

**MINUTES**  
**BERRYVILLE TOWN COUNCIL**  
**Tuesday, April 12, 2011**  
**Berryville-Clarke County Government Center**  
**Regular Meeting**  
**7:30 p.m.**

**Roll:**

**Town Council:**

Present: Wilson Kirby, Mayor; Harry Lee Arnold, Jr., Recorder; Mary Daniel; Allen Kitzelman; David Tollett; Lawrence Russell, III

**Staff:** Keith Dalton, Town Manager; Neal White, Chief of Police; Christy Dunkle, Assistant Town Manager/Planner; Desirée Moreland, Assistant Town Manager/Treasurer; Celeste Heath, Town Clerk

**Press:** Rebecca Layne, Winchester Star; Mike Dowling, ClarkeDailyNews.com

**1. Public Hearing:** The Town of Berryville proposes to adopt Tax Rates on all real property, including real property and tangible personal property of public service corporations, and on all other tangible personal property, including machinery and tools.

Mayor Kirby opened the public hearing at 7:30 p.m.

Robin Betz, said that Loudoun County is decreasing their real estate taxes and she wants to know if the property valuation would be decreasing since the tax rate is increasing. Mayor Kirby explained that the real estate tax rate was not set to increase. Ms. Betz said that she misunderstood.

The Public Hearing was closed at 7:32 p.m.

**2. Public Hearing:** The Town of Berryville proposes that it enter into an agreement to lease space on the Town's "Josephine Water Tank" and ground space around said tank for the purpose of erecting telecommunication antennas and associated support equipment.

Mayor Kirby opened the public hearing at 7:33 p.m.

George Archibald, 301 Josephine Street, said that this lease is a tremendous benefit. He asked that the Town Council require in this lease that Verizon lists all tax-paying businesses in Berryville in the phone book because 35% of the businesses in Berryville are not getting the free listing to which they are entitled.

Dee Dee Liggins, 206 Josephine Street, speaking on behalf of the Josephine Improvement Association, said that she wants to know the health risks and asked if there has been a study about the health risks. She said that the Josephine School museum is against the lease.

Easton McDonald, President of the Winchester Area NAACP, read a letter in opposition to the lease. (Attachment 1). Mr. McDonald presented a petition against the lease. (Attachment 2).

Larry Yates, 678 Berryville Avenue, Winchester, read a statement. (Attachment 3).

Council member Kitselman said that he agrees that there have been great injustices in this world in the past and that they continue to the present but this is not one of them. He said that this is a chance for taxpayers to put some money in the bank. He said that this year alone the Town was budgeting \$280,000 for water tank maintenance. He stated that this lease and the existing lease the Town has help offset those costs. Council member Kitselman said that he believes studies by The American Cancer Society, The Federal Communications Commission RF Safety Program, National Cancer Institute, National Institute of Environmental Health Services, The World Health Organization and the Environmental Protection Agency that show that cellular antennas pose no health risk.

Council member Kitselman said that he believes that Josephine Street is a touchstone for American history right here in Clarke County. He said that he fervently believes in the preservation of this touchstone and donated \$10,000 in architectural work to get the Josephine School Museum going.

Council member Kitselman said that he believes in the mission of the NAACP and is disappointed that NAACP is spending their time and political capital on something like this. He said that the insinuations made about the motives of the Town Council have upset him very much.

The Public Hearing was closed at 7:48 p.m.

Mr. Dalton asked the Mayor whether the Verizon lease would be discussed during the Report of the Town Manager portion of the meeting. The Mayor confirmed that it would. Mr. Dalton said that he felt that this was important for the public in attendance for the public hearing to know.

### **3. Call to Order: Wilson Kirby, Mayor**

Mayor Kirby called the regular meeting to order at 7:50 p.m.

### **4. Approval of Minutes**

March 8, 2011

Upon motion by Council member Kitselman, seconded by Council member Tollett, the minutes of the March 8, 2011 meeting were unanimously approved.

March 23, 2011 Budget Work Session

Upon motion by Council member Tollett, seconded by Council member Daniel, the minutes of the March 23, 2011 meeting were unanimously approved.

## **5. Citizen's Forum**

George Archibald, 301 Josephine Street, said he spoke about his issue in the Public Hearing section.

Elaine Dennison of the Barns of Rose Hill requested that the Town Council participate in a matching grant program from the Virginia Tourism Corporation. She spoke briefly about what the grant program can be used for and stated that Ms. Dunkle has included more detailed information in her Planner's Report.

Robin Betz, spoke about the dissolution of the Darbybrook Homeowners Association, stating that more information should be forthcoming by the next Town Council meeting.

Abigail Custis Marcy, 21 South Church Street, said that she has an idea for open air markets for local goods that takes place every day. She said that a lot of public/private entities work together on these types of markets.

## **6. Report of the Mayor**

Mayor Kirby said that things are going well in the Town of Berryville and that he walks in town every week and holds regular office hours and finds that citizens are generally pleased with what is going on in Berryville.

Mayor Kirby thanked all of those who made the weekend yard sale event a success and said that he looks forward to the event again in September.

## **7. Planning and Zoning Matters: Christy Dunkle**

### Action Item: Set Bond – McClellan and Chamberlain Streets

Ms. Dunkle said that as a part of the subdivision approval of five lots in Battlefield Estates, the BADA included a condition that the applicant, Mr. Echols, bond the completion and acceptance of Chamberlain and McClellan streets.

She reported that Urban Engineering submitted an estimate in the amount of \$23,902.50 to complete the roads. She said that the town's engineer, Chester Engineering, reviewed Urban's submission and identified additional items that need to be repaired. She said that even though additional items were identified, staff reviewed the submission and determined that the applicant's bond amount had included the items noted by Chester Engineering and recommended that the Town Council approve the bond for \$23,902.50.

Recorder Arnold asked if this will take care of the grass area on Chamberlain across from the Mayfair House where an ambulance got stuck. Ms. Dunkle said that area is not included in this bond. Mr. Dalton said that the area may be part of the Mayfair site plan and that staff will look at the area and get back to him.

Upon motion by Recorder Arnold, seconded by Council member Tollett, the Council of the Town of Berryville approved the public improvements bond in the amount of \$23,902.50 for the completion of McClellan and a portion of Chamberlain streets in order to be accepted by the Virginia Department of Transportation.

VOTE:

Recorded Vote:

Ayes: Wilson Kirby, Mayor  
Harry Lee Arnold, Jr., Recorder  
Mary Daniel  
Allen Kitselman  
David Tollett  
Lawrence Russell, III

Nays: None

Abstain: None

Absent During Vote: None

Clarke County High School Update

Ms. Dunkle reported that there was a progress meeting on April 5.

She said that the greenhouse plan has been submitted and is being reviewed by the Clarke County School Board and their consultants.

She said that at the April 5 meeting there was a discussion of shifting the open cut for stormwater management on Main Street to the east. She said that staff has requested engineering drawings of the proposed modification that will be submitted to the BADA as a site plan amendment.

She said that a discussion was held at the meeting concerning the possibility of temporarily closing the path on the west side of the bus loop on West Main Street in order to cut the final elevation. She said closing the path during the school spring break was discussed.

Ms. Dunkle also reported that the E&S inspection looked good.

Mr. Dalton said that there was a meeting on the Mosby project with VDOT and stakeholders on April 7. He said that it seems that things are on course for completion right about the time that the high school will be occupied. He said that sequencing of work around the Clarke County Fair was discussed. He said that VDOT has been a good partner in this project and that all parties are working well together.

Council member Tollett asked about the temporary closing of the bike path. Mr. Dalton said that there has been a request by the contractor to close the bike path during the school spring break in order to complete some work. He said that he knows that there was some feeling that the Special Use Permit for the project requires the contractor to keep the path open but that he does not interpret the language in that way.

Council member Tollett said that even if there was a requirement in the Special Use Permit he believes that when paving is taking place the path should be closed for safety

reason as well as to save the contractor time. He said that, of course, people should be given adequate notice of the closure.

Mr. Dalton then read the language from the Special Use Permit and said that he interprets the language as intending to address the new path not the path that is already place. He said that others may disagree with the interpretation.

Council member Daniel said that she does have issues with this proposed closure. She said that spring break doesn't seem to be the best time to close down the pedestrian path to the park, forcing foot and bicycle traffic into Main Street. She said that closing down the path for a week is for the convenience of the contractor.

Ms. Dunkle said that she understands that the closure won't be for the entire week. She said that the path needs to have 2 to 3 feet of top soil removed.

Mayor Kirby said he doesn't have a problem closing the path so the work can get done quickly and correctly.

Council member Kitselman said he understands Council member Daniel's point but said there is a pedestrian safety issue with the heavy machinery that will be used.

Mr. Dalton reminded the Council that spring break is next week and said that the staff is not advocating either way on the issue but if the Council does allow this closure he will advocate for maximum public notice.

