

**BERRYVILLE TOWN COUNCIL**  
**Tuesday, January 11, 2011**  
**Berryville-Clarke County Government Center**  
**Regular Meeting**  
**7:30 p.m.**

**MINUTES**

**Roll:**

**Town Council:**

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

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

**Press:** Mike Dowling, ClarkeDailyNews.com

- 1. Call to Order:** Wilson Kirby, Mayor  
Mayor Kirby called the meeting to order at 7:30 p.m.
  
- 2. Public Hearing:** The Berryville Town Council will consider modifications to the Planning and Zoning Fee Schedule in order to establish a permit fee for zoning permits for temporary family health care structures and modification of the fee charged for utility inspections.  
  
Mayor Kirby opened the public hearing at 7:30 p.m. There were no public comments. The public hearing was closed at 7:31 p.m.
  
- 3. Regular Session:** Mayor Kirby opened the Regular Session at 7:32 p.m.
  
- 4. Report of the Mayor:** Mayor Kirby introduced Jerry Copp, VDOT Resident Engineer and Ed Carter, VDOT Assistant Resident Engineer. Mr. Dalton said this visit from VDOT was scheduled so that the Council could talk to them about Mosby Boulevard, the 2035 transportation plan and other VDOT issues of interest to Council.

**Mosby Boulevard**

Mr. Dalton said that VDOT will hold a Public Hearing on the Mosby Boulevard plan on January 12, 2011 at 4:00 p.m. at the Government Center. He noted that there have been changes to the Mosby Boulevard plan since the Council last met. He said that one of the Town Council's main comments about the project, moving the right-of-way for the multi-purpose path so that it is on the south side of Mosby, has been incorporated into the plan.

Mr. Copp said that the project has come a long way in the last two to three weeks as a result of the stakeholders working together and compromising. He said that he appreciates the openness and willingness to work together and that he believes that the plan is a good one.

Mr. Copp said that VDOT technical experts will be present at the Public Hearing. He then explained the VDOT Public Hearing process to the Council.

Mr. Copp said that the plan calls for the project to be completed in 2012, before the high school opens.

Mayor Kirby asked about the easements that need to be negotiated to facilitate the roundabout. Mr. Copp spoke about the progress in obtaining such easements and agreements. He said that additional right-of-way is also needed at the main entrance to the high school and that drainage easement agreements also need to be made with the school.

Council member Kitselman asked about street lights along Mosby. Mr. Copp said that the only plans for street lights at this point are at the roundabout. Council member Kitselman asked if there is any way to include street lights on Mosby Boulevard. Mr. Copp said that there is no funding for street lights. Council member Kitselman asked if the project could be designed to allow for street lights to be installed later. Mr. Copp said that this forward thinking is correct and that he will commit to discussing the issue. Council member Kitselman said that it is unfortunate if street lights can't be funded but it would be advantageous to at least get the conduits in the asphalt and to work with Rappahannock Power for proper placement. There was a discussion of possible street light locations.

Mayor Kirby asked about the stormwater management pond on the north side of Mosby and the possibility of eliminating that pond by allowing the small amount of water generated by the new section to be diverted to the existing pond. Mr. Copp said that this is a question for the designer who will be present at the Public Hearing. He said he believes that the schools were willing to accommodate some of the runoff from Mosby but could not take it all.

Council member Kitselman asked if there are any modifications to the DG Cooley entrance on this plan. Mr. Dalton said that he understands from Ms. Bouffault that the School Board agrees that the entrance should be closed, but it is not on this plan. He said the School Board is looking at a joint entrance for the old high school and DG Cooley. Mr. Copp said that the plan leaves the entrances as they are.

Mr. Dalton reported that the landscaping plan for the roundabout is in the formative stage and that since it is an entrance to town, the Council may want to look at it.

#### Other VDOT Issues

Council member Daniel asked about traffic calming measures on South Buckmarsh Street where it intersects with Hermitage Boulevard. She said that the question is with the speed changing from rural to town at that intersection, if rumble strips, islands or crosswalks could be installed for traffic calming. Mr. Copp said that he would like to meet with Ms. Daniel and Mr. Dalton about this issue. Mr. Dalton said that there is a similar concern at Main Street and Hermitage Boulevard.

There was a discussion about the intersection at Main Street and Hermitage Boulevard. Mr. Copp said that next time the traffic engineers get together he will talk to them about the intersection.

Council member Kitselman said that a couple of constituents have asked about the crosswalk on Main Street near the old library and the possibility of getting a “Yield to Pedestrians” sign there. Mr. Copp said he can look into this as well.

#### 2035 Plan

Mr. Dalton said that on West Main Street at Mosby Boulevard there is an existing 40 foot right-of-way and the school has provided a 20 foot right-of-way. He said that VDOT is calling for widening that area to an urban three lanes and asked if any more significant right-of-way is needed to widen the road. Mr. Copp said that he will not know until the engineering is completed but that it is wise to get setbacks in case they are needed.

Mr. Dalton said that item 46 in the 2035 plan deals with improvements on East Main Street taking the road to an urban three lane design. He asked if VDOT is ever amenable to a two lane urban design because of physical constraints. He said that most everyone would want curb and gutter but that the physical constraints of the area east of Jack Enders Boulevard might preclude three lanes. Mr. Copp said that VDOT has allowed this type of improvement and it really depends on what it looks like on the ground.

#### **5. Approval of Minutes**

December 14 and 21, 2010

Upon motion by Council member Daniel, seconded by Council member Kitselman, the minutes of the December 14 and 21, 2010 meetings were unanimously approved with one change to the December 14 Minutes.

#### **6. Citizen’s Forum**

Stan Kerns of the Barns of Rose Hill gave an update on the progress of the project and offered a tour to the Town Council after the stairs are installed.

#### **7. Planning and Zoning Matters: Keith Dalton**

##### Action Item: Modification of Planning and Zoning Fee Schedule

Upon motion by Recorder Arnold, seconded by Council member Daniel, the Council of the Town of Berryville approved the attached changes to the Planning and Zoning Fee Schedule by establishing a zoning permit fee of \$100 for Temporary Family Health Structures and by increasing the fee charged for utility inspections from \$30 per hour to \$40 per hour.

