



Berryville Town Council

MEETING AGENDA

Berryville-Clarke County Government Center

101 Chalmers Court, Second Floor

Main Meeting Room

Regular Session

December 14, 2021

7:00 PM

Item

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Personnel, Appointments, and Policy

Public Safety

Streets and Utilities

**14. Closed Session**

**15. Adjourn**

## Berryville Police Department Accreditation

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### Overview

The Virginia Department of Criminal Justice Services (DCJS) through the Virginia Law Enforcement Professional Standards Committee (VLEPSC) establishes criteria, provides resources, and ultimately audits law enforcement agencies seeking to attain accreditation. Currently, about 29% of Virginia law enforcement agencies are accredited.

The Berryville Town Council identified attainment of professional accreditation as a goal for the police department and Town staff began work to meet that goal. This effort was led by Chief Neal White.

The process of accreditation for the department began approximately two years ago with a comprehensive review of department policies, procedures, and processes. This review was completed in July of 2020 when a thoroughly revised manual of department general orders, in alignment with accreditation standards, was disseminated to all department employees. Department members were trained on revisions within the general orders to ensure that compliance would be as seamless as possible.

For the next eighteen months, proofs of compliance were collected and filed in a VLEPSC required format in preparation for an initial audit. The VLEPSC accreditation manual contains 54 topic areas with 190 standards that are required to be proved by the department annually to obtain and retain accreditation.

In October of 2021 a team of assessors from VLEPSC spent two days touring the department, interviewing staff, and reviewing files as part of the initial audit. The team was impressed with the professionalism of this department and noted that for an agency of this size achieving accreditation is no small task.

Based on this review, the Berryville Police Department has been awarded status as an accredited agency.

This achievement illustrates the commitment that the Town of Berryville has to its community. The Berryville Police Department is committed to serving this community in a highly professional manner that is consistent with the best practices in the profession and in accord with the laws, rules, and regulations of the United States and Commonwealth of Virginia.

Chief David Huchler, Metropolitan Washington Airport Authority, representing the VLEPSC Board, will attend the December Town Council meeting and announce the accreditation of the Berryville Police Department.

Maintaining accreditation

Every year proofs will continue to be collected to show compliance with accreditation standards. Every fourth year an assessment team will return to the department and conduct a multiple day audit to verify compliance and determine if the department's accreditation will be renewed.

**Berryville Town Council Item Report Summary  
December 14, 2021**

**Item Title**

Consent Agenda - Approval of Minutes

**Prepared By**

Paul Culp, Town Clerk

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**Background/History/General Information**

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

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

**Findings/Current Activity**

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

Minutes of the 11.01.2021 Town Council work session  
Minutes of the 11.09.2021 Town Council regular meeting

**Financial Considerations**

None

**Schedule/Deadlines**

Prompt approval is recommended, but no deadline has been established.

**Other Considerations**

None.

**Attachments**

1. Consent Agenda

**Recommendation**

Approval of minutes

**Sample Motion**

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

**MINUTES**  
**BERRYVILLE TOWN COUNCIL**  
**Berryville-Clarke County Government Center**  
**Work Session**  
**November 1, 2021**  
**3:00 p.m.**

**Town Council:** Present--Harry Lee Arnold, Jr., Mayor; Erecka L. Gibson, Recorder; Donna McDonald, Diane Harrison, Grant Mazzarino. Absent--Kara Rodriguez

**Staff:** Present—Keith Dalton, Town Manager; Paul Culp, Town Clerk; Christy Dunkle, Community Development Director; Neal White, Chief of Police

Also Present—Ed Carter, resident engineer, Virginia Department of Transportation, Edinburg

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

**1. Call to Order**

Mayor Arnold called the meeting to order at 3:02 p.m.

**2. Approval of Agenda**

Mayor Arnold invited a motion to approve the agenda.

**Ms. Harrison moved to approve the agenda. The motion passed by unanimous voice vote.**

**3. Unfinished Business**

None.

**4. New Business**

Mr. Dalton said he had recently discussed traffic matters on U.S. Route 340 with members of the Council, and that he had invited Mr. Carter to provide a briefing and answer questions.

Mr. Carter said the Virginia Department of Transportation cannot reduce truck traffic on a primary route and that traffic is likely to increase as problems in the supply chain are resolved.

With regard to noise from engine brakes, Mr. Carter said engine brakes are safety devices installed at the factory and that muffler systems are legal, and that VDOT cannot restrict the use of engine brakes. He said illegal engine-braking equipment can be restricted only via officers of the Virginia State Police pulling trucks over and inspecting them.

Mr. Mazzarino asked how local officers may be certified to perform this function. Chief White described the process, which he said involves lengthy training at a distant site, and the equipment necessary for inspections, which he said is quite costly. Mr. Dalton said inspections are time-consuming and therefore divert officers from general law enforcement. Chief White added that local officers are no longer permitted to stop motorists for noise violations.

With regard to bicycle lanes on Route 340, Mr. Carter said VDOT had not considered the matter and that a share-the-road plan might be appropriate. He said VDOT planners could examine the possibility.

Ms. Harrison said bicycle traffic on Route 340 as it is now would be too dangerous. Mayor Arnold concurred. Mr. Dalton and Mr. Carter then discussed how bicycle lanes would affect travel lanes.

There was a discussion of whether to designate a portion of Route 7 as a bicycle route. Ms. Harrison mentioned the area between Main Street and the high school. Ms. Dunkle noted that this is a comparatively safe route. Mayor Arnold said he was not interested in designating a bicycle route there, and Mr. Mazzarino concurred. Mr. Dalton noted that contrary to popular belief bicycles may legally be ridden on sidewalks except in the downtown area.

Regarding speed limits on Route 340, Mr. Carter said it might be possible to extend the 25-m.p.h. zone from Hermitage Blvd. to Church Street and that a thirty-day study would be needed. Ms. Harrison said motorists often travel at 45 m.p.h. in the 35-m.p.h. zone before reaching the 25-m.p.h. zone and that measures should be taken to slow them down sooner.

There was a discussion of enhanced fines on primary roads. Mr. Carter said 85 percent of traffic must be traveling at least 10 m.p.h. over the speed limit for such fines to be imposed. Mr. Carter cautioned that people tend to drive at whatever speed is comfortable except when a law enforcement officer is present. Mr. Dalton ascertained that the Council was sufficiently interested in the matter to justify a VDOT study, for which Mr. Carter said there would be no cost.

Regarding trucks on secondary streets, Mr. Carter said the Town has the authority to limit trucks via criteria stipulating acceptable lengths and weights, with the latter being difficult to enforce. He said some streets are exempt. There was a discussion of Josephine and Church Streets and how deliveries could occur if restrictions were implemented.

Mr. Carter and Chief White explained that a truck driver could not be cited for exceeding a stipulated limit unless an officer followed the truck all the way through Town. Ms. McDonald noted that honest mistakes, as opposed to deliberate attempts at violation, sometimes occur.

Mr. Carter noted that length-based restrictions are complex because different types of businesses need different types of trucks. Ms. Harrison cautioned against restricting trucks from the moving industry.

There was a discussion of GPS capabilities, and Mr. Carter noted that sometimes truckers do not obtain GPS updates in a timely manner.

There was a discussion of signage, and Ms. McDonald cautioned against clutter created by excessive signage.

Mr. Carter said VDOT was working on the possibility of turn lanes at the intersection of North Buckmarsh and West Fairfax Streets.

There was a discussion of signals or roundabouts at the intersection of South Buckmarsh and Hermitage. Mr. Carter said a signal would cost \$500,000 to \$600,000 and a roundabout \$3 million to \$6 million. Ms. McDonald said the problem with noise would be exacerbated by trucks stopping at a light and accelerating away. Mr. Carter said the matter must go to the Commonwealth Transportation Board.

There was a discussion of various measures to help pedestrians in the near term.

There was a brief description of the inland port and of four-laning in West Virginia. Mr. Carter said the latter should have no impact on Berryville.

Mr. Dalton commended Mr. Carter for all his efforts and praised the cordial and productive relationship between the Town and VDOT. Mr. Carter reciprocated.

## **5. Other**

No further business came before the Council.

## **6. Closed Session**

There was no closed session.

## **7. Adjourn**

Mayor Arnold requested a motion to adjourn.

**Adjournment occurred by unanimous voice vote at 4:02 p.m. on a motion by Ms. Harrison.**

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Erecka L. Gibson, Recorder

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Paul Culp, Town Clerk

**MINUTES**  
**BERRYVILLE TOWN COUNCIL**  
**Berryville-Clarke County Government Center**  
**Regular Meeting**  
**November 9, 2021**  
**7:00 p.m.**

**Town Council:** Present—Harry Lee Arnold, Jr., Mayor; Erecka L. Gibson, Recorder; Donna McDonald; Diane Harrison; Grant Mazzarino; Kara Rodriguez

**Staff:** Present--Keith Dalton, Town Manager; Christy Dunkle, Community Development Director; Paul Culp, Town Clerk; Cynthia Poulin, Treasurer; Chief Neal White, Berryville Police Department

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

**Also present:** Matt Bass, Clarke County Board of Supervisors

**1. Call to Order**

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

**2. Pledge of Allegiance**

**3. Approval of Agenda**

**Recorder Gibson moved to approve the agenda as presented. The motion passed by unanimous voice vote.**

**4. Presentations/Awards/Recognitions**

Mayor Arnold noted the presence of Mr. Bass and then reminded the meeting of the Veterans Day ceremony to be held at the Government Center on November 11 at 11:00 a.m. He also congratulated the Clarke County girls' cross-country team on its regional and district championships, and the football team on its district championship.

**5. Public Hearings**

**Renewal of Lease on 23 East Main Street**

Mr. Dalton noted that the Council had advertised the present hearing after discussing the matter in its October meeting and deciding on a three-year lease with the possibility of a one-year extension, and provision of a sublease of two years maximum with the possibility of a one-year extension for the

current tenant as a one-time measure prompted by pandemic conditions. He said new language to that effect would need legal review.

Mayor Arnold opened the public hearing at 7:03 p.m. and in the absence of any comment also closed it at 7:03 p.m.

## **6. Discussion of Public Hearing Items**

The Council engaged in no further discussion.

**Recorder Gibson moved that the Council of the Town of Berryville approve the attached lease for 23 East Main Street and that the Council authorize the town manager to make minor amendments to the lease after consultation with legal counsel and to execute the lease on behalf of the Town. The motion passed by unanimous voice vote.**

## **7. Citizens' Forum**

No one addressed the meeting.

## **8. Consent Agenda**

The consent agenda comprised the minutes of the October 12 meetings of the Personnel Committee and Town Council, the October 25 meetings of the Community Development and Public Safety Committees, and the October 26 meeting of the Streets and Utilities Committee. The clerk explained three minor corrections made since issuance of the packet and noted copies of the revised consent agenda provided to members.

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

## **9. Unfinished Business**

Mr. Dalton said three of the Council's standing committees had adopted budgetary goals for fiscal year 2023: The Community Development Committee had agreed on completion of the Town's wayfinding signage project and provision of seed money for a celebration of the 225<sup>th</sup> anniversary of Berryville's founding; the Public Safety Committee had agreed on salary increase of at least 5 percent for police officers to address inflation and the need for greater competitiveness in the labor market; and the Streets and Utilities Committee had agreed on completion of infrastructure projects enumerated in the Town's plan for use of funding via the American Rescue Plan Act of 2021.

Ms. Harrison as a member of the Community Development Committee said the committee would like feedback from the Council on the anniversary celebration. Mayor Arnold said he needed more specific information. There was a discussion of past celebrations. Mr. Dalton said he did not know of

any past celebrations other than the Town's bicentennial, for which the Council had provided seed money and appointed a citizen committee.

Mayor Arnold said he considered a celebration worthwhile. Mr. Mazzarino said it would be worth exploring. Recorder Gibson questioned whether the elapse of twenty-five years was enough to justify another celebration, and said she needed more information before agreeing to commit the Council to an expenditure. Mayor Arnold agreed that the Council needed additional information and suggested that the committee consider the matter further and report again.

Ms. Rodriguez said the committee had discussed having only one event, rather than a lengthy celebration with multiple events, in the warm-weather months, with a citizen committee having most of the responsibility. Ms. Harrison said Berryville Main Street should be involved. The mayor suggested multiple events, perhaps three, and said the celebration could be accounted for in the Town budget and not necessarily as one of the goals of the Community Development Committee.

Mr. Mazzarino noted that some towns have anniversary celebrations at frequent intervals and that Berryville had acquired many new residents since its bicentennial. He and Ms. Rodriguez suggested appointing a citizen committee in the near future to expedite the fact-finding process. Ms. Rodriguez said the committee had suggested the use of a special anniversary logo on the Town website.

Mr. Dalton suggested contact with Berryville Main Street and Barns of Rose Hill for their thoughts on the matter.

Ms. McDonald said one event would suffice.

Recorder Gibson said she would like to see a plan before committing herself to an expenditure. Mayor Arnold said the formation of a committee would be necessary for development of such a plan.

The discussion then proceeded to the goals of the Public Safety Committee. Ms. McDonald, the committee chair, said the committee had been discussing the burden the police department had experienced because of the closure of numerous mental health facilities. She said the department also faced potential problems with staffing, having lost one officer and gained a new position not yet filled, hence the committee's goal of a pay increase of 5 to 8 percent for officers.

Mayor Arnold said one resignation in four or five years was not indicative of retention problems. Ms. McDonald said the competitive market creates potential problems. Mr. Mazzarino said the labor shortage and the increasing danger of law enforcement jobs are problematic, and that high inflation is another reason for a pay increase with an eye to retaining current staff.

In response to a question from Ms. Harrison, Mr. Dalton said he is proposing cost-of-living adjustments for all Town staff.

Recorder Gibson moved that the Council of the Town of Berryville approve the standing committee budget goals for FY2023—the wayfinding signage project and the increased compensation for police officers, and completion of infrastructure projects completed under the ARPA implementation plan--and direct the town manager to include funding to meet these goals in a balanced draft budget. The motion passed by unanimous voice vote.

#### 10. New Business

The Council briefly discussed the proposed 2022 calendar for committee meetings, and members' attendance at County Board of Supervisors meetings. The consensus was that members should rotate in that capacity rather than designating one member to attend all meetings. Ms. McDonald said she could attend all the 1:00 p.m. sessions.

Recorder Gibson moved that the Council of the Town of Berryville approve the **attached** Town Council meeting calendar for 2022. The motion passed by unanimous voice vote.

#### 11. Council Member Reports

Ms. Harrison said the Berryville Area Development Authority had met in October and set a public hearing for December 1 on a site plan for construction of three warehouses on Jack Enders Boulevard. None of the other members had anything to report.

#### 12. Staff Reports

##### Public Works

Nothing was added to the written report.

##### Public Utilities

Nothing was added to the written report.

##### Police

Mr. Dalton directed the Council's attention to a draft letter intended for Sen. Vogel and Dels. LaRock and Gooditis concerning the excessive burden placed on law enforcement by the strain of officers managing temporary detention orders following the closure of numerous mental health facilities. Mayor Arnold said he had asked staff to prepare a letter for his signature. He said the situation not only constitutes a strain for police personnel, it also decreases their availability to perform other duties. He said the state should be attending to these problems instead of forcing localities to bear the brunt, noting that localities do not even receive financial assistance in this matter.

Chief White said the problem is not merely one of police resources but also of inhumane conditions for persons detained for up to ninety-six hours in small rooms.

Mayor Arnold noted that the pandemic also made the hospital a hazardous place to be.

Ms. McDonald said the Town's population growth exacerbates the problem, and thanked Chief White for his efforts and those of the department.

**Recorder Gibson moved that the Council of the Town of Berryville approve the attached letter to be sent over Mayor Arnold's signature to Sen. Vogel and Dels. LaRock and Gooditis. The motion passed by unanimous voice vote.**

### **Community Development**

Ms. Dunkle briefly updated the Council on the activities of the various appointive boards associated with planning, and on construction in the Shenandoah Crossing, Fellowship Square, and Hermitage subdivisions.

#### **Annexation area B-9**

Ms. Dunkle said the Town had received no comments from the public since the public hearing in October and that the Planning Commission had approved the proposed annexation. She clarified for Ms. McDonald that Area 3, comprising approximately eleven acres and Bel Voi Farm/Friant Enterprises, is zoned residential.

Ms. McDonald and Mr. Dalton discussed whether the Town Code could be revised for provision of additional buffering. Mr. Dalton said the process would involve the Council and the Planning Commission and at least one public hearing, and that this would not be possible in the limited time before annexation would become effective on January 1, 2022. He suggested that the Council request that the Planning Commission review the matter and report its recommendations.

Mayor Arnold thanked Mr. Bass for his cogent explanation of the proposed annexation when interviewed for a recent *Winchester Star* article, noting that Mr. Bass had also assisted the Town with some persistent difficulties related to the railroad.

**Recorder Gibson moved that the Council of the Town of Berryville approve the attached ordinance approving the annexation of the area described as Annexation Area B-9. In a voice vote, Ms. McDonald voted nay, all other members aye.**

**Recorder Gibson moved that the Council of the Town of Berryville approve the attached ordinance applying Town zoning to the properties within Annexation Area B-9. In a voice vote, Ms. McDonald voted nay, all other members aye.**

**Recorder Gibson moved that the Council of the Town of Berryville approve the attached ordinance amending the Town election ward boundaries to include the parcels identified in Annexation Area B-9. The motion passed by unanimous voice vote.**

Mr. Dalton said staff would amend the boundaries once new census data become available, probably within five or six months.

#### **Administration and Finance**

Ms. Poulin added nothing to her written report.

#### **Town Manager**

##### **Update on American Rescue Plan Act of 2021**

Mr. Dalton said the agreed-upon grant funds for the John H. Enders Fire Company and Barns of Rose Hill had been sent and that the Public Works department was coordinating efforts with residents eligible for assistance with sump pump replacement. He said the next goal would be distribution of the funds for facade improvements in the downtown area.

#### **Blight Abatement**

Mr. Dalton said he had met with owners of blighted properties on November 4 and that the thirty-day deadline for owners to submit plans for remediation would fall in late November or early December. He said the process involves the town manager giving the property owner notice of his preliminary finding that the property is blighted, and if after thirty days the owner does not provide a plan, or if the plan is not acceptable, the town manager provides a plan for consideration by the Planning Commission. He recommended that the Architectural Review Board also be involved with properties located in historical areas, and a three-way joint meeting of Town Council, Planning Commission, and ARB.

Ms. McDonald reintroduced the topic of annexation and asked Mr. Dalton how the Town would benefit other than by an increase in tax revenues. She expressed concern about the sufficiency of the Town's roads and police presence.

Mr. Dalton explained the origins of the current annexation in commitments the Town had made to the County in 1989. He said development of the area could occur whether the Town annexed it or not, and noted that new residents in the developed area would patronize businesses in Berryville and stimulate economic activity beyond taxation. He said the Town's infrastructure is sufficient for new development.

Ms. McDonald asked whether the Town had done advance planning for annexation. Mr. Dalton and Ms. Dunkle summarized the Town's anticipatory activity in the realm of infrastructure.

### **13. Committee Updates**

#### **Budget and Finance**

Recorder Gibson had nothing to add.

#### **Community Development**

Ms. Rodriguez said the committee might meet in December.

#### **Personnel**

Mayor Arnold said the Council must make reappointments to the Northern Shenandoah Valley Regional Commission and the Planning Commission.

**Recorder Gibson moved that the Council of the Town of Berryville reappoint Harry Lee Arnold, Jr., to the Commission Board of the Northern Shenandoah Valley Regional Commission and that Christy Dunkle be reappointed as the Town's alternate Commission Board member, with terms commencing on January 1, 2022 and expiring on December 31, 2023. The motion passed by unanimous voice vote.**

**Recorder Gibson moved that the Council of the Town of Berryville reappoint William M. Steinmetz to the Berryville Planning Commission for a four-year term commencing on January 22, 2022 and expiring on December 31, 2025. The motion passed by unanimous voice vote.**

#### **Public Safety**

Ms. McDonald had nothing to add.

#### **Streets and Utilities**

Ms. Harrison said the committee had met in October and discussed the possibility of an ordinance for dealing with dangerous trees. She said the matter was not urgent but that the committee is asking the Public Safety Committee to address the matter sometime after January. She said the process should be smooth, as the Town attorney has looked at the codes of other jurisdictions and made a recommendation for forwarding to the committee.

**14. Closed Session**

No closed session occurred.

**15. Other**

No other business came before the Council

**16. Adjourn**

The Council adjourned by consensus on a motion by Recorder Gibson at 8:14 p.m.

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Erecka L. Gibson, Recorder

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Paul Culp, Town Clerk

THIS LEASE, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by and between the TOWN OF BERRYVILLE, VIRGINIA, hereinafter called  
the Lessor, and DOWNTOWN BERRYVILLE, INC., a Virginia nonstock  
corporation, dba Berryville Main Street, hereinafter called the Lessee.

WITNESSETH:

The Lessor agrees to lease to the Lessee, and the Lessee agrees to lease  
from the Lessor, the following described property under the following terms  
and conditions:

1. DESCRIPTION:

A. The premises herein leased is a portion of the first and  
second floor of the building located at 23 E. Main Street as shown on attached  
Exhibit A (“the property” or “the premises”).

