



Berryville Town Council

MEETING AGENDA

Berryville-Clarke County Government Center

101 Chalmers Court, Second Floor

Main Meeting Room

Regular Session

April 11, 2023

6:30 PM

Item

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1. **Call to Order**

2. **Closed Session**

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The Council will enter closed session under §2.2-3711.8 of the Virginia Code to consult with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel and under §2.2-3711.1 to discuss the performance of an employee of the Town Council.

*Regular session will not begin before 7:00 p.m.*

3. **Pledge of Allegiance**

4. **Approval of Agenda**

5. **Presentations/Awards and Recognitions**

6. **Public Hearings**

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Proposed Tax Rates and PPTRA Discount for Tax Year 2023

7. **Discussion of Public Hearing Items**

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**15. Adjourn**

Town of Berryville  
Town Council

MOTION TO ENTER CLOSED SESSION

DATE: April 11, 2023

MOTION BY:

SECOND BY:

I move that the Council of the Town of Berryville enter a closed session in accordance with §2.2-3711.8 of the Code of Virginia to consult with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel and in accordance with §2.2-3711.1 to discuss the performance of an employee of the Town Council.

VOTE:

Aye:

Nay:

Absent/Abstain:

ATTEST: \_\_\_\_\_  
Erecka L. Gibson, Vice Mayor

TOWN COUNCIL  
MOTION  
CLOSED SESSION RESOLUTION

DATE: April 11, 2023

MOTION BY:

SECOND BY:

I move that the Council of the Town of Berryville adopt the following resolution certifying it has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act:

Resolution

WHEREAS, Section 2.2-3712.D of the Code of Virginia requires a certification by this Council that such closed meeting was conducted in conformity with Virginia law,

NOW, THEREFORE, BE IT RESOLVED that the Council hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Council.

VOTE:

Aye:

Nay:

Absent/Abstain:

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

Erecka Gibson, Vice Mayor

## 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 11, 2023, 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 2023

Listed below are the proposed tax rates for the tax year beginning January 1, 2023, 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. \$.20 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 no increase in the real estate rate that was adopted for the year 2022.

The proposed personal property tax rate reflects no increase in the personal property rate that was adopted for the year 2022. For tax year 2022 the personal property tax relief discount (PPTRA) was set at 70%. It is proposed that for tax year 2023 the personal property tax relief discount be set at 35%. This change, which would lower the discount applied to personal property tax bills, would result in personal property owners paying more of the tax due on qualifying vehicles than they did in Tax Year 2022.

The proposed machinery and tools tax rate reflects no increase in the machinery and tools rate that was adopted for the year 2022.

Copies of materials related to this matter may be examined at the Town of Berryville Business Office, Berryville Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia during regular business hours and on the Town's website [www.berryvilleva.gov](http://www.berryvilleva.gov). Additional information may also be obtained by calling the Town Business Office 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

TOWN OF BERRYVILLE  
TOWN COUNCIL  
AN ORDINANCE SETTING TAX LEVIES FOR TAX YEAR 2023

Date: April 11, 2023

Motion By:

Second By:

BE IT ORDAINED, by the Council of the Town of Berryville, Virginia, that for the tax year 2023 there is hereby levied:

- (1) A tax of \$.20 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: \_\_\_\_\_  
Harry Lee Arnold, Jr., Mayor

Date: April 11, 2023

ATTEST: \_\_\_\_\_  
Erecka L. Gibson, Vice Mayor

Date: April 11, 2023

**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 2023**

**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, 2022, 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 35 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 35 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 11th DAY OF APRIL 2023.**

\_\_\_\_\_  
Harry L. Arnold, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Erecka L. Gibson, Vice Mayor

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 2023

Date: April 11, 2023

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 2023.

VOTE:

Aye:

Nay:

Absent/Abstain:

ATTEST: \_\_\_\_\_  
Erecka L. Gibson, Vice Mayor

**Berryville Town Council Item Report Summary**  
**April 11, 2023**

**Item Title:**

Consent Agenda: Approval of Minutes

**Prepared By:**

Town Clerk

**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.

**Findings/Current Activity**

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

Minutes of the 03.14.2023 Town Council regular meeting  
Minutes of the 03.06.2023 Town Council work session  
Minutes of the 03.15.2023 meeting of the Streets and Utilities Committee

**Financial Considerations**

None.

**Schedule/Deadlines**

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

**Other Considerations**

None

**Attachments**

1. Consent Agenda

**Recommendation**

Approval.

**Sample Motion**

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

**MINUTES  
BERRYVILLE TOWN COUNCIL  
Berryville-Clarke County Government Center  
Regular Meeting  
March 14, 2023  
7:00 p.m.**

**Town Council:** Present—Harry Lee Arnold, Jr., Mayor; Erecka L. Gibson, Vice Mayor; William Steinmetz; Diane Harrison; Grant Mazzarino; Ryan Tibbens.

**Staff:** Present--Keith Dalton, Town Manager; Jean Petti, Deputy Town Manager; Paul Culp, Town Clerk; Chief Neal White, Berryville Police Department

**Press:** Mickey Powell, *The Winchester Star*

**1. Call to Order**

Mayor Arnold called the meeting to order at 7:00 p.m.

**2. Pledge of Allegiance**

**3. Approval of Agenda**

Vice Mayor Gibson moved to approve the agenda. The motion passed by unanimous voice vote.

**4. Presentations, Awards, and Recognitions**

None.

**5. Public Hearings**

**Beach Carpenter Properties LLC, Scott N. Carpenter, Agent, requests a special use permit to allow a contractor's establishment with outdoor storage (Section 609.3(a) of the Town of Berryville Zoning Ordinance) on the property located at 25 Cattleman's Lane, identified as Tax Map Parcel number 14A3-((A))-17A, zoned L-1 Industrial. SUP 01-23.**

Ms. Dunkle briefly described the matter, noting that the Planning Commission had approved the request. Mayor Arnold opened the public hearing at 7:03 p.m. In the absence of any comment, he then closed it at 7:03 p.m.

## 6. Discussion of Public Hearing Items

None.

**Mr. Tibbens moved that the Council of the Town of Berryville approve a special use permit to allow outdoor storage for a contractor's supply business at 25 Cattleman's Lane, identified as Tax Map Parcel number 14A3-((A))-17A, under Section 609.3(a) of the Berryville Zoning Ordinance in accordance with the site plan as presented. The motion passed by unanimous voice vote.**

## 7. Citizens' Forum

Stephanie Jones, owner of the blighted property at 203 Josephine Street that had been discussed in previous meetings, said she had requested an extension and was acquiring estimates for the required work. She said she was concerned about matters related to setback and width and that she would work with the Town to assure that she would be able to rebuild on the same footprint without any code violations.

Washington, D.C., attorney Amanda Koman, having recently become legal counsel for the owner of the blighted property at 112 Josephine Street that had been discussed in numerous previous meetings, introduced herself and said she looked forward to working with the Town on the preservation of the historic structure.

Kurt Baker said some residents do not receive their utility bills sufficiently in advance of the due date and are incurring penalties for late payment. Mayor Arnold said he would look into the matter.

## 8. Consent Agenda

The consent agenda comprised the minutes of the 02.14.2023 Town Council regular meeting, the minutes of the 02.23.2023 meeting of the Public Safety Committee, the minutes of the 02.27.2023 meeting of the Personnel Committee, the minutes of the 02.28.2023 meeting of the Budget and Finance Committee, and the minutes of the 02.28.2023 meeting of the Community Development Committee.

**Mr. Steinmetz moved to adopt the consent agenda as presented. The motion passed by unanimous voice vote.**

## 9. Unfinished Business

None.

## **10. New Business**

None.

## **11. Council Member Reports**

### **Mayor**

Mayor Arnold said he had attended a discussion event at Barns of Rose Hill for the Town's 225<sup>th</sup> birthday celebration, and complimented Ms. Dunkle on the presentation she had given.

The other members had nothing to report.

## **12. Staff Reports**

Nothing was added to the written report for Public Works.

### **Utilities**

Mr. Dalton said that recent testing indicated the Town's return to compliance with standards following the discovery of excessive disinfectant byproducts in the Town's water supply, and that a notice to that effect would be posted on the Town website the next day.

### **Police Department**

Mayor Arnold thanked Mr. Powell of *The Winchester Star* for his recent coverage of Chief White's annual report to the Council.

### **Community Development**

Ms. Dunkle said the warehouse construction project at 410 Jack Enders Boulevard, discussed in previous meetings, would begin soon.

Ms. Dunkle said the Community Development Committee had discussed applications for the annual Virginia Commission for the Arts Creative Communities Partnership Grant, a \$4,500 line item in the Town budget accompanied by matching funds from the VCA. She said the committee had received applications from Barns of Rose Hill, the Blue Ridge Studio for the Performing Arts, Main Street Chamber Orchestra, and the Northern Shenandoah Valley Quilt Show, and had determined that each applicant should receive \$1,125 from the Town. Committee members Mr. Tibbens and Ms. Harrison said all four applicants were worthy of assistance.

Ms. Harrison moved that the Council of the Town of Berryville approve the recommended subrecipients, each receiving \$1,125 for the Creative Communities Partnership Grant as follows:

- Barns of Rose Hill
- Blue Ridge Studio for the Performing Arts
- Main Street Chamber Orchestra, Inc.
- Northern Shenandoah Valley Quilt Show

The motion passed by unanimous vote with the exception of an abstention by Mr. Tibbens.

Ms. Dunkle told the Council that in order to maintain its Tree City USA status, the Town must submit an annual application including an Arbor Day resolution.

Mr. Tibbens moved that the Council of the Town of Berryville adopt the **attached** proclamation for Arbor Day 2023. The motion passed by unanimous voice vote.

#### **Administration and Finance**

Nothing was added to Treasurer Cynthia Poulin's written report.

#### **Deputy Town Manager**

Ms. Petti said she had nothing to add to last month's report on short-term rentals. Mr. Dalton said the Public Safety and Community Development Committees had discussed the matter separately and that staff would like to present the recommended zoning ordinance amendments to the full Council in April.

#### **Town Manager**

Mr. Dalton said the Personnel Committee had reviewed the draft of a revised staff handbook based on a model obtained from the Virginia Risk Sharing Association. A brief discussion determined that the Council could address the matter in its next regular meeting rather than needing a work session.

Mr. Dalton added nothing to his written report on projects undertaken with funding from the American Rescue Plan Act of 2021 other than saying that work was proceeding on Josephine Street and that North Church Street would be next.

Mr. Dalton briefly updated the Council on blight abatement projects. He said the next milestone for 112 Josephine Street would be December 15, 2023; that the owner of 225 Josephine Street had obtained some but not all of the necessary permits and that staff had met with the owner in order to facilitate compliance; that the owner of 114 Josephine Street had demolished the structure but had not yet cleaned up the site; that the owner of 12 First Street had complied with all deadlines thus far; and that the owner of 229 Josephine Street wished to speak with Ms. Dunkle about the permissibility of rebuilding in a non-conforming manner. He said he also had been in contact with the owner of 203 Josephine Street and asked Council to allow additional time for discussion with that owner.

### **13. Committee Updates**

#### **Budget and Finance**

Vice Mayor Gibson said the Council needed to set a public hearing, to occur in its next regular meeting, on proposed tax rates for Tax Year 2023.

**Vice Mayor Gibson moved that the Council of the Town of Berryville set a public hearing for its April 11, 2023 meeting to hear public comment on the proposed tax rates for Tax Year 2023. The motion passed by unanimous voice vote.**

#### **Community Development**

Mr. Tibbens said the committee had met in February to discuss Hogan's Alley, short-term rentals, and the aforementioned arts grant. Ms. Harrison said Ms. Dunkle had recently provided committee members with the design for the wayfinding signage previously approved by the Council, and asked for a vote to proceed with that design. She said there had been a question about whether brick would be permissible in a Virginia Department of Transportation right of way, but that signs in such locations would be constructed of brick veneer on breakaway posts. There was a brief discussion of the not-yet-determined location of the signs.

**Mr. Tibbens moved that the Council of the Town of Berryville approve the design for the wayfinding signage recommended by the Wayfinding Task Group as presented. The motion passed by unanimous voice vote.**

#### **Personnel**

Mayor Arnold noted the need to fill vacancies on the Tree Board and Planning Commission, and said the committee would meet on April 24 at 2:00 p.m.

#### **Public Safety**

Mr. Mazzarino said the committee had met in February and had discussed handicapped parking,

police staffing, and short-term rentals. He said the Town currently allows the use of handicapped parking for two hours at a time, while the state recommends four, and that the committee recommends the latter, with two hours for other parking.

Mr. Dalton said that if the Town retains a two-hour policy for handicapped parking, the public should be formally notified.

Ms. Harrison asked if the limit is four hours for vehicles with handicapped placards, and Mr. Dalton said yes, the Virginia Code default is four hours in any metered space.

Mr. Tibbens asked whether the Town has sufficient spaces to comply with requirements. Ms. Dunkle and Mr. Dalton explained that there are no requirements but that the Town exceeds guidelines and that mindfulness of safety is essential in deciding where to locate handicapped spaces.

Mssrs. Mazarino and Dalton agreed that the Council in its April meeting should discuss the time limit for handicapped parking.

### **Streets and Utilities**

Ms. Harrison said the committee would meet the following day at 3:00 p.m. for a presentation on the results of the recently completed inflow and infiltration study of the sewer system.

### **14. Closed Session**

None.

### **15. Adjourn**

The Council adjourned at 7:36 p.m. on a motion by Vice Mayor Gibson

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Erecka L. Gibson, Vice Mayor

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Paul Culp, Town Clerk

BERRYVILLE TOWN COUNCIL SIGN-UP SHEET

Citizens' Forum

Tuesday, March 14, 2023

7:00 p.m.

Name:

Town of Berryville Resident?

S.D. Jones

Yes  No

Amanda Koman

Yes  No

Kurt Baker Kurt Baker

Yes  No



**TREE CITY USA**  
An Arbor Day Foundation Program

# Official Proclamation

- Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- Whereas, Arbor Day is now observed throughout the nation and the world; and
- Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and
- Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and
- Whereas, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community; and
- Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, therefore be it resolved that the Council of the Town of Berryville does hereby proclaim May 6, 2023 as Arbor Day in the Town of Berryville.

Town Council urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and urge all citizens to plant trees to promote the well-being of this and future generations.

By order of the Town Council this 14<sup>th</sup> day of March, 2023.

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

  
\_\_\_\_\_  
Erecka L. Gibson, Vice Mayor

BERRYVILLE TOWN COUNCIL

MOTION TO SET PUBLIC HEARING FOR APRIL 11, 2023 ON  
PROPOSED TAX RATES 2023

Date: March 14, 2023

Motion By: *Gibson*

Second By:

I move that the Council of the Town of Berryville set a public hearing for its April 11, 2023 meeting to hear public comment on the proposed Tax rates for 2023.

VOTE:

Aye: *Chairman voice vote*

Nay:

Absent:

ATTEST:

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Erecka L. Gibson, Vice Mayor

**MINUTES**  
**BERRYVILLE TOWN COUNCIL**  
**Berryville-Clarke County Government Center**  
**Work Session**  
**March 6, 2023**  
**3:00 p.m.**

**Town Council:** Present--Harry Lee Arnold, Jr., Mayor; Erecka L. Gibson, Vice Mayor; William Steinmetz; Grant Mazzarino; Ryan Tibbens. Absent—Diane Harrison

**Staff:** Present—Keith Dalton, Town Manager; Paul Culp, Town Clerk; Cynthia Poulin, Treasurer; Jean Petti, Deputy Town Clerk

**1. Call to Order**

Mayor Arnold called the meeting to order at 3:03 p.m.

**2. Approval of Agenda**

Mayor Arnold invited a motion to approve the agenda.

**Vice Mayor Gibson moved to approve the agenda. The motion passed by unanimous voice vote.**

**3. Unfinished Business**

None.

**4. New Business**

**Review of Proposed Fiscal Year 2024 Budget**

Ms. Poulin briefly summarized the **attached** budget highlights.

There was a short discussion of the Public Works salt building and snow removal needs.

Mr. Dalton said the Town would be drawing on reserves to a considerable extent in the coming fiscal year, having accumulated savings in the year previous because a contractor had pre-paid numerous availability fees. He said membrane replacement for the wastewater treatment plant would account for a large planned expense.

Mr. Dalton then directed the Council's attention to the agenda materials addressing capital improvement projects. He said the planned upgrade to the water treatment plant would require indebtedness and that he would apply to the Virginia Department of Health for assistance but that

the Council would have to act before the Town could incur debt. He noted the need also for a water distribution system upgrade, water meter replacement, sewer system upgrades, a new bar screen and harmonic balancer at the wastewater treatment plant, computer replacement in multiple departments, improvements to Rose Hill Park and Hogan's Alley, and possible street repairs on Virginia Avenue and surrounding area, East Fairfax, and Mosby Boulevard.

Mr. Dalton also noted the need to create a position for a second chief water treatment plant operator so as to have one each for water and sewer. There was a discussion of the need to fill the vacant position of Utilities Director and of changing criteria and industry standards for such positions.

Mr. Tibbens asked how the planned payroll increases would be possible without higher taxes and utility rates. Mr. Dalton said the increased user fees for water and sewer made this possible. Ms. Poulin noted that revenue from personal property taxes, meals taxes, and business license fees had exceeded expectations in the previous fiscal year.

There was a discussion of personal property tax relief, which Mr. Dalton said had been unusually high for several years but would now fall from 70 percent to 35 percent.

Mayor Arnold noted that the coming increase in utility user fees would be the fifth in a five-year planned escalation motivated largely by the need for treatment plant upgrading.

Mr. Tibbens asked whether revenue from other sources could be used for water and sewer, and Mr. Dalton explained that water and sewer enterprise funds are to be self-funding. He said no funds may flow to other funds from enterprise funds, and that while the general fund could be used for water/sewer needs, this was not recommended.

There was a discussion of when to schedule the public hearings on tax rates, personal property tax relief, and utility fees, and Mr. Dalton said he would consult the Town attorney to ensure that the timing was in line with legal requirements.

Mayor Arnold said the Council should remind the public of the historical background of personal property tax relief percentages in order to provide perspective on the coming reduction.

Vice Mayor Gibson asked whether the planned payroll increase was a cost-of-living matter. Mr. Dalton said the rationale was primarily one of aligning the Town's compensation packages with contemporary norms, inasmuch as favorable salaries and benefits are less expensive than turnover and recruitment and training, especially for the police force.

There was a discussion of in-car cameras for the police, which are provided via a maintenance contract and which therefore do not appear as a separate budget item.

Mr. Dalton and Ms. Poulin said the public hearing on the budget must occur in May, with adoption in June.

Vice Mayor Gibson returned to the topic of utility charges, noting that all consumers share equally in the cost of operating the system and that rates *per se* have not changed at all, a fact not always obvious to consumers displeased by their bills. Mr. Dalton said the Council's decision about user fees had allowed for large projects without sudden large increases in fees and charges. Mayor Arnold and Vice Mayor Gibson agreed that anticipation and education had been important in addressing the matter.

**5. Other**

None.

**6. Closed Session**

There was no closed session.

**7. Adjourn**

Mayor Arnold requested a motion to adjourn.

**Recorder Gibson moved to adjourn. The motion passed by consensus at 4:21 p.m.**

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Erecka L. Gibson, Vice Mayor

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Paul Culp, Town Clerk

# FY 2023-2024 DRAFT BUDGET PREPARATION HIGHLIGHTS

## REVENUES

### GENERAL FUND

- No increase in Real Estate tax rate.
- No increase in Personal Property tax rate.
- PPTRA will change to 35%.
- No increase in Machinery & Tools tax rate.
- No increase in Vehicle License Fees.
- No increase in Business & Professional License rates.
- Water Tank Site Lease adjustments per agreements.
- No increase in Lodging Tax, Meals Tax or Cigarette Tax.

### WATER FUND

- Revenues reflect programmed increase in Admin/Facility fees in late November 2023.
- Two residential Availability Fees projected.

### SEWER FUND

- Revenues reflect programmed increase in Admin/Facility fees in late November 2023.
- Two residential and Availability Fees projected.

## OPERATING EXPENSES

### ALL FUNDS

- 7.1% increase in payroll.
- Police Dept CDP payroll increases included.
- 8.84% increase in Health Insurance costs.
- Employer contribution to VRS did not increase.
- TOTAL BUDGET decrease of 4.41%.

### GENERAL FUND

- Decrease in Maintenance & Operational Expenses of 36.63%.
- Contingency is 3% of the Operating Budget.
- General Fund total decrease of 30.62 %.

### WATER FUND

- Increase in Maintenance & Operational Expenses of 3.72%.
- There is currently no Debt Service in the Water Fund.
- New Utility Chief Operator position budgeted.
- Contingency is 3 % of the Operating Budget.
- Water Fund total increase of 43.71%.

### SEWER FUND

- Increase in Maintenance & Operational Expenses of 11.38%.
- Debt service reflects payments to VRA.
- New Utility Chief Operator budgeted.
- Contingency is 3% of the Operating Budget.
- Sewer Fund total Increase of 13.61%.

**BERRYVILLE TOWN COUNCIL STREETS AND UTILITIES COMMITTEE**  
**Berryville-Clarke County Government Center**  
**MINUTES**  
**March 15, 2023**

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A meeting of the Berryville Town Council Streets and Utilities Committee was held on Wednesday, March 15, 2023 at 3:00 p.m. in the Berryville-Clarke County Government Center, located at 101 Chalmers Court in Berryville, Virginia.

**Members of the committee present:** Diane Harrison, Chair; Ryan Tibbens

**Other Council member present:** Mayor Jay Arnold

**Staff present:** Keith Dalton, Town Manager; Paul Culp, Town Clerk

**Also participating:** Matt Youngblood, Director of Municipal Services for Pennoni Associates; Mike Ping, Project Engineer, Duke's Root Control (participating remotely)

**1. Call to Order**

Ms. Harrison called the meeting to order at 3:00 p.m.

**2. Approval of Agenda**

The agenda was approved by consensus on a motion by Mr. Tibbens.

**3. Unfinished Business**

**Results of Sewer System Inflow and Infiltration Study**

Mr. Youngblood explained that the Town had engaged Pennoni Associates for flow monitoring and that Pennoni had then called upon Duke's for the study. Mr. Ping then gave the committee a step-by-step presentation of the attached report.

Mr. Ping said the Berryville system is in very good condition in comparison with other systems throughout the country, especially in the East, and that inflow and infiltration are minimal.

Mr. Dalton asked whether the time-frame and conditions had provided sufficient opportunity to acquire data on infiltration. Mr. Ping said yes, that the study would have detected any existing problems. Mr. Dalton asked whether an unusually protracted rain event would create inflow and infiltration that was not seen during monitored rain events, and Mr. Ping said this was not likely.

Mr. Dalton and Ms. Harrison discussed pump stations.

Mr. Dalton asked what should be done to determine the source of inflow that occurred without infiltration. Mr. Ping said smoke testing would be desirable and likely would result in a practical repair schedule.

Mr. Tibbens and Mr. Dalton discussed the relative responsibilities of the Town and homeowners. Mr. Dalton said the Town likely would bear the cost of correcting infiltration, while inflow likely would require correction by property owners. There was a discussion of how to estimate the cost of inflow and infiltration to the Town.

Mr. Dalton asked what other recommendations Mr. Ping had, and Mr. Ping said the Town's own crew with its own cameras could monitor the system during a rain event. He said dye testing probably was not necessary and that inflow and infiltration cannot be entirely eliminated.

Ms. Dalton said the value of the study is that it provides a picture of the condition of the system at a particular fixed time.

Ms. Harrison said it might be necessary to undertake a small expenditure sooner in order to avoid a large one later. Mr. Dalton said the important thing is to remain in compliance with regulations and avoid problems with regulatory authorities. He also noted that inflow and infiltration adversely affect not only pumps and other equipment but also the biological treatment process.

#### **4. New Business**

None.

#### **5. Other**

None.

#### **6. Closed Session**

None.

#### **7. Adjournment**

The meeting adjourned at 4:29 p.m. on a motion by Mr. Tibbens.



# PROJECT FINDINGS

**Duke's Microdetection I&I Study**

*Study Period: September 1, 2022 to December 7, 2022*

**Prepared For:**

**Berryville, VA**



**800.447.6687 | [dukes.com](http://dukes.com)**

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Results Detail

# Executive Summary Report

## Berryville VA — Microdetection I&I Study



### Purpose of Study:

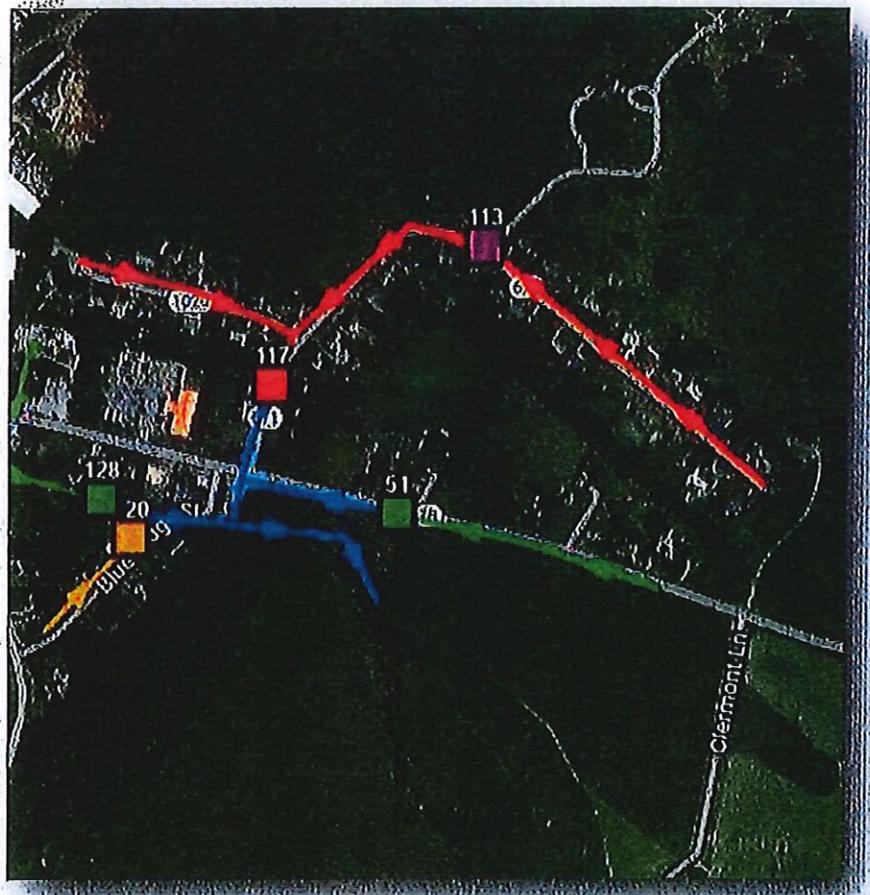
Dukes Microdetection seeks to identify and prioritize areas of most concern, while also eliminating certain areas that are less likely to need additional resources. Specific follow up actions are identified and can be applied strategically to a much more concentrated area, resulting in cost effective and efficient next steps.

### Methods:

This study seeks to identify sources of Inflow and Infiltration due to rain events as well as potential O&M defects causing reduced capacity. Three technologies were deployed for this study. Ultrasonic level microdetection meters, known as iTrackers, which continuously measure level changes in 15 minute increments were deployed throughout the study area. This level data is compared during times of dry weather versus selected wet weather periods in order to determine which areas show the greatest impact. Volumetric flow estimates are calculated in order to provide context in the overall evaluation.

In addition to the iTracker Microdetection, (3) area velocity meters were installed in strategic locations in order to measure volumetric flow.