##### VOTE:

Recorded Vote:

Ayes:

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

Nays: None  
 Abstain: None  
 Absent During Vote: None

**PLANNING AND ZONING FEES**

Effective February 1, 2011

1. ZONING ORDINANCE

REZONING (MAP AMENDMENTS)

Base Fee .....\$3,000  
 Per Acre Fee after the first acre .....\$2,000  
 Consulting services, if required .....Cost

ORDINANCE TEXT AMENDMENT\* .....\$500  
 Consulting services, if required.....Cost

SPECIAL USE PERMIT

Residential, including home occupations, private swimming pools and  
 tennis courts – when required .....\$250 (plus site plan fees)  
 Commercial/Industrial .....\$1,500 (plus cost of site plan)  
 Consulting services, if required .....Cost

SITE DEVELOPMENT PLANS

Residential (New/Major Revision) .....\$1,500  
 Per dwelling unit .....\$125  
 Commercial/Industrial (New/Major Revision) .....\$3,500  
 Plus Per required parking space.....\$125  
 Minor revision/administrative review .....\$125  
 Consulting services, if required .....Cost

BOARD OF ZONING APPEALS

Variance .....\$350  
 Per request, for two or more at same meeting .....\$200  
 Appeals .....\$350 (if finding for citizen,  
 then fee refunded)  
 Consulting services, if required.....Cost

SIGN PERMITS ..... \$25

EROSION/SEDIMENT CONTROL PERMITS

Base Fee .....\$200  
 Per Disturbed Acre Fee.....\$50  
 Consulting services, if required .....\$125 per hour

ZONING PERMITS

Residential Accessory Building .....\$50  
 Temporary Family Health Care Structure.....\$100

Residential Additions (incl. decks, porches, basement remodeling, and swimming pools).....	\$75
Fence Permits .....	\$50
Residential .....	\$150
Commercial/Industrial .....	\$200

2. SUBDIVISION ORDINANCE

SUBDIVISION PLATS (Minor) .....	\$500
(Two lots with no public improvements-pursuant to Article IIE)	

PRELIMINARY PLATS (Major)

Base Fee .....	\$3,000
Per Lot Fee .....	\$50

FINAL PLATS (Major)

Base Fee .....	\$1,000
Per Lot .....	\$50
Consulting services, if required .....	Cost

INDIVIDUAL LOT GRADING PLANS

Review of Grading Plan Prior to Issuance of Zoning Permit	\$150 (or cost on case by case basis)
Review of As-Built Grading Plan .....	\$150 (or cost on case by case basis)
Re-review of Grading Plan .....	\$75 (or cost on case by case basis)
Re-review of As-Built Grading Plan .....	\$75 (or cost on case by case basis)

VACATION OF PLAT .....	\$350
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PLAT REVISIONS/BOUNDARY LINE ADJUSTMENT	\$350 (plus \$50 per lot)
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3. STORMWATER MANAGEMENT ORDINANCE

Stormwater Management Plan	
Base Fee .....	\$150
Per Acre Fee (\$850 maximum).....	\$25
Consulting services, if required .....	Cost

4. SALE OF PUBLICATIONS

Zoning, Subdivision, and Stormwater Management Ordinances (single publication)	\$30
.....	
Comprehensive Plan .....	\$30
Berryville Area Plan .....	\$20
Construction Standards Manual .....	\$10

5. DEPARTMENT OF PUBLIC WORKS

A. Sanitary Sewer Camera Service

*Cleaning sanitary sewer lines will be required prior to camera use and is the responsibility of the applicant.*

*Mains and Laterals Over 4-Inches in Diameter*

Mobilization Fee.....\$250

Camera Fee.....\$2.50 (per linear foot)

*4-Inch Laterals*

Laterals Under 50-Feet in Length .....\$100

Laterals 50-Feet in Length or Greater .....\$100 plus

\$2.50 per linear foot

B. Utility Inspections

Approved Inspector or Town Staff.....\$40 per hour

Licensed Professional Engineer .....cost

6. COLLECTION PROCEDURES; EXPENSE REIMBURSEMENTS

Payment of all applicable fees and charges established herein shall be made to the Town Treasurer at the time of submission of application for actions pertaining to zoning and subdivision matters. Fees and expenses for professional consulting services deemed necessary by the Town Council for matters pertaining to zoning, subdivision and land development matters shall be reimbursed to the Town at cost, or as may be determined by separate, written agreement duly adopted and entered by the Town Council and the applicant.

\* Provided that the Berryville Planning Commission or Town Council agree to sponsor the amendment

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Rural Long Range Transportation Plan (2035)

Mr. Dalton updated the Town Council on changes to this plan since they sent their comments to the Director of the Shenandoah Valley Regional Commission. There was a discussion about how best to express Council concerns about improvements to East Main Street (as discussed with VDOT). There was a discussion of the problems associated with upgrading the eastern portion of East Main Street to three lanes. By consensus, the Council authorized the Town Manager to draft a letter to the Director of the Shenandoah Valley Regional Commission to outline these concerns.

Mike Hobert, Chairman of the Board Supervisors was present and Council member Daniel asked if the Board would concur with these concerns. He said that the Board of Supervisors wishes to be consistent with the town in their comments on this plan.

Update on Clarke County High School

Mr. Dalton said he had nothing to add to the Planner’s report. Mayor Kirby asked if the high school building seems closer to West Main Street than it looked on the plans. Mr. Dalton said that he can check with Ms. Bouffault about that.

**8. Report of Town Manager**

Agreement for Fiscal Agent for Berryville-Clarke County Government Center

Mr. Dalton said that during the construction of the Government Center the County served as fiscal agent for the project. Now that the construction phase is closing out, a fiscal agent needs to be appointed for the Government Center’s operation. He presented an agreement prepared by Robert Mitchell and said that the Joint Building Committee recommends adoption of the agreement by the Town Council and the Board of Supervisors. He said that the Board of Supervisors approved the agreement yesterday.

Upon motion by Council member Daniel, seconded by Council member Tollett, the Council of the Town of Berryville adopted the attached Agreement for Fiscal Agent For Joint Government Center and authorized the Mayor to sign the agreement on behalf of the Town of Berryville. (ATTACHMENT 1)

VOTE:

Recorded Vote:

Ayes:	Wilson Kirby, Mayor Harry Lee Arnold, Jr., Recorder Mary Daniel Allen Kitselman Lawrence Russell, III David Tollett
Nays:	None
Abstain:	None
Absent During Vote:	None

Extension of Contract with BFI Waste

Mr. Dalton said that this matter was discussed at the last meeting. He explained that the initial term of the Town’s current contract for garbage and recycling collection services will expire on June 30, 2011. He said that the contract provides for extension of the contact by written agreement of both parties provide that an agreement must be reached at least 90 days prior to contract expiration. He noted that the relationship with the contractor has been good and that they are interested in extending the contract.

Upon motion by Council member Daniel, seconded by Council member Kitselman, the Council of the Town of Berryville approved the extension of the attached Garbage and Refuse Collection/Disposal Contract (Parts A and B). (ATTACHMENT 2)

Said extension shall commence on July 1, 2011 and end on June 30, 2012.

This approval shall authorize the Town Manager to confirm the contract extension with the vendor in writing.

