute all related instruments; provided that the low bidder meets the minimum standards established in the IFB and the bid does not exceed allocated funds.

**INVITATION FOR BIDS
TOWN OF BERRYVILLE
PAVING, MILLING, AND LINE STRIPING**

Issue Date: April 15, 2020

IFB# 2020-03

Title: Paving, Milling, and Line Striping

Where Work Will Be Performed: Within the Corporate Limits of the Town of Berryville

Period of Contract: Fiscal Year 2020; Work to Be Completed Prior To July 1, 2020

BIDDERS MUST COMPLETE AND RETURN THIS COVER SHEET WITH BID. Sealed Bids Will Be Received until 10:00 a.m. (EST) on Friday, May 1, 2020. The bid must be clearly labeled "Paving, Milling, and Line Striping #2020-03".

BIDS MUST EITHER BE MAILED OR HAND DELIVERED TO:

Heather DeHaven, Finance Clerk
Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

All Inquiries must be directed to Heather DeHaven at financeclerk@berryvilleva.gov.

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

_____	Authorized Signature: _____
_____	Print Name: _____
_____	Title: _____
_____	Date: _____
_____	Zip Code: _____
Federal Id #: _____	Telephone: () _____
Email: _____	Fax: () _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

PURPOSE: The Purpose and Intent of this Invitation for Bid (hereafter referred to as "IFB") is to establish a firm fixed price contract with a qualified Contractor available to perform paving, milling, and line striping related to known projects at various Town locations as listed on *Bid Proposal Form Scope of Work* of this IFB.

SCOPE OF WORK: See *Bid Proposal Form Scope of Work*.

The Town of Berryville (hereafter referred to as "Town") requests pricing for the following streets: Tyson Drive, Hermitage Boulevard, East Fairfax Street, Stayman Drive, Blossom Drive, Cobbler Drive, Page Street, Academy Street Extended, Lincoln Avenue, Lindsay Court, and Isaac Court. The Town also seeks unit pricing for work not yet identified.

The award of this solicitation does not guarantee or infer that all of the above referenced streets will be completed, only work at the direction of the Town, in writing, shall be completed. The Town reserves the right to remove streets from the scope of work. The Town reserves the right to request additional work and unit pricing shall govern.

Work Hours: All work shall be performed between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday. No work will be permitted on Saturday, Sundays or holidays unless approved in advance by the Town.

The Contractor shall obtain and pay for all applicable permits prior to beginning any work.

The Contractor shall obtain a Town Business License as required by Town Code.

The Contractor shall request all applicable inspections as required by local, state and/or federal codes and regulations.

The Contractor shall not act on requests or take direction from anyone except the Director of Public Works (hereafter referred to as "Director") or designee.

The Contractor is responsible for notifying "Miss Utility" 48 hours prior to digging and must provide a copy of the ticket to the Director. Site conditions may dictate the need for marking of any Town "Locally Owned" utilities or irrigation systems. It is the responsibility of the Contractor to notify the Town Director or designee, ahead of any work performed, that this coordination and locating service is necessary.

Contractor shall provide all necessary parts, labor, tools, materials, equipment, transportation, supervision, resources, and incidentals as may be required in accordance with the Virginia OSHA Standards and the most current editions of the Virginia Department of Highways and Transportation (VDOT) Road and Bridge specifications. Visit <http://www.virginiadot.org/business/const/spec-default.asp> for Road and Bridge Specifications and Revisions.

The Contractor must provide all necessary labor and equipment to meet certified VDOT work zone requirements when working in but not limited to VDOT Right of Way, Town Right of Way, and Town owned parking lots, and roadways to safely direct traffic (both vehicular and pedestrian) around the work areas.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this project. All necessary precautions shall be taken: to prevent injury to the Contractor's employees and other persons who may be affected by the project; to prevent damage to or loss of materials or equipment incorporated into the project; and to protect this and other property at or adjacent to the site.

The Contractor shall perform all specified work using properly trained, skilled, bonded, and licensed individuals supervised by the Contractor. The Contractor shall be licensed and bonded in the Commonwealth of Virginia and shall have a minimum of five (5) years' experience.

The Contractor shall maintain an adequate supply of manpower and equipment to complete the project in a safe and timely manner. If subcontractors are to be utilized, they must meet the same qualifications and adhere to the same standards as the Contractor. The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Contractor. The Contractor agrees that they are as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.

The Contractor shall provide adequate protection for all structures at the site. Any damage to Town owned facilities by the Contractor shall be repaired or replaced at the Contractor's expense and to the complete satisfaction of the Town.

Contractor shall make the areas safe at the end of each work shift.

Contractor shall remove and transport any removed asphalt to a Contractor provided dumpsite upon removal. No removed asphalt shall be stock piled.

Off-street parking control, the Contractor will provide and post "No Parking" signs in appropriate locations as approved by the Director and deliver notices to individual residences regarding parking restrictions 48 hours prior to commencement of work. The content of notices delivered to residences will be approved by the Director. The manner of delivery and placement of notices at residences will be approved by the Director.

Contractor shall provide their own source of water and means to transport and distribute.

Contractor shall be responsible for all third-party testing. Should the Director require a compaction test, the Contractor shall be responsible.

After the completion of the project, all property including but not limited to, roads, drives, paths, parking lots, easements and lawns damaged by the Contractor's actions shall be restored to the same condition or better at the time of the Notice to Proceed. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or substandard conditions.

Warranty: All work provided under this contract shall have, as a minimum, one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes as may amount to fraud.

Should a bidder find discrepancies in or omissions from the various documents, or should they be in doubt as to their explicit meanings, they shall notify Heather DeHaven, Finance Clerk, via e-mail at financeclerk@berryvilleva.gov.

Prospective bidders are requested to submit questions no later than 1:00 p.m. (EST) on Monday, April 20, 2020, to Heather DeHaven, Finance Clerk, via e-mail at financeclerk@berryvilleva.gov.

To ensure fair consideration for all bidders, any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed bidder. Such addendums, if issued, will be posted by 5:00 p.m. (EST) on Tuesday, April 21, 2020, at the addresses listed below:

Town website: berryvilleva.gov/2211/Bid-Procurement-Opportunities
State Procurement website (eVA): eva.virginia.gov

Please note, that it is the bidders' responsibility to check these sites frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to sign and return

an Addendum with your response may result in disqualification of award. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the Town.

INDEMNIFICATION: The Contractor agrees to indemnify, defend and hold harmless the Town of Berryville, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

CANCELLATION OF CONTRACT: The Town reserves the right to cancel and terminate any resulting contract, in part or in whole without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

The Town reserves the right to waive any informality in or to reject any or all bids, or to delete portions of bids, which in its sole and absolute judgment are responsive to the bid documents and will under all circumstances best serve the Town's interest.

NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the Town reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds allocated to the Town whenever such low bid exceeds the Town's allocated funds. For the purpose of determining when such negotiations may take place, the term "allocated funds" shall mean those funds which were budgeted by the Town for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town may initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the allocated funds and that the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.

BID, PERFORMANCE & PAYMENT BONDS: Each bid must be accompanied by a bid bond in the form of a cashier's check or checks payable to the Town of Berryville, Virginia in an amount of at least five percent of the total bid, or a bid bond in like amount, as a guarantee that if the Bid is accepted, the Bidder will execute a Contract Agreement for the work and furnish a construction performance bond in the full amount of the bid and a construction payment bond of 100 percent of the total bid, within ten (10) consecutive calendar days following receipt of the Notice of Award.

SUBMISSION OF BID: All bids must be sealed and labeled on the outside of a sealed container to show the following.

PAVING, MILLING, and LINE STRIPING IFB #2020-03
Name and address of Offeror
Closing Date Friday, May 1, 2020 at 10 a.m. (EST)

All bids are to be addressed and delivered by the date and time specified to:

Heather DeHaven, Finance Clerk
Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

The bidder assumes full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will not be considered. It is the responsibility of the bidder to assure that their bid is delivered to the place designated for receipt of bids and prior to the time set

for receipt of bids. Bids received after the time designated for receipt of bids will marked late and will not be considered.

All bids will be publicly opened after the time set for receipt of bids and read aloud in the Main Meeting Room, Second Floor, of the Berryville-Clarke County Government Center, at the same address. Bid opening will begin at 10:10 a.m. (EST).

No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.

Bids shall be made on the Bid Proposal forms Scope of Work and Proposal Cover with all items completely filled out.

A bid that is qualified by the bidder by the attachment of unsolicited terms or conditions under which the bid is to be considered may be subject to rejection.

Before submitting a bid, the bidder shall carefully examine the Specifications and other Contract Documents, visit the site of the work and fully inform himself by such means as he may think necessary or desirable as to all existing conditions and limitations.

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 60 days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

CONTRACT TERM: The contract term shall be effective from the date of contract award until the Scope of Work has been completed.