Study Quick Glance Statistics	
iTrackers Installed	88
Linear Feet (LF)	17,086
Study Length (days)	98
Number Rain Days	28
Total Rainfall (Inches)	8.92
Average Rainfall (Inches)	0.32
Average Wet Period	29%
Heaviest Rainfall (24 hours)	1.21
Good/Fair Rating	73
Moderate/Severe Rating	15
Uncharged or Not Measured	0



Manhole 177 and upstream noted as SEVERE, along Bettleown Drive

## iTracker Study Findings:

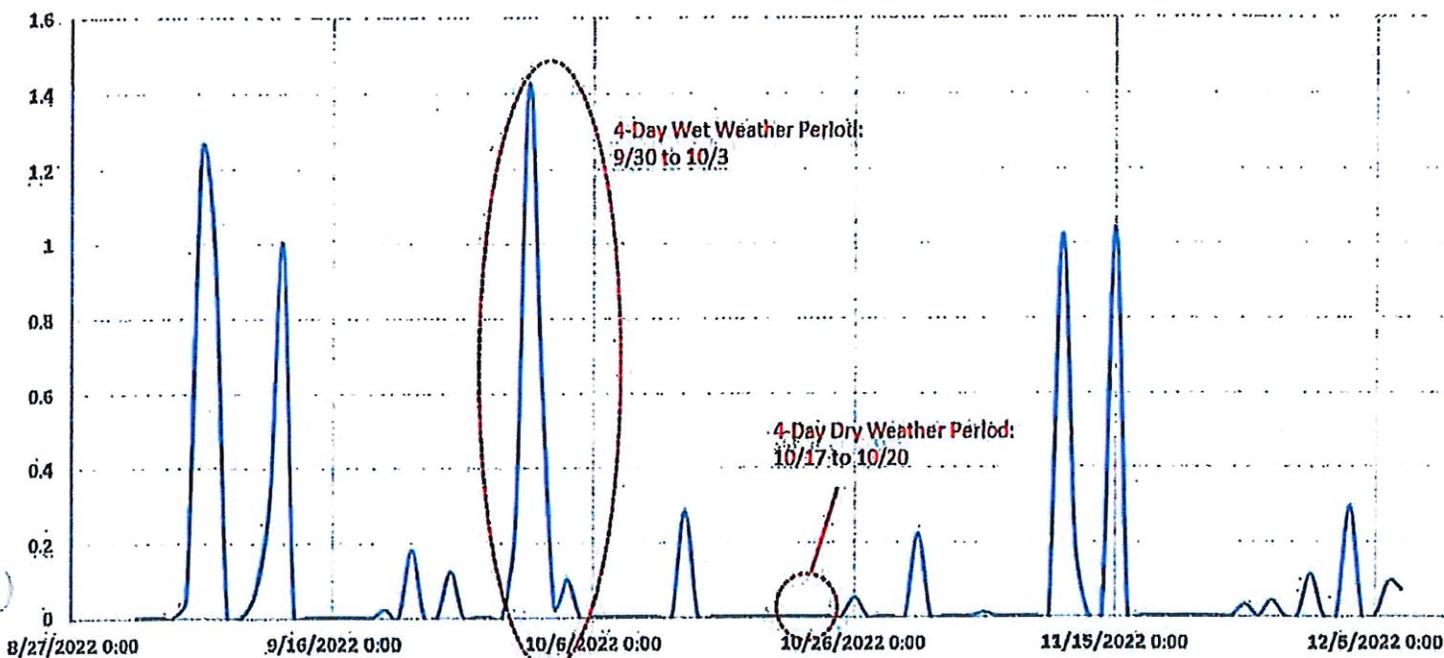
The purpose of a microdetection metering study is to pinpoint and isolate key contributor lines within a collection system that are prone to respond to rain events with increases in level, and corresponding flow. Those additional wet weather flows increase WWTP costs, reduce system capacity and have the potential to cause surcharging, overflows and backups in the system. Dukes deployed microdetection meters, called ITrackers, throughout the system.

It was observed that this area experiences relatively small amounts of inflow. Surge conditions did not exist throughout the study period. Each area just upstream of each iTracker receives a final priority rating of; good, fair, moderate, or severe. All data is available and provided in a .csv file.

**Method of Analysis:** Flow levels during wet weather are compared with flow levels during dry weather in order to compare the collection system's reaction, and determine potential areas of I&I sources. The dry weather period used for this study is a 4-day period beginning June 20 through June 23. The 4-day wet weather period is defined during the dates between May 23 and May 26. A four day wet weather flow estimate will capture both inflow (1 day of heaviest rain) and infiltration (plus 3 days).

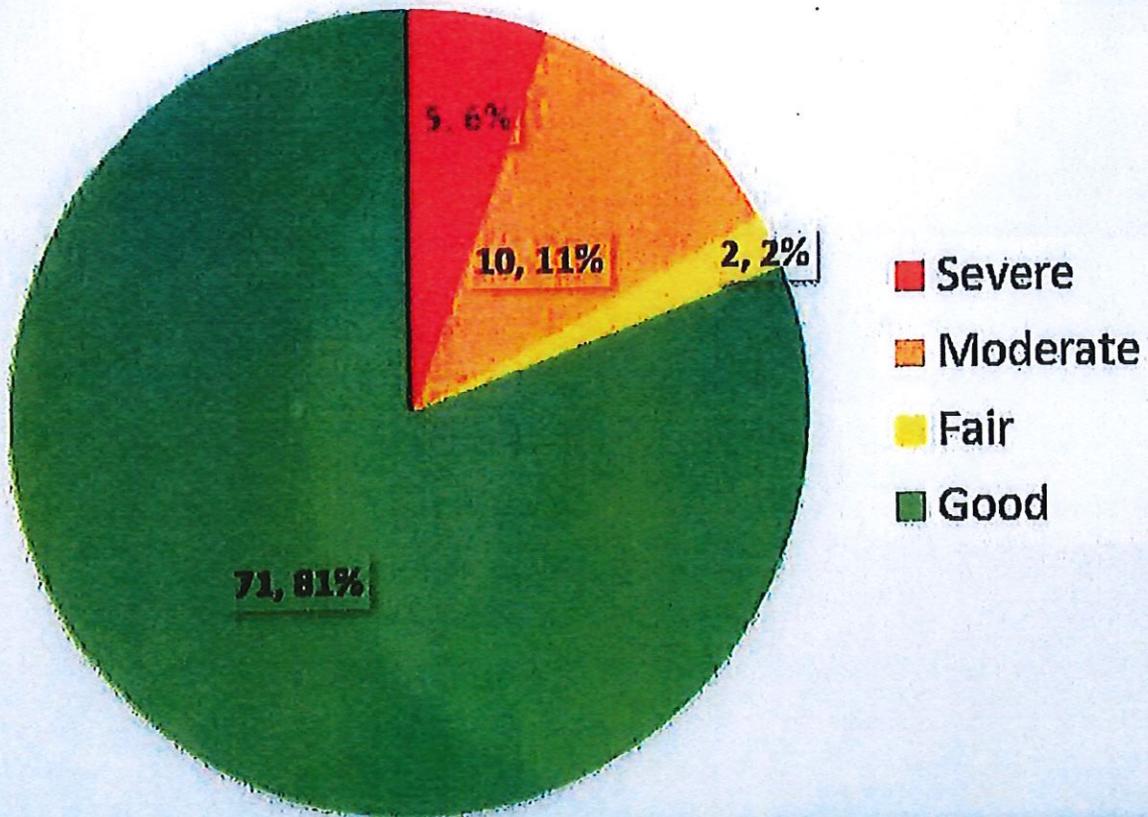
The 4 day wet weather volume is compared with the 4-day dry weather volume. Consideration is given towards upstream values in order to differentiate and not include upstream contributions. Results are scored based on the relative severity of estimated inflow and infiltration volumes as compared with the estimated average dry weather flows (ADWF). For example, a pipe segment with relatively small ADWF showing large amounts of I&I would generate a high score of severity. The intent of the score is to help determine pipe segments that would be better candidates for further investigative or rehabilitation efforts. Recommended follow up action steps would include smoke testing of areas with a SEVERE or MODERATE score. Often, smoke tests can generate relatively quick and cost effective repairs that can significantly reduce sources of inflow, such as cross connections and illegal roof/gutter connections.

### 24-Hour Rainfall Totals – Berryville VA (inches)



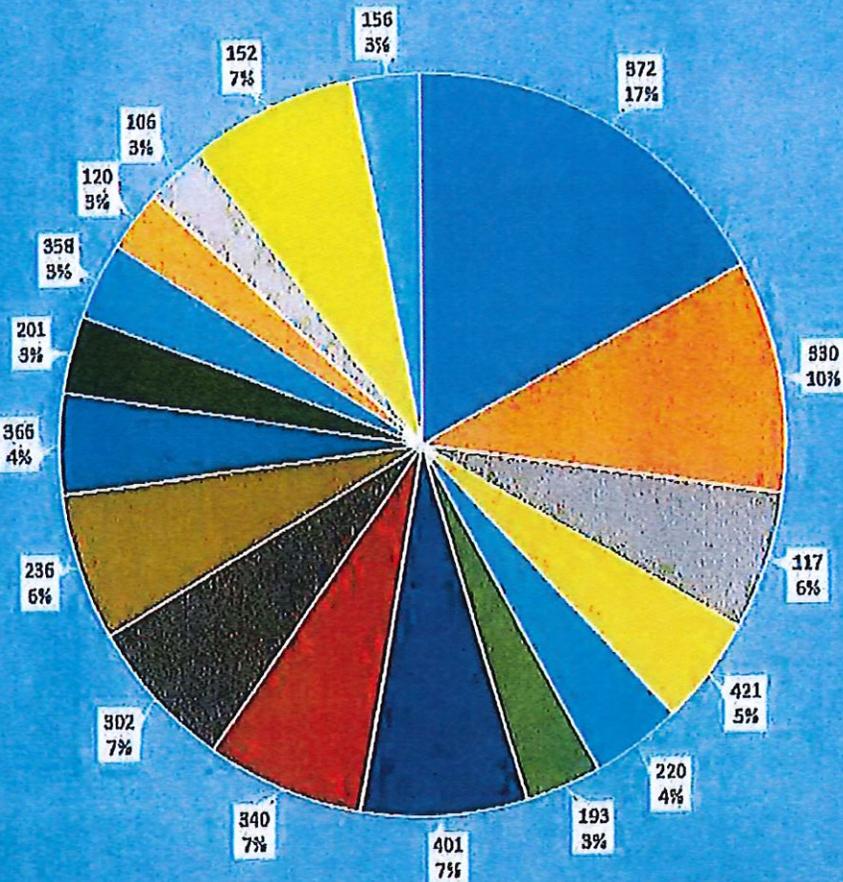


### Severity Rating Distribution



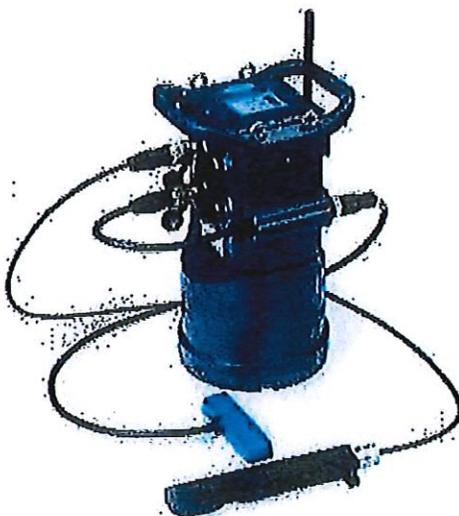
**Tracker Results:**

**Estimated I&I Distribution - 4 day (DELTA from Upstream)**



**Flow Meter Summary:**

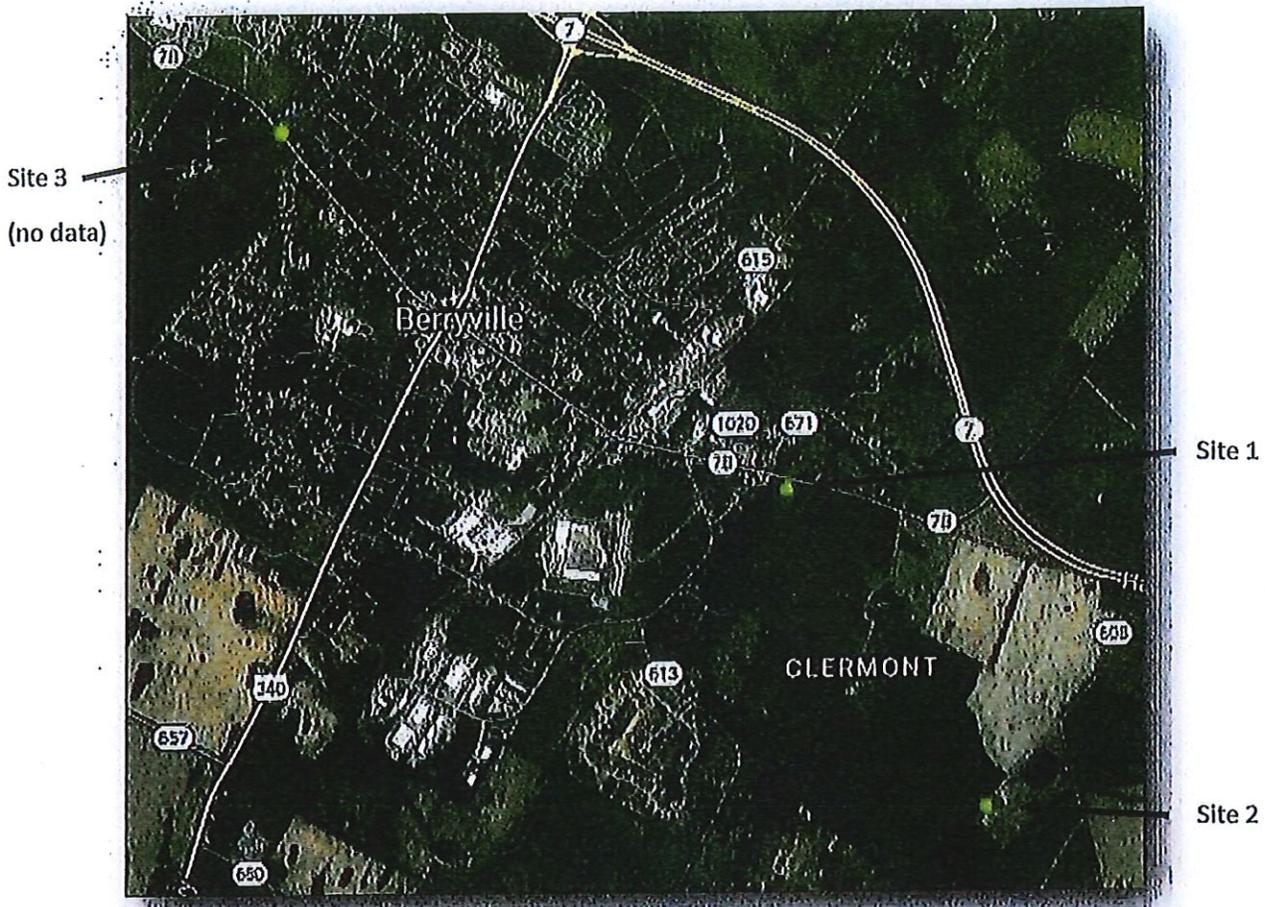
A detailed appendix of flow data is provided as an electronic .csv file. The equipment utilized were Hach FL900 series, with a submerged area velocity sensor that measures level and velocity in 5 minute intervals. Data is sent via cellular modem to a server in 2 hour increments. All raw data is available via the Claros web platform. The data appendix contains data that is lightly edited to account for "pops" and "drops" within the data. All installation and maintenance logs are provided separately within the flow meter portion of the report. An overall summary of findings is included within this section of the report.



It should be noted that Site 3 had site conditions that were such that intended results were not possible to obtain. This was noted during the time of equipment installation. However, it was decided to make an attempt in order to get the best results possible, with the possibility that pump cycles could be determined and analyzed. Level and velocity characteristics were outside of the manufacturer's recommendations. Post study, this data was analyzed further in order to assess whether or not it would be possible to draw a conclusion based on recognizing individual pump cycles, in order to determine a higher pumping frequency during rain events. While it is possible to determine some pump cycles, the data quality is not sufficient to determine a final conclusion regarding increased pumping during rain event time periods. Therefore the data for Site 3 was removed.



Flow Meter Summary:



Locations of Flow Meter Installations

**TABLE 1: 1st RAIN EVENT - 1.55 in of RAINFALL**  
 DRY WEATHER FLOW (11/5/2022 - 11/8/2022), WET WEATHER FLOW (11/11/2022 - 11/14/2022)

METER	PIPE DIAMETER (in)	AVERAGE LEVEL (in)	AVERAGE VELOCITY (in)	AVERAGE FLOW (gpm)	TOTAL FLOW FOR ENTIRE PERIOD (gal)	DRY WEATHER FLOW (gal)	WET WEATHER FLOW (gal)	ROI (gal)	PEAK WET WEATHER FLOW (gpm)	PEAKING FACTOR (PEAK WET WEATHER FLOW/AVERAGE FLOW)	TOTAL RAINFALL DURING WET WEATHER EVENT (in)
Berryville VA 1	18	4.02	1.77	246.35	14,544,385	1,205,019	1,571,353	366,334	543.14	2.20	1.55
Berryville VA 2	24	3.50	1.94	255.47	15,082,860	1,308,766	1,823,411	514,645	679.45	2.66	1.55

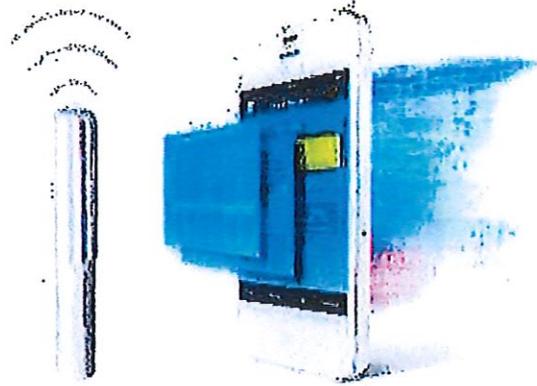
**TABLE 2: 2nd RAIN EVENT - 0.94 in of RAINFALL**  
 DRY WEATHER FLOW (11/5/2022 - 11/8/2022), WET WEATHER FLOW (11/18/2022 - 11/19/2022)

METER	PIPE DIAMETER (in)	AVERAGE LEVEL (in)	AVERAGE VELOCITY (in)	AVERAGE FLOW (gpm)	TOTAL FLOW FOR ENTIRE PERIOD (gal)	DRY WEATHER FLOW (gal)	WET WEATHER FLOW (gal)	ROI (gal)	PEAK WET WEATHER FLOW (gpm)	PEAKING FACTOR (PEAK WET WEATHER FLOW/AVERAGE FLOW)	TOTAL RAINFALL DURING WET WEATHER EVENT (in)
Berryville VA 1	18	4.02	1.77	246.35	14,544,385	1,205,019	1,494,425	289,405	397.92	1.61	0.94
Berryville VA 2	24	3.50	1.94	255.47	15,082,860	1,308,766	1,567,251	258,485	453.00	1.78	0.94



## PRECISION I&I MICRODETECTION

Precision I&I Microdetection seeks to identify sources of Inflow and Infiltration due to rain events, which is classified of RDII – Rain Derived Inflow and Infiltration. Other anomalies such as reduced flow capacity due to pipe structural or O&M conditions can also be identified. Ultrasonic level detectors, known as iTrackers, continuously measure sewer levels in 15-minute increments are deployed throughout the study area. Our algorithms prioritize areas of most concern by looking at dry weather levels, wet weather levels, pipe sizes, and pipe connectivity. All data is reviewed to eliminate occurrences of erroneous data that can impact the final priority score.

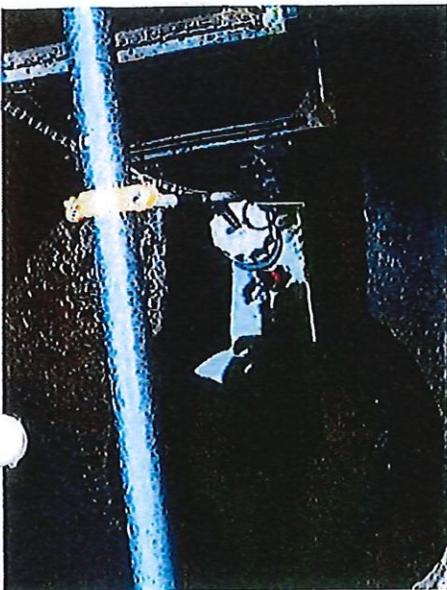


## FIELD DATA COLLECTION

Basin isolation studies utilize iTrackers in key outfalls within a study area to determine which basin(s) may be contributing I&I within a system.

Microdetection studies utilize the installation of iTrackers in manholes canvassing the study area in an effort to pinpoint which pipe segments may be contributing I&I within a basin or system.

Study durations are dependent on major (>1 inch) rain events. Minimum study length is typically 30 days.



This section contains definitions and abbreviations commonly used throughout this report.

**Base Flow**— sustained or dry weather flows not directly generated by rainfall. It commonly constitutes flows generated by domestic and industrial discharge and also infiltration.

**CCTV**— Closed Circuit Television

**Direct Cross Connection**— a connection of a collector of storm water, e.g. area drain or inlet, to the sanitary sewer main line or building lateral.

**Drop Pipe Connection**— A vertical connection to or near the invert level of a manhole from a sewer or drain at a higher level.

**GIS**— Geographical Information System

**GPD**— Gallons per day

**GPM**— Gallons per minute

**GPS**— Global Positioning System

**Gravity System (or Gravity Sewer)**— a drain or sewerage system whereby flow is created by the action of gravity and where the pipeline is designed to operate partially full.

**Hydrograph**— a graph showing, for a given point on a stream or conduit, the discharge, stage, velocity, available power or other property of water with respect to time.

**Indirect Cross Connection**— the storm sewer is not directly connected to the sanitary sewer main line or building lateral, but there are leaks in both storm sewer and the sanitary sewer allowing storm water to migrate to the sanitary sewer.

**Infiltration (as defined by USEPA)** - the water entering a sewer system and service connections from the ground through such means as, but not limited to, defective pipe, pipe joints, service connections, service laterals, or manhole walls.

**Inflow (as defined by USEPA)** - the water discharge into a sewer system, including service connections, from such sources as downspouts; sump pumps; cellar, yard, and area drains; foundation drains; cooling water discharges; drains from springs and swampy areas; manhole covers; cross connections from storm sewers, combined sewers, or catch basins; storm waters; surface runoff; or drainage.

**Inflow and Infiltration I&I**— the extraneous clean water from rainfall that enters the sanitary sewer system that can be eliminated on a cost-effective basis.

**Invert**— The lowest point of the internal surface of a drain, sewer or channel at any cross section.

**Lagoon**— a pond in which algae, sunlight, and oxygen interact to restore wastewater to a quality often equal to that of the effluent from the secondary treatment stage.

**MACP**— Manhole Assessment Certification Program

**Manhole**— A working chamber with cover constructed on a drain or sewer within which a person may inspect, test or clear and remove obstructions.

**MGD**— Million gallons per day

**Outfall**– the point, location or structure where wastewater or drainage discharges from a pipe, channel, weir, drain or other conduit.

**Overflow**– the intentional or unintentional discharge of sewage to the environment before it has been treated.

**NASSCO**– National Association of Sewer Service Companies

**PACP**– Pipeline Assessment Certification Program

**Pump Station**– a structure containing pumps and appurtenant piping, valves and other mechanical and electrical equipment for pumping water, wastewater and other liquids.

**PVC**– Polyvinyl Chloride

**Sanitary Sewer Evaluation Survey (SSES)** - the study of a sanitary system through various investigation techniques, to identify sources of extraneous rainwater that are entering the sewers. These investigations may include flow monitoring, precision I&I microdetection, dye testing, smoke testing, television inspection, man-hole inspection and flood prevention inspection.

**Sewage**– wastewater and/or surface water conveyed by a drain or sewer

**Sewer System**– the network of pipelines and ancillary works, which conveys wastewater and/or surface water from drains to a treatment works or other place of disposal.

**Silt**– sediment (often soil) consisting of particles which is carried in the waterflow and may settle to the bottom of a pipe.

**Standard Deviation 2**- Two standard deviations represent 95% of all observations within the data population.

**Storm Sewer**– a sewer that carries only runoff from storm events

**Surcharge**– overloading of the sewer beyond its design capacity. The channel entrance and exit are submerged and the pipe is flowing full.