B. In addition, the Town Manager may extend written  
revocable permission to Lessee to use the 70' by 25.33' parking area as  
generally shown on attached Exhibit B and all or a portion of a building (livery  
stable) not subject to this Lease for access to the leased premises and/or for  
storage use.

2. TERM:

The term of this lease shall be for three (3) years, beginning on the 1st day of March, 2022, and ending on the 28<sup>th</sup> day of February, 2025.

3. RENT:

A. As rental for the property, the Lessee shall pay the Lessor the sum of \$550.00 per month for the first year of the lease, with the monthly rent increasing by \$20.00 on each March 1 during the term of the lease.

B. Rent shall be payable in advance on the first day of each month, beginning March 1, 2022.

C. If any rental payment is paid after the fifth (5th) day of the month but by the tenth (10th) day of the month, a penalty equal to five percent (5%) of the rental amount shall be due and payable to Lessor in addition to the rental payment. If any rental payment is not made by the tenth (10th) day of the month, a penalty equal to ten percent (10%) of the rental amount shall be due and payable to Lessor in addition to the rental payment. If any rental payment is not paid within thirty (30) days of the due date, the rental amount and penalty amount shall carry interest at ten percent (10%) per annum from the tenth (10th) day of the month in which the rental payment was

due, and, in addition, the Lessor shall have the remedies set forth in Paragraph 16 of this Lease.

4. SECURITY DEPOSIT:

Lessor agrees not to require Lessee to pay a security deposit.

5. ASSIGNMENT:

A. No sublease agreement permitted under this chapter shall have a term that extends beyond the term of this agreement.

B. The Lessee may, without prior written consent of the Lessor, sublet first floor space to retail businesses. Sublet of the first-floor space for any use other than retail business required prior written consent of the Lessor.

C. The Lessee may, without prior written consent of the Lessor, sublet second floor space to businesses for the purpose of business incubation and development, provided that no such lease agreement for such business may have a term greater than twenty-four (24) months.

Notwithstanding the term limitations enumerated in this section, Lessee may extend its lease with its current sublessee for not more than one (1) year.

D. All sublease agreements shall include the following:

(1) Indemnification of the Town of Berryville by sublessee;

and

(2) Naming of the Town of Berryville as an additional insured on sublessee's Commercial General Liability policy.

6. USE:

It is expressly agreed that this lease is executed in order that the Lessee may use the premises for Berryville Main Street offices and other activities to promote Berryville's downtown and the economic development of the Town of Berryville and Clarke County, and the property shall not be put to any other use without the written consent of the Lessor.

7. UTILITIES:

Lessee shall be responsible for all utility services to the premises including, but not limited to, electric, phone, cable, and water and sewer.

Lessee shall also pay all charges for heating oil. Notwithstanding the provisions of paragraph 9, Lessee is responsible for all costs associated with repairs required if the heating oil supply is permitted to be depleted.

8. REPAIRS BY LESSOR:

A. The Lessor agrees that during the term of this lease

and any renewal thereof, Lessor shall do the following:

- (1) Keep the outer walls in proper and substantial repair;
- (2) Keep the roof in proper and substantial repair;
- (3) Make necessary major repairs (repairs in excess of \$700.00 each) to the heating and air conditioning systems.
- (4) Maintain the exterior appearance of the building, except as herein provided.

B. It is agreed by the parties that Lessor is not an insurer and that Lessor's responsibility and liability for each of the items of maintenance and repair set forth above shall be to make the proper repairs within a reasonable time after the necessity, nature, and location thereof has been called to Lessor's attention by Lessee.

9. OPERATION/REPAIR/MAINTENANCE BY LESSEE:

In regard to the use and occupancy of the premises, Lessee shall (i) maintain the premises in good condition; (ii) except such repairs as is the responsibility of the Lessor as set forth above, make all necessary repairs to the premises, including, without limitation, plumbing repairs and minor repairs (repairs up to \$700.00 each) to the heating and air conditioning systems;

provided, however, the cost of necessary repairs paid by Lessee in excess of \$1,400.00 per lease year shall be reimbursed by Lessor if prior written approval for the repairs was given by Lessor; (iii) be responsible for prompt snow and ice removal from the sidewalk in front of the premises; (iv) keep the inside and outside of all glass in the doors and windows of the premises clean; (v) keep all exterior store front surfaces of the premises clean; (vi) replace promptly, at Lessee's expense, any cracked or broken plate or window glass of the premises with glass of like kind and quality; (vii) maintain the premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (viii) keep any garbage, trash, rubbish or refuse in closed containers; (ix) repair promptly at its expense any damage to the premises caused by bringing into the premises any property for Lessee's use, or by the installation or removal of such property, or caused by any act or omission of Lessee, their agents, employees, contractors or invitees; (x) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the premises; (xi) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect; and (xii) conduct Lessee's business in all respects in a dignified manner.

10. EXTERIOR DESIGN AND SIGNS:

The Lessor shall have control of the exterior design of the premises and Lessee shall not paint or decorate any part of the exterior of the premises without first obtaining the written approval of Lessor. The Lessee shall have the right to erect and maintain on the exterior of the premises, at Lessee's own expense, signs, advertising matter, or a logo, including lettering or other advertising matter on the glass of the premises, necessary or appropriate to the conduct of the business of Lessee; provided, however, that no such signs or other matters shall be erected without the prior approval of Lessor as to design, size, color, and location, and without any necessary approval from the appropriate agency of the Town of Berryville.

11. ALTERATIONS AND IMPROVEMENTS BY LESSEE:

A. Lessee, prior to making any improvements or alterations to the premises, shall submit to the Lessor plans and specifications for such work (the "Construction Documents"), including, but not limited to, all electrical, plumbing, mechanical, and architectural plans and specifications. Lessor shall review the Construction Documents submitted by the Lessee, and, if same are approved by Lessor, Lessee shall submit such Construction Documents to the appropriate governmental agencies together with an

application for all permits and licenses necessary to commence such construction work. Lessor shall not be liable for any delay in obtaining such permits or licenses. The cost of any such permits or licenses shall be the responsibility of Lessee. Lessee shall be entitled to commence work in the premises upon receipt of all necessary permits and licenses.

B. In the event the Construction Documents submitted by Lessee are not acceptable to the Lessor or the appropriate governmental agencies for any reason, Lessor and Lessee shall cooperate in revising such Construction Documents to a point where they will be acceptable to Lessor and the appropriate governmental agency.

C. All improvements made by Lessee shall be considered a part of the real estate and as such the property of Lessor, except for items of tangible personal property not affixed to the demised premises.

12. PROCEDURES FOR LESSEE'S ALTERATION AND IMPROVEMENT WORK:

A. Prior to the commencement of any improvement work in the premises, Lessee shall:

(1) Obtain Lessor's written approval of the Construction Documents as set forth above;

(2) Have in its possession the permits and licenses necessary for the improvement work;

B. Lessee shall conduct the improvement work in the premises in accordance with reasonable rules and regulations promulgated by Lessor or its agent, including, but not limited to, the following:

(1) All work by Lessee shall conform to the Construction Documents as approved by Lessor and shall conform to all local, state, and national codes, laws, rules and regulations;

(2) Lessee shall not permit its construction activities to interfere with the quiet enjoyment of the building in which the demised premises are located, or of the adjoining buildings.

(3) Lessee shall, at Lessee's expense, remove from the premises and adjoining areas all trash and debris as same accumulates;

(4) Lessee shall not use or permit the use of any areas outside the premises for any construction activities unless expressly consented to in writing by Lessor; and

(5) Lessee shall, at all times, enforce strict discipline and good order among their contractors, subcontractors, and employees.

C. In the event Lessee shall fail to perform the improvement work in accordance with the rules and regulations of Lessor, Lessor shall have the right to either (a) perform the obligation which Lessee have failed to perform, or (b) repair any damage caused by Lessee's failure to comply, including, without limitation, the correction of any deviation from the Construction Documents and the correction of any defects, and Lessee shall pay to Lessor on demand, all of Lessor's costs associated therewith. Lessee shall be responsible and liable for any and all damage to the premises caused either directly or indirectly by Lessee's construction activities.

13. ANTICIPATED WORK BY LESSOR

A. Lessor anticipates completing two projects on or adjacent to the premises within the next ten (10) years and hereby notifies Lessee of these projects. Lessor anticipates completing projects to:

- (1) Stabilize and improve the livery stable; and
- (2) Construct a vestibule outside of the second-floor bathroom of the premises.

B. Lessee agrees that it will utilize the rear occupancy of the second floor of the premises for its offices and sublet the front occupancy of the premises for business incubation and development.

C. Lessee agrees that with thirty (30) days prior written notice, Lessor may cause the second-floor vestibule project to begin.

14. DEFAULT:

A. If any rent shall be due or unpaid for a period of thirty (30) days, or if default shall be made in any of the conditions or covenants herein contained, or if the said premises or any part thereof shall be vacated by the Lessee during the term granted by this lease, the Lessor may recover and resume possession of said property, either by force or otherwise, without being liable to prosecution therefor, remove all persons and property therefrom, relet the said premises as agent for the Lessee, receive and collect the rents thereof, applying the same first to the payment of such expenses as the Lessor may have incurred in recovering the possession of the said property and reletting the same, secondly to the payment of any costs or expenses that the Lessor may have incurred, either for repairs or by reason of any condition or covenant being unfulfilled on the part of the Lessee, and then to the payment of any rent due or to become due under the terms of this lease, with interest, and the Lessee agrees to pay any deficiency which may arise.

B. Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease are cumulative and not exclusive,

and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any breach of this Lease and for any costs or expenses, including attorneys fees, incurred by Lessor in enforcing the terms of this Lease, or in pursuing any legal action for the enforcement of Lessor's rights.

15. LIABILITY:

The Lessor shall not be liable for any injuries to any person or for any damages to any property on or about the demised premises. The foregoing shall apply to injuries or damages to any property of Lessee, except such injuries or damages as directly result from Lessor's failure to comply with the provisions of Paragraph 8 of this lease.

16. INDEMNITY:

Lessee shall indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or

alterations of buildings or improvements thereon, for property owned by or work done by Lessee.

17. DAMAGE OR DESTRUCTION:

If the demised premises shall, without fault of Lessee, be destroyed or be so damaged as to become wholly or partially untenable by fire or by providential means, then, if the Lessor shall elect to rebuilt or repair, this Lease shall remain in force and Lessor shall rebuild or repair the premises within a reasonable time after such election, putting premises in as good condition as they were at time of destruction or damage, and for that purpose they may enter said premises, and rent shall abate during time the premises are untenable; but if Lessor does not elect as aforesaid to rebuild or repair, then Lessor shall have possession of the premises hereby let, and Lessee shall deliver and surrender to Lessor such possession, and this Lease shall become void and the term hereby created end; and on such delivery and surrender being made or on the recovery of said premises by Lessor the Lessee shall receive a prorate refund of prepaid rent, or the obligation to pay rent shall cease, as applicable.

18. INSPECTION AND ACCESS:

A. The Lessor and its agents shall have the right during

the term of this Lease to visit, inspect, and make necessary repairs to the leased premises at any reasonable hour.

B. The Lessor shall have the right during the term of the Lease to access the site in order to enter portions of the building not subject to the lease. Lessee agrees that such access must occur through leased space and agrees to provide access at any reasonable hour. The Lessee agrees to park only in identified spaces and not to block access to the rear of the building.

19. INSURANCE:

A. Minimum Insurance Coverage Requirements: Lessee shall, at its own expense, keep in full force and effect during the term of this lease, and during the term of any extension of this lease, insurance coverage's in the following amounts:

Commercial General Liability:

\$1,000,000 each occurrence (Bodily Injury and Property Damage)  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 per person or organization (Personal and Advertising Injury)  
\$1,000,000 each (CGL/AL/EL) occurrence/\$2,000,000 Annual Policy  
Aggregate

Workers Compensation as required by Code of Virginia.

B. Lessee shall have the aforesaid insurance coverage apply to Lessee's use of non-leased premises pursuant to paragraph 1.B.

C. The Town shall be named as an additional insured on any policy obtained by Lessee pursuant to this paragraph. Lessee shall annually furnish the Town with a Certificate of Insurance documenting that the aforesaid insurance coverage has been obtained.

20. ENTIRE AGREEMENT:

This Lease constitutes the entire agreement among the parties and may not be amended except by written instruments executed by each of the parties.

21. CONSTRUCTION OF THE LEASE:

This Lease shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

22. COMPUTATION OF TIME:

If the time period or date by which any right, option, or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, expires or occurs on a Saturday, Sunday, or legal, bank, or Clarke County Circuit Court Clerk's Office holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

23. BINDING:

The Lease shall inure to the benefit of, and be binding upon, the successors and assigns of the parties.

24. RIGHT TO RE-LEASE:

If the demised premises is to be available for lease by Lessor at the expiration of the three-year term of this Lease, or at the expiration of any subsequent one-year term, the Lessor shall give the Lessee the first right to re-lease the premises for a term of one (1) year, upon the same conditions, except the amount of rent, as contained in this Lease. If Lessee should desire to re-lease the premises at the expiration of the three-year term or any subsequent one-year term, Lessee shall so notify the Lessor in writing at least ninety (90) days prior to the expiration of term, and upon being so notified the Lessor shall inform the Lessee in writing at least sixty (60) days prior to the expiration of said term of the amount of rent for the new term. The Lessee shall then notify the Lessor in writing at least thirty (30) days prior to the expiration of said term as to whether or not the Lessee will elect to re-lease the premises.

25. NOTICES:

All notices, demands, or other communications that may be necessary or proper hereunder shall be deemed duly given if personally

delivered, sent via certified mail, return receipt requested, or sent overnight courier service, such as Federal Express, UPS, or Airborne, addressed respectively as follows:

If to Lessor:

Town of Berryville, Virginia  
ATTN: Town Manager  
101 Chalmers Court, Suite A  
Berryville, VA 22611

DBI / Berryville Main Street  
ATTN: President  
23 East Main Street  
Berryville, VA 22611

TOWN OF BERRYVILLE, VIRGINIA, Lessor

BY: \_\_\_\_\_(SEAL)  
Keith R. Dalton, Town Manager

DOWNTOWN BERRYVILLE, INC, Lessee

BY: \_\_\_\_\_(SEAL)

\_\_\_\_\_  
(Printed Name) (Position)

**Berryville Town Council Item Report Summary  
November 9, 2021**

**Item Title**

New Business - Approval of Town Council Meeting Calendar for 2022

**Prepared By**

Paul Culp, Town Clerk

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**Background/History/General Information**

The proposed schedule of meetings for the coming year is as follows:

Regular meetings of the Council will continue to be on the second Tuesday of each month at 7:00 p.m.  
Work sessions will be on the first Monday at 3:00 p.m.  
Community Development Committee fourth Monday at 9:00 a.m.  
Streets and Utilities Committee fourth Monday at 10:00 a.m.  
Public Safety Committee fourth Monday at 3:00 p.m.  
Personnel Committee fourth Tuesday at 9:00 a.m.  
Budget and Finance Committee fourth Tuesday at 10:00 a.m.

**Findings/Current Activity**

Slightly modified from this year, the new schedule should minimize the number of times members must come to the Government Center and also will limit lag-time between meetings on any given morning.

**Financial Considerations**

None.

**Schedule/Deadlines**

Prompt approval is recommended in order to secure room reservations.

**Other Considerations**

None.

**Attachments**

**Recommendation**

Approval.

**Sample Motion**

I move that the Council of the Town of Berryville approve the proposed schedule of Council meetings for 2022.

The Council of the Town of Berryville respectfully requests the attention of you and your colleagues to a crisis that is affecting jurisdictions all across Virginia. The impact of providing mental health services to those in acute crisis is taking an extreme toll on communities of all sizes across the Commonwealth, and we call upon you to advocate for serious and extensive discussions about this matter in upcoming legislative sessions before any further harm befalls our communities.

This is not a new predicament, but one that has been neglected for far too long at the expense of a multitude of Virginians who suffer on a daily basis. The problem has been exacerbated by the COVID-19 pandemic as well as extreme bed and staffing shortages at state-operated mental health facilities. The current pandemic only highlighted the deficiencies in this system that were previously glaringly obvious to those who provide assistance to persons in acute mental health difficulties, such as law enforcement officers, community mental health services providers, and clients themselves.

These law enforcement officers, local service providers, and clients now find themselves lingering in an emergency department room of a local hospital for days waiting for a mental health bed to become available, without receiving any mental health services, only to be released back to their previous environments because the legally permitted period of involuntary detention had expired. These are the scenarios that are becoming increasingly the norm as opposed to the exception, and that is why the Council of the Town of Berryville implores you to take on this complex and demanding problem that requires immediate and thoughtful legislative action.

This broken system is placing law enforcement officers in local emergency departments boarding mental health clients instead of patrolling the streets of our communities, which puts the safety and welfare of the community in jeopardy. It also places much needed mental health services out of reach to those clients who so desperately need them during a time of crisis.

The vital importance of this topic cannot be understated. Throughout our nation, one in four individuals suffer, often in silence, from a mental health disorder, so this is not a matter that touches just a few. As you head back to chambers for the upcoming legislative session, please know that reform to the mental health system in the Commonwealth is a top priority and concern for our community and the Commonwealth.

EFFECTIVE DATE OF ORDINANCE

This Ordinance shall be in force and effective as of 12:01 a.m., January 1, 2022.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

I hereby certify that the foregoing Ordinance was duly adopted by the Council of the Town of Berryville, Virginia, in a meeting duly assembled \_\_\_\_\_ 2021.

ATTEST: \_\_\_\_\_  
Erecka L. Gibson, Recorder

CERTIFICATE

COMMONWEALTH OF VIRGINIA,  
TOWN OF BERRYVILLE, CLARKE COUNTY, to wit:

I, Harry Lee Arnold, Jr., Mayor of the Town of Berryville, a Virginia Municipal Corporation, hereby certify that ERECKA L. GIBSON, whose name is signed to the foregoing Certificate, is and was at the time of signing the same, Town Recorder of the Town of Berryville, Virginia, duly qualified; that her attestation is in due form of law; that his signature is genuine, and all his official acts entitled to full faith and credit.

Given under my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED: \_\_\_\_\_  
Harry Lee Arnold, Jr., Mayor  
Town of Berryville, Virginia

COMMONWEALTH OF VIRGINIA,  
TOWN OF BERRYVILLE, CLARKE COUNTY, to wit:

I, Erecka L. Gibson, Town Recorder of the Town of Berryville do hereby certify that HARRY LEE ARNOLD, JR., whose name is signed to the foregoing Certificate, is, and was at the time of signing same, Mayor of the Town of Berryville, Virginia, duly qualified.

Given under my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED: \_\_\_\_\_  
Erecka L. Gibson, Recorder  
Town of Berryville, Virginia

COMMONWEALTH OF VIRGINIA,  
TOWN OF BERRYVILLE, CLARKE COUNTY, to wit:

I, the undersigned, a Notary Public in and for the aforesaid Jurisdiction do hereby certify that Harry Lee Arnold, Jr. and Erecka L. Gibson, whose names are signed to the foregoing instrument, bearing date of \_\_\_\_\_, 2021 have appeared before me and acknowledged the same in my aforesaid jurisdiction.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**DRAFT**

**ORDINANCE APPLYING TOWN OF BERRYVILLE ZONING  
TO ANNEXATION AREA B-9**

BE IT ORDAINED by the Town Council of the Town of Berryville amend the Zoning Map to apply Town Zoning to Annexation Area B-9 in the following manner:

For the approximate 9-acre area as described above as Area 1, currently zoned Institutional (ITL) by Clarke County, is proposed to be zoned Institutional (ITL) by the Town of Berryville.

For the approximate 10-acre area as described above as Area 2, currently zoned Detached Residential-2 (DR-2) by Clarke County, is proposed to be zoned Detached Residential-2 (DR-2) by the Town of Berryville.

For the approximate 112-acre area as described above as Area 3, the portion currently zoned Open Space Residential (OSR) by Clarke County, is proposed to be zoned Open Space Residential (OSR) by the Town of Berryville; the portion currently zoned Business Park (BP) is proposed to be zoned Business Park (BP) by the Town of Berryville; the portion currently zoned Detached Residential-1 (DR-1) is proposed to be zoned Detached Residential-1 (DR-1) by the Town of Berryville; and the portion currently zoned Detached Residential-2 (DR-2) is proposed to be zoned Detached Residential-2 (DR-2) by the Town of Berryville.

A Zoning Map showing zoning districts in the Town of Berryville, including zoning in Annexation Area B-9, is attached hereto as Exhibit A.

This ordinance shall become effective beginning January 1, 2022.

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

I hereby certify that the foregoing ordinance was duly adopted by the Town Council of the Town of Berryville, Virginia, in a meeting assembled November 9, 2021.