VOTE:

Recorded Vote:

Ayes:	Wilson Kirby, Mayor Harry Lee Arnold, Jr., Recorder Mary Daniel Allen Kitselman Lawrence Russell, III David Tollett
Nays:	None
Abstain:	None
Absent During Vote:	None

Valley Earthfest

Ms. Heath explained that the fourth annual Valley Earthfest is scheduled for April 17, 2011 and the organizer would like to hold it in Rose Hill Park, the Rixey Moore parking lot and 23 East Main Street where it was held last year. She said that the organizer, Cheryl Ash, is requesting a set up time for the event from 5 to 8 p.m. on April 16, 2011. She said that the event would take place from 11 a.m. to 7 p.m. on Sunday. Ms. Ash is requesting use of electricity and water in the Rixey Moore parking lot. She is also requesting the ability to allow beer, wine and brandy tastings. Ms. Ash said that there will be at least three food vendors and that sufficient portable toilets will be supplied this year.

Council member Kitselman said that this is a good event that draws a lot of people. Recorder Arnold requested that the event organizer talk to local restaurants to make sure that they get a chance to be food vendors for the event. He said that he feels that the organizer should contact all businesses in town about the event.

Upon motion by Council member Kitselman, seconded by Council member Daniel, the Council of the Town of Berryville approved the use of town property for the Valley Earthfest 2011 as requested, pending staff approval of a Special Event Permit, which requires proper insurance, ABC licensing and other items as required by the Town Manager.

VOTE:

Recorded Vote:

Ayes:	Wilson Kirby, Mayor Harry Lee Arnold, Jr., Recorder Mary Daniel Allen Kitselman Lawrence Russell, III David Tollett
Nays:	None
Abstain:	None
Absent During Vote:	None

Berryville-Clarke County Government Center Agreement

Mr. Dalton presented an Agreement, drafted by Robert Mitchell, between the Town, the County and Brechbill Helman. He said that the Agreement establishes the date of substantial completion, liquidated damages, the brick allowance claim and the amount of final payment. He said that there are a few outstanding issues regarding the HVAC system and installation of the vapor barrier. He said that the Board of Supervisors approved the agreement yesterday.

Upon motion by Council member Daniel, seconded by Council member Kitselman, the Council of the Town of Berryville adopted the attached Agreement by and among the Town of Berryville, County of Clarke and Brechbill & Helman Construction Company, Inc. and authorized the Town Manager to execute the agreement. (ATTACHEMENT 3)

VOTE:

Recorded Vote:

Ayes:	Wilson Kirby, Mayor Harry Lee Arnold, Jr., Recorder Mary Daniel Allen Kitselman Lawrence Russell, III David Tollett
Nays:	None
Abstain:	None
Absent During Vote:	None

Budget Calendar

The Town Council set the following meetings regarding the FY 11/12 Budget:

Budget Committee	March 9, 2011 9:30 A.M.
Budget Work Session (Full Council)	March 16, 2011 4:00 P.M.

**9. Standing Committee Reports**

a) BADA Liaison – Allen Kitselman

Council member Kitselman reported that the BADA continued a Public Hearing on the Ketocin project.

b) Budget Finance / CIP – Jay Arnold

Nothing to add.

c) Community Improvements – Allen Kitselman

Council member Kitselman said that the Community Improvements Committee will meet at 5 p.m. on February 8 regarding the TOD signs. He said that the Shenandoah Arts Council will hold a reception to introduce the organization to Clarke County on February 11 from 4 to 7 p.m.

d) Planning Commission – Lawrence Russell.

Nothing to add to report.

e) Police and Security – Mary Daniel.

Council member Daniel said that the Police and Security Committee will meet tomorrow.

f) Streets and Utilities – Wilson Kirby

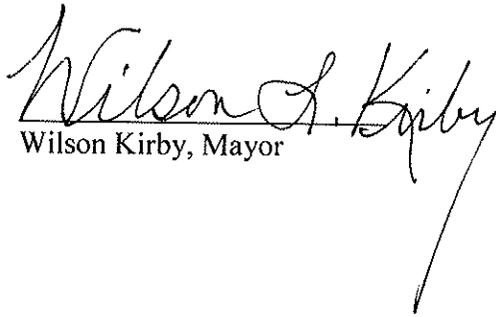
Nothing to add.

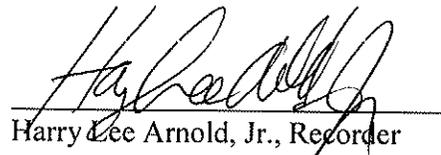
g) Personnel / Appointments – Jay Arnold

Nothing to add.

**Adjourn**

Upon motion by Council member Tollett, seconded by Council member Russell and passed, the Council meeting was adjourned at 8:46 p.m.

  
Wilson Kirby, Mayor

  
Harry Lee Arnold, Jr., Recorder

RTM/misp  
01/03/11

**AGREEMENT FOR  
FISCAL AGENT FOR JOINT GOVERNMENT CENTER**

This AGREEMENT ("Agreement"), dated the 18<sup>th</sup> day of January, 2011, by and between the TOWN OF BERRYVILLE, VIRGINIA ("Town"), a Virginia municipal corporation, and the COUNTY OF CLARKE, VIRGINIA ("County"), provides as follows.

WHEREAS, by agreement dated October 10, 2006, the Town and the County agreed that the County would serve as fiscal agent for the financing of the cost of the construction of the Joint Government Center; and

WHEREAS, the construction of the Joint Government Center has been completed, and the Town and the County desire that the County, through its Joint Administrative Services, serve as fiscal agent with respect to the costs related to the occupancy, use, and operation of the Joint Government Center.

NOW, THEREFORE, the Town and the County hereby agree as follows:

1. The County, through its Joint Administrative Services, shall serve as fiscal agent for the Town and the County with respect to the costs related to the occupancy, use, and operation of the Joint Government Center, pursuant to the agreement referenced in Paragraph 2, below.

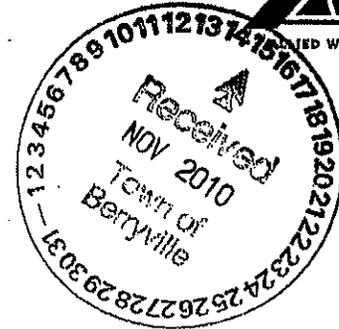
2. The method for allocation of costs between the Town and the County for utilities, insurance, repair and maintenance, and other costs related to the occupancy, use, and operation of the Joint Government Center shall be established by a separate written agreement between the Town and the County, which agreement shall also provide for a budget estimate to be provided to the Town and the County in advance of each fiscal year, for the timing of payments for allocated costs, and for related matters.

3. This Agreement may be terminated by the Town or the County by thirty (30) days written notice to the other.

WITNESS the following signatures and seals:

TOWN OF BERRYVILLE, VIRGINIA  
Date: 1/12/11 By: Wilson L. Kirby (SEAL)  
\_\_\_\_\_, Mayor

COUNTY OF CLARKE  
Date: 1/20/2011 By: Michael H. Hester (SEAL)  
\_\_\_\_\_, Chairman, Board  
of Supervisors



11/09/2010

Mr. Keith R Dalton  
Town Manager  
The Town Of Berryville  
23 East Main Street  
Berryville, Virginia

RE: Extension of contract.  
Part A: Garbage and Refuse Collection/Disposal  
Part B: Residential Curbside Recycling Collection

Dear Mr. Dalton:

Pursuant to Part A, Section II, paragraph #10. Extension of Contract, BFI Waste Services LLC is requesting that the Town Of Berryville exercise it's right to extend both Parts A & B of the Garbage and Refuse Collection / Disposal and Curbside Recycling Collection Services contract for the stated Three (3) – one year renewal term.