There was a general discussion of how the public should be notified. There was consensus that signage at the path site as well as notices in local media outlets should be required.

Council member Daniel said that this is for the convenience of the contractor and that she thinks the a closure of the path poses a safety risk for citizens.

#### Barns of Rose Hill Update

Ms. Dunkle reported that the siding is up and the cupolas will go up on Friday morning.

#### **6. Report of Town Manager**

##### Berryville-Clarke County Government Center Use Policy

Mr. Dalton said that he handed the draft policy out last month for Town Council review. He said that he and Council member Kitselman are on the Town/County committee that developed the policies and can answer any questions.

Mayor Kirby said he has no concerns about the policies as presented.

Upon motion by Council member Tollett, seconded by Council member Daniel, the Council of the Town of Berryville adopt the attached Berryville Clarke County Government Center Facility Use and Grounds Use Policy. (Attachment 4)

VOTE:

Recorded Vote:

Ayes: Wilson Kirby, Mayor  
Harry Lee Arnold, Jr., Recorder  
Mary Daniel  
Allen Kitselman  
David Tollett  
Lawrence Russell, III

Nays: None

Abstain: None

Absent During Vote: None

Action Item: Adoption of Tax Rates

Ms. Moreland reported that there are no changes to the real estate or personal property tax rates but that there is an increase in the machinery and tool tax rate.

Upon motion by Council member Daniel, seconded by Council member Kitselman the Council of the Town of Berryville adopted the attached Ordinance setting the tax levies for tax year 2011 amending the Code of the Town of Berryville, Chapter 16- Taxation, Article I – In General, Section 16-1 Annual Tax Assessments; valuation of property.

VOTE:

Recorded Vote:

Ayes: Wilson Kirby, Mayor  
Harry Lee Arnold, Jr., Recorder  
Mary Daniel  
Allen Kitselman  
David Tollett  
Lawrence Russell, III

Nays: None

Abstain: None

Absent During Vote: None

TOWN OF BERRYVILLE  
TOWN COUNCIL  
AN ORDINANCE SETTING TAX LEVIES FOR TAX YEAR 2011

Date: April 12, 2011

Motion By:

Second By:

BE IT ORDAINED, by the Council of the Town of Berryville, Virginia, that for the tax year 2011 there is hereby levied:

(1) A tax of \$.116 per \$100 assessed valuation on all real estate located within the Town of Berryville, such levy being also applicable to the real estate and tangible personal property of public service corporations;

(2) A tax rate of \$1.00 per \$100 assessed valuation on all taxable, tangible personal property, except machinery and tools, located in the Town of Berryville;

(3) A tax rate of \$1.0875 per \$100 assessed valuation on tangible machinery and tools located in the Town of Berryville.

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

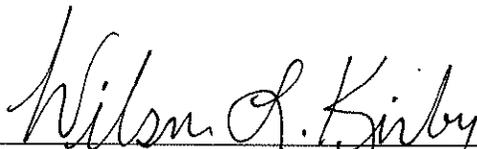
VOTE:

Aye:

Nay:

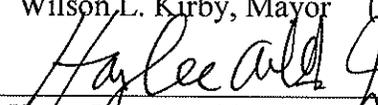
Absent:

SIGNED:

  
\_\_\_\_\_  
Wilson L. Kirby, Mayor

Date: April 12, 2011

ATTEST:

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

Date: April 12, 2011

Action Item: Adoption of PPTRA Resolution

Ms. Moreland reported that we are able to leave personal property tax relief at 70% this year.

Upon motion by Council member Kitselman, seconded by Council member Russell the Council of the Town of Berryville adopt the attached Resolution providing for the implementation of the 2004-2005 changes to the Personal Property Tax Relief Act of 1998 for the tax year 2011.

VOTE:

Recorded Vote:

Ayes:

Wilson Kirby, Mayor  
Harry Lee Arnold, Jr., Recorder  
Mary Daniel  
Allen Kitselman  
David Tollett  
Lawrence Russell, III

Nays:

None

Abstain:

None

Absent During Vote:

None

**Town of Berryville**

**Resolution  
To Provide for the Implementation of the 2004-2005  
Changes to the Personal Property Tax Relief Act of 1998  
For the Tax Year 2011**

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

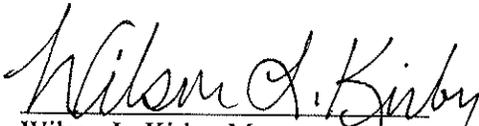
**WHEREAS**, the legislative enactments require the Town to take affirmative steps to provide for the computation and allocation of relief provided pursuant to the PPTRA as revised; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Berryville in accordance with the requirements set forth in Va. Code § 58.1-3524(C) (2) and § 58.1-3912(E), as amended by Chapter 1 of the 2005 Acts of Assembly (2004 Special Session 1) and as set forth in Item 503 of the 2005 Appropriations Act, that any qualifying vehicle having situs within the Town during the tax year which begins on January 1, 2011, shall receive personal property tax relief in the following manner:

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

PASSED THIS 12 DAY OF April 2011.

  
Wilson L. Kirby, Mayor

ATTEST:

  
Harry L. Arnold, Jr., Recorder

Set Public Hearing: Ward Boundary Revisions

Mr. Dalton explained that The Town of Berryville is divided into four Wards. In accordance with Section 3.1 of the Charter of the Town of Berryville, the four Council members shall reside one in each ward of the Town. The population in these Wards must be equally distributed with a margin of plus or minus 5%.

Mr. Dalton presented a map of the current ward configuration and said that when the 2010 Census figures are applied to the existing Ward boundaries, a significant disparity in population is revealed as follows:

2010 Population	4,185
Population by Ward	
	Before Adjustment
WARD 1	1,150
WARD 2	881
WARD 3	1,168
WARD 4	986

He said that disparity between the populations of the Wards will require the Town to revise the boundaries. He then presented maps showing draft Ward boundaries developed by staff.

He said that if the proposed changes were adopted the population by Ward would be:

WARD 1	1,062
WARD 2	1,024
WARD 3	1,038
WARD 4	1,061

He suggested that the Council set a public hearing on the matter for their next meeting with the hope that they can be adopted at that time. He noted that once the Ward boundaries are adopted the Town must file for pre-clearance approval from the United States Department of Justice. The pre-clearance process takes up to 60 days. If the Town Council approves changes to the Ward boundaries by the May meeting, then the pre-clearance can be filed by the end of May. If that schedule is met, then we would expect to have clearance from DOJ by the end of July. He explained that this schedule would provide for revised Wards being in place if a special election is required in November and would obviously have them in place for the scheduled May 2012 election.

The Town Council set a Public Hearing on the matter for their May 10, 2011 meeting.

Discussion: Public Hearing: Verizon Wireless Lease

Mr. Dalton addressed the subject of the Public Hearing regarding leasing of space for cellular antennas on a town water tower. He presented a map showing the Josephine tank, the northwest water tank and the cell tower at the high school with a 1320 foot distance

marked around each (Attachment 6). He said the 1320 foot distance was chosen because that is the distance from the Josephine water tank to the Josephine School Museum.

Mr. Dalton said that from the northwest tank, which has cellular antennas on it, the 1320 foot radius encompasses a portion of the Battlefield Estates residential area to the same extent as it extends into Josephine Street, thus negating the assertion that there is some sort of disparity in the placement of such antennas. He noted that the area also encompasses the new high school site. Mr. Dalton pointed out that a 1320 foot radius from the tower located on school property encompasses the entire Clarke County High School facility. He noted that both facilities are also close to DG Cooley Elementary.

Mr. Dalton said that AT&T has leased space on the northwest water tank since 2003 and that they have been good partners and the lease has provided a steady revenue stream. He said that the Town was approached by Verizon about leasing space on the Josephine tower and that the Town did not seek them out. He said that he is unaware of another water tower in the county that does not have cellular antennas on it.

Council member Kitselman apologized to the Mayor, the Town Council and the public for the tone and delivery of his message during the public hearing. Council member Kitselman said that the idea that this would degrade the historic area of Josephine upset him. He said that he is proud to have Josephine Street in his Ward and would not take an action he thought would degrade the area. He implored the Town Council not to let this non-issue become an issue.

Mr. Kitselman said that he is ready to make the motion to authorize the Town Manager to negotiate with Verizon on the lease. He said that if he thought it posed a health risk to citizens, would create an eyesore or desecrate the historic character of Josephine Street he would be vehemently against it as he is very proud to represent the people of Ward 2 of which Josephine Street is a part.

The Mayor asked Mr. Dalton if he had anything to add before a motion is made. Mr. Dalton said that staff tried to meet with the NAACP on the matter but was not able to. He said that he hoped that a meeting can be held after this Town Council meeting to clear the air on the matter.

Mr. Dalton said that staff has worked closely in previous situations to make sure that the antennas match the water tank and tower. He said that in this case the antennas would be white and as unobtrusive as possible.