**VCP**– Vitrified Clay Pipe

**Wastewater**- water changed by use and discharged to a drain or sewer system

**WWTP**-Wastewater Treatment Plant

# OVERALL RESULTS SUMMARY & DEFINITIONS



Site ID	Pipe Dia	Depth-Max (In)	Depth-Min (In)	Average Dry level (In)	% of full pipe dry (Capacity or O&M)	Time In Surcharge (hours)	ADWF (GPM)	GW (OPM)	4 day Rain Event (In) gallons - Estimated	Local In (gallons - 4 day DRYA from Upstream)	Peak Factor	RelUva Severity	Priority
193	8	1.22	0.17	0.40	0.05	0	0.29	0.29	5,000	5,000	17.60	1.23	Good
810	8	1.15	0.44	0.65	0.08	0	2.72	1.13	15,000	15,000	5.40	1.13	Good
117	8	1.12	0.25	0.52	0.08	0	1.31	1.02	9,000	9,000	5.84	0.81	Good
220	8	0.78	0.25	0.41	0.05	0	0.73	0.43	6,000	6,000	4.44	0.72	Good
421	8	1.02	0.25	0.45	0.05	0	1.22	0.82	8,000	7,000	6.31	0.61	Good
372	8	2.01	0.6	2.20	0.28	0	22.97	11.93	52,000	25,500	2.39	0.53	Moderate
401	8	1.04	0.5	0.50	0.06	0	4.46	4.46	11,000	11,000	5.76	0.48	Moderate
366	8	1.05	0.46	0.69	0.09	0	1.63	0.90	7,000	6,500	5.32	0.42	Moderate
120	8	0.84	0.14	0.31	0.01	0	0.73	0.53	5,000	4,000	9.79	0.32	Moderate
216	8	2.42	1.01	1.48	0.19	0	4.98	3.39	10,000	9,500	2.83	0.30	Moderate
101	8	1.15	0.52	0.69	0.09	0	1.69	1.26	6,000	5,000	3.20	0.25	Moderate
158	8	1.21	0.69	0.87	0.11	0	2.15	2.18	5,000	5,000	2.12	0.25	Moderate
340	8	0.95	0.25	0.54	0.07	0	7.75	4.03	21,000	10,500	3.35	0.22	Moderate
106	8	0.83	0.34	0.54	0.07	0	1.40	1.20	4,000	4,000	2.70	0.20	Moderate
302	8	2.48	0.17	0.93	0.12	0	11.19	3.77	10,000	10,000	3.70	0.20	Moderate
152	6	2.55	0.93	1.36	0.23	0	14.33	9.79	30,000	11,000	3.49	0.14	Fair
156	8	1.49	0.75	0.94	0.12	0	3.05	2.96	10,000	4,500	4.80	0.10	Fair
324	15	4.24	1.49	2.38	0.16	0	73.72	49.84	197,000	20,000	3.41	0.09	Good
59	8	1.67	1.01	1.24	0.16	0	7.54	6.44	10,000	6,000	1.91	0.05	Good
1285	8	2.63	1.25	0.25	0.03	0	4.66	4.18	9,000	3,000	2.87	0.09	Good
261	12	2.14	1.2	1.78	0.15	0	26.10	17.17	50,000	10,000	1.48	0.08	Good
326	8	1.62	0.41	0.90	0.11	0	6.07	1.31	20,000	5,000	1.25	0.08	Good
379	8	1.62	0.66	1.13	0.14	0	21.55	14.27	52,000	10,000	2.23	0.08	Good
284	15	5.19	3.1	3.73	0.25	0	112.37	81.34	210,000	20,000	2.07	0.08	Good
424	18	0.52	0.24	0.30	0.02	0	0.72	1.00	2,000	2,000	3.32	0.08	Good
141	8	1.03	1.25	1.25	0.16	0	21.80	22.08	60,000	10,000	1.35	0.08	Good
288	18	4.74	1.9	2.75	0.15	0	97.80	48.77	254,000	20,000	3.27	0.04	Good
8	8	0.61	0.25	0.29	0.04	0	0.51	0.37	1,500	1,500	5.70	0.04	Good
249	8	2.05	0.85	1.47	0.18	0	29.70	28.44	70,000	10,000	2.03	0.07	Good
313	8	0.91	0.35	0.62	0.08	0	15.56	6.13	35,000	9,000	1.90	0.07	Good
316	8	1.11	0.5	0.83	0.10	0	19.18	10.23	45,000	10,000	1.83	0.07	Good
81	8	1.85	1.04	1.34	0.17	0	4.50	4.15	4,000	4,000	2.01	0.05	Good
384	8	0.88	0.25	0.50	0.06	0	3.40	1.33	6,000	4,000	3.33	0.05	Good
299	18	1.22	0.72	5.60	0.31	0	4.55	3.69	9,000	5,000	1.70	0.05	Good
277	8	0.99	0.5	0.52	0.07	0	4.16	3.94	4,000	3,500	4.59	0.05	Good
293	18	4.51	1.55	3.14	0.17	0	128.31	61.83	373,000	21,000	3.64	0.05	Good
144	15	1.08	0.4	0.73	0.05	0	2.23	1.77	3,000	3,000	2.43	0.05	Good
142	8	2.04	0.85	1.29	0.16	0	10.22	17.54	84,000	10,000	2.64	0.05	Good
411	8	0.63	0.25	0.30	0.04	0	0.59	0.41	3,000	1,500	5.33	0.05	Good
374	8	1.6	0.5	1.05	0.13	0	25.56	13.79	60,000	8,000	2.43	0.05	Good
232	12	1.57	0.63	1.15	0.10	0	10.31	4.44	15,000	5,000	1.94	0.05	Good
295	8	1.24	0.59	0.73	0.09	0	7.82	6.65	13,000	5,000	3.46	0.05	Good
311	8	0.81	0.72	5.60	0.70	0	0.21	0.20	1,000	1,000	3.32	0.05	Good
128	18	5.78	1.08	2.16	0.13	0	150.69	34.64	432,000	20,000	4.08	0.05	Good
291	18	4.77	1.96	2.83	0.16	0	100.42	75.60	270,000	16,000	3.11	0.05	Good
215	15	1.78	0.25	0.65	0.06	0	10.59	1.14	20,000	5,000	4.31	0.04	Good
56	8	1.41	1.01	1.14	0.14	0	11.39	15.21	15,000	5,000	1.60	0.04	Good
204	8	0.6	0.25	0.28	0.04	0	0.48	0.36	1,000	1,000	6.04	0.03	Good
410	8	0.27	0.25	0.25	0.03	0	0.38	0.38	1,000	1,000	1.19	0.03	Good
36	8	1.01	0.84	0.88	0.11	0	2.19	2.27	2,000	2,000	1.37	0.03	Good
172	8	1.93	1.08	1.49	0.19	0	13.13	10.44	25,000	4,500	1.74	0.03	Good
130	8	0.25	0.25	0.25	0.03	0	0.15	0.15	1,000	1,000	1.60	0.02	Good
416	8	0.53	0.25	0.25	0.03	0	0.82	0.82	1,000	1,000	6.26	0.02	Good
182	8	0.7	0.25	0.44	0.03	0	3.48	1.85	12,000	2,000	2.92	0.02	Good
411	8	1.11	0.35	0.71	0.09	0	9.51	4.67	10,000	3,000	2.39	0.02	Good
102	8	0.46	0.25	0.25	0.03	0	0.34	0.34	500	500	4.41	0.01	Good
70	10	1.03	0.42	0.54	0.05	0	1.95	1.24	1,000	1,000	4.66	0.01	Good
88	8	1.02	0.26	0.76	0.10	0	1.85	2.42	1,000	1,000	1.87	0.01	Good
181	8	2.12	1.07	1.57	0.20	0	2.18	1.75	8,000	1,000	1.72	0.01	Good
390	6	0.64	0.43	0.54	0.09	0	1.19	0.81	1,000	1,000	1.43	0.01	Good
418	8	1.01	0.33	0.65	0.08	0	1.67	0.90	1,000	1,000	2.56	0.01	Good
343	8	0.39	0.28	0.34	0.04	0	0.61	0.72	500	500	1.43	0.01	Good
419	18	6.47	6	6.00	0.33	0	684.25	684.25	1,000	500	1.11	0.01	Good
33	8	0.82	0.33	0.72	0.09	0	1.89	1.31	2,000	1,000	1.29	0.01	Good
376	8	1.07	0.67	0.87	0.11	0	2.71	2.46	7,000	1,000	1.58	0.01	Good
389	8	0.25	0.25	0.25	0.03	0	0.41	0.41	9,000	1,000	1.00	0.01	Good
385	8	0.78	0.25	0.44	0.06	0	1.30	1.03	2,000	1,000	3.22	0.01	Good
465	15	0.9	0.47	0.73	0.05	0	1.85	2.13	1,000	1,000	1.63	0.01	Good
6	8	0.59	0.25	0.39	0.04	0	0.65	0.50	2,000	500	3.51	0.01	Good
79	8	0.85	0.25	0.29	0.04	0	1.12	0.73	500	500	2.76	0.01	Good
170	8	0.44	0.25	0.25	0.03	0	0.84	0.82	500	500	3.89	0.01	Good
316	8	1.17	0.38	0.82	0.10	0	4.76	3.40	10,000	1,000	2.22	0.01	Good
242	8	0.92	0.27	0.56	0.07	0	1.42	0.65	500	500	2.43	0.01	Good
317	8	6	0.25	1.30	0.16	0	16.04	16.05	500	500	3.45	0.01	Good
410	18	0.74	0.34	0.51	0.03	0	1.48	1.43	9,500	500	2.45	0.01	Good
466	8	0.77	0.35	0.49	0.09	0	2.14	1.61	4,000	1,000	2.33	0.01	Good
20	6	1.39	1.28	1.31	0.22	0	4.45	1.09	3,000	1,000	1.14	0.00	Good
212	6	4.3	1.79	2.47	0.31	0	123.81	85.98	316,000	5,000	2.08	0.00	Good
255	18	3.44	2.22	2.65	0.15	0	134.32	108.14	331,000	5,000	1.40	0.00	Good
378	8	1.26	0.73	1.01	0.13	0	8.23	4.72	13,000	1,000	1.61	0.00	Good
361	8	0.76	0.32	0.59	0.07	0	4.09	1.14	5,300	1,000	1.79	0.00	Good
455	8	1.55	0.5	0.69	0.09	0	5.95	2.13	5,000	1,000	5.41	0.00	Good
375	8	1.03	0.79	0.84	0.11	0	2.52	2.30	300	500	1.39	0.00	Good
449	8	0.5	0.5	0.50	0.06	0	3.19	3.19	6,000	1,000	1.60	0.00	Good
445	8	1.35	1.22	1.39	0.20	0	10.77	9.20	7,000	3,000	1.53	0.00	Good
51	10	0.89	0.7	0.76	0.08	0	2.38	2.05	500	500	1.44	0.00	Good
348	8	1.56	0.93	1.13	0.16	0	3.63	2.82	4,300	500	2.03	0.00	Good
416	8	0.72	0.51	0.63	0.08	0	6.68	5.33	5,300	500	1.34	0.00	Good

**Manhole ID** – The unique identifier of the manhole where the iTracker was installed.

**Pipe Diameter** – Diameter of Pipe

**Depth Max** – The maximum water level across the data set

**Depth Min** – The minimum water level across the data set

**Average Dry Level** – The average dry level associated during a two-day period with no rain events

**Surcharge** – The condition in which the water has exceeded the pipe diameter, or anything more than full pipe

**Time in surcharge** – The total amount of time that the site experienced a surcharge condition

**% of full pipe DRY** – This value represents the level as compared with diameter during dry weather conditions

**Dry Weather Average Flow** – The estimated flow value in a defined dry weather period. Flow is calculated with Eastech algorithm

**Priority Level** – Indicates the level of priority in terms of the reaction to wet weather based on all data collected

**Manhole ID** – The unique identifier of the manhole where the iTracker was installed.

**Pipe Diameter** – Diameter of Pipe

**Depth Max** – The maximum water level across the data set

**Depth Min** – The minimum water level across the data set

**Average Dry Level** – The average dry level associated during a two-day period with no rain event

**Surcharge** – The condition in which the water has exceeded the pipe diameter, or anything more than full pipe

**Time in surcharge** – The total amount of time that the site experienced a surcharge condition

**Surcharge Max** – The maximum amount of surcharge observed over full pipe (note that levels above the measuring device cannot be measured)

**Estimated 4 Day Dry Weather** - the volume during dry weather pattern that is representative of flow without impacts of inflow and infiltration

**4 Day Rain Event I&I** - The estimated value of total inflow and infiltration measured. This total would include both I&I that is determined to be adjacent/local AND "carrier" I&I from sources determined to be further upstream

**Delta Q** - A calculated value utilizing local I&I values, ADWF, and total I&I. This score determined the relative severity



April 11, 2023  
Discussion

Proposed Amendment to Berryville Code Sec. 10-64.1: *Two Hours' Free Parking in Time-Restricted or Metered Spaces*

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**Background**

§46.2-1245 of the Virginia Code permits four hours of no-cost parking in time-restricted or metered spaces for vehicles on which disabled parking license plates or placards are displayed. The Virginia Code permits the Town Council to determine that section §46.2-1245 does not apply within the corporate limits of the Town, provided that the Council adopts an ordinance approving such a determination and that reasonable notice of that decision is provided.

Berryville Code Sec. 10-64.1, which was adopted by the Town Council, provides for up to two hours of no-cost parking in time-restricted or metered spaces for vehicles on which disabled parking license plates or placards are displayed.

At its February 23, 2023 meeting, the Public Safety Committee reviewed this matter and recommends that the Town Council consider amending Berryville Code Sec. 10-64.1 to change two hours to four hours. The Committee determined that it is best to utilize the four-hour limit contained in §46.2-1245 of the Virginia Code because it would eliminate confusion.

**Proposal**

The attached draft version of Berryville Code Sec. 10-64.1 provides for four hours of no-cost parking in time-restricted or metered spaces for vehicles on which disabled parking license plates or placards are displayed.

No public hearing is required to amend the Berryville Code, but the Town Council often advertises proposed changes to the code and affords the public an opportunity to provide input on such changes prior to the Council taking action.

**Attachments**

- Minutes of the February 23, 2023 Public Safety Committee
- §46.2-1245 of the Virginia Code
- Draft version of Berryville Code Sec. 10-64.1

**Recommended action**

Staff recommends that the Council authorize the publication of a notice informing the public of an opportunity to provide comment at the May Council meeting regarding the attached amendment to Berryville Code Sec. 10-64.1.

**Sample motion**

I move that the Council of the Town of Berryville authorize the publication of a notice informing the public of an opportunity to provide comment at the May Council meeting regarding the attached amendment to Berryville Code Sec. 10-64.1.

**BERRYVILLE TOWN COUNCIL PUBLIC SAFETY COMMITTEE**  
**Berryville-Clarke County Government Center**  
**MINUTES**  
**February 23, 2023**

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A meeting of the Berryville Town Council Public Safety Committee was held on Thursday, February 23, 2023 at 3:00 p.m. in the Berryville-Clarke County Government Center, located at 101 Chalmers Court in Berryville, Virginia.

**Attendance:**

Members of the Committee: Chair Grant Mazzarino, William Steinmetz

Staff: Town Manager Keith Dalton, Deputy Town Manager Jean Petti, Town Clerk Paul Culp

Media: none

**1. Call to Order**

Mr. Mazzarino called the meeting to order at 3:00 p.m.

**2. Approval of Agenda**

The agenda was approved by consensus on a motion by Mr. Steinmetz.

**3. Unfinished Business**

None.

**4. New Business**

**Berryville Code Section 10-64-1: Parking for the Disabled**

Mr. Mazzarino asked Mr. Dalton to explain what might need to be reviewed.

Mr. Dalton said Section 10-64.1 provides motorists who have handicap license plates or placards with two hours of parking without charge in time-restricted and metered spaces. He said the Code of Virginia provides for four hours of parking without charge in such spaces but permits localities to limit that time to two hours. He said that the Council had limited the no-charge parking time to two hours, but that he wants to make sure the Town meets the requirement that the public be made aware of the two-hour limit.

Mr. Dalton said he recommended that either stickers informing the public of the two-hour limit be placed on the meter heads or that the Council consider amending the Town Code to permit a four-hour limit. He said the Police Department will enforce the four-hour limit until such time as the matter has been discussed by the Council.

Mr. Dalton said the Streets and Utilities Committee will examine the availability of public handicap parking in the downtown area and he intends, after the two committees and the Council have completed their work, to send a flyer to downtown businesses to highlight off-street parking facilities and encourage business owners to use facilities like the Rixey Moore Parking lot and leave the on-street parking open for patrons.

Mr. Steinmetz said four hours would be a safe default, and Mr. Mazzarino concurred. Mr. Dalton said the two-hour no-cost parking limit had likely been adopted to be consistent with the two-hour limit on the metered spaces.

Mr. Steinmetz asked whether enforcement is complaint-based. Mr. Dalton said patrol officers respond to complaints and check the meters as a part of their regular rounds.

Mr. Dalton said the Streets and Utilities Committee will examine the availability of public handicap parking in the downtown area on March 15. He noted that when determining where a handicap space can be reserved, safety is paramount.

### **Short-term Rentals**

Ms. Petti said she had no new information to add to the report and discussion in the February 14 meeting of the full Council.

Mr. Mazzarino asked about the means of enforcing code provisions. Ms. Petti said it might be possible to prohibit advertising by entities that commit violations. She said Airbnb enjoins compliance and advises property owners of the possibility of locally mandated restrictions, but that code revisions might require some refinement of definitions.

Mr. Dalton asked whether regulation of parking is covered under zoning. Ms. Petti said it is part of the protocol for establishing maximum occupancy.

Mr. Dalton and Ms. Petti briefly discussed the possibility of creating a register. Mr. Steinmetz said this would be better than having inspections.

There was a discussion of owner-occupancy provision.

There was a discussion of whether accessory structures of less than 600 square feet would qualify. Mr. Dalton said no, and that use of the term "dwelling unit" would be advisable.

Mr. Mazzarino said the committee would propose no ordinance at present and that staff should draft a code amendment.

### **Departmental Report**

There was a brief discussion of the Police Department's current fully staffed status, with personnel including one new officer and a recently promoted sergeant.

Mr. Steinmetz recommended that interested parties inform themselves about public service grants for police officers.

There was a brief discussion of current and near-future equipment upgrades.

### **5. Other**

No other business came before the committee.

### **6. Closed Session**

None.

### **7. Adjourn**

The meeting adjourned by consensus at 3:45 p.m. on a motion by Mr. Steinmetz.

Code of Virginia  
Title 46.2. Motor Vehicles  
Chapter 12.1. Parking for Persons with Disabilities

**§ 46.2-1245. Four hours' free parking in time-restricted or metered spaces; local option.**

A. The disabled person, vehicle owner, or volunteer for an institution or organization to which disabled parking license plates, organizational removable windshield placards, permanent windshield placards, or temporary removable windshield placards are issued or any person to whom disabled parking license plates have been issued under subsection B of § [46.2-739](#) shall be allowed to park the vehicle on which such license plates or placards are displayed for up to four hours in metered or unmetered parking zones restricted as to length of parking time permitted and shall be exempted from paying parking meter fees of any county, city, or town.

B. This section shall not apply to any local ordinance which creates zones where stopping, standing, or parking is prohibited, or which creates parking zones for special types of vehicles, nor shall it apply to any local ordinance which prohibits parking during heavy traffic periods, during specified rush hours, or where parking would clearly present a traffic hazard.

C. The governing body of any county, city, or town may by ordinance provide that this section shall not apply within the boundaries or within any designated portion of such county, city, or town. Any county, city, or town adopting an ordinance pursuant to this subsection shall indicate by signs or other reasonable notice that the provisions of this section do not apply in such county, city, or town or designated portion thereof.

1997, cc. [783](#), [904](#); 2012, cc. [17](#), [286](#).

Sec. 10-64.1. - ~~Two~~ Four hours' free parking in time restricted or metered spaces.

- (a) The disabled person, vehicle owner, volunteer or employee for an institution or organization to which disabled parking license plates, organizational removable windshield placards, permanent windshield placards, or temporary removable windshield placards are issued or to whom disabled parking license plates have been issued under the Code of Virginia, § 46.2-739(B) shall be allowed to park the vehicle on which such license plates or placards are displayed for up to ~~two~~ four hours in metered or unmetered parking zones restricted as to the length of time permitted and shall be exempted from paying parking meter fees of the town.
- (b) This section shall not apply to zones where stopping, standing, or parking is prohibited, or parking zones for special types of vehicles, or where parking would clearly present a traffic hazard.

( Ord. of 1-9-18(2). )

**State Law reference**— Similar provision, Code of Virginia § 46.2-1245.

April 11, 2023  
Discussion

Discussion: Proposed Invitation for Bids – Paving, Milling, and Line Striping IFB#2023-01 and Proposed Invitation for Bids – Concrete Repair, Replacement, and New Installation IFB#2023-02

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### **Background**

The Town assumed responsibility for secondary street maintenance in 2012. Subsequently the Town has utilized VDOT secondary street maintenance funds to maintain secondary streets and associated improvements, maintain/purchase equipment, and the like.

Each year the Town contracts to have streets within the secondary system paved.

The Town also periodically issues an offering for concrete work. Most of the subject concrete work will be within the secondary street system, but because the offering secures unit pricing, the chosen contractor can be utilized for any of the Town's concrete repair needs.

### **Proposal**

IFB#2023-01 provides for asphalt work on Mosby Boulevard between Jackson Drive and North Buckmarsh Street, Second Street (paid for with Town General Fund monies, not VDOT Secondary Street Maintenance Funds), Willow Lane, Crown Street, and Treadwell Street between Rice Street and North Buckmarsh Street.

It is important to note that IFB#2023-01's scope provides for a total mill (to a depth of 5 inches) of Mosby Boulevard between Stuart and Ashby Courts. This additional step is being taken because this street section's poor condition.

IFB#2023-02 provides for sidewalk repair on Walnut Street and Swan Avenue.

Both IFB's are structured to provide the Town with unit pricing, which will permit the Town to complete other projects if necessary.

If the enumerated projects exceed available funds, then projects will be eliminated or altered to ensure that the package that is awarded can be funded.

### **Attachments**

- Proposed Invitation for Bids – Paving, Milling, and Line Striping IFB#2023-01
- Proposed Invitation for Bids – Concrete Repair, Replacement, and New Installation IFB#2023-02

**Recommended action**

Staff recommends that the Council authorize the issuance of these offerings and authorize the Town Manager to award the IFB's and execute documents related to the offerings and associated contracts.

**Sample motion**

I move that the Council of the Town of Berryville authorize the issuance of IFB#2023-01 and IFB#2023-02 and authorize the Town Manager to:

- Award the IFB's if the lowest responsible bidder's total price does not exceed funds available for this purpose.
- Execute any documents related to this matter.

**IFB#2023-01**

**INVITATION FOR BIDS  
TOWN OF BERRYVILLE  
PAVING, MILLING, AND LINE STRIPING  
IFB# 2023-01**

Issue Date: April 13, 2023

Title: Paving, Milling, and Line Striping IFB# 2023-01

Location of Work Site(s): Within the Corporate Limits of the Town of Berryville - see attached scope.

Period of Contract: Fiscal Year 2023 (Enumerated projects must be completed before July 1, 2023 unless an extension is approved in writing by the Town of Berryville).

Bid Submission:

Bidders must submit sealed bids.

Bidders must complete and return this cover sheet with their bids.

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

Before submitting bids, the bidders shall carefully examine the Specifications and other Contract Documents, visit the site of the work, and fully inform themselves by such means as they may think necessary or desirable as to all existing conditions and limitations.

Bids will be received until 10:00 a.m. (ET) on Tuesday, May 2, 2023.

Bid opening at 10:10 a.m. (ET) on Tuesday, May 2, 2023, in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611.

Outside of sealed bid must be clearly labeled "Paving, Milling, and Line Striping IFB#2023-01" and include the name and address of Offeror.

Bids may either be mailed or hand-delivered to:

Town of Berryville Business Office  
Attention: Paul Culp, Town 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 the 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 be marked late and will not be considered.

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

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.

All inquiries about this bid must be directed to Paul Culp at [townclerk@berryvilleva.gov](mailto:townclerk@berryvilleva.gov).

Bidder Certification:

In compliance with this Invitation for Bids (hereafter referred to as "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: _____
_____ Zip Code: _____	Date: _____
Federal Id #: _____	Telephone: (     ) _____
Email: _____	Fax: (     ) _____

Remainder of page left blank intentionally.

Prebid Conference: A mandatory Prebid conference will be held at 10:00 am (ET) Thursday April 20, 2023 in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611. NO ONE WILL BE ADMITTED AFTER 10:00 a.m. (ET). If special ADA accommodations are needed, please contact Paul Culp at [townclerk@berryvilleva.gov](mailto:townclerk@berryvilleva.gov) no later than Tuesday April 18, 2023.

Non-discrimination Notice:

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 and Intent of this IFB: The purpose and intent of this 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 locations as listed on *Bid Proposal Form Scope of Work* of this IFB.

Scope of Work Summary (See *Bid Proposal Form Scope of Work* for detailed scope): The Town of Berryville (hereafter referred to as "Town") requests pricing for the following streets: Mosby Boulevard from Ashby Court to N. Buckmarsh Street, Mosby Boulevard from Jackson Drive to Stuart Court, Mosby Boulevard from Stuart Court to Ashby Court, Second Street, Willow Lane, Crown Street, Treadwell Street from N. Buckmarsh Street to Rice Street. A vicinity map is attached to this IFB (streets in question are highlighted in green).

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, for which unit pricing shall apply.

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.

Contractor Responsibilities:

The successful bidder (hereafter referred to as "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 or the Town Manager.

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.

The 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.virginia.gov/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, 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 of experience in this field.

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.

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

The Contractor shall be responsible for removal and transport of asphalt millings and other waste to a Contractor provided dumpsite in a manner consistent with applicable law. No such waste shall be stockpiled in Town unless approved in advance by the Director.

The Contractor shall provide and post "No Parking" signs in appropriate locations as approved by the Director and deliver notices to individual occupancies regarding on-street 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.

The Contractor shall provide their own water and the means to transport and distribute said water to meet their needs.

The Contractor shall, after the completion of the project, repair and restore all property damaged by the Contractor's actions. Areas to be repaired include, but are not limited to, roads, drives, paths, parking lots, easement areas, and lawns. Contractor shall restore damaged property to the same or better condition as it was 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 in design, materials, workmanship, installation, fraud, or such gross mistakes as may amount to fraud.

Prebid Conference: A MANDATORY pre-bid meeting is scheduled at 10:00 a.m. (ET) on Thursday, April 20, 2023, in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611. Bidder attendance at this meeting will be a prerequisite for submitting a bid. Attendance at the meeting will be evidenced by the representative's signature on the attendance roster.

Bidder Questions/Addendums:

If bidder determines that there are discrepancies or omissions in the bid documents or if bidder has questions about bid documents, then they shall notify Paul Culp, Town Clerk, and seek additional information or clarification.

Questions and requests for clarification must be submitted to the Town no later than 1:00 p.m. (ET) on Monday, April 24, 2023, to Paul Culp, Town Clerk, via e-mail at [townclerk@berryvilleva.gov](mailto:townclerk@berryvilleva.gov).

To ensure fair consideration for all bidders, questions answered for 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 addendum(s), if issued, will be posted by 5:00 p.m. (ET) on Wednesday, April 26, 2023, at the addresses listed below:

Town website:

[berryvilleva.gov/2023/Bid-Procurement-Opportunities](http://berryvilleva.gov/2023/Bid-Procurement-Opportunities)

State Procurement website (eVA):

[eva.virginia.gov](http://eva.virginia.gov).

Please note that it is the bidder's responsibility to check these sites frequently for Addendums that may affect pricing, this document's requirements, and terms and/or conditions. Failure to sign and return an Addendum with bidder's 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.

Waiver of Informalities/Rejection of bids: 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, and 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.

Bid opening: 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 no earlier than 10:10 a.m. (ET).

Bid acceptance period: Any bid made 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 IFB, 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.

Withdrawal of bids: 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  
SF = Square Foot

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:

Contractor Registration

Bidder's Check List

Bid Bond Form

Bid Proposal Form Scope of Work

General Terms and Conditions - Invitation for Bids

W-9: Identification Number and Certification

Town's Vendor Registration/Update form

Vicinity Map

**Remainder of page left blank intentionally.**

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, then 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, then the bidder/offeror is required under Title 54.1- 1100, Code of Virginia (1950), as amended, 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, then the bidder/offeror is required under Title 54.1- 1100, Code of Virginia (1950), as amended, 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, and 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 his 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 CHECKLIST

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 of the following:

- \_\_\_\_\_ Enclose two (2) sets of the Bid form (one marked original and one copy) with all handwritten sections completed.
- \_\_\_\_\_ Bid Forms must be complete and have an original signature, preferably signed in blue ink.
- \_\_\_\_\_ Bid must be returned in an envelope with bid number and name of bid printed on the front.
- \_\_\_\_\_ Acknowledge in the bid any and all Addendums issued, manually sign each Addendum sheet, and submit it with bid.
- \_\_\_\_\_ Erasures or other descriptive literature, brochures, and/or data must be initialed by the person signing the bid.
- \_\_\_\_\_ 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

Offerors are encouraged to:

- make and retain a separate copy of this bid package for their records, and
- enclose bid in a separate sealed envelope when placing it in the shipping company packaging, if applicable.

**Remainder of page left blank intentionally.**

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 \_\_\_\_\_, 2023 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 \_\_\_\_\_, 2023, 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:

Principal \_\_\_\_\_

By: \_\_\_\_\_  
Corporate Secretary

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

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

\_\_\_\_\_

\_\_\_\_\_

Principal \_\_\_\_\_

(Corporate Seal)

**INVITATION FOR BID: PAVING, MILLING, AND LINE STRIPING**

Bid Proposal Form - Scope of Work - IBSF # 2023-01

**Mosby Boulevard: Ashby Court to North Buckmarsh Street**

Item Description	Estimated Qty/ Unit of Measure	Unit Price	Extended Price
Mill tie end joints	1 Bidder to verify length, areas marked by white paint		
Mill 2 inches curb relief	Approximate Length 2,300 feet		
Apply 2.0 inches of SM 9.5 AL	Approximate Width 36 Feet		
Length of Roadway	Approximate Length 1,150 feet		
Width of Roadway	Approximate Width 36 Feet		
Gore Areas	2 Areas match existing lengths		
Left Turn Arrows	3 Thermos Burn Down		
Right Turn Arrows	1 Thermos Burn Down		
<b>Total \$</b>			

**Mosby Boulevard: Jackson Drive to Stuart Court**

Item Description	Estimated Qty/ Unit of Measure	Unit Price	Extended Price
Mill tie end joints	1 Bidder to verify length, areas marked by white paint		
Mill 2 inch curb relief	Approximate Length 840 feet		
Apply 2.0 inches of SM 9.5 AL	Approximate Length 420 feet		
Width of Roadway	Approximate Width 36 feet		
Double Yellow Line	Approximate 440 feet		
Left Turn Arrows	2 Thermos Burn Down		
Stop Bar	1 12' x 2'		
White Line	White line at turn lane 180 feet		
<b>Total \$</b>			

**Mosby Boulevard: Stuart Court to Ashby Court**

Item Description	Estimated Qty/ Unit of Measure	Unit Price	Extended Price
Length of Roadway	Approximate Length 880 feet		
Width of Roadway	Approximate Width 36 feet		
Apply 2 inches of SM 9.5 AL	Approximate Width 36 feet		
Apply 3 inches of SM 25.0	Approximate Length 880 feet		
Total Mill 5 inches	Total mill entire length and width		
Double Yellow Line	Approximate Length 880 feet		
<b>Total \$</b>			





**Unit Pricing**

Item Description	Estimated Qty/ Unit of Measure	Unit Price	Extended Price
Mill tie-in joints	1 Linear Foot		
Mill curb relief	1 Linear Foot		
Apply 1.5 inches of SM 9.5 AL	PER TON		
Apply 2 inches of SM 9.5 AL	PER TON		
Apply Scratch Coat	PER TON		
Stop Bars (THERMO Burn Down) VDOT Std.	1 Linear Foot; Thermo Burn Down Application		
Crosswalks (THERMO Burn Down) VDOT Std.	1 Linear Foot; Thermo Burn Down Application		
Double Yellow Line Striping	1 Linear Foot; VDOT Approved Paint		
White Line Striping	1 Linear Foot; VDOT Approved Paint		
"SCHOOL" Lettering (Thermo Burn Down)	Match Existing; VDOT Approved Paint		
Left Turn Arrow (Thermo Burn Down)	Each; VDOT Std.		
Right Turn Arrow (Thermo Burn Down)	Each; VDOT Std.		
Straight Arrow (Thermo Burn Down)	Each; VDOT Std.		
Combo Straight Right or Left Turn Arrow (Thermo Burn Down)	Each; VDOT Std.		
Re-establish shoulders (21b stone)	PER TON		
Re-establish shoulders (Top Soil)	PER TON		
<b>Total \$</b>			

**GRAND TOTAL - SCOPE OF WORK** \$

In compliance with the 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.