We at BFI have enjoyed building a relationship with the citizens of Berryville as well as your staff. I look forward to serving your needs for many years to come.

If you have any questions, please feel free to contact me at 540-667-7474 or email me at [jwilson6@republicservices.com](mailto:jwilson6@republicservices.com)

Jerry Wilson

A handwritten signature in cursive script that reads 'Jerry Wilson'.

Division Manager

### 3. SCHEDULE AND BASIS OF CONTRACTOR SELECTION

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

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

### 4. TERMS OF SOLICATION

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

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

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

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

liquidated damages. All other checks or bid bonds will be returned as soon as an award is made, not to exceed thirty-five (35) days from the bid opening.

- (b) The bidder is required to state in detail what work of a similar nature to that included in the proposed contract he has done, to give references and such other detailed information as will enable the town to judge his skill, experience and responsibility. Among other things, this statement shall include the following: evidence to the effect the bidder maintains a permanent place of business; has adequate facilities and equipment available for the work under the proposed contract; evidence to the effect the bidder has appropriate experience and has in employ a sufficient number of skilled and trained workers to carry out the work to be done under the contract. The experience statements must be typewritten and fully completed on forms furnished by the Town of Berryville herein.

8. Any person contemplating submitting a bid for the proposed Part A and Part B Contract and Part C Additional Bid Items in doubt as to the true meaning of any part of the Bid and/or Contract Documents may submit to the Town Manager a written request for an interpretation thereof. The Town Manager shall not discuss or respond to any requests or inquiries that are not in writing. Said written requests or inquiries shall be received by Town Manager no later than 12:00 noon April 16, 2008. Any interpretation of the bid and/or proposed contract documents will be mailed to each proposective bidder who has requested bid and proposed contract documents as specified herein. The town will not be responsible for any other explanations or interpretations of the bid and/or proposed contract documents. Replies will be issued by the Town Manger by end of business on April 18, 2008.
9. No bid may be withdrawn after it has been deposited with the Town of Berryville.
10. The town reserves the right to determine, in its sole discretion, whether any aspect of a bid satisfies the criteria established in this Solicitation, to waive any irregularities or informalities in any bid, to negotiate with any person submitting a bid, to reject any or all bids with or without cause, and to take any other action which is deemed in the best interest of the town.
11. No more than one bid may be submitted by the same person, firm or corporation.
12. No bid will be considered which is not fully responsive to this Solicitation, including all bid and proposed contract documents.

### 3. Collection Schedule

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

### 4. Equipment

The contractor shall provide the necessary equipment, excluding containers, in order to fulfill the contract obligations herein stated. The equipment shall conform to and be maintained in line with industry standards. The contractor shall operate all vehicles in a safe manner which provides the least obstruction and interruption possible to vehicular and pedestrian traffic. The contractor's equipment shall conform at all times to applicable federal, state and local laws. Contractor's equipment shall be operated and maintained in

were missed at the contractor's fault. If a stop or an item has been reported missed, the contractor shall investigate, and if verified, shall arrange for the collection of the missed stop or item within twenty-four (24) hours.

- f. The contractor shall clearly mark, or tag, any refuse storage container found to be defective or in violation of Chapter 8 of the Town Code, and shall report such action, with its respective address, to the Town Office within twenty-four (24) hours of such marking or tagging.

6. Service and Complaints

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

7. Performance Guarantees

- a. No contract shall be executed until the town receives cash, a certified check, or a duly executed performance bond in the amount of one-tenth (1/10) of the total contract award for Contract Year One, made payable to the town, as security for the faithful performance of the contract. Any performance bond shall have as a surety a company or companies as are acceptable to the town and as are authorized to transact business in the State of Virginia.
- b. In the event the performance guarantee is not delivered within ten (10) days of the Notice of Award, the offer may be ruled null and void and the award may be made to the next ranked responsive and responsible offeror.
- c. In lieu of cash, certified check or performance bond, the offeror may seek specific approval by the Town Council, prior to agreement and signing of the contract by the parties thereto, for the monthly deduction and retainage by the town of an amount equal to one-tenth (1/10) of the total contract award for Contract Year One during the first ten (10) months of the contract term for the purpose of guaranteeing the contractor's performance of its obligations under the contract and to reimburse the town for expenses it may incur in the event the contractor breaches the contract. The terms and conditions for such retainage

11. Number of Properties to be Served

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

a.	Residential properties	1412
b.	Once-weekly commercial properties	78
c.	Twice-weekly commercial properties	52
d.	Town street litter receptacles	12
e.	Churches	7
f.	Multi-family residential apartments	
	1. Washington Square	46
	2. Crow's Nest	10
	3. Cambridge	14

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

12. Disposal of Garbage and Refuse

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

receptacles or property of any owner or occupant in the town, the Town Manager may, on being satisfied of the correctness of such charges, deduct the same from the next payment or payments to be due to said contractor and to pay the same to the claimant.

- d. The contractor shall protect and save harmless the town from any damages to any person or to any property that may occur in the performance of the contract and from any suit or judgment or other thing whatsoever that may occur in such performance or growing out of anything done or intended to be done herein.
- e. The contractor shall not claim or be entitled to any compensation in excess of the amounts herein stated, or to any compensation for any extra work performed or to be performed under this contract. It shall be presumed that any and all work is done as part of this contract and compensation for the same is included in the amount to be paid as provided herein.

14. Insurance Required

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

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

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer, used in the administration, hauling, disposal and collection of Trash, refuse and garbage within the town. Limits shall not be less than specified by statute. Contractors who fail to notify the Town of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Town of Berryville, Virginia must be named as an additional insured and so endorsed on the policy.

- d. Contaminants: any solid or liquid wastes or materials that are not acceptable for recycling and which may render the recyclables hazardous or not marketable. Contaminants shall include, but not necessarily be limited to, broken or shattered glass, ceramics or mirror glass; window glass; drinking glasses; heat resistant oven ware; garden pesticides; used motor oil; metal cans which contained any petroleum-based product; paint cans, or any containers in which an excessive amount of food residue remains.
- e. Contract Administrator: the Town Manager or such other person as may be assigned by the Town to manage the contractual services defined in the contract.
- f. Participation Rates: the percentage of household in the town that set out recyclables for collection and the percentage by weight of materials collected vs. materials available.
- g. Recovered Material; material which has been diverted from the solid waste stream for recycling.
- h. Recyclable Materials: those commodities which are to be collected by the contractor pursuant to the contract documents. Unless otherwise negotiated and stated in the contract, such materials shall include newspaper; brown, green and clear glass food and beverage containers; aluminum and bi-metal cans; and PET and HDEP plastic containers.
- i. Residential Unit: all single family, duplex, triplex and townhouse dwelling units, and all multi-family residential complexes which receive curbside garbage and refuse collection service pursuant to Part A of the contract.
- j. Set-Out: a household placing recyclable materials at the curbside in designated and specified containers.