Mr. Dalton advised the council that he believes that the alternative to leasing space on the tower would be an unsightly new tower on someone else's site that would provide no revenue to the Town.

Council member Tollett asked if the antennas would be on the catwalk. Mr. Dalton said that he would not be sure until a plan is submitted but that maintenance-wise Verizon most likely would prefer that location. He noted that a propagation study would give

everyone involved the information needed to locate the antennas. Council member Daniel asked if it would be in Verizon's best interest to locate the antennas on the catwalk. Mr. Dalton said that he believes that would be the lowest cost option for Verizon. He noted that the Town Council does have the option to restrict the use to the catwalk if that is a concern.

Upon motion by Council member Kitselman, seconded by Council member Tollett the Council of the Town of Berryville authorized the Town Manager to finalize the attached Lease Agreement (Attachment 5), including the attachment of necessary exhibits, with the Lessee. Further upon completion of the lease, the Town Manager is authorized to execute said lease on behalf of the Town Council.

Council member Daniel said that she came in to the meeting prepared to continue the Public Hearing to the next meeting. She said given what she has seen tonight and from her own research on the health issue as well as the alternative being an ugly cell tower that someone else gets the income from, combined with Council member Kitselman's impassioned speech, she is ready to vote.

Mayor Kirby said that he has given this a great deal of thought and cannot make any sense about how racism plays into this. He said that when the lease on the northwest tank was considered, there was no objection although it too is adjacent to a residential neighborhood. He said that he drove out and looked at the northwest tower from 1320 feet and could not see the antennas. He said he could see them with his binoculars. He said he feels that the antennas are not unsightly and are barely visible to the naked eye.

VOTE:

Recorded Vote:

Ayes:

Wilson Kirby, Mayor  
Harry Lee Arnold, Jr., Recorder  
Mary Daniel  
Allen Kitselman  
David Tollett  
Lawrence Russell, III

Nays:

None

Abstain:

None

Absent During Vote:

None

Hydrant Use Policy

Mr. Dalton said that staff has a Hydrant Use Policy draft ready. The Council directed the Streets and Utilities Committee to consider the draft policy and make a recommendation to Council.

Other

Mr. Dalton asked what the Town Council's direction would be regarding closing the bike path on spring break. Mayor Kirby said that he is comfortable with closing the path at

that time since school is out that week as long as the public is notified as soon as possible.

Council member Kitselman asked if there is an alternative path. Ms. Dunkle said they thought about re-routing it through the site but it was deemed unsafe with all the machinery and vehicle traffic on site.

Council member Daniel asked if the contractor has considered waiting until more site work is done in the interior of the site so they may not have to close the path. Ms. Dunkle said that the area the contractor needs to work on is pretty tight and the contractor doesn't think that there is another way to proceed.

Council member Tollett indicated that he didn't have a problem with the closure and thinks the contractor can save time if they close the path and just get the work done. There was general consensus, excluding Council member Daniel, that with proper notification to the public the Town Council does not have a problem with the contractor closing the path during spring break.

There was a discussion of the proper way of notifying the public about the closure. It was decided that signage on the path and public notices to the Winchester Star and other local news outlets should be posted by the contractor.

Council member Daniel said that she still does not agree that the bike path should be closed.

Mr. Dalton asked when they will be paving the path. Ms. Dunkle said that they are planning to pave the path east of the bus route on the week of April 25.

## **7. Standing Committee Reports**

a) BADA Liaison – Allen Kitselman  
Nothing to add to Planner's report.

b) Budget Finance / CIP – Jay Arnold  
The Town Council set a public hearing on the budget for their May 10, 2010<sup>OH</sup> meeting.

c) Community Improvements – Allen Kitselman  
Council member Kitselman said that the Frazier and Associates was at Berryville Main Street today talking about way finding signs. Ms. Dunkle explained that way finding signs are cohesive signage packages that direct drivers to area businesses and attractions.

d) Planning Commission – Lawrence Russell - Nothing to add to Planner's report.

Council member Tollett asked about the Barns request for grant partnership. There was a general discussion with Ms. Dennison about the grant and the Town Council decided that

more information was needed for them to make an informed decision. The Council decided that they would consider the item at their next meeting.

e) Police and Security – Mary Daniel

Upon motion by Council member Daniel, seconded by Council member Tollett, the minutes of the April 6, 2011 Police and Security Committee meeting were unanimously approved.

Mr. Dalton noted the General Order that is an attachment to the minutes. He said the General Order also requires Town Code changes. The Town Council decided to consider the General Order and Town Code changes at their next meeting.

f) Streets and Utilities – Wilson Kirby

The Town Council set a Public Hearing on Water and Sewer rates for their May 10, 2011 meeting. These rates would take effect on July 1, 2011. Mr. Dalton said that there is no increase planned in the water rate but there is a \$1.50 increase in the sewer rate.

g) Personnel / Appointments – Jay Arnold

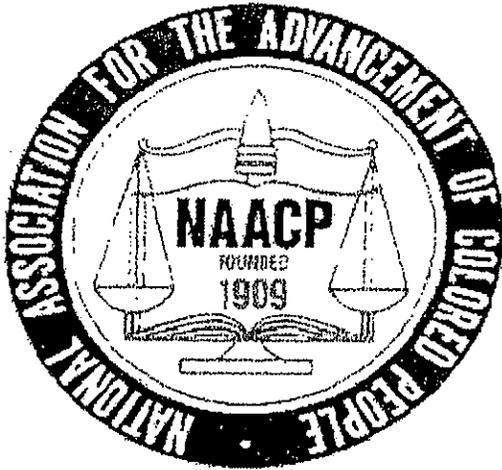
Nothing to add.

**8. Adjourn**

Upon motion by Council member Daniel, seconded by Council member Russell and passed, the Council meeting was adjourned at 9:01 p.m.

  
Wilson Kirby, Mayor

  
Harry Lee Arnold, Jr., Recorder



Winchester Area NAACP  
P.O BOX 2365  
Winchester VA, 22604  
Chapter # 7127  
Email: [unit7127@naacp.org](mailto:unit7127@naacp.org)  
Phone : 540-327-7026

### Josephine City and its Importance to our Community

Former freedmen and slaves purchased the land and created the historic African American community known as Josephine City in the 1870s. Covering 37 acres, this area contains approximately 20 historic buildings, most of which are family dwellings. Examples of 19<sup>th</sup> century architecture include vernacular, log and frame and one hall parlor plans which generally are in good condition. Half the 40 buildings comprising the neighborhood date back to the late 19<sup>th</sup> and early 20<sup>th</sup> centuries. In addition, this African American Community includes a church, school and cemetery—all important aspects of the inhabitants' history and lives for almost 150 years.

In 2005 the Town of Berryville sought to include Josephine City and Josephine Street in the Berryville National Register Historic District, and Virginia Landmark the designation is expected soon for Josephine Street.

The Josephine School Museum is listed on the National Register of Historic Places, and in active use as the sole facility commemorating the history of African-Americans in Clarke County. Substantial funds and effort have come from the community, the Town, the County, the Commonwealth of Virginia, and federal tax credits to make the Museum the prize that it is today.

Because we cherish our historic neighborhood, we the undersigned oppose the placement of twelve 21<sup>st</sup> century antennas placed on the Josephine School Water Tower, which is located within sight of the Josephine School Museum. This would mar the historic vista and character of Josephine Street. It would also have a negative impact on neighborhood morale, suggesting that once more, as so many times in the past, Josephine Street is being treated as "less than important and historic" by the larger community. By having a facility which other neighborhoods do not want, the messaging is that the members and historically designated site of this community are somewhat less valuable. The preservation of this historic area for posterity, must be protected.

We ask that the Town of Berryville reconsider the lease agreement with Verizon. We the undersigned are opposed to having those 12 antennas placed on the Josephine Street Water Tower. Therefore, we respectfully ask that you refrain from "any actions" and "such action" that would violate this community expression of concern.

Thank you for your time and attention.

Sincerely,

*Easton McDonald*

President Easton McDonald

## Josephine City and its Importance to our Community

This petition is to ask the Town of Berryville to reconsider the lease agreement with Verizon. We the undersigned are opposed to having those 12 antennas placed on the Josephine Street Water Tower. Therefore, we respectfully ask that you refrain from "any action" and "such action."

Because we are not trying to forget our heritage it appears that the Town has forgot about us, with legal manoeuver. Josephine Street Water Tower which is located (within sight of/about\*\* yards from) the Josephine School Museum, which is on the National Register of Historic Places. This would mar the historic vista and character of Josephine Street. It would also have a negative impact on neighborhood morale, suggesting that one more, as so many times in the past. We prefer to preserve this historic area for posterity for a long time to come and to live without a dozen antennas atop the water tower.