BID EVALUATION AND AWARD PROCEDURE: Award will be made to the lowest responsive and responsible bidder, based on Grand Total of Scope of Work. Bidders must comply with all provisions of the Invitation for Bid, and award will be made provided the bid prices are reasonable and in the best interest of the Town.

Bids will not be accepted from, nor contracts awarded to, any person, firm or corporation that is in arrears to the Town, or that is not fully qualified or able to perform the work.

Each bidder must satisfy the Director and the Town as to the suitability and adequacy of his equipment and as to his practical ability to perform the work set forth in these Contract Documents within the specified time.

Bidders may be required to submit satisfactory evidence that they have the necessary financial resources to complete the proposed work.

Any bidder may withdraw his bid by written request, at any time before the scheduled closing time for receipt of the bids.

AGREEMENT: The bidder recommended for award will be required to complete a two-party standard form of agreement (Contract).

The successful bidder shall execute the formal contract agreement and furnish a construction performance bond and a construction payment bond satisfactory to the Town within ten (10) business days, Saturdays, Sundays and holidays excluded, from and including the date of receipt of the Notice of Award. Failure to do so will be an adequate and just cause of annulment or cancellation of the award, and in such case, the bid bond or bid guarantee will become the property of the Town.

METHOD OF PAYMENT: In accordance of General Terms and Conditions - Invitations for Bids, payment in the form of a check will be issued within thirty days of receipt of an approved invoice.

PRICING SCHEDULE: The following is a schedule of the units of measure used in the Scope of Work of this solicitation.

SY = Square Yard LF = Linear Feet EA= Each CY = Cubic Yard TN = Ton HR = Hour

Total amounts are to be indicated on the bid form, based on the quantities indicated and the unit prices bid. The quantities shown on the bid form are approximations and are for comparing bids.

Each bidder shall include in the prices in his bid, the cost of all work and materials necessary to complete the project indicated in the Contract Documents, performed in full compliance with the specification requirements.

ATTACHMENTS:

- Bid Proposal Form Scope of Work
- General Terms and Conditions - IFB
- W-9: Identification Number and Certification
- Town's Vendor Registration/Update form
- Contractor Registration
- Bidder's Check List
- Bid Bond Form

CONTRACTOR REGISTRATION

If a contract for construction, removal, repair or improvement of a building or other real property is:

- for \$120,000 or more,
- or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$750,000 or more,

The bidder/offeror is required under Title 54.1- 1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR".

If such a contract is:

- for \$10,000 or more but less than \$120,000,
- or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more,

The bidder is required to be licensed as a "CLASS B CONTRACTOR".

If such a contract is:

- over \$1,000 but less than \$10,000,
- or if the Contractor does less than \$150,000 in business in a 12-month period,

The bidder is required to be licensed as a "CLASS C CONTRACTOR".

The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning Contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting their Contractor license number:

Licensed Class A Virginia Contractor No. Specialty: _____.

Licensed Class B Virginia Contractor No. Specialty: _____.

Licensed Class C Virginia Contractor No. Specialty: _____.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____.

License # _____ Type: _____.

Subcontractor Name: _____.

License # _____ Type: _____.

BIDDER'S CHECK LIST

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out with your bid.

Before sending in your bid, please make sure you have completed all of the following:

_____ Enclose two (2) sets of the Bid form (one marked original and one copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

_____ Bid Forms must be complete and have an original signature, preferably signed in blue ink.

_____ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If FedEx or UPS, please keep bid in a separate sealed envelope when placing it in the packaging.

_____ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

_____ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

FORMS

_____ Cover (First Page) of Invitation For Bid

_____ Bid Proposal Form Scope of Work

_____ Town of Berryville Vendor Registration/Update form

_____ W-9

_____ Certificate of Insurance

_____ Bid Bond

_____ Contractor License

BID BOND

KNOW ALL PERSON BY THESE PRESENTS, that _____ of _____ (hereafter designated as "Bidder"), is submitting herewith to Town of Berryville, Virginia (hereafter designated as "Town") a bid, in accordance with the Scope of Work for Paving, Milling, and Line Striping.

NOW THEREFORE, Bidder is organized and existing under by virtue of the law of the State/Commonwealth of _____, and authorized to transact business within the State of Virginia, as Surety, hereinafter called the "Surety", are held and firmly bound unto the Town in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted the accompanying bid dated _____, 2020 for the Town Paving, Milling, and Line Striping Project.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Town accepts the Bidder's bid, the Bidder shall, within the period specified therefore, complete the formal contract agreement and furnish the required contract performance bond and contract payment bond as provided in the Contract Documents, upon acceptance of said bid by the Town, or if the Town shall have failed to accept said bid within 30 days of the opening of the bid for this work, then this obligation shall be void and of no effect, but otherwise shall remain in full force and effect.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ date of _____, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

ATTEST:

By: _____
Corporate Secretary

Principal _____

By: _____

Address: _____

(Corporate Seal)

Principal _____

INVITATION FOR BID - PAVING, MILLING, AND LINE STRIPING
Bid Proposal Form - Scope of Work

Tyson Drive - From Hermitage Blvd. To End Of Pavement

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-In Joints	4; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	4,000 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	2,000 LF Approximate length; bidders to verify.		
Width of Road Varies	27 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	4; various lengths; bidder to verify.		
Tyson Drive - From Hermitage Blvd. To End Of Pavement - Total			\$

Hermitage Blvd. - From South Church St. to South Buckmarsh St.

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-In Joints	2; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	800 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	400 LF Approximate length; bidders to verify.		
Width of Road Varies	36 LF Approximate width; bidder to verify.		
Double Yellow Line Striping	140 LF Approximate length; VDOT approved paint; bidder to verify.		
White Line Striping	80 LF Approximate length; VDOT approved paint; bidder to verify.		
Left Turn Arrow (Thermos Burn Down)	1		
Combo Straight Right Turn Arrow (Thermos Burn Down)	1		
Cross Walk (Thermos Burn Down)	2; various lengths		
Stop Bars (Thermos Burn Down)	2; various lengths		
Hermitage Blvd. - From South Church St. to South Buckmarsh St. - Total			\$

East Fairfax Street - From First St. to Page St.

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	5; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	2,200 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	1,100 LF Approximate length; bidders to verify.		
Width of Road Varies	32 LF Approximate width; bidder to verify.		
Double Yellow Line Striping	90 LF Approximate length; VDOT approved paint; bidder to verify.		
Left Turn Arrow (Thermos Burn Down)	1		
Right Turn Arrow (Thermos Burn Down)	1		
Stop Bars (Thermos Burn Down)	3; various lengths; bidder to verify.		
East Fairfax Street - From First St. to Page St. - Total			\$

Stayman Drive - From Page St. to Cobbler Dr.

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	2; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	560 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	280 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	2; various lengths; bidder to verify.		
Stayman Drive - From Page St. to Cobbler Dr. - Total			\$

Stayman Drive - From Cobbler Dr. to Blossom Dr.

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	2; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	640 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	320 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	2; various lengths; bidder to verify.		
Stayman Drive - From Cobbler Dr. to Blossom Dr. - Total			\$

Blossom Drive - From East Fairfax St. to Cul-De-Sac

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	1; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	2,060 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	1,030 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	1; various lengths; bidder to verify.		
Blossom Drive - From East Fairfax St. to Cul-De-Sac - Total			\$

Cobbler Drive - From East Fairfax St. to Cul-De-Sac

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	1; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	2,300 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	1,150 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	1; various lengths; bidder to verify.		
Cobbler Drive - From East Fairfax St. to Cul-De-Sac - Total			\$

Page Street - From East Fairfax St. to Cul-De-Sac

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	1; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	3,240 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	1,710 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	1; various lengths; bidder to verify.		
Page Street - From East Fairfax St. to Cul-De-Sac - Total			\$

Academy Street Extended

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	7; various lengths marked with white paint; bidder to verify.		
Apply 1.5 Inches of SM 9.5 AL	370 LF Approximate length; bidders to verify.		
Width of Road Varles	19 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	1; various lengths; bidder to verify.		
Stone Shoulders (21B)	740 LF Approx. Length; 1 Foot Approx. width, bidder to verify.		
Academy Street Extended - Total			\$

Tyson Drive - From Hermitage Blvd. to Lincoln Ave.

