



Berryville Town Council

MEETING AGENDA

Berryville-Clarke County Government Center

101 Chalmers Court, Second Floor

Main Meeting Room

Regular Session

December 12, 2023

7:00 PM

Item

Page

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**1. Call to Order**

**2. Pledge of Allegiance**

**3. Approval of Agenda**

**4. Presentations/Awards and Recognitions**

**5. Public Hearings**

The Berryville Planning Commission recommends approval of the rezoning of land transferred from the Clarke County Public Schools to the Town of Berryville (4,565 square feet from DR-4 Detached Residential to ITL Institutional) and land transferred from the Town of Berryville to the Clarke County Public Schools (12,572 square feet from ITL Institutional to DR-4 Detached Residential) in order to accommodate boundary line adjustments between the properties identified as Tax Map Parcel numbers 14-A-5, 14-A-6, 14-A-7, and 14-A-7A. RZ 02-23

**6. Discussion of Public Hearing Items**

**7. Citizens' Forum**

**8. Consent Agenda**

Approval of Minutes

**9. Unfinished Business**

Invitation for Bids: Tree and Brush Removal Services

**10. New Business**

**11. Council Member Reports**

Mayor

Vice Mayor

Ward 1

Ward 2

Ward 3

Ward 4

**12. Staff Reports**

Public Works

Public Utilities

Police Department

Community Development

Departmental Update

Construction Update

Administration and Finance

Update: American Rescue Plan Act of 2021

Deputy Town Manager

Town Manager

Town Manager's Report

Spot Blight Abatement

**13. Committee Updates**

Budget and Finance

Community Development

Personnel, Appointments, and Policy

Public Safety

Streets and Utilities

**14. Closed Session**

**15. Adjourn**

## Town Council Agenda Item Report Summary

December 12, 2023

### Item Title

Public Hearing – Rezoning - Tax Map Parcels 14-A-6, 14-A-5, and 14A-7-A

### Prepared By

Christy Dunkle

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### Background/History/General Information

Mosby Boulevard was completed from its temporary terminus to West Main Street with the development of the Clarke County High School. An easement was granted from the Clarke County Public Schools for the street and associated improvements which resulted in school property being located on the west side of Mosby Boulevard.

The proposed actions to rectify the situation are identified in Keith Dalton’s report dated June 13, 2023 (included in this packet) are as follows:

- Several boundary line adjustments which will be reviewed and approved by the Berryville Area Development Authority because of the location within Annexation Area B.
- Rezoning will be reviewed by the Planning Commission and approved by Town Council.
- Utility easements will be modified or established within this area.

Specific details and maps are included in Mr. Dalton’s June 13<sup>th</sup> report.

### Findings/Current Activity

Public hearing notices were published in the Winchester Star on Tuesday, November 28 and Tuesday, December 5, 2023. Adjacent property owners were notified via first class mail on Monday, November 27, 2023. No comments were received in the Planning Office.

The Planning Commission held a public hearing on the matter at their October 24, 2023 meeting and recommended approval of the request as presented.

Clarke County Public Schools conditionally approved the request at their August 28, 2023 meeting.

### Schedule/Deadlines

N/A

## Other Considerations

N/A

## Recommendation

Approve the request as presented and forward the Boundary Line Adjustment request to the Berryville Area Development Authority for approval.

## Sample Motion

I move that the Council of the Town of Berryville approve the rezoning of 4,565 square feet of land that is to be transferred from the Clarke County School Board's property (Tax Map Parcel 14-((A))-7) to the Town of Berryville's property (Tax Map Parcel 14-((A))-6) from Detached Residential-4 (DR-4) to Institutional (ITL), and the rezoning of 12,572 square feet of land that is to be transferred from the Town of Berryville's property (Tax Map Parcel 14-((A))-6) to the Clarke County School Board's property (Tax Map Parcel 14-((A))-7) from Institutional (ITL) to Detached Residential-4 (DR-4), contingent upon the following:

- a. approval of the proposed boundary line adjustments by the Clarke County School Board, Berryville Town Council, and Paul R. Howell and the Berryville Area Development Authority and
- b. the recordation of the boundary line adjustment and associated deeds completing this boundary line adjustments and transfer of property ownership in the land records of the Circuit Court of Clarke County.

## Attachments:

- Public hearing notice published in the Winchester Star on Tuesday, November 28 and Tuesday, December 5, 2023
- Staff report and attachments by Mr. Dalton dated June 13, 2023.

## **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, December 12, 2023, in the Main Meeting Room, Second Floor, of the Berryville/Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the following:

The Berryville Planning Commission recommends approval of the rezoning of land transferred from the Clarke County Public Schools to the Town of Berryville (4,565 square feet from DR-4 Detached Residential to ITL Institutional) and land transferred from the Town of Berryville to the Clarke County Public Schools (12,572 square feet from ITL Institutional to DR-4 Detached Residential) in order to accommodate boundary line adjustments between the properties identified as Tax Map Parcel numbers 14-A-5, 14-A-6, 14-A-7, and 14-A-7A. RZ 02-23

Copies of the applications, amendments, and maps may be examined at the Town Business Office, Berryville/Clarke County Government Center (101 Chalmers Court), First Floor, Berryville, Virginia during regular business hours. Additional information may be obtained by calling Community Development Director Christy Dunkle at 540 955-4081. Any person desiring to be heard on this matter should appear at the appointed time and place.

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

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

June 13, 2023  
Discussion

Boundary Line Adjustments Between Clarke County Public Schools, Paul Howell, and  
the Town of Berryville

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History

As a part of the site development and construction of the Clarke County High School at 627 Mosby Blvd., Mosby Blvd. (Mosby) from its temporary terminus near the eastern-most entrance to the CCHS site to its intersection with West Main Street was planned and constructed. Instead of dedicating a right-of-way for this final section of Mosby, Clarke County Public Schools (CCPS) chose to grant an easement for the street and associated improvements. This approach was employed to prevent the property north of Mosby from being subdivided from the rest of the school site.

Construction of the final section of Mosby stranded CCPS property along the west side of the street easement. As soon as this condition was discovered, efforts to remedy this matter began. Unfortunately, these efforts stalled and no action has been taken in this regard over the past eleven years.

Proposal

The Town of Berryville (TOB) and Paul Howell (Howell) propose that the CCPS agree to several boundary line adjustments to fine-tune property boundaries, facilitate orderly development, and provide for proper maintenance of properties in the area. The proposed boundary line adjustments have been configured in a manner that ensures that the CCPS is made whole once the adjustments have been approved and recorded.

The attached maps provide a graphical representation of the proposal.

Proposal Specifics

8,007 square feet of CCPS property situated along the west side of Mosby, along with 11,249 square feet of property owned by TOB, would be transferred to Howell.

4,565 square feet of CCPS property situated along the west side of Mosby would be transferred to TOB.

12,572 square feet of TOB property along TOB's common boundary with CCPS property would be transferred to CCPS.

These adjustments would:

- provide Howell with frontage along the west side of Mosby,
- provide TOB with additional frontage along the west side of Mosby north of its entrance (this will facilitate maintenance of sight distance),

- provide TOB with additional property south of its current boundary with Howell, and
- provide CCPS with an even trade for land transferred to Howell and TOB.

Summary of transfers with amounts

In to Howell

In 11,249 square feet from TOB  
 In 8,007 square feet from CCPS  
 Total In = 19,256 square feet

Out from Howell

Out 18,543 square feet to TOB  
 Total out = 18,743 square feet

**Howell:** + 713 square feet

In to TOB

In 4,565 square feet from CCPS  
 In 18,543 square feet from Howell  
 Total In = 23,108 square feet

Out from TOB

Out 11,249 square feet to Howell  
 Out 12,572 square feet to CCPS  
 Total out = 23,821 square feet

**TOB:** - 713 square feet

In to CCPS

In 12,572 square feet from TOB  
 Total In 12,572 square feet

Out from CCPS

Out 8,007 square feet to Howell  
 Out 4,565 square feet to TOB  
 Total Out = 12,572

**CCPS:** 0+/-

It is important to note that Howell may dedicate some frontage along West Main Street to ensure that existing street-related improvements are on the street right-of-way and accommodate extension of the sidewalk/path along the north side of West Main Street.

Other Considerations

Zoning/Jurisdictional Boundaries

The attached maps show the current zoning for each area property to be transferred and the new zoning that would need to be applied during this process (if applicable).

The maps also show the jurisdiction in which the area of property to be transferred is located.

Boundary line adjustments will be administered by the Town's Community Development Department and reviewed/approved by the Berryville Area Development Authority (BADA).

The Berryville Planning Commission and Town Council will review/approve the rezoning of land transferred from the CCPS to the TOB (4,565 square feet from DR-4 to ITL) and the land transferred from TOB to the CCPS (12,572 square feet from ITL to DR-4).

#### Easements

Several utility easements will have to be established during this work.

Clarke County owns a water main that is located in the strip of land that TOB would transfer to Howell. An easement will be established for this main.

At least two service lines from the County main traverse the Howell property. If easements have not been established for these laterals, then they will need to be established during this project.

#### Cost to Implement Proposal

The cost of implementing the proposed boundary line adjustments and associated rezonings will be borne by Paul Howell and the Town of Berryville.

Howell will provide all necessary boundary line adjustment and easement plats and TOB will cover the cost of deeds, proposal review, and deed recordation.

#### Process/Tentative Schedule

**June 13, 2023**

Formally introduce proposal to the Berryville Town Council.

Purpose:

- 1) Provide the Town Council with details of proposal.
- 2) Determine if there are concerns/questions and address same.

Actions:

None

**June 19, 2023**

Formally introduce proposal to the Clarke County School Board.

Purpose:

- 1) Provide the School Board with details of proposal.
- 2) Determine if there are concerns/questions and address same.

**Actions:**

Authorize a public hearing on boundary line adjustments for August 28, 2023.

{Note: Plats and deeds will be provided to staff by July 12, 2023}

**August 28, 2023**

School Board conducts public hearing on proposed boundary line adjustments.

**Purpose:**

- 1) Receive public comment on proposal.
- 2) Make determinations on the proposal.

**Actions:**

- 1) Conduct a public hearing and discuss the proposal.
- 2) Approve the proposed boundary line adjustments, contingent upon the following:
  - a. approval of the boundary line adjustments by the Berryville Town Council and Paul Howell, and
  - b. approval of rezonings as represented in the proposal.

**September 26, 2023**

Formally introduce this matter to the Berryville Planning Commission.

**Purpose:**

- 1) Provide Planning Commission with details of proposal.
- 2) Determine if there are concerns/questions and address same.

**Actions:**

Set joint public hearing with the Berryville Area Development Authority for October 24, 2023.

**September 27, 2023**

Formally introduce this matter to the Berryville Development Authority.

**Purpose:**

- 1) Provide Authority with details of proposal.
- 2) Determine if there are concerns/questions and address same.

**Actions:**

Set joint public hearing with the Berryville Planning Commission for October 24, 2023.

**October 24, 2023**

Berryville Planning Commission and Berryville Area Development Authority conduct a public hearing on the proposed boundary line adjustments and rezonings.

**Purpose:**

- 1) Receive public comment on proposal.
- 2) Make determinations on the proposal.

Actions:

- 1) Conduct a public hearing and discuss proposal.
- 2) Approve the proposed boundary line adjustments, contingent upon the approval of rezonings as represented in the proposal.
- 3) Recommend approval of the proposed rezonings.

**November 14, 2023**

Proposed boundary line adjustments and rezonings placed before the Berryville Town Council,

Purpose:

- 1) Provide Council with details of proposal.
- 2) Determine if there are concerns/questions and address same.

Actions:

Set a public hearing for December 12, 2023.

**December 12, 2023**

Town Council makes determinations on proposed rezonings.

Purpose:

- 1) Receive public comment on proposal.
- 2) Make determinations on the proposal.

Actions:

Approve proposed boundary line adjustments and rezonings.

**December 13-22, 2023**

All documents are signed by CCPS, TOB, CC, and Howell.

Purpose:

Finalize boundary line adjustment plats and deeds.

Actions:

Secure all required signatures on boundary line adjustments and deeds.

**December 28, 2023**

All documents recorded in the land records of Clarke County.

Purpose:

Complete the transfer of property through boundary line adjustments.

**Actions:**

Finalize process by recording executed boundary line adjustment plats and deeds in the land records of the Clerk of the Circuit Court of Clarke County.

{Note: Between September 1, 2023 and December 1, 2023 Clarke County will review/approve utility easements across Howell and TOB.}

**Attachment**

- Three-part map on which proposed boundary line adjustments are represented
  - o TOB to Howell – BLUE
  - o CCPS to Howell – PINK
  - o Howell to TOB – GREEN
  - o CCPS to TOB – ORANGE
  - o TOB to CCPS – YELLOW

Sheet 1

Howell to TOB  
18.543  
IN County Zoning ITR

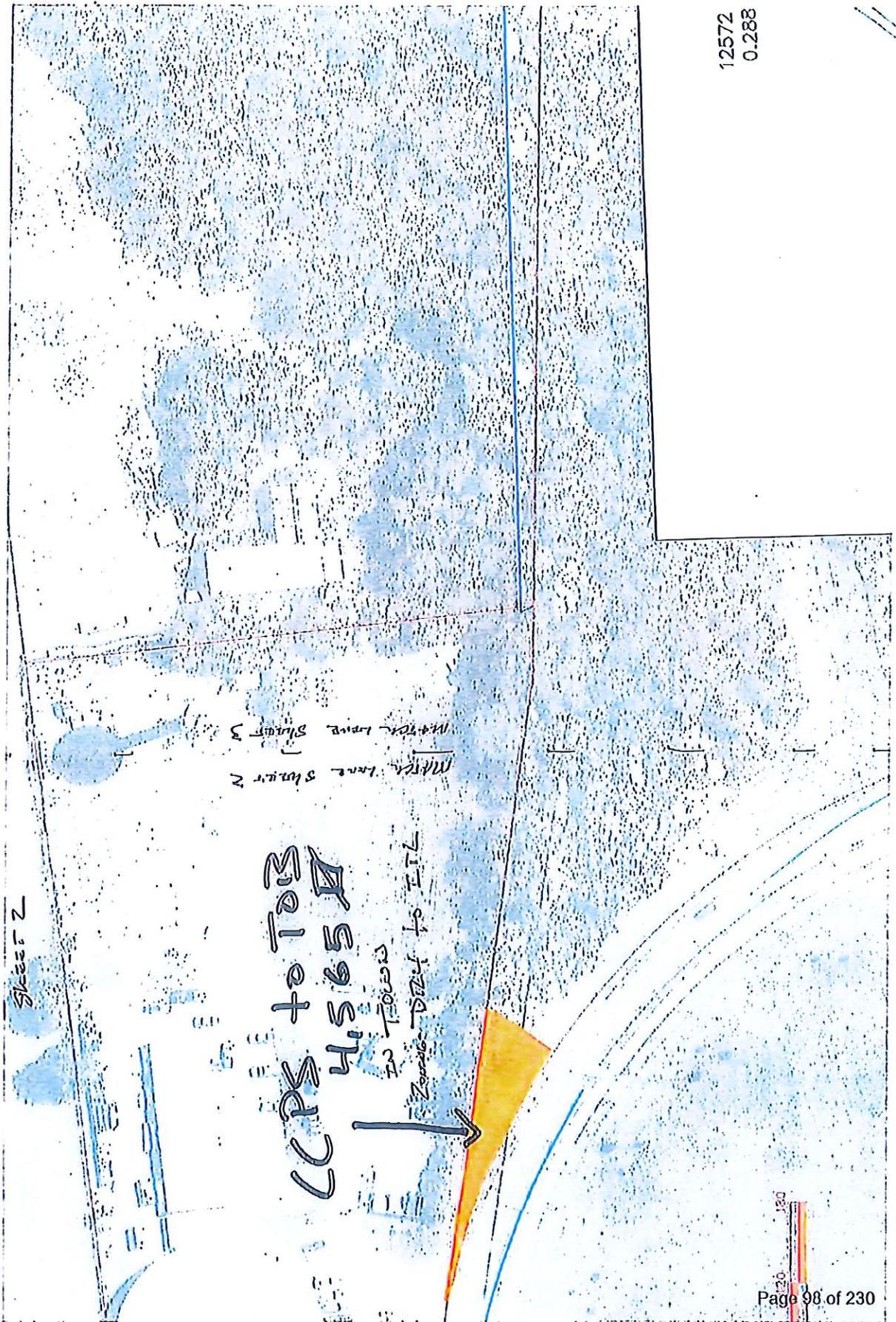


TOB to Howell  
11.244  
IN County Zoning ITR



CCPS to Howell  
8.007  
IN County Zoning ITR

200510 5123



12572  
0.288

Sheet 3

TOB to CCPS  
121572



12572 Sq. Feet  
0.2886 Acres

## **Berryville Town Council Item Report Summary December 12, 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 one set of minutes to be considered for approval:

11.14.23 Town Council regular meeting

**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  
November 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; Christy Dunkle, Community Development Director; 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**

Mr. Steinmetz moved to approve the agenda. The motion passed by unanimous voice vote.

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

None.

**5. Public Hearings**

None.

**6. Discussion of Public Hearing Items**

None.

**7. Citizens' Forum**

Mary Ivie told the Council she opposed the rezoning of the Friant property to allow a greatly increased number of houses. She said she was against urban sprawl and that she did not wish to repeat her experience of that phenomenon in Prince William County.

## **8. Consent Agenda**

The consent agenda comprised the minutes of the October 12 Town Council regular meeting, the October 23 meetings of the Personnel and Budget and Finance Committees, the October 24 meetings of the Streets and Utilities and Community Development Committees, and the October 26 meeting of the Public Safety Committee.

**Ms. Harrison 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 Arnold said he had received several inquiries about the Town's water supply declaration of September 2, in which residents had been asked to conserve water because of drought conditions. He said the Department of Environmental Quality recommended continued conservation in the absence of significant rain, and that Mr. Dalton was in contact with DEQ.

The mayor said he and Ms. Petti had represented the Town at the recent Employer Expo in Winchester and at the Clarke County High School job fair. Ms. Petti said both events had generated interest in Town employment.

Mr. Steinmetz of Ward 1 said the intersection of Page and Fairfax Streets needs improved lighting and that he was working with Mr. Dalton to determine the cost of a new street light there.

Mr. Mazzarino of Ward 3 said residents had expressed concerns about a sizable dip in the pavement at the corner of Alexander Drive and Hermitage Boulevard and that he was sympathetic to their concerns. Ms. Harrison concurred. Mr. Dalton said the depth of the concavity was the result of the Town's effort to allow trapped water to move adequately. He said he would research possible solutions, and Mr. Mazzarino indicated a desire to avoid a large expense.

Mr. Tibbens of Ward 4 said he had received a complaint about farm equipment on Mosby and that the police had addressed the matter. He also noted the completion of sidewalk work in Ward 1.

The other members had nothing to add.

## 12. Staff Reports

Nothing was added to the written reports for Public Works, Utilities, Police, Administration and Finance, or Deputy Town Manager.

### Community Development

Ms. Dunkle referred the Council to her written report on the need for public improvement bond reduction in Hermitage Phase V.

**Mr. Tibbens moved that the Council of the Town of Berryville reduce the amount retained for the Hermitage Phase V public improvement bond to \$568,732.29. The motion passed by unanimous voice vote.**

Ms. Dunkle said a public hearing would be necessary for rezoning of properties exchanged between the Town and Clarke County Public Schools. Mr. Tibbens asked about Mr. Dalton's participation in the school board meeting at which the matter was discussed, and Mr. Dalton said everything had proceeded smoothly, with unanimous approval by the school board. Ms. Dunkle said the Planning Commission had received no comments on the matter.

**I move that the Council of the Town of Berryville set a public hearing for the December 12, 2023 meeting in order to receive public comment on the rezoning of portions of three properties identified as Tax Map Parcels 14-A-6, 14-A-5, and 14A-7-A. The motion passed by unanimous voice vote.**

### Town Manager

Mr. Dalton referred the Council to the **attached** invitation for bids for tree and brush takedown and removal.