NAME	ADDRESS	STATE	ZIP
Deborah Higgins	204 Josephine St. Berryville	VA	22611
Thomasine Maxwell	129 N Church St Berryville	VA	22611
Christine Bailey	16 Osborne St Berryville	VA	22611
Marionna Clarke	4 Osborne St. Berryville	VA	22611
Michele Mitchell	129 N. Church St. Berryville	VA	22611
Barbara Page	213 Josephine St	VA	22611
Kate M. Haskins	212 N. Beechmarsh St Berryville	VA	22611
Kim Underwood	109 Josephine St. Berryville	VA	22611
C. Warren	301 S Josephine St	VA	22611
Ethel P. Smith	308 Josephine St	VA	22611
Yvette Dorsey	Berryville	VA	22611
Robert Galloway	314 Woodcuff Rd. Winchester, VA 22602	VA	22602
Shameka Mason	110 Parkside Dr. Winchester	VA	22601
Laura Woldorf	218 Josephine street, Berryville, VA	VA	22611
John Woldorf	218 Josephine St Berryville	VA	22611
Eva [unclear]	218 Josephine St Berryville	VA	22611
Christina Tasso	218 Josephine St. Berryville VA	VA	22611
Jamie [unclear]	218 Josephine St	VA	22611
Marcella Roberts	318 Josephine St. Berryville	VA	22611
Rev James Mize	213 Josephine St Berryville	VA	22611
Minister [unclear]	124 N. Church St Berryville	VA	22611

## Josephine City and its Importance to our Community

This petition is to ask the Town of Berryville to reconsider the lease agreement with Verizon. We the undersigned are opposed to having those 12 antennas placed on the Josephine Street Water Tower. Therefore, we respectfully ask that you refrain from "any action" and "such action."

Because we are not trying to forget our heritage it appears that the Town has forgot about us, with legal manoeuver. Josephine Street Water Tower which is located (within sight of/about\*\* yards from) the Josephine School Museum, which is on the National Register of Historic Places. This would mar the historic vista and character of Josephine Street. It would also have a negative impact on neighborhood morale, suggesting that one more, as so many times in the past. We prefer to preserve this historic area for posterity for a long time to come and to live without a dozen antennas atop the water tower.

NAME	ADDRESS	STATE	ZIP
Diola S Brown	113 Josephine St Berryville, VA	VA	22611
Voncent Hill	207 Waterford Lane Winchester, VA	VA	22602
Alice Paige	Josephine 118	VA	22662
Julia Paige	118 Josephine St. Berryville, VA. 22611	VA	22611
Nape Fudge	118 JOSEPHINE ST BERRYVILLE, VA. 22611	VA	22611
Wesley Paige	118 Josephine St Berryville, Va.	VA	22611
R. D. Higgins	206 Josephine St Berryville VA 22611	VA	22611
Thomas A Brown	121 Josephine St Berryville Va 22611	VA	22611
Ronell E. Paige	202 JOSEPHINE ST. BERRYVILLE, VA. 22611	VA.	22611
Joseph B. Clay	108 Josephine St	VA	22611
Brenda B. Jones	P.O. Box 531 Berryville, VA. 22611	VA.	22611
Glady Nelson	206 Moore Dr Berryville	VA	22611
Roland Clarke	210 Ritter Pl. Berryville	VA	22611
Sherrien Coleman	205 Ritter Place Berryville	VA	22611
Mary S. Strubling	102 Liberty St	VA	22611
Cycle F. Brown	112 PAGE ST	VA	22611
Corothy A. Brown	126 N. Church St Berryville	VA	22611
Mary Shone	6 Osborne St. Berryville	VA.	22611
Paul Jones	9. Osborne St Berryville,	VA	22611
Ann H. Jones	11 Osborne St. Berryville	VA	22611
Paul R. Jones	898 West Wood Rd Ber	VA	22611

Jill



Josephine City and its Importance to our Community

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NAME	ADDRESS	STATE	ZIP
Michael Carter	944 CLETON RD.	VA.	22611
Mary R. Allen	125 E. Fairfax St <sup>Berryville</sup>	VA	22611
JAMES H. WORTHY ROBINSON	224 Moore Dr. <sup>Berryville Va. 22611</sup>		22611
Rene Carter	944 Clepton Rd.	VA	22611
ANNEA PRINCE	118 MOORE DR BERRYVILLE	VA	22611
Henry Fox	219 Page St. Berryville	VA	22611
J. V. Van	412 Cobbler Dr Berryville	Va	22611-176
Joy Hayes	317 Josephine St	VA	22611
Ashlea Summers	315 Chinkapin Xc. Stephens City	VA.	22655
JAMIA B. BERTS	7020 Valley Ave #5 Winchester	VA	22601
Shirley Morgan	2491 Bishop Meade Rd Boyce	VA	22620
Frances Ligins	206 Josephine St	VA	22611
Doris M. Liggins	206 Josephine St.	VA.	22611
John J. Davis	145 Pembroke Dr Winclota	VA	22602
Ken Hubbard	113R Chinkapin Dr. stephencity	VA.	22655
Zenda Whitman	110 Parkside Dr Winchester	VA	22602
Vinda M. Whitmore	310 Ridge Field Ave, Stephens	Va	22655
Karin Leggin	109 JOSEPHINE ST	VA	22611
Henry Fox	210 Josephine St	VA	22611





**My name is Larry Yates. I live at 678 Berryville Avenue, Winchester, Virginia.**

**I am speaking here today as a student of, and activist against, racism. I have had three articles on this topic published in books in recent years, have done anti-racist training, and have coordinated anti-racist campaigns nationally, statewide and locally.**

**When we think of racism, we tend to think of its ugliest, but least widespread, form – violent racial hatred. But the reality is that more or less unconscious racial discrimination and disrespect are much more powerful influences in all our lives. As Patrick Mason wrote in his article, “Race and Egalitarian Democracy: The Distributional Consequences of Racial Conflict,” “the essence of whiteness is to have preferential access to economic, social and political opportunity.” Whites do not need to put on white pointy hats and bedsheets to get this preferential access. We merely need to accept the system we were born into, and its usually invisible privileges.**

Whites have preferential access to economic opportunity, because of government policies that have advantaged them in the past. For example, here in Virginia, it was legal to refuse to sell real estate based on race until 1968. In addition, whites have well-documented advantages in the job, real estate and borrowing markets, where the accumulation of relatively subtle acts of discrimination towards whites make a huge difference.

Whites also have preferential access to political opportunity, again because of government policies, such as the loss of the vote for ex-felons, which combines with the effects of racial profiling by law enforcement and the courts to disenfranchise thousands of Virginians of color.

**Why are we here tonight? We are here because a cell tower site has been chosen that is the least disruptive and inconvenient to existing patterns of power and custom in this community. Unsurprisingly, this site is one that is of**

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Notes on Larry Yates' statement, Clarke County hearing, April 12, 2011

The sections of my statement in bold type are those that I planned to read aloud.

My published writing on race and related issues includes a chapter on the history of housing organizing in *A Right to Housing: Foundation for a New Social Agenda*; my response to arguments against reparations for slavery in *The Debtors*, and a chapter in *Accountability and White Anti-Racist Organizing: Stories From Our Work*.

Publications I consulted for this statement included:

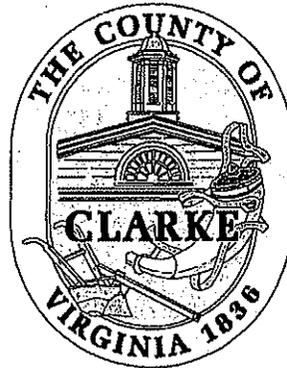
- **Toxic Wastes and Race at Twenty 1987—2007: A Report Prepared for the United Church of Christ Justice & Witness Ministries**
- **The Silent Depression: State of the Dream 2009**, by United for a Fair Economy
- **Impacts of Racism on White Americans**, edited by Benjamin Bowser and Raymond Hunt
- **Black Wealth, White Wealth**, by Melvin Oliver and Thomas Shapiro
- **American Apartheid**, by Douglas Massey and Nancy Denton
- **Medical Apartheid**, by Harriet A. Washington

PD-121101-07  
Revision Date: 02/09/2011

Page No.: 1  
Revision No.: New

Berryville Clarke County Government Center Facility Use and Grounds Use

# Berryville Clarke County Government Center Facility Use and Grounds Use



*This a controlled document.*



## Berryville Clarke County Government Center Facility Use and Grounds Use

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**Purpose** To establish guidelines and procedures regulating the use of the public areas of the Berryville Clarke County Government Center [BCCGC], public assembly and meeting room facilities and associated access and service areas, as well as exterior open space and parking.

Use of the facility/grounds for activities inconsistent with the design, construction and operation of the BCCGC shall not be permitted, notwithstanding the eligibility of the user.