3. Service to be Performed

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

a manner which does not allow any material to escape from the collection vehicle and onto the roadways or private property.

- g. The contractor must determine the route that each collection vehicle should follow in order to ensure that no dwelling units are missed. The collection route shall coincide with the town garbage and refuse collection schedule such that recyclables are collected on the same day as garbage and refuse.
- h. Contractor shall procure and distribute, at contractor's expense, one approved recycling container to each new or additional residential unit added to the collection route pursuant to the terms of the contract. The containers must meet the specifications set forth in the attachments hereto.
- i. In the case of replacement containers lost or destroyed by household, the contractor shall be responsible for replacement of the containers, but will bill the town for such replacement containers at a unit price not to exceed that paid by the contractor. The town, in turn, will bill the household responsible for the lost or destroyed container. In no case shall the contractor bill the town or a resident for replacement of containers damaged or destroyed by the employees or agents of the contractor. In such cases, the containers shall be replaced at the contractor's expense. Contractor must keep sufficient container replacement inventory so as to avoid interruption in providing collection service to residents. Contractor must notify the town and provide a clearly identifiable list of household receiving replacement containers so that the town is enabled to bill such household accordingly. Otherwise, contractor shall assume replacement cost. All household collection containers provided by the contractor shall become the property of the town.

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

- j. Contractor shall be responsible for damage to private property caused by the contractor's collectors in the performance of the contract. Contractor must replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Town. Contractor shall hold the Town harmless from any liability, damages or awards for such property damage, as well as from any disputes arising from such property damage.
- k. Contractor is responsible for the financing and acquisition and/or leasing of the collection equipment.

may also be required to provide certified weight receipts and revenue receipts from vendors for all materials brokered by the contractor for each of the materials collected in the town program.

- b. Contractor shall submit to the Town a monthly report, prior to the fifteenth day of the following month, to include the following minimum information:
  - (1) A report of each complaint received directly by the contractor and resolution made by the contractor in response thereto;
  - (2) The number of non-collection incidents and notices left at residences, identifying each such residence and the reason for non-collection;
  - (3) Tonnage summaries of each material collected, with a total tonnage summary of all materials collected;
  - (4) Weight receipts and invoices for the sale of materials collected and sold.
- c. Contractor shall submit quarterly project status reports to the town within fifteen (15) days of the close of the calendar quarter being reported. At a minimum, the quarterly report shall include a summary of all program costs and revenues, tonnages of materials recovered, and household participation rates.

6. Program Promotion

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

7. Other Responsibilities

- a. The contractor shall install/provide local calling area telephone access or an alternative means of toll-free telephone access for use by the public in contacting the contractor for questions about the program, calls regarding missed collections, and complaints. Contractor shall ensure that courteous employee staffing of such telephone access shall be provided in order to provide timely response to the public.
- b. The contractor will respond to all complaints regarding services provided under the

requirements change during the period of the contract. Prices for items/services to be added or deleted from the contract will be mutually agreed to by the town and the contractor. A written contract amendment shall be issued to each addition or deletion.

11. Performance Guarantees

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

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

Part B: Curbside Recycling Collection Service:

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

C. Section IV: Contractor's Bid Proposal:

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

D. Section V: Attachments

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

2. Notice by the town to the contractor concerning this contract shall be deemed properly given if placed in the United States mail, postage paid, addressed to the contractor at 403 Lenoir Drive Winchester VA 22603.

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

3. This contract may be amended by the parties hereto, from time to time, only by mutual agreement of the contractor and the town, in writing, executed in duplicate, a duplicate copy of which will be attached hereto and made a part hereof.

Section II: Part A--Garbage and Refuse Collection

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

- (a) The contract sum of \$172,890.00 shall be paid for services performed for regular garbage and refuse curbside collection service during Contract Year One (July 1, 2008 to June 30, 2009) of this contract in twelve monthly installments, made as provided herein, less amounts retained as a performance guarantee (if applicable pursuant to paragraph 6 above).
- (b) The unit charge of \$8.50 per month for each additional residential property served for regular garbage and refuse curbside collection service; the unit charge of \$ 8.50 for each additional commercial property served with once-weekly collection service; and the unit charge of \$ 17.00 for each additional commercial property served with twice-weekly collection service. Accounting of additional residential and commercial properties served and concurrent adjustment of the yearly contract sum shall be made as of January 1, 2009 and each six (6) months thereafter throughout the term of the contact.
- (c) The unit charge of \$25.00 for separate and alternative collection and disposal of water heaters, ranges, dishwashers, clothes dryers, or other similar household appliances or similar items for which alternative arrangements for collection and disposal separate from but in conjunction with regularly scheduled collection and disposal of garbage and refuse may be necessary.
- (d) The unit charge of \$40.00 for separate and alternative collection and disposal of refrigerators, air-conditioners, or other similar household items or appliances which are prohibited from disposal at the Frederick-Winchester-Clarke Regional Landfill.
- (e) After the end of each month, the contractor shall send to the town a statement of the contract sum and unit charges for services performed during that month. The contractor shall submit a detailed listing of all unit charges pursuant to paragraph (c) herein, including identification of property address and item(s) collected for alternative disposal.

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

- (f) The contract sum and unit charges to be paid in equal monthly installments for services performed for regular garbage and refuse collection during Contract Year Two (July 1, 2009 through June 30, 2010) and Contract Year Three (July 1, 2010 through June 30, 2011) of this contract shall be an amount equal to the contract

statement). Contractor may combine the monthly statements required herein for Part B with the monthly statement required for Part A, so long as the combined statement clearly separates and identifies charges related to Part A and Part B of the contract .

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

(a) The monthly contract sum and unit charges for shall be increased or decreased by one hundred percent ( 100 %) of the net change in the Gross National Product Implicit Deflator or most recently published by the United States Department of Commerce, or the Consumer Price Index for Urban Wage Earners and Clerical Employees as most recently published by the Bureau of Labor Statistics, whichever is smaller.