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	2; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	540 LF Approximate length; bidder to verify.		
Apply 1.5 Inches of SM 9.5 AL	270 LF Approximate length; bidders to verify.		
Width of Road Varles	26 LF Approximate width; bidder to verify.		
Double Yellow Line Striping	270 LF Approximate length; VDOT approved paint; bidder to verify.		
"SCHOOL" Lettering (Thermos Burn Down)	Match existing; bidder to verify.		
Cross Walk (Thermos Burn Down)	2; various lengths; bidder to verify.		
Stop Bars (Thermos Burn Down)	2; various lengths; bidder to verify.		
Tyson Drive - From Hermitage Blvd. to Lincoln Ave. - Total			\$

Lincoln Avenue - From School Entrance to End of Pavement

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	1; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	360 LF Approximate length; bidder to verify.		
Apply 1.5 Inches of SM 9.5 AL	180 LF Approximate length; bidders to verify.		
Width of Road Varles	40 LF Approximate width; bidder to verify.		
Double Yellow Line Striping	80 LF Approximate length; VDOT approved paint; bidder to verify.		
Cross Walk (Thermos Burn Down)	1; various lengths; bidder to verify.		
Lincoln Avenue - From School Entrance to End of Pavement - Total			\$

Lindsay Court

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Curb Relief	1,600 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	580 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
Lindsay Court - Total			\$

Isaac Court

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Curb Relief	960 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	480 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
Isaac Court - Total			\$

Unit Pricing

Item Description	Unit of Measure	Unit Price	Amount
Mill Tie-In Joints	1 Linear Foot		
Mill Curb Relief	1 Linear Foot		
Apply 1.5 inches of SM 9.5AL	1 Linear Foot		
Apply 2 inches of SM 9.5AL	1 Linear Foot		
Double Yellow Line Striping	1 Linear Foot; VDOT Approved Paint		
White Line Striping	1 Linear Foot; VDOT Approved Paint		
SCHOOL Lettering (Thermos Burn Down)	Match Existing; VDOT Approved Paint		
Left Turn Arrow (Thermos Burn Down)	Each		
Right Turn Arrow (Thermos Burn Down)	Each		
Straight Arrow (Thermos Burn Down)	Each		
Combo Straight Right Turn Arrow (Thermos Burn Down)	Each		
Stop Bars (Thermos Burn Down)	1 Linear Foot; Thermo burn down application.		
Stone Shoulders (21B)	1 Cubic Foot		
Cross Walks (Thermos Burn Down)	1 Linear Foot; Thermo burn down application.		
Unit Pricing - Total			\$

GRAND TOTAL - SCOPE OF WORK \$

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed bid or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm: _____

Authorized Representative (Please Print): _____

Signature: _____

Title: _____

Date: _____



Town of Berryville General Terms and Conditions – Invitations for Bids

These General Terms and Conditions are required for use in written solicitations issued by the Town for procurements.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their bids, bidders certify to the Town of Berryville that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

During the performance of this contract, the contractor agrees as follows:

- A) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

EMPLOYMENT DISCRIMINATION PROHIBITED: Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

During the performance of this contract, the contractor agrees as follows:

- A) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- C) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their bids, bidders certify that they are not currently debarred by the Town of Berryville from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

MANDATORY USE OF TOWN TERMS AND CONDITIONS FOR IFBs: Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Town may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

BILL PAYMENT POLICY: The Town Treasurer shall make payment in full (unless an alternate payment plan has been agreed upon) for all goods delivered or services rendered within thirty days of receipt of the bill.

No goods or services shall be deemed received until such goods are completely delivered and found acceptable by the Department Head. For purposes of determining whether or not payment was made in accordance with this policy, payment in full shall be considered to be made on the date the check for payment was mailed or otherwise transmitted.

When a bill submitted to the Town of Berryville is incorrect or when there is a defect or impropriety in a bill submitted, the respective Department Head shall notify the creditor in writing prior to the date on which payment in full is due. The notice shall contain a description of the defect or impropriety and any other additional information to enable the creditor to correct the bill. Upon receiving a corrected bill, the Town of Berryville shall make payment in full on or before the thirtieth calendar day after receipt of the corrected bill.

SUBCONTRACTORS: All Offerors shall include a list of all subcontractors with their proposal. The Town reserves the right to reject the successful Offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the Offeror may replace that subcontractor with another subcontractor subject to the approval of the Town. Any such replacement shall be at no additional expense to the Town nor shall it result in an extension of time without the Town's approval.

A contractor awarded a contract under this solicitation is hereby obligated:

- A) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- B) To notify the Town and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

PRECEDENCE OF TERMS: In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF BIDDERS: The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Town further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

- A) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B) The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - 3) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided

by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

TAXES: Sales to the Town are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, unless otherwise provided in the Invitation for Bid, the name of a certain brand does not restrict bidders to a specific brand, make or manufacturer's name, but conveys the general style, type, character and quality of the article desired. Any article that the Town, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended shall be acceptable. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

TRANSPORTATION AND PACKAGING: By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Unless cancelled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds allocated funds, the town may negotiate with the apparent low bidder to obtain a contract price within allocated funds.

A) Procedures for negotiations. If the town wishes to negotiate with the apparent low bidder to obtain a contract price within allocated funds, negotiations shall be conducted in accordance with the following procedures:

- 1) The using agency shall provide the director of public works, in the case of construction projects, and the procurement officer, in all other matters, with a written determination that the apparent low bid exceeds allocated funds. Said determination shall be confirmed in writing by the treasurer or his/her designee. The using agency may also provide the appropriate officer/director with a suggested reduction in scope for the proposed purchase.
- 2) The appropriate officer/director shall advise the lowest responsible bidder, in writing, that the proposed purchase exceeds allocated funds. He may further suggest a reduction in scope for the proposed purchase, and invite the lowest responsible bidder to amend its bid proposal based upon the proposed reduction in scope.
- 3) Repetitive informal discussions with the lowest responsible bidder for purposes of obtaining a contract within allocated funds shall be permissible.
- 4) The lowest responsible bidder shall submit an addendum to its bid, which addendum shall include any change in scope for the proposed purchase, the reduction in price and the new contract value.
- 5) If the proposed addendum is acceptable to the town, the town may award a contract within funds allocated to the lowest responsible bidder based upon the amended bid proposal.

- 6) If the town and the lowest responsible bidder cannot negotiate a contract within allocated funds, all bids shall be rejected.

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 as well as any other insurance requirements laid out in the request for bid or proposal. The Town requires minimum insurance amounts as recommended by the Virginia Municipal League. 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 coverages 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. The Town Manager is authorized to amend coverages and limits as required. Such amendments shall be provided in writing and specifically state that established coverages and limits differ from those provided in the Town's General Terms and Conditions.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

General services contracts or leases:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
 - \$3 million General Aggregate that applies on a per project basis
 - \$3 million Products/Completed Operations Aggregate
 - \$1 million Per Person or Organization (Personal and Advertising Injury)
- Owned and/or Non-Owned Automobile Liability-**\$1,000,000 each accident
Workers Compensation Insurance -\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit (unless sole proprietor)
Excess Liability-\$1,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Minor Construction Contracts (\$99,999.99 or less):

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
 - \$3 million General Aggregate that applies on a per project basis
 - \$3 million Products/Completed Operations Aggregate
 - \$1 million Per Person or Organization (Personal and Advertising Injury)
- Owned and/or Non-Owned Automobile Liability-**\$1,000,000 each accident
Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit
Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period (only if consulting or designing is involved).
Excess Liability-\$3,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Major Construction (more than \$100,000) or Hazardous contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
 - \$3 million General Aggregate that applies on a per project basis
 - \$3 million Products/Completed Operations Aggregate
 - \$1 million Per Person or Organization (Personal and Advertising Injury)
- Owned and/or Non-Owned Automobile Liability-**\$1,000,000 each accident
Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-Refer to Risk Manager-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period. Important if designing or consulting is performed).
Excess Liability- Refer to Risk Manager-\$5,000,000 each (CGL/AL/EL) occurrence/\$5,000,000 Annual Policy Aggregate

Professional services contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three-year extended reporting period).

Cyber or Identity Breach Liability-\$1,000,000 each identity breach

Excess Liability-\$3,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Design Professional Services and Surveyors contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three-year extended reporting period).

Excess Liability-\$3,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

The Town shall be a named as an additional insured on any policy obtained by Contractor/ Subcontractor/Vendor/Lessee pursuant to this paragraph. Contractor shall furnish the Town with all Certificates of Insurance that indicate(s) adequate insurance coverage has been obtained. Contractor shall furnish the Town with an additional insured endorsement.

HOLD HARMLESS AGREEMENT: Contractor shall attach to each liability insurance policy, with the exception of Worker's Compensation, the following endorsement: "Contractor and all subcontractors shall save Town harmless from any and all claims, damages, liabilities, expenses of litigation, including attorney's fees, and losses arising out of injury to, or death of, any of Contractor's employees or any other person while on or about Town's premises or job site in connection with any matters relating to or arising out of the performance of this Contract. It is understood an agreed that the Contractor is at all times acting as an independent contractor."

ADDITIONAL REQUIREMENTS: During the performance of the Work described in the Contract Documents, the Contractor agrees to:

- A) Employment discrimination by contractor prohibited; required contract provisions (see § 2.2-4311 of the Code of Virginia)
- B) Compliance with federal, state, and local laws and federal immigration law; required contract provisions (see § 2.2-4311.1 of the Code of Virginia)

- C) Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth (see § 2.2-4311.2 of the Code of Virginia)
- D) Drug-free workplace to be maintained by contractor; required contract provisions (see § 2.2-4312 of the Code of Virginia)
- E) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- F) Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.