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**Responsible Parties**

- Building Manager or authorized designee
- Joint Building Committee

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### Definitions

#### Eligible Groups:

- Tier 1: Governing Bodies: Berryville Town Council and Committees; Board of Supervisors and Committees
- Tier 2: Appointed bodies [Planning Commissions, Authorities, Committees, etc.]; Administrative Staff [Town Manager, County Administrator]
- Tier 3:
- a) Other elected bodies: Boyce Town Council, School Board;
  - b) State and federal agencies or representatives for the purpose of educating the public, soliciting comment; meeting with constituents, etc.;
  - c) Community groups that have members of the government bodies and/or appointed representatives from governing bodies and/or are funded in whole or in part by the governing bodies;
  - d) Meetings, such as public utilities, public services, regulatory agencies, etc. for the purpose of education of citizens with regard to their particular services or requirements when such presentation is determined to be in the "public interest" as opposed to the interest of the presenter.

## Berryville Clarke County Government Center Facility Use and Grounds Use

Tier 4: Other individuals or groups that are located in or doing business in the Town / County are permitted to use public areas in this facility and/or grounds to the extent permitted by law, established policy and availability.

**"Facility"** the area inside the physical building / structure including: the

- Upper atrium
- Lower atrium
- Meeting rooms

**"Grounds"** the areas outside the physical building / structure including:

- Parking lots
- Lawns
- Amphitheater

**"Public area"** include:

- Grounds
- Lobbies/atriums
- Main/AB Meeting Rooms

**"Restricted Use Areas"** include:

- Main Meeting Room Dais – restricted to Tiers 1-3
- Meeting Room C and adjacent Public Service area – restricted to Tiers 1-2

**Areas for Town/County business only** - these areas are not public including:

- Offices
  - Workstations
  - Stairwells
  - Corridors or halls [even those within a department], and
  - Departmental conference rooms [even if accessible from a central, public access corridor]
-

## Berryville Clarke County Government Center Facility Use and Grounds Use

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### Overall Policy Guidelines

1. This policy is established by the Joint Building Committee under general authority granted by the Berryville Town Council [Council] and the Clarke County Board of Supervisors [Supervisors].
2. This Policy governs the use of public areas.

Such use must not interfere with Town/County government functions, operations and business and shall be limited to uses compatible with the facility and/or grounds.

Uses not consistent with the overall purpose of the facility and/or grounds, notwithstanding the eligibility of the individual / group, shall not be permitted.

Facilities/grounds not covered by this policy include:

- o Courts Complex
- o Joint Administrative Services facility
- o Maintenance facility
- o All Park and Recreation grounds and facilities
- o All Independent Fire and Rescue Stations
- o Social Services
- o Facilities under the control of the Clarke County School Board

3. The primary use of the facility/grounds is for the conduct of government business. Consequently, use of public areas of the facility/grounds shall be assigned priority as defined by Tier. Every effort shall be made to accommodate previously scheduled uses; however, in the event that the business of a regularly scheduled meeting cannot be completed within the time allotted and/or an emergency situation requiring the convening of a meeting of a particular group arises, priority shall be assigned as defined by Tier and shall pre-empt as set forth canceling all previously scheduled meetings.
  4. Only individuals/groups that are located in or doing business in the Town / County are permitted to use public areas in this facility and on the grounds to the extent permitted by law. Such use must not interfere with Town/County government functions, operations and business.
  5. Use by profit-making groups for profit-making purposes:
-

**Berryville Clarke County Government Center Facility Use and Grounds Use**

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- Allowed on the grounds with a permit.
  - Prohibited within the facility.
6. Because the Voter Registrar is located within the Government Center, only established non-partisan organizations that do not endorse individual candidates or parties may conduct a meeting at which current election issues are discussed, provided all candidates for the same office have been invited to appear on the program.
7. Admission fees, offerings, donations, etc. shall not be collected for any event held within the facility.
8. Commercial activity is prohibited within the facility.
- 

**Logistics**

---

*Food and Beverages*

Food and/or beverages may be served and consumed only if approval is granted in advance of the event and only in the following areas:

- Lower Atrium
- Outside grounds
- Meeting Room C – internal use only

Food and beverages are prohibited in the Main / AB Meeting Rooms at all times.

---

*Parking*

All parking spaces in the parking lots that are designated for specific uses [*handicap, Town Police, Library drop off, etc.*] are restricted to the permitted/designated use.

Individuals or groups holding or attending meetings or events are responsible for locating and using appropriate, available public parking.

---

*Prohibitions*

- There shall be no alcoholic beverages served upon, consumed upon or brought inside the facility.
  - There shall be no illegal drugs brought onto or used in the facility or on the grounds.
-

## Berryville Clarke County Government Center Facility Use and Grounds Use

- 
- Smoking is prohibited inside the facility.
- 

### *Security*

The user shall provide, at its own expense, any security that the user desires in addition to security normally provided by the Town/County.

---

### *Set Up and Clean-Up*

- The group/user must arrange with the Town/County to obtain access.
  - The group/user may use equipment and furniture, such as tables, chairs and dry erase boards that are located in the approved meeting room[s].
  - Tables in the Main / AB Meeting Rooms may not be moved without prior approval.
  - Any other needed equipment or furniture must be supplied by the group/user.
  - After use of the room, the group/user shall be responsible for returning the meeting room/space to its original condition and configuration.
  - The group/user is responsible for ensuring that all trash is placed in the provided containers.
  - The group/user is responsible for securing the room[s] after the meeting. [See PD-12110-06 Berryville Clarke County Government Center Closure Procedure and F1211-28 Berryville Clarke County Government Center – Closure Checklist.]
- 

### *Electronic and Audio-Visual Equipment*

Tier 4 groups are prohibited from use of the electronic or audio/visual equipment in the Main / AB Meeting Rooms.

Use of this equipment by Town/County employees is subject to training and approval by the Building Manager.

---

### *Signs, emblems, banners, pennants, etc.*

Signs, emblems, banners, pennants, etc. may not be affixed to any building surface, steps, walls or light fixtures.

---

## Berryville Clarke County Government Center Facility Use and Grounds Use

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Signs, emblems, banners, pennants, etc. that are self-standing may be put into place at the start of the scheduled, approved meeting and must be removed at the conclusion of the meeting.

A copy of any sign, emblem, banner, pennant, etc. to be used shall accompany the completed form F1211-31 - Facility Use and Grounds Use Scheduling Request, Fee Schedule and Agreement.

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### Use of Facilities and Grounds

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#### *Equal Access*

This policy shall apply to all groups and individuals that have requested use of this facility and/or grounds.

No group or individual shall be excluded from equal access to this facility and/or grounds because of considerations of sex, race, religious or political persuasions or views. However, use may be denied or terminated if there are any violations of the rules set forth in this policy and/or if the use poses health or safety risks.

---

#### *Scope of and Restrictions on Use*

1. Tier 4 groups shall be subject to usage fees that shall be payable in advance. Note: should the event exceed the allotted time, an invoice for the difference shall be generated and provided to the scheduling agent for the individual / group.
  2. Groups are generally limited to one reservation per month and request shall be submitted 45 days in advance and should occur no earlier than three [3] months in advance of the first requested date.
  3. The event must be conducted in approved areas only.
  4. Meeting room occupancy is limited to 150 persons.
  5. The user shall obtain any licenses or permits required by law.
  6. Subject to approval, permission to use shall be granted for events that are scheduled to begin and end:
    - o Facility between 6 pm and 10 pm Monday through Friday
    - o Grounds between 6 pm and 10 pm Monday through Friday.  
Weekends - 7 am to 10 pm.
-

## Berryville Clarke County Government Center Facility Use and Grounds Use

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7. Facility use on weekends is limited to events coordinated and staffed by Town/County employees and/or officials.
  8. Use of the Main Meeting Room shall be limited to its intended use as meeting space.
  9. Animals, other than service animals, are prohibited in all areas of the facility.
- 

### *Grounds Use*

For events held on the grounds, the organizer/agent/applicant shall submit a written plan with the request to include:

- Detail of the nature of the event.
- Date[s] and hour[s] requested.
- Anticipated number of participants. [This number shall include attendees, vendors, organizers, etc. throughout the course of the event.]
- Need for water and electric service. Note: Fees for use shall be negotiated. Other use fees may apply.
- A scaled diagram depicting the following:
  - √ The location, capacity, and nature of all temporary lighting, sound, public address facilities, stages, fencing, etc.
  - √ The location, capacity, and nature of all temporary food, water, portable toilets, and all other public health-related facilities.
  - √ Vehicle ingress, egress, and parking plan, to include emergency vehicle access.
  - √ The areas for performances or activities and seating, showing the location of all aisles for pedestrian travel and other crowd-control measures.