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

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

CONTRACTOR:  
BFI Waste Services. LLC

By: Max Davis  
Title: General Manager

WITNESS: Robert W. Keith

TOWN OF BERRYVILLE, VIRGINIA

By: [Signature]  
Title: Town Manager

ATTEST: Celeste Heath

~~Harry L. Arnold, Jr., Recorder~~

Celeste Heath, Town Clerk

SECTION IV: BID PROPOSAL

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

(a) Contract Year One: the undersigned bids  
Eight Dollars and Fifty Cents \_\_\_\_\_ (\$8.50)

per month as the unit charge for each residential property;

Eight Dollars and Fifty Cents \_\_\_\_\_ (\$ 8.50)

per month as the unit charge for each commercial property served with once-weekly  
collection service; and Seventeen Dollars \_\_\_\_\_ (\$ 17.00)

for each commercial property served with twice-weekly collection service during Contract  
Year One beginning July 1, 2008 and ending June 30, 2009. Based on these unit prices, the  
total monthly contract sum is:

1412	Residences	@ \$ 8.50	= \$ 12,002.00
70	Multi-Family Residential	@ \$ 8.50	= \$ 595.00
78	Once-weekly commercial	@ \$ 8.50	= \$ 663.00
52	Twice-weekly commercial	@ \$ 17.00	= \$ 884.00
12	Town litter containers	@ \$ 17.00	= \$ 204.00
7	Churches	@ \$ 8.50	= \$ 59.50
	Total monthly contract sum for contract year		\$ 14,407.50
	Contract sum for contract year one		\$ 172,890.00

(c) During Contract Year One, the undersigned bids Eight Dollars and Fifty Cents (\$8.50) as the per unit charge for each additional residential properties served;

Eight Dollars and Fifty Cents (8.50) as per unit charge

for each additional commercial property served with once-weekly collection service; and Seventeen Dollars (\$ 17.00) as the per unit charge for each additional commercial property served with twice-weekly collection service.

(d) the undersigned bids Forty Dollars (\$ 40.00)

Container Service Bid for Contract Year One

<u>Container Size</u>	<u>Collected</u>	<u>Monthly Charge per container</u>
1 cubic yard	2 times weekly	\$ N/A
2 cubic yards	2 times weekly	\$ 132.50
3 cubic yards	2 times weekly	\$ N/A
4 cubic yards	2 times weekly	\$ 174.00

In the event more than one container is located within the same premises, a discount of

Fifteen percent (15%) shall apply to the above charges.

\*NOTE: Bidders may revise the designated container sizes to match existing equipment. The bid, however, to be responsive, should include containers of sizes in common use in small and large establishments. The charges set out above shall be increased or decreased for contract years two and three by the same adjustments provided in paragraph (c) above.

2. Part B Bid Proposal: Curbside Recycling Collection Service

(a) Contract Year One: the undersigned bids the sum of Four Dollars and Zero Cents (\$ 4.00) per residential unit times 1489 units, or Seventy One Thousand Four Hundred Seventy Two Dollars (\$71,472.00) per year, prorated in equal monthly installments of Five Thousand Nine Hundred Fifty Six (\$5,956.00), less amounts retained as performance guarantee, if applicable, for services performed pursuant to Part B of the Bid/Contract Documents.

such service within 60 days of said notice. Said collections would occur on Fridays between the hours of 7:00 a.m. and 11:00 a.m.

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

1. Commercial Curbside Recycling Collection Service

(a) Contractor to provide Weekly Commercial Curbside Recycling Collection Service for the contract sum of \$ 4.00 per month per commercial stop in accordance with Part B.

(b) Contractor to provide collection of Commingled Mixed Paper as a part of Weekly Commercial Curbside Recycling Collection Service for contract sum of \$ No Additional Charge per commercial stop (in addition to base fee per yard fee quoted above).

2. Commingled Mixed Paper Collection with Residential Collection Service

(a) Contractor to provide collection of Commingled Mixed Paper as a part of **Weekly Residential Curbside Recycling Collection** for the contract sum of \$ No Additional Charge (in addition to the base recycling per unit fee quoted within).

(b) Contractor to provide collection of Residential Commingled Mixed Paper (Curbside) on a **Monthly** basis for the contract sum of \$ N/A – Weekly Pickup per unit (in addition to base recycling per unit fee quoted within).

(c) Contractor to provide collection of Commingled Mixed Paper (Curbside) on a **Quarterly** basis (four times per year) for the contract sum of \$ N/A – Weekly Pickup per unit (in addition to base recycling per unit fee quoted within).

D. QUALIFICATIONS AND EXPERIENCE

A. IDENTITY

1. Name of bidder: BFI Waste Services LLC

2. Address of bidder: 403 Lenoir Drive, Winchester, VA 22603

3. \_\_\_\_\_ NA \_\_\_\_\_ ( )%

IF BIDDER IS LIMITED PARTNERSHIP, name the managing partner or partners.

1. \_\_\_\_\_ NA \_\_\_\_\_

2. \_\_\_\_\_ NA \_\_\_\_\_

IF GENERAL OR LIMITED PARTNERSHIP, has partnership certificate been recorded in any court of record?

If so indicate where and when \_\_\_\_\_ NA \_\_\_\_\_

Identify instrument by book and page no. Book \_\_\_\_\_ Page \_\_\_\_\_

If recorded or registered elsewhere, please indicate location and identification:

\_\_\_\_\_  
(Submit as exhibits executed copies of partnership agreement and the certificate of partnership)

IF BIDDER IS A CORPORATION

Name of Corporation Allied Waste Industries, Inc

Trade name (if any) BFI Waste Services, LLC

Address (include zip code) 403 Lenoir Drive Winchester, VA 22603

Telephone (include area code) 540-667-7474

Corporation was organized 1989 under laws of Delaware  
(date) (State)

List ALL corporate officers indicating percent (%) of common stock held. (List name, position held, address and percentage(%)).

\_\_\_\_\_  
\*\*See Annual Report\*\*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATE APPLICANTS ONLY

INSTRUCTION: If bidder is a corporation, answer the following:

- 1) Stock of corporation (See Annual Report)

Class of Stock \_\_\_\_\_ Par Value \_\_\_\_\_ Vote Per Share \_\_\_\_\_

No. Shares Authorized \_\_\_\_\_ No. Shares Issued \_\_\_\_\_

No. Shares Subscribed \_\_\_\_\_ Total Number Stockholders \_\_\_\_\_

- 2) Has bidder any other obligations or securities authorized or outstanding which bear voting rights either absolutely or upon any contingency? yes \_\_\_\_\_ no x\_\_\_\_\_

If so, submit as an Exhibit, a statement of (a) the nature of such securities, (b) the face value or par value, (c) the number of units authorized, (d) the number of units issued and outstanding, (e) the number of units, if any, proposed to be issued, (f) the conditions or contingency upon which such securities may be voted.

- 3) Is bidder corporation, directly or indirectly, controlled by another corporation or legal entity? yes \_\_\_\_\_ no x\_\_\_\_\_

- 4) Is 5 percent or more of the stock of bidder corporation owned by another corporation or legal entity? yes \_\_\_\_\_ no x\_\_\_\_\_

- 5) If the answer to questions 3 or 4 above is "yes", state below the names of such other corporation or legal entity, and submit as Exhibits; (a) a statement of how such control, if any, exists and the extent thereof, and (b) with respect to such other corporation or legal entity, a statement giving the same information as required for question 1 above.

Name of Corporation or entity \_\_\_\_\_ N/A \_\_\_\_\_

If the corporation or legal entity named in question 5 is a subsidiary, state the name of such other parent corporation or legal entity, and submit a statement for each such corporation or legal entity in answers to questions 1 through 5, to and including the organization having final control.