Town of Berryville
Vendor Registration/Update

Please fill out the information below and the attached W-9 form to be registered as a vendor with the Town of Berryville.

Your company's legal name: _____

Business Type: _____

What kind of products/services does your company offer?

Company Website: _____

Company Address: _____

City _____

State _____ ZIP Code _____

Name of person representing the company: _____

Phone: _____ Fax: _____

Email: _____

Payment Method: _____ Check _____ P-card

***If you accept VISA, you are required to accept P-card payments.**

For Town Office Use Only

Certificate of Insurance Required: _____ Yes _____ No

Contractor's License Required: _____ Yes _____ No

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																								
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Berryville Town Council Item Report Summary
April 14, 2020**

Item Title

New Business - COVID-19 Emergency-related Matters

Prepared By

Background/History/General Information

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

1. COVID matters

Recommendation

Sample Motion

COVID-19 Related Matters

The Town Council has before it several COVID-19 pandemic-related items on which action should be taken. Those items are:

- 1) **Resolution Confirming Clarke County's Declaration of a Local Emergency:** Clarke County is responsible for emergency management within its boundaries; therefore their emergency declaration included the Town of Berryville. This measure is taken to address any need for a specific declaration by the Town.
- 2) **Emergency Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with the COVID-19 Pandemic Disaster:** Provisions of the Virginia Code require that public meetings and public hearings be advertised and conducted in accordance with specific standards designed to safeguard principles of open government. Some of these requirements not only are impractical during this emergency, they may also prove to be counterproductive to social distancing measures intended to reduce the reach of the COVID-19 virus. The ordinance in question permits the Town to adopt measures to ensure public participation in the decisions of government while practicing social distancing. This authorization is temporary and may be in effect no more than six months.
- 3) **Resolution Authorizing the Adoption of Procedures for Electronic Public Meetings and Public Hearings to Ensure the Continuity of Government During the COVID-19 Pandemic Disaster:** Provisions of the Virginia Code require that public meetings and public hearings be advertised and conducted in accordance with specific standards designed to safeguard principles of open government. Some of these requirements not only are impractical during this emergency, they may also prove to be counterproductive to social distancing measures intended to reduce the reach of the COVID-19 virus. The resolution in question permits the Town to adopt measures to ensure public participation in the decisions of government while practicing social distancing. This authorization is temporary and may be in effect no more than six months.
- 4) **Amendment to the Berryville Town Council Operating Procedures – Electronic Participation in Meetings from Remote Locations:** The proposed amendment, addition of a section titled "Exceptions," provides for changes in procedures related to electronic participation in public meetings necessitated by emergency declarations.

- 5) **Town of Berryville Public Meeting and Public Hearing Practices and Procedures Applied During the COVID-19 Pandemic Disaster:** The three previous items will permit the Council to adopt practices and procedures for public meetings in the midst of the COVID-19 pandemic disaster. This item establishes those practices and procedures.

- 6) **Ordinance Temporarily Adjusting Late Fees and Interest Charged on Delinquent Real Estate Taxes:** Communities across the nation are working to address the needs of their citizens during this crisis. Some localities have moved real estate tax due dates, but staff recommends leaving the Town's due date the same. Staff recommends setting late fees and interest charged to \$0.00 and 0% respectively from April 15, 2020 to September 15, 2020.

- 7) **Ordinance Temporarily Suspending Late Payment Penalties, Interest, and Disconnection/Reconnection Fees on Delinquent Water and Sewer Bills:** Communities across the nation are working to address the needs of their utility customers during this crisis. Staff recommends suspending late payment related fees and interest from April 15, 2020 to June 15, 2020.

- 8) **Town of Berryville Resolution Concerning Governor Northam's Proposal to Cancel and Reschedule Municipal Elections:** Governor Northam announced that he will request that the General Assembly cancel the scheduled May municipal elections throughout Virginia. He further proposes that the absentee ballots that have been cast as of the date of the cancelation of the election be discarded and a new election date be set for November 3, 2020. The Governor's proposal presents many challenges to local governments, including Berryville; therefore staff recommends that the Council consider taking a position opposing the proposal. The resolution in question calls for the election to occur as scheduled if it can be done safely. If the General Assembly determines that the May election can't be held because of public health concerns, then the resolution requests that the election be delayed no later than June 23, 2020.

Recommended Action

Adopt the eight COVID-19 related measures. These measures can be considered as a package (see motion below) or individually.

Sample Motion

I move that the Council of the Town of Berryville adopt the attached measures to address the COVID-19 pandemic emergency.

**TOWN OF BERRYVILLE
RESOLUTION CONFIRMING CLARKE
COUNTY'S DECLARATION OF A LOCAL
EMERGENCY
COVID-19 Virus
Virginia Code § 44-146.21**

WHEREAS, President Trump declared a Public Health Emergency related to the COVID-19 virus on January 31, 2020 followed by two National Emergency Declarations on March 13, 2020; and

WHEREAS, the World Health Organization characterized the spread of the COVID-19 virus as a pandemic on March 11, 2020 and Governor Northam declared a state of emergency on March 12, 2020 related to the COVID-19 virus; and

WHEREAS, the COVID-19 virus and its continued spread pose an imminent threat to the public health and safety of the residents of Berryville and Clarke County, and the consequences of the virus are of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate any potential damage, hardship, suffering, or possible loss of life; and

WHEREAS, on March 17, 2020 the Clarke County Board of Supervisors adopted a Declaration of Local Emergency in which it found that the COVID-19 pandemic constitutes a "disaster as defined in Virginia Code § 44-146.21; and

WHEREAS, the Council finds that COVID-19 constitutes a real and substantial threat to the public health and safety and constitutes a "disaster" as defined in Virginia Code § 44-146.21, being a "communicable disease of public health threat."

NOW THEREFORE, BE IT RESOLVED, that the Berryville Town Council confirms the declaration of a local emergency by the Clarke County Board of Supervisors on March 17, 2020 and as much as is necessary also declares a local emergency because of the COVID-19 pandemic.

APPROVED

DATE

Patricia Dickinson, Mayor

ATTEST

Harry Lee Arnold, Jr., Recorder

Z.

TOWN OF BERRYVILLE

EMERGENCY ORDINANCE TO EFFECTUATE TEMPORARY CHANGES IN CERTAIN DEADLINES AND TO MODIFY PUBLIC MEETING AND PUBLIC HEARING PRACTICES AND PROCEDURES TO ADDRESS CONTINUITY OF OPERATIONS ASSOCIATED WITH THE COVID-19 PANDEMIC DISASTER.

WHEREAS, on March 12, 2020, Governor Ralph S. Northam issued Executive Order Fifty-one declaring a state of emergency for the Commonwealth of Virginia arising from the novel Coronavirus (COVID-19) pandemic; and

WHEREAS, Executive Order Fifty-One acknowledged the existence of a public health emergency which constitutes a disaster as defined by Virginia Code § 44-146.16 arising from the public health threat presented by a communicable disease anticipated to spread; and

WHEREAS, Executive Order Fifty-One ordered implementation of the Commonwealth of Virginia Emergency Operations Plan, activation of the Virginia Emergency Operations Center to provide assistance to local governments, and authorization for executive branch agencies to waive "any state requirement or regulation" as appropriate; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency, beginning March 1, 2020, in response to the spread of COVID-19; and

WHEREAS, on March 17, 2020, the Clarke County Board of Supervisors adopted a declaration of local emergency in which they specifically determined that the COVID-19 Pandemic constitutes a "disaster" as defined in

Virginia Code

§44-146.16, being a "communicable disease of public health threat;" and

WHEREAS, on April 14, the Berryville Town Council adopted a declaration of local emergency specifically finding that the COVID-19 pandemic constitutes a "disaster" as defined in Virginia Code § 44-146.16, being a "communicable disease of public health threat," and confirming the declaration of the Clarke County Board of Supervisors; and

WHEREAS, the Council finds that COVID-19 constitutes a real and substantial threat to public health and safety and constitutes a "disaster" as defined by Virginia Code §44-146.16 being a "communicable disease of public health threat;" and

WHEREAS, Virginia Code § 15.2-1413 provides that, notwithstanding any contrary provision of law, a locality may, by ordinance, provide a method to assure continuity of government in the event of a disaster for a period not to exceed six months; and

WHEREAS, Virginia Code § 44-146.21(C) further provides that a local director of emergency management or any member of a governing body in his absence may upon the declaration of a local emergency "proceed without regard to time-consuming procedures and formalities prescribed by law (except mandatory constitutional requirements) pertaining to performance of public work;" and

WHEREAS, Virginia Code § 2.2-3708.2(A)(3) allows, under certain procedural requirements including public notice and access, that members of Council may convene solely by electronic means "to address the emergency;" and

WHEREAS, the open public meeting requirements of the Virginia Freedom of

Information Act (FOIA) are limited only by a properly claimed exemption provided under that Act or "any other statute;" and

WHEREAS, the Governor and Health Commissioner of the Commonwealth of Virginia and the President of the United States have recommended suspension of public gatherings of more than ten attendees; and