The organizer/agent/applicant shall be responsible for securing all applicable:

- Permits;
  - Inspections;
  - Event insurance; and,
-

**Berryville Clarke County Government Center Facility Use and Grounds Use**

---

- o Provide proof of same to the Building Manager.
- 

*Liability*

Any user/group using this facility and/or grounds shall:

1. Be required to release the Town/County from any liability for damages caused to the user or its property during the time of use.
  2. Hold the Town/County harmless from any liability to third parties for injury caused by the group or any persons or groups to attend the event.
  3. Be liable to the Town/County for any damages to its property or injuries to its employees or agents caused by the group or by any person attending the group's events, whether or not the damage is the result of negligence, intentional acts or accident.
  4. Provide evidence of a minimum of \$1,000,000 in liability insurance coverage as part of any application.
- 

*Denial of Usage*

The Town/County reserves the right to deny applications for use if the user has previously violated the rules set forth in this policy or if the use would pose health or safety risks.

Tier 4 Groups Only: Failure to pay additional fees or damages, as determined, shall result in denial of all currently scheduled events/meetings and/or future requests until such a time as payment is received.

Activities involving more than normal wear and tear of the furnishings will not be permitted.

---

*Solicitation*

Minor, transitory solicitations, such as parents selling items for a child's school fundraiser or organizing a team for participation in a charity event may be allowed without approval provided it is not conducted in a disruptive manner.

Sales displays [such as tables, jars, samples, etc.] are prohibited.

Solicitation for a Town/County-approved charity event may occur with the express permission of the respective executive.

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**Berryville Clarke County Government Center Facility Use and Grounds Use**

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All other solicitation in this facility and/or grounds is strictly prohibited, including solicitation by employees for personal profit.

---

**Applications for Usage**

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*Required Forms / Submittal*

Users/groups shall complete F1211-31 Berryville Clarke County Government Center – Meeting Room / Facility Use / Grounds Use Scheduling Request, Fee Schedule and Agreement.

Completed F1211-31 shall be submitted no less than 45 days in advance of the first day needed and shall include:

- All applicable fees. Checks shall be made payable to Treasurer of Clarke County. In the event the request is denied, fees shall be refunded within 45 days.
- Proof of insurance
- For events held on the grounds, see requirements set forth under Grounds Use section of this document.

**CAUTION: No partial submittal shall be reviewed.**

---

*Notification*

Applicants will be notified of status within one working week of receipt of a completed request [F1211-31].

If you do not agree with a scheduling decision, contact the Building Manager.

The Building Manager shall forward to the Joint Building Committee for final decision.

User/group shall be solely responsible for all public/private notifications including legal notice, where applicable.

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*Cancellation of Permission Due to Closure*

In the event Town/County government is declared closed due to inclement weather or other reason[s], any permission to use the facility or grounds is automatically withdrawn during the closure period.

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**Berryville Clarke County Government Center Facility Use and Grounds Use**

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Town/County government closure information is available on local radio and television stations.

In such an event, the Town/County shall not provide notice of cancellation – users shall be solely responsible for notifying event participants.

---

**Related Documents  
and Forms**

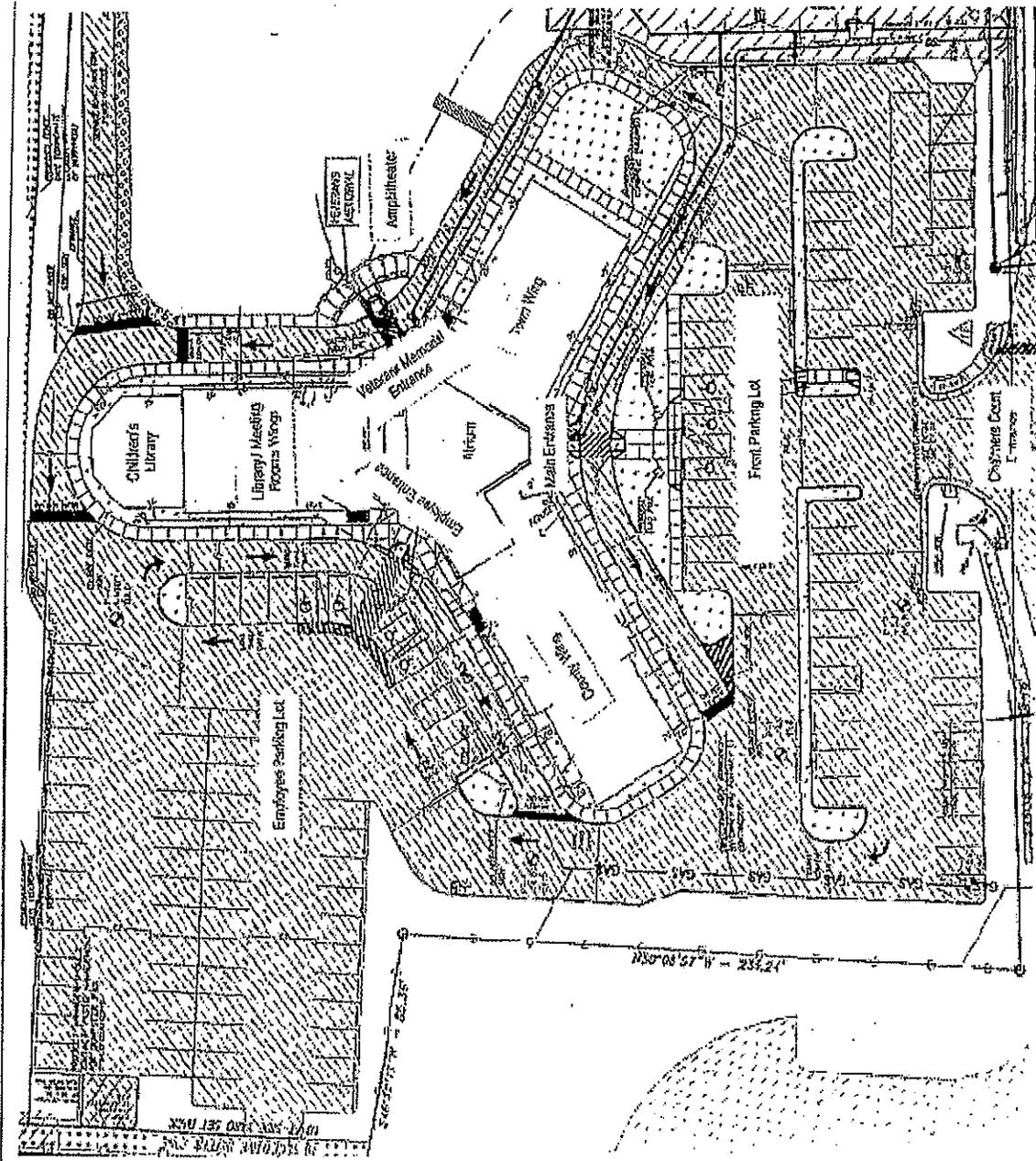
F1211-31 Berryville Clarke County Government Center – Meeting Room / Facility Use / Grounds Use Scheduling Request, Fee Schedule and Agreement

PD-121101-06 Berryville Clarke County Government Center Closure Procedure

F1211-28 Berryville Clarke County Government Center – Closure Checklist

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### Berryville Clarke County Government Center Facility Use and Grounds Use Diagram of Grounds



End of document.

# Berryville Clarke County Government Center

## Facility Use and Grounds Use Scheduling Request, Fee Schedule and Agreement

Name of Entity: \_\_\_\_\_

Staff/Authorized Agent: \_\_\_\_\_ Contact No.: \_\_\_\_\_

Date[s] Required: \_\_\_\_\_ *This number shall be used for official notification.*

Start Time[s] Including Set Up: \_\_\_\_\_ Stop Times[s] Including Break Down: \_\_\_\_\_

*Note: Tier 4 Groups: Facility Use: meetings/events to begin and end between the hours of 6 pm to 10 pm Monday thru Friday. Groups are generally limited to one reservation per month. Grounds Use: between 6 pm and 10 pm Monday thru Friday. Weekends - 7 am to 10 pm.*

Estimated No. of Participants/ Attendees: \_\_\_\_\_ Audio Visual Required:  Yes  No [Tiers 1-3 Only]  
*Shall not exceed 150 occupancy limit for Meeting Room area.*

**Conditions:**

1. Request shall be submitted 45 days in advance and should occur no earlier than 3 months in advance of the first requested date.
2. The primary use of this facility is for the conduct of government business and use of public areas of the facility/grounds shall be assigned priority as defined by Tier - [See PD-121101-07]. Every effort shall be made to accommodate previously scheduled uses; however, in the event that the business of a regularly scheduled meeting cannot be completed within the allotted time or a situation arises requiring the convening of a meeting, priority shall be assigned as defined by Tier and shall pre-empt as set forth canceling all previously scheduled meetings.
3. Audio/visual equipment: Tier 4: Use is prohibited. Tiers 1-3: prior orientation on equipment operation is required.
4. Any change, alteration, or addition to meeting room[s] must have prior written approval and it shall be the responsibility of the agent to return the meeting room[s] to their original configuration immediately following the meeting.
5. The agent is responsible for securing keys to the meeting rooms or building, as necessary, prior to the scheduled meeting and promptly returning all keys issued.
6. In the event of cancellation of a scheduled meeting, notification must be given with as much advance notice as possible. In the event of facility closure due to inclement weather, etc., the Town/County shall not provide notice of cancellation. Groups/users shall be solely responsible for notifying event participants of cancellation.
7. The agent in charge of the activity will be responsible for: a) Any damage caused by the individual/group or by others admitted to the meeting and/or resulting from failure to properly secure the building. b) Payment of applicable fees should the event exceed the allotted time.
8. The agent will pledge that proper care will be taken of facility and equipment. The Town / County reserve the right to deny future use of facility if it is determined that the group has engaged in improper conduct, misuse of property, and/or non-payment of assessed fees.
9. Provide with this request:
  - Applicable fees. Make check payable to Clarke County Treasurer. In the event the request is denied, fees shall be refunded within 45 days.
  - Evidence of a minimum of \$1,000,000 in liability insurance coverage.
  - Grounds Use: See PD-121101-07 BCCGC Facility Use & Grounds Use for requirements.