Name of Corporation or entity \_\_\_\_\_

- a. For each person who has agreed to furnish funds, purchase stock, extend credit, or guarantee loans, submit a copy of the agreement by which each person is so obligated, showing the amount, rate of interest, terms of repayment, and security, if any. If no security is required, so state .

N/A

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- b. For each such person (except financial institutions) who has agreed to furnish funds or purchase stock (equivalent to 10% of common equity) but who has not already done so, submit credible evidence of financial capability (in the form of liquid assets) to meet the proposed commitment . Such evidence must be authenticated and dated. N/A
- c. If bidder or any person named in the exhibit has pledged, hypothecated or otherwise encumbered any stocks or other securities for the purpose of providing applicant with funds for performance of the contract, submit a statement explaining each such transaction. N/A
- d. For financial institutions who have agreed to make a loan, submit a copy of the document by which the institution has indicated its commitment to provide such loan or loans, showing the amount of loan, terms of payment or repayment of loan, collateral, security and down payment required and rate of interest to be charged. If there are any special requirements such as moratorium on principal or Interest, or a waiver of collateral, etc., such must be shown on the document of credit. In the event such documents requires special endorsements or guarantees, a statement from the party or parties required to provide such endorsement or guarantee must be submitted with the document as supporting evidence of their willingness to so provide. N/A
- e. Attach a current financial statement certified by the chief financial officer of the applicant. Attach a financial statement for corporation, individual or each party in joint venture or partnership, as appropriate. (Annual Report Printed ) Bound Set will be secured locally and provided as needed
- f. Provide a bank reference. (Included)

- f) How many drivers and collectors did you employ 30 hours per week or more during each of the months shown.

	<u>Drivers</u>	<u>Collectors</u>
January,	20	
February	20	
March	20	
April	20	

- g) How many drivers and collectors did you hire during the period January 1, 2007 to December 31, 2007.

Drivers - (2 replacement drivers)

Collectors \_\_\_\_\_

- h) Submit a separate statement offering any additional information you believe relevant to evaluation of your bid. (see attached intro)

#### D. EQUIPMENT

1. Provide a complete list and description of all refuse collection vehicles owned:

<u>Year</u> <u>Manufactured</u>	<u>Chassis</u> <u>Make/Model</u>	<u>Compactor</u> <u>Make/Model-size</u>	<u>Bought</u> <u>New or Used</u>
2007	Mack LE 613 SL	30 yard	New
2005	Mack LE 613 SL	28 yard	New
	LE Recycle	30 yard	T/B Be Re-located to Va

2. Do you intend to add equipment to serve Berryville if awarded the contract? If so, list under #1 above and indicate "To be acquired" in right hand column.

#### E. PRESENT BUSINESS ACTIVITY

1. Describe present business activity as follows: (Residential)

<u>Location/</u> <u>Area served</u>	<u>Contract or</u> <u>Private</u>	<u>No. of</u> <u>Residences</u>	<u>Rate</u> <u>Charged</u>	<u>No. of</u> <u>Commercial</u>	<u>Rate</u> <u>Charged</u>
Frederick Cty Va	Private	3000 +	\$18.50-\$22.50		

(SEAL)

Attachment 1

Code of the Town of Berryville  
Chapter 8

**ARTICLE I. IN GENERAL**

**Sec. 8-1. Violations of chapter.**

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

**Cross references:** Penalty for Class 4 misdemeanor, § 1-11.

**Sec. 8-2. Unlawful accumulations.**

(a) It shall be unlawful for any owner or occupant of any premises within the town to allow garbage, ashes, refuse, trash, litter or other substances which might endanger the health of other residents of the town to accumulate on such premises.

(b) The owner of any property in the town shall remove accumulations referred to in subsection (a) above from such property at intervals to be designated by the council. Reasonable notice of the date fixed by the council for such removal shall be given by newspaper publication, mail or delivery of a written notice to each owner of property.

(c) Upon the failure of the owner of property to remove trash, garbage, refuse, litter and other substances which might endanger the health of other residents of the town, as provided in the notice given pursuant to subsection (b) above, the town manager may have such trash, garbage, refuse, litter and other substances removed and bill the owner for the work. Upon the owner's failure to pay such bill by tax billing time, such bill shall be placed upon the tax bill of the owner so delinquent and collected as taxes are collected.

(Code 1971, §§ 8-1, 8-3)

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

**State law references:** Authority for above section, Code of Virginia, §§ 15.1-11, 15.1-867.

**Sec. 8-3. Littering generally.**

(a) Any person who shall dump or otherwise dispose of trash, garbage, refuse, litter or other unsightly matter on a public street or highway, right-of-way, property adjacent to such street or highway or right-of-way, or on any public property of the town or private property within the town, without the written consent of the owner thereof or his agent, shall be guilty of a Class 1 misdemeanor.

(b) When any person is arrested for a violation of this section, and the matter alleged to have been dumped or disposed of has been ejected from a motor vehicle, the arresting officer may comply with the provisions of section 10-2 of this Code in making such arrest.

(c) When a violation of the provisions of this section has been observed by any person, and the matter dumped or disposed of has been ejected from a motor vehicle, the owner or operator of such motor vehicle shall be presumed to be the person ejecting such trash, garbage, refuse, litter or other unsightly matter. Such presumption shall be rebuttable by competent evidence.

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

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

(b) The total weight of any garbage container, together with its contents, shall not exceed fifty (50) pounds.

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

**Sec. 8-17. Same--For ashes.**

(a) Ashes to be collected by the town shall be placed separately from garbage and other refuse, in cans or other light noncombustionable containers that can be handled without coming apart. Such containers shall not be filled closer than two (2) inches to the top and shall be covered to prevent spilling.

(b) The total weight of any container for ashes, together with its contents, shall not exceed seventy-five (75) pounds.

(Ord. of 2-13-79, §§ 8-6, 8-7)

**Sec. 8-18. Same--For other refuse.**

Rubbish consisting of cans, bottles, rags, paper, weeds, leaves, grass cuttings, tree cuttings, solid waste materials from homes, stores and commercial buildings and other refuse to be collected by the town, other than that provided for in sections 8-16 and 8-17, shall be placed in cans, plastic bags or other containers that can be safely handled without coming apart, of such size, not exceeding thirty-two (32) gallons capacity, that can be handled by one collector and filled and secured so as to prevent spillage of the contents.