WHEREAS, the Attorney General of Virginia issued an opinion dated March 20, 2020 stating that localities have the authority during disasters to adopt ordinances to ensure the continuity of government; and

WHEREAS, this emergency ordinance in response to the disaster caused by the COVID-19 pandemic promotes public health, safety, and welfare and is consistent with the law of the Commonwealth of Virginia, the Constitution of Virginia, and the Constitution of the United States of America:

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Berryville, Virginia:

1. That the COVID-19 pandemic makes it unsafe to assemble in one location a quorum for public bodies including the Council, the Planning Commission, Berryville Area Development Authority, Board of Zoning Appeals, and all local and regional boards, commissions, committees, and authorities created by the Council or to which the Council appoints all or a portion of its members (collectively "Public Entities" and individually "Public Entity"), or for such Public Entities to conduct meetings in accordance with normal practices and procedures.
2. That in accordance with Virginia Code § 15.2-1413, and notwithstanding any contrary provision of law, general or special, the following emergency procedures

are adopted to ensure the continuity of government during this emergency and disaster:

- a. Any meeting or activities which require the physical presence of members of the Public Entities may be held through real-time electronic means (including audio, telephonic, video, or other practical electronic medium) without a quorum physically present in one location; and
- b. Prior to holding any such electronic meeting, the Public Entity shall provide public notice of at least 3 days in advance of the electronic meeting, identifying how the public may participate or otherwise offer comment; and
- c. Any such electronic meeting of Public Entities shall state on its agenda and at the beginning of such meeting that it is being held pursuant to and in compliance with this Ordinance; identify Public Entity members physically and/or electronically present; identify the persons responsible for receiving public comment; and identify notice of the opportunities for the public to access and participate in such electronic meeting; and
- d. Any such electronic meeting of the Public Entities shall be open to electronic participation by the public and closed to in-person participation by the public; and
- e. For any matters requiring a public hearing, public comment may be solicited by electronic means in advance and shall also be solicited through telephonic or other electronic means during the course of the electronic meeting. All such public comments will be provided to members of the Public Entity at or before the electronic meeting and made part of the record for such meeting; and

- f. The minutes of all electronic meetings shall conform to the requirements of law, identify how the meeting was conducted and members participating, and specify what actions were taken at the meeting. The Public Entities may approve minutes of an electronic meeting at a subsequent electronic meeting and shall later approve all such minutes at a regular or special meeting after the emergency and disaster has ended.

IT IS FURTHER ORDAINED that notwithstanding any provision of law, regulation, or policy to the contrary, any deadlines requiring action by a Public Entity, its officers, and employees of its organization, shall be suspended during this emergency and disaster. However, the Public Entities, officers, and employees thereof are encouraged to take such action as is practical and appropriate to meet those deadlines. Failure to meet any such deadlines shall not constitute a default, violation, approval, recommendation, or otherwise.

IT IS FURTHER ORDAINED, that non-emergency public hearings and action items of Public Entities may be postponed to a date certain provided that public notice is given so that the public are aware of how and when to present their views.

IT IS FURTHER ORDAINED, that the provisions of this Emergency Ordinance shall remain in full force and effect for a period of 60 days, unless amended, rescinded, or readopted by the Council in conformity with the notice provisions set forth in Virginia Code §15.2-1427, but in no event shall such ordinance be effective for more than 6 months. Upon rescission by the Council or automatic expiration as described herein, this emergency ordinance shall terminate and normal practices and procedures of government shall resume.

Nothing in this Emergency Ordinance shall prohibit Public Entities from holding in-person public meetings, provided that public health and safety measures as well as social distancing are taken into consideration.

An emergency is deemed to exist, and this ordinance shall be effective upon its adoption. ADOPTED by the Town Council on the 14th of April 2020.

APPROVED

Patricia Dickinson, Mayor

ATTEST:

Harry Lee Arnold, Jr., Recorder

3.

RESOLUTION OF COUNCIL OF THE TOWN OF BERRYVILLE

AUTHORIZING THE ADOPTION OF PROCEDURES FOR ELECTRONIC PUBLIC MEETINGS AND PUBLIC HEARINGS TO ENSURE THE CONTINUITY OF GOVERNMENT DURING THE COVID-19 PANDEMIC DISASTER

WHEREAS, on March 12, 2020, Governor Ralph S. Northam issued Executive Order Fifty-one declaring a state of emergency for the Commonwealth of Virginia arising from the novel Coronavirus (COVID-19) pandemic; and

WHEREAS, Executive Order Fifty-One acknowledged the existence of a public health emergency which constitutes a disaster as defined by Virginia Code § 44-146.16 arising from the public health threat presented by a communicable disease anticipated to spread; and

WHEREAS, Executive Order Fifty-One ordered implementation of the Commonwealth of Virginia Emergency Operations Plan, activation of the Virginia Emergency Operations Center to provide assistance to local governments, and authorization for executive branch agencies to waive "any state requirement or regulation" as appropriate; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency, beginning March 1, 2020, in response to the spread of COVID-19; and

WHEREAS, on March 17, 2020, the Clarke County Board of Supervisors adopted a declaration of local emergency specifically finding that the COVID-19 pandemic constitutes a "disaster" as defined in Virginia Code § 44-146.16, being a "communicable disease of public health threat;" and

WHEREAS, on April 14, the Berryville Town Council adopted a declaration of local emergency specifically finding that the COVID-19 pandemic constitutes a "disaster" as defined in Virginia Code § 44-146.16, being a "communicable disease of public health threat" and confirming the declaration of the Clarke County Board of Supervisors; and

WHEREAS, Virginia Code § 15.2-1413 provides that, notwithstanding any contrary provision of law, a locality may, by ordinance, provide a method to assure continuity of government in the event of a disaster for a period not to exceed six months; and

WHEREAS, on April 14, 2020, the Town Council of the Town of Berryville, pursuant to Virginia Code § 15.2-1413, adopted an Emergency Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with Pandemic Disaster ("Emergency Ordinance"); and

WHEREAS, through its Emergency Ordinance, the Council specifically found that COVID-19 constitutes a real and substantial threat to public health and safety and constitutes a "disaster" as defined by Virginia Code § 44-146.16, being a "communicable disease of public health threat;" and

WHEREAS, through its Emergency Ordinance, the Council further found that the COVID-19 pandemic makes it unsafe to assemble in one location a quorum for public bodies including the Council, the Planning Commission, Berryville Area Development Authority, Board of Zoning Appeals, and all local and regional boards, commissions, committees, and authorities created by the Council or to which

the Council appoints all or a portion of its members (collectively "Public Entities" and individually "Public Entity"), or for such Public Entities to conduct meetings in accordance with normal practices and procedures; and

WHEREAS, through its Emergency Ordinance, the Council adopted certain procedures to ensure the continuity of government during the COVID-19 pandemic disaster ("Continuity Procedures"), suspended any deadlines applicable to Public Entities and their staff during the COVID-19 disaster, and authorized Public Entities, at their discretion, to postpone non-emergency public hearings and action items during the disaster;

NOW, THEREFORE, BE IT RESOLVED that the Berryville Town Council hereby incorporates by reference and adopts the Continuity Procedures prescribed in the Emergency Ordinance, a copy of which is attached hereto; and

BE IT FURTHER RESOLVED that the Council of Town of Berryville hereby authorizes and directs its officers and staff to take all steps reasonably necessary or appropriate to implement such Continuity Procedures and to develop any specific procedures as applicable and appropriate for the Town of Berryville, provided that such specific procedures are consistent with the terms and conditions of the Emergency Ordinance; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption and shall remain in effect during the pendency of the Emergency Ordinance including for any applicable period upon the re-adoption of the Emergency Ordinance by Council.

ADOPTED by the Berryville Town Council on the 14th day of
April 2020.

APPROVED

Patricia Dickinson, Mayor

ATTEST:

Harry Lee Arnold, Jr., Recorder

4.

Berryville Town Council
Operating Procedures

Electronic Participation In Meetings from Remote Locations #2016-7-1

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Except as provided hereafter, Town Public Bodies do not conduct meetings wherein the public business is discussed or transacted through telephonic, video, electronic, or other communication means where the members are not physically assembled.

I. Quorum Physically Assembled

A member of a Town public body may participate in a meeting through electronic communication means from a remote location that is not open to the public:

1. If, on or before the day of a meeting, the member notifies the Mayor or Chairman that he or she is unable to attend the meeting ~~due to~~ because of an emergency or personal matter and identifies with specificity the nature of the emergency or personal matter, and the public body
 - a. approves the member's participation by a majority vote of the members present at a meeting and
 - b. records in its minutes the specific nature of the emergency or personal matter and the remote location from which the member participated.

In deciding whether or not to approve a member's request to participate from a remote location, the public body shall not consider the identity of the member making the request or the matters that will be considered or voted on at the meeting.

If a member's participation from a remote location is disapproved, such disapproval will be recorded in the minutes with specificity.