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Erecka L. Gibson, Recorder

**DRAFT**  
**WARD BOUNDARY ORDINANCE**

AN ORDINANCE ESTABLISHING BOUNDARIES FOR THE DIVISION OF THE TOWN OF BERRYVILLE INTO FOUR WARDS PURSUANT TO SECTION 1.3 OF THE CHARTER OF THE TOWN OF BERRYVILLE, VIRGINIA

WHEREAS, The Charter of the Town of Berryville, Chapter 1, Section 1.3, provides that the Town of Berryville shall be divided into four Wards, and further, that the boundaries of such wards shall be established by the Town Council by Ordinance; and

WHEREAS, The Charter of the Town of Berryville, Chapter 3, Section 3.1 provides, in pertinent part, that the Mayor and Recorder shall be elected from the Town at large, and further that the four Council members shall reside one in each ward of the Town, but shall be elected at large by all of the qualified voters of the Town; and

WHEREAS, federal and/or state constitutional requirements and legislation require that the ward boundaries effect an even distribution of population within a permitted deviation of plus or minus five percent of such population within each such ward; and

WHEREAS, The Town Council of the Town of Berryville finds it necessary to revise the boundaries of the four wards in town to include the one-hundred and thirty acres, plus or minus, of the territory of Clarke County, Virginia, identified as Annexation Area B-9, contiguous to the corporate limits of the Town of Berryville, such Annexation effective as of 12:01 a.m. on January 1, 2022;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Town of Berryville, that the boundaries of the four Wards of the Town of Berryville shall be, and hereby are established as set forth herein following and as set forth on the map of the Town of Berryville attached hereto (Exhibit A):

WARD ONE (1): All that property contained herein: beginning at the northeastern corner of the corporate limits and extending southward along the corporate limits to Business Route 7 (Main Street) then extending west along the northern side of Main Street to the corporate limits on the southern side of Main Street at the rear property lines of lots fronting on the east side of Blue Ridge Street then crossing Main Street then extending west on Main Street to the western boundary of Station Road then extending north along First Street to Cameron Street then extending west along Cameron Street to Page Street then extending south along Page Street to Liberty Street then extending west on Liberty Street to Price's Lane then extending north along Price's Lane to Osborne Street then extending west along Osborne Street to Church Street then extending north on Church Street to Bundy Street then extending west along Bundy Street to Buckmarsh Street then extending north along Buckmarsh Street to Bypass

Route 7 following the corporate limits along an easterly route to close the loop at the northeastern corporate boundary.

WARD TWO (2): All that property contained herein: beginning at the corporate boundary at the intersection of Church Street and Buckmarsh Street and extending north along Buckmarsh Street to Academy Street then extending east along Academy Street to Church Street then extending north along Church Street to Osborne Street then extending east along Osborne Street to Price's Lane then extending east along Liberty Street to page Street then extending north along Page Street to Cameron Street then extending east along Cameron Street to First Street then extending south along First Street to Main Street then extending east along Main Street to the rear property lines along lots fronting on the east side of Blue Ridge Street then extending in a generally southern direction along the corporate boundaries to the southeast corporate boundary and then extending in a generally western direction to close the loop at the corporate boundary at the intersection of Church Street an Buckmarsh Street.

WARD THREE (3): All that property contained herein: beginning at the southwestern corner of the corporate limits and extending generally in a northerly direction along the corporate limits to Business Route 7 (Main Street) then extending east along the south side of Main Street to Dorsey Street then extending north along the east side of Dorsey Street to Treadwell Street then extending east along the south side of Treadwell Street to Smith Street then extending south along the western side of Smith Street to Academy Street then extending east along the south side of Academy Street to Buckmarsh Street then extending south along the west side of Buckmarsh Street to close the loop with the southwestern corner of the corporate limits.

WARD FOUR (4): All that property contained herein: beginning at the northwestern corner of the corporate limits and running east along the corporate limits parallel with Bypass Route 7 then extending south then east along the corporate limits to Buckmarsh Street then extending south along the western side of Buckmarsh Street to Bundy Street then extending east along Bundy Street to Church Street then extending south along Church Street to Academy Street then extending west along Academy Street to Smith Street then extending north along Smith to Treadwell Street then extending west along Treadwell Street to Dorsey Street then extending south along Dorsey Street to Main Street then extending west along Main Street to the corporate boundary then closing the loop by extending west and north to the north western corner of the corporate limits.

Approved this 9<sup>th</sup> day of November, to be effective as of 12:01 a.m. on January 1, 2022.

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

I hereby certify that the foregoing ordinance was duly adopted by the Town Council of the Town of Berryville, Virginia, in a meeting assembled November 9, 2021.

ATTEST: \_\_\_\_\_  
Erecka L. Gibson, Recorder

Discussion/Adoption  
December 14, 2021

Proposed Amendment to Chapter 2 of the Berryville Code  
to Establish the Town Council Election at the November  
General Election in Even-Numbered Years

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Overview

SB 1157, which became effective on July 1, 2021 and is now codified as Va. Code § 15.2-1400, required localities to move May General Elections to November. While this election date change was required despite provisions of the approved Town Charter, the Town Council is required to adopt an ordinance officially changing the election date.

According to Va. Code § 15.2-1400 this ordinance must be approved before January 1, 2022.

Attachments

- SB 1157
- Section 2-23 of the Berryville Code (proposed)
- Associated ordinance

Recommendation

Approve the attached ordinance to comply with Va. Code § 15.2-1400.

Sample motion

I move that the Council of the Town of Berryville adopt the attached ordinance amending Chapter 2 of the Berryville Code by creating a new section, 2-3 Election of Town Council at November general election in even-numbered years.

# VIRGINIA ACTS OF ASSEMBLY -- 2021 SPECIAL SESSION I

## CHAPTER 103

*An Act to amend and reenact § 15.2-1400 of the Code of Virginia, relating to time of certain local elections.*

[S 1157]

Approved March 12, 2021

Be it enacted by the General Assembly of Virginia:

1. That § 15.2-1400 of the Code of Virginia is amended and reenacted as follows:

**§ 15.2-1400. Governing bodies.**

A. The qualified voters of every locality shall elect a governing body for such locality. The date, place, number, term, and other details of the election shall be as specified by law, general or special. Qualification for office is provided in *Article 4* (§ 15.2-1522 et seq.) of *Chapter 15*.

B. The governing body of every locality shall be composed of not fewer than three nor more than eleven members.

C. Chairmen, mayors, supervisors, and councilmen are subject to the prohibitions set forth in §§ 15.2-1534 and 15.2-1535.

D. A governing body may punish or fine a member of the governing body for disorderly behavior.

E. *Notwithstanding the provisions of §§ 24.2-222 and 24.2-222.1, any city or town charter, or any other provision of law, general or special, beginning with any election held after January 1, 2022, elections for mayor, members of a local governing body, or members of an elected school board shall be held at the time of the November general election for terms to commence January 1.*

2. That any city or town currently providing for the election of its mayor, governing body, or school board at a May election shall, by ordinance, provide for the transition of such elections to the November general election date. No term of a mayor, a member of council, or a member of a school board shall be shortened in implementing the change to the November election date. Mayors and members of a council or school board who were elected at a May general election and whose terms are to expire as of June 30 shall continue in office until their successors have been elected at the November general election and have been qualified to serve.

**Sec. 2-23 Election of Town Council at November general election in even-numbered years.**

*A. Pursuant to Virginia Code §24.2-222.1 and notwithstanding the provisions of Town Charter §§3.2 and 3.3 and Virginia Code §24.2-222, the election of members of Town Council shall be held on the general election date in November of even-numbered years, beginning in November, 2022, and biennially thereafter, in accordance with the following cycles:*

- 1. The election for the Vice Mayor, the Council member from Ward 2, and the Council member from Ward 4 shall be held on the November 2022 general election date and every four (4) years thereafter;*
- 2. The election for the Mayor, the representative from Ward 1, and the representative from Ward 3 shall be held on the November 2024 general election date and every four (4) years thereafter.*
- 3. In accordance with the provisions of Virginia Code §24.2-222.1(C), the members of the Town Council elected at a May general election shall have their term of office lengthened by six months and shall continue in office until their successors have been elected at the November general election and have been qualified to serve.*
- 4. The terms of office for those elected at the November general election shall commence on January 1 immediately following said election.*

AN ORDINANCE ADOPTING  
ORDINANCE SECTION 2-23 OF THE BERRYVILLE CODE –  
ELECTION OF TOWN COUNCIL AT NOVEMBER GENERAL  
ELECTION IN EVEN-NUMBERED YEARS

BE IT ORDAINED, by the Council of Town of Berryville, that the Code of the Town of Berryville, is amended to add Section 2-23 Election of Town Council at November General Election in Even-Numbered Years as follows:

*A. Pursuant to Virginia Code §24.2-222.1 and notwithstanding the provisions of Town Charter §§3.2 and 3.3 and Virginia Code §24.2-222, the election of members of Town Council shall be held on the general election date in November of even-numbered years, beginning in November, 2022, and biennially thereafter, in accordance with the following cycles:*

- 1. The election for the Vice Mayor, the Council member from Ward 2, and the Council member from Ward 4 shall be held on the November 2022 general election date and every four (4) years thereafter;*
- 2. The election for the Mayor, the representative from Ward 1, and the representative from Ward 3 shall be held on the November 2024 general election date and every four (4) years thereafter.*
- 3. In accordance with the provisions of Virginia Code §24.2-222.1(C), the members of the Town Council elected at a May general election shall have their term of office lengthened by six months and shall continue in office until their successors have been elected at the November general election and have been qualified to serve.*
- 4. The terms of office for those elected at the November general election shall commence on January 1 immediately following said election.*

VOTE:

Aye –

Nay –

Absent –

ATTEST: \_\_\_\_\_  
Erecka L. Gibson, Recorder

DATE: \_\_\_\_\_

Issuance of a Request for Proposals – Video Security  
Services and Equipment

---

Overview

The Town of Berryville American Rescue Plan Act of 2021 Implementation Plan adopted by the Town Council on July 13, 2021. Section VI of the Plan provided for the completion of necessary water and sewer infrastructure projects. Appendix D of the Plan provides for the purchase and installation of security improvements at water and sewer facilities.

Town staff has identified three critical infrastructure sites at which security improvements, including installation of cameras, should be completed.

The attached draft RFP is proposed to secure services of a firm that will evaluate the Town's needs for security cameras at key water and sewer sites and then purchase and install selected security equipment.

Attachments

- Draft RFP 2022-01

Recommendation

Authorize the Town Manager to issue the attached RFP.

Sample motion

I move that the Council of the Town of Berryville authorize the Town Manager to issue RFP 2021-01. The Council also authorizes the Town Manager to review the submissions with a committee of comprise of staff, interview firms, and award a contract in accordance with this offering.



**TOWN OF BERRYVILLE, VIRGINIA  
REQUEST FOR PROPOSAL  
VIDEO SECURITY SERVICES & EQUIPMENT  
RFP # 2022-01**

RFP ISSUE DATE: December 15, 2021

OPTIONAL SITE VISIT: December 29, 2021 12:00 p.m. ET \*

QUESTIONS DUE: January 4, 2022, 12:00 p.m. ET

ANSWERS POSTED BY: January 12, 2022, 12:00 p.m. ET

SUBMISSION DUE DATE: January 31, 2022, 2:00 p.m. ET

SUBMISSION DELIVERY ADDRESS: Cynthia Poulin  
Director of Finance/Treasurer Town of Berryville  
101 Chalmers Court, Suite A  
Berryville, VA 22611

\* Interested bidders may attend brief tours of the project sites. Potential offerors must provide their own transportation. The tour will begin at the Town's Public Works Facility located at 201 Tom Whitacre Circle, Berryville, VA 22611 at 12:00 p.m. After a brief tour of the Public Works Facility, participants will be directed to the Town's Waste Water Treatment Plant and the Town's Water Treatment Plant and intake.

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## I. INTRODUCTION AND BACKGROUND INFORMATION

- A. **General Information** -- The Town of Berryville ("Town") is requesting proposals from qualified sources to recommend, design, and install video surveillance equipment at the Town Public Works Yard, Waste Water Treatment Plant, and Water Treatment Plant and intake.
- B. **Agreement Term** – It is the intent of the Town to enter into an agreement for equipment and installation services outlined below. It is also anticipated that the Town will enter into associated maintenance agreements for purchased equipment.
- C. **Background** - The Town serves an area of 2.275 square miles with an estimated population of 4,342 as of 2018. The Town owns and operates a water treatment facility and distribution system and a wastewater collection system and treatment facility.

## II. SCOPE OF WORK

### A. Statement of Needs

The Town of Berryville maintains a water treatment/distribution system and a sewer collection/treatment system. The Town seeks to secure the services of a contractor with direct experience and expertise in the security industry to provide video surveillance equipment and installation services for three of its properties. The contractor shall furnish all labor, materials, equipment, initial operational training, and supervision necessary to provide fully operational surveillance systems to the Town. The contractor shall develop clear, concise, and professional-quality written proposal quotes for each project for review and acceptance by the Town.

The proposed solution should be scaled in a manner that provides for future expansion of surveilled areas on the subject properties and provides for authorized remote viewing capability.

### B. General

- a. Describe approach to providing video surveillance installation services and equipment to the Town. Include process, methodology, and work plan. Include details of what, when, and how work will be performed.

NOTE: Town is desirous of implementing a solution that does not utilize proprietary hardware or software. Description must include the identification of any and all proprietary hardware and software proposed for purchase.

- b. Describe experience in providing services outlined in this scope of work. Emphasize experience with other projects for municipal governments or similar entities.
- c. Provide examples of recent projects of comparable service that have been completed by your firm. List the dollar amount, time-frame, equipment installed, and contact information.
- d. Describe ability to design, deploy, and configure new video recording systems.
- e. Describe in detail warranty given on all service and equipment. Contractor shall be the primary contact for warranty responsibility for all equipment, material, and work.

- f. Describe expected life-cycle costs and expected useful life of components.
- g. Provide a copy of a valid Department of Criminal Justice Services (DCJS) License for firm and all employees assigned to the Town project. Contractor shall have a valid DCJS license to perform work for the Town. Each employee who performs work at Town sites shall have a valid DCJS registration. The contractor and/or employees on site must present their licenses/registrations upon request by Town staff.
- h. Identify and provide copies of any additional certifications and licenses that the contractor and/or employees currently hold.
- i. Provide the names, qualifications, and experience of personnel to be assigned to the Town for video surveillance equipment and installation services. Designate the primary point of contact for this account.
- j. Describe invoicing procedure. Provide a sample invoice.
- k. Identify other goods and services offered to the Town, and associated costs.

**C. Equipment**

- a. Describe experience with multiple camera types and associated installation procedures.
- b. Describe experience with the installation of video surveillance systems.
- c. Describe experience in installation of network video recorders.
- d. Provide a detailed list of available manufacturers whose products your firm carries and with whose equipment the firm has experience. All equipment shall be new and conform to any and all established manufacturer/industry standards.

NOTE: Town is desirous of implementing a solution that does not utilize proprietary hardware or software. Description must include the identification of any and all proprietary hardware and software proposed for purchase.

- e. Provide a complete catalog and/or link to electronic catalog for each available manufacturer and list discount off published price list.

**D. Service**

- a. Describe training, expertise, and supervision of personnel assigned to the Town.
- b. Describe consultation and guidance to be provided to the Town on a per-project basis. Describe ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needs.
- c. Describe training plan for end users after installation is complete.
- d. Describe typical turnaround time for projects.
- e. Describe process and lead-time for replacement of any malfunctioning/non-

conforming equipment.

- f. Provide information regarding 24-hour tech support with availability of service calls.
- g. Describe response times to service calls and associated costs.
- h. Describe ability to provide annual maintenance and associated costs. Provide a sample copy of a maintenance agreement.
- i. Describe services that may be required in the normal course of operating systems that are not covered under the maintenance contract and associated costs.
- j. Describe all other services provided and associated costs.
- k. Provide hourly rates for on-site technicians. Specify rates by expertise level.

**E. Installation/Equipment Requirements**

- a. All NVR/Server installations shall include:
  - i. An appropriately sized Uninterruptible Power Supply (UPS). The UPS shall be sized to accommodate the server power consumption plus 15%.
  - ii. A copy of the operating system and other pre-installed software as well as any license keys.
  - iii. Video monitor with screen size of not less than 24".
  - iv. All server installations shall include a USB mouse and keyboard.
  - v. All servers shall have a recording capacity to allow thirty (30) days of video storage.

NOTE: Town will consider systems utilizing cloud-based storage.

**F. Contact Person / Locations of Sites**

After Agreement award, the contractor's principal contact with the Town will be W. Neal White, Chief of Police, who will coordinate the assistance to be provided by the Town to the contractor(s); email: [chiefofpolice@berryvilleva.gov](mailto:chiefofpolice@berryvilleva.gov).

- a. Work sites will include the following:
  - i. Public Works Facility
  - ii. Waste Water Treatment Plant
  - iii. Water Treatment Plant and intake

**G. Town's Time Requirements**

The Town and the successful offeror will establish a detailed schedule for completion of project. All work, including training, shall be completed before December 2, 2022.

**H. Assistance to Be Provided to the Contractor(s)**

- a. Public Works Department -- The Public Works Department maintains the Public Works site. The department Director will act as a liaison to with contractor(s) and provide them access to all necessary areas on site to perform services required.
- b. Public Utilities Department – The Public Utilities department maintains the Water Treatment and Waste Water Treatment sites. The department Director will act as a liaison with contractor(s) and provide them access to all necessary areas on site to perform services required.

**III. PROPOSAL SUBMISSION REQUIREMENTS**

- A. General Requirements -- The purpose of the offeror's proposal is to demonstrate the qualifications, competence, and capacity to undertake the design and installation of video surveillance equipment and services in conformity with the requirements of this request for proposals ["RFP"]. As such, the substance of proposals will carry more weight than their form or manner of presentation. The offeror's proposal should demonstrate the qualifications of the offeror and of the particular staff to be assigned to this engagement. It should also specify an offeror's approach that will meet the request for proposals requirements.

The offeror's proposal should address all the points outlined in this RFP. The proposal should be prepared simply, providing a straightforward, concise description of the offeror's capabilities to satisfy the requirements of the RFP. The submitted proposal shall, by reference, form an integral part of the resulting Agreement. Therefore, offerors should exercise extreme care in describing what services are included in or excluded in the proposal.

The Town will follow the evaluation process and selection criteria described later in this RFP. In order to enhance this process and provide each offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters or sections. The maximum pages allowed for each element are listed. Any section that exceeds this maximum will not be considered.

	Maximum # of Pgs.
Table of Contents	1
RFP Submission Form	1
Offeror's cover sheet listing:	2
• Contact person and telephone number	
Letter of transmittal and/or executive summary	2
Profile and experience of the Offeror	4
Qualifications and experience of the assigned Staff (Maximum Pages Per Person)	2
Approach and work plan (Reference IIA – Statement of Needs)	10

Ability to meet the Town's time requirements	1
Commitment to provide continuity of assigned staff	1
References of clients	2

These elements parallel the Town's proposal evaluation criteria. The Town is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each offeror for information that must be include in the proposal.

- B. Meeting; Non-Binding Cost Estimate** -- After the Town has reviewed all proposals, the Town will invite one or more of the highest-rated and fully qualified offerors to the Town to discuss their proposals and to deliver a non-binding cost estimate during the second week of February 2022.

#### IV. EVALUATION CRITERIA

It is anticipated that an offeror will be selected and an Agreement executed between both parties by March 24, 2022. The Town will evaluate proposals based on the following criteria:

1. Qualifications and experience of the offeror.
2. Qualifications and experience of the assigned staff.
3. Approach and work plan.
4. Ability to complete all services required under this RFP by the required deadlines.
5. Commitment to provide continuity of staff.
6. References from clients similar in size and complexity to the Town.

#### V. INSTRUCTIONS AND AGREEMENT TERMS AND PROVISIONS

- A. Right to Reject Proposals** - Submission of a proposal indicates acceptance by the offeror of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between the Town and the contractor selected. The Town reserves the right, without prejudice, to reject any or all proposals.
- B. Cost in Preparing Proposals Responsibility of Offeror** - There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in responding to this request. The cost of preparation and submission of proposals are the sole responsibility of offeror.
- C. Submission of Proposals** - All proposals must be submitted in a sealed envelope, labeled with the proposal title and number, and addressed to:

Cynthia Poulin, Director of Finance/Treasurer  
Town of Berryville  
101 Chalmers Court, Suite A  
Berryville, VA 22611

In order for a proposal to be considered by the Town, the Town must receive one original and four copies of the proposal no later than 2:00 PM, January 31, 2022 ET. Proposals received after the submission deadline will be returned unopened. Proposals in the form of telegrams,

telephone calls, facsimiles, or electronic mail will not be accepted. It is the sole responsibility of the offeror to ensure the receipt of the proposal by the Town.

The Town reserves the right to reject any or all proposals submitted and to cancel this RFP.

During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from offerors, or to allow corrections of errors or omissions.

The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between the Town and the selected offeror.

- D. Inquiries** - Inquiries concerning this RFP must be made in writing to: Cynthia Poulin, Director of Finance/Treasurer, at [treasurer@berryvilleva.gov](mailto:treasurer@berryvilleva.gov).

All inquiries must be submitted by 12:00 p.m. ET on January 4, 2022.

The Town will post answers to inquiries on its website by 12:00 p.m. ET on January 12, 2022.

Contact with personnel of the Town other than Cynthia Poulin, Director of Finance/Treasurer regarding this RFP may be grounds for elimination from the selection process. Information received by any means other than from this offering and the formal inquiry process may not be considered.