General Terms and Conditions – Invitations for Bids

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.

General Terms and Conditions – Invitations for Bids

- 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

General Terms and Conditions -- Invitations for Bids

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 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)

General Terms and Conditions – Invitations for Bids

- 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.

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific instructions on page 8.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	<b>4</b> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

<b>Sign Here</b>	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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### 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, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 6 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and Its Instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2653	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

- <sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
  - <sup>2</sup> Circle the minor's name and furnish the minor's SSN.
  - <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
  - <sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.
- \*Note:** The grantor also must provide a Form W-9 to trustee of trust.  
**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.
- If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.
- If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4498 or submit Form 14039.
- For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Town of Berryville  
Vendor Registration

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



**IFB#2023-02**

**INVITATION FOR BIDS  
TOWN OF BERRYVILLE  
CONCRETE: REPAIR, REPLACEMENT, AND NEW INSTALLATION  
IFB# 2023-02**

Issue Date: April 13, 2023

Title: Concrete: Repair, Replacement, and New Installation IFB# 2023-02

Location of Work Site(s): Within the Corporate Limits of the Town of Berryville – see attached scope

Period of Contract: Fiscal Year 2023 (Enumerated projects must be completed before July 1, 2023 unless an extension is approved in writing by the Town of Berryville).

Bid Submission:

Bidders must submit sealed bids.

Bidders must complete and return this cover sheet with their bids.

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

Before submitting bids, the bidders shall carefully examine the Specifications and other Contract Documents, visit the site of the work, and fully inform themselves by such means as they may think necessary or desirable as to all existing conditions and limitations.

Bids will be received until 10:00 a.m. (ET) on Tuesday, May 2, 2023.

Bid opening at 10:20 a.m. (ET) on Tuesday, May 2, 2023, in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611.

Outside of sealed bid must be clearly labeled "Concrete: Repair, Replacement, and New Installation IFB#2023-02" and include the name and address of Offeror.

Bids may either be mailed or hand-delivered to:

Town of Berryville Business Office  
Attention: Paul Culp, Town 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 the 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 be marked late and will not be considered.

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

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.

All inquiries about this bid must be directed to Paul Culp at [townclerk@berryvilleva.gov](mailto:townclerk@berryvilleva.gov).

**Bidder Certification:**

In compliance with this Invitation for Bids (hereafter referred to as "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: _____
_____ Zip Code: _____	Date: _____
Federal Id #: _____	Telephone: (     ) _____
Email: _____	Fax: (     ) _____

**Remainder of page left blank intentionally.**

**Prebid Conference:** A mandatory Prebid conference will be held at 10:00 am (ET) Thursday April 20, 2023, in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611. NO ONE WILL BE ADMITTED AFTER 10:00 a.m. (ET). If special ADA accommodations are needed, please contact Paul Culp at [townclerk@berryvilleva.gov](mailto:townclerk@berryvilleva.gov) no later than Tuesday April 18, 2023.

**Non-discrimination Notice:**

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 and Intent of this IFB:** The purpose and intent of this 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 locations as listed on *Bid Proposal Form Scope of Work* of this IFB.

**Scope of Work Summary (See Bid Proposal Form Scope of Work for detailed scope):** The Town of Berryville (hereafter referred to as "Town") requests pricing for the following streets: Walnut Street, and Swan Avenue. A vicinity map is attached to this IFB (streets in question are highlighted in green).

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, for which unit pricing shall apply.

**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.

**Contractor Responsibilities:**

The successful bidder (hereafter referred to as "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 or the Town Manager.

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.

The 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, 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 of experience in this field.

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.

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

The Contractor shall be responsible for removal and transport of asphalt millings and other waste to a Contractor provided dumpsite in a manner consistent with applicable law. No such waste shall be stockpiled in Town unless approved in advance by the Director.

The Contractor shall provide and post "No Parking" signs in appropriate locations as approved by the Director and deliver notices to individual occupancies regarding on-street 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.

The Contractor shall provide their own water and the means to transport and distribute said water to meet their needs.

The Contractor shall, after the completion of the project, repair and restore all property damaged by the Contractor's actions. Areas to be repaired include, but are not limited to, roads, drives, paths, parking lots, easement areas, and lawns. Contractor shall restore damaged property to the same or better condition as it was 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 in design, materials, workmanship, installation, fraud, or such gross mistakes as may amount to fraud.

**Prebid Conference:** A MANDATORY pre-bid meeting is scheduled at 10:00 a.m. (ET) on Thursday, April 20, 2023, in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611. Bidder attendance at this meeting will be a prerequisite for submitting a bid. Attendance at the meeting will be evidenced by the representative's signature on the attendance roster.

**Bidder Questions/Addendums:**

If bidder determines that there are discrepancies or omissions in the bid documents or if bidder has questions about bid documents, then they shall notify Paul Culp, Town Clerk, and seek additional information or clarification.

Questions and requests for clarification must be submitted to the Town no later than 1:00 p.m. (ET) on Monday, April 24, 2023, to Paul Culp, Town Clerk, via e-mail at [townclerk@berryvilleva.gov](mailto:townclerk@berryvilleva.gov).

To ensure fair consideration for all bidders, questions answered for 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 addendum(s), if issued, will be posted by 5:00 p.m. (ET) on Wednesday, April 26, 2023, at the addresses listed below:

Town website:

[berryvilleva.gov/2023/Bid-Procurement-Opportunities](http://berryvilleva.gov/2023/Bid-Procurement-Opportunities)

State Procurement website (eVA):

[eva.virginia.gov](http://eva.virginia.gov).

Please note that it is the bidder's responsibility to check these sites frequently for Addendums that may affect pricing, this document's requirements, and terms and/or conditions. Failure to sign and return an Addendum with bidder's 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.

**Waiver of Informalities/Rejection of bids:** 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, and 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.

Bid opening: 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 no earlier than 10:20 a.m. (ET).

Bid acceptance period: Any bid made 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 IFB, 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.

Withdrawal of bids: 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  
SF = Square Feet

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:

Contractor Registration

Bidder's Check List

Bid Bond Form

Bid Proposal Form Scope of Work

Pricing Schedule

General Terms and Conditions - Invitation for Bids

W-9: Identification Number and Certification

Town's Vendor Registration/Update form

**Remainder of page left blank intentionally.**

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, then 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, then the bidder/offeror is required under Title 54.1- 1100, Code of Virginia (1950), as amended, 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, then the bidder/offeror is required under Title 54.1- 1100, Code of Virginia (1950), as amended, 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, and 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 his 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 CHECKLIST

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 of the following:

- \_\_\_\_\_ Enclose two (2) sets of the Bid form (one marked original and one copy) with all handwritten sections completed.
- \_\_\_\_\_ Bid Forms must be complete and have an original signature, preferably signed in blue ink.
- \_\_\_\_\_ Bid must be returned in an envelope with bid number and name of bid printed on the front.
- \_\_\_\_\_ Acknowledge in the bid any and all Addendums issued, manually sign each Addendum sheet, and submit it with bid.
- \_\_\_\_\_ Erasures or other descriptive literature, brochures, and/or data must be initialed by the person signing the bid.
- \_\_\_\_\_ 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

Offerors are encouraged to:

- make and retain a separate copy of this bid package for their records, and
- enclose bid in a separate sealed envelope when placing it in the shipping company packaging, if applicable.

**Remainder of page left blank intentionally.**

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 \_\_\_\_\_, 2023 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 \_\_\_\_\_, 2023, 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:

Principal \_\_\_\_\_

By: \_\_\_\_\_  
Corporate Secretary

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

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

\_\_\_\_\_

\_\_\_\_\_

Principal \_\_\_\_\_

(Corporate Seal)





## PRICING SCHEDULE

### CONCRETE: REPAIR, REPLACE, AND NEW INSTALLATIONS

**PRE-INSTALLATION:** Concrete shall be placed on a properly prepared sub-grade with 4 inches of compacted 21A base stone. Where existing 21-A sub-base is utilized, there will be a 15% reduction to the cost of the pour for that area.

Unit quantities shall be cumulative per job address unless waived in writing by the applicable department.

The following is a schedule of the units used in the Pricing Schedule of this solicitation:

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

Prices quoted for each line item shall include overhead, profit, taxes, insurance and all other applicable fees and costs. Bidders **MUST** bid on all line items to be considered for award.

**NOTE:** The Contractor will invoice all materials, specialized equipment rental or subcontractors, based on the actual cost of the material, equipment or subcontractors. No additional costs of any kind will be allowed. Invoices shall be accompanied by service/work tickets.

The quantities specified in this solicitation are estimates only, and are given for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period.

### PART 1: CONCRETE, REPLACEMENT

#### Section A. LINE ITEMS 1-33, REPLACEMENT OF EXISTING CONCRETE

Prices quoted in this Section shall include cost for labor, backfilling, grading, seeding, and mulching of disturbed areas that are adjacent to the concrete work area. This includes the entire perimeter of the concrete work areas.

LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
Remove and Replace Concrete Walk, 4 inch thick					
1	Project size: 1 - 25 square yards	100	SY	\$	\$
2	Project size: 26 - 50 square yards	100	SY	\$	\$
3	Project size: 51 - 100 square yards	100	SY	\$	\$
4	Project size: 101 + square yards	100	SY	\$	\$
Remove and Replace Concrete Walk, 4 inch thick, Exposed Aggregate Finish					
5	Project size: 1 - 25 square yards	100	SY	\$	\$
6	Project size: 26 - 50 square yards	100	SY	\$	\$
7	Project size: 51 - 100 square yards	100	SY	\$	\$
8	Project size: 101 + square yards	100	SY	\$	\$

**PRICING SCHEDULE**

<b>Section A. LINE ITEMS 1-33, REPLACEMENT OF EXISTING CONCRETE, continued</b>					
Prices quoted in this Section shall include cost for labor, backfilling, grading, seeding, and mulching of disturbed areas that are adjacent to the concrete work area. This includes the entire perimeter of the concrete work areas.					
Remove and Replace Curb and Gutter, 4 inch thick, (VDOT standard GC-7, latest revision)					
LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
9	Project size: 1 - 25 linear feet	100	LF	\$	\$
10	Project size: 26 - 50 linear feet	100	LF	\$	\$
11	Project size: 51 - 100 linear feet	100	LF	\$	\$
12	Project size: 101 + linear feet	100	LF	\$	\$
Remove and Replace Curb and Gutter, 6 inch thick, (VDOT standard GC-6, latest revision)					
13	Project size: 1 - 25 linear feet	100	LF	\$	\$
14	Project size: 26 - 50 linear feet	100	LF	\$	\$
15	Project size: 51 - 100 linear feet	100	LF	\$	\$
16	Project size: 101 + linear feet	100	LF	\$	\$
Remove and Replace Curb and Gutter, 4 inch thick, (VDOT standard GC-3, latest revision)					
17	Project size: 1 - 25 linear feet	100	LF	\$	\$
18	Project size: 26 - 50 linear feet	100	LF	\$	\$
19	Project size: 51 - 100 linear feet	100	LF	\$	\$
20	Project size: 101 + linear feet	100	LF	\$	\$
Remove and Replace Curb, Standard 6 inch, (VDOT standard GC-2, latest revision)					
21	Project size: 1 - 25 linear feet	100	LF	\$	\$
22	Project size: 26 - 50 linear feet	100	LF	\$	\$
23	Project size: 51 - 100 linear feet	100	LF	\$	\$
24	Project size: 101 + linear feet	100	LF	\$	\$

**PRICING SCHEDULE**

<b>Section A. LINE ITEMS 1-33, REPLACEMENT OF EXISTING CONCRETE, continued</b>					
Prices quoted in this Section shall include cost for labor, backfilling, grading, seeding, and mulching of disturbed areas that are adjacent to the concrete work area. This includes the entire perimeter of the concrete work areas.					
LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
25	Remove and Replace Concrete Steps (Poured In place per CY)	100	CY	\$	\$
26	Remove and Replace Handicap Curb Cut, 4 inch (CW-1), with Broom Finish	100	EA	\$	\$
27	Remove and Replace Handicap Curb Cut, 4 inch (CW-1), with Exposed Aggregate Finish	100	EA	\$	\$
28	Remove and Replace Handicap Curb Cut, 4 inch with Truncated Domes, (VDOT standard CG-12, latest revision)	100	EA	\$	\$
29	Removal of Ramp	100	SY	\$	\$
30	Remove and Replace Concrete Drive Apron (Town of Berryville Construction Standards)	100	SY	\$	\$
31	Remove and Replace Concrete Slab, 6 inch (Class A-3)	100	SY	\$	\$
32	Remove and Replace Concrete Driveway Slab, 6 inch (Class A-3/High-Early Mix)	100	SY	\$	\$
33	Remove and Replace Concrete Driveway Slab, 8 inch (Class A-3/High-Early Mix)	100	SY	\$	\$
<b>TOTAL AMOUNT OF LINE ITEMS 1-33</b>				\$	\$
<b>Section B: LINE ITEMS 34-40, Miscellaneous</b>					
34	Saw Cutting (concrete)	100	LF	\$	\$
35	Wire Mesh Reinforcement (any gauge as per project requirement)	100	SF	\$	\$
36	Angle Iron Reinforcement, 4" X 4"	100	LF	\$	\$
37	Asphalt Repair - 5 SY or less up to 6 inch thick compacted in lifts <u>per site visit</u>	100	EA	\$	\$
38	Asphalt Repair - requiring more than 5 SY less up to 6 inch thick compacted in lifts <u>per site visit</u>	100	SY	\$	\$
39	Base Stone, 21A, Compacted in Place - for locations needing depths greater than 4 inches	100	TN	\$	\$
40	Excavation per cubic yard - for locations where Director has directed additional depths below 4 inches	100	CY	\$	\$
<b>TOTAL AMOUNT OF LINE ITEMS 34-40</b>				\$	\$
<b>TOTAL AMOUNT OF PART 1:</b>				\$	\$

**PRICING SCHEDULE**

<b>PART 2: CONCRETE, NEW INSTALLATIONS</b>					
<b>Section A: LINE ITEMS 41-73, CONCRETE WALK, CURBS AND GUTTERS</b>					
Prices quoted in this Section shall include cost for labor, backfilling, grading, seeding, and mulching of disturbed areas that are adjacent to the concrete work area. This includes the entire perimeter of the concrete work areas.					
LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
<b>Install Concrete Walk, 4 inches, with Broom Finish</b>					
41	Project size: 1 - 25 square yards	100	SY	\$	\$
42	Project size: 26 - 50 square yards	100	SY	\$	\$
43	Project size: 51 - 100 square yards	100	SY	\$	\$
44	Project size: 101 + square yards	100	SY	\$	\$
<b>Install Concrete Walk, 4 inch, with Exposed Aggregate Finish</b>					
45	Project size: 1 - 25 square yards	100	SY	\$	\$
46	Project size: 26 - 50 square yards	100	SY	\$	\$
47	Project size: 51 - 100 square yards	100	SY	\$	\$
48	Project size: 101 + square yards	100	SY	\$	\$
<b>Install Curb and Gutter, 4 inch (VDOT standard GC-6, latest revision)</b>					
49	Project size: 1 - 25 linear feet	100	LF	\$	\$
50	Project size: 26 - 50 linear feet	100	LF	\$	\$
51	Project size: 51 - 100 linear feet	100	LF	\$	\$
52	Project size: 101 + linear feet	100	LF	\$	\$
<b>Install Curb and Gutter, 6 inch (VDOT standard GC-7, latest revision)</b>					
49	Project size: 1 - 25 linear feet	100	LF	\$	\$
50	Project size: 26 - 50 linear feet	100	LF	\$	\$
51	Project size: 51 - 100 linear feet	100	LF	\$	\$
52	Project size: 101 + linear feet	100	LF	\$	\$

**PRICING SCHEDULE**

<b>Section A: LINE ITEMS 41-73, CONCRETE WALK, CURBS AND GUTTERS, continued</b>					
Prices quoted in this Section shall include cost for labor, backfilling, grading, seeding, and mulching of disturbed areas that are adjacent to the concrete work area. This includes the entire perimeter of the concrete work areas.					
LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
<b>Install standard 4 inch curb (VDOT standard GC-2, latest revision)</b>					
57	Project size: 1 - 25 linear feet	100	LF	\$	\$
58	Project size: 26 - 50 linear feet	100	LF	\$	\$
59	Project size: 51 - 100 linear feet	100	LF	\$	\$
60	Project size: 101 + linear feet	100	LF	\$	\$
<b>Install 6 inch standard curb (VDOT standard GC-3, latest revision)</b>					
61	Project size: 1 - 25 square yards	100	LF	\$	\$
62	Project size: 26 - 50 square yards	100	LF	\$	\$
63	Project size: 51 - 100 square yards	100	LF	\$	\$
64	Project size: 101 + square yards	100	LF	\$	\$
65	Handicap Curb Cut, (CW-1), with broom finish and associated curb work	100	EA	\$	\$
66	Handicap Curb Cut, (CW-1), with exposed aggregate finish	100	EA	\$	\$
67	Handicap Curb Cut, with truncated domes (VDOT Standard CG-12, latest revision)	100	LF	\$	\$
68	Ramp, 4 inches, with metal railing sleeves	100	SY	\$	\$
69	Ramp, 4 inches, with a vertical concrete lip/curb, 2 inches high by 6 inches wide on both running edges (Metal railing sleeves to be included)	100	SY	\$	\$
70	Concrete drive apron, 6 inches thick (Town of Berryville Construction Standards)	100	SY	\$	\$
71	Concrete slab 6 inches thick (Class A-3)	100	SY	\$	\$
72	Concrete driveway slab 6 inches thick (Class A-3/High-Early Mix)	100	SY	\$	\$
73	Concrete driveway slab 8 inches thick (Class A-3/High-Early Mix)	100	SY	\$	\$
<b>TOTAL AMOUNT OF SECTION A (Line Items 41-73)</b>				<b>\$</b>	<b>\$</b>

**PRICING SCHEDULE**

<b>Section B: LINE ITEMS 74-86, MISCELLANEOUS</b>					
Prices quoted in this Section shall include all imposed costs for fulfilling the requirement.					
LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
Install standard 4 inch curb (VDOT standard GC-2, latest revision)					
74	Extra charge for aggregate finish	100	SF	\$	\$
75	Clean fill material	100	CY	\$	\$
76	Reseeding of disturbed lawn areas - to include areas damaged by equipment	100	SF	\$	\$
77	Sod of disturbed lawn areas - to include areas damaged by equipment	100	SF	\$	\$
78	Footing trench excavation	100	CY		
79	Footing A-3 concrete poured in place	100	CY		
80	Retaining walls, concrete gravity, R-W-2 (VDOT Specification)	100	CY	\$	\$
81	Retaining walls, concrete gravity, R-W-3 (VDOT Specification)	100	CY	\$	\$
82	New concrete steps poured in place on a properly prepared sub-grade with 4 inches of compacted 21A base stone	100	CY	\$	\$
83	Miscellaneous Class A-3 concrete, including formwork, poured in place	100	CY	\$	\$
84	Miscellaneous reinforcing steel per VDOT Section 406	100	TN	\$	\$
85	Caulking (material & installation)	100	LF	\$	\$
86	Truncated domes (furnished & installed)	100	EA	\$	\$
TOTAL AMOUNT OF SECTION B (Line Items 74-86)				\$	\$
TOTAL AMOUNT OF PART 2:				\$	\$

**PRICING SCHEDULE**

**PART 3, LABOR RATES: LINE ITEMS 87-91**

Indicate your firm's labor rates. Labor rates shall be paid on the basis of time on the job site. Regular time is 7:00 AM to 6:00 PM, Monday through Friday. Overtime is Monday through Friday 6:00 PM to 7:00 AM, Weekends and Holidays. Overtime hours shall not exceed 1 1/2 times the contractor's regular rate. Labor rates shall include all direct and indirect costs such as transportation, travel, project supervision, general administrative costs and profit, etc.

LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE
87	Labor Rate, Regular Hours, Brick Pavers Installer	1	HR	\$
88	Labor Rate, Regular Hours, Footing Formwork	1	HR	\$
89	Labor Rate, Regular Hours, Fabrication and Installation	1	HR	\$
90	Labor Rate, Regular Hours, Metal Work Fabrication	1	HR	\$
91	Labor Rate, Regular Hours, Metal Work Installation	1	HR	\$
<b>TOTAL AMOUNT OF PART 3 (Line Items 87-91)</b>				<b>\$</b>

**GRAND TOTAL OF BID:**

**\$**

**TIME OF PERFORMANCE:**

The Town requires that all routine work be scheduled and started no later than ten (10) calendar days from the date of notification by Town personnel, unless otherwise agreed upon at the time of notification to proceed. Response time for emergency work is required to be within two (2) calendar days after notification. Indicate Response Times IF different than ten (10) days for routine work and two (2) days for emergencies.

\_\_\_\_\_ Days after notification for routine work

\_\_\_\_\_ Days after notification for emergency work

**CONTRACTOR'S LICENSE:**

Indicate the license number and classification for which your company has been issued a contractor's license by the Board of Contractors of the Commonwealth of Virginia as defined in section 54.1-1100 of Code of Virginia.

License Number: \_\_\_\_\_ Class: \_\_\_\_\_

**CONTACT PERSON(S):**

List a contact person's name and telephone number for normal Town working hours, 7:00 AM - 6:00 PM, Monday through Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal Town working hours (nights and/or weekends), list a contact person's name and telephone number, or have a voicemail paging system or answering service. Bidders using a voicemail paging system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes.

Type of answering system used by your firm:

\_\_\_\_\_ Voicemail Paging                  \_\_\_\_\_ Answering Service

**Normal Working Hours**

Name(s): \_\_\_\_\_

Telephone: \_\_\_\_\_

**Emergency Hours (outside normal Town hours, nights and/or weekends)**

Name(s): \_\_\_\_\_

Telephone: \_\_\_\_\_

**REFERENCES:** List below three (3) references for whom you have provided similar work during the past two (2) years. Include the contact person's name, address and telephone number for each of the contracts.

1) Name: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

2) Name: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

3) Name: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

## 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.

General Terms and Conditions -- Invitations for Bids

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.

General Terms and Conditions -- Invitations for Bids

- 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

General Terms and Conditions – Invitations for Bids

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)

General Terms and Conditions -- Invitations for Bids

- 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.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note:** ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Town of Berryville  
Vendor Registration

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 Meeting Item Report Summary 11 April 2023

**Item Title:**

Employee Manual Review and update 2023

**Background/History General Information**

Berryville's current employee manual was adopted in 2014 and has been amended several times. A comprehensive update has been deemed desirable and was undertaken in early 2023. Department Heads and Town Manager provided comment and direction. The current draft reflects recommended text to comply with federal and state regulation as provided by Berryville's risk-sharing insurance advisor, VRSA.

Personnel Committee reviewed the prospective manual at their meeting 27 February 2023. A draft reflecting committee's recommendations was provided to councilmembers for review/comment 15 March 2023. No further revisions were requested.

**Findings/Current Activity**

In addition to adoption of proposed employee manual, staff requests consideration of revisions to current *Resolution for a Drug-Free Workplace*. The current resolution includes a reference to a section title of the former employee manual which has not been carried over into the proposed employee manual.

As this policy was adopted by resolution, staff recommends replacement as a separate motion. Drug-Free Workplace policies are a prerequisite for consideration for federal grant funding of any amount. Proposed text based on VRSA recommendations is provided.

**Financial Considerations**

None.

**Schedule/Deadlines**

None.

**Other Considerations**

None

**Attachments**

1. Draft Employee Manual
2. Existing Resolution for a Drug-Free Workplace
3. Draft Resolution for a Drug-Free Workplace

### **Recommendation**

1. Approval of Employee Manual as presented.
2. Rescission of existing *Policy for a Drug-Free Workplace* and adoption of a replacement policy by resolution.

### **Sample Motion**

"I move the Council of the Town of Berryville adopt the proposed *Employee Manual*, and I move to rescind the current *Resolution for a Drug-Free Workplace* and adopt *the Resolution for a Drug-Free Workplace* as presented 11 April 2023."

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

**April 5, 2023**

### **General Information**

I have been working on the FY Paving and Concrete bid offering and should have everything ready to go out for bids after the Council approves the offering.

The water improvement project phase on Josephine Street is moving along well and the railroad bore is set for the week of April 17<sup>th</sup> through April 24<sup>th</sup> .

The street trees slated for elimination have been removed. Temporary patching has been installed until concrete can be installed. Concrete patches (where required) will be completed as part of our Paving and Concrete bid items be offered this FY.

### **Water**

We experienced no water breaks during the past month.

The water meter upgrade on Treadwell Street is nearing completion and the new water main on Crown Street will be completed within the next two weeks.

### **Sewer**

Public Works staff will soon begin inspection of areas of concern, as identified in the I&I study.



## BERRYVILLE POLICE DEPARTMENT

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(T) 540.955.3863 (F) 540.955.0207  
[policeadmin@berryvilleva.gov](mailto:policeadmin@berryvilleva.gov)  
W. Neal White – Chief of Police

### MEMO

**DATE:** 04/05/2023  
**TO:** Town Council  
**FROM:** Chief W. Neal White   
**CC:**  
**RE:** Police Department Monthly Report – 04/11/2023

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#### Monthly Activity Report

The activity report for the month of March 2023 is attached to this document.

#### Public Safety Committee

The Public Safety Committee did not meet in March. The next scheduled meeting of the committee is set for May 25, 2023.