**Vice Mayor Gibson moved that the Council of the Town of Berryville authorize the Town Manager to issue IFB #2023-03 Tree/Brush Removal and Tree/Brush Takedown Services and further moved that the Town Manager be authorized to make necessary amendments and/or provide bidders with addenda to the IFB. The motion passed by unanimous voice vote.**

Mr. Dalton advised the Council that the Town would require bond counsel in the process of securing funding for the upgrade of the water treatment plant and that BotkinRose in Harrisonburg had served the Town ably in a similar capacity before. Mayor Arnold concurred.

**Mr. Mazzarino moved that the Council of the Town of Berryville authorize the Town Manager to secure the services of Botkin Rose PLC to serve as bond counsel for the water treatment plant upgrade project and further moved that the Town Manager be authorized to execute any**

**documents in this regard, including an engagement letter. The motion passed by unanimous voice vote.**

### **13. Committee Updates**

Vice Mayor Gibson said the Budget and Finance Committee had met in October to discuss the budget calendar, bank accounts, and budget reporting.

Mr. Tibbens said the Community Development Committee had met in October and had discussed vacant commercial properties downtown and rules changes for the park.

Mayor Arnold said the Personnel Committee had interviewed a candidate for appointment to the Planning Commission and intended to interview another, and that a Tree Board reappointment was needed.

**Vice Mayor Gibson moved that the Council of the Town of Berryville reappoint Kelly Wood-Bronstater to the Berryville Tree Board to a term expiring on December 31, 2027. The motion passed by unanimous voice vote.**

Mr. Mazzarino said the Public Safety Committee had met in October to discuss the code revisions in the agenda packet: Chapter 6 to correct and clarify verbiage associated with the fire company and its officers, Chapter 2 for the Line of Duty Act and benefits for families of law enforcement and first-responders killed in the line of duty, and Chapter 13 for regulation of inoperable vehicles.

**Mr. Mazzarino moved that the Council of the Town of Berryville adopt the attached ordinance amending Chapter 6 of the Town Code. The motion passed by unanimous voice vote.**

**Mr. Mazzarino moved that the Council of the Town of Berryville adopt the attached ordinance amending Chapter 2 of the Town Code. The motion passed by unanimous voice vote.**

**Mr. Mazzarino moved that the Council of the Town of Berryville adopt the attached ordinance amending Chapter 13 of the Town Code. The motion passed by unanimous voice vote.**

Mr. Dalton and Chief White said Section 10-79 could be addressed in December.

Ms. Harrison said the Streets and Utilities Committee had met in October 24 and had discussed signs prohibiting truck traffic on South Church Street. She said a VDOT truck route sign on Highway 340 would be optimal and that a sign on Josephine advising trucks against a right turn would be helpful. She said the matter was now with VDOT for refinement of language.

Council and staff agreed that the Personnel Committee would meet on December 18 at 2:00 p.m. and that the Streets and Utilities Committee would meet on December 19 at 3:00 p.m.

**14. Other**

No other business was discussed.

**15. Closed Session**

Not applicable.

**16. Adjourn**

The Council adjourned at 7:29 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, November 14, 2023

7:00 p.m.

**Name:**

Town of Berryville Resident?

~~MARY WIE~~

Yes  No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

**Invitation for Bids  
Town of Berryville  
Tree/Brush Removal and Tree/Brush Takedown Services  
IFB #2023-03**

**Issue Date:**  
November 15, 2023

**Title:**  
Tree/Brush Removal, and Tree/Brush Takedown Services IFB #2023-03

**Purpose and Intent:**  
The Town of Berryville, Virginia herein referred to as "Town", is soliciting bids from qualified firms to perform tree and brush removal and tree and brush takedown services in accordance with the performance specifications herein. The Town wishes to establish a firm fixed-price contract with a qualified contractor to perform tree and brush removal and tree and brush takedown service in work areas at various locations as listed on Bid Proposal Form Scope of Work of this IFB.

**Location of Work Sites:**  
Work will be completed at several sites in Clarke County, VA. The attached exhibits provide the locations of those sites.

**Period of Contract:**  
Contract period shall begin when the contract is awarded and end with the completion of the project and final payment. However, Town reserves the right to utilize the services of the Contractor within two years of contract award, provided that the Town and Contractor agree to pricing for work to be performed beyond the scope of this offering.

All tree and brush felling operations must be completed between November 15, 2023 and March 31, 2024. All associated material removal operations, brush clearing, chipping, and work area restoration (as required by the Town or VDOT) shall be completed by May 31, 2024.

**Pre-bid Conference:**  
A pre-bid conference will be held at 1:00 p.m. (ET) on November 30, 2023, in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611.

If special ADA accommodations are needed, then please contact Paul Culp at [townclerk@berryvilleva.gov](mailto:townclerk@berryvilleva.gov) no later than November 27, 2023.

After the pre-bid conference has been completed, potential bidders may visit the Berryville Water Treatment Plant (Work Areas 1, 2, & 3) and the Berryville Public Works facility (Work Area 4) to examine the work areas. Parking is available at both facilities.

**Questions Regarding this Invitation to Bid / Posting of Addenda:**  
Any and all questions regarding this invitation for bid shall be submitted in writing to [townclerk@berryvilleva.gov](mailto:townclerk@berryvilleva.gov) by 1:00 p.m. ET on December 6, 2023. The Town will determine whether any addendum should be issued as a result of any questions or other matters raised. Said

addendum, if issued, will be posted on the Town's website and the state procurement website by 5:00 p.m. ET on December 12, 2023. Because the Town does not exercise control over the state procurement Website, it hereby informs Bidders that they are expected to check the Town's website for IFB addenda and/or related announcements.

Town website:  
berryvilleva.gov/2023/Bid-Procurement-Opportunities

State procurement website (eVA):  
eva.virginia.gov

Oral answers to questions relative to interpretation of IFB specifications or the proposal process will not be binding on the Town.

Additional addenda, if needed, will be posted on the same sites referenced above.

**Bid Submission:**

**Bids will be received by the Town until 1:00 p.m. ET on December 18, 2023 (Bid Deadline).**

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 ensure 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.

**Sealed bids may be either mailed (includes delivery by a shipping company) or hand-delivered to:**

**Town of Berryville  
Business Office  
Attention: Cindy Poulin, Treasurer  
101 Chalmers Court  
Berryville, VA 22611**

The entire completed bid document (see attached Bidder's Checklist), including the signed cover section (pages 1-3), signed pricing schedule (each page must be completed (including total on last page) and signed), any/all addenda (acknowledged by Bidder), and any/all required attachments, must be received in the Town Business Office at 101 Chalmers Court, Berryville, VA no later than Bid Deadline.

Bids shall be made on the proposal cover section and the pricing schedule with all items completed.

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

Bid acceptance period: Any bid made in response to this solicitation shall be valid for 75 days. At the end of the 75 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.

**The following should be clearly marked on both sides of the envelope in which the Bidder's bid is contained:**

- "Town of Berryville Tree/Brush Removal and Tree/Brush Takedown Services Bid"
- "Town of Berryville IFB 2023-03"
- "Do not open, sealed bid enclosed"
- Name of bidder and bidder address

No responsibility will be attached to any Town personnel for the premature opening of a bid not properly addressed and identified on the outside of a sealed envelope.

**Responsibility for Receipt of Bids:**

It is the Bidder's responsibility to ensure that their bid is received prior to or at the specific time and place designated in the solicitation.

**Cost of Bid Preparation:**

The Bidder is solely responsible for the cost of bid preparation.

**Rejection of Late Bids:**

Bids received after the date and time specified for receipt will be marked late and will not be considered.

**Public Bid Opening:**

Bids will be opened at approximately 1:05 p.m. on December 18, 2023 in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611.

**Rejection of Bid Qualified by Bidder:**

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.

**Expected Date for Issuance of a Notice of Award and Notice to Proceed**

The Town intends to issue a Notice of Intent to Award on or about December 21, 2024.

The Town intends to issue a Notice of Award no later than January 10, 2024.

The Town intends to enter into a contract with the Successful Bidder on or before January 19, 2024.

The Town intends to issue a Notice to Proceed on or before January 26, 2024.

The dates enumerated above represent the Town's intent in this offering, but do not constitute a definite schedule.

**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: (     ) _____

**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.

**Scope of Work Summary (See Bid Proposal Scope of Work for detailed scope);**

The Town is soliciting bids from qualified firms to perform tree and brush removal and tree and brush takedown services, in accordance with the performance specifications herein. The Town wishes to establish a firm fixed-price contract with a qualified contractor available to perform tree and brush removal and tree and brush takedown service in work areas at various locations as listed on Bid Proposal Form Scope of Work of this IFB.

The Town requests lump-sum pricing for Tree/Brush Removal services within each of the four work areas based on contractor's DBH unit pricing and their evaluation of the respective work areas. The Town also requests lump-sum pricing for Tree/Brush Takedown services at two of the sites. It is the intent of the Town to choose one option, either Tree/Brush Removal or Tree/Brush Takedown, on these two sites.

Detailed work area exhibits are attached to this IFB. The area within which trees will be removed in Work Areas 1 and 3 will be flagged prior to the Pre-bid Conference. Bidders will depend solely on the attached exhibit for Work Area 2 to develop their bid and complete work if they are the successful bidder. Bidders will depend solely on the attached exhibit for Work Area 4 and two marked property corners to develop their bid and complete work if they are the successful bidder. The Work Area markings described above will be in place for the Pre-bid Conference, but the Town does not guarantee the markings will remain in place beyond that date. The successful bidder will be responsible for marking Work Areas as needed to ensure that work only occurs within the designated area. Upon request, Town's engineer will provide CAD files for the exhibits for Work Areas 1, 2, & 3.

Contractor's DBH unit pricing will be used to price work not identified in this IFB that may be added as the project proceeds.

The award of this solicitation does not guarantee or infer that work in all of the above-referenced work areas will be completed by Contractor. Only work at the direction of the Town, in writing, shall be completed. The Town reserves the right to remove work areas or portions of work areas from the scope of work. The Town reserves the right to request additional work, for which unit pricing shall apply.

**Work Hours:**

Permissible work hours in Work Area 1 will be set by VDOT as a part of its permitting process.

Work in Work Areas 2, 3, and 4 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 Saturdays, Sundays, or holidays unless approved in advance by the Town.

**Contractor Responsibilities:**

Contractor shall obtain and pay for all applicable permits prior to beginning any work. Contractor is responsible for obtaining all required permits and conforming to all permit requirements.

The Contractor shall obtain a Town and/or County business license as required.

Contractor shall notify Miss-Utility (811) 3 business-days prior to excavation or clearing activities. Contractor must provide a copy of the ticket to the Director and designated VDOT representative (when working on VDOT right-of-way). Site conditions may dictate the need for marking of any Town-owned utilities. It is the responsibility of the Contractor to notify the Director, ahead of any work performed, that this coordination and locating service is necessary.

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

The Contractor shall not act on requests or take direction from anyone except the Director or the Town Manager or designated VDOT representative (when working on VDOT right-of-way.)

Contractor's work shall be performed in accordance with the current versions of the ANSI A300 Pruning Standard, ANSI Z133.1 Safety Standard, and Best Practices - Tree Pruning (companion publication to the ANSI A300 Pruning Standard), Virginia Tree Policy and Seavey Operations 16VAC25-73-10, 16VAC25-75-10 and the current version of the Road and Bridge Specifications, when applicable. Further, all work performed on the VDOT right-of-way or on VDOT property must conform to the VDOT Tree Removal Permit Requirements. A copy of the aforesaid requirements is attached to IFB, but contractor is responsible for ensuring that they are aware of and conform to the current version of VDOT requirements.

Contractor will make all reasonable effort to avoid damaging neighboring trees during the removal of a subject tree. If a neighboring tree is damaged, then it shall be repaired at no additional cost to the Town. Such repairs shall be made in accordance with the current editions of ANSI A300-Pruning and ISA's Best Management Practices - Tree Pruning.

Contractor will remove all debris generated during Tree and Brush Removal operations from work areas at intervals agreed upon by the Town (or VDOT in Work Area 1). Such debris shall be transported and disposed of in a manner that conforms to law. The cost of debris removal from Tree and Brush Removal operations shall be the sole responsibility of the Contractor. If the Town elects to have the Contractor provide Tree and Brush Takedown services in a Work Area, then debris shall be managed in accordance with Tree Takedown measures defined in this offering.

Contractor shall conform all work and operations to the most current version of the Road and Bridge specifications and other applicable regulations and specifications when working with VDOT right-of-way or on VDOT property. Contractor shall secure all required permits and approvals from VDOT before commencing work on the VDOT right-of-way or on VDOT property. Contractor is responsible for adherence to all VDOT regulations and requirements.

Contractor shall follow all regulations, standards, and procedures in accordance with the Administrative Regulation Manual Part III, Occupational Safety and Health Standards 1910.266, 16VAC25-60-120, and 16VAC25-60-130 of the Virginia Department of Labor and Industry and the OSHA Standards for General Industry Part 191.67 (2) (viii).

Contractor shall provide traffic control measures in accordance with VDOT's minimum requirements. All traffic controls shall conform to the latest edition of the Manual on Uniform Traffic Control Device Standards (MUTCD), latest edition of Virginia Work Area Protection Manual (VWAPM), and VDOT IIM-TE-386.1. The Contractor shall provide, transport, erect and maintain and dismantle adequate traffic control work zone signs and or temporary barriers to delineate work areas when required and the price quoted shall include these costs.

The Contractor shall ensure that any member of the crew to be utilized as a flagger shall be certified in the VDOT Flagging Certification Program or the American Traffic Safety Services Association (ATSSA) Flagger Certification Program and maintain a valid certification throughout the contract period. The VDOT or ATSSA flagging certification card must be in their possession at all times. Flaggers found not in possession of a Certification card or performing their duties improperly shall not be allowed to perform work and the operation will be shut down. VDOT will inspect on a regular basis to ensure that flaggers have their Certification cards. Additionally, any crewmember that is used as a flagger shall be able to communicate to the traveling public in English while performing their job duty as a flagger at the flagger station as required in Section 6E.01 of the Virginia Work Area Protection Manual. The cost for flaggers shall be included in the unit rates for DBH removal/takedown.

Contractor shall remove all debris generated in the performance of this contract from the right-of-way each day. Such debris shall be disposed of in accordance with the provisions of this contract and

applicable law. Disposal costs shall be included in the Tree Removal bid prices. Debris shall be kept off the traveled portions and shoulders of the roadway, as work progresses.

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. All costs associated with the work and meeting the requirements of permits, shall be included in the DBH quote provided in IFB response.

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 their 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.

Contractor's supervisor shall be responsible for assigning and coordinating work, notifying the Director and VDOT (applies to work completed on VDOT right-of-way) of crew locations on a daily basis, submitting daily/weekly report to the Town, and addressing general contract performance problems. Contractor's supervisor shall meet with the Town and VDOT (applies to work completed on VDOT right-of-way) representatives on site as needed. All costs incurred for Contractor's supervisor to review work with the Town and VDOT shall be the sole responsibility of the Contractor.

Contractor shall assign an individual to be the contact person for this project. This person must have direct knowledge of the project. The contact person's cellular phone number shall be provided to the Town and VDOT representative for this project. This contact person shall be responsive to calls from the Town and VDOT.

The Contractor shall provide adequate protection for all structures at the site. Any damage to facilities, either privately or publicly owned, 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 waste to a Contractor-provided dumpsite in a manner consistent with applicable law.

The Contractor shall provide any water needed for operation and the means to transport and distribute said water to meet their needs.

Contractor may not store vehicles, equipment, or materials on Town property without prior written agreement from the Town.

Contractor's supervisor and at least one (1) crewmember on each crew shall be capable of communicating (both orally and in writing) and comprehending the English language.

Contractor's employees and subcontractor employees shall be dressed appropriately for the work. Said employees shall at all times communicate with the public, landowners, Town employees, VDOT employees, and others with whom they come into contact while engaged in this project, in a courteous and respectful manner.

The Contractor shall, after the completion of the project, repair and restore all property damaged by the Contractor's actions. 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. The Town and VDOT will inspect the work areas and confirm that restoration work has been completed. Retainage will not be released until all work has been Satisfactorily Completed and all equipment has been removed.

**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.

**Insurance:**

Contractor shall provide evidence of required insurance coverage before a contract is executed.

Insurance coverage required in this matter is set forth the Town's General Terms and Conditions. Because of the nature of this work, the coverage for this project must conform to the *Major construction (more than \$100,000) or contracts for work deemed hazardous.*

All insurance must remain valid throughout Period of Contract.

**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 Evaluation and Award Procedure:**

Award will be made to the lowest responsive and responsible Bidder, based on Grand Total of Scope of Work for Tree and Brush Removal in the four Work Areas. 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. This includes being qualified and permitted to perform work within the VDOT right-of-way or on VDOT property.

Each Bidder must satisfy the Director as to the suitability and adequacy of their equipment and as to their practical ability to perform the work set forth in these Contract Documents within the specified time. VDOT officials may require the same review.

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 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.

**Definitions:**

The following definitions shall be used for specific terms used in this solicitation:

*Bidder* - Firm submitting a bid in response to this IFB.

*Brush* - All woody vegetation equal to or less than six (6) inches DBH.

*Contractor* - Bidder awarded the contract for this offering.

*Diameter Breast Height (DBH)* - The diameter of trunk of a tree measured at 4.5 feet above mean ground level at the base of the trunk or trunks. In instances where there is a dispute between the Town and Contractor concerning a measurement because of a tree's excessive lean, location on a slope, or having multiple leaders, the method of measurement used shall be in accordance with the most recent version of the International Society of Arboriculture (ISA) Guide for Plant Appraisal.

*Director* - Berryville Director of Public Works or designee

*Felling* - Cutting standing tree or brush and having it fall to the ground.

*Satisfactorily Completed* - All work has been completed by Contractor in accordance with the specifications Contract Documents. This includes inspection by the Town and VDOT (applies to work completed in VDOT right-of-way or VDOT property), and any rework as required by Town and VDOT (applies to work completed in VDOT right-of-way or VDOT property).

*Town* - Town of Berryville, Virginia

*Tree* - All woody vegetation greater than six (6) inches DBH.

*Tree and brush removal* - Total removal of the tree and brush to include the disposal of all debris generated during removal operations. Stumps shall not be more than three (3) inches in height and shall be cut following the contour of the existing grade.

*Tree and brush takedown* - Removal of the tree and brush with debris generated to remain on site cut into lengths of no more than six (6) feet and piled no higher than three (3) feet. Stumps shall not be more than three (3) inches in height and shall be cut following the contour of the existing grade. All tree limbs not cut and stacked and all brush shall be chipped and the chips dispersed on site.

*Unplanned work* - Work identified after the award of this contract.

*VDOT* - Virginia Department of Transportation

**Pricing Schedule:**

Bidders must complete the attached six-page pricing schedule. Failure to complete all parts of the schedule may result in rejection of bid. Each of the pages must be signed by Bidder.

Total amounts are to be indicated on the bid form, based on quantities and the unit prices bid. The last page provides a place for Bidders to provide the "GRAND TOTAL TREE AND BRUSH REMOVAL SERVICES FOR WORK AREAS 1, 2, 3, & 4". Bidders must complete this section.

Each Bidder shall include in the bid all costs necessary to complete the project, performed in full compliance with the specification requirements and all Contract Documents.

**Attachments:**

- Contractor Registration
- Bidder's Checklist
- Bid Bond Form
- Pricing Schedule
- Work Area Exhibits
- General Terms and Conditions - Invitation for Bids
- W-9: Identification Number and Certification
- Town's Vendor Registration/Update form
- VDOT Tree Removal Permit Requirements

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:

One original complete bid package which includes:

Completed IFB Cover Section (original signature – preferably in blue ink)

Completed Pricing Schedule (all sheets with original signature – preferably in blue ink)

Acknowledged addendums (each addendum with original signature – preferably in blue ink)

Town of Berryville Vendor Registration/ Update form

Completed W-9 (original signature – preferably in blue ink)

Certificate of Insurance

Completed Bid Bond (original signature – preferably in blue)

Completed Contractor Registration

Contractor's License

AND

Three copies of the complete bid package (see above)

Please remember that:

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

Envelope containing bid must be properly marked.

Offerors are encouraged to enclose bid in a separate sealed envelope when placing it the shipping company packaging (if applicable),

Offerors are encouraged to make and retain a separate copy of this bid package for their records.

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 for Tree Removal and Tree Takedown Services.

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 Tree Removal and Tree Takedown Services.