- E. Disposition of Proposals** - All materials submitted in response to this RFP will become the property of the Town. One copy of each proposal shall be retained for official files and will become a public record after the award and will be open to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section F "Disclosure."
- F. Disclosure** - In compliance with the Town's purchasing policy, all proposals will be available for public inspection after the Agreement award. Trade secrets and proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this legislation prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that costs/pricing are to be protected is unacceptable.
- G. Cost Incurred in Responding to Offering** - This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof. The cost of preparation and submission of proposals is the sole responsibility of offeror.
- H. Prime Vendor Responsibilities** - Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP.

If the Offeror's proposal includes services provided by others, the Offeror will be required to act

as the prime vendor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Offeror will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

- I. **Laws and Regulations** - The Offeror's attention is directed to the fact that all applicable Commonwealth of Virginia laws and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Agreement, shall apply to the Agreement throughout and will be considered to be included in the Agreement the same as though herein written out in full.
- J. **Conflict of Interest Statement** - The conflict of interest statement attached to this RFP must be executed and returned with the offeror's proposal. See Section III of Attachment A.
- K. **Ethics in Public Contracting** - The offeror will familiarize itself with the "Ethics in Public Contracting" section of the Virginia Public Procurement Act found in the Code of Virginia, Article 6, Section 2.2-4367 through 2.2-4377, and will abide by such provisions in submission of its proposal and performance of any Agreement awarded.
- L. **Non-Discrimination** - The offeror agrees that it will adhere to the non-discrimination requirements set forth in the Code of Virginia, Section 2.2-4310, which will be incorporated into any Agreement awarded. The offeror agrees to comply, and to require all suppliers and sub consultants paid in whole or in part from payments made under the Agreement to comply, with Section 122(A)(1) of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512), as amended to wit:

No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a State government or unit of local government, which government or unit receives funds made available under Subtitle A (of Title 1 of the Act).

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition, as provided in the Civil Rights Act of 1964 or Title VIII of the Act of April 11, 1968, hereafter referred to as the Civil Rights Act of 1968, shall also apply to any such program or activity.

- M. **Anti-collusion** - The signer of the proposal must declare that all persons, companies, and parties interested in the Agreement as principals or owners of the offeror are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that the proposal is in all respects fair and made in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the offeror. See Section IV of the RFP Submission Form, under Attachment A.
- N. **Agreement Execution** - The successful offeror will be required to execute the attached Agreement, provided under Attachment B. Questions or concerns with any of the Agreement terms and conditions are to be addressed in the original proposal.

ATTACHMENT A  
VIDEO SECURITY SERVICES & EQUIPMENT RFP SUBMISSION FORM  
RFP 2022-01

**SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email \_\_\_\_\_

Organized under the laws of the State of \_\_\_\_\_

Principal place of business \_\_\_\_\_

Following are the names and addresses of all persons having an ownership interest of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

The Town of Berryville requires that any consultant or firm awarded an Agreement resulting from a formal solicitation issued by the Town make certification as specified below. Receipt of such certification shall be a prerequisite to the award of Agreement and payment thereof.

**SECTION II – EMPLOYEES NOT TO BENEFIT**

I (we) hereby certify that if the Agreement is awarded to our firm, partnership, or corporation, that no employee of the Town of Berryville, or members of his/her immediate family, including spouse, parents, or children, has received or been promised, directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the act of awarding and/or executing this Agreement.

**SECTION III – CONFLICTS OF INTEREST**

This solicitation is subject to the provisions of VA Code Ann. Section 2.2-3100 et seq., the State and Local Government Conflict of Interests Act.

The offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

**SECTION IV – COLLUSION**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the state and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

**OFFEROR MUST RETURN THIS FORM WITH PROPOSAL**

- A. The offeror warrants that it is willing and able to comply with Commonwealth of Virginia laws with respect to foreign (non-State of Virginia) corporations.
- B. The offeror warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any of the offeror’s officers, employees, or agents.
- C. The offeror warrants that it will not delegate or subcontract its responsibilities under an agreement with the Town without the express prior written permission of the Town.
- D. The offeror warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

**ATTACHMENT B  
VIDEO SECURITY SERVICES & EQUIPMENT  
AGREEMENT  
RFP 2022-01**

This agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the TOWN OF BERRYVILLE, VIRGINIA ("Town"), a municipal corporation, and \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_ having a usual place of business at \_\_\_\_\_ ("Contractor").

The Contractor and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, hereby agree as follows:

**1. Provision of Services**

The Contractor shall provide all services as described in the Town's request for proposal # 2022-01 ("RFP") and as described in the Contractor's proposal dated \_\_\_\_\_ ("Proposal"). The RFP and Proposal are incorporated into this Agreement as if set out fully herein.

**2. Interpretation**

Where the terms of this Agreement and the Proposal are at variance, the provisions of this Agreement shall prevail.

**3. Term**

The term of this Agreement shall commence on \_\_\_\_\_ and shall be effective through \_\_\_\_\_. Agreements for maintenance, service, and support may extend beyond the term of this Agreement.

**4. Compensation**

In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the attached schedule, provided that enumerated services and equipment have been provided.

The total project cost shall not exceed \$ \_\_\_\_\_.

**5. Method of Payment**

The Contractor shall submit invoices to the Town with all supporting documentation (including hours worked and services performed) in accordance with the attached schedule.

The Contractor shall mail all invoices to the address specified below.

Town of Berryville  
ATTN: Cindy Poulin, Director of Finance/Treasurer  
101 Chalmers Court, Suite A  
Berryville, VA 22611

All invoices shall be Net 30 and indicate the date for services provided, with a brief description of the services provided. Failure to provide required documentation will result in the invoice being returned to the Contractor. The Town will not be liable for any resulting delays in payment

as a result thereof. The Town reserves the right to make payment via a Corporate Purchasing Card, but will not pay surcharges if payment is made via a Corporate Purchasing Card.

**6. Controlling Law and Venue**

This Agreement is made, entered into, and shall be performed in the Town of Berryville, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the Agreement, its interpretations, or its performance shall be litigated only in the Clarke County General District Court or the Circuit Court of the County of Clarke, Virginia. The Contractor shall comply with applicable federal, state, and local laws and regulations.

**7. Assignment of Agreement**

The Contractor is prohibited from assigning this Agreement in whole or in part without the prior written consent of the Town.

**8. Modification of Agreement**

The Agreement may be amended or modified only by a written modification acceptable to both the Town and Contractor.

**9. Insurance**

A. At all times during the term of this Agreement and all renewals thereof, the Contractor shall maintain:

- (1) A general liability insurance policy with a minimum primary limit of \$1,000,000 combined single limits, and an excess liability policy with a minimum limit of \$3,000,000. The Contractor's general liability and excess liability policies must be properly endorsed by a separate insurance company-issued endorsement to list the Town as an additional insured. The endorsements must be issued by the same insurance company that provides the Contractor's general liability policy and excess liability policy. A notation listing the Town as an additional insured on the certificate of insurance is not sufficient. General liability and excess liability coverage shall be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. Prior to the Contractor commencing work under the Agreement, the Contractor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.
- (2) Workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The insurer shall be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance.
- (3) Employer's liability insurance with a limit of at least (a) \$100,000 for bodily injury per accident, (b) \$100,000 for bodily injury by disease per employee, and (c) a policy limit of \$500,000 for bodily injury by disease. Prior to the Contractor commencing work under the Agreement, the Contractor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.
- (4) Commercial automobile liability insurance policy for vehicles that are owned, scheduled, non-owned, or hired by the Contractor with a combined single limit of not less than

\$1,000,000 per occurrence. The coverage must be symbol "1" liability coverage. The insurer must be licensed to conduct business in the Commonwealth of Virginia and must have an A. M. Best rating of A- or better. Prior to the Contractor commencing work under the Agreement, the Contractor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.

- B. **INSURANCE COVERAGES REQUIRED BY THIS AGREEMENT SHALL BE IN FORCE THROUGHOUT THE AGREEMENT TERM AND THE TERM OF ANY RENEWALS THEREOF. SHOULD THE CONTRACTOR FAIL TO PROVIDE ACCEPTABLE EVIDENCE OF INSURANCE COVERAGES REQUIRED UNDER THIS AGREEMENT WITHIN FIVE (5) DAYS OF THE TOWN'S WRITTEN REQUEST, THE TOWN SHALL HAVE THE ABSOLUTE RIGHT TO IMMEDIATELY TERMINATE THE AGREEMENT WITHOUT ANY FURTHER OBLIGATION TO THE AUDITOR, AND THE CONTRACTOR SHALL BE LIABLE TO THE TOWN FOR THE ENTIRE ADDITIONAL COST OF PROCURING THE UNCOMPLETED PORTION OF THE AGREEMENT AT THE TIME OF TERMINATION.**
- C. The Contractor shall require the same insurance coverage from its sub-consultants as the Town requires of the Contractor under this Agreement. Compliance by the Contractor and any of its sub-consultants with the insurance requirements under this Agreement shall not relieve the Contractor or any sub-consultants from their liabilities and obligations under this Agreement.
- D. Nothing contained herein shall be construed to create a contractual relationship between the Town and any sub-consultant of the Contractor. The Contractor shall be fully responsible to the Town for the acts and omissions of the Contractor's employees, the Contractor's sub-consultants, and the employees of any sub-consultant.
- E. In the event the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Town Manager, or his designee, may be considered if proposed by Contractor at the time of proposal submission.
- F. Prior to commencing work under this Agreement or any renewal thereof, the Contractor shall provide the Town an original, signed Certificate of Insurance evidencing the insurance coverage and other insurance requirements of this Agreement, and shall have it filed with Director of Finance/Treasurer, or her designee.
- G. For each sub-consultant, the Contractor shall provide the Town an original, signed Certificate of Insurance evidencing the insurance coverages and other insurance requirements of this Agreement, and shall have it filed with the Director of Finance/Treasurer, or her designee, before the sub-consultant commences work.
- H. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

**10. Indemnification and Hold Harmless**

The Contractor shall, for itself, its agents, servants, employees, and sub-consultants, perform all work under or associated with this Agreement in accordance with any and all applicable professional standards. As to all matters of professional responsibility, the Contractor shall

indemnify and hold harmless the Town and its agents, volunteers, servants, employees, and officials from and against any and all liability, losses, reasonable attorneys' fees, litigation expenses, and other expenses suffered by the Town and any indemnified party or entity as the result of any claim to the extent it is found to have been caused by the negligent acts, errors, or omissions of the Contractor, or those for whom Contractor is legally liable.

If the Contractor contracts with any sub-contractors for the work under this Agreement, the Contractor shall enter into an Agreement with each such sub-contractor that indemnifies, defends, and holds harmless the Town and its agents, volunteers, servants, employees, and officials from and against any and all liability, losses, reasonable attorneys' fees, litigation expenses, and other expenses suffered by the Town and any indemnified party or entity as the result of any claim to the extent it is found to have been caused by the negligent acts, errors, or omissions of the sub-contractor, or those for whom the sub consultant is legally liable.

The attorney(s) selected to defend the Town shall be subject to approval by the Town. The Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Town as herein provided.

**11. Employment Discrimination Prohibited (Code of Virginia, Section 2.2-4311)**

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to normal operations of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause.
- B. All solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal-opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with a federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.
- D. The Contractor shall include the provisions of the foregoing paragraphs A, B and C in every contract between the Contractor and a sub-contractor, and in every purchase order by the Contractor of over \$10,000, so that the provisions will be binding upon each sub-contractor and vendor of the Contractor.

**12. Drug-free Workplace to be Maintained (Code of Virginia, Section 2.2-4312)**

- A. During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every contract between the Contractor and a sub-contractor, and in every purchase order by the Contractor of over \$10,000, so that the provisions will be

binding upon each sub-contractor and vendor of the Contractor.

- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement, which was awarded to the Contractor in accordance with the Virginia Public Procurement Act. The Contractor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

**13. No Discrimination against Faith-based Organizations**

The Contractor agrees to not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2-4343.1.

**14. The Contractor Does Not and Shall Not Knowingly Employ an Unauthorized Alien**

During the term of this Agreement and any renewals thereof, the Contractor agrees that it does not and shall not knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.

**15. Contractor Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth**

- A. Pursuant to Section 2.2-4311.2 of the Code of Virginia, the Contractor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity.
- B. The Contractor shall not allow its existence, its certificate of authority, or its registration to transact business in the Commonwealth to lapse, be revoked, or be cancelled at any time during the term of this Agreement or any renewals thereof.
- C. The Town may terminate this Agreement with the Contractor if the Contractor fails to remain in compliance with the provisions of Section Fifteen of this Agreement, or Section 2.2-4311.2 of the Code of Virginia.

**16. Compliance with Building Codes and Town Requirements**

Contractor(s) shall be responsible for adhering to all relevant building codes and Town guidelines. Contractor(s) shall be responsible for any measurements, calculations, and other details of each project.

**17. Separate Solicitation/Purchase Order Required**

The Town reserves the right to obtain other cost estimates prior to authorizing work and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the Town. Upon approval of the quote received by the Town, a purchase order will be issued as authority to proceed with work. No work is to be undertaken by the contractor(s) until a purchase order has been received. Contractor(s) shall not perform work or include any additional equipment which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the Town.

**18. Notice Address.**

All notices provided under this Agreement shall be sent to the following persons at their respective physical or electronic address. All notices sent to a physical address shall be sent by certified mail, return receipt requested.

1. For TOWN: Cindy Poulin, Director of Finance/Treasurer  
Town of Berryville  
101 Chalmers Court, Suite A  
Berryville, VA 22611

2. For CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each party may amend the contact person and address by providing prior written notice to the other party.

**19. Termination by Town without Cause**

The Town may terminate this Agreement for any reason by providing notice to the Contractor no fewer than ten days in advance of the termination date and by paying any and all sums already earned by the Contractor under this Agreement, including reasonable documented expenses incurred in reliance upon this Agreement.

**20. Integration Clause**

This Agreement shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the subject of this Agreement

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement and by execution, hereby acknowledge their respective authority to bind the Town and Contractor.

TOWN OF BERRYVILLE, VIRGINIA  
A Municipal Corporation

By: \_\_\_\_\_  
Keith R. Dalton

Its: Town Manager

COUNTY OF CLARKE  
COMMONWEALTH OF VIRGINIA

The foregoing Agreement was acknowledged before me by Keith R. Dalton, Town Manager of the Town of Berryville, Virginia, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public Signature  
My Commission Expires: \_\_\_\_\_ Notary Registration #:

STAMP:

\_\_\_\_\_ (CONTRACTOR)

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

COUNTY OF CLARKE  
COMMONWEALTH OF VIRGINIA

The foregoing Agreement was acknowledged before me by \_\_\_\_\_, its  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public Signature Notary Registration #: \_\_\_\_\_

STAMP:

## **Report of the Department of Public Works December 8, 2021**

### **Water System**

We experienced two water breaks this past month.

A water main leak at a fire hydrant on Battletown Drive was repaired.

The other leak occurred on Walnut Street. Public Works was in the process of upgrading a water service lateral when the existing service line ruptured. At that point we had to excavate to repair the line.

We resumed our water meter replacement project last month. We concentrated our effort on Walnut Street. We recently completed that area and will now move to Treadwell and Academy Street for our next phase of meter upgrades.

### **Sewer System**

No activity to report.

### **General Information**

Our annual fall leaf collection is starting to wind down. It has been a busy last couple of weeks. Hopefully we will be finished as planned on December 10<sup>th</sup>.

Phase V of Hermitage Subdivision is moving along well. Some sections of utilities have been approved and the developer is starting construction on their model home.

The Town's paving contractor has begun the paving project on Dunlap and Craig's Run Court. They plan on having this paving project completed by Friday, December 10<sup>th</sup>.

**Berryville Town Council Item Report Summary  
December 14, 2021**

**Item Title**

Staff Reports - Public Utilities

**Prepared By**

Dave Tyrrell, Utilities Director

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**Background/History/General Information**

The Berryville Utility Plants have had fairly normal operations for November. The Water Treatment Facility averaged 0.389 MGD of production for a monthly total of 9.714 MG. The Wastewater Facility treated a daily average of 0.24 MGD for a monthly total of 7.3 MG of waste treated.

As you are likely aware, there is a great deal of volatility in the commodities market, including water treatment chemicals. We regularly receive updates on chemical pricing as the demand for treatment chemicals increases and the ability to ship the product becomes more difficult. One of the largest problems being faced is the demand for qualified drivers to deliver. We continue to attempt to plan further in advance to keep our supply of needed chemicals available in house and are looking into ways to extend our ability to store chemicals. We are increasing the ability to store hypo at the water treatment plant and will be adding an additional 160 gallon tank in our chlorine building. We will still need to balance the amount of chemical we keep on hand with the level of usage due to product degradation, but will be able to extend our storage capacity during seasons when we have higher usage. We also continue to store chemicals at the WWTP in bulk totes to extend our supply if needed.

**Drought Conditions**

Currently, the Shenandoah River is flowing at average historical flow rates for the month. There is no concern about water availability at this time.

**Findings/Current Activity**

The fall season has provided water treatment with a slight challenge to keep the river screens clear of leaves. This is a typical seasonal problem, but this year has been particularly troublesome. We cleaned out the river vault and have seen improvements. While in the vault repairs were made to multiple air leaks in the wellhead assemblies of the river pumps. These air leaks do not affect the pumping of water but do improve the ability to blow the screens clear of debris.

River pump #2 has broken its shaft. A replacement has been ordered and we hope to have delivery of the new unit in late December or early January.

The water tanks have received inspections and reports will be provided once they come from the contractor completing the work.

With a large assistance from the Public Works department, we have replaced most of the valves and all check valves in the older section of the booster building. Many of the 1984 vintage valves were non functional.

The wastewater facility continues to run fairly smoothly. Permeate pump #3 has been shipped out for rebuild, leaving three of four membrane trains currently in service. We have had a few problems with what I would call phantom alarms on air scour blower #4 and membrane train #2 that have called staff in after hours a few times. We feel there may be a sensor getting ready to go bad but everything tests normally and functions when checked.

We have ordered manual gear drive valve actuators for several of the valves in the sludge processing system. The levered valve operators installed during construction do not allow for operation of several valves as they age and build up with solids in the plugs. The gear drives should compensate for the conditions. These units will be installed in December.

The grit pump motor shorted to ground. A replacement motor has been ordered and installed and the system returned to service.

Servicing of the motorized gear actuators and all online instrumentation has been completed by contractors this month. Two of our nitrate probes could not be repaired in the field and were returned to the factory for rebuild.

We have processed 305,234 gallons of biosolids and completed most of the scheduled work orders for the month. A few were delayed until the first of December due to low staffing.

Attached are the first page of the WTP MOR and the WWTP DMR data as received to date for review. All data has not had its final review or has not been received from our contract lab.

#### **Financial Considerations**

#### **Schedule/Deadlines**

#### **Other Considerations**

#### **Attachments**

1. November 2021 Council Attachment

#### **Recommendation**

#### **Sample Motion**

Flows and Chemical Dosages

No. Connections Served: 1738  
 Population Served: 4185

November 2021

DATE	Raw Water Treated MGD	Finished Water Produced MGD	Finished Water Delivered MGD	Hours in Service	Alum		Carbon		Chlorine		Fluoride		Polymer		KMnO4		Soda Ash		Chlorine		Corr Inhibitor		
					Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day	mg/L	Lbs per Day
1	0.484			14.0	41	10.0	9	2.3															
2																							
3	0.343			10.5	15	5.3	2	0.7															
4	0.405			12.3	56	16.5	2	0.7															
5	0.312			9.0	30	11.7	3	1.0															
6	0.323			10.0	25	9.4	2	0.7															
7																							
8	0.533			15.0	46	10.3	3	0.7															
9	0.544			15.0	41	8.9	4	0.9															
10	0.590			16.5	51	10.3	2	0.5															
11																							
12	0.507			14.5	41	9.6	2	0.4															
13	0.155			4.3	25	19.7	1	0.6															
14	0.195			6.3	20	12.5	1	0.4															
15	0.502			13.8	51	12.1	5	1.1															
16	0.518			14.8	46	10.6	2	0.5															
17	0.588			15.3	41	8.3	3	0.6															
18	0.525			15.5	51	11.6	3	0.6															
19	0.595			17.8	51	10.2	3	0.6															
20	0.250			7.0	20	9.7	1	0.6															
21	0.209			6.5	20	11.5	1	0.5															
22	0.550			16.2	46	10.0	3	0.7															
23	0.576			17.5	51	10.6	3	0.6															
24	0.599			16.5	51	10.1	3	0.6															
25																							
26	0.316			9.5	25	9.6	1	0.5															
27	0.228			6.5	20	10.7	1	0.6															
28																							
29	0.516			14.3	45	10.5	2	0.6															
30	0.536			15.3	46	10.2	2	0.5															
31																							
Total	10.898	0.000	9.714	313.5	953	270.0	64	17.3	0.0	0.00	255.9	78.6	1.27	0.355	68	20.5	0.0	0.00	331.5	92.78	0.0	0.00	
Maximum	0.599	0.000	0.546	17.8	56	19.7	9	2.3	0.0	0.00	34.6	13.2	0.08	0.023	4	1.4	0.0	0.00	28.3	6.33	0.0	0.00	
Minimum	0.155	0.000	0.145	4.3	15	5.3	1	0.4	0.0	0.00	0.9	0.3	0.01	0.003	1	0.7	0.0	0.00	1.1	0.24	0.0	0.00	
Average	0.436	0.000	0.389	12.5	38	10.8	3	0.7	#DIV/0!	#DIV/0!	10.2	3.1	0.05	0.014	3	0.8	#DIV/0!	#DIV/0!	13.3	3.77	#DIV/0!	#DIV/0!	