Such participation by a member shall be limited each calendar year to two meetings or 25 percent of the meetings of the public body, whichever is fewer; or

2. If a member notifies the Mayor or Chairman that he or she is unable to attend a meeting ~~due to~~ because of a temporary or permanent disability or other medical condition that prevents the member's physical attendance, and the public body records in the minutes this fact and the remote location from which the member participated ~~in its minutes~~.

A member may participate in a meeting by electronic means pursuant to this section only when:

- a quorum of the public body is physically assembled at the primary or central meeting location; and

Berryville Town Council
Operating Procedures

Electronic Participation In Meetings from Remote Locations #2016-7-1

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- the public body makes arrangements for the voice of the remote participant to be heard by all persons at the primary or central meeting location.

II. Quorum Not Physically Assembled

The public body may meet by electronic communication means without a quorum physically assembled at one location when the Governor has declared a state of emergency in accordance with Va. Code § 44-146.17, provided

- the catastrophic nature of the declared emergency makes it impracticable or unsafe to assemble a quorum in a single location, and
- the purpose of the meeting is to address the emergency.

If it holds a meeting pursuant to this section, the public body shall

- give public notice using the best available method given the nature of the emergency, contemporaneously with the notice provided members of the public body;
- make arrangements for public access to the meeting;
- make available to the public, at the time of the meeting, agenda packets and all materials, unless exempt, that will be distributed to members of the public body and that have been made available to the public body's staff in sufficient time for duplication and forwarding to all locations at which public access will be provided;
- record minutes of the meeting; and
- record in the minutes votes taken by name in roll-call fashion.

For any meeting conducted pursuant to this section, the nature of the emergency, the fact that the meeting was held by electronic communication means and the type of electronic communication means by which the meeting was held shall be stated in the minutes of the meeting. In addition, at such meetings the public body will make available to the public a public comment form prepared by the Virginia Freedom of Information Advisory Council.

Berryville Town Council
Operating Procedures

Electronic Participation In Meetings from Remote Locations #2016-7-1

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III. Reporting

If the public body meets by electronic means, it shall make a written report of the following to the Virginia Freedom of Information Advisory Council and the Joint Commission on Technology and Science by December 15 of each year:

- the total number of electronic communication meetings held that year.
- the dates and purposes of the meetings.
- a copy of the agenda for each meeting.
- the number of sites for each meeting.
- the types of electronic communication means by which the meetings were held.
- the number of participants, including members of the public, at each meeting location.
- the identity of the members of the public body recorded as absent and those recorded as present at each meeting location.
- a summary of any public comment received about the electronic communication meetings.
- a summary of the public body's experience using electronic communication meetings, including its logistical and technical experience.

IV. EXCEPTIONS

Nothing in this policy shall prevent the Council from acting in accordance with special provisions of emergency declarations of the President of the United States or the Governor of Virginia and determinations of the Council made in accordance with said declarations. Where provisions of this policy conflict with such emergency declarations, the provisions of said declaration of the President or Governor and determinations made in accordance with said declarations shall apply.

Berryville Town Council
Operating Procedures

Electronic Participation In Meetings from Remote Locations #2016-7-1

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Adopted: 7/8/16

Revised:

Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-3708, 2.2-3708.1, 2.2-3710.

5.

TOWN OF BERRYVILLE

Public Meeting and Public Hearing Practices and Procedures Applied During the COVID-19 Pandemic Disaster

In accordance with the Emergency Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with the Pandemic Disaster adopted on April 14, 2020, the Council of the Town of Berryville establishes the following practices and procedures for public meetings and public hearings held by public bodies of the Town of Berryville during the declared COVID-19 Pandemic Emergency. These practices and procedures shall remain in effect as long as the Pandemic Disaster declaration is valid and in effect.

The Town of Berryville remains committed to transparent governance. This being the case, the Town Council and Town's appointed boards and commissions will encourage and facilitate a high level of public engagement and participation during this emergency while at the same time protecting the public health.

Public Meetings

All meetings of the Town's public bodies shall be open to the public, except for closed meetings called in accordance with the Virginia Freedom of Information Act. However, during this declared disaster, public meetings will be held electronically as necessary to protect the public health. Such meetings will be conducted in accordance with state and local COVID-19 pandemic Disaster determinations, orders, and ordinances.

Meetings held electronically will be open to electronic participation by the public but closed to in-person participation by the public. At a minimum, the Town shall broadcast the audio of public meetings in as close to real time as is possible with the Town's equipment and technology.

Notice of all public meetings shall be provided on the Town's website not less than three (3) days before the meeting. The notice of the meeting shall identify agenda items and how the public may participate or otherwise offer comment on matters being considered.

Minutes of all meetings shall be kept in accordance with adopted state and local COVID-19 pandemic disaster determinations, orders and ordinances. Adopted minutes shall be posted on the Town's website.

Public Hearings

Certain business that requires a public body to hold a public hearing must be conducted during the declared emergency. Such public hearings shall be limited to those matters necessary to continue vital services of government or meet legal obligations.

Public hearing notices shall be advertised as required by the Virginia Code. The notice shall identify how the public may participate and provide comment to the public body in advance of and during the meeting.

Adopted by Town Council on _____.

6.

An Ordinance to Temporarily Suspend the Assessment of Late Payment Fees and Interest on Delinquent Real Estate Taxes

BE IT ORDAINED, by the Council of the Town of Berryville, in accordance with Sections 16-3 and 16-3.1 of the Berryville Code, that it hereby suspends the assessment of late fees and interest on delinquent real estate tax bills; with such suspension becoming effective on April 15, 2020 and remaining in effect until September 15, 2020.

VOTE:

Aye:

Nay:

Abstain:

Absent:

Signed:

Patricia Dickinson, Mayor

Date: _____

ATTEST:

Harry Lee Arnold, Jr. Recorder

Date: _____

7.

An Ordinance to Temporarily Suspend the Assessment of Late Payment Fees, Interest, and Disconnection/Reconnection Fees on Delinquent Water and Sewer Accounts

BE IT ORDAINED, by the Council of the Town of Berryville, in accordance with Section 17-58 of the Berryville Code, that it hereby suspends the assessment of late fees, interest, and disconnection/reconnection fees on delinquent water and sewer accounts; with such suspension becoming effective on April 15, 2020 and remaining in effect until June 15, 2020.

VOTE:

Aye:

Nay:

Abstain:

Absent:

Signed: _____
Patricia Dickinson, Mayor

Date: _____

ATTEST: _____
Harry Lee Arnold, Jr. Recorder

Date: _____

8.

Town of Berryville Resolution Concerning Governor Northam's Proposal to Cancel and Reschedule the Municipal Elections

WHEREAS, Governor Northam proposes that municipal elections scheduled for May 5, 2020 be canceled and rescheduled for November 3, 2020 because of the COVID-19 emergency; and

WHEREAS, the Governor's proposal would necessitate discarding all ballots cast prior to the date the election is canceled; and

WHEREAS, the proposal would require candidates who have qualified for the election to re-qualify; and

WHEREAS, costs incurred to date by localities will have been spent needlessly and additional expense will be incurred in November; and

WHEREAS, the Town Council shares Governor Northam's mission of safeguarding public health and is confident that the May election can be conducted in a manner that both safeguards safety and preserves the right of each citizen to elect municipal representatives;

NOW THEREFORE, BE IT RESOLVED, that the Berryville Town Council opposes cancelation of its May election; and

BE IT FURTHER RESOLVED, that if it is determined that conducting the election on May 5, 2020 is unsafe because of the COVID-19 emergency, then the date of the election should be delayed to no later than June 23, 2020, with elected officials taking office as planned on July 1, 2020.

APPROVED

DATE

Patricia Dickinson, Mayor

ATTEST:

Harry Lee Arnold, Jr.

**Berryville Town Council Item Report Summary
April 14, 2020**

Item Title

Council Member Reports - None anticipated.

Prepared By

Background/History/General Information

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

Recommendation

Sample Motion

Report of the Department of Public Works April 5, 2020

During the past several weeks we have received several calls related to possible sewer main blockages. Public Works responded to all calls and found the problems to be in the private laterals. Once we identified the problem we advised the homeowner to contact their plumber.

The construction of Fellowship Square and Shenandoah Crossing is progressing at a very good rate. The sewer main tie-ins at Pedal and Page Street and on East Fairfax Street are now completed. The sewer main at both locations has been extended to the new subdivisions. The contractor is now installing storm sewer in Shenandoah Crossing and is continuing installing sanitary sewer in Fellowship Square.

Heritage Site Development is the contractor that is doing all the site work for D R Horton. They are doing a good job communicating with the Town and keeping us informed of their work schedules and any problems that need our attention.

The renovation of the playground in Rose Hill Park is nearing completion. There are few minor adjustments to the new equipment that need to be done prior to opening the new equipment for use. Now since the weather is improving Public Works will begin the task of painting the existing playground equipment to match the color of the playset.