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 \_\_\_\_\_ day 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.

Principal

ATTEST:

By:

Corporate Secretary

By:

Address:

Principal

(Corporate Seal)

**Pricing Schedule  
IFB#2023-03**

**Complete and sign each page**

**WORK AREA 1 (VDOT Right-of-way) Tree and Brush Removal**

<u>Size of Tree</u>	<u>Unit Price</u>	<u>Number of Units</u>	<u>Extended Price</u>
Greater than 6 inches DBH and less than or equal to 12 inches DBH	-----	-----	-----
Greater than 12 inches DBH and less than or equal to 18 inches DBH	-----	-----	-----
Greater than 18 inches DBH and less than or equal to 24 inches DBH	-----	-----	-----
Greater than 24 inches DBH and less than or equal to 30 inches DBH	-----	-----	-----
Greater than 30 inches DBH and less than or equal to 36 inches DBH	-----	-----	-----
Greater than 36 inches DBH and less than or equal to 42 inches DBH	-----	-----	-----
Greater than 42 inches DBH and less than or equal to 48 inches DBH	-----	-----	-----
Greater than 48 inches DBH and less than or equal to 54 inches DBH	-----	-----	-----
Greater than 54 inches DBH	-----	-----	-----
Brush Removal for Work Area 1			-----

Total Bid for Tree and Brush Removal in Work Area 1 \$ -----

Bidder Firm Name:-----

Bidder's Authorized Signature: ----- Printed Name: -----

WORK AREA 2 (Water Treatment Plant Property) Tree and Brush Removal

<u>Size of Tree</u>	<u>Unit Price</u>	<u>Number of Units</u>	<u>Extended Price</u>
Greater than 6 inches DBH and less than or equal to 12 inches DBH	-----	-----	-----
Greater than 12 inches DBH and less than or equal to 18 inches DBH	-----	-----	-----
Greater than 18 inches DBH and less than or equal to 24 inches DBH	-----	-----	-----
Greater than 24 inches DBH and less than or equal to 30 inches DBH	-----	-----	-----
Greater than 30 inches DBH and less than or equal to 36 inches DBH	-----	-----	-----
Greater than 36 inches DBH and less than or equal to 42 inches DBH	-----	-----	-----
Greater than 42 inches DBH and less than or equal to 48 inches DBH	-----	-----	-----
Greater than 48 inches DBH and less than or equal to 54 inches DBH	-----	-----	-----
Greater than 54 inches DBH	-----	-----	-----
Brush Removal for Work Area 2			-----

Total Bid for Tree and Brush Removal in Work Area 2 \$ -----

Bidder Firm Name:-----

Bidder's Authorized Signature:----- Printed Name:-----

WORK AREA 3 (Private property with Town Easement) Tree and Brush Removal

Size of Tree	Unit Price	Number of Units	Extended Price
Greater than 6 inches DBH and less than or equal to 12 inches DBH	-----	-----	-----
Greater than 12 inches DBH and less than or equal to 18 inches DBH	-----	-----	-----
Greater than 18 inches DBH and less than or equal to 24 inches DBH	-----	-----	-----
Greater than 24 inches DBH and less than or equal to 30 inches DBH	-----	-----	-----
Greater than 30 inches DBH and less than or equal to 36 inches DBH	-----	-----	-----
Greater than 36 inches DBH and less than or equal to 42 inches DBH	-----	-----	-----
Greater than 42 inches DBH and less than or equal to 48 inches DBH	-----	-----	-----
Greater than 48 inches DBH and less than or equal to 54 inches DBH	-----	-----	-----
Greater than 54 inches DBH	-----	-----	-----

Brush Removal for Work Area 3

Total Bid for Tree and Brush Removal in Work Area 3 \$ -----

Bidder Firm Name:-----

Bidder's Authorized Signature:-----

Printed Name:-----

NOTE: Either Tree/Brush Removal or Tree/Brush Takedown will be chosen by the Town for Area 3.

WORK AREA 3 (Private property with Town Easement) Tree and Brush Takedown Work

Size of Tree	Unit Price	Number of Units	Extended Price
Greater than 6 inches DBH and less than or equal to 12 inches DBH	-----	-----	-----
Greater than 12 inches DBH and less than or equal to 18 inches DBH	-----	-----	-----
Greater than 18 inches DBH and less than or equal to 24 inches DBH	-----	-----	-----
Greater than 24 inches DBH and less than or equal to 30 inches DBH	-----	-----	-----
Greater than 30 inches DBH and less than or equal to 36 inches DBH	-----	-----	-----
Greater than 36 inches DBH and less than or equal to 42 inches DBH	-----	-----	-----
Greater than 42 inches DBH and less than or equal to 48 inches DBH	-----	-----	-----
Greater than 48 inches DBH and less than or equal to 54 inches DBH	-----	-----	-----
Greater than 54 inches DBH	-----	-----	-----
Brush Takedown 1 for Work Area 3			-----

Total Bid for Tree and Brush Takedown in Work Area 3 \$ -----

Bidder Firm Name:-----

Bidder's Authorized Signature:----- Printed Name:-----

NOTE: Either Tree Removal or Tree Takedown will be chosen by the Town for Area 3.

WORK AREA 4 (Public Works facility) Tree and Brush Removal

<u>Size of Tree</u>	<u>Unit Price</u>	<u>Number of Units</u>	<u>Extended Price</u>
Greater than 6 inches DBH and less than or equal to 12 inches DBH	-----	-----	-----
Greater than 12 inches DBH and less than or equal to 18 inches DBH	-----	-----	-----
Greater than 18 inches DBH and less than or equal to 24 inches DBH	-----	-----	-----
Greater than 24 inches DBH and less than or equal to 30 inches DBH	-----	-----	-----
Greater than 30 inches DBH and less than or equal to 36 inches DBH	-----	-----	-----
Greater than 36 inches DBH and less than or equal to 42 inches DBH	-----	-----	-----
Greater than 42 inches DBH and less than or equal to 48 inches DBH	-----	-----	-----
Greater than 48 inches DBH and less than or equal to 54 inches DBH	-----	-----	-----
Greater than 54 inches DBH	-----	-----	-----
Brush Removal for Work Area 4	-----	-----	-----

Total Bid for Tree and Brush Removal in Work Area 4 \$ -----

Bidder Firm Name:-----

Bidder's Authorized Signature:----- Printed Name:-----

NOTE: Either Tree Removal or Tree Takedown will be chosen by the Town for Area 4.

WORK AREA 4 (Public Works facility) Tree and Brush Takedown

<u>Size of Tree</u>	<u>Unit Price</u>	<u>Number of Units</u>	<u>Extended Price</u>
Greater than 6 inches DBH and less than or equal to 12 inches DBH	-----	-----	-----
Greater than 12 inches DBH and less than or equal to 18 inches DBH	-----	-----	-----
Greater than 18 inches DBH and less than or equal to 24 inches DBH	-----	-----	-----
Greater than 24 inches DBH and less than or equal to 30 inches DBH	-----	-----	-----
Greater than 30 inches DBH and less than or equal to 36 inches DBH	-----	-----	-----
Greater than 36 inches DBH and less than or equal to 42 inches DBH	-----	-----	-----
Greater than 42 inches DBH and less than or equal to 48 inches DBH	-----	-----	-----
Greater than 48 inches DBH and less than or equal to 54 inches DBH	-----	-----	-----
Greater than 54 inches DBH	-----	-----	-----
Brush Takedown for Work Area 4			-----

Total Bid for Tree and Brush Takedown in Work Area 4 \$ -----

Bidder Firm Name:-----

Bidder's Authorized Signature:----- Printed Name:-----

NOTE: Either Tree Removal or Tree Takedown will be chosen by the Town for Area 4.

**GRAND TOTAL TREE AND BRUSH REMOVAL SERVICES FOR WORK AREAS 1, 2, 3, & 4 \$** -----

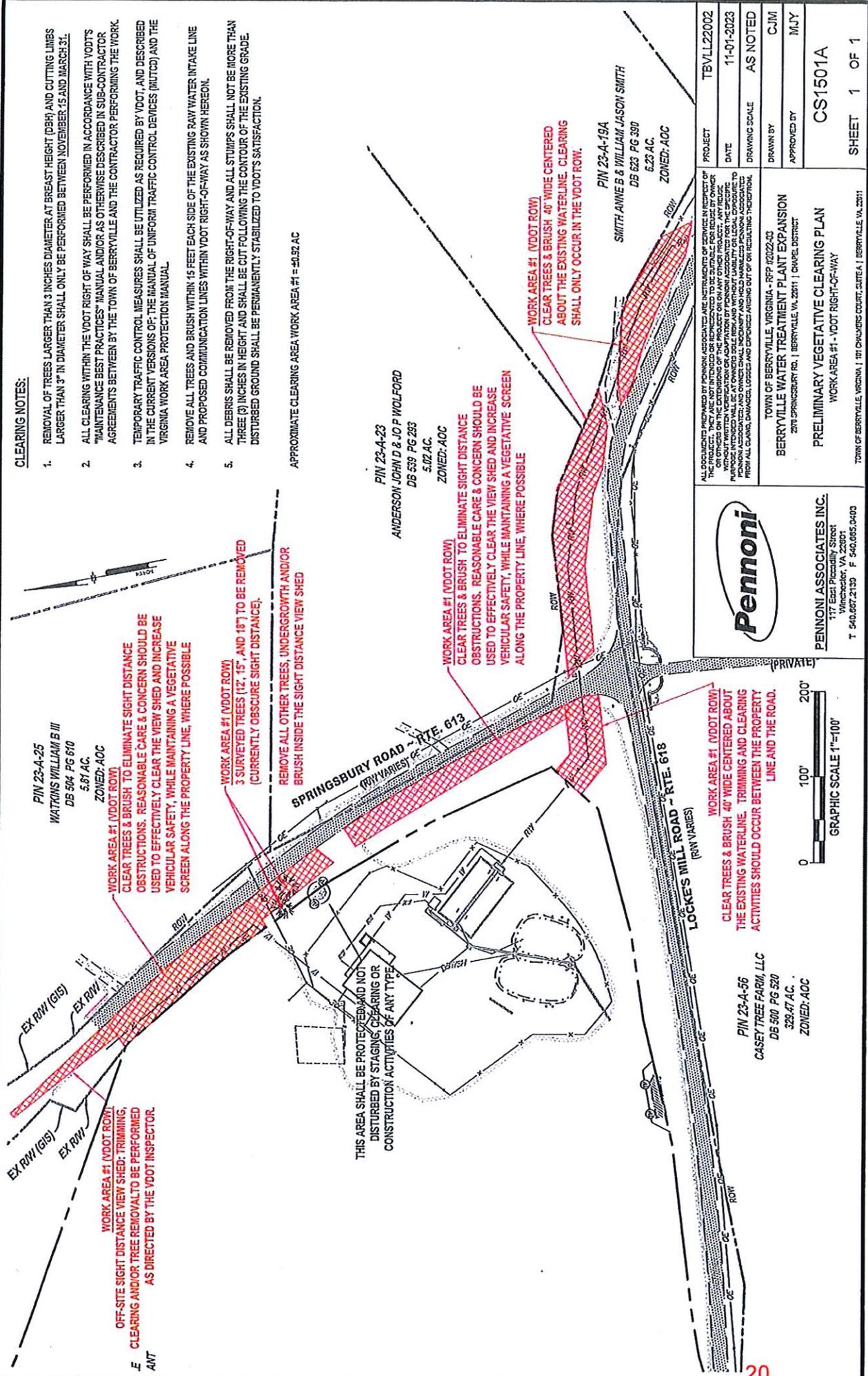
Bidder Firm Name:-----

Bidder's Authorized Signature:----- Printed Name:-----

**CLEARING NOTES:**

1. REMOVAL OF TREES LARGER THAN 3 INCHES DIAMETER AT BREAST HEIGHT (DBH) AND CUTTING LIMBS LARGER THAN 3" IN DIAMETER SHALL ONLY BE PERFORMED BETWEEN NOVEMBER 15 AND MARCH 31.
2. ALL CLEARING WITHIN THE VDOT RIGHT OF WAY SHALL BE PERFORMED IN ACCORDANCE WITH VDOT'S "MAINTENANCE BEST PRACTICES" MANUAL AND/OR AS OTHERWISE DESCRIBED IN SUB-CONTRACTOR AGREEMENTS BETWEEN BY THE TOWN OF BERRYVILLE AND THE CONTRACTOR, PERFORMING THE WORK.
3. TEMPORARY TRAFFIC CONTROL MEASURES SHALL BE UTILIZED AS REQUIRED BY VDOT, AND DESCRIBED IN THE CURRENT VERSIONS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE VIRGINIA WORK AREA PROTECTION MANUAL.
4. REMOVE ALL TREES AND BRUSH WITHIN 15 FEET EACH SIDE OF THE EXISTING RAW WATER INTAKE LINE AND PROPOSED COMMUNICATION LINES WITHIN VDOT RIGHT-OF-WAY AS SHOWN HEREON.
5. ALL DEBRIS SHALL BE REMOVED FROM THE RIGHT-OF-WAY AND ALL STUMPS SHALL NOT BE MORE THAN THREE (3) INCHES IN HEIGHT AND SHALL BE CUT FOLLOWING THE CONTOUR OF THE EXISTING GRADE. DISTURBED GROUND SHALL BE PERMANENTLY STABILIZED TO VDOT'S SATISFACTION.

APPROXIMATE CLEARING WORK AREA #1 = ±0.92 AC



**PIN 23-A-25**  
**WATKINS WILLIAM B III**  
 DB 504 PG 610  
 ZONED: AOC  
 5.81 AC.

**WORK AREA #1 (VDOT ROW)**  
 CLEAR TREES & BRUSH TO ELIMINATE SIGHT DISTANCE OBSTRUCTIONS. REASONABLE CARE & CONCERN SHOULD BE USED TO EFFECTIVELY CLEAR THE VIEW SHED AND INCREASE VEHICULAR SAFETY, WHILE MAINTAINING A VEGETATIVE SCREEN ALONG THE PROPERTY LINE, WHERE POSSIBLE.

**WORK AREA #1 (VDOT ROW)**  
 3 SURVEYED TREES (12", 15", AND 18") TO BE REMOVED (CURRENTLY OBSCURE SIGHT DISTANCE).

REMOVE ALL OTHER TREES, UNDERGROWTH AND/OR BRUSH INSIDE THE SIGHT DISTANCE VIEW SHED

**PIN 23-A-23**  
**ANDERSON JOHN D & JO P WOLFORD**  
 DB 539 PG 293  
 5.02 AC.  
 ZONED: AOC

**WORK AREA #1 (VDOT ROW)**  
 CLEAR TREES & BRUSH TO ELIMINATE SIGHT DISTANCE OBSTRUCTIONS. REASONABLE CARE & CONCERN SHOULD BE USED TO EFFECTIVELY CLEAR THE VIEW SHED AND INCREASE VEHICULAR SAFETY, WHILE MAINTAINING A VEGETATIVE SCREEN ALONG THE PROPERTY LINE, WHERE POSSIBLE.

**WORK AREA #1 (VDOT ROW)**  
 CLEAR TREES & BRUSH 40' WIDE CENTERED ABOUT THE EXISTING WATERLINE. CLEARING SHALL ONLY OCCUR IN THE VDOT ROW.

**PIN 23-A-19A**  
**SMITH ANNE B & WILLIAM JASON SMITH**  
 DB 523 PG 390  
 6.23 AC.  
 ZONED: AOC

**WORK AREA #1 (VDOT ROW)**  
 CLEAR TREES & BRUSH 40' WIDE CENTERED ABOUT THE EXISTING WATERLINE. TRIMMING AND CLEARING ACTIVITIES SHOULD OCCUR BETWEEN THE PROPERTY LINE AND THE ROAD.

**PIN 23-A-66**  
**CASEY TREE FARM, LLC**  
 DB 500 PG 520  
 329.47 AC.  
 ZONED: AOC

**Pennoni ASSOCIATES INC.**  
 117 East Piedmont Street  
 Winchester, VA 22601  
 T 540.667.2150 F 540.665.0403

PROJECT	TBVL122002
DATE	11-01-2023
DRAWING SCALE	AS NOTED
DRAWN BY	CJM
APPROVED BY	MJY
<b>CS1501A</b>	
SHEET 1 OF 1	

ALL DOCUMENTS PROVIDED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE CONTRACT BETWEEN PENNONI ASSOCIATES AND THE CLIENT. PENNONI ASSOCIATES SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO PENNONI ASSOCIATES FOR THE PROJECT. PENNONI ASSOCIATES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO PENNONI ASSOCIATES BY THE CLIENT. PENNONI ASSOCIATES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO PENNONI ASSOCIATES BY THE CLIENT. PENNONI ASSOCIATES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO PENNONI ASSOCIATES BY THE CLIENT.

TOWN OF BERRYVILLE, VIRGINIA - RFP #2022-03  
 BERRYVILLE WATER TREATMENT PLANT EXPANSION  
 2070 SPRINGSBURY RD., BERRYVILLE, VA 22611 | CHAPEL DISTRICT

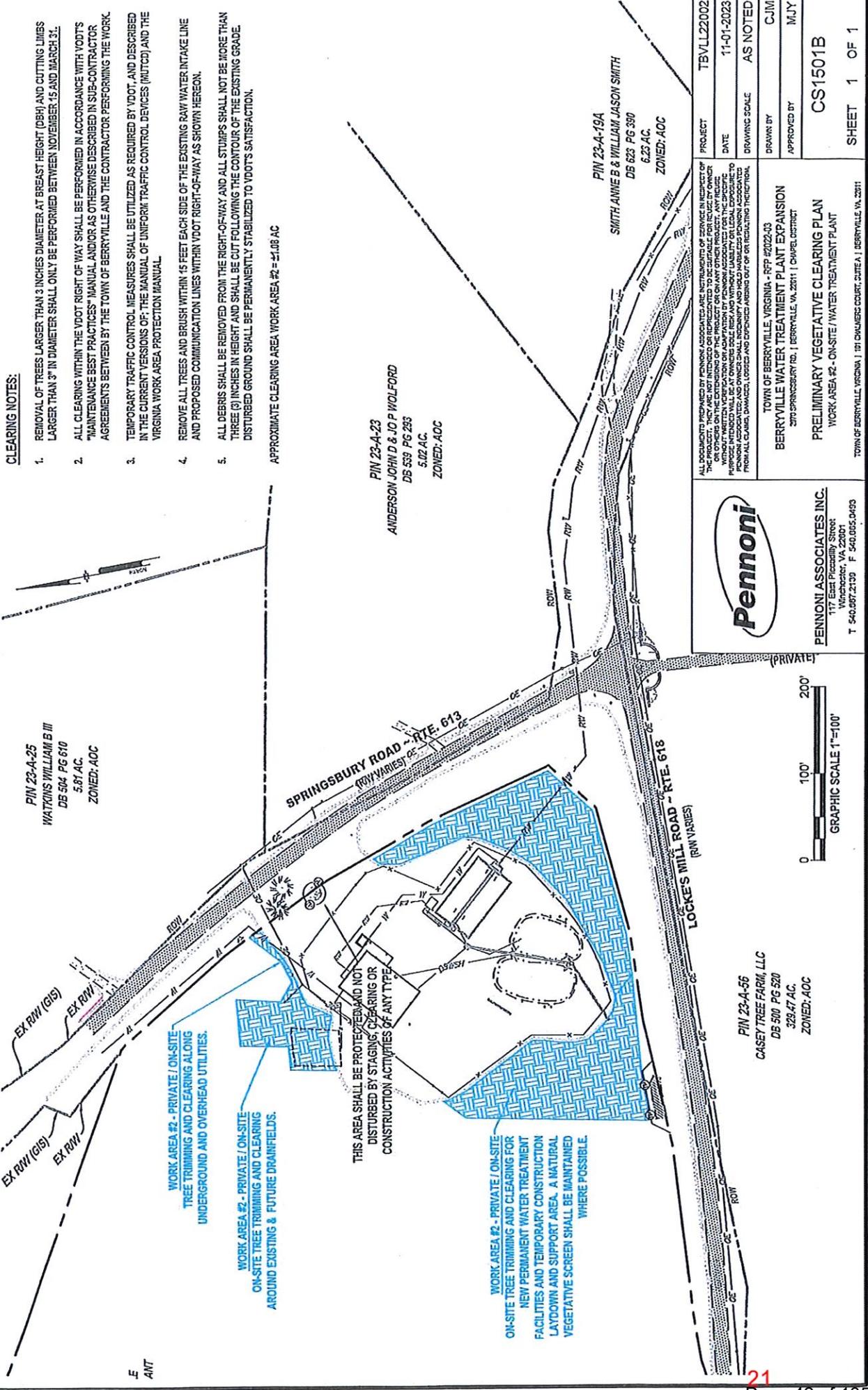
**PRELIMINARY VEGETATIVE CLEARING PLAN**  
 WORK AREA #1 - VDOT RIGHT-OF-WAY

TOWN OF BERRYVILLE, VIRGINIA | 101 CHAMBERS COURT, SUITE A | BERRYVILLE, VA 22611

**CLEARING NOTES:**

1. REMOVAL OF TREES LARGER THAN 3 INCHES DIAMETER AT BREAST HEIGHT (DBH) AND CUTTING LIMES LARGER THAN 3" IN DIAMETER SHALL ONLY BE PERFORMED BETWEEN NOVEMBER 15 AND MARCH 31.
2. ALL CLEARING WITHIN THE VDOT RIGHT OF WAY SHALL BE PERFORMED IN ACCORDANCE WITH VDOT'S "MAINTENANCE BEST PRACTICES" MANUAL AND/OR AS OTHERWISE DESCRIBED IN SUB-CONTRACTOR AGREEMENTS BETWEEN BY THE TOWN OF BERRYVILLE AND THE CONTRACTOR PERFORMING THE WORK.
3. TEMPORARY TRAFFIC CONTROL MEASURES SHALL BE UTILIZED AS REQUIRED BY VDOT, AND DESCRIBED IN THE CURRENT VERSIONS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE VIRGINIA WORK AREA PROTECTION MANUAL.
4. REMOVE ALL TREES AND BRUSH WITHIN 15 FEET EACH SIDE OF THE EXISTING RAW WATER INTAKE LINE AND PROPOSED COMMUNICATION LINES WITHIN VDOT RIGHT-OF-WAY AS SHOWN HEREON.
5. ALL DEBRIS SHALL BE REMOVED FROM THE RIGHT-OF-WAY AND ALL STUMPS SHALL NOT BE MORE THAN THREE (3) INCHES IN HEIGHT AND SHALL BE CUT FOLLOWING THE CONTOUR OF THE EXISTING GRADE. DISTURBED GROUND SHALL BE PERMANENTLY STABILIZED TO VDOT'S SATISFACTION.