## BERRYVILLE POLICE DEPARTMENT

101 Chalmers Ct., Suite A, Berryville VA 22611

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

W. Neal White – Chief of Police

# Police and Security Report

Month/Year: March	Year To Date 2023	March 2023	February 2023
<b><u>Complaints Answered</u></b>			
911 Hang Up:	1	0	1
Alarms:	22	9	7
Animal Complaint:	28	8	11
Assault:	8	2	2
Assist County:	20	5	8
Assist EMS and Fire:	35	19	6
Auto Larceny:	0	0	0
Burglary:	1	1	0
Civil Complaints:	25	14	6
Disturbance:	7	1	4
Domestic Disturbance:	8	3	4
Driving Under the Influence	2	2	0
Drunk In Public:	0	0	0
Fraud:	8	4	2
Larceny:	14	6	5
Harassment/Intimidation:	3	2	0
Homicide:	0	0	0
Identity Theft	1	1	0
Juvenile Related:	12	3	3
Mental Health Crisis:	38	12	13
Narcotics Related:	1	0	1
Noise:	10	2	2
Public Service:	0	0	0
Sexual Assault:	0	0	0
Robbery:	0	0	0
Shoplifting:	0	0	0
Suspicious Activity:	31	9	7
Trespassing:	1	1	0
Vandalism:	10	2	5
Welfare Check:	26	8	5
Miscellaneous Complaints:	160	63	42
<b>Total Complaints Answered:</b>	<b>472</b>	<b>177</b>	<b>134</b>



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 W. Neal White – Chief of Police

### Police and Security Report (Continued)

	Year To Date 2023	March 2023	February 2023
<b><u>Traffic</u></b>			
Accidents Investigated:	13	1	7
Assist Motorist:	0	0	0
Child Safety Seat Install:	1	0	0
Funeral Escort:	9	2	3
Hit & Run:	2	0	1
Parking Tickets:	92	29	47
Traffic Warnings:	44	26	10
<b><u>Traffic Summons Issued</u></b>			
Defective Equipment:	0	0	0
Driving Suspended:	0	0	0
Expired Inspection:	0	0	0
Expired Registration:	1	0	0
Fail to Obey Highway Sign:	16	7	6
Fail to Obey Traffic Signals:	0	0	0
Fail to Stop/Lights & Siren:	0	0	0
Fail to Yield Right of Way:	1	0	0
Hit and Run:	0	0	0
No Liability Insurance:	0	0	0
No Operator's License:	1	0	1
No Seat Belt:	0	0	0
Reckless Driving:	1	0	0
Speeding:	14	10	2
Miscellaneous Summons:	4	1	1
<b>Total Traffic Summons Issued:</b>	<b>38</b>	<b>18</b>	<b>10</b>
<b><u>Found Open at Businesses in Town</u></b>			
Doors:	3	1	0
Windows:	0	0	0
Garage Doors:	0	0	0



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 W. Neal White – Chief of Police

### Police and Security Report (Continued)

	Year To Date 2023	March 2023	February 2023
<b><u>Criminal Papers Served</u></b>			
Abduction:	0	0	0
Arson:	0	0	0
Assault and Battery:	7	0	5
Assault and Battery on Police Officer:	2	0	2
Auto Larceny:	0	0	0
Breaking and Entering:	0	0	0
Capias:	1	0	1
Disorderly Conduct:	0	0	0
Driving Under the Influence:	0	0	0
Drunk In Public:	0	0	0
Fail to Obey Police Officer:	1	0	1
Fail to Pay Parking Ticket:	0	0	0
Forgery:	0	0	0
Fraud:	4	0	4
Homicide:	0	0	0
Illegal Drugs/Paraphernalia:	0	0	0
Larceny:	1	1	0
Possess Alcohol Underage:	0	0	0
Protective Order Violations:	4	4	0
Rape:	0	0	0
Resisting Arrest:	0	0	0
Robbery:	0	0	0
Shoplifting:	19	0	0
Trespassing:	0	0	0
Vandalism:	3	0	3
Weapons Violation:	0	0	0
Miscellaneous Criminal Arrests:	12	3	6
<b>Juvenile Detention Order Totals:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Criminal Arrests:</b>	<b>54</b>	<b>8</b>	<b>22</b>



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 W. Neal White – Chief of Police

**Police and Security Report (Continued)**

	Year To Date 2023	March 2023	February 2023
<b><u>Response to Resistance</u></b>			
Total Community Interface	623	230	184
Total Enforcement Contacts	137	53	42
Physical Custody	6	0	4
Reported Force Involved	1	0	1
Administrative Review - Justified	1	0	1
Administrative Review - Not Justified	0	0	0
Complaint of Injury - Arrestee	0	0	0
Medical Treatment for Injury - Arrestee	0	0	0
Complaint of Injury - Officer	0	0	0
Medical Treatment for Injury - Officer	0	0	0
<b><u>Type of Force Involved</u></b>			
Compliance Hold / Open Hands	1	0	1
Takedown	0	0	0
Strikes (Hands / Knees)	0	0	0
Chemical Sprays (O.C.)	0	0	0
Impact Weapon (Baton)	0	0	0
Mechanical Non-Lethal	0	0	0
Firearm	0	0	0
<b><u>Arrestee Demographics</u></b>			
White Male	2	0	1
Black Male	3	0	2
Other Male	0	0	0
White Female	1	0	1
Black Female	0	0	0
Other Female	0	0	0



## Town Council Agenda Item Report Summary

April 11, 2023

### Item Title

Community Development Update

### Prepared By

Christy Dunkle

---

### Planning Commission

The Planning Commission met on Tuesday, March 28, 2023. To discuss short-term rental regulations. A synopsis of the meeting is included under the Deputy Town Manager's staff report.

Their next meeting is scheduled for Tuesday, April 25, 2023 at 7:00 p.m.

### Berryville Area Development Authority

The BADA did not hold a meeting in March. Their next meeting is scheduled for Wednesday, April 26, 2023 at 6:00 p.m.

### Architectural Review Board

The ARB met on Wednesday, April 5, 2023 and discussed the following item:

#### Sign Review

**Vincent Petti, Owner, Petti Pest Control, LLC, is requesting a Certificate of Appropriateness in order to install a 12 square foot wall sign on the building located at 310 N. Buckmarsh Street, identified as Tax Map Parcel number 14A2-((A))-4, zoned C-1 Commercial. *Approved as presented.***

Their next meeting is scheduled for Wednesday, May 10, 2023 at 12:30 p.m.

### Tree Board

The Tree Board has not met since the last Council meeting.

### Board of Zoning Appeals

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

### Berryville Celebrates 225 Committee

Local authors will be featured at an event on Saturday, April 8. An art show featuring local artists will be on display through the end of the month.

## Town Council Agenda Item Report Summary

April 11, 2023

### Item Title

Construction Project Update

### Prepared By

Christy Dunkle

---

#### Shenandoah Crossing Subdivision

- 82 single-family homes
- Developed by D.R. Horton, Inc.
- Zoned DR-2 Detached Residential
- Cluster layout
- HOA-maintained facilities
- Town staff identified concrete repairs needed prior to street acceptance
- Final paving has not occurred, snow removal will be the responsibility of the developer until the streets become part of the public road system
- All homes have been completed
- Staff continues to meet with the developer to discuss as-built drawings and bond reduction

#### Fellowship Square Subdivision

- 50 single-family homes
- Zoned DR-4 Detached Residential
- Cluster layout
- HOA-maintained facilities
- All 50 lots are constructed

#### Hermitage Phase V

- 71 single-family homes
- Final phase of Hermitage subdivision (started 2000)
- Zoned R-1 and DR-1
- Phase V will have HOA oversight, other phases will not be affected
- Staff continues to meet with the contractors to assure state and local compliance

#### Commercial Site Plan – 410 Jack Enders Boulevard

- LGV Group, LLC began site work for two warehouse buildings approved by the BADA in May, 2022
- It is anticipated that the first structure will be completed by April of 2023
- A ribbon cutting is planned for Monday, May 15

# ADMINISTRATION/FINANCE

# Cash Balance Report

Period Ending 3/31/2023

Town of Berryville

4/5/2023 3:24 PM

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Bank 1	Bank of Clarke Operating Acct#- 1138499	Balance
	Account	
	100-1140000-0000 B/C OPR	-\$7,965.03
	501-1140000-0000 B/C OPR	-\$367,349.17
	502-1140000-0000 B/C OPR	-\$13,063.93
	Bank 1 Total:	-\$388,378.13
Bank 2	Bank of Clarke NOW Acct#- 1138502	Balance
	Account	
	100-1149000-0000 B/C NOW	\$9,461,725.09
	501-1149000-0000 B/C NOW	\$1,629,145.83
	502-1149000-0000 B/C NOW	\$6,194,551.05
	Bank 2 Total:	\$17,285,421.97
Bank 3	Bank of Clarke Payroll Acct#- 1139510	Balance
	Account	
	100-1121000-0000 CASH/ BC PAYROLL	\$39,617.13
	501-1121000-0000 CASH/BC PAYROLL	\$1,098.53
	502-1121000-0000 CASH/BC PAYROLL	\$636.56
	Bank 3 Total:	\$41,352.22
Bank 4	Bank of Clarke CIP Acct#- 1138405	Balance
	Account	
	100-1123000-0000 BC/CIP CD	\$597,870.04
	501-1123000-0000 BC/CIP	\$3,598,192.86
	502-1123000-0000 BC/CIP	\$3,990,385.15
	Bank 4 Total:	\$8,186,448.05
Bank 5	Bank of Clarke SW Acct#- 1138413	Balance
	Account	
	100-1128000-0000 BC/SWMGT CD	\$470,696.61
	Bank 5 Total:	\$470,696.61
Bank 6	Bank of Clarke PDAF Acct#- 1138421	Balance
	Account	
	100-1131000-0000 PD ASSET FORFEITURE	\$27,291.93
	Bank 6 Total:	\$27,291.93
Bank 7	Bank of Clarke DSR Acct#- 1138456	Balance
	Account	
	100-1124000-0000 BC/RDA DEBT SER RES	\$111,679.68
	Bank 7 Total:	\$111,679.68
Bank 8	Bank of Clarke PPTRA Acct#- 1138464	Balance
	Account	

# Cash Balance Report

Period Ending 3/31/2023

Town of Berryville

4/5/2023 3:24 PM

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	100-1125000-0000 BC/PPTRA RES	\$52.28
	501-1125000-0000 BC/PPTRA RESERVE	\$0.00
	502-1125000-0000 BC/PPTRA RESERVE	\$0.00
	<b>Bank 8</b>	<b>Total:</b>
		<b>\$52.28</b>
Bank 9	Bank of Clarke RAU Acct#- 1138472	
	Account	Balance
	100-1145000-0000 BCC Rau Account	\$947.06
	<b>Bank 9</b>	<b>Total:</b>
		<b>\$947.06</b>
Bank 10	Bank of Clarke VRA Reserve Acct#- 6041647	
	Account	Balance
	502-1155000-0000 BC/VRA Reserve Account	\$470,000.00
	<b>Bank 10</b>	<b>Total:</b>
		<b>\$470,000.00</b>
Bank 11	Bank of Clarke Proffer Reserve Acct#- 1897098	
	Account	Balance
	100-1126000-0000 Cash BC/Proffers Reserve	\$90,547.76
	501-1126000-0000 CASH/BC Proffers Reserve	\$0.00
	502-1126000-0000 CASH/BC Proffers Reserve	\$0.00
	<b>Bank 11</b>	<b>Total:</b>
		<b>\$90,547.76</b>
Bank 12	Bank of Clarke Performance Bonds Acct#- 1910841	
	Account	Balance
	100-1135000-0000 B/C PERFORMANCE BONDS	\$11,291.14
	<b>Bank 12</b>	<b>Total:</b>
		<b>\$11,291.14</b>
Bank 13	BB&T Acct#- 5137523525	
	Account	Balance
	100-1130000-0000 CASH/BB&T MM+	\$68,529.93
	501-1130000-0000 CASH/BB&T MM+	\$0.00
	502-1130000-0000 CASH/BB&T MM+	\$0.00
	<b>Bank 13</b>	<b>Total:</b>
		<b>\$68,529.93</b>
Bank 14	Bank of Clarke PD Contributions Acct#- 5759859	
	Account	Balance
	100-1133000-0000 PD Contributions	\$4,701.11
	<b>Bank 14</b>	<b>Total:</b>
		<b>\$4,701.11</b>
Bank 15	Bank of Clarke PSN Refund/Pmt. Acct. Acct#- 6079334	
	Account	Balance
	100-1146000-0000 BC PSN Refund Acct	\$0.00
	<b>Bank 15</b>	<b>Total:</b>
		<b>\$0.00</b>
Bank 16	Bank of Clarke PSN Dep Acct Acct#- 6079326	
	Account	Balance

# Cash Balance Report

Period Ending 3/31/2023

Town of Berryville

4/5/2023 3:24 PM

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100-1147000-0000 BC PSN Deposit Acct	-30.42	
501-1147000-0000 BC PSN Deposit Acct.	\$10.65	
502-1147000-0000 BC PSN Deposit Acct.	\$19.77	
Bank 16	Total:	\$0.00

Total Cash Balance:	\$26,380,581.61
---------------------	-----------------

## Check Listing

Date From: 3/1/2023 Date To: 3/31/2023  
Vendor Range: 4IMPRINT, INC. - ZUKOWSKI FLEET SBRVICES INC

Town of Berryville  
04/03/2023 11:41 AM

Page: 1 of 3

Check Number	Bank	Vendor	Date	Amount
7945	1	AMHERST FAMILY PRACTICE	03/03/2023	\$134.00
7946	1	ANGELA R DREW	03/03/2023	\$201.86
7947	1	AUSTIN WAYNE MCMANAWAY	03/03/2023	\$151.84
7948	1	BARBARA K BELL	03/03/2023	\$177.28
7949	1	CORE & MAIN LP	03/03/2023	\$16,358.61
7950	1	DESIGN PLASTIC SYSTEMS, INC	03/03/2023	\$8,400.00
7951	1	Gwen Malone	03/03/2023	\$40.00
7952	1	Joiner Micro Laboratories, Inc.	03/03/2023	\$121.00
7953	1	Kim S. Kemp	03/03/2023	\$40.00
7954	1	Krishan Mathur	03/03/2023	\$40.00
7955	1	Matthew Andrews	03/03/2023	\$40.00
7956	1	MICHAEL EUGENE BELL JR	03/03/2023	\$40.00
7957	1	Michelle K. Marino	03/03/2023	\$40.00
7958	1	PENNONI ASSOCIATES INC	03/03/2023	\$16,398.97
7959	1	PRESTON S FUNK	03/03/2023	\$110.60
7960	1	Red Bud Supply	03/03/2023	\$47.54
7961	1	SAID ABDUL BARI MOHMAND	03/03/2023	\$207.28
7962	1	Sheryl Reid	03/03/2023	\$40.00
7963	1	Stuart M. Perry, Inc	03/03/2023	\$550.64
7964	1	Total Pest Services, Inc	03/03/2023	\$397.00
7965	1	VALLEY CYCLE CENTER	<b>VOIDED</b> 03/03/2023	\$86.33
7966	1	VIRASEC IT Support Services, Inc.	03/03/2023	\$1,533.00
7967	1	William Steinmetz	03/03/2023	\$40.00
7968	1	AUSTIN WAYNE MCMANAWAY	03/09/2023	\$50.02
7969	1	BALLARD JAMIE A 5248	03/09/2023	\$60.00
7970	1	FRAZIER & FRAZIER INC	03/09/2023	\$6,675.00
7971	1	Keith Dalton	03/09/2023	\$50.00
7972	1	LANGUAGE LINE SERVICES INC	03/09/2023	\$3.45
7973	1	Michelle M. Jones	03/09/2023	\$900.00
7974	1	PENNONI ASSOCIATES INC	03/09/2023	\$1,072.00
7975	1	Quadient Inc	03/09/2023	\$684.00
7976	1	ST MARY EPISCOPAL CHURCH	03/09/2023	\$240.45

## Check Listing

Date From: 3/1/2023 Date To: 3/31/2023  
Vendor Range: 4IMPRINT, INC. - ZUKOWSKI FLEET SERVICES INC

Town of Berryville  
04/03/2023 11:41 AM

Page: 2 of 3

Check Number	Bank	Vendor	Date	Amount
7977	1	Tyler Technologies	03/09/2023	\$258.48
7978	1	VALLEY ICE LLC	03/09/2023	\$86.33
7979	1	WITT JACOB W & GEORGINA MARIA GONZALEZ 9350	03/09/2023	\$427.70
7980	1	BERRYVILLE AUTO PARTS	03/15/2023	\$285.41
7981	1	BLOSSMAN GAS INC	03/15/2023	\$817.49
7982	1	Clarke County Animal Shelter	03/15/2023	\$63.24
7983	1	COMBS WASTEWATER MANAGEMENT LLC	03/15/2023	\$70.00
7984	1	DIANE M HARRISON	03/15/2023	\$261.86
7985	1	FIGERT SYDNEY KING 10759	03/15/2023	\$34.00
7986	1	Nationwide Retirement Solutions	03/16/2023	\$575.00
7987	1	PENNONI ASSOCIATES INC	03/16/2023	\$1,876.00
7988	1	VIRASEC IT Support Services, Inc.	03/16/2023	\$2,325.47
7989	1	BERRYVILLE AUTO PARTS <b>VOIDED</b>	03/23/2023	\$219.37
7990	1	H2O Pipe Cleaning LLC	03/23/2023	\$3,750.00
7991	1	Municipal Safety Sales	03/23/2023	\$383.95
7992	1	PENNONI ASSOCIATES INC	03/23/2023	\$50,129.50
7993	1	PLAYGROUND GUARDIAN LLC	03/23/2023	\$675.00
7994	1	Robinson Farmer Cox Associates PLLC	03/23/2023	\$20,000.00
7995	1	The Winchester Star	03/23/2023	\$1,080.02
7996	1	THOMSON REUTERS	03/23/2023	\$104.00
7997	1	Treas Association of Virginia	03/23/2023	\$250.00
7998	1	Treasurer of Frederick County	03/23/2023	\$5,022.04
7999	1	Treasurer of Virginia - DEQ	03/23/2023	\$600.00
8000	1	VALLEY REGIONAL ENTERPRISES, INC.	03/23/2023	\$5.00
8001	1	VUPS	03/23/2023	\$77.70
8002	1	CONSOLIDATED ELECTRIC	03/29/2023	\$4,774.50
8003	1	CORE & MAIN LP	03/29/2023	\$26,994.39
8004	1	General Excavation, Inc	03/29/2023	\$319,562.25
8005	1	Gwen Malone	03/29/2023	\$40.00
8006	1	MICHAEL EUGENE BELL JR	03/29/2023	\$40.00
8007	1	Michelle K. Marino	03/29/2023	\$40.00

## Check Listing

Date From: 3/1/2023 Date To: 3/31/2023  
Vendor Range: 4IMPRINT, INC. - ZUKOWSKI FLEET SERVICES INC

Town of Berryville  
04/03/2023 11:41 AM

Page: 3 of 3

Check Number	Bank	Vendor	Date	Amount
8008	1	Minnesota Life Insurance Co.	03/29/2023	<u>\$194.13</u>
8009	1	Nationwide Retirement Solutions	03/29/2023	<u>\$575.00</u>
8010	1	PENNONI ASSOCIATES INC	03/29/2023	<u>\$24,570.25</u>
8011	1	Sheryl Reid	03/29/2023	<u>\$40.00</u>
8012	1	The Hall Company	03/29/2023	<u>\$2,316.43</u>
8013	1	The Winchester Star	03/29/2023	<u>\$225.00</u>
8014	1	Thomas Randall Parker Jr.	03/29/2023	<u>\$40.00</u>
8015	1	William Steinmetz	03/29/2023	<u>\$40.00</u>
71	Checks Totalling:			<b>\$523,760.38</b>

### Totals By Fund

	Checks	Voids	Total
100	\$98,626.47	\$86.33	\$98,540.14
501	\$415,934.71		\$415,934.71
502	\$9,199.20	\$219.37	\$8,979.83
Totals:	\$523,760.38	\$305.70	\$523,454.68



BERRYVILLE TOWN OF

March 01, 2023 - March 31, 2023

Purchasing Card

Company Statement

Account Information	Payment Information	Account Summary
<b>Mail Billing Inquiries to:</b> BANKCARD CENTER PO Box 660441 Dallas, TX 75266-0441  <b>TTY Hearing Impaired:</b> Dial "711"  <b>Outside the U.S.:</b> 1.609.353.6066 24 Hours  <b>For Lost or Stolen Card:</b> 1.888.449.2273 24 Hours	Statement Date ..... 03/31/23 Payment Due Date ..... 04/25/23 Days in Billing Cycle ..... 31 Credit Limit ..... \$500,000 Cash Limit ..... \$0 Total Payment Due ..... \$103,180.39	Previous Balance ..... \$122,715.12 Payments ..... -\$122,715.12 Credits ..... -\$126.84 Cash ..... \$0.00 Purchases ..... \$103,307.23 Other Debits ..... \$0.00 Overlimit Fee ..... \$0.00 Late Payment Fee ..... \$0.00 Cash Fees ..... \$0.00 Other Fees ..... \$0.00 Finance Charge ..... \$0.00 Current Balance ..... \$103,180.39

**Important Messages**

Please do not send payment. Your automatic payment is scheduled to be credited to this account on 04/25/23.

Global Card Access - your card information whenever, wherever and however you need it. From the dashboard, you can quickly check your credit limit, balance, available credit and recent card activity. Other features like View PIN, Change PIN, Lock Card and Alerts help you keep your card secure. For added convenience, you can easily view or download your current statement up to 12 months of past statements. Visit [www.bofa.com/globalcardaccess](http://www.bofa.com/globalcardaccess) to register your card and start using Global Card Access today.

**Cardholder Activity Summary**

Account Number	Credits	Cash	Purchases and Other Debits	Total Activity
Credit Limit				

2271512 0318039 0318039 4715291201837237

Account Number: [REDACTED]  
 March 01, 2023 - March 31, 2023

Total Payment Due ..... \$103,180.39  
 Payment Due Date ..... 04/25/23

Enter payment amount

\$

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

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

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

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

**Service for the hearing impaired (TTY/TDD):** We accept calls made through relay services (dial 711).

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

**In case of errors or questions about your bill:** Errors or questions about your bill must be received in writing no later than 60 days after we sent you the first statement on which the error or problem appeared. Please mail this information to BANKCARD CENTER, PO BOX 660441, DALLAS, TX 75266-0441. Your letter must include the following information:

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

<b>Customer Service:</b>	For questions regarding transactions, general assistance, and reporting lost and stolen cards, call:	
	<u>Within the U.S.</u> 1.800.449.2273	<u>Outside the U.S.</u> 1.509.353.6658 (collect calls accepted)

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**Thank you for your business.**

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

**BERRYVILLE TOWN OF**  
 [REDACTED]  
 March 01, 2023 - March 31, 2023  
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**Cardholder Activity Summary**

Account Number Credit Limit	Credits	Cash	Purchases and Other Debits	Total Activity
<b>ATWELL, BRADLEY</b> [REDACTED]				
500	0.00	0.00	61.20	61.20
<b>BOOR, RICK</b> [REDACTED]				
15,000	0.00	0.00	3,760.45	3,760.45
<b>BOOTH, KEVIN</b> [REDACTED]				
1,000	0.00	0.00	258.63	258.63
<b>BUSSERT, ERNIE</b> [REDACTED]				
50,000	0.00	0.00	23,223.41	23,223.41
<b>CULP, PAUL</b> [REDACTED]				
5,000	0.00	0.00	846.57	846.57
<b>DALTON, KEITH</b> [REDACTED]				
50,000	0.00	0.00	18,008.92	18,008.92
<b>DORSEY, DANIEL</b> [REDACTED]				
500	0.00	0.00	80.00	80.00
<b>DUNKLE, CHRISTY</b> [REDACTED]				
500	0.00	0.00	75.00	75.00
<b>ELLIOTT, RALPH</b> [REDACTED]				
5,000	0.00	0.00	652.50	652.50
<b>FERREBEE, DARRELL</b> [REDACTED]				
500	0.00	0.00	385.92	385.92
<b>JOHNSON, KAREN</b> [REDACTED]				
1,000	0.00	0.00	33.05	33.05
<b>KERN, JODI</b> [REDACTED]				
5,000	0.00	0.00	627.00	627.00
<b>LAMBERT, TRAE</b> [REDACTED]				
500	0.00	0.00	268.64	268.64
<b>LINK, BRIAN</b> [REDACTED]				
5,000	0.00	0.00	29.85	29.85
<b>MILLER, TAMARA</b> [REDACTED]				
50,000	0.00	0.00	47,320.91	47,320.91
<b>POULIN, CYNTHIA</b> [REDACTED]				
1,000	0.00	0.00	59.00	59.00
<b>SHEETZ, GULLEN</b> [REDACTED]				
500	0.00	0.00	170.39	170.39
<b>STOVER, KEITH</b> [REDACTED]				
5,000	126.84	0.00	1,040.97	914.13
<b>WHITE, NEAL</b> [REDACTED]				
15,000	0.00	0.00	6,404.82	6,404.82

**Transactions**

Posting Transaction Date Date	Description	Reference Number	MCC	Charge	Credit
					<b>Total Activity</b>
BERRYVILLE TOWN OF [REDACTED]					-\$122,715.12
03/24	03/24	AUTO PAYMENT DEDUCTION	0071		122,715.12

**BERRYVILLE TOWN OF**  
 March 01, 2023 - March 31, 2023  
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<b>Transactions</b>							
Posting Transaction	Date	Date	Description	Reference Number	MCC	Charge	Credit
<b>ATWELL, BRADLEY</b>							<b>Total Activity</b>
Account Number: [REDACTED]							61.20
03/17	03/16		RED APPLE BERRYVILLE BERRYVILLE VA	24003223075752002355734	6542	61.20	
<b>BOOR, RICK</b>							<b>Total Activity</b>
Account Number: [REDACTED]							3,760.46
03/09	03/07		BROY & SON PUMP SERVICE 540-9553920 VA	24073143067900015100036	1799	1,200.29	
03/27	03/26		HI-VAC CORPORATION 740-374-6608 OH	24692163084100835116985	5722	403.03	
03/31	03/30		BERRYVILLE AUTO PARTS 540-9551292 VA	24327433089630400446172	6533	32.98	
03/31	03/30		GRIFFITH ENERGY SERVIC 888-474-3391 MD	24941683089200757001164	4900	2,124.15	
<b>BOOTH, KEVIN</b>							<b>Total Activity</b>
Account Number: [REDACTED]							258.63
03/09	03/08		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973068091400000169	5251	13.71	
03/10	03/09		FISHER AUTO PARTS 009 BERRYVILLE VA	24431063069200824400148	5533	5.02	
03/22	03/21		FISHER AUTO PARTS 009 BERRYVILLE VA	24431063081200824400175	5533	239.90	
<b>BUSSERT, ERNIE</b>							<b>Total Activity</b>
Account Number: [REDACTED]							23,223.41
03/01	02/28		IN *JOINER LABS, LLC 540-3477212 VA	24892163059102439998140	8734	2,591.00	
03/02	03/02		AMZN Mktp US*HD21V7631 Amzn.com/billWA	24692163061103574754963	5942	166.60	
03/06	03/03		COYNE CHEMICAL CROYDON PA	24137463062300755036956	5169	2,285.06	
03/08	03/06		MCMASER-CARR 630-834-9600 IL	24789303066528500168873	5085	301.09	
03/09	03/08		USA BLUE BOOK 800-548-1234 IL	24940453067636000047444	5085	55.65	
03/09	03/08		USA BLUE BOOK 800-548-1234 IL	24940453067636000048301	5085	58.16	
03/10	03/09		COYNE CHEMICAL CROYDON PA	24137463068300729084599	5169	2,172.20	
03/10	03/09		COYNE CHEMICAL CROYDON PA	24137463068300729084672	5169	2,469.39	
03/13	03/10		CONTROL EQUIPMENT COMPANY540-4440386 VA	24000973069544104333136	5074	1,161.63	
03/15	03/13		GREENS SEPTIC SERVICE 540-9562960 AZ	24142023073900015121671	4900	450.00	
03/15	03/14		USA BLUE BOOK 800-548-1234 IL	24940453073636000049228	5085	99.70	
03/16	03/15		USA BLUE BOOK 800-548-1234 IL	24940453074636000048849	5085	334.60	
03/20	03/17		MCMASER-CARR 630-834-9600 IL	24789303078576900092322	5085	249.87	
03/22	03/21		AMZN Mktp US*HC8R92YQ1 Amzn.com/billWA	24692163000108331072754	5942	122.15	
03/22	03/20		MCMASER-CARR 630-834-9600 IL	24789303080589200204162	5085	782.04	
03/22	03/21		HARBOR FREIGHT TOOLS 595 WINCHESTER VA	24231683081400025499136	5251	62.91	
03/22	03/21		RIDDLEBERGER BROTHERS 540-434-1731 VA	24915073081207414600019	1711	1,590.00	
03/23	03/21		MCMASER-CARR 630-834-9600 IL	24789303081593600081328	5085	79.82	
03/23	03/22		AMZN Mktp US*H76Z28QV0 Amzn.com/billWA	24692163081109238267190	5942	267.79	
03/24	03/23		COYNE CHEMICAL CROYDON PA	24137463082300734577381	5169	2,924.00	
03/27	03/24		USA BLUE BOOK 800-548-1234 IL	24940453083636000043880	5085	86.94	
03/27	03/24		USA BLUE BOOK 800-548-1234 IL	24940453083636000044110	5085	312.52	
03/27	03/24		DGS DCLS WATER TEST KITS 804-7860447 VA	24755423084120844248951	8734	1,236.32	
03/27	03/24		DGS DCLS WATER TEST KITS 804-7860447 VA	24755423084120844248993	8734	375.22	
03/27	03/24		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973084091402000324	5251	51.06	
03/28	03/27		USA BLUE BOOK 800-548-1234 IL	24940453086636000043416	5085	155.02	
03/29	03/28		USA BLUE BOOK 800-548-1234 IL	24940453087636000047549	5085	74.20	
03/29	03/28		GRAINGER 877-2022694 IL	24755423080130800493632	5085	2,627.57	
<b>CULP, PAUL</b>							<b>Total Activity</b>
Account Number: [REDACTED]							846.57
03/03	03/02		STAPLS7374402157000002 877-8267755 NJ	24164073081105970132785	5111	88.98	
03/08	03/07		STAPLS7374402157000001 877-8267755 NJ	24164073086105010132702	5111	139.99	
03/13	03/10		STAPLS7605887533000001 877-8267755 NJ	24164073089105080511540	5111	59.15	
03/13	03/12		AMZN Mktp US*HG83K20N1 Amzn.com/billWA	24692163071101284541348	5942	17.88	
03/23	03/22		USPS PO 5107660300 BERRYVILLE VA	24137463082001434101577	9402	10.23	
03/24	03/23		STAPLS7606799646000001 877-8267755 NJ	24164073082105220139460	5111	126.92	
03/30	03/29		AMZN Mktp US*HY2637DQ0 Amzn.com/billWA	24692163088101510044720	5942	214.00	
03/30	03/29		AMZN Mktp US*HY4P08141 Amzn.com/billWA	24692163088101583608377	5942	11.99	
03/30	03/29		STAPLS7375491324000001 877-8267755 NJ	24164073088105280389504	5111	61.99	
03/30	03/30		AMZN Mktp US*HY6OT8SG0 Amzn.com/billWA	24892163009101699899878	5942	20.97	
03/31	03/30		AMZN Mktp US*HY0K16ZF2 Amzn.com/billWA	24692163089102130784280	5942	29.05	
03/31	03/31		AMZN Mktp US*HY5O24UQ0 Amzn.com/billWA	24692163090102408082182	5942	63.72	
<b>DALTON, KEITH</b>							<b>Total Activity</b>
Account Number: [REDACTED]							18,008.92
03/21	03/20		REPUBLIC SERVICES TRASH 866-576-5540 AZ	24941663079083737746272	4900	10,000.00	
03/21	03/20		REPUBLIC SERVICES TRASH 866-576-5540 AZ	24941663079083708340053	4900	8,008.92	
<b>DORSEY, DANIEL</b>							<b>Total Activity</b>
Account Number: [REDACTED]							80.00
03/01	02/28		VA DPOR 804-3678597 VA	24755423059260590792116	9399	80.00	
<b>DUNKLE, CHRISTY</b>							<b>Total Activity</b>
Account Number: [REDACTED]							75.00
03/20	03/17		SQ *CLARKE COUNTY HISTORIBerryville VA	24692163076105364208665	7991	75.00	