Room/Area Requested	Tier 4 Fees
<b>Meeting Room:</b>	
Main <input type="checkbox"/>	\$200
AB <input type="checkbox"/>	\$80
Main/AB <input type="checkbox"/>	\$280
[Tier 1-2 Only] C <input type="checkbox"/>	N/A
[Tier 1-2 Only] Main/C <input type="checkbox"/>	N/A
[Tier 1-2 Only] Main/AB/C <input type="checkbox"/>	N/A
<b>Atrium:</b>	
Lower <input type="checkbox"/>	\$80
Upper <input type="checkbox"/>	\$80
Both Levels <input type="checkbox"/>	\$160
<b>Grounds:</b>	
Evenings <input type="checkbox"/>	\$80
Weekend [Rate per day] <input type="checkbox"/>	\$200

**Office Use**

Request Approved:  Yes  No

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

Agent: \_\_\_\_\_

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

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

Notes: \_\_\_\_\_

Agent Signature: \_\_\_\_\_

**Berryville Clarke County Government Center Facility – Display of Flyers, Brochures, Other Materials**

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**Purpose** The purpose of this policy is to outline the proper guidelines and procedures for the display of information such as flyers, brochures, notices, etc. in the common areas of the Berryville Clarke County Government Center.

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**Approval** The Joint Building Committee shall have final determination on the information to be presented in the display racks/common areas.

---

**Responsibility**

Authorized Employees:

- Adding, monitoring, and/or removing items as necessary.
- Coordinating placement with Central Reception.
- Adhering to procedure.

Central Reception:

- Advising of availability, as appropriate.
- Monitoring information in display racks / common areas.
- Removing, discarding/recycling, as appropriate, all unauthorized, outdated and/or non-conforming materials.
- Note: Central Reception shall not be responsible for returning any items unless requested in advance by the authorized employee.

---

**Permissible Items** Display racks/common areas are for government information only and are primarily for use as a means of disseminating to the public and employees information relative to government activities.

Brochures and fliers are used as informational and promotional tools to enhance participation and increase community awareness. Brochures and fliers provide information to the public about workshops or community education programs or can be used to promote an upcoming special event. Examples are:

- Announcements regarding community meetings or event
  - Information on fire safety, recycling, or water conservation
-

**Berryville Clarke County Government Center Facility – Display of Flyers, Brochures, Other Materials**

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- Newsletters
- Educational or recreational programs

Items may be distributed as long as they are valid.

Dated items may be displayed for a maximum of one month in advance of the event.

If space becomes limited, preference shall be given to items of a timely nature and to departments or groups that have not recently distributed items.

---

**Prohibited Items / Groups**

Prohibited groups / items include, but are not limited to:

- Political Campaign literature
- Commercial advertising
- Personal ads
- Real estate sales
- Rental ads
- External groups
- External agencies
- Individuals

Items left or posted without approval shall be removed and discarded without notice.

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*End of document.*



## Berryville Clarke County Government Center – Closure Procedure

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**Purpose and Scope** To establish a procedure for use by persons working in and/or using the Berryville Clarke County Government Center [Government Center] that set forth:

- Individual office closure for all persons working at the facility.
- Area office closure for supervisors.
- After-hours closure for all entities/individuals using the facility and/or grounds.

---

**Affected Personnel** All employees working in the Government Center.

Staff / authorized representatives tasked with scheduling, attending and/or closing meetings / training / events conduct at the Government Center.

---

**Individual Office Closure Responsibility** At the end of the work day, each employee is responsible to:

- √ Shutdown/log off their personal computer / work station
- √ Turn Off Peripheral Equipment
- √ Close/Lock Windows, *when applicable*
- √ Secure Outer Window[s], *where applicable*
- √ Turn Off Office Lights
- √ Lock Office Door
- √ If the door used to exit the facility is locked, relock upon exit. If there is a question, check with your supervisor or Central Reception.

---

**Supervisor Area Closure Responsibility** At the end of the work day, the area Supervisor shall:

- √ Check/Turn Off Restroom Water
- √ Check/Turn Off Restroom Lights
- √ Close Restroom Doors
- √ Check/Turn Off Break Room Appliances, where applicable
- √ Check/Turn Off Break Room Lights
- √ Close Break Room Door
- √ Check For Other Employees/Citizens

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**Berryville Clarke County Government Center – Closure Procedure**

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- √ Check Copiers and Shared Equipment/Turn Off, where applicable
  - √ Turn Off Office Area Lights
  - √ Check/Lock Area Inner Office Door[s]
  - √ Check/Lock Outside Exterior Doors in Wing [Building Dept., Town, Library, where applicable]
  - √ If the door used to exit the facility is locked, relock upon exit. If there is a question, please check to the level necessary to ensure that the facility is properly and appropriately secured.
  - √ Designate an area alternate to perform area closure procedures.
  - √ Identify and communicate to management:
    - Custodial or Maintenance Needs
    - Broken or Missing Equipment
- 

**Closure Outside  
Normal Working  
Hours Responsibility**

It is the responsibility of the assigned staff / authorized representative using the meeting rooms / facility / grounds outside of normal working hours to:

*Meeting Rooms*

- √ Turn Off Audio / Visual Equipment Using Remote Only
    - If used, turn off microphone at podium.
  - √ Return Control Unit to Charging Base
  - √ Straighten / Return Chairs, Tables, Display
  - √ Remove All Material Used For Event
  - √ Check Area for Debris / Discard
  - √ Check For Other Employees/Citizens
- 

*Restrooms*

Meeting Rooms and 1<sup>st</sup> Floor Atrium Restrooms

- √ Check For Other Employees/Citizens
  - √ Check/Turn Off Water
  - √ Check/Turn Off Lights
- 

*Lights*

- √ Check/Turn Off Lights [Meeting Room/Atrium/ Restrooms, etc.]
  - √ Turn Off Parking Lot Lights
  - √ Turn Off Atrium Lights in Reception
-

## Berryville Clarke County Government Center – Closure Procedure

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### Doors

- √ Park Elevator [when applicable]
  - √ Check/Lock Wing Doors 2<sup>nd</sup> Floor: County, Town, Meeting Room: Rear Exit / Inner / Outer Glass Door
  - √ Check/Lock Main Stairwell
  - √ Check/Lock Outside Exterior Doors: Building Dept., Town, Library, where applicable
  - √ Check/Lock Wing Doors 1<sup>st</sup> Floor : County, Town, Library,
  - √ Check/Lock Restrooms
  - √ Check/Lock Reception Door
  - √ Lock Main Entrance & Set Switches to Electric Assist to the Center / Off Position. [*Remember to lock top and side latches and lock panic bar using key/bolt..*]
  - √ Lock Memorial Entrance [*Remember to lock top and side latches and lock panic bar using key/bolt..*]
  - √ Lock Employee Entrance [*Remember to lock top and side latches and lock panic bar using key/bolt..*]
- 

### Other

- √ Identify and communicate to management:
    - Custodial or Maintenance Needs
    - Broken or Missing Equipment
  - √ Complete, sign and return to Central Reception F1211-28 Closure Checklist.
- 

### Related Documents and Forms

- PD-12110-07 Berryville Clarke County Government Center Facility Use / Grounds Use / Meeting Room Scheduling Procedure
  - F1211-28 Berryville Clarke County Government Center – Closure Checklist
  - F1211-31 Berryville Clarke County Government Center – Meeting Room / Facility Use / Grounds Use Scheduling Request and Agreement
- 

*End of document.*

**Berryville Clarke County Government Center – Closure Checklist  
For Meetings, Events, Training, etc.**

*It is the responsibility of the authorized representative when using the facility or grounds outside normal office hours to complete and return this form to Central Reception for each meeting, event, training, etc.*

User Group: Clarke County Board of Supervisors

Date Used: 03/15/2011 Actual Start Time: 6:00 p Actual Stop Time: \_\_\_\_\_

Area Used:  Main  AB  C  Atrium Upper  Atrium Lower  Exterior/Grounds  
*Check all that apply*