APPROXIMATE CLEARING AREA WORK AREA #2 = 41.00 AC



PIN 23-A-25  
WATKINS WILLIAM B III  
DB 504 PG 610  
5.81 AC.  
ZONED: AOC

PIN 23-A-23  
ANDERSON JOHN D & JO P WOLFORD  
DS 539 PG 263  
5.02 AC.  
ZONED: AOC

PIN 23-A-19A  
SMITH ANNE B & WILLIAM JASON SMITH  
DB 623 PG 390  
6.23 AC.  
ZONED: AOC

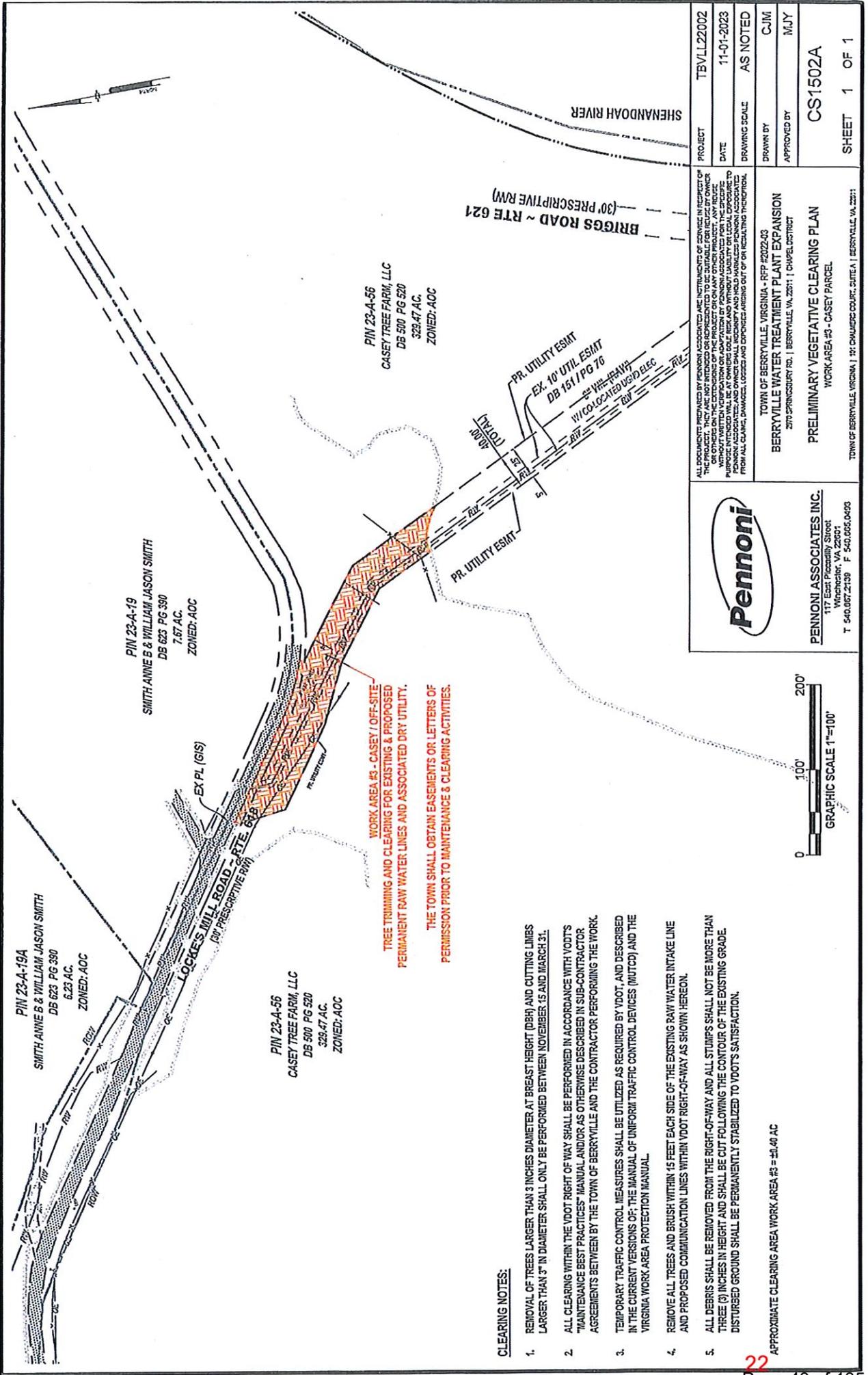
PIN 23-A-56  
CASEY TREE FARM, LLC  
DB 500 PG 520  
329.47 AC.  
ZONED: AOC



**PENNONI ASSOCIATES INC.**  
117 East Piccadilly Street  
Winchester, VA 22601  
T 540.397.2139 F 540.665.0493

PROJECT	TB/LL22002
DATE	11-01-2023
DRAWING SCALE	AS NOTED
DRAWN BY	CJM
APPROVED BY	MJY
<b>CS1501B</b>	
SHEET 1 OF 1	

TOWN OF BERRYVILLE, VIRGINIA - RFP #2022-03  
BERRYVILLE WATER TREATMENT PLANT EXPANSION  
3070 SPRINGSBURY RD., BERRYVILLE, VA 22011 | CHAPEL DISTRICT  
**PRELIMINARY VEGETATIVE CLEARING PLAN**  
WORK AREA #2 - ON-SITE / WATER TREATMENT PLANT  
TOWN OF BERRYVILLE, VIRGINIA | 191 CHAMBERS COURT, SUITE A | BERRYVILLE, VA 22011



**WORK AREA #3 - CASEY I OFF-SITE**  
**TREE TRIMMING AND CLEARING FOR EXISTING & PROPOSED**  
**PERMANENT RAW WATER LINES AND ASSOCIATED DRY UTILITY.**  
**THE TOWN SHALL OBTAIN EASEMENTS OR LETTERS OF**  
**PERMISSION PRIOR TO MAINTENANCE & CLEARING ACTIVITIES.**

**CLEARING NOTES:**

1. REMOVAL OF TREES LARGER THAN 3 INCHES DIAMETER AT BREAST HEIGHT (DBH) AND CUTTING LINES LARGER THAN 3" IN DIAMETER SHALL ONLY BE PERFORMED BETWEEN NOVEMBER 15 AND MARCH 31.
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5. ALL DEBRIS SHALL BE REMOVED FROM THE RIGHT-OF-WAY AND ALL STUMPS SHALL NOT BE MORE THAN THREE (3) INCHES IN HEIGHT AND SHALL BE CUT FOLLOWING THE CONTOUR OF THE EXISTING GRADE. DISTURBED GROUND SHALL BE PERMANENTLY STABILIZED TO VDOT'S SATISFACTION.

APPROXIMATE CLEARING AREA WORK AREA #3 = ±1.40 AC



**PENNONI ASSOCIATES INC.**  
 117 East Piccadilly Street  
 Winchester, VA 22601  
 T 540.697.2139 F 540.666.0493

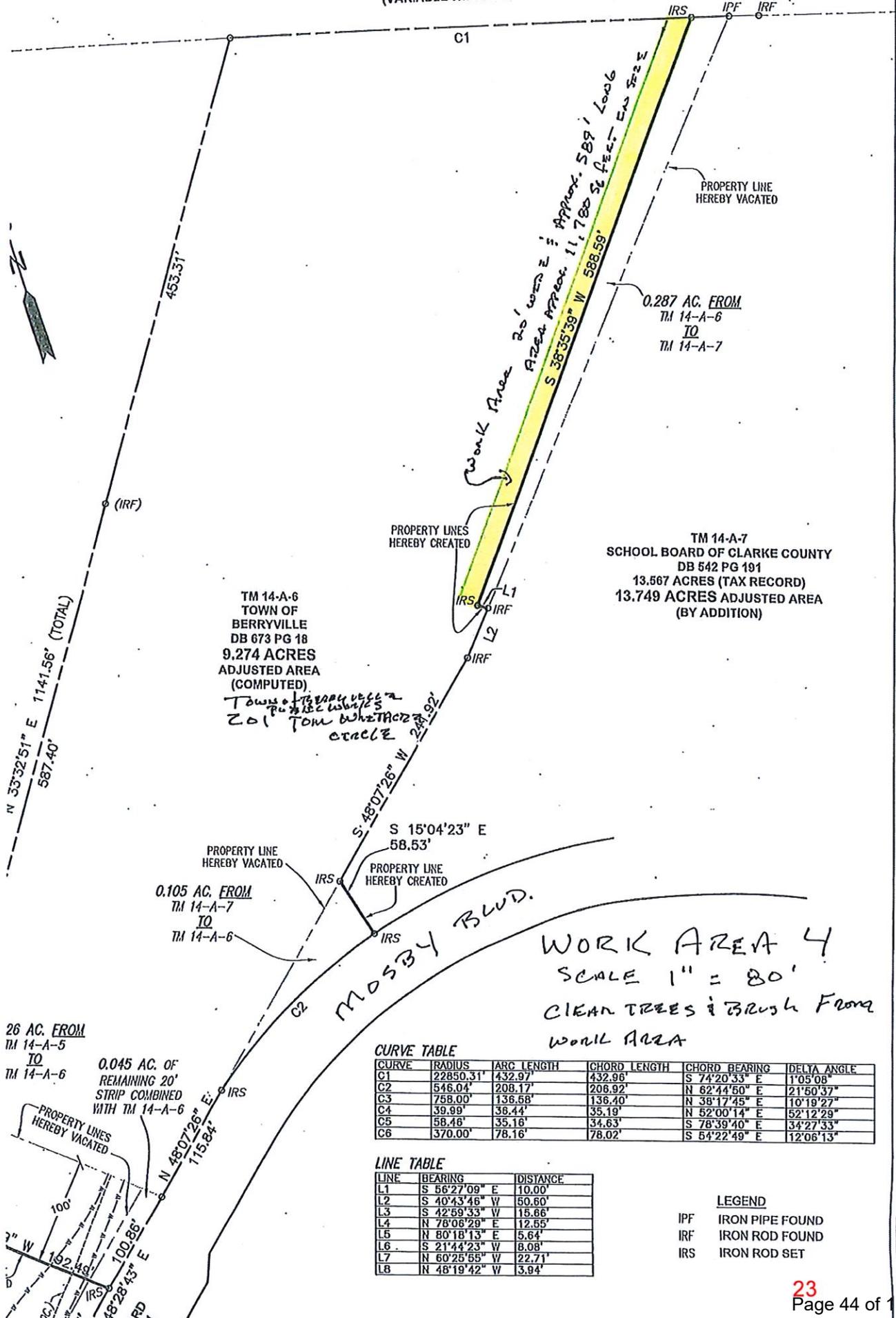
PROJECT	TB/LL22002
DATE	11-01-2023
DRAWING SCALE	AS NOTED
DRAWN BY	CJM
APPROVED BY	MJY
<b>CS1502A</b>	
SHEET 1 OF 1	

ALL DOCUMENTS PROVIDED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RECEIPT OF THE FEE THEREFOR. THE USER OF ANY INSTRUMENT OF SERVICE SHALL BE RESPONSIBLE FOR THE USER OR OTHERS ON THE BASIS OF THE PROJECT OR ANY OTHER PROJECT. ANY REVISIONS OR CHANGES TO THE INSTRUMENT OF SERVICE SHALL BE THE RESPONSIBILITY OF THE USER. WITHOUT WRITTEN PERMISSION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE PROJECT OR ANY OTHER PROJECT, THE USER SHALL NOT REPRODUCE, TRANSMIT, OR DISSEMINATE ANY INFORMATION FROM ANY INSTRUMENT OF SERVICE OR ANY INFORMATION CONTAINED THEREIN TO ANY OTHER PARTY. PENNONI ASSOCIATES AND USER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE INSTRUMENT OF SERVICE.

TOWN OF BERRYVILLE, VIRGINIA - RFP #2022-03  
 BERRYVILLE WATER TREATMENT PLANT EXPANSION  
 2970 SPRINGCOURT RD., BERRYVILLE, VA 22611, CHAPEL DISTRICT  
 PRELIMINARY VEGETATIVE CLEARING PLAN  
 WORK AREA #3 - CASEY PARCEL

TOWN OF BERRYVILLE, VIRGINIA | 19 CHAMBERLAIN COURT, SUITE A | BERRYVILLE, VA 22611

VIRGINIA ROUTE 7 (BYPASS)  
HARRY BYRD HIGHWAY  
(VARIABLE WIDTH RIGHT OF WAY)



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	22850.31'	432.97'	432.96'	S 74°20'33" E	1°05'08"
C2	546.04'	208.17'	208.92'	N 62°44'60" E	21°50'37"
C3	758.00'	136.58'	136.40'	N 38°17'45" E	10°19'27"
C4	39.99'	36.44'	35.19'	N 62°00'14" E	52°12'29"
C5	58.46'	35.16'	34.63'	S 78°39'40" E	34°27'33"
C6	370.00'	78.16'	78.02'	S 54°22'49" E	12°06'13"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 56°27'09" E	10.00'
L2	S 40°43'46" W	50.60'
L3	S 42°59'33" W	15.86'
L4	N 78°08'29" E	12.55'
L5	N 80°18'13" E	5.64'
L6	S 21°44'23" W	8.08'
L7	N 60°25'55" W	22.71'
L8	N 48°19'42" W	3.94'

LEGEND

- IPF IRON PIPE FOUND
- IRF IRON ROD FOUND
- IRS IRON ROD SET

**Town of Berryville**  
**General Terms and Conditions – Invitations for Bids**  
**10/25/23**

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, and 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 is prohibited. 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 is prohibited. During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

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

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

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

**SUBCONTRACTORS:** All Offerors shall include a list of all subcontractors with their proposal. The Town reserves the right to reject the successful Offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the Offeror may replace that subcontractor with another subcontractor subject to the

approval of the Town. Any such replacement shall be at no additional expense to the Town nor shall it result in an extension of time without the Town's approval.

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

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

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

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

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

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

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

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

contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

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

**TAXES:** Sales to the Town are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.

**BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid/offer prices in U.S. dollars.

**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.

**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.

**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 they may further suggest a reduction in scope for the proposed purchase, and invite the lowest responsible bidder to amend its bid proposal based upon the proposed reduction in scope.

- 3) Repetitive informal discussions with the lowest responsible bidder for purposes of obtaining a contract within allocated funds shall be permissible.
- 4) The lowest responsible bidder shall submit an addendum to its bid, which addendum shall include any change in scope for the proposed purchase, the reduction in price, and the new contract value.
- 5) If the proposed addendum is acceptable to the town, the Town may award a contract within funds allocated to the lowest responsible bidder based upon the amended bid proposal.
- 6) If the Town and the lowest responsible bidder cannot negotiate a contract within allocated funds, all bids shall be rejected.

**INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded as well as any other insurance requirements laid out in the request for bid or proposal. The Town requires minimum insurance amounts as recommended by the Virginia Risk Sharing Association for construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The 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**

**Employer's 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 contracts for work deemed hazardous:**

**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

**Employer's Liability-**\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

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

**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

**Employer's 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

**Employer's 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 Workers' Compensation, the following endorsement: "Contractor and all subcontractors shall save Town harmless from any and all claims, damages, liabilities, expenses of litigation, including attorney's fees, and losses arising out of injury to, or death of, any of Contractor's employees or any other person while

on or about Town's premises or job site in connection with any matters relating to or arising out of the performance of this Contract. It is understood and agreed that the Contractor is at all times acting as an independent contractor."

**ADDITIONAL REQUIREMENTS:**

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

- A) Employment discrimination by contractor prohibited; required contract provisions (see § 2.2-4311 of the Code of Virginia).
- B) Compliance with federal, state, and local laws and federal immigration law; required contract provisions (see § 2.2-4311.1 of the Code of Virginia).
- C) Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth (see § 2.2-4311.2 of the Code of Virginia.)
- D) Drug-free workplace to be maintained by contractor; required contract provisions (see § 2.2-4312 of the Code of Virginia).
- E) Provide access to adequate toilet facilities as required by law.
- F) 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.
- G) 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.
- H) Be responsible for the resolution of any and all damage claims presented to either the Town or Contractor

Contractor also agrees to retain all books, documents, papers, account records, subcontracting records, and other evidence supporting services performed, and costs incurred during the contract period for six (6) years after the final invoice is paid.

**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.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**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.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

Requester's name and address (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:

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

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

**Sign Here**      Signature of U.S. person ▶ \_\_\_\_\_      Date ▶ \_\_\_\_\_

**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 fillad-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. 516, *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 identification 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 1089 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 1089 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 1-800-908-4490 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

## VDOT Tree Removal Permit Requirements

1. Permittee acceptance and use of a Virginia Department of Transportation (VDOT) land use permit is prima facie evidence that the permittee has read and is fully cognizant of all required permit provisions, applicable traffic control plans and associated construction standards to be employed. All applicants to whom permits are issued shall at all times indemnify and save harmless the Commonwealth Transportation Board, members of the Board, the Commonwealth, and all Commonwealth employees, agents, and officers, from responsibility, damage, or liability arising from the exercise of the privileges granted in such permit to the extent allowed by law including any sums ordered to be paid or expended by VDOT by any governmental entity as a fine, penalty or damages for any violation of any applicable environmental law, or to remediate any hazardous or other material, including illicit discharge into VDOT maintained storm sewer systems.
2. The permittee assumes full responsibility for any and all damages that may occur as a result of the work performed under a VDOT land use permit and agrees to secure and carry insurance against liability for personal injury and property damage that may arise from the permitted activity.
3. For the term of the permit, the permittee shall employ (on staff) or engage (on contract) an arborist who is currently certified by the ISA to represent the permittee. The arborist shall provide the permittee's contract crews with the necessary guidance to ensure that the authorized activities are performed in accordance with the permit provisions. A copy of the arborist's current certification shall be made available upon request by authorized VDOT representatives.
4. The permittee's arborist must be present during all pruning and/or complete tree removal from within state maintained right-of-way.
5. Removal of trees larger than 3 inches diameter at breast height (DBH) and cutting limbs larger than 3" in diameter shall only be performed between November 15 and March 31.
6. It shall be the permittee's responsibility to obtain any and all necessary permits and permissions that may be required by any other government agencies or property owners.
7. No land disturbance shall be allowed under the auspices of a VDOT land use permit authorizing tree pruning or removal on state maintained rights-of way.
8. All cut vegetation shall be immediately removed from state maintained right of way and disposed of in accordance with the Solid Waste Management Regulations (9 VAC 20-80-10 et seq.) of the Virginia Waste Management Board.
9. When trees are completely removed the stumps shall be cut at ground level and the face of the stump shall be cut parallel with the surrounding grade.
10. Tree pruning and/or removal operations shall be accomplished in accordance with the following:
  - American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Maintenance – Standard Practice (ANSI A300)
  - American National Standard for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining and Removing Trees, and Cutting Brush – Safety Requirements (ANSI Z133.1)
  - International Society of Arboriculture, Best Management Practices – Tree Pruning (ISA)
11. The district roadside manager shall approve all requests for the complete removal of vegetation having a trunk base diameter greater than or equal to 6-inches from state maintained right-of-way.