SIGNED: (OPERATOR IN RESPONSIBLE CHARGE)

RAW WATER SOURCE(S) USED DURING MONTH: (SOURCE/DATES)

PRINTED NAME

David A Tyrell

Sherradoah River - Entire Month

TITLE OPERATOR CLASSIFICATION  
 DPOR CERTIFICATION NO.

Class 1  
 1955002813

# Berryville STP Monthly DMR Data

November 2021

Date	Effluent Flow MGD	Eff pH SU	Eff Temp Deg C	Eff CBOD mg/l	Eff CBOD KG/D	Eff TSS mg/l	Eff TSS KG/D	Effluent DO River mg/l	Effluent DO WWTP mg/l	Eff NO2 / NO3 mg/l	Eff TKN mg/l	Eff TKN KG/D	Eff Total N mg/l
11/1/2021	0.209	7.1	20.1	2.00	1.58				7.3	0.44	0.81	0.64	1.25
11/2/2021	0.173	7.0	19.7	0.00	0.00				8.1				
11/3/2021	0.178	7.0	18.6						7.1				
11/4/2021	0.183	7.0	18.3	1.00	0.69			8.7	8.8	3.32	0.86	0.60	4.18
11/5/2021	0.169	7.0	17.5						8.5				
11/6/2021	0.211	6.9	18.2						8.8				
11/7/2021	0.267	6.8	17.0						8.9				
11/8/2021	0.249	6.9	16.7	3.00	2.83				9.8	6.69	0.80	0.75	7.49
11/9/2021	0.344	6.7	16.7	1.00	1.30	0.00	0.00		9.4				
11/10/2021	0.400	6.5	17.3						9.7				
11/11/2021	0.335	6.1	17.4					8.8	9.3				
11/12/2021	0.200	6.1	18.2						8.8				
11/13/2021	0.180	7.0	18.1						8.1				
11/14/2021	0.185	6.7	17.1						9.2				
11/15/2021	0.212	6.9	16.8	1.00	0.80				9.0	3.86	1.12	0.90	4.98
11/16/2021	0.230	6.9	16.6	1.00	0.87				9.2				
11/17/2021	0.215	7.3	16.5						9.4				
11/18/2021	0.233	7.0	17.2	0.00	0.00			11.5	9.6	0.93	1.08	0.95	2.01
11/19/2021	0.251	6.8	16.9						9.1				
11/20/2021	0.272	6.7	16.7						9.5				
11/21/2021	0.271	6.7	16.9						9.7				
11/22/2021	0.260	6.7	17.4	1.00	0.98				9.2	0.28	0.92	0.91	1.20
11/23/2021	0.253	6.7	16.4	1.00	0.96				9.0				
11/24/2021	0.260	6.7	15.7					10.3	7.5				
11/25/2021	0.265	6.8	14.9						7.6				
11/26/2021	0.261	6.5	16.1						8.9				
11/27/2021	0.259	6.9	15.9						7.5				
11/28/2021	0.261	6.9	15.9						7.5				
11/29/2021	0.261	7.1	15.5						9.2				
11/30/2021	0.254	7.0	15.6						9.4				
Minimum	0.17	6.1	14.9	0.00	0.00	0.00	0.00	8.7	7.1	0.28	0.80	0.60	1.20
Maximum	0.40	7.3	20.1	3.00	2.83	0.00	0.00	11.5	9.8	6.69	1.12	0.95	7.49
Total	7.30	204.4	511.9	11.00	10.02	0.00	0.00	39.3	263.1	15.52	5.59	4.75	21.11
Average	0.24	6.8	17.1	1.10	1.00	0.00	0.00	9.8	8.8	2.59	0.93	0.79	3.52
Geo Mean	0.24	6.8	17.0	1.20	1.10	1.00	1.00	9.8	8.7	1.46	0.9	0.78	2.79

# Berryville STP Monthly DMR Data

November 2021

Date	Eff Total N KG/D	Eff Total P mg/l	Eff Total P KG/D	E-Coli No/100ml
11/1/2021	0.99	0.03	0.02	1
11/2/2021				1
11/3/2021				
11/4/2021	2.90	0.02	0.01	1
11/5/2021				
11/6/2021				
11/7/2021				
11/8/2021	7.07	0.07	0.07	1
11/9/2021				1
11/10/2021				
11/11/2021				
11/12/2021				
11/13/2021				
11/14/2021				
11/15/2021	4.00	0.07	0.06	1
11/16/2021				1
11/17/2021				
11/18/2021	1.78	0.04	0.04	1
11/19/2021				
11/20/2021				
11/21/2021				
11/22/2021	1.18	0.08	0.08	1
11/23/2021				1
11/24/2021				
11/25/2021				
11/26/2021				
11/27/2021				
11/28/2021				
11/29/2021				
11/30/2021				
Minimum	0.99	0.02	0.01	1
Maximum	7.07	0.08	0.08	1
Total	17.92	0.31	0.27	10
Average	2.99	0.05	0.05	1
Geo Mean	2.36	0.05	0.04	1

**Berryville Town Council Item Report Summary  
December 14, 2021**

**Item Title**

Staff Reports - Police Department

**Prepared By**

Neal White, Chief of Police

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**Background/History/General Information**

**Monthly Activity Report**

The activity report for the month of November 2021 is attached to this memo.

**Public Safety Committee**

The Public Safety Committee did not meet in November. The next committee meeting is scheduled for January 24, 2022 at 3:00 pm.

**Toy Drive**

The department has again been collecting toys for families in need this holiday season. We have partnered with the Clarke County Department of Social Services, who help identify and distribute the toys to those local families. Officer Joe Shoremount has spearheaded this effort and the response from the community has been truly fantastic.

**New Employees**

The department welcomes Ryan Keyser and Dylan Miller as newly hired sworn law enforcement officers. They will both be on hand at the Council meeting to have their oath of office administered by Clarke County Circuit Court Clerk April Willkerson.

Both gentlemen will be attending the Skyline Regional Criminal Justice Academy to receive their initial law enforcement training and then return to the department for their field training.

**Findings/Current Activity**

**Financial Considerations**

**Schedule/Deadlines**

**Other Considerations**

**Attachments**

1. Copy of Police and Security Report Nov 2021

**Recommendation**

**Sample Motion**



## BERRYVILLE POLICE DEPARTMENT

101 Chalmers Ct., Suite A, Berryville VA 22611

(T) 540.955.3863 (F) 540.955.0207

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

W. Neal White – Chief of Police

# Police and Security Report

Month/Year: November 2021	Year To Date 2021	November 2021	October 2021
<b><u>Complaints Answered</u></b>			
911 Hang Up:	12	0	1
Alarms:	98	12	10
Animal Complaint:	90	7	13
Assault:	23	3	2
Assist County:	45	9	6
Assist EMS and Fire:	136	17	4
Auto Larceny:	4	0	0
Burglary:	1	0	0
Civil Complaints:	70	12	2
Disturbance:	31	2	3
Domestic Disturbance:	22	2	4
Driving Under the Influence	10	1	1
Drunk In Public:	7	2	1
Fraud:	20	0	3
Larceny:	38	0	5
Harassment/Intimidation:	33	6	4
Homicide:	0	0	0
Identity Theft	7	0	0
Juvenile Related:	31	3	3
Mental Health Crisis:	62	7	4
Narcotics Related:	5	0	1
Noise:	48	3	5
Public Service:	10	2	0
Sexual Assault:	2	0	0
Robbery:	0	0	0
Shoplifting:	0	0	0
Suspicious Activity:	134	9	13
Trespassing:	20	1	2
Vandalism:	53	1	6
Welfare Check:	91	5	7
Miscellaneous Complaints:	461	37	51
<b>Total Complaints Answered:</b>	<b>1564</b>	<b>141</b>	<b>151</b>



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W. Neal White – Chief of Police

### Police and Security Report (Continued)

	Year To Date	November	October
	2021	2021	2021
<b><u>Traffic</u></b>			
Accidents Investigated:	54	7	7
Assist Motorist:	2	0	2
Child Safety Seat Install:	14	1	0
Funeral Escort:	25	3	1
Hit & Run:	15	2	1
Parking Tickets:	114	30	4
Traffic Warnings:	63	1	2
<b><u>Traffic Summons Issued</u></b>			
Defective Equipment:	0	0	0
Driving Suspended:	1	0	0
Expired Inspection:	6	0	0
Expired Registration:	2	0	0
Fail to Obey Highway Sign:	38	3	1
Fail to Obey Traffic Signals:	2	1	0
Fail to Stop/Lights & Siren:	0	0	0
Fail to Yield Right of Way:	10	4	0
Hit and Run:	1	0	0
No Liability Insurance:	1	0	0
No Operator's License:	2	0	0
No Seat Belt:	0	0	0
Reckless Driving:	7	0	0
Speeding:	49	4	0
Miscellaneous Summons:	8	1	0
<b>Total Traffic Summons Issued:</b>	<b>127</b>	<b>13</b>	<b>1</b>
<b><u>Found Open at Businesses in Town</u></b>			
Doors:	18	3	0
Windows:	0	0	0
Garage Doors:	0	0	0



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W. Neal White – Chief of Police

### Police and Security Report (Continued)

	Year To Date 2021	November 2021	October 2021
<b><u>Criminal Arrests Made</u></b>			
Abduction:	0	0	0
Arson:	0	0	0
Assault and Battery:	11	0	1
Assault and Battery on Police Officer:	1	0	0
Auto Larceny:	0	0	0
Breaking and Entering:	0	0	0
Capias:	3	0	0
Disorderly Conduct:	1	0	0
Driving Under the Influence:	8	1	0
Drunk In Public:	6	1	1
Fail to Obey Police Officer:	0	0	0
Fail to Pay Parking Ticket:	0	0	0
Forgery:	0	0	0
Fraud:	2	0	1
Homicide:	0	0	0
Illegal Drugs/Paraphernalia:	0	0	0
Larceny:	3	0	2
Possess Alcohol Underage:	0	0	0
Protective Order Violations:	1	0	0
Rape:	0	0	0
Resisting Arrest:	0	0	0
Robbery:	0	0	0
Shoplifting:	0	0	0
Trespassing:	2	0	0
Vandalism:	2	0	0
Weapons Violation:	1	1	0
Miscellaneous Criminal Arrests:	31	4	1
<b>Juvenile Detention Order Totals:</b>	<b>24</b>	<b>0</b>	<b>9</b>
<b>Total Criminal Arrests:</b>	<b>96</b>	<b>7</b>	<b>15</b>



## BERRYVILLE POLICE DEPARTMENT

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W. Neal White – Chief of Police

### Police and Security Report (Continued)

	Year To Date 2021	November 2021	October 2021
<b><u>Response to Resistance</u></b>			
Total Community Interface	1740	167	164
Total Enforcement Contacts	243	17	9
Physical Custody	35	3	5
Reported Force Involved	3	1	1
Administrative Review - Justified	3	1	1
Administrative Review - Not Justified	0	0	0
Complaint of Injury - Arrestee	0	0	0
Medical Treatment for Injury - Arrestee	0	0	0
Complaint of Injury - Officer	0	0	0
Medical Treatment for Injury - Officer	0	0	0
<b><u>Type of Force Involved</u></b>			
Compliance Hold / Open Hands	0	0	0
Takedown	1	1	0
Strikes (Hands / Knees)	0	0	0
Chemical Sprays (O.C.)	0	0	0
Impact Weapon (Baton)	2	0	1
Mechanical Non-Lethal	0	0	0
Firearm	0	0	0
<b><u>Arrestee Demographics</u></b>			
White Male	22	2	4
Black Male	3	1	1
Other Male	1	0	0
White Female	5	0	0
Black Female	4	0	0
Other Female	0	0	0

**Town Council Agenda Item Report Summary**  
December 14, 2021

**Item Title**  
Community Development Update

**Prepared By**  
Christy Dunkle

---

**Planning Commission**

The Planning Commission held a meeting on Tuesday, November 30, 2021 at 7:00 p.m. They discussed Chapter 10 Goals and Objectives of the comprehensive plan. Staff will update the goals and objectives according to the discussion at the meeting and forward to Planning Commissioners for discussion. Depending on the timing of receiving census data and staff workload, the Planning Commission is intending to work on the update in the next six months.

Their next meeting is scheduled for Tuesday, January 26, 2022.

**Berryville Area Development Authority**

The BADA held a meeting on Wednesday, December 1, 2021 at 7:00 p.m. They held a public hearing for the following request:

**LGV Group, LLC (Lara Dunlap, Agent) is requesting approval of a site plan in order to construct three 60,000-square foot warehouses on the property identified as Tax Map Parcel number 14-A-56, zoned BP Business Park.**

At the request of the applicant, Authority members continued the public hearing to their January 26, 2022 meeting.

**Architectural Review Board**

The Architectural Review Board met on Wednesday, December 1 at 12:30 p.m. They reviewed a sign request and following the meeting judged the Berryville Main Street parking meter contest. Their next meeting is scheduled for Wednesday, January 5, 2022 at 12:30 p.m.

**Tree Board**

The Tree Board scheduled a meeting for Wednesday, December 1 at 6:00 p.m. however a quorum of members was not in attendance. Their next meeting is scheduled for Wednesday, January 5, 2022 at 7:00 p.m.

**Board of Zoning Appeals**

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

## Town Council Agenda Item Report Summary

December 14, 2021

### Item Title

Construction Project Update

### Prepared By

Christy Dunkle

---

#### Shenandoah Crossing Subdivision

- 82 single-family homes
- Owned by D.R. Horton, Inc.
- To be developed by D.R. Horton, Inc.
- Zoned DR-2 Detached Residential
- Cluster layout
- HOA-maintained facilities
- Home construction and sales underway
- Petal Drive will be opened on January 10, 2022 between Page Street and Weeks Court. Affected property owners will be notified by the Town prior to that time.

#### Fellowship Square Subdivision

- 50 single-family homes
- Zoned DR-4 Detached Residential
- Cluster layout
- HOA-maintained facilities
- All 50 lots are either completed, under construction, or have grading plans submitted for review (the parking lot for the sales home is the only lot without applications submitted)
- Town staff conducted a site visit with the developer, the Town's engineer, and others to create a punch list of items that need to be repaired or reviewed (e.g., sidewalk repairs, ADA compliance) on September 9
- Sidewalk repairs have been completed

#### Hermitage Phase V

- 71 single-family homes
- Final phase of Hermitage subdivision (started 2000)
- Zoned R-1 and DR-1
- Phase V will have HOA oversight, other phases will not be affected
- Property purchased by D.R. Horton, Inc. in March 2021
- Land disturbance underway
- Grading plans have been submitted for individual lot development
- Staff continues to meet with the contractors to assure state and local compliance
- Street paving is underway, model home is under construction
- The extension of Dunlap into Phase V has been closed

**Berryville Town Council Item Report Summary  
December 14, 2021**

**Item Title**  
Staff Reports - Department Update

Construction Update

**Prepared By**

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**Background/History/General Information**

**Findings/Current Activity**

**Financial Considerations**

**Schedule/Deadlines**

**Other Considerations**

**Attachments**

**Recommendation**

**Sample Motion**

Berryville Town Council Item Report  
 December 2021  
 Berryville Auto Parts  
November Activity Paid In November

<u>Department</u>	<u>Date</u>	<u>Description of Transaction</u>	<u>Invoice Amount</u>
Police Dept			\$ -
	10/29/2021	CAR#03: CK NO A/C, COMP DIAGNOSTICS, WATER PUMP LEAKING ON COMPRESS, TOP OFF A/F, FORD WARRANTY	\$ 72.83
			<u>\$ 72.83</u>
			\$ -
	11/5/2021	SUPPLIES: ORANGE CLEAN WIPES	\$ 8.66
			<u>\$ 8.66</u>
	11/5/2021	CAR#03: CK ENGINE LIGHT FLASHING, COMP DIAGNOSTICS, #4 MISFIRE R & R COIL PACK & PLUG	\$ 162.00
			<u>\$ 162.00</u>
	11/5/2021	CAR#05: VA STATE INSPECTION, REMOVE SCREW ON DRIVERS FRONT TIRE ON EDGE NOT THROUGH TIRE. N/C	\$ -
			<u>\$ -</u>
	11/5/2021	CAR#01: VA STATE INSPECTION, N/C	
	11/5/2021	CAR#04: VA STATE INSPECTION, N/C	
	11/5/2021	CAR#02: VA STATE INSPECTION, N/C	
			<u>\$ 243.49</u>
PUBLIC WORKS			\$ -
			<u>\$ -</u>
	11/12/2021	Batteries for Parking Meters	\$ 65.22
			<u>\$ 65.22</u>
	11/19/2021	Motor Oil	\$ 15.16
			<u>\$ 15.16</u>
			\$ -
			<u>\$ -</u>
			<u>\$ 80.38</u>
Utilities			\$ -
			\$ -
			\$ -
			\$ -
			<u>\$ -</u>
			<u>\$ -</u>
			<u>\$ 323.87</u>
		<b>Total spent</b>	
		Previous Months Balance forward	\$ 1,374.40
		<b>Total spent fiscal year to date</b>	<u>\$ 1,698.27</u>

NOTES: ALL STATE INSPECTIONS ARE DONE AT NO CHARGE

Total Shop Supplies to date	\$ 356.23
Total Vehicle charges to date	\$ 1,342.04

## Check Listing

Date From: 11/1/2021 Date To: 11/30/2021  
Vendor Range: 4IMPRINT, INC. - ZENON ENVIRONMENTAL CORPORATION

Town of Berryville  
12/06/2021 11:18 AM

Page: 1 of 3

Check Number	Bank	Vendor	Date	Amount
6973	1	CENTRIC BUSINESS SYSTEMS INC	11/04/2021	<u>\$280.33</u>
		..... 100-2100000-0000	\$252.29	
		..... 501-2100000-0000	\$14.02	
		..... 502-2100000-0000	\$14.02	
6974	1	DONNA GRIFFIN	11/04/2021	<u>\$62.79</u>
		..... 100-2100000-0000	\$62.79	
6975	1	Finley Asphalt	11/04/2021	<u>\$44,209.34</u>
		..... 100-2100000-0000	\$44,209.34	
6976	1	Gwen Malone	11/04/2021	<u>\$40.00</u>
		..... 100-2100000-0000	\$40.00	
6977	1	H. Allen Kitzelman	11/04/2021	<u>\$75.00</u>
		..... 100-2100000-0000	\$75.00	
6978	1	HAMILTON MANAGEMENT LLC	11/04/2021	<u>\$941.72</u>
		..... 100-2100000-0000	\$941.72	
6979	1	JOHN E HUDSON	11/04/2021	<u>\$40.00</u>
		..... 100-2100000-0000	\$40.00	
6980	1	JOSEPH ALAN LEACH	11/04/2021	<u>\$39.84</u>
		..... 100-2100000-0000	\$39.84	
6981	1	Keith Dalton	11/04/2021	<u>\$50.00</u>
		..... 100-2100000-0000	\$50.00	
6982	1	Kim S. Kemp	11/04/2021	<u>\$40.00</u>
		..... 100-2100000-0000	\$40.00	
6983	1	KORMAN SIGNS	11/04/2021	<u>\$15,064.50</u>
		..... 100-2100000-0000	\$15,064.50	
6984	1	Krishan Mathur	11/04/2021	<u>\$40.00</u>
		..... 100-2100000-0000	\$40.00	
6985	1	LESLIE KELLEY	11/04/2021	<u>\$29.12</u>
		..... 100-2100000-0000	\$29.12	
6986	1	RYAN PATRICK TIBBENS	11/04/2021	<u>\$40.00</u>
		..... 100-2100000-0000	\$40.00	
6987	1	Sheryl Reid	11/04/2021	<u>\$40.00</u>
		..... 100-2100000-0000	\$40.00	
6988	1	SPRING GROVE LAND TRUST	11/04/2021	<u>\$16.80</u>
		..... 100-2100000-0000	\$16.80	
6989	1	STURGIS WEB SERVICES	11/04/2021	<u>\$180.00</u>
		..... 100-2100000-0000	\$180.00	
6990	1	Thomas Randall Parker Jr.	11/04/2021	<u>\$40.00</u>
		..... 100-2100000-0000	\$40.00	
6991	1	VUPS	11/04/2021	<u>\$158.55</u>

## Check Listing

Date From: 11/1/2021 Date To: 11/30/2021  
Vendor Range: 4IMPRINT, INC. - ZENON ENVIRONMENTAL CORPORATION