Berryville Utilities March Operations Report

The Utilities Department continues to provide quality services for the Town in March with both facilities exceeding requirements. The water facility has sent 10.169 MGD of water to the distribution system with an average daily flow of 0.391 MG and a max daily flow of 0.704 MG. The wastewater facility has treated a total of 8.62 MG in March with a daily average of 0.28 MG and a daily max of 0.34 MG.

As a result of the COVID-19 threat, we have changed our staffing and work schedule to reduce the amount of time we spend together while allowing time with multiple people on staff to accommodate those jobs which require multiple personnel. The schedule changes also provide for multiple people scheduled for the weekend in case of an illness providing redundant coverage seven days per week. We have also separated operations into water and wastewater treatment to further limit interactions. Shifts will rotate every four weeks to ensure that everyone stays in touch with both facilities.

Also as a result of COVID-19 we have been researching methods to find redundancy for our staffing. At this time we have an informal agreement with the Town of Purcellville to assist each other with staffing should the need arise. We are fortunate to share similar treatment facilities. Additionally, I am looking into the VA-WARN system, a state wide association which has formal agreements in place to assist each other in times of need. More information on this program is coming and will be provided to Mr. Dalton for review in the coming week.

A copy of the water facility page 1 MOR and the summary report for the wastewater DMR with data received to date are attached for review.

Water Treatment

Water operations have had a few minor glitches in March. First as weather starting to warm we again started to have issues with Chlorination at the treatment plant. As we already had plans for redirecting the chlorine feed through a new line, we stepped up the time of installation and are now using the new feed line. One advantage of the line is that it is all open and easily inspected and replaced if needed. We have had no further issues since the line replacement.

We have received notice from the VDH that we exceeded the HAA5 Operational Review Level for the last quarter of 2019. This is not an exceedence of a requirement but an indicator that we were close to the allowable levels. An operational review found several issues which combined may have caused the increased level of HAA5 in our system and all had been addressed before the end of last quarter. Results for this quarter were lower.

Wastewater

The wastewater facility continues to produce a good quality effluent. We had a representative on site for a few days from Lakeside to assist with drum screen repairs and provide instruction for our operations staff on servicing the units. Efficiency of the screens are greatly improved as a result.

p. 182A

In the process of providing maintenance on our Acid Cleaning system for the membranes, we found that in the past someone had likely overflowed the acid tank and tried to neutralize it with lime. This corrosive mix penetrated the epoxy liner in the containment area and severely damaged the containment area. At this time we have removed all acid cleaning equipment from over the containment and are working to clean and neutralize the remaining concrete. We will complete repairs and return the equipment to service as we can find time to complete the work.

We have processed 300,731 gallons of biosolids in March and between the two facilities have completed 165 maintenance work orders. Due to some staffing shortages we are behind in work order completion but should catch up quickly.

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Berryville STP Monthly DMR Data

March 2020

Date	Effluent Flow MGD	Eff pH SU	Eff Temp Deg C	Eff CBOD mg/l	Eff CBOD KG/D	Eff TSS mg/l	Eff TSS KG/D	Effluent DO River mg/l	Effluent DO WWTP mg/l	Effluent NO3 mg/l	Eff TN mg/l	Eff TN KG/D	Eff Total N mg/l
3/1/2020	0.31	7.5	14.8						9.9				
3/2/2020	0.30	7.5	14.3	4.00	4.56				10.6	0.05	0.49	0.56	0.54
3/3/2020	0.30	7.8	10.6	3.00	3.38				10.6				
3/4/2020	0.30	7.1	14.4						10.4				
3/5/2020	0.34	7.4	14.5	4.00	5.09			10.4	10.1	5.27	0.87	1.11	6.14
3/6/2020	0.34	7.5	14.9						10.5				
3/7/2020	0.30	7.5	14.0						10.1				
3/8/2020	0.19	7.5	14.6						10.0				
3/9/2020	0.20	7.5	14.6	3.00	2.24				9.4	2.12	1.12	0.84	3.24
3/10/2020	0.27	7.4	15.4	3.00	3.09				9.8	1.04	1.05	1.08	2.09
3/11/2020	0.27	7.4	15.4						9.4				
3/12/2020	0.29	7.4	15.8	5.00	5.56			10.1	9.7	0.26	1.05	1.17	1.31
3/13/2020	0.30	7.5	16.0						9.1				
3/14/2020	0.30	7.4	17.0						8.6				
3/15/2020	0.29	7.4	16.7						9.6				
3/16/2020	0.28	7.5	15.4	4.00	4.24				10.1	2.20	1.12	1.19	3.32
3/17/2020	0.28	7.5	15.9	2.00	2.15				9.8				
3/18/2020	0.28	7.5	15.9						9.4				
3/19/2020	0.25	7.5	15.7	2.00	1.88			11.6	9.6	1.81	1.06	1.00	2.87
3/20/2020	0.25	7.5	17.1						9.6				
3/21/2020	0.29	7.5	16.4						9.4				
3/22/2020	0.30	7.5	16.0						9.2				
3/23/2020	0.26	7.4	15.7	3.00	3.20	0.00	0.00		8.5	5.25	1.02	1.09	6.27
3/24/2020	0.22	7.5	15.0	3.00	2.54				9.2				
3/25/2020	0.23	7.5	15.7						8.8				
3/26/2020	0.18	7.4	16.8					9.3	8.8				
3/27/2020	0.30	7.6	16.1						9.1				
3/28/2020	0.30	7.2	16.8						9.6				
3/29/2020	0.29	7.2	17.1						9.4				
3/30/2020	0.30	7.9	21.9						9.6				
3/31/2020	0.29	8.0	16.9						9.3				
Minimum	0.18	7.1	10.6	2.00	1.88	0.00	0.00	9.3	8.5	0.05	0.49	0.56	0.54
Maximum	0.34	8.0	21.9	5.00	5.56	0.00	0.00	11.6	10.6	5.27	1.12	1.19	6.27
Total	8.62	292.0	487.4	36.00	37.94	0.00	0.00	41.4	297.2	18.00	7.78	8.02	25.78
Average	0.28	7.5	15.7	3.27	3.45	0.00	0.00	10.4	9.6	2.25	0.97	1.01	3.22
Geo Mean	0.28	7.5	15.6	3.16	3.25	1.00	1.00	10.3	9.6	1.15	0.9	0.98	2.54

Berryville STP Monthly DMR Data
March 2020

Date	Effluent KG/D	Effluent mg/l	Effluent KG/D	Effluent No/100ml
3/1/2020				
3/2/2020	0.62	0.04	0.05	1
3/3/2020				1
3/4/2020				
3/5/2020	7.82	0.09	0.11	1
3/6/2020				
3/7/2020				
3/8/2020				
3/9/2020	2.42	0.06	0.04	1
3/10/2020	2.16	0.03	0.03	1
3/11/2020				
3/12/2020	1.46	0.05	0.06	1
3/13/2020				
3/14/2020				
3/15/2020				
3/16/2020	3.52	0.06	0.06	1
3/17/2020				1
3/18/2020				
3/19/2020	2.71	0.06	0.06	1
3/20/2020				
3/21/2020				
3/22/2020				
3/23/2020	6.70	0.31	0.33	1
3/24/2020				1
3/25/2020				
3/26/2020				
3/27/2020				
3/28/2020				
3/29/2020				
3/30/2020				
3/31/2020				
Minimum	0.62	0.03	0.03	1
Maximum	7.82	0.31	0.33	1
Total	27.41	0.70	0.74	11
Average	3.43	0.09	0.09	1
Geo Mean	2.64	0.07	0.07	1



Berryville Police Department

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

policeadmin@berryvilleva.gov

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

W. Neal White – Chief of Police

Police and Security Report

Month/Year: March 2020	Year To Date 2020	March 2020	February 2020
<u>Complaints Answered</u>			
911 Hang Up:	17	0	3
Alarms:	31	11	11
Animal Complaint:	35	7	15
Assault:	12	6	3
Assist County:	13	6	5
Assist EMS and Fire:	129	36	40
Auto Larceny:	0	0	0
Burglary:	0	0	0
Civil Complaints:	24	5	10
Disturbance:	9	1	3
Domestic Disturbance:	4	2	0
Driving Under the Influence	2	0	1
Drunk In Public:	1	0	0
Fraud:	10	2	3
Larceny:	12	3	2
Harassment/Intimidation:	5	3	1
Homicide:	0	0	0
Identity Theft	1	0	0
Juvenile Related:	9	5	3
Mental Health Crisis:	15	3	5
Narcotics Related:	7	0	2
Noise:	8	3	0
Public Service:	0	0	0
Rape:	1	0	1
Robbery:	0	0	0
Shoplifting:	0	0	0
Suspicious Activity:	22	9	6
Trespassing:	5	3	0
Vandalism:	3	0	0
Welfare Check:	29	7	10
Miscellaneous Complaints:	121	52	30
Total Complaints Answered:	525	164	154



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W. Neal White – Chief of Police