12. The permittee's arborist shall be available to meet on site with VDOT representatives within 24 hours of notification for dispute or performance resolution.
13. All herbicide applicators shall meet the applicable requirements established by the Virginia Department of Agricultural and Consumer Services and maintain a Category 6 (ROW) certification. Activities involving the chemical control of vegetation shall comply with all applicable federal and state regulations.
14. Stump treatments shall be applied to live deciduous cut stumps in accordance with product label directions and specifications.
15. Any and all highway signs, right-of-way markers, etc., that are disturbed as a result of work performed under the auspices of a land use permit shall be accurately reset by the permittee immediately following completion of the work in the vicinity of the disturbed facility. The services of a certified land surveyor with experience in route surveying may be required.

AN ORDINANCE AMENDING CHAPTER 6 OF THE  
CODE OF THE TOWN OF BERRYVILLE

BE IT ORDAINED, by the Council of Town of Berryville, that Chapter 6 – FIRE PREVENTION AND PROTECTION, of the Code of the Town of Berryville, is amended as follows:

Chapter 6 – FIRE PREVENTION AND PROTECTION<sup>(1)</sup>

Footnotes:

---- (1) ----

**Editor's note**— By resolution adopted February 1, 1949, and recorded in Minute Book 4, p. 18, the council recognized the formation, under the statutory procedure, of a volunteer fire company known as the "John H. Enders Fire Company." Such resolution also adopted and approved the provisions of chapter 125, Michie's Virginia Code of 1942, relative to "Fires in Cities and Towns." See now title 27 of the Code of Virginia.

**Cross reference**— John H. Enders Fire Company, Inc., designated as part of town's official safety program, § 2-8; building regulations, Ch. 5; authority of fire department officers to direct traffic in vicinity of fire, § 10-9; calling fire-fighting apparatus without cause or malicious activation of fire alarm in public building, § 13-8.

**State Law reference**— Fire protection, Code of Virginia, title 27; ~~authority of town to make regulations for purpose of guarding against danger from accidents by fire, § 15.4-15.~~

Sec. 6-1. - Open burning, generally

- (a) *Purpose.* The purpose of this section is to protect public health, safety, and welfare by regulating open burning within the Town of Berryville to achieve and maintain, to the greatest extent practicable, a level of air quality that will provide comfort and convenience while promoting economic and social development. This ordinance is intended to supplement the applicable regulations promulgated by the State Air Pollution Control Board and other applicable regulations and laws.
- (b) *Definitions.* For the purpose of this section and subsequent amendments or any orders issued by the town, the words or phrases shall have the meaning given them in this section.
- (1) *Clean burning waste* means waste that is not prohibited to be burned under this ordinance and that consists only of (i) one hundred (100) percent wood waste, (ii) one hundred (100) percent clean lumber or clean wood, (iii) one hundred (100) yard waste, or (iv) one hundred (100) mixture of only any combination of wood waste, clean lumber, clean wood, or yard waste.
- (2) *Clean lumber* means wood or wood products that have been cut or shaped and include wet, air-dried, and kiln-dried wood products. Clean lumber does not include wood products that have been painted, pigment-stained, or pressure treated by compounds such as chromate copper arsenate, pentachlorophenol, and creosote.
- (3) *Clean wood* means uncontaminated natural or untreated wood. Clean wood includes, but is not limited to, by-products of harvesting activities conducted for forest management or commercial logging, or mill residues consisting of bark, chips, edgings, sawdust, shavings, or slabs. It does not include wood that has been treated, adulterated, or chemically changed in some way; treated with glues, binders, or resins; or painted, stained, or coated.
- (4) *Construction waste* means solid waste that is produced or generated during construction remodeling, or repair of pavements, houses, commercial buildings and

other structures. Construction waste consists of lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases or semi-liquids, and garbage are not construction wastes and the disposal of such materials must be in accordance with the regulations of the Virginia Waste Management Board.

- (5) *Debris waste* means wastes resulting from land clearing operations. Debris wastes include but are not limited to stumps, wood, brush, leaves, soil and road spoils.
- (6) *Demolition waste* means that solid waste which is produced by the destruction of structures, or their foundations, or both, and includes the same materials as construction waste.
- (7) *Garbage* means readily putrescible discarded materials composed of animal, vegetable, or other organic matter.
- (8) *Hazardous waste* means a "hazardous waste" as described in 9VAC 20-60, Hazardous Waste Management Regulations.
- (9) *Household waste* means any waste material, including garbage, trash, and refuse derived from households. For purposes of this regulation, households include single and multiple residences, hotels and motels, campgrounds, picnic grounds, and day-use recreation areas. Household wastes do not include sanitary waste in septic tanks (septage) which is regulated by state agencies.
- (10) *Industrial waste* means any solid waste generated by manufacturing or industrial process that is not a regulated hazardous waste. Such waste may include but is not limited to waste resulting from the following processes: electric power generation; fertilizer/agricultural chemicals; food and related products/by products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- (11) *Junk* means old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous material.
- (12) *Junkyard* means an establishment or place of business that is maintained, operated, or used for storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard, and the term shall include garbage dumps and sanitary landfills.
- (13) *Open burning* means the combustion of solid waste without:
  - a. Control of combustion air to maintain adequate temperature for efficient combustion;
  - b. Containment of the combustion reaction in an enclosed device to provide sufficient residence time and mixing for complete combustion; and
  - c. Control of the combustion products' emission.
- (14) *Open pit incinerator* means a device used to burn waste for the primary purpose of reducing the volume by removing combustible matter. Such devices function by directing a curtain of air at an angle across the top of a trench or similarly enclosed space, thus reducing the amount of combustion byproducts emitted into the atmosphere. The term also includes trench burners, air curtain incinerators and over draft incinerators.

- (15) *Refuse* means all solid waste products having the characteristics of solids rather than liquids and which are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from clean up of spills or containment or other discarded materials.
- (16) *Salvage operation* means any operation consisting of a business, trade, or industry participating in salvaging or reclaiming any product or material, such as, but not limited to, reprocessing of used motor oils, metals, chemicals, shipping containers or drums, and specifically including automobile graveyards and junkyards.
- (17) *Smoke* means small gas-borne particulate matter consisting mostly, but not exclusively, of carbon, ash, and other material in concentrations sufficient to form a visible plume.
- (18) *Special incinerator device* means an open pit incinerator, conical, or teepee burner, or any other device specifically designed to provide good combustion performance.
- (19) *Wood waste* means untreated wood and untreated wood products, including tree stumps (whole or chipped), trees, tree limbs (whole or chipped), bark, sawdust, chips, scraps, slabs, millings, and shavings. Wood waste does not include:
- a. Grass, grass clippings, bushes, shrubs, and clippings from bushes and shrubs from residential, commercial/retail, institutional, or industrial sources as part of maintaining yards or other private or public lands.
  - b. Construction, renovation, or demolition wastes.
  - c. Clean lumber.
- (20) *Yard waste* means grass, grass clippings, bushes, shrubs, and clippings from bushes and shrubs that come from residential, commercial/retail, institutional, or industrial sources as part of maintaining yards or other private or public lands. Yard waste does not include (i) construction, renovation, and demolition wastes or (ii) clean wood.
- (c) *Prohibitions on open burning.* No owner, tenant, or other person shall cause, suffer, allow or permit open burning within the corporate limits of the Town of Berryville, except as provided in this section.
- (1) No owner, tenant, or other person shall cause or permit open burning or the use of a special incineration device for the destruction of rubber tires, asphaltic materials, crankcase oil, impregnated wood or other rubber or petroleum based materials except when conducting bona fide fire fighting instruction at fire fighting training schools having permanent facilities.
  - (2) No owner, tenant, or other person shall cause or permit open burning or the use of a special incineration device for the destruction of hazardous waste or containers for such materials.
  - (3) No owner, tenant, or other person shall cause or permit open burning or the use of a special incineration device for the purpose of a salvage operation or for the destruction of commercial/industrial waste.
  - (4) Open burning or the use of special incineration devices permitted under the provisions of this section does not exempt or excuse any owner, tenant, or other person from the consequences, liability, damages or injuries that may result from such conduct; nor does it excuse or exempt any owner, tenant, or other person from complying with other applicable laws, ordinances, regulations and orders of governmental entities having jurisdiction, even though the open burning is conducted in compliance with this ordinance. In this regard special attention should be directed to § 10.1-1142 of the Forest Fire Law of Virginia, the regulations of the Virginia Waste Management Board, and the State Air Pollution Control Board's Regulations for the Control and Abatement of Air Pollution.

- (5) Upon declaration of an alert, warning, or emergency stage of an air pollution episode as described in 9 VAC 5 Chapter 70 (9VAC 5-70) or when deemed advisable by the State Air Pollution Control Board to prevent a hazard to, or an unreasonable burden upon, public health or welfare, no owner, tenant, or other person shall cause or permit open burning or use of a special incineration device; and any in process burning or use of special incineration devices shall be immediately terminated in the designated air quality control region.
- (d) *Exemptions.* Open fire may be set when approved by the town manager and the chief of the John H. Enders Fire ~~Department~~ Company Inc. or chief of Clarke County Department of Fire and EMS for one or more of the following reasons:
- (1) For the prevention of a hazard, that cannot be abated by other means.
  - (2) For instruction of firefighters.
  - (3) For protection of public health.
  - (4) For recognized practices of agriculture, including the burning of fence rows, diseased trees, brush or weeds on properties that are included in farming land use.
  - (5) For recognized practices of reforestation, when such burnings are undertaken in compliance with existing forestry practices.
- (e) *Permissible open burning.*
- (1) Open fires of clean wood, lumber, and wood waste may be used for cooking food for human consumption, recreational purposes, ceremonial purposes and the operation of craft exhibits, and pageants of historical significance. Those who plan to use open fires at ceremonies, craft exhibits, and pageants of historical significance should notify the town manager of the event date, time, and purpose.
  - (2) Salamanders or other devices providing good combustion may be used for heating by construction or other workers. Workers may also burn clean burning waste, not to include construction or demolition waste, in a metal barrel for warmth provided the barrel has a mesh screen of not greater than three-quarters ( $\frac{3}{4}$ ) inches so affixed and maintained so as to prevent the exit of sparks; provided that no fire shall be built within twenty (20) feet of any building, fence, or other structure, nor left unattended. Burning for warmth of construction workers may only be done provided no smoke violation or other nuisance is created.
  - (3) Since the public collection of yard and household waste is available through agents of the Town of Berryville, the open burning of grass, leaves, landscape debris waste, commercial waste, household waste, and other yard waste is not permitted. If any person wishes to burn wood waste, yard waste, or debris waste which the Town of Berryville and its agents decline to collect, then that person must obtain a permit from the town manager before they conduct such burning. Permits will only be issued once the site has been inspected by an agent of the Town of Berryville for potential impact on adjacent properties.
- (f) *Violations.* Any person who violates or fails to comply with any of the mandatory provisions of this section shall be charged with a class 1 misdemeanor (see § 15.2-1429 of the Code of Virginia) as provided by law. Enforcement of this section shall be by the town police department.
- (1) Any Berryville Police Department officer who is summonsed to the scene of an open burn in violation of this section shall instruct the owner or other person to extinguish the fire. If necessary, the fire department with jurisdiction may be called upon to assist with extinguishment.
  - (2) Each separate incident may be considered a new violation.

(Ord. of 4-10-07)

~~State Law reference Authority for towns to regulate the making of fires, § 15.2-1118; regulating the burning of woods brush, etc., penalties; § 10.1-114; state air pollution control board, 9VAC 5-40-5641.~~

VOTE:

Recorded Vote:

Ayes: *Unanimous vote vote*

Nays:

Abstain:

Absent During Meeting:

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

Date: November 14, 2023

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

Date: November 14, 2023

AN ORDINANCE AMENDING CHAPTER 2 OF THE  
CODE OF THE TOWN OF BERRYVILLE

BE IT ORDAINED, by the Council of Town of Berryville, that Chapter 2 –  
ADMINISTRATION, of the Code of the Town of Berryville, is amended as follows:

Sec. 2-8. - Parts of official safety program designated.

~~The John H. Enders Fire Company, Inc., its Rescue Squad and their membership and the  
Berryville Police Department and its membership are hereby declared to be an integral part of  
the official safety program of the town.~~

The following entities and their membership are hereby declared to be an integral part of  
the official safety program of the town:

- i. John H. Enders Fire Company Inc.
- ii. The Berryville Police Department
- iii. Clarke County Department of Fire and EMS

( Ord. of 9-27-18 )

**Editor's note**— The above section was adopted pursuant to the Line of Duty Act, § 9-  
400 9.1-400, et seq. of the Code of Virginia.

VOTE:

Recorded Vote:

Ayes: *Unanimous voice vote*

Nays:

Abstain:

Absent During Meeting:

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

Date: November 14, 2023

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

Date: November 14, 2023

AN ORDINANCE AMENDING CHAPTER 13 OF THE  
CODE OF THE TOWN OF BERRYVILLE

BE IT ORDAINED, by the Council of Town of Berryville, that Chapter 13 – OFFENSES - MISCELLANEOUS, of the Code of the Town of Berryville, is amended as follows:

• ~~Sec. 13-30. – Open storage of inoperative vehicles in certain zoning districts.~~

~~(a) It shall be unlawful and a Class 4 misdemeanor for any person, firm or corporation to keep, except within a fully enclosed building or structure or otherwise shielded or screened from view, on any property zoned for residential or commercial purposes, any motor vehicle, trailer, or semi-trailer, as such are defined in § 46.2-100 of the Code of Virginia, which is inoperative. As used in this section, an "inoperative motor vehicle" shall mean any motor vehicle which is not in operating condition; or which for a period of sixty (60) days or longer has been partially or totally disassembled by the removal of tires and wheels, the engine, or other essential parts required for the operation of the vehicle, or on which there are displayed neither valid license plates nor a valid inspection decal. However, the provisions of this act shall not apply to licensed business which on June 26, 1970, is regularly engaged in the business as an automobile dealer, salvage dealer or scrap processor.~~

~~(b) A maximum of one (1) inoperable motor vehicle, trailer, or semi-trailer may be kept outside of a fully enclosed building or structure, as long as such vehicle, trailer, or semi-trailer is shielded or screened from view. "Shielded or screened from view" means not visible by someone standing at ground level from outside of the property on which the subject vehicle is located or the vehicle is covered by a cover made for vehicles.~~

~~(c) The owners of property zoned for residential or commercial purposes shall, at such time or times as the council may prescribe, remove therefrom any such vehicles, trailers or semi-trailer described above that are not kept within a fully enclosed building or structure.~~

~~(d) The town manager through the town's agents and employees may remove such inoperable motor vehicles, trailers, or semi-trailers as hereinabove described whenever the owner of the premises, after reasonable notice, has failed to do so. Reasonable notice may be given by first class and registered or certified mail addressed to the owner of the premises, as shown on the current real estate tax records, at the address to which the real estate tax bill is mailed; personal service upon an owner of the premises upon which the vehicles are located; or conspicuously posting~~

~~notice of the violation upon the premises where the inoperative motor vehicles are located. In the event any such motor vehicle, trailer, or semi-trailer is so removed, the town manager through the town's agents and employees may dispose of the same, after giving additional notice to the owner of the vehicle.~~

~~(e) The cost of any such removal and disposal shall be chargeable to the owner of the vehicle or premises and may be collected by the town as taxes and levies are collected. Every such cost with which the owner of the premises has been assessed shall constitute a lien against the property from which the vehicle was removed, the lien to continue until actual payment of such cost has been made to the town.~~

~~(Ord. of 7-18-85; Ord. of 5-9-89; Ord. of 6-13-06; Ord. of 12-9-14(1))~~

~~Cross reference—Penalty for Class 4 misdemeanor, § 1-11; motor vehicles and traffic; Ch. 10; zoning ordinance, App. A.~~

~~State Law reference—Authority for above section, Code of Virginia, § 15.2-904.~~

**Sec. 13-30. - Reserved**

VOTE:

Recorded Vote:

Ayes: *Unanimous voice vote*

Nays:

Abstain:

Absent During Meeting:

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

Date: November 14, 2023

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

Date: November 14, 2023

December 12, 2023  
Discussion

Invitation for Bids – Tree/Bush Removal and Tree/Brush Takedown Services

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*December 12, 2023 Report*

Update

At its meeting on November 14, 2023, the Town Council approved the issuance of IBF #2023-03.

The IFB was issued on November 15, 2023.

A prebid conference was held on November 30, 2023. Thirteen firms attended the meeting and toured the work areas.

Bidder questions were due on December 6, 2023.

The Town will issue an addendum answering questions and clarifying the IFB by 5:00 p.m. ET on December 12, 2023.

The IFB bid opening will occur on December 18, 2023.

The Town Council will meet on December 21, 2023 to review the bid submissions and determine what direction it will provide to staff in this matter.

Recommended Action

The Council is asked to set a special meeting on December 21, 2023 at 3:00 p.m. At this meeting the bids would be reviewed in closed session. It is hoped that the Council will be able to take action and direct staff to secure the services of a contractor.

Sample Motion

I move that the Council of the Town of Berryville set a special meeting to be held on December 21, 2023 at 3:00 p.m.

*November 14, 2023 Report*

Background

The Town planning to have an upgraded water treatment plant constructed and operating by the end of 2026. The work on the treatment plant and the repair work to the intake facility will require a considerable amount of tree clearing. Further, the Town is planning to complete fencing the land that it acquired north of the Public Works facility in 2021. Tree clearing is required at that site as well.

At present, tree clearing may only occur between November 15 and March 31 because of the nesting season of a certain species of bat.

If the permissible clearing window is not met this year, then the work will have to occur in the fall winter of 24/25.

Request

Town staff requests that the Council review the attached IFB that would permit the Town to secure a contractor to fell trees within the permissible timeframe, and authorize its issuance.

Sample Motion

I move that the Council of the Town of Berryville authorize the Town Manager to issue IFB #2023-03 Tree/Brush Removal and Tree/Brush Takedown Services. I further move that the Town Manager is authorized to make necessary amendments and/or provide bidders with addenda to the IFB.