Town of Berryville  
12/06/2021 11:18 AM

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Check Number	Bank	Vendor	Date	Amount
6992	1	William Steinmetz	11/04/2021	\$40.00
6993	1	ANDERSON LAWN CARE, INC.	11/10/2021	\$825.00
6994	1	ASHLEY L EDWARDS	11/10/2021	\$179.58
6995	1	Boyd's Custom Improvements, Inc.	11/10/2021	\$500.00
6996	1	COMBS WASTEWATER MANAGEMENT LLC	11/10/2021	\$75.00
6997	1	Commercial Press Inc	11/10/2021	\$225.00
6998	1	EMMILYN THOMAS	11/10/2021	\$170.27
6999	1	Hall, Monahan, Engle, Mahan & Mitchell	11/10/2021	\$3,720.00
7000	1	Hei-Way, LLC	11/10/2021	\$2,803.48
7001	1	JODI KERN	11/10/2021	\$346.20
7002	1	JOSEPH KRZYWICKI	11/10/2021	\$158.74
7003	1	KATHLEEN WHITSON	11/10/2021	\$1,181.80
7004	1	Merritt's Sanitation	11/10/2021	\$1,237.50
7005	1	Michelle M. Jones	11/10/2021	\$752.50
7006	1	PENNONI ASSOCIATES INC	11/10/2021	\$2,551.50
7007	1	Red Bud Supply	11/10/2021	\$342.32
7008	1	ROBYN J UNDERWOOD	11/10/2021	\$194.58

## Check Listing

Date From: 11/1/2021 Date To: 11/30/2021  
Vendor Range: 4IMPRINT, INC. - ZENON ENVIRONMENTAL CORPORATION

Town of Berryville  
12/06/2021 11:18 AM

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Check Number	Bank	Vendor	Date	Amount
7009	1	Sponseller's Flower Shop	11/10/2021	\$55.00
		100-2100000-0000	\$55.00	
7010	1	The Hall Company	11/10/2021	\$1,305.05
		100-2100000-0000	\$1,305.05	
7011	1	Tyler Technologies	11/10/2021	\$2,723.10
		100-2100000-0000	\$2,723.10	
7012	1	VUPS	11/10/2021	\$204.75
		501-2100000-0000	\$204.75	
7013	1	Bureau for Child Support Enforcement	11/17/2021	\$875.00
		501-2100000-0000	\$218.75	
		502-2100000-0000	\$656.25	
7014	1	CIVICPLUS	11/17/2021	\$4,424.06
		100-2100000-0000	\$4,424.06	
7015	1	LESLIE KELLEY	11/17/2021	\$575.37
		100-2100000-0000	\$575.37	
7016	1	Minnesota Life Insurance Co.	11/17/2021	\$220.40
		100-2100000-0000	\$200.58	
		501-2100000-0000	\$13.22	
		502-2100000-0000	\$6.60	
7017	1	Nationwide Retirement Solutions	11/17/2021	\$735.00
		502-2100000-0000	\$130.00	
		501-2100000-0000	\$130.00	
		100-2100000-0000	\$475.00	
7018	1	PENNONI ASSOCIATES INC	11/17/2021	\$10,957.50
		100-2100000-0000	\$10,957.50	
7019	1	Southern Software, Inc.	11/17/2021	\$1,125.00
		100-2100000-0000	\$1,125.00	
7020	1	Treasurer of Clarke County	11/17/2021	\$65,390.00
		100-2100000-0000	\$65,390.00	
7021	1	Treasurer of Frederick County	11/17/2021	\$6,363.68
		100-2100000-0000	\$3,542.88	
		502-2100000-0000	\$2,820.80	
49 Checks Totaling -				\$171,645.37

### Totals By Fund

Fund	Checks	Voids	Total
100	\$163,538.62		\$163,538.62
501	\$2,506.67		\$2,506.67
502	\$5,600.08		\$5,600.08
<b>Totals:</b>	<b>\$171,645.37</b>		<b>\$171,645.37</b>

November 2021 Deposits

Deposit Date	Batch Date	Batch #	Deposit	PayPal	ACH/EFT	ADJ	rsA Reg Trca	TOTAL	
11/4/2021	11/1/2021	18648	3,678.93	0.00				3,678.93	Daily receipts from 11/1/2021 deposited to bank lobby on 11/4/2021 Batch#18648
11/4/2021	11/3/2021	18654	17,922.19	187.99				18,110.18	Daily receipts from 11/3/2021 deposited to bank lobby on 11/4/2021 Batch#18654
11/5/2021	11/4/2021	18670	5,277.43	475.75				5,753.18	Daily receipts from 11/4/2021 deposited to bank lobby on 11/5/2021 Batch #18670
11/9/2021	11/5/2021	18676	12,073.90	50.00				12,123.90	Daily receipts from 11/5/2021 deposited to bank lobby on 11/9/2021 Batch#18676
11/9/2021	11/8/2021	18683	308,019.23	76.26				308,095.49	Daily receipts from 11/8/2021 deposited to bank lobby on 11/9/2021 Batch#18683
11/10/2021	11/9/2021	18700	14,027.13	177.94				14,205.07	Daily receipts from 11/9/2021 deposited to bank lobby on 11/10/2021 Batch#18700
11/12/2021	11/10/2021	18723	71,953.19	692.08	50.84			72,695.11	Daily receipts from 11/10/2021 deposited to bank lobby on 11/12/2021 Batch#18723
11/15/2021	11/12/2021	18736	15,758.34	441.24				16,199.58	Daily receipts from 11/12/2021 deposited to bank lobby on 11/15/2021 Batch#18736
11/16/2021	11/15/2021	18750	33,509.62	1,738.64				35,248.26	Daily receipts from 11/15/2021 deposited to bank lobby on 11/16/2021 Batch#18750
11/18/2021	11/16/2021	18754	12,170.43	294.19				12,464.62	Daily receipts from 11/16/2021 deposited to bank lobby on 11/18/2021 Batch#18754
11/18/2021	11/17/2021	18764	24,766.36	7.96				24,774.32	Daily receipts from 11/17/2021 deposited to bank lobby on 11/18/2021 Batch#18764
11/19/2021	11/18/2021	18782	29,862.93	631.72				30,494.65	Daily receipts from 11/18/2021 deposited to bank lobby on 11/19/2021 Batch#18782
11/22/2021	11/19/2021	18806	27,877.81	304.28				28,182.09	Daily receipts from 11/19/2021 deposited to bank lobby on 11/22/2021 Batch#18806
11/23/2021	11/22/2021	18815	51,320.59	473.23				51,793.82	Daily receipts from 11/22/2021 deposited to bank lobby on 11/23/2021 Batch#18815
11/23/2021	11/22/2021	18816	3,352.53	668.58				4,021.11	Daily receipts from 11/22/2021 deposited to bank lobby on 11/23/2021 Batch#18816
11/29/2021	11/23/2021	18826	18,062.82	469.94				18,532.76	Daily receipts from 11/23/2021 deposited to bank lobby on 11/29/2021 Batch#18826
11/29/2021	11/23/2021	18831	1,865.60	0.00				1,865.60	Daily receipts from 11/23/2021 deposited to bank lobby on 11/29/2021 Batch#18831
11/29/2021	11/24/2021	18844	15,737.71	481.53				16,219.24	Daily receipts from 11/24/2021 deposited to bank lobby on 11/29/2021 Batch#18844
11/29/2021	11/24/2021	18850	7,326.38	0.00				7,326.38	Daily receipts from 11/24/2021 deposited to bank lobby on 11/29/2021 Batch#18850
11/30/2021	11/29/2021	18861	58,910.62	1,252.94				60,163.56	Daily receipts from 11/29/2021 deposited to bank lobby on 11/30/2021 Batch#18861
11/30/2021	11/29/2021	18866	28,008.75	0.00				28,008.75	Daily receipts from 11/29/2021 deposited to bank lobby on 11/30/2021 Batch#18866
11/30/2021	11/29/2021	18881	24,179.33	0.00				24,179.33	Daily receipts from 11/29/2021 deposited to bank lobby on 11/30/2021 Batch#18881
12/1/2021	11/30/2021	18886	63,227.31	1,920.74				65,148.05	Daily receipts from 11/30/2021 deposited to bank lobby on 12/1/2021 Batch#18886
								0.00	
								0.00	
								0.00	
			<u>848,869.13</u>	<u>10,345.01</u>	<u>50.84</u>	<u>0.00</u>		<u>859,284.98</u>	

Total deposits 859,284.98  
~~65,148.05~~  
 Deposited In November 794,136.93

On-Line Pmts - November 2021

Deposit Date	On Line Batch date	Checks		Credit Card		Total	B/A Ref	Trans
		Date to bnk	Amount	Date to Bnk	Amount			
11/5/2021	11/1/2021		1,575.20		771.28	2,296.48		UB Online Pmt deposited on 11/5/2021 Batch#18652
11/8/2021	11/2/2021		415.62		466.66	882.48		UB Online Pmt deposited on 11/8/2021 Batch#18653
11/8/2021	11/3/2021		563.41		354.20	917.61		UB Online Pmt deposited on 11/8/2021 Batch#18671
11/8/2021	11/4/2021		0.00		44.47	44.47		TAX(RE) Online Pmt deposited on 11/8/2021 Batch#18678
11/8/2021	11/4/2021		305.05		20.00	325.05		UB Online Pmt deposited on 11/8/2021 Batch#18677
11/9/2021	11/5/2021		960.64		508.40	1,469.04		UB Online Pmt deposited on 11/9/2021 Batch#18680
11/10/2021	11/6/2021		50.84		76.26	127.10		UB Online Pmt deposited on 11/10/2021 Batch#18681
11/12/2021	11/7/2021		127.10		152.52	279.62		UB Online Pmt deposited on 11/12/2021 Batch#18682
11/12/2021	11/8/2021		0.00		76.14	76.14		TAX(PP) Online Pmt deposited on 11/12/2021 Batch#18690
11/12/2021	11/8/2021		263.94		1,018.03	1,281.97		UB Online Pmt deposited on 11/12/2021 Batch#18691
11/15/2021	11/9/2021		274.20		76.26	350.46		UB Online Pmt deposited on 11/15/2021 Batch#18721
11/15/2021	11/9/2021		39.47		0.00	39.47		TAX(RE) Online Pmt deposited on 11/15/2021 Batch#18722
11/15/2021	11/10/2021		528.40		101.68	630.08		UB Online Pmt deposited on 11/15/2021 Batch#18734
11/15/2021	11/11/2021		3,075.82		0.00	3,075.82		UB Online Pmt deposited on 11/15/2021 Batch#18735
11/16/2021	11/12/2021		0.00		100.40	100.40		TAX(RE) Online Pmt deposited on 11/16/2021 Batch#18746
11/16/2021	11/12/2021		960.54		381.28	1,341.82		UB Online Pmt deposited on 11/16/2021 Batch#18747
11/17/2021	11/13/2021		686.34		452.56	1,143.90		UB Online Pmt deposited on 11/17/2021 Batch#18748
11/18/2021	11/14/2021		1,291.00		1,108.78	2,399.78		UB Online Pmt deposited on 11/18/2021 Batch#18749
11/19/2021	11/15/2021		2,183.73		2,059.76	4,243.49		UB Online Pmt deposited on 11/19/2021 Batch#18753
11/22/2021	11/16/2021		816.40		761.85	1,578.25		UB Online Pmt deposited on 11/22/21 Batch#18753
11/22/2021	11/17/2021		0.00		77.80	77.80		TAX(PP) Online Pmt deposited on 11/22/21 Batch#18773
11/22/2021	11/17/2021		0.00		353.80	353.80		TAX(RE) Online Pmt deposited on 11/22/21 Batch#18774
11/22/2021	11/17/2021		0.00		266.91	266.91		UB Online Pmt deposited on 11/22/21 Batch#18775
11/22/2021	11/18/2021		461.60		45.00	506.60		TAX(RE) Online Pmt deposited on 11/22/21 Batch#18802
11/22/2021	11/18/2021		251.70		802.95	1,054.65		UB Online Pmt deposited on 11/22/21 Batch#18803
11/23/2021	11/19/2021		335.92		828.05	1,163.97		UB Online Pmt deposited on 11/23/2021 Batch#18812
11/26/2021	11/20/2021		1.48		93.50	94.98		TAX(PP) Online Pmt deposited on 11/26/2021 Batch#18809
11/26/2021	11/20/2021		0.00		136.70	136.70		TAX(RE) Online Pmt deposited on 11/26/2021 Batch#18811
11/26/2021	11/20/2021		251.65		217.73	469.38		UB Online Pmt deposited on 11/26/2021 Batch#18813
11/26/2021	11/21/2021		0.00		532.66	532.66		TAX(PP) Online Pmt deposited on 11/26/2021 Batch#18810
11/26/2021	11/21/2021		111.85		150.00	261.85		UB Online Pmt deposited on 11/26/2021 Batch#18814
11/26/2021	11/22/2021		342.62		262.78	605.40		TAX(PP) Online Pmt deposited on 11/26/2021 Batch#18824
11/26/2021	11/22/2021		139.81		211.80	351.61		UB Online Pmt deposited on 11/26/2021 Batch#18825
11/29/2021	11/23/2021		1,005.60		-	1,005.60		TAX(RE) Online Pmt deposited on 11/29/2021 Batch#18848
11/29/2021	11/23/2021		165.20		266.31	431.51		TAX(PP) Online Pmt deposited on 11/29/2021 Batch#18847
11/29/2021	11/23/2021		152.32		868.80	1,021.12		UB Online Pmt deposited on 11/29/2021 Batch#18846
11/29/2021	11/24/2021		246.12		603.62	849.74		TAX(PP) Online Pmt deposited on 11/29/2021 Batch#18851
11/29/2021	11/24/2021		0.00		397.55	397.55		TAX(RE) Online Pmt deposited on 11/29/2021 Batch#18856
11/29/2021	11/24/2021		0.00		348.44	348.44		UB Online Pmt deposited on 11/29/2021 Batch#18857
11/29/2021	11/25/2021		0.00		97.15	97.15		TAX(PP) Online Pmt deposited on 11/29/2021 Batch#18852
11/30/2021	11/26/2021		0.00		499.39	499.39		TAX(PP) Online Pmt deposited on 11/30/2021 Batch#18853
11/30/2021	11/26/2021		101.68		111.85	213.53		UB Online Pmt deposited on 11/30/2021 Batch#18858
12/1/2021	11/27/2021		29.87		94.03	123.90		TAX(PP) Online Pmt deposited on 12/1/2021 Batch#18854
12/1/2021	11/27/2021		25.42		404.20	429.62		UB Online Pmt deposited on 12/1/2021 Batch#18859
12/2/2021	11/28/2021		1,247.83		439.17	1,687.00		TAX(PP) Online Pmt deposited on 12/2/2021 Batch#18855
12/2/2021	11/28/2021		143.40		-	143.40		UB Online Pmt deposited on 12/2/2021 Batch#18860
12/3/2021	11/29/2021		413.30		80.00	493.30		TAX(RE) Online Pmt deposited on 12/3/2021 Batch#18883
12/3/2021	11/29/2021		39.28		230.33	269.61		TAX(PP) Online Pmt deposited on 12/3/2021 Batch#18884
12/3/2021	11/29/2021		258.44		1,501.92	1,760.36		UB Online Pmt deposited on 12/3/2021 Batch#18885
12/6/2021	11/30/2021		104.90		29.12	134.02		TAX(RE) Online Pmt deposited on 12/6/2021 Batch#18915
12/6/2021	11/30/2021		541.42		270.78	1,312.20		TAX(PP) Online Pmt deposited on 12/6/2021 Batch#18916
12/6/2021	11/30/2021		897.42		364.98	1,262.40		UB Online Pmt deposited on 12/6/2021 Batch#18917
						40,959.58		
						7,615.81		
						<u>33,343.77</u>		

Deposited In November 33,343.77



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

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

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

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

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

<b>Customer Service:</b>	For questions regarding transactions, general assistance, and reporting lost and stolen cards, call:	
	<u>Within the U.S.</u> 1.888.449.2273	<u>Outside the U.S.</u> 1.509.353.6656 (collect calls accepted)

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**Thank you for your business.**

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

BERRYVILLE TOWN OF  
 November 01, 2021 - November 30, 2021  
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<b>Cardholder Activity Summary</b>				
<i>Account Number</i>	<i>Credits</i>	<i>Cash</i>	<i>Purchases and Other Debits</i>	<i>Total Activity</i>
<b>ALSBERRY, CONNER D</b> [REDACTED]				
500	0.00	0.00	15.16	15.16
<b>BOOR, RICK</b> [REDACTED]				
15,000	0.00	0.00	1,899.83	1,899.83
<b>BOOTH, KEVIN</b> [REDACTED]				
1,000	0.00	0.00	62.85	62.85
<b>BRAITHWAITE, JAY</b> [REDACTED]				
500	0.00	0.00	24.98	24.98
<b>BUSSERT, ERNIE</b> [REDACTED]				
15,000	0.00	0.00	4,974.09	4,974.09
<b>CULP, PAUL</b> [REDACTED]				
5,000	0.00	0.00	443.33	443.33
<b>DALTON, KEITH</b> [REDACTED]				
50,000	0.00	0.00	18,598.43	18,598.43
<b>DUNKLE, CHRISTY</b> [REDACTED]				
500	0.00	0.00	13.44	13.44
<b>ELLIOTT, RALPH</b> [REDACTED]				
5,000	0.00	0.00	1,260.41	1,260.41
<b>GRIFFITH, RICHARD A</b> [REDACTED]				
500	0.00	0.00	16.64	16.64
<b>JOHNSON, KAREN</b> [REDACTED]				
1,000	0.00	0.00	29.92	29.92
<b>KELLEY, LESLIE</b> [REDACTED]				
1,000	0.00	0.00	667.62	667.62
<b>KERN, JODI</b> [REDACTED]				
5,000	0.00	0.00	467.80	467.80
<b>LINK, BRIAN</b> [REDACTED]				
1,000	0.00	0.00	114.64	114.64
<b>MILLER, TAMARA</b> [REDACTED]				
50,000	0.00	0.00	27,391.94	27,391.94
<b>PETTI, ROMAN</b> [REDACTED]				
500	0.00	0.00	89.46	89.46
<b>SHEETZ, CULLEN</b> [REDACTED]				
500	0.00	0.00	87.85	87.85
<b>STOVER, KEITH</b> [REDACTED]				
1,000	0.00	0.00	448.48	448.48
<b>TYRRELL, DAVE</b> [REDACTED]				
35,000	0.00	0.00	22,079.24	22,079.24
<b>WHITE, NEAL</b> [REDACTED]				
15,000	0.00	0.00	6,739.29	6,739.29

**BERRYVILLE TOWN OF**  
 November 01, 2021 - November 30, 2021  
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<b>Transactions</b>						
Posting	Transaction					
Date	Date	Description	Reference Number	MCC	Charge	Credit
<b>BERRYVILLE TOWN OF</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>-\$94,275.48</b>
11/23	11/23	AUTO PAYMENT DEDUCTION		0071		94,275.48
<b>ALS BERRY, CONNER D</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>16.16</b>
11/22	11/19	BERRYVILLE AUTO PARTS INC BERRYVILLE VA	24767891325520900095191	5533	15.16	
<b>BOOR, RIGG</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>1,899.83</b>
11/04	11/03	WWP*PEST MGMT SRVS. 703-723-2899 VA	24445001307300508292062	7342	74.00	
11/12	11/10	BROY & SON PUMP SERVICE 540-9553920 VA	24073141315900015900033	1799	195.00	
11/15	11/12	THE HOME DEPOT #4618 WINCHESTER VA	24943011317010197061413	5200	335.88	
11/15	11/13	WAL-MART #3344 WINCHESTER VA	24226381318091006260457	5411	39.95	
11/18	11/16	BROY & SON PUMP SERVICE 540-9553928 VA	24073141321900016200013	1799	1,170.00	
11/19	11/18	ALTMED MEDICAL CTR- FR FRONT ROYAL VA	24493981322286693700057	8011	85.00	
<b>BOOTH, KEVIN</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>62.86</b>
11/15	11/12	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971317091402000081	5251	13.60	
11/19	11/18	FISHER AUTO PARTS 009 BERRYVILLE VA	24431061323200824700154	5533	30.76	
11/23	11/22	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971327091402000267	5251	18.59	
<b>BRAITHWAITE, JAY</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>24.88</b>
11/09	11/08	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971313091404000246	5251	24.98	
<b>BUSSERT, ERNIE</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>4,974.09</b>
11/01	10/28	COYNE CHEMICAL 215-785-3000 PA	24137461302500946067257	5169	1,539.80	
11/01	10/28	MCMaster-CARR 630-834-9600 IL	24789301302429700314359	5085	494.72	
11/01	10/29	COYNE CHEMICAL 215-785-3000 PA	24137461303501133457359	5169	738.00	
11/09	11/08	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971313091404000154	5251	18.99	
11/10	11/08	MCMaster-CARR 630-834-9600 IL	24789301313475300163875	5085	85.92	
11/18	11/17	HARBOR FREIGHT TOOLS 595 WINCHESTER VA	24231681322400024640733	5251	83.19	
11/18	11/17	JNO. S SOLENBERGER AND C WINCHESTER VA	24138291322400007774857	5251	140.63	
11/19	11/17	MCMaster-CARR 630-834-9600 IL	24789301322512800158028	5085	184.64	
11/19	11/17	MCMaster-CARR 630-834-9600 IL	24789301322512800163929	5085	69.53	
11/22	11/19	GOYNE CHEMICAL 215-785-3000 PA	24137461323300713984700	5169	924.89	
11/23	11/22	USA BLUE BOOK 800-548-1234 IL	24940451326636000058046	5085	373.39	
11/24	11/22	MCMaster-CARR 630-834-9600 IL	2478930132753300370389	5085	320.39	
<b>CULP, PAUL</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>443.33</b>
11/05	11/04	STAPLS7342988333000001 877-8267755 NJ	24164071308105030006786	5111	79.44	
11/08	11/05	USPS PO 5107560300 BERRYVILLE VA	241374613100015688971009	9402	8.66	
11/08	11/05	USPS PO 5107560300 BERRYVILLE VA	241374613100015688971181	9402	9.08	
11/15	11/13	STAPLS7343710806000001 877-8267755 NJ	24164071318105120203788	5111	208.17	
11/15	11/13	STAPLS7343744181000001 877-8267755 NJ	24164071318105120359028	5111	32.67	
11/17	11/16	STAPLS7343902090000001 877-8267755 NJ	24164071320106150545187	5111	80.11	
11/19	11/18	STAPLS7343744181000002 877-8267755 NJ	24164071322105970359023	5111	25.66	
11/23	11/22	USPS PO 5107560300 BERRYVILLE VA	24137461327001634229185	9402	1.56	
<b>DALTON, KEITH</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>10,680.43</b>
11/19	11/18	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231681322747009812152	4900	9,322.96	
11/19	11/18	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231681322747009812038	4900	5,190.61	
11/19	11/18	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231681322747009812095	4900	4,084.86	
<b>DUNKLE, CHRISTY</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>13.44</b>
11/26	11/24	USPS PO 5107560300 BERRYVILLE VA	24137461329001892643364	9402	13.44	
<b>ELLIOTT, RALPH</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>1,260.41</b>
11/01	10/29	LOWES #02724* WINCHESTER VA	24692161302100083538674	5200	541.48	
11/10	11/08	BERRYVILLE AUTO PARTS INC BERRYVILLE VA	24767891313474700081361	5533	65.22	
11/10	11/09	THE BLOSSMAN COMPANIES IN228-872-8932 MS	24247601313300573325762	4900	10.00	
11/11	11/10	CLARKE COUNTY AUTOMOTIVE BERRYVILLE VA	24247601314200164808696	7538	481.08	
11/11	11/10	CLARKE COUNTY AUTOMOTIVE BERRYVILLE VA	24247601314200164808979	7539	77.63	
11/19	11/18	ALTMED MEDICAL CTR- FR FRONT ROYAL VA	24493981322286693700078	8011	85.00	
<b>GRIFFITH, RICHARD A</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>16.64</b>
11/15	11/12	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801971317091402000095	5251	16.64	
<b>JOHNSON, KAREN</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>20.92</b>