**BERRYVILLE TOWN OF**  
 [REDACTED]  
 March 01, 2023 - March 31, 2023  
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**Transactions**

Posting Transaction	Date	Date	Description	Reference Number	MCC	Charge	Credit
<b>ELLIOTT, RALPH</b>							<b>Total Activity</b>
Account Number: [REDACTED]							652.50
03/20	03/17		BROY & SON PUMP SERVICE BERRYVILLE VA	24073143076900015700016	1799	392.50	
03/30	03/28		BROY & SON PUMP SERVICE BERRYVILLE VA	24073143088900016400018	1799	260.00	
<b>FERREBEE, DARRELL</b>							<b>Total Activity</b>
Account Number: [REDACTED]							385.92
03/03	03/02		GIANT MARTINS #6550 BERRYVILLE VA	24692163081104005203547	5411	18.18	
03/10	03/09		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973069001402000026	5261	102.85	
03/17	03/16		FISHER AUTO PARTS 009 BERRYVILLE VA	24431063076200824000147	5533	113.30	
03/22	03/21		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973081091406000299	5251	102.85	
03/27	03/24		FISHER AUTO PARTS 009 BERRYVILLE VA	24431063084200824700126	5533	48.74	
<b>JOHNSON, KAREN</b>							<b>Total Activity</b>
Account Number: [REDACTED]							43.05
03/03	03/02		Amazon web services aws.amazon.coWA	24692163061103052229258	7399	0.60	
03/07	03/06		USPS PO 5107660300 BERRYVILLE VA	24137463066001442030156	9402	32.45	
<b>KERN, JODI</b>							<b>Total Activity</b>
Account Number: [REDACTED]							627.00
03/02	03/01		VA DMV ONLINE BILLING PAY804-4977100 VA	24755423061130615498351	9399	375.00	
03/23	03/22		MSFT * E0100MMU9T MSBILL.INFO WA	24430993081400814010278	5045	6.00	
03/23	03/22		MSFT * E0100MMK2R MSBILL.INFO WA	24430993081400814095380	5045	246.00	
<b>LAMBERT, TRAE</b>							<b>Total Activity</b>
Account Number: [REDACTED]							268.64
03/01	02/28		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973060091404000106	5261	49.27	
03/20	03/17		BERRYVILLE AUTO PARTS 540-9551292 VA	24327433076574301059758	5533	219.37	
<b>LINK, BRIAN</b>							<b>Total Activity</b>
Account Number: [REDACTED]							29.85
03/24	03/23		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973083091400000509	5251	29.85	
<b>MILLER, TAMARA</b>							<b>Total Activity</b>
Account Number: [REDACTED]							47,320.91
03/06	03/03		RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231683062747005948976	4900	5,018.86	
03/06	03/06		COMCAST 800-COMCAST MD	24692163065106804090468	4899	122.91	
03/13	03/10		RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231683069747006204133	4900	505.77	
03/16	03/15		RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231683074747006372685	4900	170.03	
03/17	03/16		RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231683075747006404156	4900	9,317.73	
03/17	03/16		RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231683075747006404248	4900	10,000.00	
03/20	03/17		USPS PO 5107660300 BERRYVILLE VA	24137463077001448013625	9402	315.00	
03/20	03/18		REPUBLIC SERVICES TRASH 866-578-5548 AZ	24941663077083754187806	4900	4,191.82	
03/20	03/18		RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231683077747006495822	4900	8,154.91	
03/21	03/20		REPUBLIC SERVICES TRASH 866-578-5548 AZ	24941663079083747937224	4900	50.00	
03/21	03/20		REPUBLIC SERVICES TRASH 866-578-5548 AZ	24941663079083745245844	4900	7,548.08	
03/27	03/25		COMCAST 800-COMCAST MD	24692163084100998735803	4899	169.54	
03/27	03/25		VERIZONWRLLSS*RTCCR VB 800-922-0204 FL	24692163084101087739383	4814	1,089.09	
03/27	03/25		VERIZON BILL PAYMENT 800-VERIZON FL	24692163084101072891082	4814	482.84	
03/27	03/25		VERIZON BILL PAYMENT 800-VERIZON FL	24692163084101072891090	4814	194.33	
<b>POULIN, CYNTHIA</b>							<b>Total Activity</b>
Account Number: [REDACTED]							59.00
03/16	03/15		IN *TRUESHRED 888-7508783 VA	24692163074103979460823	7399	59.00	
<b>SHEETZ, CULLEN</b>							<b>Total Activity</b>
Account Number: [REDACTED]							170.39
03/01	02/28		BERRYVILLE AUTO PARTS 540-9551292 VA	2432743305949800434485	5533	16.79	
03/03	03/02		GIANT MARTINS #6550 BERRYVILLE VA	24692163081104005203638	5411	13.64	
03/10	03/09		BIG DADDY AUTOMOTIVE LLC BERRYVILLE VA	24247603068200152143219	7538	20.00	
03/27	03/24		BERRYVILLE AUTO PARTS 540-9551292 VA	24327433083604600886681	5533	119.96	
<b>STOVER, KEITH</b>							<b>Total Activity</b>
Account Number: [REDACTED]							914.13
03/02	03/01		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973061091406000038	5251	27.61	
03/06	03/03		LOWES #02724* Winchester VA	24692163062104815166214	5200	120.46	
03/06	03/03		LOWES #02724* Winchester VA	24692163062104815166222	5200	126.84	
03/06	03/03		SHADE EQUIPMENT CO-WINCHEWINCHESTER VA	24412903082027013686451	5599	149.30	
03/06	03/03		GRAND RENTAL STATION WINCHESTER VA	24073143064900011200098	7394	39.00	
03/06	03/03		LOWES #02724* Winchester VA	24692163062104815166821	5200	126.84	
03/08	03/07		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973067091408000089	5251	17.44	
03/14	03/13		FISHER AUTO PARTS 009 BERRYVILLE VA	24431063073200824700012	5533	6.82	
03/20	03/17		SHADE EQUIPMENT CO-WINCHEWINCHESTER VA	24412903076027013310643	5599	8.95	
03/20	03/17		SHADE EQUIPMENT CO-WINCHEWINCHESTER VA	24412903076027013310676	5599	228.70	
03/20	03/17		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973077091408000111	5251	31.35	
03/21	03/20		BERRYVILLE AUTO PARTS 540-9551292 VA	24327433079586500902377	5533	51.86	

**BERRYVILLE TOWN OF**

March 01, 2023 - March 31, 2023

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**Transactions**

Posting Transaction						
Date	Date	Description	Reference Number	MCC	Charge	Credit
03/21	03/20	FISHER AUTO PARTS 009 BERRYVILLE VA	24431063080200024300095	5533	12.69	
03/21	03/20	TRACTOR-SUPPLY-CO #0697 WINCHESTER VA	24137463080001480292695	6599	69.95	
03/21	03/20	TOTAL IMAGE WORKINGMANS SWINCHESTER VA	24755423080130806422738	6609	150.00	

**WHITE, NEAL** **Total Activity**  
 Account Number: XXXXXXXXXX **6,404.82**

03/01	02/28	BERRYVILLE AUTO PARTS BERRYVILLE VA	24327433059499800571701	5533	13.13	
03/03	03/01	KUSTOM SIGNALS 913-492-1400 KS	24247603061500724605174	5065	230.00	
03/03	03/02	AT&T PAYMENT 800-331-0500 TX	24055233082812444065324	4814	229.44	
03/06	03/04	GALLS 859-266-7227 KY	24435653063762136552171	5137	30.39	
03/07	03/06	BERRYVILLE AUTO PARTS 540-9551292 VA	24327433065525800479542	5533	370.29	
03/07	03/06	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973066091406000314	5251	20.55	
03/08	03/07	BKT UNIFORMS INC ROANOKE VA	24013393066000747244536	5137	2,169.14	
03/09	03/08	VISTAPRINT 866-207-4955 MA	24492153067713961841509	2741	101.09	
03/16	03/16	BERRYVILLE AUTO PARTS BERRYVILLE VA	24327433074565200644674	5533	13.18	
03/17	03/16	GALLS 859-266-7227 KY	24435663075762068435403	5137	46.94	
03/20	03/17	KUSTOM SIGNALS 913-492-1400 KS	24247603077500908980231	5066	319.00	
03/23	03/22	BKT UNIFORMS INC ROANOKE VA	24013393001002410111383	5137	10.00	
03/23	03/22	MES/WARREN FIRE/LAWMEN 203-364-0620 CT	24055223081003331336586	5099	1,132.94	
03/24	03/23	SQ *BRAZEN SHEEP Berryville VA	24692163082109866887234	5691	142.50	
03/27	03/24	TABLECOVERSN 281-533-8932 TX	24492153083715540856041	5399	145.06	
03/27	03/24	TABLECOVERSN 281-533-8932 TX	24492153083717540660316	5399	153.93	
03/27	03/24	GALLS 859-266-7227 KY	24435653063762779377460	5137	541.78	
03/27	03/25	AMZN Mktp US*H785V0E62 Amzn.com/blllWA	24692163084101319919936	5942	98.16	
03/27	03/26	AMZN Mktp US*HY4N693P0 Amzn.com/blllWA	24692163085102184995950	5942	212.31	
03/29	03/28	NJ CRIMINAL 402-935-7733 NJ	24492153087852897445676	8244	398.00	
03/29	03/29	AMZN Mktp US*H71YM5I92 Amzn.com/blllWA	24692163008100860804237	5942	10.99	

**Finance Charge Calculation**

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

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

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

**Short-term Rentals Report Summary for Berryville Town Council  
11 April 2023**

**Item Title:** *Short-term Rentals*

**Prepared By:** *Jean Petti*

**Background/History General Information**

On 14 February 2023, Town Council tasked Community Development Committee and Public Safety Committee with drafting text amendments to define and direct the operation of Short-Term Rentals within the Town.

Public Safety Committee met on 23 February and made the following recommendations: limit STRs to dwelling units with an emergency contact who is available to be physically present to address concerns, consider burden of enforcement when drafting ordinance, restrict events, and establish parking and occupancy limits.

On February 28, Community Development Committee determined that a broad definition should be considered that includes the requirement for a business license, payment of Transient Occupancy Taxes, off-street parking, and the maximum number of rooms to rent. The committee also discussed prohibiting events and signage.

Planning Commission reviewed proposed text amendment below on 28 March and recommended returning item to Public Safety and Community Development Committees for further revision.

**Findings/Current Activity**

Proposed definition as presented at Planning Commission:

*"Short-term rental" means the provision of a room or space that is suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy. Advertisement or operation of a short-term rental unit requires a business license, remittance of transient occupancy tax, and is limited to dwellings and accessory buildings which hold a Clarke County Certificate of Occupancy. Events are prohibited. No food preparation or service may be provided to primary renter or guests of short-term rental.*

Planning Commission recommends evaluation of parking and occupancy regulation and review of Winchester's ordinance and Loudoun County's draft ordinance.

**Financial Considerations**

none

**Schedule/Deadlines**

none

**Other Considerations**

none

**Attachments**

none

**Recommendation**

Deputy Town Manager recommends that “short-term rentals” be considered for inclusion in *Transient Occupancy Tax Code Art. VIII. - TRANSIENT OCCUPANCY TAX, §16-101. – Definitions.*

Also, *Hotels, Boarding Houses, Tourist Homes, etc.*, are categorized in current zoning ordinance as a *Use Permitted by Right* or *Use Permitted by Special Permit*, and it may be timely to discuss which zoning districts are appropriate for the operation of a short-term rental.

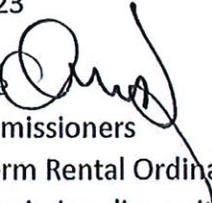
**Sample Motion**

“I move that Public Safety and Community Development Committees review Planning Commission’s recommendations at their next regularly scheduled meeting and evaluate current Transient Occupancy Tax code and zoning district *Uses Permitted by Right/Special Permit Uses* for inclusion of text regarding short-term rentals”



**TOWN OF  
BERRYVILLE**  
**VIRGINIA**

**MEMO**

DATE: March 30, 2023  
TO: Jean Petti  
FROM: Christy Dunkle   
CC: Planning Commissioners  
ENC./1: Draft Short-Term Rental Ordinance from Loudoun County  
RE: Planning Commission discussion about short-term rentals

Jean:

Below is a synopsis of the discussion from the March 28, 2023 Planning Commission concerning short-term rentals. I have also attached the draft short-term rental ordinance that Mr. Parker referenced at the meeting. They recommended further discussion at the Public Safety and Community Development committees.

- The general consensus was concern about enforcement.
- Current requirements to operate a short-term rental are to obtain a Business License and submit monthly Transient Occupancy Tax.
- Staff reviewed the following draft ordinance with Commission members:

*Short-term rental - the provision of a room or space that is suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy. Advertisement or operation of a short-term rental unit requires a business license, remittance of transient occupancy tax, and is limited to dwellings and accessory buildings which hold a Clarke County Certificate of Occupancy. Events are prohibited. No food preparation or service may be provided to primary renter or guests of short-term rental.*

- Parking concerns were discussed several times including limiting the number of vehicles, the ability to use on-street parking, and defining sufficient off-site parking requirements.
- Bedford regulations limited the number of occupants and vehicles.
- Winchester has a consultant handle their registry and application process. They also have a building department which enables inspections and the ability to address occupancy complaints.

3  
4 **SHORT-TERM RENTAL – RESIDENTIAL ACCESSORY**  
5 **PROPOSED AMENDMENTS TO ARTICLES 5 AND 8**

6  
7 **ARTICLE 5**  
8 **ADDITIONAL REGULATIONS AND STANDARDS**

9  
10 **5-101 Permitted Accessory Uses and Structures.**

11 (A) **Residential.**

12 ...

13 (21) Short-Term Rental – Residential Accessory, pursuant to Section 5-669.

14  
15  
16 **5-669 Short-Term Rental – Residential Accessory.**

17  
18 (A) Modifications Not Permitted. Notwithstanding Section 5-600, this Section  
19 5-669(A) and Sections 5-669(B), 5-669(C)(2)(b)(i), 5-669(C)(4), 5-  
20 669(C)(5), 5-669(C)(7), 5-669(D), and 5-669(G) below cannot be modified  
21 by Minor Special Exception.

22  
23 (B) Registration. A Short-Term Rental – Residential Accessory use shall be  
24 permitted only on a property that is currently registered by the Operator in  
25 accordance with Chapter 1470 of the Codified Ordinances of Loudoun  
26 County, unless exempt from the registration requirement under Section  
27 1470.03.

28  
29 (1) An “Operator” must meet the definition of “Operator” under  
30 Chapter 1470 of the Codified Ordinances of Loudoun County.

31  
32 (2) The annual registration required by Chapter 1470 of the Codified  
33 Ordinances of Loudoun County must be on display in a conspicuous  
34 location inside the main entrance into the Short-Term Rental –  
35 Residential Accessory use and included with all advertising  
36 materials.

37  
38 (C) **Intensity and Character.**

39  
40 (1) Management Requirements. The Operator, or a Manager  
41 designated by the Operator, must be available at all times when the

42 property is occupied by renters to address issues that arise. During  
43 all rental periods, the Operator or Manager must:

- 44
- 45 (a) Respond by phone or electronic means within 30 minutes  
46 and be available to be onsite within 60 minutes.
- 47
- 48 (b) Provide the contact information of the Operator and/or  
49 Manager to guests of the Short-Term Rental – Residential  
50 Accessory use in writing prior to the beginning of the rental  
51 period. The contact information also must be posted in a  
52 conspicuous location within the area being used as the Short-  
53 Term Rental – Residential Accessory use.
- 54

55 (2) **Rental Capacity.** The following capacity limits apply to a Short-  
56 Term Rental – Residential Accessory use per night:

- 57
- 58 (a) **Guest Rooms.** The number of rooms used for overnight  
59 accommodations for guests must not exceed 4 per parcel if  
60 owned in fee simple or per ownership unit if under  
61 condominium ownership.

62

- 63 (b) **Guest Capacity.**

- 64
- 65 (i) **Individual Sewage Disposal System.** For parcels  
66 served by an individual sewage disposal system, the  
67 total number of guests permitted per night must not  
68 exceed the maximum permitted capacity of the  
69 individual sewage disposal system, as approved by  
70 the Health Department.

- 71
- 72 (ii) **Single Family Detached Development.** The total  
73 number of guests permitted per night must not  
74 exceed a maximum of 8 guests per parcel if owned  
75 in fee simple or per ownership unit if under  
76 condominium ownership. This requirement is not  
77 intended to limit the number of guests that may sleep  
78 in each room.

- 79
- 80 (iii) **Multi-family Dwelling Unit Development or**  
81 **Single-Family Attached Dwelling Unit**  
82 **Development.** The total number of guests permitted  
83 per night must not exceed a maximum of 4 guests per

84 parcel if owned in fee simple or per ownership unit  
85 if under condominium ownership. This requirement  
86 is not intended to limit the number of guests that may  
87 sleep in each room.

88  
89 (3) Rental Period. A dwelling unit, or portion thereof, only shall be  
90 used as a Short-Term Rental – Residential Accessory use for a  
91 maximum of 180 days per calendar year.

92  
93 (4) Food Service Not Permitted. The Operator or Manager must not  
94 prepare, serve, or contract for the catering of, food or alcoholic  
95 beverages for consumption by any guests of the Short-Term Rental  
96 – Residential Accessory use. The Short-Term Rental – Residential  
97 Accessory use must not contain restaurant facilities; independent  
98 cooking facilities, if provided, are for use by the guests only.

99  
100 (5) Private Parties and/or Temporary Special Events Not  
101 Permitted. Private parties and/or Temporary Special Events  
102 pursuant to Section 5-500(C) are not permitted in association with  
103 the Short-Term Rental – Residential Accessory use.

104  
105 (6) Dwelling Unit Types Permitted. A Short-Term Rental –  
106 Residential Accessory use is permitted to operate only in a principal  
107 dwelling unit and/or in an accessory dwelling unit approved  
108 pursuant to Section 5-613.

109  
110 (7) Residency Requirement. The Operator must occupy the dwelling  
111 unit the Short-Term Rental – Residential Accessory use is accessory  
112 to for a minimum of 185 days out of the calendar year.

113  
114 (D) Zoning Permit Requirements. A Zoning Permit is required for all Short-  
115 Term Rental – Residential Accessory uses.

116  
117 (1) In addition to the requirements of Section 6-1000, the Zoning Permit  
118 application must include authorization for the Zoning Administrator  
119 to conduct an inspection prior to approval of the Zoning Permit to  
120 verify compliance with all applicable Zoning Ordinance  
121 requirements as well as the following:

122  
123 (a) Written consent from the property owner.  
124

- 125 (b) The name and contact information of the Operator and/or  
126 Manager.  
127  
128 (c) The type of dwelling unit(s) that will be rented.  
129  
130 (d) The address of the dwelling unit(s) that will be rented.  
131  
132 (e) The maximum rental capacity.  
133  
134 (f) The type of water and sewer service for the proposed use.  
135  
136 (g) Any required Virginia Uniform Statewide Building Code  
137 (Part 1 Virginia Construction Code and Part 2 Virginia  
138 Existing Building Code) approval(s) from the Department of  
139 Building and Development, Virginia Statewide Fire  
140 Prevention Code approval(s) from the Fire Marshal, and  
141 Health Department approval.  
142  
143 (h) A drawing that shows the location of the dwelling unit(s)  
144 being rented and the required parking on the parcel that is  
145 subject to the Zoning Permit application.  
146  
147 (i) A floor plan of the dwelling unit(s) being rented illustrating  
148 conformance with the safety requirements of Section 5-  
149 669(G).  
150  
151 (2) The approved Zoning Permit for the Short-Term Rental –  
152 Residential Accessory use must be displayed in a conspicuous  
153 location upon entry into the Short-Term Rental- Residential  
154 Accessory use and included with all advertising materials.  
155  
156 (3) The Zoning Permit for a Short-Term Rental – Residential Accessory  
157 use is valid for only the original Operator and dwelling unit(s) listed  
158 on the Zoning Permit application and is not transferable to any other  
159 Operator or property. Changes to the information pertaining to the  
160 Operator or dwelling unit(s) listed on the Zoning Permit will require  
161 the approval of a new Zoning Permit.  
162  
163 (4) No more than one Zoning Permit for a Short-Term Rental –  
164 Residential Accessory use shall be permitted per parcel if owned in  
165 fee simple or per ownership unit if under condominium ownership.  
166 Such zoning permit shall list all principal and/or accessory dwelling

167 units to be used for the Short-Term Rental – Residential Accessory  
168 use.

169  
170 (5) A Zoning Permit for a Short-Term Rental – Residential Accessory  
171 use is not permitted on a parcel that is subject to an approved zoning  
172 permit for a Bed and Breakfast Homestay use, Bed and Breakfast  
173 Inn use, Country Inn use, Rural Retreats and Resorts use,  
174 Campground Use, or Short-Term Rental – Commercial Whole  
175 House use.

176  
177 (6) The County’s approval of a Zoning Permit for a Short-Term  
178 Residential Accessory use is not intended to abrogate, annul, or  
179 otherwise interfere with any easement, covenant or other private  
180 agreement or legal relationship, such as those of a Homeowners’  
181 Association or Condominium Owners’ Association. However,  
182 where the regulations of this Ordinance are more restrictive or  
183 impose higher standards or requirements than such easements,  
184 covenants or other private agreements or legal relationships, the  
185 regulations of this Ordinance must govern.

186  
187 (E) **Simultaneous Rental Contracts Not Permitted.** All guests staying within  
188 the same dwelling unit during a rental period for a Short-Term Rental –  
189 Residential Accessory use must be covered under the same rental  
190 agreement.

191  
192 (F) **Parking Requirements.**

193  
194 (1) In addition to the off-street parking spaces required for the existing  
195 dwelling unit(s) and any other uses on the parcel pursuant to Section  
196 5-1100, one (1) off-street parking space must be provided.

197  
198 (2) The Zoning Administrator may modify the parking requirements of  
199 this Section if the Operator can demonstrate that the requirements of  
200 this Section cannot be met because of (a) the exceptional size and/or  
201 shape of the lot; (b) environmental or engineering constraints on the  
202 lot; (c) special accessibility needs; or (d) other extraordinary  
203 situations or conditions of the lot. The Zoning Administrator may  
204 attach conditions to any modification to ensure that the results of the  
205 modification will be in accordance with the purpose and intent of  
206 this Section.

- 208 (3) On-street parking may not count towards the required parking unless  
209 specifically requested and approved pursuant to Section 5-  
210 669(F)(2).
- 211
- 212 (G) Safety Requirements. Dwelling units used for the Short-Term Rental –  
213 Residential Accessory use must meet the following requirements:
- 214
- 215 (1) Each room used for overnight accommodations and floor must have  
216 an operational smoke detector that is interconnected with the smoke  
217 detectors in the rest of the structure.
- 218
- 219 (2) Each floor must have at least one operational fire extinguisher in a  
220 conspicuous location that is clearly marked and accessible to guests.
- 221
- 222 (3) Each floor must have at least one operational carbon monoxide  
223 detector.
- 224
- 225 (4) All rooms that may be used for overnight accommodations must  
226 have at least two means of continuous and unobstructed egress travel  
227 to the outside of the dwelling unit on the ground floor.
- 228
- 229 (5) A fire safety plan and emergency contact information, including the  
230 contact information for the Operator or Manager, local law  
231 enforcement, and fire and rescue, must be posted in a conspicuous  
232 location.
- 233
- 234

235 **ARTICLE 8**  
236 **DEFINITIONS**

237

238 **S**

239

240 Short-Term Rental – Residential Accessory: The renting of a portion or the entirety of a  
241 dwelling unit as an accessory use to a principal dwelling unit for a period of fewer than 30  
242 consecutive days, and no more than 180 days per calendar year, in exchange for a charge for the  
243 occupancy or other consideration. The Operator must occupy the dwelling unit that the Short-Term  
244 Rental – Residential Accessory use is accessory to for a minimum of 185 days out of the calendar  
245 year.

3  
4 **SHORT-TERM RENTAL – COMMERCIAL WHOLE-HOUSE**  
5 **PROPOSED AMENDMENTS TO ARTICLES 5 AND 8**

6  
7 **ARTICLE 5**  
8 **ADDITIONAL REGULATIONS AND STANDARDS**

9  
10 **5-670 Short-Term Rental – Commercial Whole-House**

11  
12 (A) **Modifications Not Permitted.** Notwithstanding Section 5-600, this Section  
13 5-670(A) and Sections 5-670(B), 5-670(C)(2)(b)(i), 5-670(C)(3), 5-  
14 670(C)(4), 5-670(D), 5-670(I), and 5-670(J) cannot be modified by Minor  
15 Special Exception.

16  
17 (B) **Registration.** A Short-Term Rental – Commercial Whole-House use shall  
18 be permitted only on a property that is currently registered by the Operator  
19 in accordance with Chapter 1470 of the Codified Ordinances of Loudoun  
20 County, unless exempt from the registration requirement under Section  
21 1470.03.

22  
23 (1) An “Operator” must meet the definition of “Operator” found in  
24 Chapter 1470 of the Codified Ordinances of Loudoun County.

25  
26 (2) The annual registration required by Chapter 1470 of the Codified  
27 Ordinances of Loudoun County must be on display in a conspicuous  
28 location inside the main entrance into the Short-Term Rental –  
29 Commercial Whole-House use and included with all advertising  
30 materials.

31  
32 (C) **Intensity and Character.**

33  
34 (1) **Management Requirements.** The Operator, or a Manager  
35 designated by the Operator, must be available during all times when  
36 the property is occupied by renters to address issues that arise.  
37 During all rental periods, the Operator or Manager must:

38  
39 (a) Respond by phone or electronic means within 30 minutes  
40 and be available to be onsite within 60 minutes.

42 (b) Provide the contact information for the Operator and/or  
43 Manager to guests of the Short-Term Rental – Commercial  
44 Whole House use in writing prior to the beginning of the  
45 rental period. The contact information also must be posted  
46 in a conspicuous location within the Short-Term Rental –  
47 Commercial Whole House use.

48  
49 (2) Rental Capacity. The following capacity limits apply to a Short-  
50 Term Rental – Commercial Whole-House use per night:

51  
52 (a) Guest Rooms. The number of rooms used for overnight  
53 accommodations for guests must not exceed 5 per parcel if  
54 owned in fee simple or per ownership unit if under  
55 condominium ownership.