Police and Security Report (Continued)

	Year To Date 2020	March 2020	February 2020
<u>Traffic</u>			
Accidents Investigated:	5	3	0
Assist Motorist:	0	0	0
Child Safety Seat Install:	1	0	1
Funeral Escort:	6	0	3
Hit & Run:	3	0	2
Parking Tickets:	63	1	23
Traffic Warnings:	43	5	25
<u>Traffic Summons Issued</u>			
Defective Equipment:	0	0	0
Driving Suspended:	1	0	0
Expired Inspection:	7	1	5
Expired Registration:	1	0	0
Fail to Obey Highway Sign:	5	1	2
Fail to Obey Traffic Signals:	0	0	0
Fail to Stop/Lights & Siren:	0	0	0
Fail to Yield Right of Way:	0	0	0
Hit and Run:	0	0	0
No Liability Insurance:	0	0	0
No Operator's License:	2	1	0
No Seat Belt:	0	0	0
Reckless Driving:	2	1	0
Speeding:	13	1	5
Miscellaneous Summons:	4	1	2
Total Traffic Summons Issued:	35	6	14
<u>Found Open at Businesses in Town</u>			
Doors:	5	1	1
Windows:	0	0	0
Garage Doors:	0	0	0



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W. Neal White – Chief of Police

Police and Security Report (Continued)

	Year To Date 2020	March 2020	February 2020
<u>Criminal Arrests Made</u>			
Abduction:	0	0	0
Arson:	0	0	0
Assault and Battery:	3	3	0
Assault and Battery on Police Officer:	2	1	1
Auto Larceny:	0	0	0
Breaking and Entering:	0	0	0
Capias:	1	0	0
Disorderly Conduct:	0	0	0
Driving Under the Influence:	1	0	1
Drunk In Public:	1	0	0
Fail to Obey Police Officer:	2	0	1
Fail to Pay Parking Ticket:	0	0	0
Forgery:	0	0	0
Fraud:	0	0	0
Homicide:	0	0	0
Illegal Drugs/Paraphernalia:	23	4	6
Petty Larceny:	0	0	0
Possess Alcohol Underage:	0	0	0
Protective Order Violations:	2	1	1
Rape:	0	0	0
Resisting Arrest:	3	2	0
Robbery:	0	0	0
Shoplifting:	1	1	0
Trespassing:	1	1	0
Vandalism:	0	0	0
Weapons Violation:	3	1	0
Miscellaneous Criminal Arrests:	4	1	0
Juvenile Detention Order Totals:	0	0	0
Total Criminal Arrests:	47	15	10

**Berryville Town Council Item Report Summary
April 14, 2020**

Item Title

Community Development - Community Development Update

Construction Project Update

Prepared By

Background/History/General Information

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

1. Community Development and Construction Updates

Recommendation

Sample Motion

Town Council Agenda Item Report Summary

April 14, 2020

Item Title

Community Development Update

Prepared By

Christy Dunkle

Planning Commission

No meeting was held since the March Council meeting.

Berryville Area Development Authority

No meeting was held since the March Council meeting.

Architectural Review Board

No meeting was held since the March Council meeting.

Tree Board

No meeting was held since the March Council meeting.

Board of Zoning Appeals

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

Town Council Agenda Item Report Summary

April 14, 2020

Item Title

Construction Project Update

Prepared By

Christy Dunkle

Robert Regan Village

- 120 age- and income-restricted apartments
- Construction underway
- Staff attends monthly progress meetings
- Will be adding a leasing trailer to the site
- Anticipating substantial completion August, 2020

Shenandoah Crossing Subdivision

- 82 single-family homes
- Owned by D.R. Horton, Inc.
- To be developed by D.R. Horton, Inc.
- Zoned DR-2 Detached Residential
- Cluster layout
- HOA maintained facilities
- Review of construction plans has been completed
- Public hearing for final plat held September 25, 2019, BADA approved as presented
- Pre-construction meeting held on Thursday, December 19, 2019
- VSMP approval from DEQ received
- Construction plans and final plats have been executed and the latter recorded
- Land disturbance permit issued
- Clearing activity has been completed
- Utility work began on Petal and Page streets the week of January 28, 2020 after coordination with Berryville Public Works staff
- Addresses have been assigned by Town staff

Fellowship Square Subdivision

- 50 single-family homes
- Zoned DR-4 Detached Residential
- Cluster layout
- HOA maintained facilities
- Review of construction plans has been completed
- Planning Commission approved the final plat on December 18, 2019
- Pre-construction meeting held on Thursday, December 19, 2019
- VSMP approval from DEQ received

- Clearing work is underway
- Construction plans have been executed
- Modifications to final plat due to sale of property
- Addresses have been assigned by Town staff
- Sanitary sewer work has been completed on Fairfax Street

Hermitage Phase V

- 71 single-family homes
- Owned by Silver Lake Development
- Final phase of Hermitage subdivision (started 2000)
- Zoned R-1 and DR-1
- Rezoning approved by Town Council at the September 10, 2019 meeting to align new layout with proposed parcel lines
- Phase V will have HOA oversight, other phases will not be affected
- Review of construction plans currently underway
- DEQ stormwater review currently underway
- Final plat will be reviewed jointly by the Berryville Area Development Authority and the Berryville Planning Commission as a portion of Phase V is located in Annexation Area B
- No anticipated start

**Berryville Town Council Item Report Summary
April 14, 2020**

Item Title

Community Development - Richmond American Homes Residual Bond Release

Prepared By

Background/History/General Information

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

1. RAH bond release 041420
2. I-Harris bond release 033020

Recommendation

Sample Motion

Town Council Agenda Item Report Summary

April 14, 2020

Item Title

Richmond American Homes Residual Bond Release

Prepared By

Christy Dunkle

Background/History/General Information

At the March meeting, the Berryville Town Council approved the release of the bonds for the Berryville Glen subdivision which were reduced by Council to \$76,452.00 in June of 2018. The original bond amount remained in place and there was no remittance from Richmond American Homes (RAH) in the reduced amount. This resulted in an additional \$11,024.04 that was not approved for release by Council.

Staff has returned the cash bond in the amount of \$76,452.00 to RAH per Council's approval. Staff is requesting that Town Council approve the release of the residual amount being held which totals \$11,024.04.

Findings/Current Activity

N/A

Financial Considerations

\$11,024.04 in bond proceeds will be returned to RAH.

Schedule/Deadlines

The release of the reduced cash bond was approved by Town Council at the March 10, 2020 meeting in the amount of \$76,452.00. The remaining funds being held total \$11,024.04 which should be released in a timely manner.

Other Considerations

N/A

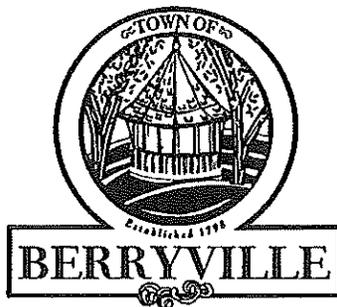
Recommendation

Approve as presented.

Sample Motion

I move that the Council of the Town of Berryville release the residual cash bond being held by the Town to Richmond American Homes in the amount of \$11,024.04.

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



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[F] 540/955-4524
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www.berryvilleva.gov

March 30, 2020

Mr. Brian Harris, via certified mail
2814 Wildwood Circle
Amissville, VA 20106

Dear Brian:

Per your request, I have sent this letter to the home address you furnished due to the closure of the RAH Reston office.

At their March meeting, the Berryville Town Council approved the release of the bonds which were reduced to \$76,452.00 in June of 2018. As the original bond amount remained in place and there was no remittance in the reduced amount, I have included the following:

- Check in the amount of \$76,252.00 which are the cash held in bonds for the Berryville Glen subdivision in Berryville.
- Original bond document in the amount of \$785,106.25 which has been released.
- Voided checks being held (#1016084 in the amount of \$25,374.91 and #1016085 in the amount of \$121,825.00)

Per our previous discussion, there is an additional \$11,024.04 being held by the Town. Town Council will need to release this final amount which I will request at their April meeting.

Please let me know if you need additional assistance.

Christy Dunkle
Community Development Director

Cc: Greg Jacobs
File

Enc./4

Patricia Dickinson
Mayor

Harry Lee Arnold, Jr.
Recorder

Council Members

Donna Marie McDonald
Ward 1

Diane Harrison
Ward 2

Erecka L. Gibson
Ward 3

Kara C. Rodriguez
Ward 4

Keith R. Dalton
Town Manager

Town of Berryville
Berryville-Clarke County
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Patricia Dickinson
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Donna Marie McDonald
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Ward 3

Kara C. Rodriguez
Ward 4

Keith R. Dalton
Town Manager

**Berryville Town Council Item Report Summary
April 14, 2020**

Item Title

Committee Updates - None anticipated.

Prepared By

Background/History/General Information

Findings/Current Activity

Financial Considerations

Schedule/Deadlines

Other Considerations

Attachments

Recommendation

Sample Motion