**A RESOLUTION OF THE COUNCIL OF THE TOWN OF BERRYVILLE HONORING  
SHERIFF TONY ROPER ON THE OCCASION OF HIS RETIREMENT**

**WHEREAS Sheriff Tony Roper served with the Clarke County Sheriff's Office from 1978 to 1987 and then from 1989 through 2023; and**

**WHEREAS Sheriff Roper served in the Sheriff's Office as a radio communications officer and proceeded to serve as a correctional officer, road deputy, and investigator; and**

**WHEREAS he served as an investigator with the Loudoun County Sheriff's office from 1987 through 1989 and became an investigator with the Clarke County Sheriff's Office in 1989; and**

**WHEREAS Sheriff Roper served as Clarke County Sheriff from 2004 through 2023; and**

**WHEREAS he graduated from the Virginia Forensic Science Academy, the FBI National Academy, and the National Sheriffs' Institute; and**

**WHEREAS Sheriff Roper established the Northwest Virginia Regional Gang Task Force and was a founding member of the Northwest Virginia Regional Drug Task Force and the FBI Regional Crime Task Force; and**

**WHEREAS Sheriff Roper has served as president of the Virginia Sheriffs' Institute, chairman of the Skyline Regional Criminal Justice Academy Executive Board, and chairman of Northwest Virginia Regional Drug and Gang Task Force Command Board;**

**NOW, THEREFORE, BE IT RESOLVED, on the occasion of his retirement, that the Council of the Town of Berryville honors Sheriff Tony Roper's tireless dedication to professional excellence and to the wellbeing of the residents of Berryville and Clarke County.**

**By order of the Town Council this 12<sup>th</sup> day of December, 2023.**

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**Harry Lee Arnold Jr., Mayor**

---

**Erecka L. Gibson, Vice Mayor**

**William Steinmetz**  
*Ward 1*

*Council Members*  
**Diane Harrison**  
*Ward 2*

**Grant Mazzarino**  
*Ward 3*

**Ryan Tibbens**  
*Ward 4*

**Keith R. Dalton**  
*Town Manager*

## **Report of the Department of Public Works December 5, 2023**

### **General Information**

Leaf collection is going well. Weather permitting, we will extend the collection date to ensure all areas receive the same number of collection days.

All of our snow removal equipment has been serviced and inspected and is ready for the first winter weather event.

### **Water**

Public Works is in the process of finalizing the Rockcroft subdivision water improvement project. This has been an extended project for various reasons and we are now finally in the last phase. With some good weather we should have this project completed by the end of the month.

### **Sewer**

South Buckmarsh Street pump station experienced a failure this past month. The problem was electrical and we needed to replace two relays in the control panel. I brought in a contractor to replace the relays. They responded and repaired the panel and placed the station back into service.

**Public Utilities Department Report**  
**12 December 2023**

**Item Title:** Department Update

**Prepared By:** Jean Petti

**Water Treatment Plant Activity**

Expanded and special testing for disinfection by-products (DBP) and other constituents continues. As directed by VDH, alternative coagulant products are undergoing operational evaluation. Staff continues twice monthly meetings with engineers and VDH staff, flushing of distributions lines, and is pursuing additional evaluation of plant optimization efforts.

In anticipation of cooler weather, the faulty PTAC unit (heating and air) was replaced in the laboratory.

Backup generators have been inspected and will be fitted with new belts, batteries, filters, and coolant as needed to be ready for winter storms.

**Wastewater Treatment Plant Activity**

Drains have been installed on drum screens to permit faster assessment and repairs of drum screens when needed. Additional debris guards have also been installed on the drum screens.

We experienced 4 effluent wet well overflows during the Thanksgiving holiday weekend due to communication failures between equipment. With Inboden Environmental services (IES) assistance, our operators prevented any material from traveling offsite. Special thanks to operator H. Warren McCormick, who spent more of the holiday weekend working than being at home.

**Department General Activity**

Laboratory equipment has been calibrated at both the water and wastewater treatment laboratories.

There are (3) three vacancies in the department. IES has pledged us additional support while we seek staff.

**Attachments:** None



## BERRYVILLE POLICE DEPARTMENT

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

### MEMO

**DATE: 12/07/2023**  
**TO: Town Council**  
**FROM: Chief W. Neal White**  
**CC:**  
**RE: Police Department Monthly Report – 12/12/2023**

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#### **Monthly Activity Report**

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

#### **Public Safety Committee**

The Public Safety Committee did not meet in November 2023.

#### **Christmas Parade**

The Christmas parade took place on December 2, 2023 and there was a big turnout from the community. All went well and I did not receive any concerns from the community.

#### **Holiday Toy Drive**

The department is again collecting new, unwrapped toys to be distributed to less fortunate families in the town and county through Clarke County Social Services. The support so far has been remarkable as we have already delivered one truck load at this point. We will continue to collect items over the next few weeks. Thank you to everyone for the tremendous support.



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### **Employee Recognition**

Senior Officer Joseph Shoremount graduated from the Virginia Department of Forensic Science Academy in November. Senior Officer Shoremount attended the nine week program in Richmond where he was instructed by scientists and staff from the Department of Forensic Science on best practices for evidence collection, preservation, and submission. To the best of my knowledge, Senior Officer Shoremount was the first member of the Berryville Police Department to be selected and complete this advanced training. I would also like to recognize the fact that many members of the department also made sacrifices during this nine week period by altering their work schedules so that Senior Officer Shoremount could attend this lengthy training. It truly took a team to make this successful and was a shining example of the "service over self" mentality that is the part of the character of all department members.

Senior Officer Shoremount was also recognized by the Horse Shoe Curve Benevolent Association as the Berryville Police Department Officer of the Year during an awards ceremony in November.



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W. Neal White – Chief of Police

# Police and Security Report

Month/Year: November	Year To Date 2023	November 2023	October 2023
<b><u>Complaints Answered</u></b>			
911 Hang Up:	9	1	0
Alarms:	68	6	4
Animal Complaint:	115	11	14
Assault:	21	1	0
Assist County:	128	9	13
Assist EMS and Fire:	103	6	13
Auto Larceny:	0	0	0
Burglary:	3	0	1
Civil Complaints:	94	4	13
Disturbance:	36	4	1
Domestic Disturbance:	30	0	6
Driving Under the Influence	5	1	1
Drunk In Public:	1	0	0
Fraud:	22	5	2
Larceny:	38	0	3
Harassment/Intimidation:	22	3	4
Homicide:	0	0	0
Identity Theft	8	3	1
Juvenile Related:	29	2	2
Mental Health Crisis:	89	5	5
Narcotics Related:	4	0	0
Noise	36	1	8
Public Service:	8	0	4
Sexual Assault:	1	0	1
Robbery:	0	0	0
Shoplifting:	0	0	0
Suspicious Activity:	122	13	21
Trespassing:	6	0	1
Vandalism:	32	4	1
Welfare Check:	100	9	8
Miscellaneous Complaints:	639	38	59
<b>Total Complaints Answered:</b>	<b>1769</b>	<b>126</b>	<b>186</b>



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### Police and Security Report (Continued)

	Year To Date 2023	November 2023	October 2023
<b><u>Traffic</u></b>			
Accidents Investigated:	53	10	4
Assist Motorist:	0	0	0
Child Safety Seat Install:	8	0	0
Funeral Escort:	27	4	2
Hit & Run:	13	2	4
Parking Tickets:	149	1	0
Traffic Warnings:	241	45	30
<b><u>Traffic Summons Issued</u></b>			
Defective Equipment:	0	0	0
Driving Suspended:	1	0	0
Expired Inspection:	3	0	0
Expired Registration:	2	0	0
Fail to Obey Highway Sign:	61	3	2
Fail to Obey Traffic Signals:	1	1	0
Fail to Stop/Lights & Siren:	0	0	0
Fail to Yield Right of Way:	2	0	0
Hit and Run:	0	0	0
No Liability Insurance:	0	0	0
No Operator's License:	7	1	1
No Seat Belt:	0	0	0
Reckless Driving:	6	1	2
Speeding:	51	5	6
Miscellaneous Summons:	7	1	1
<b>Total Traffic Summons Issued:</b>	<b>141</b>	<b>12</b>	<b>12</b>
<b><u>Found Open at Businesses in Town</u></b>			
Doors:	10	0	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	November 2023	October 2023
<b><u>Criminal Papers Served</u></b>			
Abduction:	0	0	0
Arson:	0	0	0
Assault and Battery:	19	0	0
Assault and Battery on Police Officer:	2	0	0
Auto Larceny:	0	0	0
Breaking and Entering:	0	0	0
Capias:	3	0	0
Disorderly Conduct:	1	1	0
Driving Under the Influence:	5	1	1
Drunk In Public:	4	0	0
Fail to Obey Police Officer:	1	0	0
Fail to Pay Parking Ticket:	0	0	0
Forgery:	1	0	0
Fraud:	4	0	0
Homicide:	0	0	0
Illegal Drugs/Paraphernalia:	7	0	0
Larceny:	2	0	0
Possess Alcohol Underage:	1	0	0
Protective Order Violations:	6	0	0
Rape:	0	0	0
Resisting Arrest:	1	0	0
Robbery:	0	0	0
Shoplifting:	19	0	0
Trespassing:	0	0	0
Vandalism:	4	0	0
Weapons Violation:	0	0	0
Miscellaneous Criminal Arrests:	38	1	7
<b>Juvenile Detention Order Totals:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Criminal Arrests:</b>	<b>118</b>	<b>3</b>	<b>8</b>



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 W. Neal White – Chief of Police

### Police and Security Report (Continued)

	Year To Date 2023	November 2023	October 2023
<b><u>Response to Resistance</u></b>			
Total Community Interface	2325	196	244
Total Enforcement Contacts	471	60	20
Physical Custody	27	3	1
Reported Force Involved	3	0	0
Administrative Review - Justified	3	0	0
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	2	0	0
Takedown	1	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	12	1	0
Black Male	9	1	1
Other Male	0	0	0
White Female	5	0	0
Black Female	1	1	0
Other Female	0	0	0

## Town Council Agenda Item Report Summary

December 12, 2023

### Item Title

Community Development Update

### Prepared By

Christy Dunkle

---

### Planning Commission

The Planning Commission held a meeting on Tuesday, November 28, 2023. They continued the following public hearing:

**Friant Enterprises #1, LLC; Friant Enterprises #2, LLC; Friant Enterprises #3, LLC (Owners) (Tony Free, Vice President, DR Horton, Inc., Agent) are requesting a rezoning of the properties identified as 14-A-80 and 14-A-112 consisting of approximately 100 acres. The properties are currently zoned OSR Open Space Residential; DR-1 Detached Residential-1; DR-2 Detached Residential-2; and BP Business Park. The proposed zoning for a portion of the properties identified above is DR-4 Detached Residential-4. RZ 01-23**

Action was deferred to their next meeting which is scheduled for Tuesday, January 23, 2024 at 7:00 p.m. per the applicant's request.

### Berryville Area Development Authority

The BADA has not held a meeting since the last Council meeting. Their next meeting is scheduled for Wednesday, December 20, 2023 at 5:00 p.m.

### Architectural Review Board

The ARB held a meeting on Wednesday, November 29, 2023. They reviewed the following sign request:

**Huntley Dillon, Owner, The Lash Barn, is requesting a Certificate of Appropriateness in order to install a freestanding sign at the property located at 110 West Main Street, identified as Tax Map Parcel number 14A1-((A))-49, zoned C General Commercial. *The request was approved as presented.***

The ARB also judged the Berryville Main Street Parking Meter Contest.

Their next meeting is scheduled for Wednesday, January 3, 2024 at 12:30 p.m.

### Tree Board

The Tree Board has not held a meeting since the last Council meeting. Their organizational meeting is scheduled for Wednesday, January 3, 2024.

### Board of Zoning Appeals

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

## Town Council Agenda Item Report Summary

December 12, 2023

### Item Title

Construction Project Update

### Prepared By

Christy Dunkle

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#### Shenandoah Crossing Subdivision

- 82 single-family homes
- Developed by D.R. Horton, Inc.
- Zoned DR-2 Detached Residential
- Cluster layout
- HOA-maintained facilities
- Final paving is anticipated this summer
- All homes have been completed
- Staff continues to meet with the developer to discuss sidewalk repairs and bond reduction
- Paving took place in September

#### Fellowship Square Subdivision

- 50 single-family homes
- Zoned DR-4 Detached Residential
- Cluster layout
- HOA-maintained facilities
- All 50 lots are constructed
- Paving took place in September

#### 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
- Housing construction has been completed; one lot remains bonded by the Town for grading and final stabilization
- Town staff will conduct a final walkthrough for sidewalk, curb, and gutter

# **ADMINISTRATION/FINANCE**

# Cash Balance Report

Period Ending 11/30/2023

Town of Berryville

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Bank 1	Bank of Clarke Operating Acct#- 1138499	
	Account	Balance
	100-1140000-0000 B/C OPR	-\$277,114.36
	501-1140000-0000 B/C OPR	-\$704,904.15
	502-1140000-0000 B/C OPR	\$85,384.36
	Bank 1	Total: -\$896,634.15
Bank 2	Bank of Clarke NOW Acct#- 1138502	
	Account	Balance
	100-1149000-0000 B/C NOW	\$9,933,947.08
	501-1149000-0000 B/C NOW	\$352,430.89
	502-1149000-0000 B/C NOW	\$6,390,596.32
	Bank 2	Total: \$16,676,974.29
Bank 3	Bank of Clarke Payroll Acct#- 1139510	
	Account	Balance
	100-1121000-0000 CASH/ BC PAYROLL	-\$33,110.17
	501-1121000-0000 CASH/BC PAYROLL	-\$27,826.14
	502-1121000-0000 CASH/BC PAYROLL	-\$20,684.42
	Bank 3	Total: -\$81,620.73
Bank 4	Bank of Clarke CIP Acct#- 1138405	
	Account	Balance
	100-1123000-0000 BC/CIP CD	\$631,605.41
	501-1123000-0000 BC/CIP	\$3,631,938.23
	502-1123000-0000 BC/CIP	\$4,007,257.86
	Bank 4	Total: \$8,270,801.50
Bank 5	Bank of Clarke SW Acct#- 1138413	
	Account	Balance
	100-1128000-0000 BC/SWMGT CD	\$475,547.37
	Bank 5	Total: \$475,547.37
Bank 6	Bank of Clarke PDAF Acct#- 1138421	
	Account	Balance
	100-1131000-0000 PD ASSET FORFEITURE	\$27,332.69
	Bank 6	Total: \$27,332.69
Bank 7	Bank of Clarke DSR Acct#- 1138456	
	Account	Balance
	100-1124000-0000 BC/RDA DEBT SER RES	\$111,957.45
	Bank 7	Total: \$111,957.45
Bank 9	Bank of Clarke RAU Acct#- 1138472	
	Account	Balance

# Cash Balance Report

Period Ending 11/30/2023

Town of Berryville  
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100-1145000-0000 BCC Rau Account		\$947.73
Bank 9		Total: \$947.73
Bank 10	Bank of Clarke VRA Reserve Acct#- 6041647	Balance
Account		
502-1155000-0000 BC/VRA Reserve Account		\$470,000.00
Bank 10		Total: \$470,000.00
Bank 11	Bank of Clarke Proffer Reserve Acct#- 1897098	Balance
Account		
100-1126000-0000 Cash BC/Proffers Reserve		\$90,611.48
501-1126000-0000 CASH/BC Proffers Reserve		\$0.00
502-1126000-0000 CASH/BC Proffers Reserve		\$0.00
Bank 11		Total: \$90,611.48
Bank 12	Bank of Clarke Performance Bonds Acct#- 1910841	Balance
Account		
100-1135000-0000 B/C PERFORMANCE BONDS		\$11,299.07
Bank 12		Total: \$11,299.07
Bank 13	TRUIST Acct#- 5137523525	Balance
Account		
100-1130000-0000 CASH/TRUIST		\$568,559.45
501-1130000-0000 CASH/TRUIST		\$0.00
502-1130000-0000 CASH/TRUIST		\$0.00
Bank 13		Total: \$568,559.45
Bank 14	Bank of Clarke PD Contributions Acct#- 5759859	Balance
Account		
100-1133000-0000 PD Contributions		\$5,866.85
Bank 14		Total: \$5,866.85
Total Cash Balance:		\$25,731,643.00

## Check Listing

Date From: 11/1/2023 Date To: 11/30/2023  
Vendor Range: 1-800 FLOWERS - ZUKOWSKI FLEET SERVICES INC

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Check Number	Bank	Vendor	Date	Amount
8458	1	COMBS WASTEWATER MANAGEMENT LLC	11/08/2023	<u>\$75.00</u>
		100-2100000-0000	\$75.00	
8459	1	CORE & MAIN LP	11/08/2023	<u>\$12,148.95</u>
		501-2100000-0000	\$12,148.95	
8460	1	CROWN TROPHY LLC	11/08/2023	<u>\$116.00</u>
		100-2100000-0000	\$116.00	
8461	1	H2O Pipe Cleaning LLC	11/08/2023	<u>\$2,580.00</u>
		502-2100000-0000	\$2,580.00	
8462	1	INBODEN ENVIRONMENTAL SVCS	11/08/2023	<u>\$8,562.70</u>
		502-2100000-0000	\$8,562.70	
8463	1	Indian River Equipment Co.	11/08/2023	<u>\$554.85</u>
		502-2100000-0000	\$554.85	
8464	1	Michelle M. Jones	11/08/2023	<u>\$940.00</u>
		100-2100000-0000	\$940.00	
8465	1	Quadient Inc	11/08/2023	<u>\$319.00</u>
		100-2100000-0000	\$319.00	
8466	1	Red Bud Supply	11/08/2023	<u>\$78.73</u>
		502-2100000-0000	\$78.73	
8467	1	REPUBLIC SERVICES # 976	11/08/2023	<u>\$4,004.90</u>
		502-2100000-0000	\$4,004.90	
8468	1	Southern Software, Inc.	11/08/2023	<u>\$1,125.00</u>
		100-2100000-0000	\$1,125.00	
8469	1	The Hall Company	11/08/2023	<u>\$5,478.53</u>
		502-2100000-0000	\$2,739.26	
		501-2100000-0000	\$2,739.27	
8470	1	The Winchester Star	11/08/2023	<u>\$1,163.87</u>
		100-2100000-0000	\$1,163.87	
8471	1	THOMSON REUTERS	11/08/2023	<u>\$104.00</u>
		100-2100000-0000	\$104.00	
8472	1	Treasurer of Frederick County	11/08/2023	<u>\$5,621.56</u>
		100-2100000-0000	\$2,881.56	
		502-2100000-0000	\$2,740.00	
8473	1	UBEO MIDCO LLC	11/08/2023	<u>\$276.94</u>
		100-2100000-0000	\$200.99	
		501-2100000-0000	\$37.97	
		502-2100000-0000	\$37.98	
8474	1	VUPS	11/08/2023	<u>\$90.20</u>
		501-2100000-0000	\$90.20	
8475	1	ANDERSON LAWN CARE, INC.	11/15/2023	<u>\$2,093.97</u>

## Check Listing

Date From: 11/1/2023 Date To: 11/30/2023

Vendor Range: 1-800 FLOWERS - ZUKOWSKI FLEET SERVICES INC

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Check Number	Bank	Vendor	Date	Amount
		100-2100000-0000	\$600.00	
		501-2100000-0000	\$1,193.97	
		502-2100000-0000	\$300.00	
8476	1	AT&T	11/15/2023	<u>\$460.89</u>
		100-2100000-0000	\$460.89	
8477	1	Commercial Press Inc	11/15/2023	<u>\$91.75</u>
		100-2100000-0000	\$91.75	
8478	1	FLOMEC INC	11/15/2023	<u>\$7,912.50</u>
		501-2100000-0000	\$7,912.50	
8479	1	FRAZIER & FRAZIER INC	11/15/2023	<u>\$4,515.00</u>
		100-2100000-0000	\$4,515.00	
8480	1	Hall, Monahan, Engle, Mahan & Mitchell	11/15/2023	<u>\$4,886.50</u>
		100-2100000-0000	\$4,886.50	
8481	1	J. J. KELLER & ASSOCIATES INC	11/15/2023	<u>\$284.42</u>
		100-2100000-0000	\$284.42	
8482	1	Keith Dalton	11/15/2023	<u>\$50.00</u>
		100-2100000-0000	\$50.00	
8483	1	Minnesota Life Insurance Co.	11/15/2023	<u>\$252.59</u>
		100-2100000-0000	\$151.78	
		502-2100000-0000	\$33.61	
		501-2100000-0000	\$67.20	
8484	1	Municipal Safety Sales	11/15/2023	<u>\$866.12</u>
		100-2100000-0000	\$866.12	
8485	1	PATRICK DILLON	11/15/2023	<u>\$177.28</u>
		501-2100000-0000	\$37.28	
		502-2100000-0000	\$140.00	
8486	1	PENNONI ASSOCIATES INC	11/15/2023	<u>\$2,414.00</u>
		100-2100000-0000	\$2,414.00	
8487	1	SARAH C NOVAC	11/15/2023	<u>\$139.14</u>
		502-2100000-0000	\$128.53	
		501-2100000-0000	\$10.61	
8488	1	Stuart M. Perry, Inc	11/15/2023	<u>\$668.81</u>
		501-2100000-0000	\$668.81	
8489	1	The Hall Company	11/15/2023	<u>\$1,511.55</u>
		100-2100000-0000	\$1,511.55	
8490	1	The Power Connection, Inc.	11/15/2023	<u>\$778.80</u>
		502-2100000-0000	\$778.80	
8491	1	VALLEY REGIONAL ENTERPRISES, INC.	11/15/2023	<u>\$100.00</u>
		100-2100000-0000	\$100.00	
8492	1	Waterloo Electric Service, LLC	11/15/2023	<u>\$655.54</u>