56  
57 (b) Guest Capacity.

58  
59 (i) Individual Sewage Disposal System. For parcels  
60 served by an individual sewage disposal system, the  
61 total number of guests permitted per night must not  
62 exceed the maximum permitted capacity of the  
63 individual sewage disposal system, as approved by  
64 the Health Department.

65  
66 (ii) Maximum Number of Guests. The total number of  
67 guests permitted per night must not exceed a  
68 maximum of 10 guests per parcel if owned in fee  
69 simple or per ownership unit if under condominium  
70 ownership. This requirement is not intended to limit  
71 the number of guests that may sleep in each room,  
72 nor the number of dwelling units per parcel used for  
73 the Short-Term Rental – Commercial Whole House  
74 use.

75  
76 (3) Food Service Not Permitted. The Operator or Manager must not  
77 prepare, serve, or contract for the catering of food or alcoholic  
78 beverages for consumption by any guests of the Short-Term Rental  
79 – Commercial Whole-House use. The Short-Term Rental –  
80 Commercial Whole-House use must not contain restaurant facilities;  
81 the dwelling unit's independent cooking facilities are for use by the  
82 guests only.

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(4) Private Parties and/or Temporary Special Events Not Permitted. Private parties and/or Temporary Special Events pursuant to Section 5-500(C) are not permitted in association with the Short-Term Rental – Commercial Whole-House use.

(5) Dwelling Unit Types Permitted. A Short-Term Rental – Commercial Whole-House use is permitted to operate only in a not otherwise occupied single family detached dwelling unit and/or in a not otherwise occupied accessory dwelling unit approved pursuant to Section 5-613 that is accessory to a principal single family detached dwelling unit.

(D) Zoning Permit Requirements. A Zoning Permit is required for all Short-Term Rental – Commercial Whole-House uses.

(1) In addition to the requirements of Section 6-1000, the Zoning Permit application must include authorization for the Zoning Administrator to conduct an inspection prior to approval of the Zoning Permit to verify compliance with all applicable Zoning Ordinance requirements as well as the following:

- (a) Written consent from the property owner.
- (b) The name and contact information of the Operator and/or Manager.
- (c) The type of dwelling unit(s) that will be rented.
- (d) The address of the dwelling unit(s) that will be rented.
- (e) The maximum rental capacity.
- (f) The type of water and sewer service for the proposed use.
- (g) Any required Virginia Uniform Statewide Building Code (Part 1 Virginia Construction Code and Part 1 Virginia Existing Building Code) approval(s) from the Department of Building and Development, Virginia Statewide Fire Prevention Code approval(s) from the Fire Marshal, and Health Department approval.

- 125 (h) A drawing that shows the location of the dwelling unit(s)  
126 being rented and the required parking on the parcel that is  
127 subject to the Zoning Permit application.  
128  
129 (i) A floor plan of the dwelling unit(s) being rented illustrating  
130 conformance with the safety requirements of Section 5-  
131 670(I).  
132  
133 (2) The approved Zoning Permit for the Short-Term Rental –  
134 Commercial Whole-House use must be displayed in a conspicuous  
135 location upon entry into the Short-Term Rental – Commercial  
136 Whole-House use and included with all advertising materials.  
137  
138 (3) The Zoning Permit for a Short-Term Rental – Commercial Whole-  
139 House use is valid for only the original Operator and dwelling  
140 unit(s) listed on the Zoning Permit application and is not transferable  
141 to any other Operator or property. Changes to the information  
142 pertaining to the Operator or dwelling unit(s) listed on the Zoning  
143 Permit will require the approval of a new Zoning Permit.  
144  
145 (4) No more than one Zoning Permit for a Short-Term Rental –  
146 Commercial Whole-House use shall be permitted per parcel. Such  
147 zoning permit shall list all principal and/or accessory dwelling units  
148 to be used for the Short-Term Rental – Commercial Whole-House  
149 use.  
150  
151 (5) A Zoning Permit for a Short-Term Rental – Commercial Whole-  
152 House use is not permitted on a parcel that is subject to an approved  
153 Zoning Permit for a Bed and Breakfast Homestay use, Bed and  
154 Breakfast Inn use, Country Inn use, Rural Retreats and Resorts use,  
155 Campground Use, or for a Short-Term Rental – Residential  
156 Accessory use.  
157  
158 (6) The County’s approval of a Zoning Permit for a Short-Term Rental  
159 – Commercial Whole House use is not intended to abrogate, annul,  
160 or otherwise interfere with any easement, covenant or other private  
161 agreement or legal relationship, such as those of a Homeowners’  
162 Association or Condominium Owners’ Association. However,  
163 where the regulations of this Ordinance are more restrictive or  
164 impose higher standards or requirements than such easements,

covenants or other private agreements or legal relationships, the regulations of this Ordinance must govern.

(E) **Simultaneous Rental Contracts Not Permitted.** All guests staying within the same dwelling unit during a rental period for a Short-Term Rental – Commercial Whole-House use must be covered under the same rental agreement.

(F) **Parking Requirement.**

(1) In addition to the off-street parking spaces required for the existing dwelling unit(s) and any other uses on the parcel pursuant to Section 5-1100, one (1) off-street parking space must be provided.

(2) The Zoning Administrator may modify the parking requirements of this Section if the Operator can demonstrate that the requirements of this Section cannot be met because of (a) the exceptional size and/or shape of the lot; (b) environmental or engineering constraints on the lot; (c) special accessibility needs; or (d) other extraordinary situations or conditions of the lot. The Zoning Administrator may attach conditions to any modification to ensure that the results of the modification will be in accordance with the purpose and intent of this Section.

(3) On-street parking may not count towards the required parking unless specifically requested and approved pursuant to Section 5-669(F)(2).

(G) **Exterior Lighting.** Exterior lighting for a Short-Term Rental – Commercial Whole-House use is subject to Sections 5-652(A)(2), and 5-652(A)(3). The maximum height of pole-mounted exterior lighting for a Short-Term Rental – Commercial Whole-House use is 12 feet.

(H) **Roads/Access.** For any Short-Term Rental – Commercial Whole-House use that is located on a parcel which does not have frontage on a Class I or Class II Road, documentation shall be provided to the Zoning Administrator, at the time of Zoning Permit application, demonstrating that the private road serving such lot may be used to provide access to the Short-Term Rental – Commercial Whole-House use.

205 (I) Safety Requirements. Dwelling units used for the Short-Term Rental –  
206 Commercial Whole-House use must meet the following requirements:

207  
208 (1) Each room used for overnight accommodations and floor must have  
209 an operational smoke detector that is interconnected with the smoke  
210 detectors in the rest of the structure.

211  
212 (2) Each floor must have at least one operational fire extinguisher in a  
213 conspicuous location that is clearly marked and accessible to guests.

214  
215 (3) Each floor must have at least one operational carbon monoxide  
216 detector.

217  
218 (4) All rooms that may be used for overnight accommodations must  
219 have at least two means of continuous and unobstructed egress to  
220 the outside of the dwelling unit on the ground floor.

221  
222 (5) A fire safety plan and emergency contact information, including the  
223 contact information for the Operator or Manager, local law  
224 enforcement, and fire and rescue, must be posted in a conspicuous  
225 location.

226  
227 (J) Use of Affordable Dwelling Unit Developments and Unmet Housing  
228 Needs Units (UHNUs) Not Permitted. All units provided pursuant to  
229 Article 7 of this Ordinance and UHNUs provided in accordance with  
230 proffered conditions cannot be used for Short-Term Rental – Commercial  
231 Whole House uses.

232  
233  
234 **ARTICLE 8**  
235 **DEFINITIONS**

236  
237 **S**

238  
239 Short-Term Rental – Commercial Whole House: The renting of a not otherwise occupied single  
240 family detached dwelling unit or a not otherwise occupied accessory dwelling unit that is accessory  
241 to a principal single family detached dwelling unit, in which the entire dwelling unit is used for  
242 providing overnight accommodations for a period of fewer than 30 consecutive days in exchange  
243 for a charge for the occupancy or other considerations. A Short-Term Rental – Commercial Whole  
244 House use is counted as a dwelling unit for purposes of density calculations.

**Berryville Town Council Item Report Summary**  
**April 11, 2023**

**Item Title**

Staff Reports - Update: Short-Term Rentals

**Prepared By**

---

**Background/History/General Information**

**Findings/Current Activity**

**Financial Considerations**

**Schedule/Deadlines**

**Other Considerations**

**Attachments**

**Recommendation**

**Sample Motion**

April 11, 2023  
Monthly Update

American Rescue Plan Act of 2021

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Funds expended over the past month

The March 2023 expenditure report is attached.

Attachments

- March 2023 ARPA Expenditure Report
- ARPA Master List
- Project Status Reports

ARPA MASTER LIST

4/11/2023

	PROJECT NAME	BUDGET	SPENT TO DATE	BALANCE	%COMPLETE	COMPLETED PROJECTS (-/+)
1	Computers:Utility Clerk,PWs	\$ 2,437.90	\$ 2,437.90	\$ -	100% Admin	
2	Police Radio Replacements	\$ 75,000.00	\$ 72,842.19	\$ 2,157.81	100%	\$ 2,157.81
3	PW Compressor	\$ 25,000.00	\$ 23,629.85	\$ 1,370.15	100% Infra	\$ 1,370.15
4	Water Dist Sys Flushing Equip	\$ 7,500.00	\$ 9,844.38	\$ (2,344.38)	100% Infra	\$ (2,344.38)
5	Water Meter Reading Equip	\$ 25,000.00	\$ 12,458.03	\$ 12,541.97	100% Infrast	\$ 12,541.97
6	Grants for Improper Con to Sewer Sys	\$ 20,000.00	\$ 4,500.00	\$ 15,500.00	25% grant	
7	W/s Admin Fees	\$ 179,100.00	\$ 175,260.82	\$ 3,839.18	100% Neg Impact	\$ 3,839.18
8	Premium Pay for Employees	\$ 172,000.00	\$ 174,323.86	\$ (2,323.86)	100% premium p	\$ (2,323.86)
9	Grant John H Enders/Rescue Squad *	\$ 80,000.00	\$ 80,000.00	\$ -	75% grant	
10	Grant to Barns of Rose Hill *	\$ 40,000.00	\$ 40,000.00	\$ -	75% grant	
11	Grant for Façade Improvement	\$ 250,000.00	\$ 154,621.65	\$ 95,378.35	60% grant	
12	Website	\$ 8,000.00	\$ 5,845.29	\$ 2,154.71	100% Admin	\$ 2,154.71
13	Leak Study	\$ 9,000.00	\$ 8,662.50	\$ 337.50	100% Infra	\$ 337.50
14	SSES Study	\$ 125,000.00	\$ 115,920.44	\$ 9,079.56	20% Infra	
15	River Pumping Station Upgrade	\$ 25,000.00	\$ 28,538.55	\$ (3,538.55)	100% Infra	\$ (3,538.55)
16	Water Meter & Setter Replacements *	\$ 350,000.00	\$ 334,294.97	\$ 15,705.63	75% Infra	
17	Hermitage Pump Station	\$ 26,000.00	\$ 23,850.00	\$ 2,150.00	100% Infra	\$ 2,150.00
18	Booster Building Upgrade	\$ 20,000.00	\$ 22,985.85	\$ (2,985.85)	100% Infra	\$ (2,985.85)
19	WWTP Headworks Lighting Upgrade	\$ 5,000.00	\$ 4,764.00	\$ 236.00	100% Infra	\$ 236.00
20	Ridgo Road Water Main	\$ 30,000.00	\$ 25,939.04	\$ 4,060.96	100% Infra	\$ 4,060.96
21	Water, Sewer and Drainage Projects	\$ 2,280,948.10	\$ 526,163.71	\$ 1,754,784.39	30% Infra	
22	Rockcroft Water Main Abandonment	\$ 10,000.00	\$ 10,550.96	\$ (550.96)	0% Infra	
23	Security Upgrades	\$ 125,000.00	\$ 85,820.91	\$ 39,179.09	100% Infra/adml	\$ 39,179.09
24	Drainage Dorsey, Walnut, Treadwell	\$ 310,000.00	\$ 1,500.00	\$ 308,500.00	5% Infra	
25	Bel Vol and Battletown Water Main Repl		\$ 11,612.50		Infra	
26	Wayfinding Signs	\$ 140,000.00	\$ 10,425.50	\$ 129,574.50	0%	
27	Raw Water Intake Land-Easement Acquisition	\$ 15,000.00	\$ 7,172.50	\$ 7,827.50	50% Infra	
28	Grant Housing (3 years)	\$ 120,000.00	\$ 80,000.00	\$ 40,000.00	66%	
	Administrative /Legal Fees	\$ 60,000.00	\$ 40,168.89	\$ 19,831.11	50% Admin	
	Total Encumbered	\$ 4,534,986.00	\$ 2,094,133.69	\$ 2,440,852.31		\$ 41,292.76
	Total ARPA	\$ 4,534,986.00				
*	Project For (2) two years					
**	Pending funds availability					
	<u>Possible Projects</u>					
	WWTP Harmonic Balancer **	\$	\$	\$	0%	
	SCADA Digital Upgrade 3 Pump Stations **	\$	\$	\$	0%	



Non-Profits

	<u>BUDGETED</u>	<u>USED THIS MONTH</u>	<u>TOTAL USED</u>	<u>BALANCE</u>	<u>PERCENT USED</u>
Estimated cost of these actions					
- John H Enders FD	\$ 80,000.00	\$ -	\$ 80,000.00	\$ -	100%
- Barns of Rose Hill	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	100%
- Housing assistance	\$ 120,000.00	\$ -	\$ 80,000.00	\$ 40,000.00	67%
- Total			\$ 200,000.00		\$ 240,000.00

Fund balance from first payment \$ -  
 Fund balance from second payment \$ 40,000.00

Purchase of equipment and supplies

Estimated cost of these actions					
- Purchase of equipment, etc	\$ 25,000.00	\$ -	\$ 9,864.76	\$ 15,135.24	39%
- Total			\$ 9,864.76		\$ 25,000.00

Fund balance from first payment \$ 15,135.24

Improve Communications

	<u>BUDGETED</u>	<u>USED THIS MONTH</u>	<u>TOTAL USED</u>	<u>BALANCE</u>	<u>PERCENT USED</u>
Estimated cost of these actions					
- Website	\$ 8,000.00	\$ -	\$ 5,845.29	\$ 2,154.71	73%
- Radios	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -	100%
- Other imp.	\$ 60,000.00	\$ -	\$ 12,842.19	\$ 47,157.81	21%
- Total			\$ 78,687.48		\$ 128,000.00

Fund balance from first payment \$ 49,312.52



BUDGETED      USED THIS MONTH      TOTAL USED      BALANCE      PERCENT USED

Pay for administrative costs

Estimated cost of these actions						
- Administrative costs per FY (5.5)	\$	330,000.00	\$	2,500.00	\$	37,668.89
- Total					\$	40,168.89
					\$	289,831.11
						12%
Fund balance from first payment					\$	330,000.00
Fund balance from second payment					\$	330,000.00
					\$	99,831.11
					\$	190,000.00

NOTES:

Administrative Costs:  
Legal      \$      -  
                  \$      2,500.00

INFRASTRUCTURE COSTS:

Core & Main(Water Meter Supplies)	\$	3,868.50		1st Tranche	\$	2,267,493.00
General Excavation(Josephine)	\$	319,562.25		Used to date	\$	2,064,512.04
Broy & Sons (River Pump #1)	\$	-		Balance	\$	202,980.96
	\$	-		2nd Tranche	\$	2,267,493.00
GWP(Boom Road Generator)	\$	-		Used to date	\$	29,621.65
Pennonil(Osborne, Church, Josephine)	\$	7,100.00		Balance	\$	2,237,871.35
Pennoni (&I, SSES Study)	\$	43,029.50				
Webster Nursery(Concrete walls)	\$	-				
<b>Total</b>	\$	373,560.25				

# Project Status Report

Date: 4/11/2023

Project Name:  
Water Meter Reading Equipment

Project Budget: \$25,000.00  
Expected Completion Date: November 2022

Executive Summary:  
To purchase new Toughbook computer and meter reading device.

- Project Goals:
1. Reduce meter reading costs.
  2. Improve customer service.

Project Status:

Status Item	Status	Summary
Budget 25,000.00	Completed	Total Spend: \$12,458.03
Schedule/Timeline	Completed	% Complete: 100

Project Milestones:

Description	% Complete	Status
1. Ordered tablet 9/27/2022	100%	Completed
2. Order meter reading device received 9/26/2022	100%	Completed
3. Both Tablets and Meter reading devices have been deployed	100%	Completed

Project Issues or Concerns:

# Project Status Report

6

Date: 4/11/2023

**Project Name:**

Grant for Improper Connections to Sewer System

**Project Budget:** \$20,000.00

**Expected Completion Date:** December 15,2022

**Executive Summary:**

Reimbursement grants to be made available for elimination of connections that transmit surface and ground water to the wastewater collection system.

**Project Goals:**

1. To eliminate unpermitted connections to the Town's wastewater collection system.
2. To reduce flow within the collection system and to the wastewater treatment plant.

**Project Status:**

Status Item	Status	Summary
Budget 20,000	On Track	Total Spend: \$4,500.00
Schedule/Timeline	On Track	% Complete: 25

**Project Milestones:**

Description	% Complete	Status
1. Provided initial information to homeowners to complete paperwork & schedule inspection	100%	Completed
2. Town Rep and owner to meet at property to examine connection to the building/sewer.	100%	Completed
3. Town will make a determination as to whether work qualifies for reimbursement	100%	Completed
4. Reimbursement requests incomplete, owner given another opportunity to submit	0%	On Track
5. Reimbursement requests complete, Town to provide reimbursement check within 30 days of the request approval	0%	On Track

**Project Issues or Concerns:**

# Project Status Report

Date: 4/11/2023

**Project Name:**

Grant for John H. Enders Fire Dept and Rescue Squad (2022)

Project Budget: \$80,000.00

Expected Completion Date: January 2023

**Executive Summary:**

Provide funding to vital partner in Covid-19 response and public safety.

**Project Goals:**

1. Support John H. Enders Department's mission.

**Project Status:**

Status Item	Status	Summary
Budget 80,000.00	Completed	Total Spend: \$80,000.00
Schedule/Timeline	On Track	% Complete: 75

**Project Milestones:**

Description	% Complete	Status
1. Grant agreement provided to John H. Enders	100%	Completed
2. Execute agreement	100%	Completed
3. Disperse funds	100%	Completed
4. Track use of funds: Report for SECOND pymt	50%	On Track

**Project Issues or Concerns:**

# Project Status Report

Date: 4/11/2023

**Project Name:**

Grant to Barns of Rose Hill

**Project Budget:** \$40,000.00

**Expected Completion Date:** January 2023

**Executive Summary:**

Provide funding to Non-profit effected by Covid-19 pandemic and to support downtown businesses.

**Project Goals:**

1. Support Barns of Rose Hill mission.
2. Support downtown businesses.

**Project Status:**

Status Item	Status	Summary
Budget 40,000.00	Completed	Total Spend: \$40,000.00
Schedule/Timeline	On Track	% Complete: 75

**Project Milestones:**

Description	% Complete	Status
1. Grant agreement provided to Barns of Rose Hill	100%	Completed
2. Execute agreement	100%	Completed
3. Disperse funds	100%	Completed
4. Track use of funds -report for second pymt	50%	On Track

**Project Issues or Concerns:**

# Project Status Report

11

Date: 4/11/2023

**Project Name:**

Grant for Façade, Sign, and Accessibility Improvements

**Project Budget:** \$250,000.00

**Expected Completion Date:** June 2025

**Executive Summary:**

Assist downtown business district recover from Covid-19 pandemic.

**Project Goals:**

1. Improve facades, signage and accessibility at downtown businesses.

**Project Status:**

Status Item	Status	Summary
Budget 250,000.00	On Track	Total Spend: \$154,621.65
Schedule/Timeline	On Track	% Complete: 60

**Project Milestones:**

Description	% Complete	Status
1. Issue grant agreements	100%	Completed
2. Review applications	30%	On Track
3. Award grants	30%	On Track
4. Review work	30%	On Track
5. Reimburse owners for qualifying work	30%	On Track
		Choose an item.
Funds Encumbered to date IS \$250,000.00	100%	

**Project Issues or Concerns:**

# Project Status Report

Date: 4/11/2023

**Project Name:**

Sanitary System Evaluation Study (SSES)

**Project Budget:** \$125,000.00

**Expected Completion Date:** December 2022

**Executive Summary:**

Evaluate Town Wastewater collection system to identify inflow and infiltration(I&I) of groundwater and stormwater.

**Project Goals:**

1. Identify trouble areas in wastewater collection system.
2. Develop strategy for addressing identified I & I.

**Project Status:**

Status Item	Status	Summary
Budget 125,000.00	On Track	Total Spend: \$115,920.44
Schedule/Timeline	On Track	% Complete: 80

**Project Milestones:**

Description	% Complete	Status
1. Request proposal from engineer	100%	Completed
2. Review proposal / authorize work	100%	Completed
3. Assist engineer during project	100%	Completed
4. Review study results	0%	On Track

**Project Issues or Concerns:**

# Project Status Report

Date: 4/11/2023

**Project Name:**

Water Meter and Setter Replacements

**Project Budget:** \$350,000.00

**Expected Completion Date:** June 2023

**Executive Summary:**

Upgrade ¼ of the Town's water Meters and setters.

**Project Goals:**

1. Improve capture of water use.
2. Improve back flow protection.
3. Reduce meter reading costs.

**Project Status:**

Status Item	Status	Summary
Budget \$350,000.00	On Track	Total Spend: \$334,294.37
Schedule/Timeline	On Track	% Complete: 75

**Project Milestones:**

Description	% Complete	Status
1. Order meters, setters, valves, plus other supplies	100%	Completed
2. Install meters / setters	70%	On Track

**Project Issues or Concerns:**

1. Multiyear project

# Project Status Report

Date: 4/11/2023

**Project Name:**

Water, Sewer and Drainage Utility Projects-Osborne, Virginia, North Church, Bundy, and Josephine

**Project Budget:** \$2,280,948 (ARPA) and \$254,052 (other)

**Expected Completion Date:** December 2024

**Executive Summary:**

Osborne: Replace 2-inch water line and laterals. Install sewer pump station, main, and laterals.

Virginia: Address Virginia Avenue drainage issues by directing water in to Town Run.

North Church & Bundy: Water main improvements including extension from 12-inch main on Liberty St along N Church and Bundy to the 6-inch main on N Buckmarsh. Replace water laterals.

Josephine: Replace 4-inch water mains with 12-inch main. Replace all water laterals. Install water main under Norfolk and Southern right of way. Reroute force main to Josephine East pump station.

**Project Goals:**

1. Improve stormwater management on Virginia.
2. Improve water service on Osborne
3. Provide public sewer on Osborne
4. Improve water distribution system on N Church, Bundy, and Josephine
5. Improve fire flow on N Church, Bundy, and Josephine
6. Pave streets after utility work is complete
- 7.

**Project Status:**

Status Item	Status	Summary
Budget	On Track	Total Spend: \$526,163.71
Schedule/Timeline	On Track	% Complete: 30

**Project Milestones:**

Description	% Complete	Status
1. Construction plans	100%	Completed
2. Develop IFB	100%	Completed
3. Secure Easements	50%	On Track
4. Issue offering/ review offering	100%	Completed
5. Select Contractor	100%	Completed
6. Complete project	0%	On Track

**Project Issues or Concerns:**

# Project Status Report

Date: 4/11/2023

**Project Name:**

Rockcroft subdivision water project

Project Budget: \$10,000.00 \*

Expected Completion Date: June 2023

**Executive Summary:**

Eliminate small water main connections in back yards.

**Project Goals:**

1. Eliminate sources of potential water leaks.

**Project Status:**

Status Item	Status	Summary
Budget 10,000.00	On Track	Total Spend: \$10,550.96
Schedule/Timeline	On Track	% Complete: 50%

**Project Milestones:**

Description	% Complete	Status
1. Eliminate connections complete by April 2023 per Director of Public Works	50%	On Track
2. All materials are on site.	100%	Completed
3. Six laterals must still be disconnected.	0%	On Track
4. 4" main to abandoned	0%	On Track
5. * Director of Public Works now estimates that total project cost will approach \$20,500 (12/7/22)		

**Project Issues or Concerns:**

# Project Status Report

24

Date: 4/11/2023

**Project Name:**

Dorsey Street Drainage Improvement/Replacement of Drainage structures of West Main and Lincoln Walnut/Dorsey/Treadwell Streets Drainage Improvement

**Project Budget:** \$310,000.00

**Expected Completion Date:** December 2024

**Executive Summary:**

Construct improvements to convey stormwater from the intersection of Dorsey and Academy Extended to and existing stormwater conveyance.

Replace undersized stormwater piping at intersection of West Main and Lincoln (if needed).

Stormwater improvements for property owners on Walnut Street near Archer and Ashby courts. Drainage Improvements along Walnut Street.

Stormwater improvements east of Dorsey and south of Treadwell streets. Allow for stormwater drainage to West Main Street.

**Project Goals:**

1. Improve stormwater drainage from Archer and Ashby courts to Walnut Street.
2. Improve stormwater drainage on Walnut Street to the east.
3. Replace storm pipe on West Main from Dorsey to the west side of Lincoln.

**Project Status:**

Status Item	Status	Summary
Budget 310,000	On Track	Total Spend: \$1,500.00
Schedule/Timeline	On Track	% Complete: 5

**Project Milestones:**

Description	% Complete	Status
1. Construction plans	0%	On Track
2. Develop IFB	0%	On Track
3. Secure Easements	0%	Not Started
4. Issue offering/ review offering	0%	Not Started
5. Select Contractor	0%	Not Started
6. Complete project	0%	Not Started

**Project Issues or Concerns:**

# Project Status Report

Date: 4/11/2023

**Project Name:**

Bel Voi Drive and Battletown Dr Water Main Replacement

**Project Budget:** \$

**Expected Completion Date:** December 2024

**Executive Summary:**

Water main replacement from an 4-inch to 8-inch. Water laterals.

**Project Goals:**

1. Improve fire flow.
2. Construct new mains in the public street whenever possible and abandon old mains.
3. Connect existing houses to the new mains.

**Project Status:**

Status Item	Status	Summary
Budget	On Track	Total Spend: \$11,612.50
Schedule/Timeline	Not Started	% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Construction Plans	0%	Not Started
2. Develop IFB	0%	Not Started
3. Secure Easements	0%	Not Started
4. Issue offering/ review offering	0%	Not Started
5. Select Contractor	0%	Not Started
6. Complete project	0%	Not Started

**Project Issues or Concerns:**

# Project Status Report

Date: 4/11/2023

Project Name:  
Wayfinding Signs

Project Budget: \$150,000.00  
Expected Completion Date: December 2023

Executive Summary:  
Design, construct, and install entrance and wayfinding signs.

Project Goals:  
1. To improve business environment in downtown business district.

### Project Status:

Status Item	Status	Summary
Budget 150,000.00	On Track	Total Spend: \$10,425.50
Schedule/Timeline	On Track	0% Complete:

### Project Milestones:

Description	% Complete	Status
1. Design	0%	On Track
2. Determine Sign locations	0%	Not Started
3. Secure VDOT approvals	0%	Not Started
4. Develop offering for design and construction/award/have signs fabricated	0%	Not Started
5. Secure contractor to install signs	0%	Not Started
6. Have signs installed	0%	Not Started
RFP ISSUED ON 6/30/2022 & COUNCIL AUTHORIZED THE TOWN MANAGER TO AWARD BID.		

### Project Issues or Concerns:

# Project Status Report

Date: 4/11/2023

**Project Name:**

Raw Water Intake Land- Easement Acquisition

**Project Budget:** \$15,000.00

**Expected Completion Date:** Mid FY2023

**Executive Summary:**

Expand the raw water transmission line easement and intake structure parcels to prepare for WTP upgrade.

**Project Goals:**

1. Begin process of securing land and easements necessary for upgrade of intake and raw transmission line for WTP upgrade planned for FY26.

**Project Status:**

Status Item	Status	Summary
Budget 15,000.00	On Track	Total Spend: \$7,172.50
Schedule/Timeline	On Track	100% Complete: 50

**Project Milestones:**

Description	% Complete	Status
1. Survey	100%	Completed
2. Legal	75%	On Track
3. Tree Removal	100%	Completed
4. Easement Acquisition	0%	On Track
Draft deed, plat and boundary line adjustment provided to property owner for review.		
Draft deed of easement provided to property owner for review.		