**BERRYVILLE TOWN OF**

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<b>Transactions</b>						
Posting Transaction						
Date	Date	Description	Reference Number	MCC	Charge	Credit
11/03	11/03	Amazon web services	aws.amazon.coVA	24692161307100870525063	7399	0.62
11/11	11/10	USPS PO 5107560300	BERRYVILLE VA	24137461315001469941403	9402	29.30
<b>KELLY, LESLIE</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>667.62</b>
11/01	10/28	AMPD MYRTLE LLC	NORTH MYRTLE SC	24801971302207580800444	5812	30.57
11/01	10/30	MARRIOTT MYRTLE BEACH	MYRTLE BEACH SC	24892161303100839847600	3509	613.34
Arrival: 10/25/21						
11/01	10/29	HOOK AND BARREL	MYRTLE BEACH SC	24269791303500859169271	5812	16.38
11/01	10/29	CHICK-FIL-A #01767	ROANOKE RAPIDNC	24427331303710012839306	5814	7.33
<b>KERN, JODI</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>487.80</b>
11/02	11/01	VA DMV ONLINE BILLING	PAY804-4977100 VA	24755421306133062571182	9399	60.00
11/05	11/03	HOLIDAY INN & SUITES	NOR VIRGINIA BEACVA	24943001308708368895384	3501	123.90
Arrival: 11/03/21						
11/08	11/05	HOLIDAY INN & SUITES	NOR VIRGINIA BEACVA	24943001310708373097683	3501	123.90
Arrival: 11/03/21						
11/23	11/22	MSFT * E0100GKJ8E	800-642-7676 WA	24430991326400819082180	5045	170.00
<b>LINK, BRIAN</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>114.64</b>
11/10	11/09	BERRYVILLE TRUE VALUE	BERRYVILLE VA	24801971314091406000029	5251	23.01
11/10	11/16	REXEL 3128	WINCHESTER VA	24492161321082931385062	5085	91.63
<b>MILLER, TAMARA</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>2739.194</b>
11/08	11/05	USPS PO 5107660300	BERRYVILLE VA	24137461310001568997673	9402	280.00
11/26	11/24	REPUBLIC SERVICES TRASH	866-576-5540 AZ	24941661328083753918962	4900	100.00
11/26	11/24	REPUBLIC SERVICES TRASH	866-576-5548 AZ	24941661328083717303525	4900	10,000.00
11/26	11/24	REPUBLIC SERVICES TRASH	866-576-5548 AZ	24941661328083733698102	4900	6,715.03
11/26	11/24	REPUBLIC SERVICES TRASH	866-576-5548 AZ	24941661328083742418645	4900	8,213.05
11/26	11/25	COMCAST	800-COMCAST MD	24692161329100196585272	4899	114.32
11/26	11/25	COMCAST	800-COMCAST MD	24692161329100196585397	4899	149.95
11/26	11/25	VERIZONWRLSS*RTCCR	VB 800-922-0204 FL	24692161329100267652852	4814	1,246.19
11/26	11/25	VERIZON*ONETIMEPAYMENT	800-VERIZON FL	24692161329100334428690	4814	180.01
11/26	11/25	VERIZON*ONETIMEPAYMENT	800-VERIZON FL	24692161329100334428724	4814	383.39
<b>PETTI, ROMAN</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>89.46</b>
11/09	11/05	TRACTOR-SUPPLY-CO #0807	WINCHESTER VA	24137461313001432135028	5599	89.46
<b>SHEETZ, CULLEN</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>87.86</b>
11/04	11/03	BERRYVILLE FARM AND PET	SBERRYVILLE VA	24761471307027010315682	5995	47.70
11/08	11/05	BERRYVILLE TRUE VALUE	BERRYVILLE VA	24801971310091408000021	5251	29.38
11/22	11/19	BERRYVILLE TRUE VALUE	BERRYVILLE VA	24801971324091406000078	5251	10.77
<b>STOVER, KEITH</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>448.48</b>
11/09	11/08	LOWES #02724*	WINCHESTER VA	24692161312100920829334	5200	198.40
11/17	11/16	LOWES #00656*	WINCHESTER VA	24692161320100137018980	5200	238.33
11/24	11/23	BERRYVILLE TRUE VALUE	BERRYVILLE VA	24801971328091404000025	5251	11.75
<b>TYRRELL, DAVE</b>						<b>Total Activity</b>
Account Number: [REDACTED]						<b>22,079.24</b>
11/02	11/01	IN *JOINER LABS, LLC	540-3477212 VA	24692161305100508434308	8734	220.00
11/02	11/01	IN *JOINER LABS, LLC	540-3477212 VA	24692161305100508434316	8734	220.00
11/04	11/03	IN *JOINER LABS, LLC	540-3477212 VA	24692161307100137789641	8734	225.00
11/05	11/04	IN *JOINER LABS, LLC	540-3477212 VA	24692161308100904642865	8734	170.00
11/08	11/05	NOR*NORTHERN TOOL	800-222-5381 MN	24692161309100673636204	5251	395.67
11/09	11/08	IN *JOINER LABS, LLC	540-3477212 VA	24692161312100014515021	8734	220.00
11/09	11/08	RIDDLEBERGER BROTHERS	540-434-1731 VA	24915071313207414600039	1711	191.18
11/09	11/08	RIDDLEBERGER BROTHERS	540-434-1731 VA	24915071313207414600047	1711	2,485.55
11/10	11/09	USA BLUE BOOK	800-548-1234 IL	24940451313636000058561	5085	250.00
11/10	11/09	USA BLUE BOOK	800-548-1234 IL	24940451313636000058928	5085	5,336.58
11/15	11/12	USA BLUE BOOK	800-548-1234 IL	24940451316636000055994	5085	842.00
11/16	11/15	REPUBLIC SERVICES TRASH	866-576-5548 AZ	24941661319083738587448	4900	3,357.62
11/16	11/15	CORE & MAIN - WV004	304-263-6986 WV	24445001319300511910771	5074	1,669.89
11/17	11/16	USA BLUE BOOK	800-548-1234 IL	24940451320636000058075	5085	2,024.33
11/18	11/17	USA BLUE BOOK	800-548-1234 IL	24940451321636000060500	5085	853.95
11/19	11/18	COYNE CHEMICAL	215-785-3000 PA	24137461322300680019622	5169	1,356.30
11/22	11/19	IN *JOINER LABS, LLC	540-3477212 VA	24692161323100710739260	8734	220.00
11/22	11/19	IN *JOINER LABS, LLC	540-3477212 VA	24692161323100710739278	8734	145.00
11/22	11/19	IN *JOINER LABS, LLC	540-3477212 VA	24692161323100710739286	8734	220.00
11/24	11/23	IN *JOINER LABS, LLC	540-3477212 VA	24692161327100063303447	8734	85.00

**BERRYVILLE TOWN OF**  
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<b>Transactions</b>						
Posting Transaction						
Date	Date	Description	Reference Number	MCC	Charge	Credit
11/24	11/23	IN *JOINER LABS, LLC 540-3477212 VA	24692161327100063303454	8734	85.00	
11/28	11/24	AMZN MKTP US*OO4LA1HE3 AMAMZN.COM/BILLWA	24431061328083708484583	5942	59.89	
11/29	11/28	AMZN Mktp US*2D1LK5313 Amzn.com/billWA	24692161332100158812172	5942	4.99	
11/29	11/28	AMZN MKTP US*UN6241UA3 AMAMZN.COM/BILLWA	24431061333083331251160	5942	380.44	
11/30	11/29	CONTROL EQUIPMENT COMPANY 540-4440386 VA	24000971333559904305161	5074	909.01	
11/30	11/29	USA BLUE BOOK 800-548-1234 IL	24940451333636000062999	5085	151.84	
<b>WHITE NEAL</b>						<b>Total Activity</b>
Account Number						<b>6,739.28</b>
11/01	10/29	JAMAR TECHNOLOGIES INC 215-3612244 PA	24512391302900013600028	5046	1,330.20	
11/01	10/29	BKT UNIFORMS INC ROANOKE VA	24013391302003053227176	5137	322.10	
11/01	10/29	MES/WARREN FIRE/LAWMEN 203-364-0620 CT	24055221302083313909878	5099	3,919.66	
11/01	10/29	BERRYVILLE AUTO PARTS INC 800-4498012 VA	24767891304433600122031	5533	72.83	
11/04	11/03	USPS PO 5107560300 BERRYVILLE VA	24137461308001455022902	9402	11.90	
11/08	11/05	GALLS 859-266-7227 KY	24435651309782966561049	5137	161.04	
11/08	11/05	INNOVATIVE ACCESS TECHNOL 540-5485625 VA	24037621309900018300011	4812	145.00	
11/08	11/07	AMZN Mktp US*N66GT63R3 Amzn.com/billWA	24692161311100843887741	5942	237.00	
11/08	11/05	BERRYVILLE AUTO PARTS INC 800-4498012 VA	24767891311462800131618	5533	170.66	
11/08	11/07	AMZN MKTP US*SD6WK5W53 AMAMZN.COM/BILLWA	24431061311083345983341	5942	69.86	
11/26	11/24	ADOBE *800-833-6687 ADOBE.LY/ENUSCA	24692161328100438536571	5734	179.88	
11/30	11/29	VISTA PR *VistaPrint.com 866-8938743 MA	24692161333100817769127	2741	119.06	

<b>Finance Charge Calculation</b>			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	0.00%	\$0.00	\$0.00
CASH	0.00%	\$0.00	\$0.00

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

## Cash Balance Report

Period Ending 11/30/2021

Town of Berryville  
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<b>Bank 1</b>	<b>Bank of Clarke Operating Acct#- 1138499</b>		
	Account		Balance
	100-1140000-0000 B/C OPR		-\$783.60
	501-1140000-0000 B/C OPR		\$5,341.87
	502-1140000-0000 B/C OPR		-\$9,955.74
		<b>Bank 1</b>	<b>Total:</b>
			<b>-\$5,397.47</b>
<b>Bank 2</b>	<b>Bank of Clarke NOW Acct#- 1138502</b>		
	Account		Balance
	100-1149000-0000 B/C NOW		\$5,227,301.46
	501-1149000-0000 B/C NOW		\$1,516,757.25
	502-1149000-0000 B/C NOW		\$5,017,988.97
		<b>Bank 2</b>	<b>Total:</b>
			<b>\$11,762,047.68</b>
<b>Bank 3</b>	<b>Bank of Clarke Payroll Acct#- 1139510</b>		
	Account		Balance
	100-1121000-0000 CASH/ BC PAYROLL		\$53,689.24
	501-1121000-0000 CASH/BC PAYROLL		\$5,865.20
	502-1121000-0000 CASH/BC PAYROLL		\$4,700.71
		<b>Bank 3</b>	<b>Total:</b>
			<b>\$64,255.15</b>
<b>Bank 4</b>	<b>Bank of Clarke CIP Acct#- 1138405</b>		
	Account		Balance
	100-1123000-0000 BC/CIP CD		\$948,580.51
	501-1123000-0000 BC/CIP		\$2,427,957.95
	502-1123000-0000 BC/CIP		\$3,527,130.75
		<b>Bank 4</b>	<b>Total:</b>
			<b>\$6,903,669.21</b>
<b>Bank 5</b>	<b>Bank of Clarke SW Acct#- 1138413</b>		
	Account		Balance
	100-1128000-0000 BC/SWMGT CD		\$464,592.33
		<b>Bank 5</b>	<b>Total:</b>
			<b>\$464,592.33</b>
<b>Bank 6</b>	<b>Bank of Clarke PDAF Acct#- 1138421</b>		
	Account		Balance
	100-1131000-0000 PD ASSET FORFEITURE		\$30,247.88
		<b>Bank 6</b>	<b>Total:</b>
			<b>\$30,247.88</b>
<b>Bank 7</b>	<b>Bank of Clarke DSR Acct#- 1138456</b>		
	Account		Balance
	100-1124000-0000 BC/RDA DEBT SER RES		\$111,341.19
		<b>Bank 7</b>	<b>Total:</b>
			<b>\$111,341.19</b>
<b>Bank 8</b>	<b>Bank of Clarke PPTRA Acct#- 1138464</b>		
	Account		Balance

## Cash Balance Report

Period Ending 11/30/2021

Town of Berryville  
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	100-1125000-0000 BC/PPTRA RES	\$403,732.22
	501-1125000-0000 BC/PPTRA RESERVE	\$0.00
	502-1125000-0000 BC/PPTRA RESERVE	\$0.00
	Bank 8	Total:
		\$403,732.22
Bank 9	Bank of Clarke RAU Acct#- 1138472	
	Account	Balance
	100-1145000-0000 BCC Rau Account	\$944.38
	Bank 9	Total:
		\$944.38
Bank 10	Bank of Clarke VRA Reserve Acct#- 6041647	
	Account	Balance
	502-1155000-0000 BC/VRA Reserve Account	\$470,002.00
	Bank 10	Total:
		\$470,002.00
Bank 11	Bank of Clarke Proffer Reserve Acct#- 1897098	
	Account	Balance
	100-1126000-0000 Cash BC/Proffers Reserve	\$90,479.71
	501-1126000-0000 CASH/BC Proffers Reserve	\$0.00
	502-1126000-0000 CASH/BC Proffers Reserve	\$0.00
	Bank 11	Total:
		\$90,479.71
Bank 12	Bank of Clarke Performance Bonds Acct#- 1910841	
	Account	Balance
	100-1135000-0000 B/C PERFORMANCE BONDS	\$11,281.80
	Bank 12	Total:
		\$11,281.80
Bank 13	BB&T Acct#- 5137523525	
	Account	Balance
	100-1130000-0000 CASH/BB&T MM+	\$68,521.41
	501-1130000-0000 CASH/BB&T MM+	\$0.00
	502-1130000-0000 CASH/BB&T MM+	\$0.00
	Bank 13	Total:
		\$68,521.41
Bank 14	Bank of Clarke PD Contributions Acct#- 5759859	
	Account	Balance
	100-1133000-0000 PD Contributions	\$2,808.02
	Bank 14	Total:
		\$2,808.02
Bank 15	Bank of Clarke PSN Refund/Pmt. Acct. Acct#- 6079334	
	Account	Balance
	100-1146000-0000 BC PSN Refund Acct	\$0.00
	Bank 15	Total:
		\$0.00
Bank 16	Bank of Clarke PSN Dep. Acct Acct#- 6079326	
	Account	Balance

Cash Balance Report  
Period Ending 11/30/2021

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

Total Cash Balance:	\$20,378,525.51
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December 14, 2021  
Monthly Update

American Rescue Plan Act of 2021

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Monthly Update

The Project Status Reports that the Town Council requested are attached. Staff will continue to polish and expand these reports over the next month.

It is important to note that no budget figure has been developed for the Battletown/Bel Voi project. This budget estimate will be provided in next month's report. Once that estimate is in place, staff will provide a cover sheet for the Project Status Reports that shows the total of budget estimates for projects in process and the ARPA funds that are unencumbered.

Staff is beginning review of additional ARAP projects to be placed in the que. The list of additional projects will be provided to the Town Council for review and comment by mid-March.

Funds expended over the past month

The November 2021 expenditure report is attached.

Attachments:

- November 2021 ARPA Expenditure Report
- Project Status Reports

Nov-21

Water and sewer bill accounts

Estimated cost of these actions:

	<u>BUDGETED</u>	<u>USED THIS MONTH</u>	<u>TOTAL USED</u>	<u>BALANCE</u>	<u>PERCENT USED</u>
- Payment of delinquent accounts	\$ 10,000.00	\$ -	\$ 4,069.34	\$ 5,930.66	41%
- Water and sewer account credits	\$ 169,100.00	\$ 35,170.40	\$ 99,657.40	\$ 69,442.60	59%
- Total			\$ 103,726.74		
Funds used from first payment					\$ 75,373.26

Signage

Estimated cost of these actions

- Signage	\$ 140,000.00	\$ -	\$ -	\$ 140,000.00	0%
- Total			\$ -		\$ 140,000.00

Funds used from first payment

Funds used from second payment

	\$ 60,000.00
	\$ 80,000.00

Improvements in Central Business District

Estimated cost of these actions

- Facades, signs, accessibility	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	0%
- Total			\$ -		\$ 250,000.00

Funds used from first payment

Funds used from second payment

	\$ 125,000.00
	\$ 125,000.00

Non-Profits

Estimated cost of these actions

- John H Enders FD	\$ 80,000.00	\$ -	\$ -	\$ 80,000.00	0%	\$ 80,000.00
- Barns Of Rose Hill	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	0%	\$ 40,000.00
- Housing assistance	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00	0%	\$ 120,000.00
- Total		\$ -	\$ -			\$ 240,000.00

Funds used from first payment  
Funds used from second payment

\$ 160,000.00
\$ 80,000.00

Purchase of equipment and supplies

Estimated cost of these actions

- Purchase of equipment, etc	\$ 25,000.00	\$ 2,437.90	\$ 2,437.90	\$ 22,562.10	10%	\$ 25,000.00
- Total		\$ 2,437.90	\$ 2,437.90			\$ 25,000.00

Funds used from first payment

\$ 22,562.10
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Improve Communications

Estimated cost of these actions

- Website	\$ 8,000.00	\$ -	\$ 5,845.29	\$ 2,154.71	73%	\$ 8,000.00
- Radios	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	0%	\$ 60,000.00
- Other imp.	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	0%	\$ 60,000.00
- Total		\$ 5,845.29	\$ 5,845.29			\$ 128,000.00

Funds used from first payment

\$ 122,154.71
---------------

Premium Pay

Estimated cost of these actions

- Provide premium pay	\$ 172,000.00	\$ 174,323.86	\$ -	\$ (2,323.86)	101%	\$ 172,000.00
- Total		\$ 174,323.86	\$ 174,323.86			\$ 172,000.00

Funds used from first payment

\$ (2,323.86)
---------------

Complete necessary water and sewer infrastructure projects

Estimated cost of these actions  
 - Cost of the projects \$ 3,077,986.00 \$ 34,037.06 \$ 209,355.21 \$ 2,834,593.73 7.91% \$ 3,077,986.00  
 - Total \$ 243,392.27 \$ 3,077,986.00

Funds used from first payment \$ 1,035,000.73  
 Funds used from second payment \$ 1,792,493.00

Pay for administrative costs

Estimated cost of these actions  
 - Administrative costs per FY (5.5) 13% \$ 60,000.00 \$ 3,007.62 \$ 5,071.27 \$ 51,921.11  
 - Total \$ 8,078.89 \$ 330,000.00

Funds used from first payment \$ 131,921.11  
 Funds used from second payment \$ 198,078.89

NOTES:

Administrative Costs: 1235.12  
Legal 1772.5

INFRASTRUCTURE COSTS:

Pennoni(Osborne, N Church, Bundy 10,957.50  
 PW Air Compressor 11,814.93  
 Broy& Sons for Booster Bidg 3,982.10  
 Hydrant Meter 853.95  
 USA Bluebook 6,428.58

# Project Status Report

1

Date: 12/14/2021

**Project Name:**

Laptop computers for Utilities Clerk and Public Works Foreman

**Project Budget:** \$2437.90

**Expected Completion Date:** October

**Executive Summary:**

Provide updated Laptops to the utilities clerk and to the foreman at Public Works. To use the old laptop from the utilities clerk for the ARPA office upstairs after it is cleaned up, approximately 2 weeks after VIRASEC takes it to clean it up.