## Check Listing

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Vendor Range: 1-800 FLOWERS - ZUKOWSKI FLEET SERVICES INC

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Check Number	Bank	Vendor	Date	Amount
8493	1	CHRISTENSEN ALAIA MARIA 8075	11/21/2023	\$85.00
8494	1	Cummins Inc	11/21/2023	\$6,361.54
8495	1	DS SERVICES OF AMERICA INC	11/21/2023	\$123.58
8496	1	PENNONI ASSOCIATES INC	11/21/2023	\$19,625.46
8497	1	TENCARVA	11/21/2023	\$17.59
8498	1	Tyler Technologies	11/21/2023	\$2,945.04
8499	1	AUGUSTA ACTUATION LLC	11/30/2023	\$1,340.00
8500	1	Carmeuse Lime, Inc	11/30/2023	\$5,819.87
8501	1	CONNOR GREEN	11/30/2023	\$175.65
8502	1	CONSOLIDATED ELECTRIC	11/30/2023	\$2,522.50
8503	1	Daly	11/30/2023	\$29,580.00
8504	1	DAVIS BRIAN SCOTT 3908	11/30/2023	\$42.39
8505	1	General Excavation, Inc	11/30/2023	\$229,074.45
8506	1	Gwen Malone	11/30/2023	\$40.00
8507	1	Kim S. Kemp	11/30/2023	\$40.00
8508	1	MCCOMAS MATTHEW S 2599	11/30/2023	\$35.00
8509	1	MICHAEL EUGENE BELL JR	11/30/2023	\$40.00
8510	1	Michelle K. Marino	11/30/2023	\$40.00
8511	1	PENNONI ASSOCIATES INC	11/30/2023	\$8,417.50

## Check Listing

Date From: 11/1/2023 Date To: 11/30/2023

Vendor Range: 1-800 FLOWERS - ZUKOWSKI FLEET SERVICES INC

Town of Berryville  
12/07/2023 02:54 PM

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Check Number	Bank	Vendor	Date	Amount
8512	1	RYAN MAY ELIZABETH 11077	11/30/2023	<u>\$119.92</u>
		..... 100-2100000-0000	\$119.92	
8513	1	Sheryl Reid	11/30/2023	<u>\$40.00</u>
		..... 100-2100000-0000	\$40.00	
8514	1	STAVISH RENEE DEANDRADE 7747	11/30/2023	<u>\$32.60</u>
		..... 100-2100000-0000	\$32.60	
8515	1	Susan Wu	11/30/2023	<u>\$9,650.00</u>
		..... 100-2100000-0000	\$9,650.00	
8516	1	Thomas Randall Parker Jr.	11/30/2023	<u>\$40.00</u>
		..... 100-2100000-0000	\$40.00	
8517	1	Tojan Technologies	11/30/2023	<u>\$3,494.11</u>
		..... 502-2100000-0000	\$3,494.11	
8518	1	VIRASEC IT Support Services, Inc.	11/30/2023	<u>\$3,710.97</u>
		..... 100-2100000-0000	\$3,710.97	
8519	1	William Steinmetz	11/30/2023	<u>\$75.00</u>
		..... 100-2100000-0000	\$75.00	
62	Checks Totaling -			<u>\$394,587.26</u>

### Totals By Fund

Fund	Checks	Voids	Total
100	\$78,446.39		\$78,446.39
501	\$273,606.67		\$273,606.67
502	\$42,534.20		\$42,534.20
Totals:	\$394,587.26		\$394,587.26

BERRYVILLE TOWN OF

November 01, 2023 - November 30, 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> 1.509.353.6656 24 Hours  <b>For Lost or Stolen Card:</b> 1.888.449.2273 24 Hours	Statement Date ..... 11/30/23 Payment Due Date ..... 12/25/23 Days in Billing Cycle ..... 30 Credit Limit ..... \$500,000 Cash Limit ..... \$0 Total Payment Due ..... <b>\$106,433.40</b>	Previous Balance ..... \$84,375.99 Payments ..... -\$84,375.99 Credits ..... -\$1,933.20 Cash ..... \$0.00 Purchases ..... \$108,366.60 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 ..... <b>\$106,433.40</b>

**Important Messages**

Please do not send payment. Your automatic payment is scheduled to be credited to this account on 12/22/23.

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
<i>Credit Limit</i>				

8437599 0643340 0643340 4715291201837237

Account Number [REDACTED]  
 November 01, 2023 - November 30, 2023

Total Payment Due ..... **\$106,433.40**  
 Payment Due Date ..... **12/25/23**

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.

Customer Service:	For questions regarding transactions, general assistance, and reporting lost and stolen cards, call:	
	<u>Within the U.S.</u> 1.888.449.2273	<u>Outside the U.S.</u> 1.509.353.6656 (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]  
 November 01, 2023 - November 30, 2023  
 Page 3 of 6

**Cardholder Activity Summary**

<i>Account Number</i>	<i>Credits</i>	<i>Cash</i>	<i>Purchases and Other Debits</i>	<i>Total Activity</i>
BOOR, RICK [REDACTED]				
15,000	0.00	0.00	2,218.65	2,218.65
BOOTH, KEVIN [REDACTED]				
1,000	0.00	0.00	168.30	168.30
BRISTOL, TIM [REDACTED]				
5,000	0.00	0.00	50.00	50.00
BUSSERT, ERNIE [REDACTED]				
50,000	0.00	0.00	20,183.10	20,183.10
COLE, HEIDI [REDACTED]				
50,000	0.00	0.00	10,103.23	10,103.23
CULP, PAUL [REDACTED]				
5,000	0.00	0.00	407.81	407.81
DALTON, KEITH [REDACTED]				
50,000	0.00	0.00	41,761.74	41,761.74
DUNKLE, CHRISTY [REDACTED]				
500	0.00	0.00	123.81	123.81
ELLIOTT, RALPH [REDACTED]				
5,000	0.00	0.00	645.91	645.91
FERREBEE, DARRELL [REDACTED]				
500	0.00	0.00	142.60	142.60
GRIFFITH, RICHARD A [REDACTED]				
500	0.00	0.00	42.65	42.65
JOHNSON, KAREN [REDACTED]				
1,000	0.00	0.00	0.63	0.63
LAMBERT, TRAE [REDACTED]				
500	0.00	0.00	9.08	9.08
MCCORMICK, HARRY [REDACTED]				
500	0.00	0.00	152.75	152.75
PETTI, JEAN [REDACTED]				
50,000	1,933.20	0.00	25,332.07	23,398.87
POULIN, CYNTHIA [REDACTED]				
5,000	0.00	0.00	2,782.84	2,782.84
SHEETZ, CULLEN [REDACTED]				
500	0.00	0.00	43.08	43.08
SHOREMOUNT, JOSEPH E [REDACTED]				
500	0.00	0.00	267.92	267.92
STOVER, KEITH [REDACTED]				
5,000	0.00	0.00	1,540.76	1,540.76
WHITE, NEAL [REDACTED]				
15,000	0.00	0.00	2,389.67	2,389.67

**BERRYVILLE TOWN OF**

November 01, 2023 - November 30, 2023

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<b>Transactions</b>						
Posting	Transaction					
Date	Date	Description	Reference Number	MCC	Charge	Credit
<b>BERRYVILLE TOWN OF</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>-\$84,375.99</b>
11/24	11/24	AUTO PAYMENT DEDUCTION		0071		84,375.99
<b>BOOR, RICK</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>2,218.66</b>
11/07	11/06	WWVP*PEST MGMT SRVS. 703-723-2899 VA	24445003310300592371203	7342	74.00	
11/20	11/17	GRIFFITH ENERGY SERVIC 888-474-3391 MD	24941683321200757301778	4900	2,144.65	
<b>BOOTH, KEVIN</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>168.30</b>
11/09	11/08	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973313091408000016	5251	35.22	
11/14	11/13	LOWES #02724* Winchester VA	24692163317104062404360	5200	11.88	
11/16	11/15	FISHER AUTO PARTS 009 BERRYVILLE VA	24431063320200824600130	5533	19.81	
11/16	11/15	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973320091402000021	5251	8.81	
11/20	11/17	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973322091406000389	5251	49.47	
11/30	11/29	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973334091408000037	5251	43.11	
<b>BRISTOL, TIM</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>50.00</b>
11/21	11/20	FESTIVAL CLEANERS BERRYVILLE VA	24022443324900010600084	7216	50.00	
<b>BUSSERT, ERNIE</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>20,183.10</b>
11/01	10/31	USABlueBook Atlanta GA	24793383304001803637075	5085	2,838.90	
11/01	10/31	JNO. S SOLENBERGER AND C WINCHESTER VA	24138293305400000834416	5251	16.86	
11/02	11/01	USABlueBook Atlanta GA	24793383305001437415079	5085	464.05	
11/02	11/01	COYNE CHEMICAL CROYDON PA	24137463305300832443735	5169	1,026.60	
11/02	11/01	COYNE CHEMICAL CROYDON PA	24137463305300832443818	5169	6,128.08	
11/02	11/01	COYNE CHEMICAL CROYDON PA	24137463305300832443990	5169	1,555.60	
11/03	11/02	ATCO INTERNATIONAL 770-424-7550 GA	24559163306017027831060	5085	262.05	
11/08	11/07	COYNE CHEMICAL CROYDON PA	24137463311300785084694	5169	1,026.60	
11/08	11/07	COYNE CHEMICAL CROYDON PA	24137463311300785084777	5169	3,946.95	
11/09	11/08	TENCARVA MACHINERY COMPAN336-6651435 NC	24183103312900012425083	5085	17.59	
11/13	11/11	USABlueBook Atlanta GA	24793383315002221856054	5085	466.05	
11/15	11/13	MCMaster-CARR 630-834-9600 IL	24789303318692200229850	5085	278.85	
11/15	11/13	MCMaster-CARR 630-834-9600 IL	24789303318692200232342	5085	371.16	
11/16	11/14	MCMaster-CARR 630-834-9600 IL	24789303319696700021062	5085	75.16	
11/17	11/16	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973321091404000036	5251	65.82	
11/24	11/23	USABlueBook Atlanta GA	24793383327002406025059	5085	755.13	
11/30	11/28	MCMaster-CARR 630-834-9600 IL	24789303333756700065774	5085	887.65	
<b>COLE, HEIDI</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>10,103.23</b>
11/30	11/29	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941663333083735821028	4900	10,000.00	
11/30	11/29	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941663333083731102365	4900	103.23	
<b>CULP, PAUL</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>407.81</b>
11/03	11/02	STAPLS7618271005000001 877-8267755 NJ	24164073306105514177085	5111	173.74	
11/06	11/03	STAPLS7618271005000002 877-8267755 NJ	24164073307105514177084	5111	35.19	
11/10	11/09	USPS PO 5107560300 BERRYVILLE VA	24137463314001479871191	9402	8.80	
11/16	11/16	AMZN Mktp US*IH3T06233 Amzn.com/billWA	24692163320105794749977	5942	7.22	
11/20	11/19	STAPLS7619847548000001 877-8267755 NJ	24164073323105360236679	5111	52.32	
11/24	11/23	STAPLS7620071563000001 877-8267755 NJ	24164073327105382883819	5111	38.58	
11/27	11/26	STAPLS7619859487000001 877-8267755 NJ	24164073330105173083145	5111	91.96	
<b>DALTON, KEITH</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>41,761.74</b>
11/14	11/13	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231683317747005041064	4900	10,000.00	
11/14	11/13	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231683317747005041015	4900	6,620.16	
11/14	11/13	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231683317747005041122	4900	5,141.58	
11/30	11/29	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941663333083717378203	4900	10,000.00	
11/30	11/29	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941663333083721158633	4900	10,000.00	
<b>DUNKLE, CHRISTY</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>123.81</b>
11/17	11/16	BERRYVILLE AUTO PARTS BERRYVILLE VA	24327433320703000414210	5533	20.00	
11/30	11/29	CAMINO REAL MEXICAN RE 540-9554730 VA	24000973333759201433916	5812	103.81	
<b>ELLIOTT, RALPH</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>646.91</b>
11/08	11/06	BROY & SON PUMP SERVICE BERRYVILLE VA	24073143311900011200024	1799	390.00	
11/17	11/16	ALTMED MEDICAL CTR- FR FRONT ROYAL VA	24493983320286693900036	8011	85.00	
11/17	11/16	STOKES GENERAL STORE CO IFRONT ROYAL VA	24755423320273208367778	5611	162.99	
11/28	11/27	BERRYVILLE TRUE VALUE BERRYVILLE VA	248019733320914040000603	5251	7.92	



**BERRYVILLE TOWN OF**

November 01, 2023 - November 30, 2023

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<b>Transactions</b>						
Posting	Transaction					
Date	Date	Description	Reference Number	MCC	Charge	Credit
<b>FERREBEE, DARRELL</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>142.60</b>
11/03	11/02	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973307091406000479	5251	24.49	
11/17	11/16	GIANT MARTINS #6558 BERRYVILLE VA	24692163320106338297895	5411	20.16	
11/20	11/17	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973322091406000033	5251	97.95	
<b>GRIFFITH, RICHARD A</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>42.65</b>
11/03	11/02	FISHER AUTO PARTS 009 BERRYVILLE VA	24431063307200824500113	5533	19.64	
11/03	11/02	FISHER AUTO PARTS 009 BERRYVILLE VA	24431063307200824500154	5533	23.01	
<b>JOHNSON, KAREN</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>0.63</b>
11/03	11/02	Amazon web services aws.amazon.coWA	24692163306105273023835	7399	0.63	
<b>LAMBERT, TRAE</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>9.08</b>
11/01	10/31	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973305091402000081	5251	9.08	
<b>MCCORMICK, HARRY</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>162.75</b>
11/30	11/29	LOWES #00858* WINCHESTER VA	24692163333107203409560	5200	123.68	
11/30	11/29	FASTENAL COMPANY 01VAVIN WINCHESTER VA	24137463333300767376641	5085	29.07	
<b>PETTI, JEAN</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>23,398.87</b>
11/14	11/13	GIANT MARTINS #6558 BERRYVILLE VA	24692163317103970925367	5411	112.62	
11/14	11/13	THREAD LOGIC 800-3471612 MN	24275393317900015831718	5137	320.05	
11/15	11/15	EZCATERSUBWAY 800-488-1803 MA	24492153319719320243119	5811	65.57	
11/16	11/13	FOXES PIZZA BERRYVILLE 540-9553697 VA	24000973319699901594310	5812	85.00	
11/20	11/17	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941663321083720229793	4900	2,040.00	
11/22	11/20	COYNE CHEMICAL 215-785-3000 PA	24137463325100588037830	5169	1,933.20	
11/24	11/20	COYNE CHEMICAL CROYDON PA	74137463325100626855495	5169		1,933.20
11/28	11/27	COYNE CHEMICAL CROYDON PA	24137463331300746844968	5169	3,040.35	
11/30	11/29	COYNE CHEMICAL CROYDON PA	24137463333300767424177	5169	1,205.60	
11/30	11/29	COYNE CHEMICAL CROYDON PA	24137463333300767424250	5169	16,529.68	
<b>POULIN, GYNTHIA</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>2,782.84</b>
11/06	11/03	VA DMV ONLINE BILLING PAY804-4977100 VA	24755423308733082998515	9399	400.00	
11/07	11/06	VIRGINIA STATE POLICE 804-2785305 VA	24755423311123115213220	9399	15.00	
11/07	11/06	VIRGINIA STATE POLICE 804-2785305 VA	24755423311123115213618	9399	15.00	
11/14	11/13	IN *TRUESHRED 888-7508783 VA	24692163317104131125079	7399	59.00	
11/20	11/18	COMCAST 800-COMCAST MD	24692163322107626989597	4899	160.79	
11/20	11/18	COMCAST 800-COMCAST MD	24692163322107626989753	4899	122.91	
11/20	11/18	VERIZONWRLSS*RTCCR VB 800-922-0204 FL	24692163322107699314939	4814	1,053.85	
11/20	11/18	VERIZON BILL PAYMENT 800-VERIZON FL	24692163322107716843308	4814	472.15	
11/20	11/18	VERIZON BILL PAYMENT 800-VERIZON FL	24692163322107716843316	4814	214.53	
11/24	11/22	MSFT * E0100PVGRF MSBILL.INFO WA	24430993326400819012068	5045	6.00	
11/24	11/23	MSFT * E0100PVQRG 800-6427676 WA	24204293327000101720069	5045	263.61	
<b>SHEETZ, CULLEN</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>43.08</b>
11/14	11/13	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973318091408000045	5251	43.08	
<b>SHOREMOUNT, JOSEPH E</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>267.92</b>
11/03	11/01	TEPPANYAKI GRILL AND BUFFHenrico VA	24426293306030042909460	5812	16.86	
11/06	11/03	122 TORCHYS SHORT PUMP GLEN ALLEN VA	24013393307000278035815	5812	34.21	
11/06	11/05	EXXON VIRGINIA CENTER GLEN ALLEN VA	24003223309752005056543	5542	67.13	
11/09	11/07	TEPPANYAKI GRILL AND BUFFHenrico VA	24426293312030040614056	5812	20.34	
11/10	11/08	TACO BELL 15854 GLEN ALLEN VA	24943003313838001057784	5814	14.17	
11/13	11/09	DAVE & BUSTERS #55 GLEN ALLEN VA	24116413314726703680154	5812	31.87	
11/15	11/14	EXXON FERNCLIFF EXXON KENTS STORE VA	24003223318752000847960	5542	66.06	
11/20	11/17	RED ROBIN NO 99 RICHMOND VA	24445003321500469408759	5812	17.28	
<b>STOVER, KEITH</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>1,540.76</b>
11/09	11/08	Ridgeway Autobody Berryville VA	24193043313004631513448	7531	377.60	
11/10	11/09	LOWES #02724* Winchester VA	24692163313100720273282	5200	69.54	
11/10	11/09	NORVAC LOCK TECHNOLOGY I WINCHESTER VA	24733093313400568000064	7399	541.08	
11/22	11/21	LOWES #02724* Winchester VA	24692163325100620856901	5200	199.84	
11/22	11/21	AUTOZONE #3199 WINCHESTER VA	24137463326600260866157	5533	44.99	
11/24	11/21	THE HOME DEPOT #4618 WINCHESTER VA	24943013326010181215996	5200	50.29	
11/24	11/22	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973327091406000046	5251	3.70	
11/28	11/27	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801973332091404000017	5251	253.72	

BERRYVILLE TOWN OF  
 November 01, 2023 - November 30, 2023  
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<b>Transactions</b>						
Posting Date	Transaction Date	Description	Reference Number	MCC	Charge	Credit
WHITE NEAL Account Number: [REDACTED]						<b>Total Activity</b> 2,389.67
11/03	11/02	THOMSON WEST* TCD 800-328-4880 MN	24692163306105035454047	8999	117.82	
11/16	11/16	AMZN Mkt US*R58HC3NM3 Amzn.com/blllWA	24692163320105787735777	5942	109.49	
11/21	11/20	BERRYVILLE AUTO PARTS 540-9551292 VA	24327433324719700532149	5533	179.44	
11/21	11/20	MES/WARREN FIRE/LAWMEN 203-364-0620 CT	24055223324083749124720	5099	1,094.25	
11/24	11/22	THOMSON WEST* TCD 800-328-4880 MN	24692163326101506735580	8999	117.82	
11/24	11/23	ADOBE *ACROPRO SUBS 408-536-6000 CA	24492153327719870854141	5734	239.88	
11/27	11/25	ZIPRECRUITER, INC. 855-747-5493 CA	24492153329717109562921	7361	504.00	
11/30	11/29	AMZN Mkt US*2P2FQ7OT3 Amzn.com/blllWA	24692163333107480280684	5942	26.97	

<b>Finance Charge Calculation</b>			
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.