**Project Issues or Concerns:**

# Project Status Report

28

Date: 4/11/2023

Project Name:  
Grant for Housing

Project Budget: \$120,000  
Expected Completion Date: June 2024

Executive Summary:  
Grant to a non-profit organization(s) that will deliver housing assistance to low-income homeowners.

Project Goals:  
1. To improve owner-occupied housing for low-income homeowners in the Town of Berryville

### Project Status:

Status Item	Status	Summary
Budget: 120,000	On Track	Total Spend: \$80,000
Schedule/Timeline 3years	On Track	% Complete: 66

### Project Milestones:

Description	% Complete	Status
1. Issue grant agreements	66%	On Track
2. Review applications	66%	On Track
3. Award grants	33%	On Track
		Choose an item.

### Project Issues or Concerns:

Spot Blight Abatement

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*Report of April 11, 2023*

Update

112 Josephine Street

The next abatement plan milestone, completion of work making the structure weather-tight and clearing site of construction debris and the like, must be completed by December 15, 2023.

225 Josephine Street

The Council extended the deadline for securing all required permits for work on the property to April 3, 2023.

The owner has secured a zoning permit for an accessory building that he plans to erect on the property. He has not secured a building permit for that building.

A demolition permit has been secured for the dwelling.

The approved plan requires that the dwelling be demolished and the site cleaned by December 15, 2023.

12 First Street

The southern portion of the building has been demolished. The next abatement plan milestone, completion of work making the structure (the remaining northern portion) weather-tight and cleaning site of construction debris and the like, must be completed by December 15, 2023.

114 Josephine Street

The dwelling has been razed, but the building materials have not been removed from the site.

Staff will attempt to contact the property owner prior to the meeting. Staff will gather more information before the Council meeting and discuss setting a new deadline for site cleanup.

229 and 203 Josephine Street

The plan executed by the owner of 229 Josephine Street required that an evaluation of the structure, a list of repairs to be completed on the structure, and a schedule for the work to be provided to the town manager by February 27, 2023. No submission was provided. The owner and town manager spoke on the phone and the owner is to contact the manager with an update on the plan for the property. Staff hopes that a plan of action will have been fleshed out before the May Town Council meeting. If that can't be accomplished, then staff may discuss initiating the formal spot blight review process.

The owner of 203 Josephine Street and the town manager have spoken about demolition plans but they have not been finalized. The owner has contacted the zoning administrator to discuss limitations to rebuilding on the property after the structure in question is demolished. Staff hopes that a plan of action will have been fleshed out before the May Town Council meeting. If that can't be accomplished, then staff may discuss initiating the formal spot blight review process.

*Report of March 14, 2023*

Update

112 Josephine Street

The next abatement plan milestone, completion of work making the structure weather-tight and cleaning site of construction debris and the like, must be completed by December 15, 2023.

225 Josephine Street

The Council extended the deadline for securing all required permits for work on the property to April 3, 2023.

The owner has secured a zoning permit for an accessory building that he plans to erect on the property. He has not secured a building permit for that building.

No demolition permit has been secured for the dwelling.

Town staff has met with the owner several times and discussed the requirements of the plan and the process by which requisite permits may be secured. On at least two occasions, Town staff has also met with the owner and Clarke County Building Department staff, to facilitate compliance with the April 3, 2023 deadline. The most recent of those meetings occurred on March 7, 2023.

12 First Street

The southern portion of the building has been demolished. The next abatement plan milestone, completion of work making the structure (the remaining northern portion) weather-tight and cleaning site of construction debris and the like, must be completed by December 15, 2023.

114 Josephine Street

Town staff contacted the owner to determine if work had occurred on the site over the past month. The owner informed staff that he had secured a sample of building material and submitted it for mandatory testing on March 1, 2023. The owner stated that when he receives the test results, he will then secure the assistance needed to remove the structure.

Town staff and the owner again discussed the need for the owner to work with the owner of the overhead utility that is connected to the structure to have the wires disconnected. The owner committed to contact the utilities.

It is clear that the owner will not meet the March 15, 2023 deadline for having the building demolished.

#### *229 and 203 Josephine Street*

The plan executed by the owner of 229 Josephine Street required that an evaluation of the structure, a list of repairs to be completed on the structure, and a schedule for the work to be completed be provided to the town manager by February 27, 2023. No submission was provided. The owner and town manager spoke on the phone and the owner is to contact the manager with an update on the plan for the property.

The owner of 203 Josephine Street and the town manager have not spoken regarding the Town's letter dated January 20, 2023. Staff hopes that such a discussion will have occurred prior to the Council's March meeting.

#### *Report of February 14, 2023*

##### Update

At its January 10, 2023 meeting, the Council amended the approved spot blight abatement plans for both 112 and 225 Josephine Street. The Council approved changes to the schedules incorporated into each plan. These changes were approved to provide the owners with more time to comply with certain milestones.

#### *112 Josephine Street*

The Council extended the deadline for providing the Town Manager with a list of repairs to be completed on the structure and a schedule for completion of that work to February 6, 2023. The Council also extended the deadline for securing all required permits for work on the property to April 3, 2023.

The owner submitted a letter to the Town on February 6, 2023. The Council is asked to determine whether this submission satisfies the first milestone.

Construction activity is occurring on the property.

#### *225 Josephine Street*

The Council extended the deadline for securing all required permits for work on the property to April 3, 2023.

The owner has secured a zoning permit for an accessory building that he plans to erect on the property. He has not secured a building permit for that building.

No demolition permit has been secured for the dwelling.

#### *12 First Street*

The southern portion of the building has been demolished.

The December 1, 2022 milestone for having all permits issued for the work on the northern portion of the structure has been met because it was determined that no permits are necessary for the planned work.

#### *114 Josephine Street*

Demolition activity was to have commenced on the site by February 1, 2023. Because no activity was evident on the site, I contacted the owner and he informed me that he has begun removing salvageable portions of the structure and that the project will be completed by the March 15, 2023 deadline.

#### *229 and 203 Josephine Street*

Letters were sent to the owners of these properties on January 20, 2023. In those letters the Town Manager asked the owners to enter into an agreement to address the blight on the property. The owners were asked to return an executed plan to the Town by February 6, 2023.

The owner of 229 Josephine Street executed a plan that provides for the repair of the structure and cleanup of the site. The Town has received no response from the owner of 203 Josephine Street.

#### Attachments

- Photos taken on February 6, 2023 of 112 Josephine Street, 225 Josephine Street, 12 First Street, 114 Josephine Street, 229 Josephine Street, and 203 Josephine Street.
- Letter from Susan French to Town officials dated February 6, 2023 and blight abatement plan for 112 Josephine Street (last modified by Town Council on 1/10/23).
- Letter from Town Manager to owner of 229 Josephine Street dated January 20, 2023. Letter from Town Manager to owner of 229 Josephine Street dated February 6, 2023 and executed blight abatement plan.
- Letter from Town Manager to owner of 203 Josephine Street dated January 20, 2023.

#### Recommended Action(s):

Review letter submitted to the Town Manager by the owner of 112 Josephine Street on February 6, 2023 and determine whether the letter satisfies the February 6, 2023 milestone of the 112 Josephine Street Blight Abatement Plan.

#### Sample Motions:

I move that the Council of the Town of Berryville find that the letter submitted to the Town Manager by the owner of 112 Josephine Street on February 6, 2023 satisfies the February 6, 2023 milestone of the 112 Josephine Street Blight Abatement Plan.

Or

I move that the Council of the Town of Berryville find that the letter submitted to the Town Manager by the owner of 112 Josephine Street on February 6, 2023 does not meet the requirements of the February 6, 2023 milestone of the 112 Josephine Street Blight Abatement Plan and that the Town Manager is hereby directed to begin enforcement action to bring the subject property into compliance with the Berryville Code.

*Report of January 10, 2023*

Update

On December 19, 2022 the Town Manager sent letters to the owners of 12 First Street, 225 Josephine Street, and 112 Josephine Street informing them that they had not meet required spot blight abatement milestones. The letters stated that the owners must comply with the plans approved for their property by January 3, 2023.

As of the writing of this report, the owner of 12 First Street has complied with currently applicable milestones/deadlines. The owners of 225 Josephine Street and 112 Josephine Street have not complied with their approved plans.

Attachments

- Recent correspondence related to 12 First Street (Mercer), 225 Josephine Street (Brown), and 112 Josephine Street (French).

Staff requests guidance from the Council in this regard.

*Report December 13, 2022*

*112 Josephine Street*

A demolition permit was issued for the structure's front porch. The front porch was removed. New stairs were installed at the front door.

As of the writing of this report, the owner of 112 Josephine Street has not met the December 15, 2022 milestone.

*12 First Street*

The owner provided the Town Manager with a list of repairs to be completed on the northern portion of the structure.

The owner secured a demolition permit for the southern portion of the building and has scheduled a pre-demolition conference with the Building Official on December 15, 2022.

The December 1, 2022 milestone for having all permits issued for work on the northern portion of the structure was not met.

*225 Josephine Street*

The December 1, 2022 milestone for having all permits issued for work on the structure was not met.

#### *114 Josephine Street*

The owner secured a demolition permit for the dwelling. A pre-demolition conference was held regarding this structure on October 17, 2022.

Town staff will send violation notices to owners who have not met required deadlines. These notices will provide a short period of time to comply with the approved spot blight abatement plan and outline the actions the Town will take if these extensions are not met.

#### Attachments

- Spot Blight Abatement Plan for 112 Josephine Street
- Spot Blight Abatement Plan for 12 First Street
- Spot Blight Abatement Plan for 225 Josephine Street
- Spot Blight Abatement Plan for 114 Josephine Street

#### *Report November 8, 2022*

On October 11, 2022, the Town Council reviewed a request to modify the approved spot blight abatement plan for 112 Josephine Street. The Council agreed to modify the plan in the following ways:

- Change the deadline for the first milestone from 9/15/22 to 12/15/22
- Change the deadline for the second milestone from 12/1/22 to 2/1/23

The spot blight abatement plan was amended and forwarded to the owner's legal counsel.

The owner's legal counsel contacted Town staff and expressed concerns that the plan modifications did not conform to the action taken by the Town Council. No further communication was received from the owner or her legal counsel.

#### Attachments

- Amended Spot Blight Abatement Plan for 112 Josephine Street (dated 10/25/22)
- Email thread regarding concerns about the amended plan

#### *Report September 13, 2022*

##### Update

On July 12, 2022, the Town Council approved spot blight abatement plans for 12 First Street, 112 Josephine Street, 114 Josephine Street, and 225 Josephine Street. The approved plans set the following schedule for required milestones:

12 First Street

**Required Milestones / Schedule**

Owner secures demolition permit for southern portion of structure by	9/15/22
List of repairs to be completed on the northern portion of the structure and a schedule for completion of that work provided to the Town Manager by	9/15/22*
All required permits issued for work on northern portion of structure by	12/1/22
Demolition of southern portion of structure commences by	2/1/23
Demolition of southern portion of structure completed by	3/15/23
Debris and trash removed from property and site stabilized by	3/15/23
All work completed (and required inspections passed) on northern portion of structure and site by	12/15/23

\* If Town Manager does not approve the repairs and schedule, then the owner must resubmit information to secure approval. Owner remains responsible for meeting all deadlines beyond this milestone.

**112 Josephine Street**

**Required Milestones / Schedule**

List of repairs to be completed on the structure and a schedule for completion of that work provided to the Town Manager by	9/15/22*
All required permits issued for work on structure by	12/1/22
All work completed (and required inspections passed) on structure and site (including removal of debris and trash and stabilization of site) by	12/15/23

\* If Town Manager does not approve the repairs and schedule, then the owner must resubmit information to secure approval. Owner remains responsible for meeting all deadlines beyond this milestone.

**114 Josephine Street**

**Required Milestones / Schedule**

Owner secures demolition permit for main structure by	9/15/22
Demolition of main structure commences by	2/1/23
Demolition of main structure completed by	3/15/23
Debris and trash removed from property and site stabilized by	3/15/23

**225 Josephine Street**

**Required Milestones / Schedule**

List of repairs to be completed on the structure and a schedule for completion of that work provided to the Town Manager by	9/15/22*
All required permits issued for work on structure by	12/1/22
All work completed (and required inspections passed) on structure and site by	12/15/23

\* If Town Manager does not approve the repairs and schedule, then the owner must resubmit information to secure approval. Owner remains responsible for meeting all deadlines beyond this milestone.

Letters (with approved spot blight abatement plans attached) were sent by certified mail to each property owner on July 21, 2022. The letter for 12 First Street was delivered on July 26, 2022. The letter for 112 Josephine Street was delivered on July 26, 2022. The letter for 114 Josephine Street was delivered on July 23, 2022. The letter for 225 Josephine was delivered on July 22, 2022.

As of the writing of this report, staff has been contacted by the owners of 225 Josephine Street and 12 First Street.

The owner of 225 Josephine Street visited the Town Office on August 10, 2022. He met with the Town Manager. The Town Manager reviewed the required milestones / deadlines contained in the approved plan. The Town Manager highlighted the need for him to meet all deadlines established in the approved plan. The Town Manager agreed to provide the owner with a document that would meet the requirements of the first deadline. The Town Manager drafted a document and provided it to the property owner to review (it was requested that he review the document in detail (the Town Manager encouraged the property owner to seek assistance with this review if he was uncertain of any detail)), and return it signed if he found it acceptable. There has been no more contact from the property owner.

The owner of 12 First Street spoke to the Town Clerk on September 2, 2022 and stated that he would deliver his plan on Tuesday (September 6<sup>th</sup> presumably). The Town Manager emailed the landowner on September 3, 2022 and confirmed that delivery of the plan on Tuesday would be fine. No plan has been received.

The first deadline for all property owners is September 15.

#### Attachments

- July 21, 2022 letter and approved plan - 12 First Street
- July 21, 2022 letter and approved plan - 112 Josephine Street
- July 21, 2022 letter and approved plan - 114 Josephine Street
- July 21, 2022 letter and approved plan - 225 Josephine Street

*Report July 12, 2022*

Update

The Town Council held a public hearing on this matter on June 14, 2022. A record of the public comment received at the public hearing can be found in the draft minutes of the June 14, 2022 (Item 11 of this agenda packet).

*Report – June 14, 2022*

Update

The Town Council set a public hearing on this matter for the June 14, 2022 meeting. After the public hearing is held, it is expected that the Town Council will make determinations in this regard in July.

*Report – May 10, 2022*

Update

The Planning Commission reviewed this matter on April 26, 2022. The Planning Commission made determinations required under §5-5 of the Berryville Code for each property under review. The draft minutes of the April 26, 2022 meeting are attached to this report.

The Town Council is asked to set a public hearing on this matter for the June 14, 2022 meeting.

Attachment:

- Draft minutes of the April 26, 2022 Planning Commission meeting.

Recommended Action(s):

Set a public hearing on this matter for the June 14, 2022 Town Council meeting.

Sample Motion:

I move that the Council of the Town of Berryville set a public hearing on the matter of blight abatement on 12 First Street, 112 Josephine Street, 114 Josephine Street, and 225 Josephine Street for the June 14, 2022 meeting with such hearing to begin at 7:00 p.m. or as soon thereafter as the matter may be heard.

*Report – April 12, 2022*

Update

The Planning Commission held a public hearing on this matter at its March meeting. The Planning Commission determined that all of the properties under review are located in an area listed on the National Register of Historic Places. This determination requires that the Architectural Review Board be consulted in this matter.

The Architectural Review Board reviewed this matter and issued determinations on all four properties under review. The motions adopted by the Architectural Review Board are attached for the Council's review.

It is expected that the Planning Commission will complete their review of this matter at their April 26 meeting. At that time, they would make determinations required by the Berryville Code and forward the matter to the Council.

It is expected that this matter will be on the Town Council's agenda in May. At that time staff will request that the Council set a public hearing on this matter for their June 14<sup>th</sup> meeting.

Attachments

- Approved ARB motion for 12 First Street
- Approved ARB motion for 112 Josephine Street
- Approved ARB motion for 114 Josephine Street
- Approved ARB motion for 225 Josephine Street
- Draft ARB minutes from the April 6, 2022 meeting

Recommended Action(s):

- None

Sample Motion:

- None

*Report – March 8, 2022*

In the fall of 2021, the Town Manager made preliminary determinations of blight on six properties. The Town does not have approved spot blight abatement plans for four of those properties. Those properties are 12 First Street, 112 Josephine Street, 114 Josephine Street, and 225 Josephine Street. Blight abatement efforts that must be taken on these properties will be determined after completion of the process enumerated in Chapter 5 of the Berryville Code. The final determination as to what must be done on these properties, if anything, will be made by the Town Council.

The Architectural Review Board has discussed this matter at its last two meetings.

The Planning Commission has discussed this matter at its last two meetings. At its February meeting the Planning Commission set a public hearing on this matter for its March meeting. In accordance with the requirements of Chapter 5 of the Berryville Code, the Town Manager has submitted spot blight abatement plans for each property to the Planning Commission for their consideration. These plans provide for the demolition of the dwellings on the parcels in question.

The Architectural Review Board expects to discuss this matter in detail at its April 6, 2022 meeting.

It is expected that the Planning Commission will render its determination in this matter on April 26, 2022. The Planning Commission's determinations will be forwarded to the Town Council for its consideration.

Recommended Action(s):

- None

Sample Motion:

- None

*Report – February 8, 2022*

Overview

§5-5 of the Berryville Code provides a process by which spot blight may be abated.

In accordance with §5-5 of the Berryville Code, the Town Manager made a preliminary determination of blight on six properties in October/November 2021. Five of the property owners responded with a blight abatement plan as required by the process. These plans were not acceptable and in early December the Town Manager provided compromise plans to each property owner for their consideration. Two property owners signed a compromise plan.

Monthly Update *January 11, 2022*

On January 25, 2022 the Town Manager briefed the Planning Commission on the process required for review of blight on the four properties for which no abatement plan has been approved. The Planning Commission will discuss this matter at their meeting on February 22, 2022 and is expected to set a public hearing for their March 22, 2022 meeting.

On February 2, 2022 the Town Manager briefed the Architectural Review Board on the process required for review of blight. It is expected that after its public hearing on March 22, 2022, the Planning Commission will determine that some of the properties being reviewed are located within an area listed on the National Register of Historic Places. When such a determination is made the Planning Commission will consult with the Architectural Review Board before it completes its work in this regard.

The Town Manager has prepared a tentative schedule for spot blight abatement plan review. If the schedule is accepted and followed, the Town Council will receive the Planning Commission's findings in these matters in early May 2022. It is expected that the Town Council will hold a public hearing on these matters on June 14, 2022.

Neither the Planning Commission nor the Architectural Review Board had any objections to the proposed review schedule. Both boards are aware that the schedule will be amended if necessary.

If the Town Council does not object, then the review schedule will be provided to the owners of the subject properties and posted on the Town's website.

Attachment:

- Draft Spot Blight Abatement Review Schedule

## Parade Route

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### Background

Last year, after consulting with the Town Council, the Town Manager amended what would be considered the standard parade route to be approved by staff as a part of special event review. This route was used for the 2022 CCHS Homecoming and 2022 BMS Christmas Parades.

While there remain areas where the newly minted plan needs to be fine-tuned, it is staff's assessment that the route worked well and should be used for future events.

### Proposal

The 225 Birthday Celebration Committee determined that a parade would be held as a part of the birthday festivities. The parade organizers have requested approval of a route that differs from the standard parade route.

The proposed route for the 225 Birthday Parade differs from the standard route in the following ways:

- In addition to lineup on Lincoln Avenue, JWMS, and the CCPS Main Office facility, lineup would also occur on Smith Street and the 200 block of Treadwell Street.
- The parade would not stop at the intersection of East Main Street and Chalmers Court. Instead, the route would continue to the intersection of East Main Street and Virginia Avenue. Floats, etc., would disembark along East Main Street east of its intersection with Virginia Avenue.

It is staff's understanding that the additional lineup areas will be necessary because the CCPS Main Office property will be occupied by the CC Farmers' Market until approximately 1:00 p.m., and because of the quantity of units in the parade.

Town staff has questions about the additional lineup areas, but it appears likely that this aspect of the revised plan will be acceptable. Staff has concerns about parade participants disembarking along Main Street.

Town staff requests that the Town Council provide comment on the proposed route and whether this route, if acceptable to the Council, should become the default parade route.

Lastly, Town staff hopes to meet with parade organizers next week to discuss the street closure/detour plan, public notice, and the like.

### Attachments

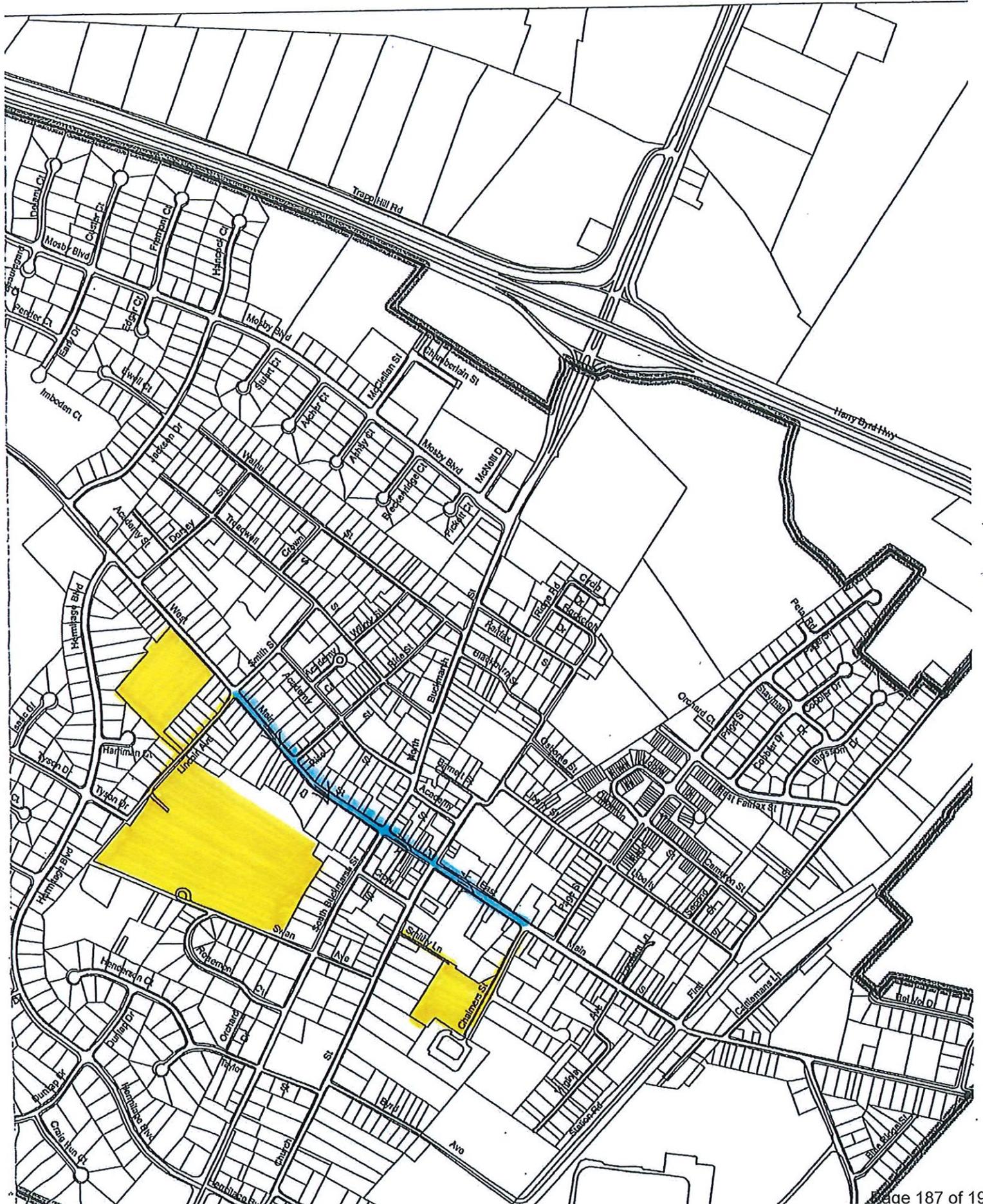
- Map showing current parade route
- Map showing route proposed by 225 Birthday Parade Committee

Recommended Action

Advise staff regarding whether the Council is amenable to the proposed parade route and associated staging areas.

CURRENTLY USED  
Route

PARADE ROUTE  
LINE UP  
DESEMBARK





BERRYVILLE TOWN COUNCIL

MOTION TO SET PUBLIC HEARING FOR MAY 09, 2023 ON  
PROPOSED FY 2024 BUDGET

Date: April 11, 2023

Motion By:

Second By:

I move that the Council of the Town of Berryville set a public hearing for its May 09, 2023 meeting to hear public comment on the proposed FY 2024 budget.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

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Erecka L. Gibson, Vice Mayor

**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, May 9, 2023, to consider the following:

Proposed Fiscal Year 2023-2024 Budget as follows:

<u>Resources and Revenues</u>	APPROVED FY 22-23	REQUESTED FY 23-24
<b>GENERAL FUND</b>		
Fund Balance	\$ 40,000.00	\$ 0.00
Revenue from Local Sources	\$ 3,278,200.00	\$ 3,554,275.00
Revenue from State Sources	\$ 3,212,815.00	\$ 949,172.00
Revenue from Other Sources	\$ 1,000.00	\$ 1,000.00
<b>Total</b>	<b>\$ 6,492,015.00</b>	<b>\$ 4,504,447.00</b>
<b>WATER FUND</b>		
Fund Balance	\$ 200,000.00	\$ 615,000.00
Revenue from Local Sources	\$ 1,076,000.00	\$ 2,506,000.00
Availability Fees	\$ 745,000.00	\$ 30,500.00
<b>Total</b>	<b>\$ 2,021,015.00</b>	<b>\$ 3,151,500.00</b>
<b>SEWER FUND</b>		
Fund Balance	\$ 0.00	\$ 1,095,000.00
Revenue from Local Sources	\$ 1,735,500.00	\$ 1,835,500.00
Availability Fees	\$ 850,000.00	\$ 32,750.00
<b>Total</b>	<b>\$ 2,585,500.00</b>	<b>\$ 2,963,250.00</b>
<b>TOTAL RESOURCES AND REVENUES</b>	<b>\$ 11,098,515.00</b>	<b>\$ 10,619,197.00</b>

Expenses and Reserves

<b>GENERAL FUND</b>		
Maintenance and Operational	\$ 5,880,203.00	\$ 3,814,530.00
Debt Service	\$ 121,500.00	\$ 121,600.00
Capital Reserves and Expenses	\$ 313,905.91	\$ 453,881.10
Contingency	\$ 176,406.09	\$ 114,435.90
<b>Total</b>	<b>\$ 6,492,015.00</b>	<b>\$ 4,504,447.00</b>
<b>WATER FUND</b>		
Maintenance and Operational	\$ 1,211,551.00	\$ 1,283,410.00
Debt Service	\$ 0.00	\$ 0.00
Capital Reserves and Expenses	\$ 773,102.47	\$ 1,829,587.70
Contingency	\$ 36,346.53	\$ 38,502.30

<b>Total</b>	<b>\$</b>	<b>2,021,000.00</b>	<b>\$</b>	<b>3,151,500.00</b>
<b>SEWER FUND</b>				
Maintenance and Operational	\$	1,164,080.00	\$	1,324,925.00
Debt Service	\$	470,000.00	\$	470,000.00
Capital Reserves and Expenses	\$	916,497.60	\$	1,128,577.25
Contingency	\$	34,922.40	\$	39,747.75
<b>Total</b>	<b>\$</b>	<b>2,585,500.00</b>	<b>\$</b>	<b>2,963,250.00</b>
<b>TOTAL EXPENSES AND RESERVES</b>	<b>\$</b>	<b>11,098,515.00</b>	<b>\$</b>	<b>10,619,197.00</b>

Copies of materials may be examined at [www.berryvilleva.gov](http://www.berryvilleva.gov). This information can also be obtained by calling Director of Finance/Treasurer Cindy Poulin at the Town Business Office at (540) 955-1099 and arranging the best means of providing you with the information in question.

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

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