(Ord. of 2-13-79, § 8-8)

**Sec. 8-19. Preparation of garbage.**

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

(Ord. of 2-13-79, § 8-5)

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

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

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

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

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

(Ord. of 2-13-79, § 8-14)

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

(a) All containers containing garbage, ashes or refuse for collection by the town shall be set out not later than 7:00 a.m. on collection days. No containers may be set out for collection more

TOWN OF BERRYVILLE

ATTACHMENT 2

SPECIFICATIONS FOR CURBSIDE RECYCLING CONTAINERS

1. Capacity Greater than or equal to 10 gallons and less than or equal to 15.1 gallons, as measured below cut-out handles, if any.
2. Weight Less than five (5) pounds.
3. Material A blend of HDPE plastic or equivalent. The containers must be U.V. stabilized so as to minimize deterioration and color fading by sunlight. Containers should resist damage from most household chemicals and solvents, and must be resistant to temperatures ranging from minus ten to plus 110 degrees Fahrenheit. Preferably containers will be made with the greatest amount of recycled plastic resin as possible.
4. Construction Flexible, one-piece injection molded. Must have cut-out or external handles. All edges must be rounded for safety of both collection employees and the homeowner.
5. Lettering Containers must be hot stamped/imprinted, in letters a minimum of four by three inches in size, with either "Town of Berryville" and/or the name of the contractor for identification purposes. The recognized logo for recycling may also be included. Any other text or artwork must be approved by the town.
6. Color All containers must be of the same color. Sample of color must be submitted in advance for town approval.
7. Warranty Minimum three year replacement warranty.
8. Strength Minimum rated capacity of 50 pounds.
9. Controlled Drainage The container must have an internal drainage system designed in such a way as to channel liquids to a minimum of two inches or have larger vent holes in the bottom of the container to drain excess accumulations of liquids.

RTM/msp-ks-gh-msp #2  
01/06/11

## AGREEMENT

This **AGREEMENT**, dated the 21st day of December, 2010, by and among the TOWN OF BERRYVILLE, VIRGINIA, a Virginia municipal corporation, and the COUNTY OF CLARKE, VIRGINIA, parties of the first part (collectively, "Owner"), and BRECHBILL & HELMAN CONSTRUCTION COMPANY, INC., party of the second part ("Contractor").

### RECITALS:

1. Owner and Contractor entered into a Contract dated March 21, 2007 for Contractor to serve as general contractor in the construction of a government center for the Town of Berryville and the County of Clarke ("Joint Government Center") (said contract together with the general conditions, specifications, and other attachments thereto and amendments thereof being collectively referred to herein as "Contract").
2. Construction of the Joint Government Center has been completed.
3. Issues exist between Owner and Contractor as to (1) determination of the Date of Substantial Completion under the Contract, (2) liquidated damages, and (3) a brick allowance claim.

4. The parties have reached agreement on settlement of the foregoing issues.

### AGREEMENT

For and in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

1. Date of Substantial Completion. The Date of Substantial Completion under the Contract shall be March 3, 2009, and all warranties required by the Contract shall commence on March 3, 2009, except that the warranty on the carpet shall commence on date of re-installation.

2. Liquidated Damages. Liquidated Damages due by the Contractor under the Contract are \$68,000.00.

3. Brick Allowance Claim. The Owner shall pay Contractor \$12,500.00 on the Brick Allowance Claim.

4. Net Reduction. The Net Reduction of the final amount due Contractor under the Contract is \$55,500.00 (\$68,000.00 less \$12,500.00).

5. Final Payment. The total amount due to Contractor under the Contract, including retainage, and prior to the Net Reduction of \$55,500.00, is \$322,627.07. Therefore, Owner shall pay Contractor a Final

Payment of \$267,627.07 (\$322,627.07 less \$55,500.00), subject to the following:

a. Owner shall submit a payment request for \$242,627.07 to RDA upon the later of (i) full execution of this Agreement, (ii) delivery to Owner of the certification as provided in Paragraph 6, (iii) delivery to Owner of the Affidavit and Indemnity Agreement as provided in Paragraph 7, or (iv) issuance by Architect of Final Certificate of Payment, and shall promptly pay said sum to Contractor upon Owner's receipt thereof from RDA ("Initial Final Payment").

b. Contractor, at the direction of the Owner's reviewing engineer, shall reverse the coil piping in Units FC-9 and FC-10. The sum of \$10,000.00 shall be held by Owner for this work, and shall be paid over to Contractor upon completion of the work and approval of the work by Owner.

c. Contractor shall repair the casing and fan section of Unit FC-9 to alleviate the improper mixing of air and to force the air to be drawn across the cooling coil during operation. The sum of \$5,000.00 shall be held by Owner for this work, and shall be paid over to Contractor upon completion of the work and approval of the work by Owner.

d. Contractor, at the direction of the Owner's reviewing engineer, shall insulate the units and/or the piping and ductwork

appurtenances to the equipment casings for Units FC-2, FC-4, and FC-6 as necessary to prevent damage from condensation from the units. The sum of \$10,000.00 shall be held by Owner for this work, and shall be paid over to Contractor upon completion of the work and approval of the work by Owner.

6. Certification. Contractor shall provide to Owner, prior to payment by Owner of the Initial Final Payment, a written certification that a vapor barrier has been installed in the Joint Government Center.

7. Affidavit and Indemnity Agreement. Contractor shall provide to Owner, prior to payment by Owner of the Initial Final Payment, an executed Affidavit and Indemnity Agreement in the form of the document attached hereto as Exhibit A.

8. Releases.

a. Owner hereby releases any and all claims, liabilities, or causes of action, other than warranty claims, against Contractor arising under the Contract and for work done on the Joint Government Center pursuant to the Contract. Owner retains rights under all warranties.

b. Contractor hereby releases any and all claims, liabilities, or causes of action against Owner arising out of the Contract and for work done by Contractor on the Joint Government Center pursuant to the Contract.

WITNESS the following signatures and seals:

TOWN OF BERRYVILLE, VIRGINIA

Date: 1/11/11

By: [Signature] (SEAL)  
CECILIA DANTON, Town Manager

COUNTY OF CLARKE

Date: 1/10/2011

By: [Signature] (SEAL)  
DAVID L. ASH, County Administrator

BRECHBILL & HELMAN CONSTRUCTION  
COMPANY, INC.

Date: 1/7/11

By: [Signature] (SEAL)  
[Signature], Vice President

**BERRYVILLE TOWN COUNCIL  
POLICE AND SECURITY COMMITTEE  
Wednesday, January 12, 2011  
Berryville-Clarke County Government Center  
Town Council Conference Room  
Called Meeting  
2:00 p.m.**

**MINUTES**

**Roll:**

**Town Council:**

Present: Mary Daniel (Chairman); David Tollett

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

**Press:** None

1. **Call to Order** – Mary Daniel, Chairman  
Chairman Daniel called the meeting to order at 2:10 p.m.
  
2. **Update on Department Status** – Chief White updated the Committee on the status of the Police Department. Mr. Dalton discussed budget issues.
  
3. **Update Reserve Program Status** – Chief White updated the Committee on progress on creating a reserve program. The Committee advised the Town Manager and Police Chief to finalize necessary documentation for the reserve program and have it available for a Committee meeting on March 9 with the goal to forward this item to the Town Council in April.
  
4. **Adjourn**  
The committee meeting was adjourned at 2:59 P.M.

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