Audio Visual Used  Yes  No

Turn Off Audio / Visual Using Remote Only  
*[If used, turn off microphone at Podium.]*

Return Control Unit to Charging Base

Remove All Material Used For Event

Straighten / Return Chairs, Tables, Display

Check Area for Debris / Discard

Check For Other Employees/Citizens

Check/Turn Off Lights [Meeting Room/Atrium/Hall]

Check/Turn Off All Restroom Lights/Water

Park Elevator *[when applicable]*

Turn Off Parking Lot Lights

Check/Lock Main Stairwell

Check/Lock Reception Door

Check/Lock Wing Doors:

2<sup>nd</sup> Floor  County  Town

Meeting Rooms Rear Exit/Inner/Outer Glass Doors

1<sup>st</sup> Floor  County  Town  Library

Restrooms  Central Reception

Check/Lock Auxiliary Exterior Doors: *[if applicable]*

Building Dept.  Town  Library

Lock Main Doors: *[Remember on all exterior atrium doors to lock top and side latches and lock panic bar using key/bolt located in the podium second shelf and/or with Central Reception Meeting Room keys.]*

Main Entrance & Set Switches to Electric Assist to the Center / Off Position

Memorial Entrance

Employee Entrance

Identify Custodial/Maintenance Needs: \_\_\_\_\_  None

Identify Broken/Missing Equipment: \_\_\_\_\_  None

**Note: If urgent need arises, report to 540-955-1234; or for a true emergency, call 911.**

**After-Hours Closure Sign Off by Staff / Authorized Representative**

With my signature below, I certify that all areas were checked and locked upon my departure.

Staff/Authorized Representative: \_\_\_\_\_

Or the user group listed below was occupying the facility at the close of my activity.

User Group: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

**Return completed, signed checklist to Central Reception – return with CR meeting room keys if used.**



## DEED OF WATER TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2011, between THE TOWN OF BERRYVILLE VIRGINIA, a \_\_\_\_\_, with its principal offices at \_\_\_\_\_, Tax ID # \_\_\_\_\_ hereinafter designated LESSOR and CELLCO PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

## WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 422 Jack Enders Boulevard, Berryville, Clarke County, Virginia, 22611, as shown on the Tax Map of Clarke County as Tax Parcel Number 14-((A))-53A, and being further described in Deed Book [\_\_\_\_\_] at Page [\_\_\_\_\_] as recorded in the Office of [\_\_\_\_\_] (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a thirty (30) foot wide right-of-way extending from the nearest public right-of-way, Jack Enders Boulevard, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of [ ] Dollars (\$ ) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> day of the month, the Agreement shall commence on the 1<sup>st</sup> day of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> day of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation

to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. Unless LESSOR is otherwise instructed in writing by LESSEE, all invoices for power consumption shall be sent by LESSOR to LESSEE at (i) if by regular U.S. Mail: "Verizon Wireless, PO Box 182727, Columbus, OH 43218-2727" or (ii) if by Federal Express, UPS or similar overnight carrier: "Cass Information System, 2675 Corporate Exchange Drive, Columbus, Ohio 43231, Attention: Ms. Lorna West." LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. RENTAL ESCALATIONS. The annual rental shall increase on each anniversary of the Commencement Date by three percent (3%) during the initial term and any extension terms set forth in Section 4 of this Agreement.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall

have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for

injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the

equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE.

The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family

members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:     The Town of Berryville, Virginia  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LESSEE:     Cellco Partnership  
              d/b/a Verizon Wireless  
              180 Washington Valley Road  
              Bedminster, New Jersey 07921  
              Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's

right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period

and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

### 31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or

damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation,

LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. RULE AGAINST PERPETUITIES SAVINGS CLAUSE. If the commencement of installation of the equipment on the Premises has not occurred on before the date that is five (5) years from the date of full execution of this Agreement (the "**Outside Date**"), this Agreement shall automatically terminate as of the Outside Date and be of no further force or effect.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**THE TOWN OF BERRYVILLE,  
VIRGINIA**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE:  
CELLCO PARTNERSHIP  
d/b/a VERIZON WIRELESS**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
David R. Heverling  
Area Vice President Network  
Date: \_\_\_\_\_

**EXHIBIT A**

**Premises**

See attached.



1 inch = 1.5  
at  
1320 ft radius



**BERRYVILLE TOWN COUNCIL  
POLICE AND SECURITY COMMITTEE  
Wednesday, April 6, 2011  
Berryville-Clarke County Government Center  
Town Council Conference Room  
Called Meeting  
11:00 a.m.**

**MINUTES**

**Roll:**

**Town Council:**

Present: Mary Daniel, Chair; David Tollett

**Staff:** Keith Dalton, Town Manager; Neal White, Chief of Police

1. **Call to Order** – Mary Daniel, Chairman

Chairman Daniel called the meeting to order at 11:09 a.m.

2. **Update on Department Status** – Chief White discussed the number of parking tickets and summonses issued. He discussed several recent larcenies. The committee reiterated the need for the public to lock their vehicles and garages.

Council member Daniel asked about bike helmet distribution this year. Chief White indicated that Department of Health money for that program has seemingly dried up. He intends to hold a bike rodeo at some point in time, however significant distribution of helmets is unlikely.

3. **Update Reserve Program Status** – Chief White reviewed the Reserve Program General Order with the committee. Mr. Dalton reviewed required Code changes. Mr. Dalton noted that the Code change language had been reviewed by Mr. Mitchell.

Upon motion by Council member Tollett, seconded by Council member Daniel, the Committee unanimously recommended adoption of the Code changes and General Order regarding the Reserve Program to the Town Council.

The committee set their next meeting for August 3, 2011 at 11 a.m.

3. **Adjourn**

The committee meeting was adjourned at 11:33 A.M.

  
\_\_\_\_\_  
Keith Dalton, Town Manager

**BERRYVILLE TOWN COUNCIL  
BUDGET AND FINANCE COMMITTEE  
Wednesday, April 27, 2011  
Berryville-Clarke County Government Center  
Town Council Conference Room  
Called Meeting  
11:00 a.m.**

**MINUTES**

**Roll:**

**Town Council:**

Present: Recorder Harry Lee Arnold, Jr., Chair; Mary Daniel

**Staff:** Keith Dalton, Town Manager; Desiree Moreland, Treasurer/Asst. Town Manager;

**1. Call to Order** – Recorder Harry Lee Arnold, Jr., Chair  
Chairman Arnold called the meeting to order at 11:02 a.m.

**2. Closed Session**

Pursuant to Section 2.2-3711-A-29 of the Code of Virginia, 1950, As Amended, for the purpose of discussion of the award of a public contract, specifically proposals to provide audit services to the Town, involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body.

**a. Motion to enter Closed Session**

It was moved by Council member Daniel, seconded by Recorder Arnold that the Budget and Finance Committee of the Council of the Town of Berryville enter Closed Session pursuant to Section 2.2-3711-A-29 of the Code of Virginia, 1950, As Amended, for the purpose of discussion of the award of a public contract, specifically proposals to provide audit services to the Town, involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body.

**VOTE:**

Ayes:	Mary Daniel Harry Lee Arnold, Jr., Recorder
Nays:	None
Absent During Vote:	None
Absent During Meeting:	None

**b. Enter Closed Session**

The Budget and Finance Committee of the Town Council entered closed session at 11:04 a.m.

**c. Reconvene Open Session**

The Committee reconvened in open session at 3:05 p.m.

d. Certification of Closed Session

**Town of Berryville  
Budget and Finance Committee of the Town Council  
RESOLUTION**

MEETING DATE: April 27, 2011

MOTION BY: Mary Daniel

SECOND BY: Harry Lee Arnold, Jr., Recorder

CERTIFICATION OF CLOSED SESSION

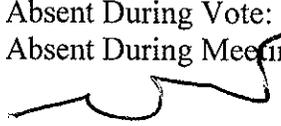
WHEREAS, the Budget and Finance Committee of the Council of the Town of Berryville, Virginia (Committee), has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

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

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

VOTE:

Ayes:	Mary Daniel
	Harry Lee Arnold, Jr., Recorder
Nays:	None
Absent During Vote:	None
Absent During Meeting:	None




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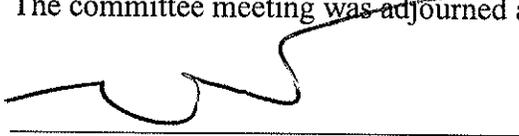
Keith Dalton, Town Manager

**3. Discussion**

The committee authorized the Town Manager to negotiate the contract in accordance with the rankings made during the interview and to provide the Town Council with a contract for audit services for review at their next meeting.

**4. Adjourn**

The committee meeting was adjourned at 3:14 p.m.



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Keith R. Dalton, Town Manager