Nov-23

Water and sewer bill accounts

Estimated cost of these actions:

	<u>BUDGETED</u>	<u>USED THIS MONTH</u>	<u>TOTAL USED</u>	<u>BALANCE</u>	<u>PERCENT USED</u>
- Payment of delinquent accounts	\$ 10,000.00	\$ -	\$ 4,069.34	\$ 5,930.66	41%
- Water and sewer account credits	\$ 169,100.00	\$ -	\$ 171,191.48	\$ (2,091.48)	101%
- Total		\$ 175,260.82		\$ 179,100.00	\$ 3,839.18
Fund balance from first payment					

Signage

Estimated cost of these actions

- Signage	\$ 150,000.00	\$ 4,515.00	\$ 21,073.00	\$ 124,412.00	14%
- Total		\$ 25,588.00		\$ 150,000.00	\$ 150,000.00

Fund balance from first payment

Fund balance from second payment

Improvements in Central Business District

Estimated cost of these actions

- Facades, signs, accessibility	\$ 250,000.00	\$ 9,650.00	\$ 125,000.00	\$ 66,314.92	66%
Total		\$ 58,685.08		\$ 250,000.00	\$ 250,000.00

Fund balance from first payment

Fund balance from second payment

	<u>BUDGETED</u>	<u>USED THIS MONTH</u>	<u>TOTAL USED</u>	<u>BALANCE</u>	<u>PERCENT USED</u>
<u>Non- Profits</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	\$ -	
Fund balance from first payment				\$ -	
Fund balance from second payment				\$ 40,000.00	
<u>Purchase of equipment and supplies</u>					
Estimated cost of these actions					
- Purchase of equipment, etc	\$ 25,000.00	\$ -	\$ 9,864.76	\$ 15,135.24	39%
- Total	\$ -	\$ -	\$ 9,864.76	\$ -	
Fund balance from first payment				\$ 15,135.24	
<u>Improve Communications</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	\$ -	
Fund balance from first payment				\$ 49,312.52	

	<u>BUDGETED</u>	<u>USED THIS MONTH</u>	<u>TOTAL USED</u>	<u>BALANCE</u>	<u>PERCENT USED</u>
<u>Premium Pay</u>					
Estimated cost of these actions	\$ 172,000.00		\$ 174,323.86	(2,323.86)	101%
- Provide premium pay			\$ 174,323.86		\$ 172,000.00
- Total					\$ 172,000.00
Fund balance from first payment				\$ (2,323.86)	

Complete necessary water and sewer infrastructure projects

Estimated cost of these actions			\$ 1,328,393.00	\$ 245,402.10	47.65%
- Cost of the projects	\$ 3,060,886.00	\$ -	\$ 1,487,090.90		\$ 3,060,886.00
Total			\$ 2,815,483.90		\$ -
Fund balance from first payment					\$ 245,402.10
Fund balance from second payment					

	<u>BUDGETED</u>	<u>USED THIS MONTH</u>	<u>TOTAL USED</u>	<u>BALANCE</u>	<u>PERCENT USED</u>
<u>Pay for administrative costs</u>					
Estimated cost of these actions					
- Administrative costs per FY (5.5)	\$ 330,000.00	\$ 4,886.50	\$ 40,168.89	\$ 284,944.61	14%
- Total		\$ 4,886.50	\$ 45,055.39	\$ 284,944.61	14%
Fund balance from first payment				\$ 94,944.61	
Fund balance from second payment				\$ 190,000.00	

**NOTES:**

<u>Administrative Costs:</u>	\$ -
<u>Legal</u>	\$ -
<u>INFRASTRUCTURE COSTS:</u>	
Frazier Assoc.(Wayfinding)	\$ 4,515.00
General Excavation(Josephine)	\$ -
VA RIGGERS	\$ -
Kenneth Harper	\$ -
MICHELLE JONES- FAÇADE GRANT	\$ -
Pennoni(Osborne, Church,Josephine)	\$ 3,082.50
Pennoni (I&I, SSES Study)	\$ -
Webster Nursery(Concrete walls)	\$ -
<b>Total</b>	<b>\$ 7,597.50</b>

1st Tranche	\$ 2,267,493.00
Used to date	\$ 2,082,173.31
Balance	\$ 185,319.69
2nd Tranche	\$ 2,267,493.00
Used to date	\$ 1,625,775.98
Balance	\$ 641,717.02

**ARPA MASTER LIST**

12/12/2023

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% Infrastr	\$ 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 Adm'n Fees	\$ 179,100.00	\$ 175,260.82	\$ 3,839.18	100% Neg Impac	\$ 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	\$ 183,685.08	\$ 66,314.92	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	\$ 116,240.44	\$ 8,759.56	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	\$ 334,294.37	\$ 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 Ridge 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	\$ 2,086,546.88	\$ 194,401.22	30% Infra	
22 Rockcroft Water Main Abandonment	\$ 10,000.00	\$ 10,550.96	\$ (550.96)	0% Infra	
23 Security Upgrades	\$ 125,000.00	\$ 89,820.91	\$ 35,179.09	100% infra/adm'l	\$ 35,179.09
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	\$ 25,588.00	\$ 114,412.00	0%	
27 Raw Water Intake Land-Easement Acquisition	\$ 15,000.00	\$ 7,172.50	\$ 7,827.50	50% Infra	
28 Grant Hous'ng (3 years)	\$ 120,000.00	\$ 80,000.00	\$ 40,000.00	66%	
Administrative /Legal Fees	\$ 60,000.00	\$ 45,055.39	\$ 14,944.61	50% Admin	
<b>Total Encumbered</b>	<b>\$ 4,534,986.00</b>	<b>\$ 3,707,949.29</b>	<b>\$ 827,036.71</b>		<b>\$ 40,292.76</b>
<b>Total ARPA</b>	<b>\$ 4,534,986.00</b>				
* Project For (2) two years					
** Pending funds availability					
<b>Possible Projects</b>					
WWTP Harmonic Balancer **	\$	\$	\$	0%	
SCADA Digital Upgrade 3 Pump Stations **	\$	\$	\$	0%	

# Project Status Report

6

Date: 12/12/2023

**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

9

Date: 12/12/2023

**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

10

Date: 12/12/2023

**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: 12/12/2023

**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: \$183,685.08
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

14

Date: 12/12/2023

**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: \$116,240.44
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: 12/12/2023

**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: 85

**Project Milestones:**

Description	% Complete	Status
1. Order meters, setters, valves, plus other supplies	100%	Completed
2. Install meters / setters	85%	On Track

**Project Issues or Concerns:**

1. Multiyear project

# Project Status Report

Date: 12/12/2023

**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: \$2,086,546.88
Schedule/Timeline	On Track	% Complete: 50

**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

22

Date: 12/12/2023

**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: 12/12/2023

**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

25

Date: 12/12/2023

**Project Name:**

Bel Voi Drive and Battletown Dr Water Main Replacement

**Project Budget:** \$

**Expected Completion Date:** December2024

**Executive Summary:**

Water main replacement from an 4-nch 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: 12/12/2023

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: \$25,588.00
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

27

Date: 12/12/2023

**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: 12/12/2023

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:

**Deputy Town Manager Report**  
**12 December 2023**

**Item Title:** Hogan's Alley

**Prepared By:** Jean Petti

**Activity to date:**

The window guard from the former Berryville train depot has been repaired and attached to posts. It will be installed in the center of the north end of Hogan's Alley, allowing foot traffic on either side.

The sign honoring John Hogan has been ordered. Decorative bollards have arrived and are awaiting installation at the south end of the alley.

Both adjacent property owners have approved redirection of their downspouts into the drain under the alley. This will reduce surface water in the alley and help avoid icing in the alley and along the W. Main St. sidewalk.

As this installation and drainage work requires asphalt cuts, the alley will not be recolored until the installation is accomplished.

**Attachments:** None

## Town Manager's Report

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### Proposed Truck Length Restrictions on Various Streets

The Town Council's Streets and Utilities Committee reviewed this matter and reported its findings to the Council. Staff is working with VDOT to formalize a plan that can be submitted to the Council.

### Proposed Amendments to the Code of Berryville to Revise Rules for Rose Hill Park and other Town-owned Property

The Town Council's Community Development Committee is reviewing the proposed Town Code amendment and proposed rules.

### Review of elements of the Town's Construction Standards and Details

Staff has identified several sections of the Construction Standards and Details that should be reviewed and possibly amended.

The Streets and Utilities Committee has reviewed a portion of staff's recommended changes, but other items need to be placed before them. Staff intends to have everything in this regard in front of the Committee by the end of February. After all of the items have been reviewed by the Committee they will be forwarded to the Council.

### Review of Berryville Code §10-50 – Parking and storage of travel trailers, boats etc., in residential areas and Berryville Code §10-79 – Open storage of inoperable vehicles in certain zoning districts.

The Town Council's Public Safety Committee is reviewing the Town Code sections in question.

### Review of Berryville Code §13-32 – Removal of weeds and foreign growth and §13-32.1 When action to be taken pursuant to section 13-32

The Town Council's Public Safety Committee is reviewing the Town Code sections in question.

### Public Hearing on Boundary Line Adjustments

Staff requests that the Council set a public hearing on the transfer of Town property as well as the acceptance of easements that are part of the land swap between Clarke County Public Schools, Paul Howell, and the Town of Berryville. Staff asks that the Council hold a public hearing on this matter at its January 9, 2024 meeting.

Staff expects that the boundary line adjustments between these three parties will be approved by the BADA on January 24, 2024.

Staff will provide proposed easement language to the Council at the meeting.

Spot Blight Abatement

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*Report of December 12, 2023*

12 First Street

Work has begun to demolish the remaining structure.

Construction equipment and dumpsters are on site.

The new owner told staff that he expects to have the structure down before December 15, 2023.

225 Josephine Street

The dwelling has been demolished.

A considerable amount of building debris and other material must still be removed from the site.

The owner told staff that we will continue to clean up the site, but needs to have a little time to build up his coffers before that work can be completed.

114 Josephine Street

No work has been completed on property since the last Town Council meeting.

The owner told staff that the work would be completed before the end of the month.

229 Josephine Street

Staff will continue to monitor activity on the site.

*Report of November 14, 2023*

12 First Street

It appears that no work has occurred on the remaining structure subsequent to the last update to the Council.

The December 15, 2023 deadline for bringing the property into compliance with applicable law will be reached just after the December Town Council meeting.

225 Josephine Street

It appears that no work has been completed on the site subsequent to the last update to the Council.

The December 15, 2023 deadline for bringing the property into compliance with applicable law will be reached just after the December Town Council meeting.

114 Josephine Street

It appears that no work has been completed on the site subsequent to the last update to the Council. Staff has become aware of the fact that the letter that was sent to the owner of 114 Josephine Street just prior to the October Council meeting was lost and was not delivered to the property owner. A new notice has been mailed.

The December 15, 2023 deadline for bringing the property into compliance with applicable law will be reached just after the December Town Council meeting.

229 Josephine Street

Please find attached correspondence from Susan French dated November 9, 2023.

Update

*Report of October 10, 2023*

12 First Street

The property was sold in late September.

The new owner is aware of the December 15, 2023 deadline. The Town Manager told the new owner that the Town may be amendable to a brief extension to give the new owner a little longer to achieve compliance with the plan. Staff is under the impression that the remaining structure will be razed.

Town staff will follow up with the new owner to ensure that required work is completed.

225 Josephine Street

No work has been completed on the site subsequent to the last update to the Council.

Staff provided the property owner with another notice (by certified mail) confirming the December 15, 2023 deadline for bringing the property into compliance with applicable law. If the property owner does meet this deadline, then the Town will begin work to bring the property into compliance.

114 Josephine Street

Town staff met with the property owner to discuss the work that needs to be completed. Staff followed up from the meeting with emails to the property owner on July 13 and August 5.

The property owner has not addressed the issues outlined with him when he met with staff (as confirmed in the email of July 13).

Staff provided the owner with another notice (by certified mail) and set a deadline of December 15, 2023 for completion the enumerated work. If the work in question is not completed by the deadline date, then the Town will take action of bring the property into compliance.

229 Josephine Street

No work has been completed on the site subsequent to the last update to the Council. Ms. French has had no further contact with the Town in this regard.

Staff has prepared a draft preliminary determination of blight for this property. The draft determination is attached to this report.

Attachments

- Recent correspondence relating to 225 Josephine Street
- Recent correspondence relating to 114 Josephine Street
- Draft preliminary determination of blight for 229 Josephine Street

*Report of September 12, 2023*

225 Josephine Street

No work has been completed on the site subsequent to the last update to the Council.

Staff will provide the property owner with another notice (by certified mail) confirming the December 15, 2023 deadline for bringing the property into compliance with applicable law. If the property owner does meet this deadline, then the Town will begin work to bring the property into compliance.

114 Josephine Street

Town staff met with the property owner to discuss the work that needs to be completed. Staff followed up from the meeting with emails to the property owner on July 13 and August 5.

The property owner has not addressed the issues outlined with him when he met with staff (as confirmed in the email of July 13).

Staff will provide the owner with another notice (by certified mail) and set a deadline for completion the enumerated work. If the work in question is not completed by the deadline date, then the Town will take action of bring the property into compliance with applicable law.

203 Josephine Street

The structure has been razed and the materials removed from the site.

229 Josephine Street

No work has been completed on the site subsequent to the last update to the Council.

Staff will prepare a draft preliminary determination of blight for this property. That draft will be placed before the Town Council for comment on October 10, 2023.

Attachments

- 114 Josephine correspondence (emails from July 13, 2023 and August 5, 2023)

*Report of July 11, 2023*

Update

225 Josephine Street

Staff spoke with the property owner and was told that he is working:

- 1) with a contractor to raze the house in the fall,
- 2) to erect an accessory building on the property, and
- 3) to get materials that have been removed from the house off of the property.

114 Josephine Street

Town staff is scheduled to meet with the property owner to discuss work that needs to be completed to close this matter.

203 Josephine Street

The property owner has secured a surveyor to document the non-conforming structure before it is razed.

229 Josephine Street

At its June meeting, the Council requested that staff be able to inspect the cistern located at 229 Josephine Street before July 11 or it would initiate action under §5-3 of the Berryville Code. No such inspection was permitted.

The property owner's intermediary represented to the Town that the cistern has been filled.

Attachments

- 229 Josephine correspondence from June 13 to July 6

*Report of June 13, 2023*

Update

225 Josephine Street

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.

The owner removed building material and the like from the dwelling and is storing the material on the lot. Staff will discuss lot maintenance with the owner in the coming weeks.

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 and the building materials have been removed from the site.

Town staff will attempt to meet with the owner on site in the coming weeks to determine if the property now complies with the approved abatement plan.

#### 203 Josephine Street

Town staff is working with owner of 203 Josephine to bring the property into compliance with the Berryville Code. Staff was informed that the owner is working to secure a contractor to raze the structure and remove the debris from the site.

Over the coming weeks Town staff will work with the owner to establish a schedule for completion of the work. The Town manager hopes to have the blight abated no later than October 1, 2023. If the required work is not completed by that time, then it is likely that a preliminary blight determination will be issued. This would start the formal process by which a spot blight abatement plan is reviewed/approved by the Town Council.

#### 229 Josephine Street

Town staff has been working with a representative of the owner of 229 Josephine Street to bring the property into compliance with the Berryville Code. Recent correspondence with that representative is attached to this report.

On June 6, 2023 the Town received a letter from the from the property owner. In that letter the owner claimed:

- The town manager will not engage him regarding the property.
- He thought that the repair work that he did was sufficient to comply with the requirements of the Berryville Code.
- He was asked to board up the windows and now the Town is saying the boards need to be removed.
- The town manager has now asked about a cistern on the property.
- The cistern is small, shallow, and only useful as a rain collector.
- He intends to make sure that the building stays standing.

In response to the claims enumerated above, Town staff offers the following:

- On several occasions the town manager has attempted to contact the owner by phone. Because the town manager found it difficult to reach the owner (please note: property owner does not communicate through email and has not been able to make it to the area for a meeting with Town staff), he has been working with Susan French who agreed to be an intermediary between the town manager and the property owner.
- Staff does not know how the owner came to believe that his work to date was sufficient to comply with the requirements of the Berryville Code.

- Information provided to the owner since 2021 has not requested that the owner cover the door and window openings with plywood. In fact, plans to which the property owner agreed (on 1/14/22 and 1/26/23) to comply, included the following statement "Owner will cause the structure to be secured utilizing widows and doors (structure may not be boarded up after project is completed)".
- With regard to the implied claim that the town manager has just recently broached the matter of cistern abandonment, plans to which the owner agreed (on 1/14/22 and 1/26/23) to comply, included the following heading and statement: "Abandonment of on-site sewer treatment system and/or well or cistern ... Owner will properly abandon any well or cistern discovered on the site. Said improvements will be abandoned in accordance with Virginia Department of Health regulations and recommended best practices."
- The cistern is not secured and therefore may present a hazard. If the cistern is small and shallow, then it should be relatively easy to abandon. With regard to the owner's statement that the cistern is "only being useful as a rain collector," cisterns are reservoirs used for collecting and storing rainwater.

Because the owner's representative claimed (in an email dated 5/18/23) that the owner was confused about what has to be done to get the property in question into compliance with the requirements of the Berryville Code, on 5/22/23 the Town Manager provided a draft letter that outlines what he has determined to be the obvious violations of the requirement of Chapter 5 of the Berryville Code. It is important to note that the town manager has not been permitted to enter the property to conduct an inspection; therefore he must rely on what can be seen from the street and the adjoining property (to the east and south).

The town manager requests that the Council review the draft letter referenced above and determine whether it wants to review the items listed as potential violations of §5-3 of the Berryville Code. If the Council determines that conditions on the property violate §5-3 of the Berryville Code, then the it would also direct Town staff to provide required notice.

With regard to blight issues (§5-5 of the Berryville Code), unless the owner abates the blight by October 1, 2023, the town manager will likely issue a preliminary determination of blight for the property. This would start the formal process by which a spot blight abatement plan is reviewed/approved by the Town Council.

#### Attachments

- 229 Josephine Street correspondence

#### Requested action

The town manager requests that the Council review the draft letter referenced above and determine whether it wants to review the items listed as potential violations of §5-3 of the Berryville Code.

If the Council determines that conditions on the property violate §5-3 of the Berryville Code, then the it would also direct Town staff to provide required notice.

If the Council determines that the enumerated conditions should be abated through the process outlined in §5-5 of the Berryville Code, then the draft preliminary determination would be amended to include these items.

*Report of May 9, 2023*

112 Josephine Street

Staff recommends that the Council adopt the following motion:

I move that the Council of the Town of Berryville make the following findings and determinations concerning the property at 112 Josephine Street:

- On November 5, 2021, in accordance with provisions of §5-5 of the Berryville Code, Berryville's Town Manager provided notice to the Jacob Nelson Estate that a preliminary determination of blight had been made for the property.
- In the November 5, 2021 letter, the town manager enumerated the reasons for the preliminary determination of blight.
- Work completed since November 5, 2021 has addressed the reasons for the preliminary determination of blight.
- Accordingly, the Council finds that the property owner has met the requirements of the approved spot blight abatement plan (plan approved by the Town Council on 7/12/22 and last amended on 1/10/23).

The property owner's legal counsel requested that the Town Council declare that the property is no longer blighted. This language was not included in the sample motion.

225 Josephine Street

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.

Town staff has met with the owner and contacted him several times (by email and also by phone). Staff and the owner spoke by phone on May 3, 2023 and it appears that the owner is no closer to getting the site cleaned up than when they last spoke. The owner stated that he could not get dumpsters in the area because of the utility work that is in progress on Josephine Street. The owner had not contacted the Director of Public Works (as had been requested) to make sure refuse dumpsters could be sited in the area. When asked details about the dumpster contractor the owner had secured to provide the dumpsters, the owner was unable to provide details like the dumpster contractor's name.

If the site has not been cleaned by the Town Council meeting, then staff will address the Council about proceeding with Town action to clean the property.

229 and 203 Josephine Street

Town staff is still working with a representative of the owner of 229 and the owner of 203. Staff is of the opinion that the discussions that it is having regarding both properties are progressing well.

#### Attachments

- Recent correspondence regarding the properties in question

*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

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