**Project Goals:**

1. To provide updated laptops with larger hard drive.
2. To provide updated programs for more efficient work processes.

**Project Status:**

Status Item	Status	Summary
On Budget	Completed	Total Spend: \$2437.90
Schedule/Timeline	Completed	100% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Received Quote and authorized purchase	100%	Completed
2. Laptops received by VIRASEC and scheduled time to come to office	100%	Completed
3. VIRASEC completed set up of both new laptops and took Jodi's old laptop	100%	Completed
4. VIRASEC returned the old laptop to be used in ARPA war room	100%	Completed
	0%	Not Started
	0%	Not Started

**Project Issues or Concerns:**

# Project Status Report

2

Date: 12/14/2021

**Project Name:**

Police Radio Replacement

Project Budget: \$60,000.00

Expected Completion Date: April 2022

**Executive Summary:**

Upgrade both mobile and portable radios used by Berryville Police Department.

**Project Goals:**

1. Improve officer safety and service to community.

**Project Status:**

Status Item	Status	Summary
Budget	Not Started	Total Spend: \$0
Schedule/Timeline	Not Started	% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Receive some portable and mobile radios	25%	On Track
2. Install mobile radios	0%	Not Started
3. Deploy portable radios	0%	Not Started

**Project Issues or Concerns:**

# Project Status Report

3

Date: 12/14/2021

Project Name:

Compressor

Project Budget: \$25,000.00

Expected Completion Date: December 2021

### Executive Summary:

Purchased Tow-behind compressor to be used by PW and transferred PW compressor to Utilities Department. Permits PW to complete utility work more efficiently. Permits PU to more efficiently clean screens at river intake.

### Project Goals:

1. Improve utility repair capability.
2. Improve river pump screen cleaning operations.

### Project Status:

Status Item	Status	Summary
Budget	On Track	Total Spend: \$23,629.85
Schedule/Timeline	On Track	% Complete: 90

### Project Milestones:

Description	% Complete	Status
1. Compressor purchased	100%	Completed
2. Purchase hoses	0%	On Track
3. Transfer compressor to PU	100%	Completed
	0	Not Started
	0	Not Started
	0	Not Started

### Project Issues or Concerns:

# Project Status Report

4

Date: 12/14/2021

Project Name:

Water Distribution System Flushing Equipment

Project Budget: \$7,500.00

Expected Completion Date: December 2021

Executive Summary:

Purchase Flow Meter and two auto flushers that will be installed on fire hydrants.

Project Goals:

1. Improve water quality.
2. Reduce personnel costs.

Project Status:

Status Item	Status	Summary
Budget	Completed	Total Spend: \$7,282.53
Schedule/Timeline	Completed	% Complete: 100

Project Milestones:

Description	% Complete	Status
1. Purchase flow meter and two locks	100%	Completed
2. Purchase two automatic flushers	100%	Completed
	0	Not Started

Project Issues or Concerns:

# Project Status Report

5

Date: 12/14/2021

**Project Name:**

Water Meter Reading Equipment

Project Budget: \$20,000.00

Expected Completion Date: June 2022

**Executive Summary:**

To purchase new Toughbook computer and meter reading device.

**Project Goals:**

1. Reduce meter reading costs.
2. Improve customer service.

**Project Status:**

Status Item	Status	Summary
Budget	Not Started	Total Spend: \$0
Schedule/Timeline	Not Started	% Complete: 0

**Project Milestones:**

Description	% Complete	Status
1. Order laptop	0%	Not Started
2. Order meter reading device	0%	Not Started
3. Deploy laptop and meter reading device	0%	Not Started
	0	Not Started
	0	Not Started
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

6

Date: 12/14/2021

**Project Name:**

Grant for Improper Connections to Sewer System

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

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

**Executive Summary:**

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

**Project Goals:**

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

**Project Status:**

Status Item	Status	Summary
Budget 20,000	On Track	Total Spend: \$0
Schedule/Timeline	On Track	25% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Provided Initial Information to homeowners to complete paperwork & schedule inspection	100%	Completed
2. Town Rep and owner to meet at property to examine connection to the building/sewer.	0%	On Track
3. Town will make a determination as to whether work qualifies for reimbursement	0%	On Track
4. Reimbursement requests incomplete, owner given another opportunity to submit	0%	Not Started
5. Reimbursement requests complete, Town to provide reimbursement check within 30 days of the request approval	0%	Not Started
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

7

Date: 12/14/2021

**Project Name:**

Payment of water and sewer administrative fees and delinquent accounts

**Project Budget:** \$179,100.00

**Expected Completion Date:** February 2022

**Executive Summary:**

To pay balance on delinquent W/S accts that were 60 days or more in arrears as of June 22, 2021.

To credit each W/S acct the administrative fees for 6 months .

**Project Goals:**

1. To relieve some financial difficulties that utility customers may have experienced during the Covid-19 pandemic.
2. To mitigate some of the negative effects of the COVID-19 pandemic has had on utility customers.

**Project Status:**

Status Item	Status	Summary
Budget	On Track	Total Spend: \$68,556.34
Schedule/Timeline	On Track	57% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Delinquent accounts over 60 days as of June 22, 2021 paid	100%	Completed
2. W/S admin fees paid for 6 months	66%	On Track
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

8

Date: July 30, 2021

Project Name:  
Premium Pay for Employees

Project Budget: \$172,000.00  
Expected Completion Date: August 2, 2021

### Executive Summary:

TC approved to pay each employee that were FT regular employees or introductory employees during the subject period of time, be in the employ of the Town as of August 1, 2021, have worked (excluding remote work) at least 14 days in a month for which leave is paid, and have not received other hazard pay for the same period of time.

### Project Goals:

1. Recognize employees for their service during the Covid-19 pandemic.

### Project Status:

Status Item	Status	Summary
Budget	Completed	Total Spend: \$174323.86 over budget by (2323.86)
Schedule/Timeline	Completed	100% Complete:

### Project Milestones:

Description	% Complete	Status
1. Completed and paid on 8/2/2021 as scheduled	100%	Completed
	0	Not Started

### Project Issues or Concerns:

1. Over budget by \$2,323.86

# Project Status Report

9

Date: 12/14/2021

**Project Name:**

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

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

**Expected Completion Date:** November 2022

**Executive Summary:**

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

**Project Goals:**

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

**Project Status:**

Status Item	Status	Summary
Budget	On Track	Total Spend: \$0
Schedule/Timeline	On Track	% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Grant agreement provided to John H. Enders	100%	Completed
2. Execute agreement	100%	Completed
3. Disperse funds	0%	Not Started
4. Track use of funds	0%	Not Started
	0	Not Started
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

10

Date: 12/14/2021

**Project Name:**

Grant to Barns of Rose Hill (2022)

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

**Expected Completion Date:** November 2022

**Executive Summary:**

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

**Project Goals:**

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

**Project Status:**

Status Item	Status	Summary
Budget	On Track	Total Spend: \$0
Schedule/Timeline	On Track	% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Grant agreement provided to Barns of Rose Hill	100%	Completed
2. Execute agreement	0%	Not Started
3. Disperse funds	0%	Not Started
4. Track use of funds	0%	Not Started
	0	Not Started
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

Date: 12/14/2021

**Project Name:**  
Grant for Façade, Sign, and Accessibility Improvements

**Project Budget:** \$250,000.00  
**Expected Completion Date:** June 2025

**Executive Summary:**  
Assist downtown business district recover from Covid-19 pandemic.

**Project Goals:**  
1. Improve facades, signage and accessibility at downtown businesses.

**Project Status:**

Status Item	Status	Summary
Budget	Not Started	Total Spend: \$0
Schedule/Timeline	Not Started	% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Issue grant agreements	0%	Not Started
2. Review applications	0%	Not Started
3. Award grants	0%	Not Started
4. Review work	0%	Not Started
5. Reimburse owners for qualifying work	0%	Not Started
	0%	Not Started

**Project Issues or Concerns:**

# Project Status Report

12

Date: 12/14/2021

Project Name:  
Website Upgrade

Project Budget: \$8,000.00  
Expected Completion Date: April 2022

Executive Summary:  
Redesign Town website

### Project Goals:

1. Improve communication with citizens.

### Project Status:

Status Item	Status	Summary
Budget	On Track	Total Spend: \$5,845.29
Schedule/Timeline	On Track	% Complete: 75

### Project Milestones:

Description	% Complete	Status
1. Construct website design	75%	On Track
2. Review new website	0%	Not Started
3. Launch new website	0%	Not Started
	0	Not Started
	0	Not Started
	0	Not Started

### Project Issues or Concerns:

# Project Status Report

13

Date: 12/14/2021

**Project Name:**

Leak study on the water distribution system

**Project Budget:** \$9,000.00

**Expected Completion Date:** September 9,2021

**Executive Summary:**

Conduct a leak study on the entire water distribution system prior to confirming and scheduling water and or sewer improvements.

**Project Goals:**

1. To identify problems in water distribution system.
2. To provide information regarding infrastructure projects that need to be completed.
3. To use this information to prioritize projects.

**Project Status:**

Status Item	Status	Summary
Budget	Completed	Total Spend: \$8662.50
Schedule/Timeline	Completed	100% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Study authorized	100%	Completed
2. Study completed	100%	Completed
	0	Not Started

**Project Issues or Concerns:**

1. During the survey of the High- and Low-pressure zones of the distribution system, they located one main line leak and three hydrant leaks. No PVC mains were surveyed for leaks but all hydrants were surveyed. No leaks were detected. Also, Shenandoah Crossing and Fairfax St (newer developments for dedication) were surveyed for leaks.
2. All Identified leaks have been repaired.

# Project Status Report

14

Date: 12/14/2021

**Project Name:**

Sanitary System Evaluation Study (SSES)

Project Budget: \$30,000.00

Expected Completion Date: December 2022

**Executive Summary:**

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

**Project Goals:**

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

**Project Status:**

Status Item	Status	Summary
Budget	Not Started	Total Spend: \$0
Schedule/Timeline	Not Started	% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Request proposal from engineer	100%	Completed
2. Review proposal / authorize work	0%	Not Started
3. Assist engineer during project	0%	Not Started
4. Review study results	0%	Not Started
	0	Not Started
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

15

Date: 12/14/2021

**Project Name:**

River Pumping Station Upgrade

**Project Budget:** \$25,000.00

**Expected Completion Date:** 2022

**Executive Summary:**

Install new river pumps and motor. Purchase reserve river pump. Eliminate vulnerable disconnects.

**Project Goals:**

1. Improve reliability of river pumping station.
2. Place river pump in reserve because of excessive lead-time.
3. Eliminate disconnects that may be damaged during flood events.

**Project Status:**

Status Item	Status	Summary
Budget	Not Started	Total Spend: \$0
Schedule/Timeline	On Track	% Complete: 25

**Project Milestones:**

Description	% Complete	Status
1. Disconnects removed	100%	Completed
2. Motors and pumps ordered	100%	Completed
3. Upon receipt of pump and motor and shelve, install	0%	Not Started
	0	Not Started
	0	Not Started
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

16

Date: 12/14/2021

**Project Name:**

Water Meter and Setter Replacements (FY22)

**Project Budget:** \$165,000.00

**Expected Completion Date:** June 2022

**Executive Summary:**

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

**Project Goals:**

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

**Project Status:**

Status Item	Status	Summary
Budget	On Track	Total Spend: \$127,224.00
Schedule/Timeline	On Track	% Complete: 25

**Project Milestones:**

Description	% Complete	Status
1. Order meters, setters, valves, plus other supplies	100%	Completed
2. Install meters / setters	30%	Not Started
	0	Not Started

**Project Issues or Concerns:**

1. Multiyear project

# Project Status Report

17

Date: 12/14/2021

**Project Name:**

Hermitage Pump Station Improvement

**Project Budget:** \$26,000.00

**Expected Completion Date:** December 2022

**Executive Summary:**

Replace of two new vacuum assist pumps and replace valves.

**Project Goals:**

1. Upgrade Hermitage sewer pump station to improve reliability.

**Project Status:**

Status Item	Status	Summary
Budget	Not Started	Total Spend: \$0
Schedule/Timeline	On Track	% Complete: 25%

**Project Milestones:**

Description	% Complete	Status
1. Order pumps, plus related equipment	100%	Completed
2. Once received, install pumps and related equipment	0%	Not Started
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

18

Date: 12/14/2021

Project Name:  
Booster Building Upgrade

Project Budget: \$20,000.00  
Expected Completion Date: May 2022

Executive Summary:  
Install new valves, check valves and front room high service pumps.

Project Goals:  
1. Improve function of front room high service pumps to prepare for ground reservoir to be taken out of service for cleaning.

### Project Status:

Status Item	Status	Summary
Budget	On Track	Total Spend: \$10,777.70
Schedule/Timeline	Not Started	% Complete: 50

### Project Milestones:

Description	% Complete	Status
1. Valve Installation	100%	Completed
2. Check valve Installation	100%	Completed
3. Purchase 2 pumps	50%	On Track
4. Installation of pumps	0%	Not Started
	0	Not Started
	0	Not Started

### Project Issues or Concerns:

# Project Status Report

19

Date: 12/14/2021

**Project Name:**

WWTP Headworks Lighting Upgrade

**Project Budget:** \$5,000.00

**Expected Completion Date:** November 2021

**Executive Summary:**

Improve lighting in WWTP headworks building.

**Project Goals:**

1. Improve safety in WWTP headworks building.

**Project Status:**

Status Item	Status	Summary
Budget	Completed	Total Spend: \$4764.00
Schedule/Timeline	Completed	% Complete: 100

**Project Milestones:**

Description	% Complete	Status
1. Purchase equipment and materials	100%	Completed
2. Have electrician install new lights	100%	Completed
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

20

Date: 12/14/2021

**Project Name:**

Ridge Road Water Main Project

**Project Budget:** \$30,000.00

**Expected Completion Date:** March 2022

**Executive Summary:**

Install 8-inch water main to intersection of Ridge and Rockcroft.

**Project Goals:**

1. Improve fire flow.
2. Eliminate two water main dead ends.

**Project Status:**

Status Item	Status	Summary
Budget	On Track	Total Spend: \$12,459.81
Schedule/Timeline	On Track	% Complete: 25

**Project Milestones:**

Description	% Complete	Status
1. Obtain easements	100%	Completed
2. Order materials	100%	Completed
3. Complete Project -- Town Crew	0%	Not Started
	0	Not Started
	0	Not Started
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

21

Date: 12/14/2021

**Project Name:**

Osborne water main replacement and sewer main construction

**Project Budget:** \$85,000.00

**Expected Completion Date:** December 2022

**Executive Summary:**

Replace 2-inch water line and water laterals. Install sewer main and sewer laterals.

**Project Goals:**

1. Improve water service on street.
2. Provide public sewer on street.

**Project Status:**

Status Item	Status	Summary
Budget	On Track	Total Spend: \$1,591.25
Schedule/Timeline	On Track	% Complete: 15

**Project Milestones:**

Description	% Complete	Status
1. Construction plans	95%	On Track
2. Easements	50%	Not Started
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

22

Date: 12/14/2021

Project Name:  
North Church/Bundy water

Project Budget: \$500,000.00  
Expected Completion Date: December 2022

### Executive Summary:

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

### Project Goals:

1. Improve water distribution system.
2. Improve fire flow.

### Project Status:

Status Item	Status	Summary
Budget	On Track	Total Spend: \$3,561.25
Schedule/Timeline	Not Started	% Complete:

### Project Milestones:

Description	% Complete	Status
1. Construction plans	95%	On Track
	0	Not Started

### Project Issues or Concerns:

# Project Status Report

23

Date: 12/14/2021

**Project Name:**

Rockcroft subdivision water project

**Project Budget:** \$10,000.00

**Expected Completion Date:** February 2022

**Executive Summary:**

Eliminate small water main connections in back yards.

**Project Goals:**

1. Eliminate sources of potential water leaks.

**Project Status:**

Status Item	Status	Summary
Budget	Not Started	Total Spend: \$0
Schedule/Timeline	Not Started	% Complete: 0%

**Project Milestones:**

Description	% Complete	Status
1. Eliminate connections	0%	Not Started
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

24

Date: 12/14/2021

**Project Name:**

Josephine Street water and sewer

**Project Budget:** \$300,000.00

**Expected Completion Date:** December 2022

**Executive Summary:**

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

**Project Goals:**

1. Improve water distribution system.
2. Improve fire flow.
3. Pave street after utility work is complete.

**Project Status:**

Status Item	Status	Summary
Budget	On Track	Total Spend: \$5,805.00
Schedule/Timeline	Not Started	% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Construction plans	95%	On Track
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

25

Date: 12/14/2021

**Project Name:**

Security Upgrades at WTP WWTP and PW Facility

**Project Budget:** \$50,000.00

**Expected Completion Date:** 2022

**Executive Summary:**

To provide updated security for the WTP, WWTP and PW facilities.

**Project Goals:**

1. To install security cameras at WTP, WWTP and PW facilities.
2. Improve access gates at WTP and WWTP .

**Project Status:**

Status Item	Status	Summary
Budget	Not Started	Total Spend: \$0
Schedule/Timeline	Not Started	% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Develop camera RFP	100%	Completed
2. Issue RFP/ choose contractor	0%	Not Started
3. Review specific proposals/ projects	0%	Not Started
4. Authorize work	0%	Not Started
5. Install new gates at WTP/ WWTP	0%	Not Started
	0	Not Started

**Project Issues or Concerns:**

# Project Status Report

26

Date: 12/14/2021

**Project Name:**

Virginia Avenue Drainage Improvements/ Dorsey Street Drainage Improvement/Replacement of Drainage structures of West Main and Lincoln

**Project Budget:** \$160,000.00

**Expected Completion Date:** December 2022

**Executive Summary:**

Address Virginia Avenue drainage issues by directing water in to Town Run. Addition of curb and gutter. Install hammerhead at southern terminus. Repave street.

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

Replace undersized stormwater piping at intersection of West Main and Lincoln.

**Project Goals:**

1. Improve stormwater management.

**Project Status:**

Status Item	Status	Summary
Budget	Not Started	Total Spend: \$0
Schedule/Timeline	Not Started	% Complete: 10

**Project Milestones:**

Description	% Complete	Status
1. Construction plans	50%	On Track
2. Develop IFB	25%	On Track
3. Issue offering/ review offering	0%	Not Started
4. Select contractor	0%	Not Started
5. Complete project	0%	Not Started
	0	Not Started

**Project Issues or Concerns:**

1. Must obtain easement for hammerhead on Virginia Ave.

# Project Status Report

27

Date: 12/14/2021

**Project Name:**

Bel Voi Drive and Battletown Dr Water Main Replacement

**Project Budget: \$**

Expected Completion Date: December2023

**Executive Summary:**

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

**Project Goals:**

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

**Project Status:**

Status Item	Status	Summary
Budget	Not Started	Total Spend: \$0
Schedule/Timeline	On Track	% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Construction Plans	20%	On Track
	0%	Not Started

**Project Issues or Concerns:**

# Project Status Report

28

Date: 12/14/2021

**Project Name:**

Walnut/Dorsey/Treadwell Streets Drainage Improvement

**Project Budget:** \$210,000.00

**Expected Completion Date:** December 2023

**Executive Summary:**

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

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

**Project Goals:**

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

**Project Status:**

Status Item	Status	Summary
Budget	Not Started	Total Spend: \$0
Schedule/Timeline	Not Started	% Complete:

**Project Milestones:**

Description	% Complete	Status
1. Conceptual plans	100%	Completed
2. Develop construction plans	0%	Not Started
3. Develop IFB/ acquire easements	0%	Not Started
4. Issue offering/ review offering	0%	Not Started
5. Select contractor	0%	Not Started
6. Complete project	0%	Not Started

**Project Issues or Concerns:**

# Project Status Report

Date: 12/14/2021

Project Name:  
Wayfinding Signs

Project Budget: \$140,000.00  
Expected Completion Date: December 2023

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

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

### Project Status:

Status Item	Status	Summary
On Budget	Completed	Total Spend: \$0
Schedule/Timeline	Completed	100% Complete:

### Project Milestones:

Description	% Complete	Status
1. Design	0%	Completed
2. Determine Sign locations	0%	Completed
3. Secure VDOT approvals	0%	Completed
4. Develop offering for design and construction/award/have signs fabricated	0%	Completed
5. Secure contractor to install signs	0%	Not Started
6. Have signs installed	0%	Not Started

### Project Issues or Concerns: