Berryville Town Council

MEETING AGENDA

Berryville-Clarke County Government Center
101 Chalmers Court, Second Floor
Main Meeting Room
Regular Session

October 8, 2024

7:00 PM

Item Page

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Presentations/Awards and Recognitions**
5. **Public Hearings- Special Use Permit, 22 Jack Enders Boulevard, home occupation**

   Megan and Joshua Urban, Owners, are requesting a special use permit per Section 603.3(f) of the Berryville Zoning Ordinance in order to operate a home occupation (fitness classes) at the property located at 22 Jack Enders Boulevard, identified as Tax Map Parcel number 14A6-((4))-25, zoned DR-2 Detached Residential. *SUP 04-24*

6. **Discussion of Public Hearing Items**
7. **Citizens' Forum**
8. **Consent Agenda**

   Minutes of Town Council Meeting September 10, 2024
   Minutes of Combined Streets & Utilities and Community Development Committee September 24, 2024

9. **Unfinished Business**

   Confirmation of FY25 Budget Approval and Appropriation of Funds Approval

   Proposed Agreement between Shenandoah Cable Television LLC and Town of Berryville

10. **New Business**
11. **Council Member Reports**

    Mayor

Vice Mayor

Ward 1

Ward 2

Ward 3

Ward 4

12. Staff Reports

Public Works

Public Utilities

Police Department

Community Development

Administration and Finance

Cash Balance(s) Report

ARPA Update

Town Manager

13. Committee Updates

Budget and Finance

Community Development

Personnel, Appointments, and Policy

Public Safety

Streets and Utilities

14. Closed Session

15. Adjourn

Town Council Agenda Item Report Summary
October 8, 2024

Item Title
Public Hearing – Special Use Permit – Home Occupation

Prepared By
Jean Petti

Megan and Joshua Urban, Owners, are requesting a special use permit per Section 603.3(f) of the Berryville Zoning Ordinance in order to operate a home occupation (fitness classes) at the property located at 22 Jack Enders Boulevard, identified as Tax Map Parcel number 14A6-((4))-25, zoned DR-2 Detached Residential. SUP 04-24

Background/History/General Information

The applicants would like to offer private and small group fitness sessions, not exceeding four participants at a time, with a maximum daily number of 10, at their home located on Jack Enders Boulevard.

Adjacent Zoning

The adjacent property is zoned DR-2 Detached Residential and L-1 Industrial across the street (Berryville Graphics).

Parking

The property has four off-street parking spaces, two of which are identified for the property applicants. There is no on-street parking on Jack Enders Boulevard in front of the property.

Signage

A nameplate of up to two (2) square feet of signage is permitted for a home occupation per Section 315.5(a) of the Berryville Zoning Ordinance.

Hours of Operation

Proposed hours of operation are 6:00 a.m. until 7:00 p.m. seven days a week.

Home occupations are regulated under Section 315 of the Berryville Zoning Ordinance. A copy of this section is included in the packet.

Section 503 of the Berryville Zoning Ordinance regulates special use permits. The Council may impose any conditions deemed appropriate in the public interest to secure compliance with the

provisions of the ordinance. Once a special use permit is granted, the use shall not be enlarged, extended, increased in intensity or relocated unless authorized by the Council. The authorized activities shall be established within two (2) years of the date of approval with an extension of one (1) additional year with Council approval, or such special use permit shall expire without notice.

Findings/Current Activity

The Planning Commission held a public hearing on this matter at their September 24, 2024 meeting. One speaker in favor of the SUP addressed the commission.

The Planning Commission of the Town of Berryville recommends approval of Special Use Permit 04-24 in order to operate a home occupation (fitness classes) at the property located at 22 Jack Enders Boulevard with the following conditions:

- Hours of operation from 6:00 a.m. until 7:00 p.m. daily;
- A maximum of four (4) clients permitted on the property at one time; and
- A nameplate of up to two (2) square feet of signage is permitted for a home occupation per Section 315.5(a) of the Berryville Zoning Ordinance.

Public hearing notices were published in the Winchester Star on September 24 and October 1, 2024. Adjacent property owners were notified via first class mail on October 1, 2024.

Schedule/Deadlines

N/A

Other Considerations

N/A

Recommendation

Discuss at the meeting.

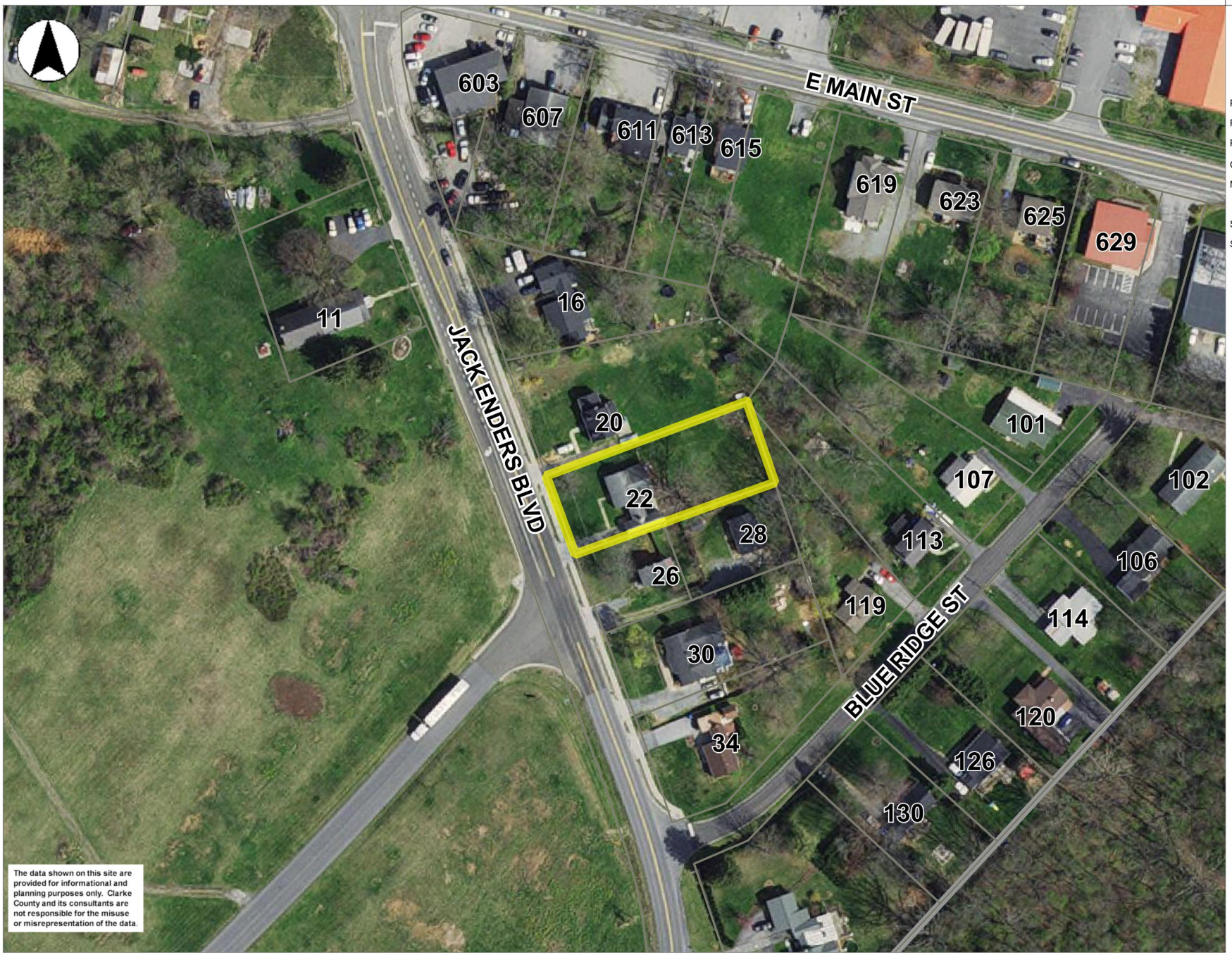
Sample Motion

I move that the Council of the Town of Berryville approve Special Use Permit 04-24 in order to operate a home occupation (fitness classes) at the property located at 22 Jack Enders Boulevard with the following conditions:

- Hours of operation from 6:00 a.m. until 7:00 p.m. daily;
- A maximum of four (4) clients permitted on the property at one time; and
- A nameplate of up to two (2) square feet of signage is permitted for a home occupation per Section 315.5(a) of the Berryville Zoning Ordinance..

Attachments:

- Public hearing notice
- Vicinity map
- Section 315 Home Occupations, Home Offices of the Berryville Zoning Ordinance



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Clarke County MapsOnline

BERRYVILLE TOWN COUNCIL
PUBLIC HEARING NOTICE

The Berryville Town Council will hold the following public hearing at 7:00 p.m., or as soon after as this matter may be heard, on **Tuesday, October 8, 2024**, in the Main Meeting Room, Second Floor, of the Berryville/Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the following:

Megan and Joshua Urban, Owners, are requesting a special use permit per Section 603.3(f) of the Berryville Zoning Ordinance in order to operate a home occupation (fitness classes) at the property located at 22 Jack Enders Boulevard, identified as Tax Map Parcel number 14A6-((4))-25, zoned DR-2 Detached Residential. SUP 04-24

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

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

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

(c) The Town Treasurer shall refuse to issue a business license to any person conducting a Home Occupation or Home Office that the Zoning Administrator certifies is in violation of this Article.

(d) No vested rights shall accrue to any person as to a Home Occupation or Home Office that begins as conforming to this Article and through growth or change becomes inconsistent with this Article and related provisions of this Section.

315.4 GENERAL RESTRICTIONS ON HOME OCCUPATIONS AND HOME OFFICES **(2/01)**

A use within a residential dwelling shall meet the following criteria in order to qualify as either a Home Occupation or Home Office:

(a) Such use shall be clearly incidental to a dwelling and if located within the dwelling, it must not occupy more than twenty-five (25) percent of the floor area of the principle structure.

(b) No Home Occupation conducted in any accessory building shall occupy more than four hundred (400) square feet, which area shall be included in the maximum square footage allowed in Section 315.4(a). If located within an accessory building, a landscaping plan must be submitted for review and approval by the Zoning Administrator. If a Special Use Permit is required, the landscaping plan will be reviewed by the Planning Commission.

(c) Such use shall be carried on by a resident or residents of the premises. No person not a resident on the premises may be employed, nor may there be sub-contracting of any work performed at the premises.

(d) No stock, commodity, equipment or process shall be used in the Home Occupation which creates noise, vibration, glare, fumes, odors, electromagnetic interference, or radio frequency interference detectable to the normal senses off the lot if the occupation is conducted in a detached single-family residence, or outside the dwelling unit if conducted in an attached residence.

(e) There shall be no exterior evidence that the building is being used for any purpose other than a dwelling.

(f) There shall be no motor vehicle regularly operated from the premises that carries advertising.

(g) All applicable licenses and permits shall be secured and other local, state, and federal requirements satisfied.

(h) A Town of Berryville business license shall be obtained in accordance with Chapter 9 of the Code of the Town of Berryville (if applicable).

(i) Home Occupation/Home Office permits shall be automatically renewed annually; however, permit shall be reviewed upon receipt of complaints.

315.5 HOME OCCUPATIONS **(12/92)**

In addition to those requirements listed in Section 315.4 above, a use within a residential dwelling shall meet the following criteria in order to qualify as a Home Occupation:

(a) There shall be no advertising sign displayed other than a nameplate not exceeding two (2) square feet in area on each face of said plate.

(b) No storage of explosive or hazardous material is permitted in quantities not normally found in a residence.
(c) Vehicular repair is specifically prohibited as a Home Occupation.

315.6 HOME OFFICE

In addition to the requirements listed in Section 315.4, a Home Office shall be a permitted use in a residential dwelling when fully meeting each of the following criteria:

(a) Customers shall not come to the premises in order to receive the service provided.
(b) There shall be no signs identifying or advertising the Home Office either attached to the dwelling or posted in the yard.
(c) There shall be no advertising of the street address.

SECIION 316 – PROVISIONS FOR CUL-DE-SAC LOTS

316 PROVISIONS FOR CUL-DE-SAC LOTS

The minimum width of any lot 15,000 square feet or greater in area that fronts on a cul-de-sac, as defined in Section IX of the Subdivision Ordinance, shall not be more than a twenty (20) percent reduction at the setback line as set forth in the appropriate zoning district regulations. **(9/98)**

SECTION 317 – KARST FEATURES (07/04)

317.1 Prior to the issuance of a Zoning Permit for principle structures or additions thereto on lots in subdivisions for which a Karst Plan has been prepared or lots of record on which karst features have been identified, a geotechnical study shall be conducted at the site of the principle structure or addition to determine the existence of karst features. If karst features are found, a remediation plan shall be prepared by a PE or PG in order to protect the health, safety, and welfare of the occupants of the structure. This remediation plan shall:

a. provide for mitigation of all karst features and sinkholes, except those identified as Critical Environmental Areas, in accordance with the Virginia Department of Transportation's Location and Design Division Instructional and Informational Memorandum 228 (IIM-LD-228) or other applicable mitigation standard as recommended by a PE or PG and approved by the Town's Engineer and the Town's Zoning Administrator, or
b. the applicant shall submit a report prepared by a PE or PG that identifies subsurface conditions within one-hundred (100) feet, or an appropriate distance as determined by the Town Zoning Administrator and Town's Engineer, of the discernable edge of any sinkhole or karst feature and establishes a minimum recommended setback for structures and a minimum recommended ground water protection buffer approved by the Town's Engineer and the Town's Zoning Administrator shall review and approve the report before issuance of said permit. (7/04)

Consent Agenda Report
08 October 2024

Item Title: Consent Agenda

Prepared By: Jean Petti

Findings/Current Activity: The consent agenda comprises two items to be considered for approval:

Minutes of Town Council Meeting September 10, 2024

Minutes of Combined Streets & Utilities and Community Development Committee September 24, 2024

Schedule/Deadlines: Timely approval of minutes is preferable, but no deadline for such approval exists.

Attachments

1. Minutes of Town Council Meeting September 10, 2024
2. Minutes of Combined Streets & Utilities and Community Development Committee September 24, 2024

Recommendation: Approval.

Sample Motion

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

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Regular Meeting
September 10, 2024
7:00 p.m.

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

Staff: Present--Keith Dalton, Town Manager; Miranda Dodson, Town Clerk; Christy Dunkle, Community Development Director; Sgt Tim Bristol, Berryville Police Department

Press: Mickey Powell, *The Winchester Star*

1. Call to Order

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

2. Pledge of Allegiance

Mayor Arnold requested attendees stand for the pledge of allegiance.

3. Approval of Agenda

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

4. Presentations, Awards, and Recognitions

There were no presentations, awards, or recognitions.

5. Public Hearings

Matthew and Deborah Renzi, Owners, are requesting a special use permit per Section 604.3(g) of the Berryville Zoning Ordinance in order to operate a home occupation (fitness classes) at the property located at 308 Breckinridge Court, identified as Tax Map Parcel number 14A7-((2))-64, zoned DR-4 Detached Residential. SUP 03-24

Ms. Dunkle discussed the special use permit request with the changes that Mr. and Ms. Renzi made to their original application. She also presented recommendations from the Planning Commission meeting that was held on August 27, 2024.

Mayor Arnold called on Adam Mank to speak.

Mr. Mank is a Berryville resident and a current client wanting to train at Mr. and Ms. Renzi's gym. Mr. Mank spoke in favor of the special use permit as this will allow him to train in a positive environment.

He also said that this training is an outlet for him and strongly encouraged Council to approve the special use permit.

Mayor Arnold thanked Mr. Mank for speaking and called on the next speaker Meke McDonald.

Mr. McDonald is a Berryville resident and spoke in favor of the special use permit for Mr. and Ms. Renzi. He briefly described the training that Mr. Renzi offers at his gym called Muay Thai. He then spoke on the benefits that the training offers as well as this being a stress release for him.

Mayor Arnold thanked Mr. McDonald for speaking and then called on the next speaker Matthew Renzi.

Mr. Renzi gave a brief background on how long he has been teaching Muay Thai and how it has made such an impact on his life. He also said that he wants to bring Muay Thai to Berryville and having this special use permit will allow him to do so. He informed Council that he took the feedback from the Planning Commission and has incorporated their recommendations in his application. Mr. Renzi thanked the Council for their time and expressed hope they would approve the special use permit.

6. Discussion of Public Hearing Items

Mr. Dalton discussed the changes he had made to the conditions set by the Planning Commission.

Council Member Steinmetz said that he agreed with the few changes that Mr. Dalton made to the recommendations from the Planning Commission.

Council Member Mazzarino questioned closure of the garage door and the impact on temperatures in the summer and winter. Mr. Renzi told Council that he has portable heaters and A/C units in the garage and that they are working to get it sound proofed.

Council Member Tibbens said that he agrees with the Planning Commission and Town Manager's conditions for the special use permit.

There was no further discussion from Council or Staff.

Council Member Steinmetz moved that the Council of the Town of Berryville approve Special Use Permit 03-24 in order to operate a home occupation (fitness classes) at the property located at 308 Breckinridge Court with the following conditions:

- No more than six (6) clients per session;

- All activities must take place within the structure with the garage door and windows closed;

- No noise from business-related activities may be detected off-site;

- Hours of operation from 9:00 a.m. to 12:00 p.m. on Mondays, Wednesdays, and Fridays from June through August; 6:00 p.m. until 8:00 p.m. on Mondays and

Wednesdays from September through May; and Tuesday and Thursday evenings from 6:30 p.m. until 8:00 p.m. and Saturdays from 10:00 a.m. until 12:00 noon throughout the year;
- Signage shall be limited to a nameplate no more than two square feet per Section 315.5(a) of the Berryville Zoning Ordinance;
- Special Use Permit 03-24 shall be revoked if the off-site parking agreement with Martin's is not maintained;
- On-street parking related to business activities at 308 Breckinridge Court is prohibited; and
- A maximum of two (2) clients parking on-site.

The motion passed by unanimous voice vote.

7. Citizens' Forum

Mayor Arnold called on Craig Mattice to speak.

Mr. Mattice asked Council to donate $1,000.00 to the Clarke County Shenandoah Area Agency on Aging. This is a Meals on Wheels program that helps people on fixed incomes receive a hot meal. Mr. Mattice explained that this branch helps residents in the town of Berryville and asked Council to consider adding this to the annual budget under Social Service.

Mayor Arnold thanked Mr. Mattice for speaking.

8. Consent Agenda

Mayor Arnold asked for a motion to approve the consent agenda.

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

9. Unfinished Business

There was no unfinished business.

10. New Business

There was no new business.

11. Council Member Reports

Mayor Arnold reported that The Big Flea by Berryville Main Street is this weekend. He also said that the Annual Cruise-In was a great success and that there was a ribbon cutting ceremony for a new business.

There were no other reports from Council Members.

12. Staff Reports

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

Finance

Mr. Dalton reported that there is a resolution for Delinquent Personal Property Taxes 2017 and 2018.

> **Vice Mayor Gibson moved that the Council of the Town of Berryville adopt the attached resolution to charge off delinquent personal property taxes for the tax years 2017 and 2018**.

Ms. Dodson then read the attached resolution.

Council Member Tibbens asked what happens when they are "charged off". Mr. Dalton answered that the records are removed from the Town's current record of accounts receivable.

Council then discussed that the list of the delinquent taxes are people that are deceased, moved out of the area, or only lived in the area for a short period of time. There was no further discussion.

> **The motion passed by unanimous voice vote.**

Community Development

Ms. Dunkle asked Council to set a public hearing for a special use permit for a home occupation at the property located at 22 Jack Enders Boulevard.

> **Council Member Mazzarino made the motion for the Council of the Town of Berryville set a public hearing for Tuesday, October 8, 2024 for a special use permit in order to operate a home occupation (fitness classes) at the property located at 22 Jack Enders Boulevard. The motion passed by unanimous voice vote.**

Town Manager

Mr. Dalton reported that Police Chief Neal White was up for reappointment for the Old Dominion Alcohol Safety Action Board for a 3-year term and the Old Dominion Community Criminal Justice Board for a 3-year term.

Mayor Arnold asked for the motions to reappoint Chief Neal White.

> **Council Member Mazzarino moved that the Council of the Town of Berryville reappoint Neal White, Chief of Berryville Police, to the Old Dominion Alcohol Safety Action Board for a 3-year term. The motion passed by unanimous voice vote.**

Council Member Tibbens moved that the Council of the Town of Berryville reappoint Neal While, Chief of Berryville Police, to the Old Dominion Community Criminal Justice Board for the a 3-year term. The motion passed by unanimous voice vote.

Mr. Dalton discussed how Trick or Treating is reflected in the Berryville Code.

Mayor Arnold asked for the motion to set the date and time for Trick or Treating.

Council Member Tibbens moved that the Council of the Town of Berryville, in accordance with §13-38 of the Berryville Code, designate October 31, 2024 between the hours of 6:00 p.m. and 8:30 p.m. as the period in which trick-or-treating may occur within the Berryville town limits. Residents who wish to participate in giving treats should turn on their porch lights during designated hours. Trick-or-treaters should only visit homes at which a porch light is activated. The motion passed by unanimous voice vote.

There were no further reports from staff.

13. Committee Updates

Budget and Finance

Vice Mayor Gibson said that the budget and finance committee will be meeting to get a budget calendar together for the other committees to send in their budget priorities by the end of October.

Vice Mayor Gibson asked Council Members about setting an October work session to discuss the water and sewer plant. She then asked Mr. Dalton if the town treasurer would have the report complete for review. Mr. Dalton to follow up with Town Treasurer that the report will be ready for review. Council agreed to keep the regularly scheduled work session for October 7, 2024 at 3:00 p.m.

Community Development

Council Member Tibbens said that the Community Development and Streets and Utilities Committee will have a joint meeting on Tuesday, September 24, 2024 at 3:30 p.m.

Personnel, Appointments, and Policy

Mayor Arnold said that the committee will be meeting soon and looking for citizens to join the Planning Commission and Tree Board.

Public Safety

Council Member Mazzarino said the committee has not met in a while and will work to meet on October 21st or 23rd to review budget items.

Streets and Utilities

No reports.

14. Closed Session

Mayor Arnold asked for a motion to enter closed session.

Vice Mayor Gibson moved that the Council of the Town of Berryville enter closed session in accordance with §2.2-3711-A-1 of the Code of Virginia for consideration of prospective candidates for employment. The motion passed by unanimous voice vote.

The Council entered closed session at 7:42 p.m.

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

Resolution

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

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

Motion passed by unanimous roll-call vote.

Open session resumed at 8:31 p.m.

15. Adjourn

The Council adjourned at 8:33 p.m. on a motion by Mr. Steinmetz. The motion passed by unanimous voice vote

_____ _____

Erecka L. Gibson, Vice Mayor Miranda Dodson, Town Clerk

BERRYVILLE TOWN COUNCIL STREETS AND UTILITIES & COMMUINTY DEVELOPMENT COMMITTEE
Berryville-Clarke County Government Center
MINUTES
September 24, 2024

A meeting of the Berryville Town Council Streets and Utilities & Community Development Committee was held on Tuesday, September 24, 2024 at 3:30 p.m. in the Berryville-Clarke County Government Center, located at 101 Chalmers Court in Berryville, Virginia.

Members of the committee present: Diane Harrison, Chair (Streets and Utilities); Ryan Tibbens, Chair (Community Development)

Staff present: Jean Petti, Deputy Town Manager; Miranda Dodson, Town Clerk

Press: None

1. Call to Order

Mr. Tibbens called the meeting to order at 3:30 p.m.

2. Approval of Agenda

The agenda was approved by consensus on a motion by Ms. Harrison.

3. Unfinished Business

Mr. Tibbens asked for an update for 23 E. Main Street, Restroom, Livery Stable, and the Bridge.

Mrs. Petti said that the Town has had small progress with the projects and updated that the bridge project is on track. Mrs. Petti confirmed the option 1 layout for the Livery Stable that was discussed at the July meeting. Both Mr. Tibbens and Ms. Harrison agreed that option 1 is the better choice for the project.

Ms. Harrison also discussed removing the bathroom/utility room and adding on-demand water heaters at each sink. She said removing that bathroom and water heater could be cost effective. Mr. Tibbens said that he just wants to make sure that the committee is being cost effective with the project and keeping it functional.

Mrs. Petti said that the Keith Dalton, Town Manager would like to meet with the engineers again to ensure the stabilization plan is still adequate and that she will collect additional HVAC bids

Mr. Tibbens asked for any discussion of the restroom.

Mrs. Petti asked the committee to confirm the single restroom plan and offered to order siding samples for the committee to review. Mr. Tibbens and Ms. Harrison agreed to look at the samples and that a single restroom plan is best for the area.

Mr. Tibbens asked for any discussion on sidewalks in the park.

Mrs. Petti read a recommendation from Keith Dalton, Town Manager, suggesting pavers and not concrete. This will be a larger upfront cost, but he believes it will provide aesthetic benefits while making sure it is still complaint with ADA. Ms. Harrison disagrees with pavers and is in favor of concrete sidewalk. She believes it serves seniors with walkers, families with strollers, and resists damage from flooding. She said she worries that the pavers will not withstand the elements such as freeze/thaw. Mr. Tibbens said that he is in favor of stamped concrete or pavers to maintain a consistent aesthetic. He said that, looking at the area, there is a lot of different brick and would like to see consistency.

Mrs. Petti will follow up with Town Manager to review the feedback from the committee.

Mr. Tibbens asked for discussion for the trees in the park.

Mrs. Petti suggested that the committee ask the Tree Board for input for replacing the trees. Ms. Harrison and Mr. Tibbens agreed. Mrs. Petti said she will follow up with Christy Dunkle to ask the Tree Board at their next meeting.

Mr. Tibbens asked for any discussion on Crow Street improvements.

Mrs. Petti updated that this is the first large public works project planned for 2025. The drought this past summer made it impossible to complete. The Town has been updated citizens as they call in to inquire. There was no further discussion.

Mr. Tibbens asked for any discussion on trains stopping on tracks.

Mrs. Petti said that that there has been no new response from the railroad regarding the trains stopping on the tracks. She asked if the committee would like Town staff to continue to try to get a response or answer. Mr. Tibbens and Ms. Harrison agreed that there was no need to continue unless there is another occurrence. Mr. Tibbens then said that, a few weeks ago, he was going past Josephine Street when he noticed that just the crossing bar was down, but there was no train. He was usure of how long they were down but did notice that cars started to go through the bars. There was no further discussion on the trains.

Mr. Tibbens asked for any discussion on weeds.

Mrs. Petti said it is before legal counsel prior drafting an ordinance. The goal is to have the ordinance in effect prior to the next growing season. There was no further discussion or unfinished business.

4. New Business

Mr. Tibbens asked for discussion for Battletown/ BelVoi water projects.

Mrs. Petti updated that plans are at the engineers for review. Ms. Harison asked if there was an update on the project. Were ARPA funds being used and if not, do we need to look at next years budget for funding. Mrs. Petti said that she believes the ARPA funding was moved to other projects but would inquire the status of funding for this project. A discussion on stormwater projects and there are no projects on the table at this time.

Mr. Tibbens asked for discussion of trash rates.

Ms. Harrison said that she read an updated from Frederick County that the tipping rates are increasing and voiced concern that it will affect the trash rate here in Berryville. Mr. Tibbens asked if staff could follow up on the increase to hopefully inform the citizens at the beginning of the fiscal year instead of the middle of the year. Ms. Harrison mentioned the dumpster ordinance that was put on hold for implementation and asked that it be addressed as we have a number of visible dumpsters in the area. The ordinance was approved quite a while ago when the new ordinance for trash bins was put in place.

Mr. Tibbens then discussed in-town parking. He asked Town staff to inquire about purchasing the NIK's parking lot. This would provide an additional parking lot and encourage beautification of the area. Mrs. Petti said that she would inquire and bring findings back to the next meeting.

Ms. Harrison asked Mrs. Petti to revisit the parking spacing in the Rixey Moore parking lot with Rick Boor, Public Works Director. She gave Mrs. Petti a sketch of the parking lot with her desired layout so that only one straight line of blocks is in place as is done at Costco. This would help with clearing the lot and not having multiple obstacles in the area.

There was no further discussion.

5. Other

None.

7. Adjournment

The meeting adjourned by consensus at 4:42 p.m. on a motion by Ms. Harrison.

Confirmation of FY25 Budget Approval and Appropriation of Funds Approval

History

On June 11, 2024, the Town Council unanimously passed a motion to approve the FY25 budget and appropriate the funds enumerated therein.

When the minutes of the June 11, 2024 meeting were prepared, the approval of the budget was omitted. Accordingly, the minutes that were approved by the Council did not include this action.

The recording of the meeting has not been erased and it has been confirmed that the Council indeed approved the budget as called for in the budget calendar. This portion of the recording will be available at this meeting and can be played if the Council so desires.

Requested Action

Staff requests that the Council adopt the attached motion confirming its June 11, 2024 action to approve the FY25 budget. The motion and the FY25 budget will become a part of the minutes of this meeting.

Attachments

- Sample motion

Sample motion

I move that the Council of the Town of Berryville confirms that it adopted the attached budget for fiscal year 2024-2025 at a duly convened meeting on June 11, 2024, an approved copy of said budget shall be incorporated into the and become a part of the official minutes of this meeting, and further as set forth in the approved budget, funds were appropriated for fiscal year 2024-2025.

Motion Confirming Approval
2024-2025 Fiscal Year Budget
of the Town of Berryville

Date: October 8, 2024

Motion By:

I move that the Council of the Town of Berryville confirms that it adopted the attached budget for fiscal year 2024-2025 at a duly convened meeting on June 11, 2024, an approved copy of said budget shall be incorporated into the and become a part of the official minutes of this meeting, and further as set forth in the approved budget, funds were appropriated for fiscal year 2024-2025.

VOTE

Aye:

Nay:

Absent:

Abstain:

ATTEST

_____
Erecka Gibson, Vice Mayor

FY 24-25 BUDGET REVENUES

Account Number	Account Description	FY23-24 APPROVED 2023-2024	FY24-25 APPROVED 2024-2025
	GENERAL FUND		
	FUND BALANCE		
100-3000000-0000	FUND BALANCE FORWARD	$ -	$ 558,169.00
	TOTAL FUND BALANCE	$ -	$ 558,169.00
	REVENUE FROM LOCAL SOURCES		
100-3110101-0000	CURRENT REAL ESTATE TAXES	$ 1,355,575.00	$ 1,355,575.00
100-3110102-0000	DEL REAL ESTATE TAXES	$ -	$ -
100-3110201-0000	UTILITY REAL ESTATE TAXES	$ 11,200.00	$ 11,200.00
100-3110301-0000	CURRENT PERS PROP TAXES	$ 410,000.00	$ 600,000.00
100-3110302-0000	DEL PERS PROP TAXES	$ -	$ -
100-3110303-0000	REFUSE COLLECTION(EXTRA TOTERS)	$ 13,000.00	$ 13,000.00
100-3110401-0000	MACHINERY & TOOLS	$ 175,000.00	$ 180,000.00
100-3110601-0000	TAX PENALTIES	$ 8,000.00	$ 8,000.00
100-3110602-0000	TAX INTEREST	$ 2,000.00	$ 3,500.00
	TOTAL REV FROM LOCAL SOURCES	$ 1,974,775.00	$ 2,171,275.00
	OTHER LOCAL TAXES		
100-3120101-0000	LOCAL SALES TAX	$ 280,000.00	$ 325,000.00
100-3120201-0000	CONSUMER UTILITY TAX	$ 100,000.00	$ 110,000.00
100-3120300-0000	BUSINESS LICENSE	$ 240,000.00	$ 280,000.00
100-3120402-0000	REC FRANCHISE FEES	$ 35,000.00	$ 43,000.00
100-3120501-0000	AUTO LICENSE	$ 102,000.00	$ 102,000.00
100-3120601-0000	BANK FRANCHISE TAXES	$ 150,000.00	$ 175,000.00
100-3120801-0000	CIGARETTE TAX (10¢)	$ 13,000.00	$ 13,000.00
100-3121001-0000	LODGING TAX (2%)	$ 10,000.00	$ 10,000.00
100-3121101-0000	MEALS TAX (4%)	$ 400,000.00	$ 430,000.00
	TOTAL OTHER LOCAL TAXES	$ 1,330,000.00	$ 1,488,000.00
	PERMITS, FEES & LICENSES		
100-3130304-0000	LAND USE APPLICATION FEES	$ 1,000.00	$ 1,000.00
100-3130307-0000	ZONING & SUBDIVISION FEES	$ 10,000.00	$ 10,000.00
	TOTAL PERMITS, FEES & LICENSES	$ 11,000.00	$ 11,000.00
	FINES & FORFEITURES		
100-3140101-0000	COURT FINES	$ 12,000.00	$ 12,000.00
100-3140102-0000	PARKING METER FINES	$ 2,000.00	$ 2,000.00
100-3140103-000	ESUMMONS	$ 1,000.00	$ 500.00
	TOTAL FINES & FORFEITURES	$ 15,000.00	$ 14,500.00

Account Number	Account Description	FY23-24 APPROVED 2023-2024	FY24-25 APPROVED 2024-2025
	REVENUE FROM MONEY OR PROP		
100-3150101-0000	INTEREST ON DEPOSITS	$ 95,000.00	$ 105,000.00
100-3150201-0000	RENTAL OF PROPERTY	$ 12,500.00	$ 13,500.00
100-3150205-0000	WATER TANK SITE LEASE	$ 86,000.00	$ 92,000.00
100-3150206-0000	CHARGE CARD REBATE	$ 17,000.00	$ 14,000.00
	TOTAL FROM MONEY OR PROP	$ 210,500.00	$ 224,500.00
	CHARGES FOR SERVICES		
100-3160703-0000	PARKING METERS	$ 8,000.00	$ 10,000.00
100-3161502-0000	SALE OF PUBLICATIONS	$ -	$ -
	TOTAL CHARGES FOR SERVICES	$ 8,000.00	$ 10,000.00
	MISCELLANEOUS REVENUES		
100-3189905-0000	SALE OF SURPLUS	$ 5,000.00	$ 5,000.00
	TOTAL MISC REVENUES	$ 5,000.00	$ 5,000.00
	TOTAL LOCAL REVENUES	$ 3,554,275.00	$ 4,482,444.00
	REVENUE FROM THE COMMONWEALTH		
	NON-CATEGORICAL AID		
100-3220107-0000	ROLLING STOCK TAX	$ 1,850.00	$ 1,900.00
100-3189999-0000	PPTRA	$ 209,917.00	$ 209,917.00
100-3220201-0000	COMMUNICATION TAX	$ 65,000.00	$ 62,000.00
100-3220106-0000	ARPA FUNDS (2ND TRANCHE)	$ -	$ -
	TOTAL NON-CATEGORICAL AID	$ 276,767.00	$ 273,817.00
	CATEGORICAL AID		
100-3220108-0000	599 LAW ENFORCEMENT GRANT	$ 90,600.00	$ 95,000.00
100-3240103-0000	LE BLOCK GRANT	$ 1,000.00	$ 1,000.00
100-3240201-0000	FIRE FUND PROGRAM	$ 15,250.00	$ 15,250.00
100-3240300-0000	VDOT LANE MILE ALLOWANCE	$ 503,000.00	$ 635,000.00
100-3240301-0000	VDOT PRIM RD SNOW REMOVAL REIMB	$ 55,555.00	$ 60,000.00
100-3240302-0000	LITTER CONTROL GRANT	$ 2,500.00	$ 4,000.00
100-3240312-0000	VA COMMISSION FOR THE ARTS	$ 4,500.00	$ 4,500.00
100-3240710-0000	DMV ANIMAL FRIENDLY PLATES	$ -	$ -
	TOTAL CATEGORICAL AID	$ 672,405.00	$ 814,750.00
	TOTAL FROM THE COMMONWEALTH	$ 949,172.00	$ 1,088,567.00

Account Number	Account Description	FY23-24 APPROVED 2023-2024	FY24-25 APPROVED 2024-2025
	REVENUE FROM THE FEDERAL GOVERNMENT		
	CATEGORICAL AID		
100-3340102-0000	FEDERAL FIRE FUND PROGRAM	$ -	$ -
100-3340311-0000	FEDERAL EMERGENCY R&R	$ -	$ -
	TOTAL CATEGORICAL AID	$ -	$ -
	TOTAL FROM FEDERAL GOVERNMENT	$ -	$ -
	REVENUE FROM OTHER SOURCES		
	NON-REVENUE RECEIPTS		
100-3410201-0000	MISCELLANEOUS REVENUES	$ 1,000.00	$ 1,000.00
	TOTAL FROM OTHER SOURCES	$ 1,000.00	$ 1,000.00
	TOTAL FROM OTHER SOURCES	$ 1,000.00	$ 1,000.00
	TOTAL GENERAL FUND REVENUES	$ 4,504,447.00	$ 5,572,011.00
	WATER FUND		
	FUND BALANCE		
501-3000000-0000	FUND BALANCE	$ 615,000.00	$ -
	TOTAL FUND BALANCE	$ 615,000.00	$ -
	REVENUE FROM MONEY OR PROP		
501-3150102-0000	INTEREST ON INVESTMENTS	$ 65,000.00	$ 130,000.00
	TOTAL FROM USE OF MONEY OR PROP	$ 65,000.00	$ 130,000.00
	CHARGES FOR SERVICES		
501-3160110-0000	TREATMENT FEES	$ 1,200,000.00	$ 1,324,000.00
501-3160111-0000	DELINQUENT ACCT PENALTIES	$ 40,000.00	$ 40,000.00
501-3160113-0000	AVAILABILITY CHARGES	$ 30,500.00	$ -
501-3160114-0000	CONNECTION CHARGES	$ -	$ -
501-3160115-0000	METER FEES	$ 1,000.00	$ -
501-3160116-000	LOAN PROCEEDS	$ 1,200,000.00	$ 5,000,000.00
	TOTAL CHARGES FOR SERVICES	$ 2,471,500.00	$ 6,364,000.00
	TOTAL WATER FUND	$ 3,151,500.00	$ 6,494,000.00

Account Number	Account Description		FY23-24 APPROVED 2023-2024		FY24-25 APPROVED 2024-2025
	SEWER FUND				
	FUND BALANCE				
502-3000000-0000	FUND BALANCE	$	1,095,000.00	$	360,300.00
	TOTAL FUND BALANCE	$	1,095,000.00	$	360,300.00
	REVENUE FROM MONEY OR PROP				
502-3150101-0000	INTEREST INCOME	$	35,000.00	$	155,000.00
	TOTAL REVENUE FROM MONEY OR PROP	$	35,000.00	$	155,000.00
	CHARGES FOR SERVICES				
502-3160110-0000	TREATMENT FEES	$	1,800,000.00	$	2,012,000.00
502-3160112-0000	SECURITY DEPOSITS	$	-	$	-
502-3160113-0000	AVAILABILITY CHARGES	$	32,750.00	$	-
	TOTAL CHARGES FOR SERVICES	$	1,832,750.00	$	2,012,000.00
	REVENUE FROM OTHER SOURCES				
	NON-REVENUE RECEIPTS				
502-3410401-0000	VRA LOAN	$	-	$	-
502-3410402-0000	WQIF Grant	$	-	$	-
502-3410404-0000	NUTRIENT CREDIT REBATE	$	500.00	$	500.00
	TOTAL NON-REVENUE RECEIPTS	$	500.00	$	500.00
	TOTAL FROM OTHER SOURCES	$	500.00	$	500.00
	TOTAL SEWER FUND	$	2,963,250.00	$	2,527,800.00
	TOTAL REVENUES ALL FUNDS	**$**	**10,619,197.00**	**$**	**14,593,811.00**

Account Number	Account Description	FY23-24 APPROVED 2023-2024	FY24-25 APPROVED 2024-2025

FY 24-25 BUDGET EXPENSES

Account Number	Account Description	FY23-24 APPROVED 2023-2024	FY24-25 DRAFT 2024-2025
	GENERAL FUND		
	TOWN COUNCIL		
100-4011100-1111	EXPENSE COMPENSATION	$ 18,900.00	$ 18,900.00
100-4011100-2100	MATCHING FICA EXPENSE (7.65 %)	$ 1,450.00	$ 1,450.00
100-4011100-5540	TRAINING	$ 4,000.00	$ 400.00
100-4011100-5699	LOCAL CONTRIBUTIONS	$ -	$ 5,000.00
100-4011100-5800	MISCELLANEOUS	$ 5,000.00	$ 5,000.00
100-4011100-5810	DUES	$ 3,000.00	$ 3,000.00
100-4011100-6017	TOWN CODE SUPPLEMENTS	$ 2,000.00	$ 2,000.00
100-4011100-6018	STATE CODE SUPPLEMENTS	$ -	$ -
	TOTAL TOWN COUNCIL	$ 34,350.00	$ 35,750.00
	TOWN CLERK		
100-4011200-1114	SALARIES/WAGES/TNCLK	$ 52,100.00	$ 53,100.00
100-4011200-2100	MATCHING FICA EXPENSE (7.65 %)	$ 4,100.00	$ 4,350.00
100-4011200-5510	MILEAGE	$ 250.00	$ 250.00
100-4011200-5540	EDUCATION/TRAINING	$ 1,000.00	$ 1,000.00
100-4011200-5810	DUES	$ 100.00	$ 100.00
	TOTAL TOWN CLERK	$ 57,550.00	$ 58,800.00
	OFFICE OF TOWN MANAGER/DEP TM		
100-4012110-1112	COMPENSATION	$ 83,000.00	$ 240,000.00
100-4012110-2100	MATCHING FICA EXPENSE (7.65 %)	$ 6,500.00	$ 18,000.00
100-4012110-3399	BLIGHT ABATEMENT	$ 50,000.00	$ 50,000.00
100-4012110-5230	TELECOMMUNICATIONS	$ 600.00	$ 1,200.00
100-4012110-5510	MILEAGE	$ 150.00	$ 150.00
100-4012110-5540	TRAINING	$ 1,000.00	$ 1,000.00
100-4012110-5810	DUES	$ 750.00	$ 750.00
	TOTAL TOWN MANAGER	$ 142,000.00	$ 311,100.00
	LEGAL SERVICES		
100-4012210-3150	PROFESSIONAL SERVICES	$ 50,000.00	$ 50,000.00
	TOTAL LEGAL SERVICES	$ 50,000.00	$ 50,000.00

Account Number	Account Description	FY23-24 APPROVED 2023-2024	FY24-25 APPROVED 2024-2025
	PERSONNEL		
100-4012220-2210	VRS	$ 169,000.00	$ 205,000.00
100-4012220-2220	VMLIP - STD	$ 650.00	$ 670.00
100-4012220-2230	VMLIP - LTD	$ 6,900.00	$ 8,800.00
100-4012220-2250	Line of Duty Act	$ 8,500.00	$ 8,200.00
100-4012220-2300	HEALTH INSURANCE	$ 227,000.00	$ 265,000.00
100-4012220-2400	LIFE INSURANCE	$ 17,400.00	$ 21,000.00
100-4012220-2600	UNEMPLOYMENT INSURANCE	$ 230.00	$ 180.00
100-4012220-2700	WORKER'S COMPENSATION	$ 35,000.00	$ 35,000.00
100-4012220-3110	RANDOM DRUG SCREENING	$ 750.00	$ 750.00
100-4012220-9001	EMPLOYEE RECOGNITION	$ 2,000.00	$ 2,000.00
	TOTAL PERSONNEL	$ 467,430.00	$ 546,600.00
	INDEPENDENT AUDITOR		
100-4012240-3120	CONTRACTUAL SERVICES	$ 20,000.00	$ 21,000.00
	TOTAL INDEPENDENT AUDITOR	$ 20,000.00	$ 21,000.00
	TOWN TREASURER		
100-4012410-1113	COMPENSATION	$ 85,500.00	$ 92,000.00
100-4012410-2100	MATCHING FICA EXPENSE (7.65 %)	$ 6,700.00	$ 9,100.00
100-4012410-3130	PROFESSIONAL SER/TAX CONV	$ 2,500.00	$ 2,500.00
100-4012410-3150	PROFESSIONAL SER/VEC	$ -	$ -
100-4012410-5306	SURETY BONDS	$ 500.00	$ 500.00
100-4012410-5540	TRAINING	$ 2,000.00	$ 2,000.00
100-4012410-5810	DUES	$ 1,000.00	$ 1,000.00
100-4012410-6015	AUTO DECALS	$ -	$ -
100-4012410-6020	CIGARETTE TAX STAMPS	$ -	$ -
	TOTAL TOWN TREASURER	$ 98,200.00	$ 107,100.00
	FINANCE/ACCOUNTING		
100-4012430-1113	COMPENSATION	$ 130,000.00	$ 131,000.00
100-4012430-2100	MATCHING FICA EXPENSE (7.65 %)	$ 9,700.00	$ 10,000.00
100-4012430-5540	TRAINING	$ 3,400.00	$ 3,400.00
	TOTAL FINANCE/ACCOUNTING	$ 143,100.00	$ 144,400.00
	CENTRAL ADM/PURCHASING		
100-4012530-3320	MAINTENANCE CONTRACTS	$ 52,250.00	$ 69,000.00
100-4012530-3400	WEB SITE	$ 1,000.00	$ 1,000.00
100-4012530-3450	DIGITIZING	$ 7,000.00	$ 7,000.00
100-4012530-3501	NEWSLETTER	$ 1,000.00	$ 1,000.00
100-4012530-3600	ADVERTISING	$ 8,000.00	$ 8,000.00
100-4012530-5210	POSTAGE	$ 16,000.00	$ 17,000.00
100-4012530-5230	TELECOMMUNICATIONS	$ 4,300.00	$ 4,500.00
100-4012530-5250	SOCIAL MEDIA ARCHIVING	$ 3,300.00	$ 3,300.00
100-4012530-5415	COPIER LEASE	$ 5,100.00	$ 5,300.00
100-4012530-5540	TRAINING	$ 2,500.00	$ 2,500.00
100-4012530-5699	CONTRIBUTION / CC SOCIAL MEDIA	$ 5,000.00	$ 5,000.00

Account Number	Account Description	FY23-24 APPROVED 2023-2024	FY24-25 APPROVED 2024-2025
100-4012530-5810	DUES	$ 500.00	$ 500.00
100-4012530-6001	OFFICE SUPPLIES	$ 15,000.00	$ 17,000.00
	TOTAL CENTRAL ADM/PURCHASING	$ 120,950.00	$ 141,100.00
	RISK MANAGEMENT		
100-4012550-5304	BLANKET EXCESS LIABILITY	$ 16,000.00	$ 16,000.00
100-4012550-5305	AUTOMOBILE INSURANCE	$ 13,000.00	$ 15,500.00
100-4012550-5308	SEMI-MULTI PERIL INS	$ 36,500.00	$ 43,000.00
100-4012550-5800	INSURANCE DEDUCTABLES	$ -	$ -
	TOTAL RISK MANAGEMENT	$ 65,500.00	$ 74,500.00
	ENGINEERING SERVICES		
100-4012600-3140	ENGINEERING SERVICES	$ 5,000.00	$ 5,000.00
	TOTAL ENGINEERING SERVICES	$ 5,000.00	$ 5,000.00
	ELECTIONS		
100-4013100-1125	ELECTION OFFICIALS	$ 2,500.00	$ 3,500.00
100-4013100-6001	OFFICE SUPPLIES	$ 1,500.00	$ 1,500.00
	TOTAL ELECTIONS	$ 4,000.00	$ 5,000.00
	PUBLIC DEFENDER FEES		
100-4021500-3150	PUBLIC DEFENDER FEES	$ 2,000.00	$ 2,000.00
	TOTAL PUBLIC DEFENDER FEES	$ 2,000.00	$ 2,000.00
	POLICE DEPARTMENT		
100-4031100-1139	COMPENSATION	$ 700,500.00	$ 794,400.00
100-4031100-2100	MATCHING FICA EXPENSE (7.65 %)	$ 54,000.00	$ 60,500.00
100-4031100-3110	MEDICAL EXAMINATIONS	$ 900.00	$ 500.00
100-4031100-3115	PRE EMPLOYMENT SCREENING	$ 250.00	$ 2,000.00
100-4031100-3190	INTERPRETER	$ 400.00	$ 400.00
100-4031100-3310	VEHICLE REPAIR & MAINTENANCE	$ 12,000.00	$ 16,000.00
100-4031100-3320	MAINTENANCE CONTRACTS	$ 40,100.00	$ 34,300.00
100-4031100-4081	RICH RAU SAFETY EQUIP & EDUCATION	$ 5,000.00	$ 5,000.00
100-4031100-4082	WILDLIFE MANAGEMENT	$ 250.00	$ 250.00
100-4031100-5210	POSTAGE	$ 500.00	$ 500.00
100-4031100-5230	TELECOMMUNICATIONS	$ 3,000.00	$ 5,600.00
100-4031100-5415	COPIER LEASE	$ 4,400.00	$ 5,300.00
100-4031100-5540	TRAINING	$ 19,000.00	$ 16,000.00
100-4031100-5545	OFFICE ACCREDIATION	$ 500.00	$ 500.00
100-4031100-5810	DUES	$ 850.00	$ 850.00
100-4031100-5815	COMMUNITY RELATIONS	$ 2,000.00	$ 2,000.00
100-4031100-6001	OFFICE SUPPLIES	$ 1,600.00	$ 1,800.00
100-4031100-6008	VEHICLE GASOLINE & OIL	$ 20,000.00	$ 20,000.00
100-4031100-6010	POLICE SUPPLIES	$ 13,500.00	$ 14,000.00
100-4031100-6011	UNIFORMS	$ 3,000.00	$ 5,000.00
100-4031100-6012	RECRUITMENT/ADVERTISING		$ 2,000.00
	TOTAL POLICE DEPARTMENT	$ 881,750.00	$ 986,900.00

Account Number	Account Description	FY23-24 APPROVED 2023-2024	FY24-25 APPROVED 2024-2025
	TRAFFIC CONTROL		
100-4031300-5699	COUNTY CONT/CROSSING GD	$ 2,500.00	$ 2,500.00
	TOTAL TRAFFIC CONTROL	$ 2,500.00	$ 2,500.00
	EMERGENCY SERVICES		
100-4031400-5699	CONTRIBUTION/CC CENT ALRM	$ 5,000.00	$ 5,000.00
	TOTAL EMERGENCY SERVICES	$ 5,000.00	$ 5,000.00
	VOLUNTEER FIRE DEPARTMENT		
100-4032200-5699	CONTRIBUTION/JHEVFD	$ 30,000.00	$ 30,000.00
100-4032200-5707	FIRE FUND PROGRAM	$ 18,500.00	$ 22,000.00
100-4032200-8411	CAPITAL PROJECT	$ 10,000.00	$ 80,000.00
	TOTAL VOLUNTEER FIRE DEPT	$ 58,500.00	$ 132,000.00
	CORRECTION & DETENTION		
100-4033200-5550	CONFINEMENT OF PRISONERS	$ -	$ -
	TOTAL CORRECTION & DETENTION	$ -	$ -
	PUBLIC WORKS ADMINISTRATION		
100-4041100-1140	COMPENSATION	$ 38,000.00	$ 61,500.00
100-4041100-2100	MATCHING FICA EXPENSE (7.65 %)	$ 2,900.00	$ 4,700.00
100-4041100-3110	MEDICAL EXAMS	$ 1,000.00	$ 1,000.00
100-4041100-3310	VEHICLE REP & MAINTENANCE	$ 11,000.00	$ 11,000.00
100-4041100-5120	FUEL OIL/HEAT	$ 3,000.00	$ 3,000.00
100-4041100-5230	TELECOMMUNICATIONS	$ 8,000.00	$ 8,000.00
100-4041100-5415	COPIER LEASE	$ 2,700.00	$ 4,200.00
100-4041100-5540	TRAINING	$ 6,000.00	$ 4,000.00
100-4041100-6001	OFFICE SUPPLIES	$ 500.00	$ 500.00
	TOTAL PUBLI WKS ADMINISTRATION	$ 73,100.00	$ 97,900.00
	HWYS, STS BRIDGES & SDWLKS		
100-4041200-1183	COMPENSATION	$ 191,000.00	$ 205,000.00
100-4041200-2100	MATCHING FICA EXPENSE (7.65 %)	$ 14,800.00	$ 16,000.00
100-4041200-3310	EQUIPMENT MAINTENANCE	$ 12,000.00	$ 18,000.00
100-4041200-3311	STREET TREES/SIDEWALKS	$ 15,000.00	$ 15,000.00
100-4041200-3315	SIDEWALK MAINTENANCE	$ 16,000.00	$ 16,000.00
100-4041200-3316	STREET SIGN MAINTENANCE	$ -	$ -
100-4041200-5425	NORFOLK/SOUTHERN R-O-W'S	$ 1,200.00	$ 1,200.00
100-4041200-6007	MATERIALS & SUPPLIES	$ 6,000.00	$ 8,000.00
100-4041200-6008	VEHICLE GASOLINE & OIL	$ 24,000.00	$ 24,000.00
100-4041200-6011	UNIFORMS	$ 6,000.00	$ 6,000.00
	TOTAL HWYS, STS BRIDGES & SWLKS	$ 286,000.00	$ 309,200.00

Account Number	Account Description		FY23-24 APPROVED 2023-2024		FY24-25 APPROVED 2024-2025
	VDOT STREET MAINTENANCE				
100-4041250-3140	ENGINEERING	$	10,000.00	$	50,000.00
100-4041250-3310	EQUIPMENT MAINTENANCE	$	15,000.00	$	20,000.00
100-4041250-3311	STORM SEWER MAINTENANCE	$	15,000.00	$	20,000.00
100-4041250-3316	SIGN MAINTENANCE	$	10,000.00	$	10,000.00
100-4041250-5800	CONTINGENCY	$	25,000.00	$	27,000.00
100-4041250-6007	MATERIALS AND SUPPLIES	$	10,000.00	$	10,000.00
100-4041250-6050	STREET MAINTENANCE	$	125,000.00	$	135,000.00
100-4041250-6060	SIDEWALK REPLACEMENT	$	45,000.00	$	45,000.00
100-4041250-6135	MOWING/TREE REMOVAL	$	15,000.00	$	15,000.00
100-4041250-6207	STREET SWEEPING	$	18,000.00	$	18,000.00
100-4041250-6307	SNOW REMOVAL	$	60,000.00	$	180,000.00
100-4041250-8801	EQUIPMENT PURCHASE	$	-	$	50,000.00
100-4041250-8803	PW SITE IMPROVEMENTS	$	150,000.00	$	50,000.00
100-4041250-8804	SAFETY EQUIPMENT	$	5,000.00	$	5,000.00
	TOTAL VDOT STREET MAINTENANCE	$	503,000.00	$	635,000.00
	STREET LIGHTS				
100-4041320-5110	ELECTRICITY	$	90,000.00	$	90,000.00
	TOTAL STREET LIGHTS	$	90,000.00	$	90,000.00
	SNOW REMOVAL - DOWNTOWN				
100-4041330-3220	CONTRACTUAL SERVICES	$	20,000.00	$	20,000.00
100-4041330-6007	MATERIALS & SUPPLIES	$	2,000.00	$	2,000.00
	TOTAL SNOW REMOVAL-DOWNTOWN	$	22,000.00	$	22,000.00
	PARKING METERS & LOTS				
100-4041340-6007	MATERIALS & SUPPLIES	$	2,000.00	$	3,000.00
	TOTAL PARKING METERS & LOTS	$	2,000.00	$	3,000.00
	REFUSE COLLECTION				
100-4042300-3220	CONTRACTUAL SERVICES	$	240,000.00	$	250,000.00
100-4042300-6225	RECYCLING SERVICES	$	110,000.00	$	120,000.00
	TOTAL REFUSE COLLECTION	$	350,000.00	$	370,000.00
	REFUSE DISPOSAL				
100-4042400-3800	FCO LANDFILL CHARGES	$	50,000.00	$	30,000.00
	TOTAL REFUSE DISPOSAL	$	50,000.00	$	30,000.00
	GENERAL PROPERTIES				
100-4043200-3310	IMPROVEMENT,REPAIR,MAINTENANCE	$	47,000.00	$	50,000.00
100-4043200-3325	HERMITAGE SWPOND MAINT	$	4,100.00	$	5,400.00
100-4043200-6007	MATERIALS & SUPPLIES	$	500.00	$	500.00

Account Number	Account Description	FY23-24 APPROVED 2023-2024	FY24-25 APPROVED 2024-2025
100-4043200-6017	CHRISTMAS WREATHS	$ 500.00	$ 500.00
	TOTAL GENERAL PROPERTIES	$ 52,100.00	$ 56,400.00
	BUILDING SERVICES		
100-4064200-3150	PROFESSIONAL SERVICES	$ 1,000.00	$ 1,000.00
100-4064200-3200	CONTRACTURAL SERVICES	$ 10,000.00	$ 12,000.00
100-4064200-5110	ELECTRICITY	$ 20,100.00	$ 22,500.00
100-4064200-5120	NATURAL GAS/HEAT	$ 3,000.00	$ 3,100.00
100-4064200-5130	WATER/SEWER	$ 800.00	$ 1,000.00
100-4064200-5230	TELECOMMUNICATIONS	$ 1,500.00	$ 1,500.00
100-4064200-5304	LIABILITY INSURANCE	$ 1,500.00	$ 1,500.00
100-4064200-7113	IN KIND COSTS	$ 13,000.00	$ 13,000.00
100-4064200-7115	SHARED MAINTENANCE	$ 19,000.00	$ 20,000.00
100-4064200-8411	CAPITAL ASSET RESERVES	$ 10,000.00	$ 10,000.00
	TOTAL BUILDING SERVICES	$ 79,900.00	$ 85,600.00
	PARKS & RECREATION		
100-4071310-3160	CONTRACTURAL SER/JN BLUE	$ 1,000.00	$ 1,000.00
100-4071310-6017	CHRISTMAS LIGHTS	$ 3,500.00	$ 3,500.00
100-4071310-6018	ROSE HILL PARK MAINTENANCE	$ 15,000.00	$ 10,000.00
	TOTAL PARKS & RECREATION	$ 19,500.00	$ 14,500.00
	PLANNING		
100-4081100-1155	COMPENSATION	$ 97,000.00	$ 129,000.00
100-4081100-2100	MATCHING FICA EXPENSE (7.65 %)	$ 7,500.00	$ 9,900.00
100-4081100-3190	PROFESSIONAL SERVICES	$ 3,000.00	$ 8,000.00
100-4081100-3195	PREPAID APPLICATION REVIEW FEES	$ -	$ -
100-4081100-3500	PRINTING	$ 250.00	$ 250.00
100-4081100-5510	MILEAGE	$ 100.00	$ 100.00
100-4081100-5540	TRAINING	$ -	$ 3,000.00
100-4081100-5810	DUES	$ -	$ -
100-4081100-6001	OFFICE EQUIPMENT	$ 100.00	$ -
100-4081100-6012	PUBLICATIONS	$ -	$ -
	TOTAL PLANNING	$ 107,950.00	$ 150,250.00
	BOARD OF ZONING APPEALS		
100-4081400-1110	EXPENSE COMPENSATION	$ 500.00	$ 500.00
100-4081400-5540	TRAINING	$ 750.00	$ 750.00
	TOTAL BOARD OF ZONING APPEALS	$ 1,250.00	$ 1,250.00
	ECONOMIC DEVELOPMENT		
100-4081500-5411	WAYFINDING SIGNS	$ -	$ 50,000.00
100-4081500-5693	VA COMMISSION FOR ARTS FUNDING	$ 4,500.00	$ 4,500.00
100-4081500-5695	TOWN/COUNTY ECONOMIC DEV	$ 20,500.00	$ 21,500.00

Account Number	Account Description	FY23-24 APPROVED 2023-2024	FY24-25 APPROVED 2024-2025
100-4081500-5696	ECONOMIC DEVELOPMENT RESERVE	$ 2,500.00	$ 2,500.00
100-4081500-5699	DBI/ECO DEV PROF SERVICES	$ -	$ 2,000.00
100-4081500-5700	ANNEXATION AREA PROF SERVICES	$ -	$ -
	TOTAL ECONOMIC DEVELOPMENT	$ 27,500.00	$ 80,500.00
	PLANNING COMMISSION		
100-4081600-1111	EXPENSE COMPENSATION	$ 5,000.00	$ 5,000.00
100-4081600-5540	TRAINING	$ 1,500.00	$ 2,000.00
100-4081600-5810	DUES	$ -	$ -
	TOTAL PLANNING COMMISSION	$ 6,500.00	$ 7,000.00
	B'VILLE AREA DEV AUTHORITY		
100-4081700-1111	EXPENSE COMPENSATION	$ 2,500.00	$ 2,500.00
100-4081700-5540	TRAINING	$ 1,000.00	$ 1,000.00
100-4081700-5810	DUES	$ -	$ -
	TOTAL B'VILLE AREA DEV AUTHORITY	$ 3,500.00	$ 3,500.00
	ARCHITECTURAL REVIEW BOARD		
100-4081800-5540	TRAINING	$ 500.00	$ 500.00
	TOTAL ARCHITECTURAL REVIEW BD	$ 500.00	$ 500.00
	TREE BOARD		
100-4081900-5800	MISCELLANEOUS	$ -	$ -
	TOTAL TREE BOARD	$ -	$ -

Account Number	Account Description		FY23-24 APPROVED 2023-2024		FY24-25 APPROVED 2024-2025
	CAPITAL OUTLAY				
100-4094200-8225	COMPUTER REPLACEMENT	$	35,000.00	$	3,500.00
100-4094200-8231	PATROL VEHICLE	$	57,500.00	$	62,000.00
100-4094200-8338	SNOW PLOW(S)	$	-	$	-
100-4094200-8340	MOWER	$	-	$	12,000.00
100-4094200-8341	ROSE HILL PARK REPAIRS (PW)	$	30,000.00	$	-
100-4094200-8345	PW TON DUMP	$	-	$	-
100-4094200-8411	CAPITAL RESERVE	$	196,238.10	$	-
100-4094200-8602	3/4 TON TRUCK (PW)	$	-	$	-
100-4094200-8702	WAYFINDING SIGNS RESERVE	$	-	$	-
100-4094200-8803	PUBLIC WORKS SITE IMPROVEMENTS	$	-	$	-
100-4094200-8915	HOGAN'S ALLEY IMPROVEMENTS	$	10,000.00	$	-
100-4094200-8918	ROSE HILL PARK MASTERPLAN			$	600,000.00
100-4094200-8951	PD RADIO REPLACEMENT RESERVE	$	-	$	-
100-4094200-8959	CHRISTMAS DECORATIONS FOR STS(PW)	$	-	$	-
100-4094200-9002	JACKSON DR SWMA/DORSEY ST STMWTR				
100-4094200-9003	BACKHOE (PW)	$	-	$	-
100-4094200-9004	MOSBY BOULEVARD SIDEWALK	$	20,000.00	$	-
100-4094200-9005	FAIRFAX (E&W) SIDEWALK RESERVE	$	60,000.00	$	50,000.00
100-4094200-9006	SECOND STREET REPAIRS	$	-	$	-
100-4094200-9007	INTERVIEW ROOM AV (PD)	$	6,500.00	$	-
100-4094200-9008	SALT BUILDING (PW)	$	-	$	-
100-4094200-9009	TOWN STREET REPAIRS	$	20,000.00	$	-
	TOTAL CAPITAL OUTLAY	$	435,238.10	$	727,500.00
	ARPA EXPENSES				
100-4094300-5700	ARPA EXPENSES	$	-	$	-
	TOTAL ARPA EXPENSES	$	-	$	-
	CONTINGENCY				
100-4094300-5800	CONTINGENCY (3.00%)	$	114,978.90	$	137,561.00
	TOTAL CONTINGENCY	$	114,978.90	$	137,561.00
	DEBT SERVICE				
100-4095000-9110	RDA PRINCIPAL	$	46,500.00	$	48,400.00
100-4095000-9120	RDA INTEREST	$	75,100.00	$	73,200.00
100-4095000-9130	RDA DEBT SER RESERVE	$	-	$	-
	TOTAL DEBT SERVICE	$	121,600.00	$	121,600.00
	TOTAL GENERAL FUND OPERATIONAL	$	3,832,630.00	$	4,585,350.00
	TOTAL GENERAL FUND CONTINGENCY	$	114,978.90	$	137,561.00
	TOTAL GENERAL FUND CAP OUTLAY	$	435,238.10	$	727,500.00
	TOTAL GENERAL FUND DEBT SERVICE	$	121,600.00	$	121,600.00
	TOTAL GENERAL FUND EXPENSES	$	4,504,447.00	$	5,572,011.00

Account Number	Account Description	FY23-24 APPROVED 2023-2024	FY24-25 APPROVED 2024-2025
	WATER FUND		
	PERSONNEL		
501-4012220-1140	COMPENSATION	$ 130,000.00	$ 60,000.00
501-4012220-2100	MATCHING FICA EXPENSE (7.65 %)	$ 9,950.00	$ 4,600.00
501-4012220-2210	VRS	$ 79,000.00	$ 60,000.00
501-4012220-2220	VMLIP - STD	$ 300.00	$ 240.00
501-4012220-2230	VMLIP - LTD	$ 3,200.00	$ 2,200.00
501-4012220-2300	HEALTH INSURANCE	$ 105,500.00	$ 93,000.00
501-4012220-2400	LIFE INSURANCE	$ 7,500.00	$ 6,000.00
501-4012220-2600	UNEMPLOYMENT INSURANCE	$ 110.00	$ 75.00
501-4012220-2700	WORKER'S COMPENSATION	$ 21,000.00	$ 24,000.00
501-4012220-3170	MISS UTILITY	$ 1,750.00	$ 1,750.00
501-4012220-3320	HANDHELD MAINT	$ 5,000.00	$ 5,000.00
501-4012220-3450	DIGITIZING	$ 7,000.00	$ 7,000.00
501-4012220-5210	POSTAGE	$ 4,700.00	$ 5,500.00
501-4012220-5540	TRAINING	$ 2,500.00	$ 2,500.00
501-4012220-6001	OFFICE SUPPLIES	$ 2,000.00	$ 4,500.00
	TOTAL PERSONNEL	$ 379,510.00	$ 276,365.00
	TREATMENT		
501-4012222-1147	COMPENSATION	$ 273,000.00	$ 290,000.00
501-4012222-2100	MATCHING FICA EXPENSE (7.65 %)	$ 21,000.00	$ 22,000.00
501-4012222-2830	CERTIFICATION FEES	$ 600.00	$ 300.00
501-4012222-2840	STATE CONNECTION FEES	$ 5,900.00	$ 5,900.00
501-4012222-2850	LAB TESTING	$ 11,000.00	$ 15,000.00
501-4012222-3110	MEDICAL EXAMS	$ 200.00	$ 100.00
501-4012222-3145	PROFESSIONAL SERVICES	$ 10,000.00	$ 10,000.00
501-4012222-3210	SLUDGE REMOVAL	$ 27,000.00	$ 24,000.00
501-4012222-3220	CLEAN RIVER INTAKE	$ 3,000.00	$ 4,000.00
501-4012222-3310	REPAIR & MAINTENANCE	$ 75,000.00	$ 125,000.00
501-4012222-3510	CONSUMER CONFIDENCE RPT	$ 1,000.00	$ -
501-4012222-5110	ELECTRICITY	$ 70,000.00	$ 70,000.00
501-4012222-5120	PROPANE HEAT WTP	$ 7,200.00	$ 4,000.00
501-4012222-5230	TELECOMMUNICATIONS	$ 4,700.00	$ 4,700.00
501-4012222-5415	COPIER LEASE	$ 1,300.00	$ 1,800.00
501-4012222-5540	TRAINING	$ 3,500.00	$ 3,500.00
501-4012222-5690	DISCHARGE PERMIT RENEWAL	$ 3,000.00	$ -
501-4012222-5810	DUES	$ 1,000.00	$ 400.00
501-4012222-6001	OFFICE SUPPLIES	$ 1,000.00	$ 400.00
501-4012222-6004	LAB SUPPLIES	$ 7,000.00	$ 20,000.00
501-4012222-6005	JANITORIAL SUPPLIES	$ 1,300.00	$ 1,000.00
501-4012222-6008	VEHICLE GASOLINE & OIL	$ 7,200.00	$ 7,200.00
501-4012222-6011	UNIFORMS	$ 1,000.00	$ 1,500.00
501-4012222-6014	TOOLS	$ 1,000.00	$ 750.00
501-4012222-6019	SAFETY EQUIPMENT	$ 2,000.00	$ 2,000.00
501-4012222-6020	PERSONAL EQUIPMENT	$ 600.00	$ -
501-4012222-6025	CHEMICALS	$ 50,000.00	$ 50,000.00

Account Number	Account Description	FY23-24 APPROVED 2023-2024	FY24-25 APPROVED 2024-2025
	TOTAL TREATMENT	$ 589,500.00	$ 663,550.00
	DISTRIBUTION & MAINTENANCE		
501-4012224-1183	COMPENSATION	$ 192,000.00	$ 205,000.00
501-4012224-2100	MATCHING FICA EXPENSE (7.65 %)	$ 14,700.00	$ 15,700.00
501-4012224-3330	LINE REPAIR & MAINTENANCE	$ 50,000.00	$ 50,000.00
501-4012224-6007	MATERIALS & SUPPLIES	$ 30,000.00	$ 30,000.00
501-4012224-6019	SAFETY EQUIPMENT	$ 700.00	$ 700.00
501-4012224-6030	NEW SERVICE SUPPLIES	$ 2,000.00	$ 1,000.00
501-4012224-9008	STORAGE TANK MAINT CONTRACT	$ 25,000.00	$ 25,000.00
	TOTAL DISTRIBUTION & MAINT	$ 314,400.00	$ 327,400.00
	CAPITAL OUTLAY		
501-4094200-8102	TANK REPAIR & MAINTENANCE	$ -	$ -
501-4094200-8105	PICKUP (1/2)	$ -	$ 20,000.00
501-4094200-8118	WTP BACKWASH LAGOON REPAIR		
501-4094200-8144	WATER TREATMENT PLANT UPGRADES	$ 1,200,000.00	$ 5,000,000.00
501-4094200-8211	CAPITAL RESERVES	$ 11,587.70	$ -
501-4094200-8225	COMPUTER UPGRADE	$ 3,000.00	$ 3,500.00
501-4094200-8340	MOWER (1/3)	$ -	$ -
501-4094200-8345	PW ONE TON DUMP TRUCK	$ -	$ 20,500.00
501-4094200-8360	HANDHELD METER READER	$ -	$ -
501-4094200-8361	WATER DIST SYSTEM UPGRADES	$ 400,000.00	$ 144,665.55
501-4094200-8602	3/4 TON TRUCK	$ -	$ -
501-4094200-8605	WTP BUILDING MAINTENANCE		
501-4094200-8704	FINISH PUMP PROJECT	$ 50,000.00	$ -
501-4094200-8958	WATER METER REPLACEMENT	$ 165,000.00	$ -
501-4094200-9003	BACKHOE(PW)	$ -	$ -
501-4094200-9004	SECURITY IMPROVEMENTS	$ -	$ -
501-4094200-9005	WATER RIVER PUMP DISCONNECT ELIM	$ -	$ -
501-4094200-9006	WTP UPGRADE- PER		
	TOTAL CAPITAL OUTLAY	$ 1,829,587.70	$ 5,188,665.55
	CONTINGENCY		
501-4094300-5800	CONTINGENCY (3.00%)	$ 38,502.30	$ 38,019.45
	TOTAL CONTINGENCY	$ 38,502.30	$ 38,019.45
	TOTAL WATER FUND OPERATIONAL	$ 1,283,410.00	$ 1,267,315.00
	TOTAL WATER FUND CONTINGENCY	$ 38,502.30	$ 38,019.45
	TOTAL WATER FUND CAP OUTLAY	$ 1,829,587.70	$ 5,188,665.55
TOTAL WATER FUND EXPENSES		$ 3,151,500.00	$ 6,494,000.00

Account Number	Account Description	FY23-24 APPROVED 2023-2024	FY24-25 APPROVED 2024-2025
	SEWER FUND		
	PERSONNEL		
502-4012220-1114	COMPENSATION	$ 130,000.00	$ 61,000.00
502-4012220-2100	MATCHING FICA EXPENSE (7.65 %)	$ 10,000.00	$ 4,600.00
502-4012220-2210	VRS	$ 54,300.00	$ 60,100.00
502-4012220-2220	VMLIP - STD	$ 200.00	$ 237.00
502-4012220-2230	VMLIP - LTD	$ 2,250.00	$ 2,400.00
502-4012220-2300	HEALTH INSURANCE	$ 73,000.00	$ 91,500.00
502-4012220-2400	LIFE INSURANCE	$ 5,600.00	$ 6,100.00
502-4012220-2600	UNEMPLOYMENT INSURANCE	$ 75.00	$ 72.00
502-4012220-2700	WORKER'S COMPENSATION	$ 14,000.00	$ 17,000.00
502-4012220-3320	HANDHELD MAINT	$ 5,000.00	$ 5,000.00
502-4012220-3450	DIGITIZING	$ 7,000.00	$ 7,000.00
502-4012220-5210	POSTAGE	$ 7,500.00	$ 7,700.00
502-4012220-6001	OFFICE SUPPLIES	$ 2,500.00	$ 4,000.00
	TOTAL PERSONNEL	$ 311,425.00	$ 266,709.00
	TREATMENT		
502-4012222-1147	COMPENSATION	$ 275,000.00	$ 290,000.00
502-4012222-2100	MATCHING FICA EXPENSE (7.65 %)	$ 21,000.00	$ 22,000.00
502-4012222-2830	CERTIFICATION FEES	$ 600.00	$ 600.00
502-4012222-2850	LAB TESTING	$ 33,000.00	$ 40,000.00
502-4012222-3145	PROFESSIONAL SERVICES	$ 18,000.00	$ 108,000.00
502-4012222-3210	LANDFILL-SOLIDS DISPOSAL	$ 85,000.00	$ 90,000.00
502-4012222-3310	REPAIR & MAINTENANCE	$ 174,000.00	$ 374,030.00
502-4012222-5110	ELECTRICITY	$ 145,000.00	$ 155,000.00
502-4012222-5230	TELECOMMUNICATIONS	$ 6,500.00	$ 6,600.00
502-4012222-5415	COPIER LEASE	$ 4,300.00	$ 5,300.00
502-4012222-5540	TRAINING	$ 3,000.00	$ 3,000.00
502-4012222-5690	DISCHARGE PERMIT RENEWAL	$ 3,500.00	$ 3,500.00
502-4012222-5810	DUES	$ 600.00	$ 625.00
502-4012222-6001	OFFICE SUPPLIES	$ 1,500.00	$ 1,000.00
502-4012222-6004	LAB SUPPLIES	$ 6,200.00	$ 5,000.00
502-4012222-6005	JANITORIAL SUPPLIES	$ 3,500.00	$ 3,500.00
502-4012222-6008	VEHICLE GASOLINE & DIESEL FUEL	$ 10,000.00	$ 2,000.00
502-4012222-6011	UNIFORMS	$ 1,000.00	$ 1,500.00
502-4012222-6014	TOOLS	$ 1,500.00	$ 1,000.00
502-4012222-6019	SAFETY EQUIPMENT	$ 2,500.00	$ 2,000.00
502-4012222-6020	PERSONAL EQUIPMENT	$ 800.00	$ -
502-4012222-6025	CHEMICALS	$ 120,000.00	$ 170,000.00
	TOTAL TREATMENT	$ 916,500.00	$ 1,284,655.00

Account Number	Account Description		FY23-24 APPROVED 2023-2024		FY24-25 APPROVED 2024-2025
	DISTRIBUTION & MAINTENANCE				
502-4012224-1183	COMPENSATION	$	95,000.00	$	105,000.00
502-4012224-1183	MATCHING FICA EXPENSE (7.65 %)	$	7,500.00	$	8,000.00
502-4012224-3310	EQUIPMENT MAINTENANCE	$	5,000.00	$	5,000.00
502-4012224-3330	REPAIR & MAINTENANCE	$	15,000.00	$	25,000.00
502-4012224-6007	MATERIALS & SUPPLIES	$	3,000.00	$	3,000.00
502-4012224-6019	SAFETY EQUIPMENT	$	500.00	$	500.00
502-4012224-6030	NEW SERVICE SUPPLIES	$	-	$	-
	TOTAL DISTRIBUTION & MAINT	$	126,000.00	$	146,500.00
	CAPITAL OUTLAY				
502-4094200-8105	PICK UP			$	20,000.00
502-4094200-8110	WWTP UPGRADES	$	775,000.00	$	-
502-4094200-8134	SEWER COLLECTION SYSTEM REHAB	$	100,000.00	$	100,000.00
502-4094200-8225	COMPUTER REPLACEMENT/UPGRADE	$	3,000.00	$	3,500.00
502-4094200-8340	MOWER (1/3)	$	-	$	-
502-4094200-8345	PW ONE TON DUMP TRUCK	$	-	$	20,500.00
502-4094200-8360	HANDHELD METER READER				
502-4094200-8367	SEWER JET RODDER				
502-4094200-8411	CAPITAL RESERVES	$	707.25	$	-
502-4094200-8540	MEMBRANE REPLACEMENT RESERVE				
502-4094200-8545	MEMBRANE PRE-PURCHASE	$	-	$	-
502-4094200-8550	EQUIPMENT REPAIR RESERVE				
502-4094200-8602	3/4 TON PICKUP (1/3 VDOT)	$	-	$	-
502-4094200-9003	BACKHOE PW	$	-	$	-
502-4094200-9006	WWTP BLOWERT DISCONNECTS	$	-	$	-
502-4094200-9007	WWTP PERMEATE PUMPS	$	-	$	40,000.00
502-4094200-9008	HARMONIC BALANCER	$	70,000.00	$	-
502-4094200-9009	BAR SCREEN WWTP	$	150,000.00	$	-
502-4094200-9010	WWTP MEMBRANE GANTRY			$	125,000.00
	TOTAL CAPITAL OUTLAY	$	1,098,707.25	$	309,000.00
	CONTINGENCY				
502-4094300-5800	CONTINGENCY (3.00%)	$	40,617.75	$	50,936.00
	TOTAL CONTINGENCY	$	40,617.75	$	50,936.00
	DEBT SERVICE				
502-4095000-9118	VRA PRINCIPAL	$	470,000.00	$	470,000.00
	TOTAL DEBT SERVICE	$	470,000.00	$	470,000.00
	TOTAL SEWER FUND OPERATIONAL	$	1,353,925.00	$	1,697,864.00
	TOTAL SEWER FUND CONTINGENCY	$	40,617.75	$	50,936.00

Account Number	Account Description		FY23-24 APPROVED 2023-2024		FY24-25 APPROVED 2024-2025
	TOTAL SEWER FUND CAP OUTLAY	$	1,098,707.25	$	309,000.00
	TOTAL SEWER FUND DEBT SERVICE	$	470,000.00	$	470,000.00
	TOTAL SEWER FUND EXPENSES	$	2,963,250.00	$	2,527,800.00
	TOTAL EXPENSES ALL FUNDS	**$**	**10,619,197.00**	**$**	**14,593,811.00**

Regular Session
October 8, 2024

Proposed agreement between Shenandoah Cable Television LLC and the Town of Berryville

Set Public Hearing

History

In the spring, a representative of Shenandoah Cable Television LLC (SHENTEL) made a prestation to the Town Council regarding their GLO FIBER service. The Council directed the Town Manager to work with SHETEL to develop a draft franchise agreement for the Council's review.

Town staff has worked with SHETEL to develop a draft agreement. The agreement is based on the agreement between the Town and COMCAST. That agreement was approved in late 2016.

Requested Action

Staff requests that the Council review the agreement with a representative of SHENTEL and, if they are comfortable with proceeding with the next step in the formal review of the agreement, set a public hearing on the matter for the November 12, 2024 regular meeting.

If the Council is not ready to proceed with a public hearing in November, then staff will continue working with SHENTEL to refine the agreement.

Attachments

- Draft Franchise Agreement Between SHENTEL and the Town of Berryville

Sample motion

I move that the Council of the Town of Berryville set a public hearing on the proposed franchise agreement between the Town and SHENTEL for November 12, 2024.

10/4/24

CABLE TELEVISION FRANCHISE AGREEMENTBETWEEN SHENANDOAH CABLE TELEVISION, LLC and THE TOWN OF BERRYVILE, VIRGINIA

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Town of Berryville, a political subdivision of the Commonwealth of Virginia (hereinafter, "Town") Shenandoah Cable Television, LLC (hereinafter, "Grantee").

The Town, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1- Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Code of Virginia, Article 1.2, § 15.2-2108.19, and the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

1.1 "Access Channel" means a video Channel, which Grantee shall make available to the Town without charge for non-commercial public, educational, or governmental access use for the transmission of video programming as directed by the Town.

1.2 "Act" means the Communications Act of 1934.

1.3 "Affiliate", in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.4 "Basic service tier" means the service tier that includes (i) the retransmission of local television broadcast channels and (ii) public, educational, and governmental access channels required to be carried on the basic tier.

1.5 "Cable Operator" means any Person or group of Persons that (A) provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or (B) otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System.

1.6 "Cable Service" means the one-way transmission to Subscribers of (i) video programming or (ii) other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.7 "Cable System" or "System" means any facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes video programming and that is provided to

multiple Subscribers within a community, except that such definition shall not include (i) a system that serves fewer than 20 Subscribers; (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (iii) a facility that serves only Subscribers without using any public right-of-way; (iv) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 USC § 201 et seq., except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (v) any facilities of any electric utility used solely for operating its electric systems; (vi) or any portion of a System that serves fewer than 50 Subscribers in any locality, where such portion is part of a larger System franchised in an adjacent locality; or (vii) an open video system that complies with§ 653 of Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 573.

1.8 "Channel" shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.9 "Communications Act" means the Communications Act of 1934, as amended.

1.10 "Control" means the ability to exercise *de facto* or *de Jure* control over day-to-day policies and operations or the management of corporate affairs.

1.11 "Educational Access Channel" means an Access Channel available for the use of the Clarke County Public Schools.

1.12 "Effective Date" means ~~November~~ October 8, 2024~~16~~.

1.13 "FCC" means the Federal Communications Commission or successor governmental entity thereto.

1.14 "Force majeure" means an event or events reasonably beyond the ability of Grantee to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, environmental restrictions, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which Grantee's facilities are attached or to be attached or conduits in which Grantee's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.

1.15 "Franchise" means the initial authorization, or renewal thereof, issued by the Town, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance, resolution or otherwise, which authorizes the construction and operation of the Cable System.

1.16 "Franchise Agreement" or "Agreement" means this Cable Franchise Agreement and any amendments or modifications hereto.

1.17 "Franchise Area" means the present legal boundaries of the Town of Berryville as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.18 "Government Channel" means an Access Channel dedicated to carriage of programming related to the government of Clarke County, the Town, and any other municipality located within Clarke County.

1.19 "Grantee" means Shenandoah Cable Television, LLC.

1.20 "Gross Revenue" means all amounts which are received by Grantee from the operation of the Cable System to provide Cable Service in the Franchise Area. The Grantee shall maintain its books in accordance with generally accepted accounting principles ("GAAP"). Gross Revenue shall include, without limitation, the following:

1.20.1 Any revenue received from Subscribers, including but not limited to revenue for basic service, expanded basic service, other tier services, additional outlets, and pay-per-view service, or for the distribution of any other Cable Service, as defined by federal law, over the System;

1.20.2 Revenue received from Subscribers for installation, change in service and reconnection charges and similar fees attributable to the provision of Cable Services;

1.20.3 Revenue received from Subscribers for converters, remote controls or other equipment leased or rented to Subscribers in connection with the delivery of Cable Services to such Subscribers;

1.20.4 Revenue received from Subscribers for service charges and late fees related to delinquent accounts as attributable to the provision of Cable Services;

1.20.5 Revenue received from third parties, including advertising revenue, home shopping commissions, leased access payments (except as limited herein). In computing Gross Revenue from sources other than Grantee's Subscribers, including without limitation, revenue derived from the sale of advertising, home shopping services, guide sales, the lease of channel capacity on its Cable System, or any other such revenues derived from the operation of the Cable System to provide Cable Service, the amount of such revenues attributable or allocated to Grantee shall be in accordance with GAAP.

1.20.6 Fees collected from Subscribers for the payment of cable franchise fees to be paid to the Town; such cable franchise fees shall not be deemed to be taxes and are not deducted from the total gross revenue figure on which Franchise fees are paid.

Provided, however, that Gross Revenue shall not include: (i) refunds or rebates made to Subscribers or other third parties; (ii) any revenue which is received from the sale of merchandise over home shopping channels carried on the Cable System, but not including revenue received from home shopping channels for the use of the Cable Service to sell

merchandise; (iii) any tax, fee, or charge collected by the Cable Operator and remitted to a governmental entity or its agent or designee, including without limitation a local public access or education group; (iv) program launch fees; (v) directory or advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; (vi) a sale of Cable Service for resale or for use as a component part of or for the integration into Cable Services to be resold in the ordinary course of business, when the reseller is required to pay or collect franchise fees or similar fees on the resale of the Cable Service; (vii) revenues received by any Affiliate or any other person in exchange for supplying goods or services used by the Cable Operator to provide Cable Service; and (viii) revenue derived from services classified as non-Cable Services under federal law, including, without limitation, revenue derived from Telecommunications Services and Information Services, and any other revenues attributed by the Cable Operator to non-Cable Services in accordance with rules, regulations, standards, or orders of the Federal Communications Commission.

1.21 "Information Services" shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

~~1.22 "Institutional Network" or "I-Net" means the fiber optic cable and related facilities constructed for Clarke County by Adelphia Cable LLC, the Grantee's predecessor-in-interest, and any additional such facilities constructed at the County's direction.~~

1.223 "Internet Access" means dial-up or broadband access service that enables Subscribers to access the Internet.

1.234 "Non-Cable Services" means any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services, Internet Access, and Telecommunications Services.

1.245 "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal businesses hours" must include some evening hours at least one night per week and/or some weekend hours.

1.256 "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. *See* 47 C.F.R. § 76.309(c)(4)(ii).

1.267 "PEG" means public, educational, and governmental.

1.278 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Town.

1.289 "Public Rights-of-Way" means the surface, the air space above the surface, and the area below the surface of any public street, road, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, waterway, easement, or similar property in which the Town now or hereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining, a Cable System. No reference herein to the "Public Rights-of-Way" shall be deemed to be a representation or guarantee by the Town that its interest or other right of control to use such property is sufficient to permit its use for such purposes, and the Grantee shall be deemed to gain only those rights to use as are properly in the Town and as the Town may have the undisputed right and power to give.

1.2930 "Service Interruption" means the loss of picture or sound on one or more cable channels.

1.301 "Subscriber" means a Person who lawfully receives Cable Service delivered over the Cable System with Grantee's express permission.

1.312 "Telecommunication Services" shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.323 "Title VI" means Title VI of the Communications Act.

1.334 "Town" means the Town of Berryville, organized and existing under the laws of the Commonwealth of Virginia, and the area within its territorial limits.

1.345 "Transfer" means any transaction in which (i) an ownership or other interest in the Grantee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that majority control of the Grantee is transferred; or (ii) the rights and obligations held by the Grantee under the Franchise granted under this Franchise Agreement are transferred or assigned to another Person or group of Persons. However, notwithstanding clauses (i) and (ii) of the preceding sentence, a transfer of the Franchise shall not include (a) transfer of an ownership or other interest in the Grantee to the parent of the Grantee or to another Affiliate of the Grantee; (b) transfer of an interest in the Franchise granted under this Franchise Agreement or the rights held by the Grantee under the Franchise granted under this Franchise Agreement to the parent of the Grantee or to another Affiliate of the Grantee; (c) any action that is the result of a merger of the parent of the Grantee; (d) any action that is the result of a merger of another Affiliate of the Grantee; or (e) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the Grantee in the Franchise or the System used to provide Cable Service in order to secure indebtedness.

1.356 "Video programming" means programming provided by, or generally considered comparable to, programming provided by a television broadcast station.

SECTION 2 - Grant of Authority

2.1 Grant. The Town hereby grants to the Grantee under the Code of Virginia and

the Cable Act a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Rights-of-Ways within the Franchise Area for the purpose of providing Cable Service, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Rights-of-Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2 Term of Franchise. The term of the Franchise granted hereunder shall be fifteen (15) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated.

2.3 Renewal. Any renewal of this Franchise shall be governed by and comply with Section 626 of the Cable Act, as amended.

2.4 Reservation of Authority. Nothing in this Franchise Agreement shall be construed as a waiver of any codes or ordinances of general applicability promulgated by the Town.

2.5 Grant Not Exclusive. The Franchise and the right it grants to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Town reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise Agreement.

2.6 Police Powers. Nothing in the Franchise Agreement shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police power results in any material alteration of the terms and conditions of this Franchise, then the parties shall modify this Franchise Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on the Grantee of the material alteration.

2.7 Competitive Equity. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; the Franchising Authority acknowledges and agrees that the franchise agreement shall be governed by §15.2-2108.26 of the Code of Virginia.

SECTION 3 - Construction and Maintenance of the Cable System

3.1 Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The issuance of such permits, licenses, or other forms of approval shall not be unreasonably withheld by the Town. Construction, installation, and

maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Rights-of-Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Rights-of-Way.

3.2 Conditions of Street Occupancy.

3.2.1 New Grades or Lines. If the grades or lines of any Public Rights-of-Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Town (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines.

3.2.2 Relocation at Request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Town to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3 Restoration of Public Rights-of-Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Rights-of-Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Rights-of-Way to a condition reasonably comparable to the condition of the Public Rights-of-Way existing immediately prior to the disturbance.

3.2.4 Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations and applicable safety codes. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

3.2.6 Aerial and Underground Construction. At the time of any Cable System construction, if all of the transmission and distribution facilities of all of the respective public or

municipal utilities in the portion of the Franchise Area in which construction is being performed are underground, the Grantee shall place its Cable System's transmission and distribution facilities underground; provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7 Undergrounding and Beautification Projects. In the event all users of the Public Rights-of-Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities.

SECTION 4 - Service Obligations

4.1 General Service Obligation.

4.1.1 Grantee shall build out its Cable System to make Cable Service generally available to those businesses and residential units located within the Town. While Grantee shall use commercially reasonable efforts to build out its network to serve as much of the Town as is feasible taking into account build-out costs, geographical and geological conditions, and business conditions, Grantee reserves the right in its sole discretion as to where Grantee builds out its network in the Town.

~~The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and is within one (1) mile as measured in strand footage from the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall be counted as a "dwelling unit" if, and only if, such home is located within four hundred (400) feet of the public right of way. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within two hundred (200) feet of the Grantee's distribution cable at the standard installation rate. Should, through new construction, an area within the Franchise Area meet the density requirements, Franchisee shall provide Cable Service to such area within one (1) year~~

~~after it confirms that the density requirements have been met following notice from the~~

~~Franchising Authority that one or more residents has requested service.~~

4.1.2 The Grantee may impose an additional charge in excess of its regular installation charge, but not in excess of its actual cost which may include cost of material, labor, design and any necessary easements, for any service installation at a location that is more than two hundred (200) feet from the Public Rights-of-Way. Such additional charge shall be paid by the developer, home owners association, landowner or Subscriber requesting Cable Service in an area that does not meet the density and distance standards.

4.2 New Developments. The Grantee agrees to use commercially reasonable efforts to inform itself of all newly plam1ed developments within the Town and to work with developers to cooperate in pre-installation of facilities to support Cable Service.

4.3 Programming. The Grantee shall offer to all Subscribers a diversity of video programming services.

4.4 No Discrimination. The Grantee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in com1ection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied; provided, however, that the Grantee may deny service for good cause, including but not limited to theft of Grantee's services, vandalism of its property, or abuse or harassment of its representatives. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice. Grantee shall assure that access to Cable Services is not denied to any group of potential residential cable Subscribers because of the income of the residents of the local area in which such group resides.

4.5 Provision of Maps to the Town. The Grantee shall provide the Town, upon written request and no more than once per calendar year an up-to-date strand map of its facilities in the Franchise Area. The Town shall treat such maps as proprietary information, exempt from release or disclosure under the Virginia Freedom of Information Act, and shall use the maps only for purposes of planning and managing construction within and in the immediate vicinity of the public rights-of-way.

4.6. Additional Maps. Should the Town request access to more detailed maps of the Cable System, then the Grantee shall permit the Town to review such maps at a specified location in northern Virginia.

4.7 Removal and Relocation. In accordance with applicable law, the Town shall have the power at any time to order and require the Grantee to remove or relocate any pole, wire, cable or other structure owned by the Grantee that is dangerous to life or property. In the event that the Grantee, after notice, fails or refuses to act within a reasonable time, the Town shall have the power to remove or relocate the same at the sole cost and expense of the Grantee, which cost

shall be summarized by the Town.

SECTION 5 - PEG Services

5.1 PEG Channels.

5.1.1 In order to ensure availability of PEG programming, Grantee shall make available up to two (2) Access Channels on the Basic Service Tier, upon request of the Town. One Access Channel shall be designated as the Educational Access Channel, and the other shall be designated as the Government Access Channel (jointly, "PEG Channels "). The Town may request that Grantee make either or both PEG Channels available at any time by submitting a request in writing, and Grantee shall make the Channel or Channels available within nine (9) months of the date of the request.

5.1.2 The PEG Channels shall be carried on the channel numbers to be assigned by Shentel at the time they are made available. Thereafter, PEG Channel assignments may be changed and the entity responsible for managing any affected PEG Channel shall be given thirty (30) days advance notice of the change. If the Grantee decides to change the channel designation for any of the PEG Channels, it must provide thirty (30) days prior written notice to the Town, and shall reimburse the Town, and/or the designated PEG provider in an amount not to exceed one thousand dollars ($1,000) for reasonable, documented costs incurred by the Town or other PEG users, including, but not limited to, technical costs, logo modifications, stationary, promotion, and adve1tising.

5.1.3 Grantee shall provide an upstream fiber optic connection and all necessary headend equipment for the purpose of providing PEG Access video origination between the following locations and Grantee's headend within nine (9) months of receiving a written request from the Town: the meeting chamber in the Berryville-Clarke County Government Center and Grantee's headend, and Clarke County High School. The upstream connections referred to in this paragraph shall be referred to as a "Return Link" or as the "Return Links." The Grantee shall maintain both upstream links in good operating condition, and shall ensure that such links are at all times capable of transmitting PEG Access programming signals from the origination point to the headend without material distortion or degradation, in accordance with applicable industry technical standards.

5.1.3.1 If the Town submits a request for either or both of the Return Links on or before the third anniversary of the Effective Date, the Grantee shall provide the requested link or links at its sole cost and expense, at no cost to the Town, and without itemizing the cost of the link or links on subscriber bills. If, however, the Town requests a link after the third anniversary of the Effective Date, the Grantee shall provide the requested link or links only if (i) the Town agrees to bear the cost of construction and installation of the necessary fiber optic plan and equipment; (ii) the Town consents to the itemization of subscriber bills of the entire cost of such construction and installation; or (iii) the Town and the Grantee agree on an alternative funding plan, which may consist of, without limitation a combination of payments by the Town and itemization on Subscriber bills. The Town may also submit a request for either or both Return Links on conjunction with Clarke County, in which case references to the Town in this paragraph

shall be read to include the Town and the County.

5.1.4 Grantee shall not interfere with the ability of competing cable operators and open video system operators designated by the Town (the "Competing Operators") to obtain the content of any of the programming on the PEG Channels. Grantee shall not object to the connection of compatible equipment to facilities located at the Town's PEG programming origination facility or facilities by Competing Operators for the purpose of obtaining access to the PEG Channel signals and transporting such signals to their subscribers by means of their own facilities, nor shall Grantee object to the transmission of the PEG Channel signals by Competing Operators.

5.1.5 The PEG Channels shall be carried on the Basic Service tier. The Grantee shall monitor the two (2) PEG Access Channels for technical quality and shall ensure that they are maintained so that they are capable of transmitting signals in accordance with technical standards equivalent to those which apply to the Cable System's commercial channels. Grantee shall insure that there is no material degradation in the quality of the Access Channel signals that are received by the Grantee for distribution by Grantee over the Cable System, as a result of the condition of the Return Links or associated equipment owned by Grantee.

5.2 PEG ~~and I-NET~~ Capital Support. In support of the Town's production of local PEG programming ~~and the Institutional Network~~, if the Town submits a written request, Grantee shall provide an annual capital grant to the Town ("PEG ~~and I-Net~~ Capital Grant") in the amount of fifty cents ($0.50) per subscriber per month. Grantee's obligation to pay the PEG ~~and I-Net Capital Grant~~ shall commence ninety (90) days after the end of the billing quarter during which the Town's request was received (the "Grant Commencement Date"). Such grant shall be used by the Town for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities~~, as well as for I-Net capital purposes~~. Payment of the PEG ~~and I-Net~~ grant shall be made annually. The PEG ~~and I-Net~~ Grant payment, along with a brief summary of the information upon which it is based, shall be delivered to the Town annually, no later than sixty (60) days after each anniversary of the Grant Commencement Date.

5.3 PEG Indemnification. All local producers and users of any of the PEG facilities or Channels shall agree in writing to hold harmless Grantee and the Town from any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. Furthermore, all local producers and users of any of the PEG facilities or Channels shall agree in writing, and the Town shall require that such local producer or user agree in writing, to authorize Grantee to transmit programming consistent with this Agreement.

5.4 Itemization. To the extent permitted by federal law, the Grantee shall be allowed

to recover the costs arising from the provision of the PEG ~~and I-Net~~ Grant from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. The parties agree that none of such costs constitutes or is part of any Franchise fee, and all such costs fall within one or more of the exceptions listed in 47 U.S.C. § 542.

~~5.5 I-Net Agreement. The County and the Grantee have agreed to the terms of a Fiber Use Agreement (the "Fiber Agreement"), pursuant to which the Grantee grants the County the continuing right to use the I-Net. The Grantee acknowledges that the Town is an authorized user of the I-Net, and acknowledges that the County and the Grantee have entered into the Fiber Agreement in lieu of agreeing on terms under which the Grantee would construct and maintain Inet facilities to meet the Town's needs as part of this agreement. The parties further agree that any and all payments made to the Grantee pursuant to the Fiber Agreement are capital in nature and that amounts payable to the Grantee pursuant to the Fiber Agreement may be paid from the PEG and I-Net Grant, and the Grantee expressly waives any claim that such payments are prohibited by any provision of applicable law.~~

SECTION 6 - Communications Tax and Franchise Fee

6.1 Communications Tax. Grantee shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended (the "Communications Tax"), and Sections 6.2 through 6.6 of this Agreement shall not have any effect, for so long as the Communications Tax or a successor state or local tax that would constitute a franchise fee for purposes of 47 U.S.C. § 641, as amended, is imposed on the sale of Cable Services by the Grantee to Subscribers in the Town.

6.2 Payment of Franchise Fee to Town. In the event that the Communications Tax is repealed and no successor state or local tax is enacted that would constitute a franchise fee for purposes of 47 U.S.C. § 641, as amended, Grantee shall pay to the Town a Franchise fee of five percent (5%) of annual Gross Revenue, beginning on the effective date of the repeal of such tax (the "Repeal Date"). Beginning on the Repeal Date, the terms of Section 6.2 through 6.6 of this Agreement shall take effect. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter. Should Grantee submit an incorrect amount, Grantee shall be allowed to add or subtract that amount in a subsequent quarter, but no later than ninety (90) days following the close of the calendar year for which such amounts were applicable; such correction shall be documented in the supporting information required under Section 6.3 below.

6.3 Supporting Information. Each Franchise fee payment shall, upon request, be accompanied by a
brief report prepared by a representative of Grantee showing the basis for the computation, and a breakdown by major revenue categories (such as Basic Service, premium service, etc.). The Town shall have the right to reasonably request further supporting information for each Franchise fee payment, subject to the confidentiality provision of Section 8.3.3.

6.4 Limitation on Franchise Fee Actions. The period of limitation for recovery of any

Franchise fee payable hereunder shall be five (5) years from the date on which payment by Grantee is due.

6.5 Bundled Services. This Section 6.5 shall only apply if state or federal law does not otherwise address the computation of franchise fees or gross revenues in connection with the provision of Cable Service as part of a bundle or package with any Non-Cable Service. If the Grantee bundles Cable Service with Non-Cable Service, the Grantee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading the Franchise fee payments under this Agreement.

6.6. Audit.

6.6.1 Subject to the confidentiality requirements of Section 8.3.3 of this Agreement, the Town, or such Person or Persons designated by the Town, shall have the right to inspect and copy records and the right to audit and to recompute any amounts determined to be payable under this Franchise, without regard to by whom they are held. If an audit discloses an overpayment or underpayment of franchise fees or of the PEG ~~and I-Net grant~~, the Town shall notify the Grantee of such overpayment or unde1payment within ninety (90) days of the date the audit was completed. The Town, in its sole discretion, shall determine the completion date for any audit conducted hereunder. Audit completion is not to be unreasonably delayed by either party.

6.6.2 Subject to the confidentiality requirements of Section 8.3.3 of this Franchise, the Grantee shall be responsible for providing to the Town all records necessary to confirm the accurate payment of franchise fees and the PEG ~~and I-Net grant~~. The Grantee shall maintain such records for five (5) years. The Town's audit expenses shall be home by the Town unless the audit determines the payment to the Town should be increased by more than five percent (5%) in the audited period, in which case the costs of the audit shall be paid by the Grantee to the Town within thirty (30) days following written notice to the Grantee by the Town of the underpayment, which notice shall include a copy of the audit report. If recomputation results in additional revenue to be paid by Grantee to the Town, such amount shall be subject to an interest charge of the Prime rate plus one percent (1 %). If the audit determines that there has been an overpayment by the Grantee, the Grantee may credit any overpayment against its next payment; and, the Town shall waive the interest charge on any past due amounts that were a result of such overpayment by the Grantee. The auditor shall not be compensated on a success based formula, e.g., payment based on a percentage of any underpayment, if any.

6.6.3 The audit provisions set forth in this subsection shall similarly apply to the PEG ~~and I-NET~~ support payments specified in subsection 5.2 of this Franchise.

SECTION 7 - Customer Service Standards; Customer Bills; and Privacy Protection

7.1 Customer Service Standards. Customer service requirements are set forth in Exhibit B, which shall be binding unless amended by written consent of the parties.

7.2 Customer Bills. Customer bills shall be designed in such a way as to present the

information contained therein clearly and comprehensibly to Subscribers, and in a way that (i) is not misleading and (ii) does not omit material information. Notwithstanding anything to the contrary in Section 7.2, above, the Grantee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

7.3 Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 8 - Oversight and Regulation by Town

8.1 Oversight of Franchise. In accordance with applicable law, the Town shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

8.2 Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Town shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC' s rules.

8.3 Maintenance of Books, Records, and Files.

8.3.1 Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Town, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the Town shall be retained by the Grantee for a minimum period of three (3) years.

8.3.2 File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

8.3.3 Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information which it

reasonably deems to be proprietary or confidential in nature, except as provided herein. The Town ~~City~~ shall further have the right to have independent consultants employed by the Town ~~City~~ review such disclosed information, contingent upon and subsequent to the execution by such consultants of any relevant non-disclosure agreements ("NDA") that may be required by the Franchisee. Such confidential information shall be subject to the following, to be applied as is most practicable for the purposes of this Agreement:

8.3.3.1 To the extent an exemption under the Virginia Freedom of Information Act permits the Town to maintain the confidentiality of submitted information and the Grantee submits such information to the Town, the Town shall maintain the confidentiality of such information and not disclose it to any public request; or,

8.3.3.2 To the extent that information provided to an accountant, attorney, consultant, or any other agent of the Town ("Town Consultant") would not be subject to public disclosure under the Virginia Freedom of Information Act and the Town instructs the Grantee to provide such information to the Town Consultant as may be required by this Agreement, the Grantee shall provide such information to the Town Consultant and the Town shall not take possession of the information nor engage in any act that would jeopardize the confidentiality of such information; or,

8.3.3.3 Franchisee must provide the following documentation to the Town: (i) specific identification of the information; (ii) statement attesting to the reason(s) the Franchisee believes the information is confidential; and (iii) statement that the documents are available at the Franchisee's designated offices for inspection by the Town.

8.3.4 At all times, the Town shall take reasonable steps to protect the proprietary and confidential nature of any books, records, maps, plans or other Town-requested documents that are provided pursuant to this Agreement to the extent they are designated as such by the Franchisee. Nothing in this Section shall be read to require the Franchisee to violate federal or state law protecting Subscriber privacy.

8.4 Records Required. The Grantee shall at all times maintain:

8.4.1 Records of all written complaints for a period of three years after receipt by the Grantee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Grantee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

8.4.2 Records of outages for a period of three years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.4.3 Records of service calls for repair and maintenance for a period of three years after resolution by Grantee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.4.4 Records of installation/reconnection and requests for service extension for a period of three years after the request was fulfilled by Grantee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

8.5 FCC Testing. Within fourteen (14) days of a written request by the Town, a written report of test results of FCC performance testing will be provided to the Town Manager.

8.6 Annual Report. Upon receipt of a written request from the Town, and no later than one hundred twenty (120) days after the end of the Grantee's fiscal year, the Grantee shall submit a written report to the Town, in a form reasonably satisfactory to the Town, which shall include:

8.6.1 An annual summary of complaints, identifying both number and nature of the complaints received and an explanation of the disposition.

8.6.2 A copy of the Grantee's rules, regulations and policies available to Subscribers of the Cable System, including but not limited to (i) all Subscriber rates, fees and charges; (ii) copies of the Grantee's contract or application forms for Cable Services; and (iii) a detailed summary of the Grantee's policies concerning the processing of Subscriber complaints; delinquent Subscriber disconnect and reconnect policies; Subscriber privacy and any other terms and conditions adopted by the Grantee in connection with the provision of Cable Service to Subscribers;

8.7 Periodic Review.

8.7.1 The Town may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Franchise. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Grantee's compliance to the terms and conditions of this Franchise Agreement, with emphasis on PEG Access Channels, facilities and support; customer service and complaint response; and (ii) hear comments, suggestions and/or complaints from the public. The Town shall provide the Grantee with advance, written notice regarding any known compliance matters that the Town intends to address at the hearing.

8.7.2 The Town shall have the right to question the Grantee on any aspect of this Franchise Agreement including, but not limited to, the operation, maintenance and/or removal of the Cable System. During review and evaluation by the Town, the Grantee shall fully cooperate with the Town and/or his or her designee(s), and produce such documents or other materials relevant to such review as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Town.

8.7.3 Within sixty (60) days after the conclusion of such review hearing(s), the Town may issue a written report with respect to the Grantee's compliance. If noncompliance is found which may result in a violation of any of the provisions of this Franchise Agreement, the Grantee shall respond in accordance with Section 12.1.

SECTION 9 - Transfer or Change of Control of Cable System or Franchise

9.1 No transfer of this Franchise shall occur without the prior written consent of the Town, which consent shall not be unreasonably withheld, delayed or conditioned. No transfer shall be made to a Person, group of Persons or Affiliate that is not legally, technically and financially qualified to operate the Cable System and satisfy the obligations hereunder.

9.1.1 No consent shall be required, however, for the transfer of an ownership or other interest in Grantee to the parent of Grantee or to another Affiliate of Grantee; or a transfer of an interest in the Franchise or the rights held by Grantee under the Franchise to the parent of Grantee or to another Affiliate of Grantee.

SECTION 10 - Insurance and Indemnity

10.1 Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Town certificates of insurance designating the Town and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of Three Million Dollars ($3,000,000.00) for bodily injury or death to any one person, and Three Million Dollars ($3,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and Three Million Dollars ($3,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be noncancelable except upon thirty (30) days prior written notice to the Town. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Town from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

10.1.1 Overall limits of liability may be met through any combination of primary and excess liability policies of the Grantee.

10.2 Indemnification. The Grantee shall indemnify, defend and hold harmless the Town, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that result from the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Town shall give the Grantee timely written notice of its obligation to indemnify and defend the Town within a reasonable time of receipt of a claim or action pursuant to this Section. If the Town determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Town.

SECTION 11 - System Description and Service

11.1 System Capacity. During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of eighty (80) channels of video programming with satisfactory reception available to its Subscribers in the Franchise Area.

11.2 Service to School and Government Buildings. The Grantee shall provide without charge within the Franchise Area one service outlet activated for Basic Service to each existing public building listed in Exhibit A, including, without limitation, each public school, each public library, each location occupied by the Town police department, each location occupied by fire and rescue operations, and other locations occupied or used by the Town government for municipal purposes. During the term of this Agreement, the Town may designate additional such locations to receive one service outlet activated for Basic Service by submitting a request for service to the Grantee, and Grantee shall install the service outlet, including the drop line and any necessary equipment, within sixty (60) days of the Town's designation for any drop up to but not exceeding two hundred (200) feet. Exhibit A shall be deemed amended accordingly. For all service outlets, if it is necessary to extend the Grantee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school or public building, the Town shall have the option either of paying Grantee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Grantee from the obligation to provide service to such building. Furthermore, Grantee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable~~; provided, however, that Grantee shall not charge for the provision of Basic Service to the additional service outlets once installed.~~ The Town may extend its one outlet to additional locations throughout the building at its own installation expense without an additional monthly fee for the provision of Basic Service to those locations.

Commented [SF1]: Programming contracts have changed over time and we can no longer offer multiple lines of cable service to one location for free.

11.3 Standby Power. The Grantee shall provide standby power generating capacity at the headend and at all hubs. The Grantee shall maintain motorized standby power generators capable of up to twenty-four (24) hours duration at the headend and all hubs, with automatic response systems to alert the Grantee's Local Management Center when commercial power is interrupted. The power supplies serving the distribution plant shall be capable of providing power to the Cable System for not less than two (2) hours, in the event of an electrical outage.

11.4 Emergency Alert System. Grantee shall comply with the Emergency Alert System requirements of the FCC in order that emergency messages may be distributed over the System.

SECTION 12 - Enforcement of Franchise

12.1 Notice of Violation. In the event that the Town believes that Grantee has not complied with the terms of the Franchise, the Town shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Town shall notify Grantee in writing of the exact nature of the alleged noncompliance.

12.2 Grantee's Right to Cure or Respond. Grantee shall have thirty (30) days from receipt of the written notice described in Section 13.1 to: (i) respond to the Town, if Grantee contests (in whole or in part) the assertion of noncompliance; (ii) cure such default; or (iii) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Town of the steps being taken and the projected date that they will be completed.

12.3 Enforcement. Subject to applicable federal and state law and the terms and conditions of this Agreement, the Town may apply one or a combination of the following remedies if the Town determines that the Grantee is in default of any provision of the Franchise:

12.3.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

12.3.2 Commence an action at law for monetary damages or seek other equitably relief; or

12.3.3 In the case of a substantial material default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 12.4; or,

12.3.4 Assess liquidated damages, or apply any other remedy provided for in this Agreement or applicable federal, state or local laws.

12.4 Revocation. Should the Town seek to revoke the Franchise, the Town shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Town has not received a satisfactory response from Grantee, it may then seek termination of the Franchise at a public hearing. The Town shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

12.4.1 At the designated hearing, Grantee shall be provided a fair opportunity for full participation, in accordance with the standards and procedures then applicable for legislative matters before the Town Council.

12.4.2 Following the public hearing, Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter the Town shall determine (i) whether an Event of Default has occurred; (ii) whether such Event of Default is excusable; and (iii) whether such Event of Default has been cured or will be cured by the Grantee. The Town shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Grantee to effect any cure. If the Town determines that the Franchise shall be revoked, the Town shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of the Town to an appropriate court, which shall have the power to review the decision of the Town *de nova.* Grantee shall be entitled to such relief as the court finds

appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Town.

12.4.3 The Town may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Town's rights under the Franchise in lieu of revocation of the Franchise.

12.5 Performance Guarantees.

12.5.1 Grantee shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Virginia to ensure Grantee's faithful performance of its obligations. The performance bond shall provide that the Town may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Town for Grantee's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 12.1 and 12.2.

The performance bond shall be in the amount of Fifty Thousand Dollars ($50,000.00). Grantee shall not reduce, cancel, or materially change said bond from the requirement contained herein without the express prior written permission of the Town noting that the Town agrees to review the possibility of reducing the aforementioned amount after two (2) years from the effective date of this Agreement with such review taking into account Grantee's performance of its obligations to such point and with any such reduction not to be unreasonably withheld.

~~To ensure the performance of its obligations under this Franchise, the Grantee shall establish a security fund in the form of a letter of credit for the Town in the amount of fifty thousand dollars ($50,000.00) (the "Security Fund"). Recovery under the letter of credit shall be in accordance with the procedures set forth in Section 12.6.3. If at the time of recovery under the letter of credit by the Town, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of the Grantee to the Town until it is paid. Within thirty (30) days of being notified that any amount has been recovered by the Town, the Grantee shall restore the letter of credit to the total amount specified above.~~

~~12.5.2 To further ensure the Grantee's faithful performance of its obligations hereunder, the Grantee shall obtain and maintain during the entire term of the Franchise, and any renewal or extensions thereof, a performance bond from a financial institution licensed to do business in Virginia in the amount of fifty thousand dollars ($50,000.00).~~

12.6 Liquidated Damages.

12.6.1 Because the Grantee's failure to comply with provisions of this Franchise may result in injury to the Town and because it may be difficult to quantify the extent of such injury, the Town and the Grantee agree that, subject to the procedures in Section 12.6.3, liquidated damages may be assessable against the Grantee for certain violations of provisions of this Franchise, and that such liquidated damages may be chargeable to the Grantee's Security Fund up to the limits specified below in the event of non-payment by the Grantee. On an annual basis from the Effective Date of the Franchise, liquidated damages in total will not exceed ten thousand dollars ($10,000) (the "Liquidated Damages Cap"). The Grantee hereby agrees that the liquidated damages specified herein are reasonable and do not constitute a penalty or fine. The liquidated damages shall not apply when non-compliance is caused by Force Majeure events and shall only apply from the date of notice being provided to the Grantee unless otherwise provided for or consistent with the time periods of notice and cure specific to certain liquidated damages.

12.6.1.1 Failure to supply information, reports, or filings lawfully required under the Franchise: **$200 per day** for each day the violation continues after the Grantee is given a thirty (30) day period to cure the failure and then written notice has been provided to the Grantee by the Town of such continuing violation;

12.6.1.2 Failure to file, obtain, maintain or replenish the security fund in a timely fashion: **$200 per day,** following a fourteen (14) day cure period;

12.6.1.3 For violation of applicable technical standards established by the FCC or other lawful authority: **$200 per day** for each day the violation continues after a thirty (30) day cure period;

12.6.1.4 For each day during which the Town determines that the Grantee has violated customer service standards pursuant to Exhibit B, except for those standards set faith in Subsection 12.6.1.5 below: $200 per violation, following a seven (7) day cure period, except that such cure period does not apply to customer service standards that themselves provide a time to act or a specific cure period;

12.6.1.5 For failure to meet customer service standards with regard to telephone answering time, time to transfer a call to a customer service representative,-or excessive busy signals: if such standards are not met according to the terms in which such standards are established in Exhibit B: $100 for each quarter in which such standards were not met if the failure was by less than 5%; $200 for each quarter in which such standards were not met if the failure was by 5% or more but less than 15%; and $300 for each quarter in which such standards were not met if the failure was by 15% or more;

12.6.1.6 For failure to comply with the requirements for the provision of PEG programming: **$200 per day.**

12.6.2 The Town Manager or Town Council may reduce or waive any of the above-listed liquidated damages if the Town Manager or Town Council determines that such waiver is in the best interests of the Town.

12.6.3 If the Town Manager, following reasonable notice to the Grantee to cure any problem (except for specific notice periods as may be contained in this Agreement) that might result in liquidated damages pursuant to the Agreement, determines that the assessment of liquidated damages is justified, he or she shall issue to the Grantee, by certified mail, a notice of intention to assess liquidated damages. The notice shall set forth the basis of the assessment, and shall inform the Grantee that liquidated damages will be assessed from the date of the notice unless the assessment notice is appealed for hearing before the Town Council and the Town Council rules (1) that the violation has been corrected, or (2) that an extension of the time or other relief should be granted, or (3) the Town Council disagrees with the findings of the Town Manager. If the Grantee desires a hearing before the Town Council, it shall send a written notice of appeal, by certified mail, to the Town Manager within ten (10) days of the date on which the Town Manager sent the notice of intention to assess liquidated damages. After the hearing, if the Town Council sustains, in whole or in part, the Town Manager's assessment of liquidated damages, the Town Council may at any time thereafter draw upon the security fund for the amount reviewed by the Town Council after providing the Grantee thirty (30) days to pay said amount. Unless the Town Council indicates to the contrary, said liquidated damages shall be assessed beginning with the date on which the Town Manager sent the notice of intention to assess liquidated damages and continuing thereafter until such time as the violation ceases, as determined by the Town Manager.

12.7 Technical Violation. The Town agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area.

SECTION 13 - Miscellaneous Provisions

13.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by events which constitute a Force Majeure, as defined herein.

13.2 Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Town: Town Manager/Keith Dalton
101 Chalmers Court, Suite A
Berryville, Virginia 22611

With copy to: Town Council, c/o ~~Ann Phillips,~~ Town Clerk
101 Chalmers Court, Suite A
Berryville, Virginia 22611

To the Grantee: Shenandoah Cable Television, LLC
500 Shentel Way
Edinburg, VA 22824
Attn: Regulatory & Industry Affairs

13.3 Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Town and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. If the terms of this Agreement are materially altered due to changes in governing law (including but not limited to the law of the Franchisors), then the patties shall negotiate in good faith to reconstitute this Agreement in a form that is consistent with such law and also, to the maximum extent possible, is consistent with the original intent of Franchisee and the Franchisors and preserves the benefits bargained for by each party.

13.4 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5 Incorporation by Reference.

13.5.1 All presently and hereafter applicable conditions and requirements of federal, State and local laws, including but not limited to the rules and regulations of the FCC and the Commonwealth of Virginia, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. All such general laws, rules and regulations, as amended, shall control the interpretation and performance of this Franchise to the extent that any provision of this Franchise conflicts with or is inconsistent with such laws, rules or regulations.

13.5.2 Should the Commonwealth of Virginia, the federal government or the FCC require Grantee to perform or refrain from performing any act the performance or nonperformance of which is inconsistent with any provisions herein, the Town and Grantee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

13.5.3 Governing Law. This Franchise Agreement shall be deemed to be executed in the Commonwealth of Virginia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the Commonwealth of Virginia, as applicable to contracts entered into and performed entirely within the Commonwealth.

13.6 Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Town and the Grantee, which amendment shall be authorized on behalf of the Town through the adoption of an appropriate resolution or order by the Town, as required by applicable law.

13.7 No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8 No Waiver of Rights.

13.8.1 The failure of the Town on one or more occasions to exercise a right or to require compliance or performance under this Franchise Agreement, the Cable Ordinance or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Town, nor to excuse Grantee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

13.8.2 The failure of the Grantee on one or more occasions to exercise a right under this Franchise Agreement or applicable law, or to require performance under this Franchise Agreement, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Town from performance, unless such right or performance has been specifically waived in writing

13.9 Administration. The administration of this Agreement shall be vested in the Town Manager, or his or her designee. When not otherwise prescribed herein, all matters herein required to be filed with the Town shall be filed with the Town Manager.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set fo1ih below, as of the date set forth below:

Attest

Town of Berryville, VA

By: _____

_____

Name:_____

Title:_____

Attest

Shenandoah Cable Television, LLC

By: _____

_____

Name:_____

Title:_____

EXHIBIT A

FACILITIES TO BE PROVIDED COURTESY CABLE SERVICE

Location	**Address**
Government Center	101 Chalmers Ct. Berryville VA 22611
Public Works	201 Tom Whitacre Cir Berryville VA 22611
Sheriff's Office	100 N. Church St Berryville, VA 22611
Circuit Court Building	102 N. Church St Berryville, VA 22611
General District Court	104 N. Church St Berryville, VA 22611
Social Services	311 E. Main St Berryville, VA 22611
Old Library	36 E. Main St Berryville, VA 22611
Enders Fire Station	9 S. Buckmarsh St Berryville, VA 22611
Johnson-Williams Middle School	200 Swan Ave Berryville, VA 22611
School Board Office	309 W. Main St Berryville, VA 22611
Pupil Personnel	321 W. Main St Berryville, VA 22611
Alternative Education	317 W. Main St Berryville, VA 22611
High School	627 Mosby Blvd Berryville, VA 22611

EXHIBIT B

CUSTOMER SERVICE STANDARDS

SECTION 1: DEFINITIONS

A. Respond: Grantee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. Service Call: The action taken by the Grantee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

C. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Franchise Area.

D. Standard Installation: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

E. Normal Operating Conditions: Those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

SECTION 2: TELEPHONE AVAILABILITY

A. The Grantee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Grantee representatives trained and qualified to answer questions related to Cable Service in the Franchise Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. Grantee representatives shall identify themselves by name when answering this number.

B. The Franchisee's toll-free telephone numbers will appear on Subscriber bills, the Franchisee's website and in the annual notice.

C. Grantee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options. After the first tier menu (not including a foreign language rollout), if Subscribers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Grantee may reasonably substitute this requirement with another method of handling calls from Subscribers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Grantee shall be answered within thirty (30) seconds. The Grantee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers in the Town, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Grantee at all call centers receiving calls from Subscribers in the Town, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Grantee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

F. Upon request from the Town, but in no event more than once a quarter thirty (30) days following the end of each quarter, the Grantee shall report to the Town the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D.

(2) Percentage of time Subscribers received busy signal when calling the customer service center as set fo1ih in Subsection 2.E.

Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request.

G. At the Grantee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Grantee shall notify the Town of such a change at least thirty (30) days in advance of any implementation.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Grantee-supplied equipment and Cable Service. Drop wires in underground service areas that are temporarily placed above ground shall be buried within thirty (30) calendar days of the date and time of the temporary installation, except in those situations where weather conditions make trenching impractical.

B. Under Normal Operating Conditions, Standard Installations shall be performed within seven (7) business days after an order is placed.

The Grantee shall meet this standard under Normal Operating Conditions for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis.

C. The Grantee shall provide the Town with a report upon request from the Town, but in no event more than once a quarter thirty (30) days following the end of each quarter, noting the percentage of Standard Installations completed within the seven (7) day period. Those requested outside of the seven (7) day period by the Subscriber will be included as compliant. Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request.

At the Grantee's option, the measurements and reporting of above may be changed from calendar quarters to billing or accounting quarters. The Grantee shall notify the Town of such a change not less than thirty (30) days in advance.

D. The Grantee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Grantee's discretion, the Grantee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

E. Upon the Subscriber's request, the Grantee's service representatives will have the ability to issue service credits, at their sole discretion, to address Subscriber complaints related to missed appointments.

F. Under Normal Operating Conditions, the Grantee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If the Grantee representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber shall be contacted. The appointment shall be rescheduled, as necessary, at a time which is convenient for the Subscriber.

G. Between the time a new Subscriber is signed up for service and the time service is installed, he or she shall be afforded a right of rescission.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Grantee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Grantee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Town and each affected Subscriber in the Franchise Area have been given ~~fifteen (15)~~ reasonable ~~days~~ prior notice of the proposed

Significant Outage. Notwithstanding the foregoing, Franchisee may perform modifications, repairs and upgrades to the System without prior notification between 12.01 a.m. and 6 a.m., which may interrupt service.

B. Grantee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

C. Under Normal Operating Conditions, the Grantee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Franchise Area.

(2) The Grantee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Town of a Cable Service problem.

D. Under Normal Operating Conditions, the Grantee shall complete Service Calls within seventy-two (72) hours of the time Grantee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption.

E. The Grantee shall meet the standard in Subsection D. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

F. The Grantee shall provide the Town with a report upon request from the Town, but in no event more than once a quarter within thirty (30) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request. At the Grantee's option, the above measurements and reporting may be changed for calendar quarters to billing or accounting quarters. The Grantee shall notify the Town of such a change at least thirty (30) day in advance.

G. Under Normal Operating Conditions, the Grantee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Grantee to verify the problem if requested by the Grantee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

H. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Grantee shall issue a credit to every affected Subscribers who contacts the Grantee in connection with

such Outage, including, without limitation, to notify Grantee of the Outage, to request a credit, or to inquire as to the remedies available for loss of service related to the Outage. The credit shall be in the amount equal to the respective Subscriber's monthly recurring charges for the proportionate time the Cable Service was out, or in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Grantee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage. Failure to provide a credit in a timely manner in accordance with this section shall be deemed a violation of customer service standards, and subject to all applicable remedies, including, without limitation, liquidated damages pursuant to Section 13.7.1.5 of the Franchise Agreement.

I. With respect to service issues concerning Cable Services provided to Town facilities, Grantee shall Respond to all inquiries from the Town within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the Grantee shall notify the Town in writing as to the reason(s) for the delay and provide an estimated time of repair.

J. The Grantee shall keep maintenance crew and repair staff to meet the Grantee's obligations under these Customer Service Standards.

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Grantee shall investigate Subscriber complaints referred by the Town within seventy-two (72) hours. The Grantee shall notify the Town of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The Town may require reasonable documentation to be provided by the Grantee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Grantee shall perform those actions, which, in the normal course of business, are necessary to investigate the Subscriber's complaint and advise the Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Grantee shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes and/or other governmentally imposed fees. The Grantee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Grantee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is

current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to Grantee within five (5) days prior to the due date; and

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

(4) It shall be within the Grantee's sole discretion to dete1mine when the dispute has been resolved.

E. Under Normal Operating Conditions, the Grantee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. The Grantee shall provide a telephone number and address on the bill for Subscribers to contact the Grantee. The Town, furthermore, hereby requests that Grantee omit publishing information specified in 47 C.F.R. § 76.952.

G. The Grantee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Town upon written request.

H. The Grantee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Grantee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Grantee, the payment alternative may be limited.

SECTION 7: DEPOSITS, REFUNDS AND CREDITS

A. The Grantee may require refundable deposits from Subscribers with 1) a poor credit or poor payment history, 2) who refuse to provide credit history information to the Grantee, or 3) who rent Subscriber equipment from the Grantee, so long as such deposits are applied on a nondiscriminatory basis.

B. The Grantee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. The

Grantee shall pay interest on other deposits if required by law.

C. Under Normal Operating Conditions, refund checks will be issued within next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by the Grantee or its authorized agent. Appropriate time considerations shall be included in the Grantee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 8: RATES, FEES AND CHARGES

A. The Grantee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Grantee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Grantee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Grantee's equipment (for example, a dog chew).

B. The Grantee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 9: DISCONNECTION /DENIAL OF SERVICE

A. The Grantee shall not terminate Cable Service for nonpayment of a delinquent account unless the Grantee provides a notice of the delinquency and impending termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending te1mination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Grantee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Grantee's equipment, abusive and/or threatening behavior toward the Grantee's employees or representatives, or refusal to provide credit history information or refusal to allow the Grantee to validate the identity, credit history and credit worthiness via an external credit agency.

D. Charges for Cable Service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be~~y~~ applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by the Grantee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Grantee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by the Grantee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from the Grantee and to receive Cable Service or other multi-channel video service from another Person or entity.

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

A. All Grantee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Grantee shall wear a clearly visible identification card bearing their name and photograph. The Grantee shall make reasonable effort to account for all identification cards at all times. In addition, all Grantee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Grantee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Grantee vehicles shall have the Grantee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Grantee shall have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Grantee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Grantee shall be conducted in a courteous manner.

C. Upon request by the Town, t~~T~~he Grantee shall ~~send~~ include in annual notices to all Subscribers informing them that any
complaints or inquiries not satisfactorily handled by the Grantee may be referred to the Town.

D. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

E. The Grantee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Grantee, and the Grantee shall provide a copy of the notice to the Town including how and where the notice was given to Subscribers.

F. The Grantee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Grantee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Grantee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address and telephone number of the Town, but with a notice advising the Subscriber to initially contact the Grantee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Grantee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Grantee's office to which complaints may be reported.

A copy of all notices to Subscribers required by this Subsection 1 O.F. will be given to the Town as soon as possible.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

I. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and,

(4) The telephone number for the Grantee where the Subscriber can receive additional information about their account and discuss the pending termination.

EXHIBIT C

PUBLIC RIGHTS-OF-WAY STANDARDS OF WORK

Grantee hereby agrees to abide by the Town's standard public rights-of-way standards of work. As of the effective date of this agreement are as follows:

1. Grantee shall provide at least 48 hours' notice to the Town of Berryville ~~Director of Public Works~~ prior to the commencement of work. Said notice shall be provided to the Department of Public Works and the Town Business Office.

2. All work must be performed in accordance with the current version of the Town of Berryville Construction Standards and Specifications Manual located at: Construction Standards and Specifications Manual

3. Restoration of public ways, rights-of-ways, easements and other areas shall be completed at the cost of the Grantee and shall be completed within twenty (20) business days of the work causing the disturbance. This timeframe is allowed to be extended if seasonal effects prevents the restoration from being properly completed. Furthermore, in the event that the nature of a disturbance prohibits complete restoration within twenty (20) days, temporary restoration may be acceptable with the agreement of the Town Director of Public Works until permanent restoration can be accomplished. Inspection of the restoration shall be conducted by the Town of Berryville Director of Public Works. All such work shall be approved before the permit is closed and bonds released.

Commented [SF2]: In some instances, such as hardscape restorations, a temporary patch will be put in place as soon as work is completed, but it can take longer than 20 days to get a permanent patch done.

4. Additional permits issued by the Town of Berryville may be required including, but not limited to Land Use Permit, Entrance Permit, and Work Zone Traffic Control Certification.

5. Grantee shall post bonds for work as required by the Town.

Report of the Department of Public Works
October 1, 2024

General Information

The two storm drain structures on the east end of Walnut Street that were slated for repair/replacement have finally been replaced. Both boxes were removed and new structures poured in place.

We are now in the process of inspecting and servicing our snow removal equipment and getting ready for VDOT's annually contract inspection. This year's equipment inspection is scheduled for October 9, 2024.

Water

We experienced no water breaks or service calls this past month.

Public Work personnel assisted the Public Utilities Department with treatment train cleaning and maintenance This three-day project went well.

Sewer

Public Works personnel cleaned and inspected the membranes at the wastewater treatment plant. The two-day project went well.

Public Utilities Department Report
8 October 2024

Item Title: Department Update
Prepared By: Jean Petti

Water Treatment Plant Activity Berryville's utilities staff has been producing water sufficient to meet the community's needs despite heavy rainfall's impact on river conditions.

Haloacetic Acid exceedance continues. The average levels of Haloacetic Acids over the four-quarter period ending with the third quarter of 2024 were 0.067 mg/L at monitoring locations on Dunlap Drive and McNeil Drive.

A deep clean of half the settling tubes at the water treatment plant was accomplished the first week of August and the second half were cleaned the week of September 9th.

Wastewater Treatment Plant Activity Membrane cleaning was accomplished on the 23rd-24th September. Many thanks to Public Works staff for their hard work!

New non-potable water tanks were installed that have reduced the vibration of pipes in the non-potable system, which is essential for cleaning, mixing, etc. This is anticipated to reduce wear and resultant repairs.

Department General Activity Assistance is available for those residents who are unable to complete the VDH-required Lead Service Line Inventory Questionnaire. Anyone who needs directions, additional copies of the form, or even an in-person visit to determine the material of their water service line is encouraged to call the Business Office. The initial inventory is due 16 October 2024. Addresses which are *Lead, Galvanized Requiring Replacement,* or *Unknown* will receive notification following the submission of the Inventory and guidance will be provided as available.

BERRYVILLE POLICE DEPARTMENT

101 Chalmers Ct., Suite A, Berryville VA 22611
(T) 540.955.3863 (F) 540.955.0207
policeadmin@berryvilleva.gov
W. Neal White – Chief of Police

MEMO

DATE: 10/01/2024
TO: Town Council
FROM: Chief W. Neal White
CC:
RE: Police Department Monthly Report – 10/08/2024

Monthly Activity Report

The activity report for the month of September 2024 is attached to this report.

Public Safety Committee

The Public Safety Committee did not meet in September 2024.

CPR / AED Training

All town staff completed CPR / AED and First Aid training in the month of September.

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Police and Security Report

Month/Year: September 2024	Year To Date 2024	September 2024	August 2024
Complaints Answered			
911 Hang Up:	16	3	1
Alarms:	51	5	9
Animal Complaint:	107	20	10
Assault:	11	2	0
Assist County:	123	8	13
Assist EMS and Fire:	82	6	4
Auto Larceny:	1	0	0
Burglary:	12	0	0
Civil Complaints:	75	9	5
Disturbance:	33	3	4
Domestic Disturbance:	22	1	1
Driving Under the Influence	12	2	3
Drunk In Public:	3	1	0
Fraud:	30	3	4
Larceny:	32	6	2
Harassment/Intimidation:	25	4	1
Homicide:	0	0	0
Identity Theft	6	2	1
Juvenile Related:	22	4	0
Mental Health Crisis:	43	4	8
Narcotics Related:	4	2	0
Noise	19	2	3
Public Service:	41	3	14
Sexual Assault:	2	2	0
Robbery:	2	0	0
Shoplifting:	0	0	0
Suspicious Activity:	132	18	12
Trespassing:	12	1	2
Vandalism:	21	1	2
Welfare Check:	81	11	14
Miscellaneous Complaints:	507	40	18
Total Complaints Answered:	1527	163	131

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Police and Security Report (Continued)

	Year To Date 2024	September 2024	August 2024
Traffic			
Accidents Investigated:	41	6	8
Assist Motorist:	13	4	8
Child Safety Seat Install:	3	0	0
Funeral Escort:	27	2	5
Hit & Run:	7	2	2
Parking Tickets:	13	1	0
Traffic Warnings:	465	56	48
Traffic Summons Issued			
Defective Equipment:	0	0	0
Driving Suspended:	9	0	2
Expired Inspection:	10	1	0
Expired Registration:	10	2	4
Fail to Obey Highway Sign:	93	8	24
Fail to Obey Traffic Signals:	0	0	0
Fail to Stop/Lights & Siren:	0	0	0
Fail to Yield Right of Way:	2	0	0
Hit and Run:	0	0	0
No Liability Insurance:	0	0	0
No Operator's License:	14	2	1
No Seat Belt:	0	0	0
Reckless Driving:	7	0	1
Speeding:	80	11	14
Miscellaneous Summons:	19	1	1
Total Traffic Summons Issued:	243	24	36
Found Open at Businesses in Town			
Doors:	10	4	3
Windows:	0	0	0
Garage Doors:	0	0	0

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Police and Security Report (Continued)

	Year To Date 2024	September 2024	August 2024
Criminal Papers Served			
Abduction:	0	0	0
Arson:	0	0	0
Assault and Battery:	5	1	0
Assault and Battery on Police Officer:	3	0	0
Auto Larceny:	0	0	0
Breaking and Entering:	0	0	0
Capias:	6	1	0
Disorderly Conduct:	0	0	0
Driving Under the Influence:	9	2	3
Drunk In Public:	7	2	1
Fail to Obey Police Officer:	0	0	0
Fail to Pay Parking Ticket:	0	0	0
Forgery:	4	0	0
Fraud:	5	2	0
Homicide:	0	0	0
Illegal Drugs/Paraphernalia:	2	0	0
Larceny:	9	0	0
Possess Alcohol Underage:	1	1	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:	1	0	0
Vandalism:	1	0	0
Weapons Violation:	1	0	0
Miscellaneous Criminal Arrests:	21	1	6
Juvenile Detention Order Totals:	0	0	0
Total Criminal Arrests:	78	10	10

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Police and Security Report (Continued)

	Year To Date 2024	September 2024	August 2024
Response to Resistance			
Total Community Interface	2356	261	243
Total Enforcement Contacts	777	86	94
Physical Custody	31	6	5
Reported Force Involved	3	0	0
Administrative Review - Justified	3	0	0
Administrative Review - Not Justified	0	0	0
Complaint of Injury - Arrestee	0	0	0
Medical Treatment for Injury - Arrestee	0	0	0
Complaint of Injury - Officer	0	0	0
Medical Treatment for Injury - Officer	0	0	0
Type of Force Involved			
Compliance Hold / Open Hands	3	0	0
Takedown	0	0	0
Strikes (Hands / Knees)	0	0	0
Chemical Sprays (O.C.)	0	0	0
Impact Weapon (Baton)	0	0	0
Mechanical Non-Lethal	0	0	0
Firearm	0	0	0
Arrestee Demographics			
White Male	20	4	3
Black Male	7	0	0
Other Male	0	0	0
White Female	14	2	2
Black Female	0	0	0
Other Female	0	0	0

Administration and Finance Report
October 8, 2024

Item Title:
Report of the Administration and Finance Department

Prepared By:
Cynthia Poulin, Treasurer

Attachments

1. Cash Balance(s) Report
2. ARPA Update

Recommendation
Presented for Council review

Cash Balance Report

Period Ending 9/30/2024

Town of Berryville

10/2/2024 1:56 PM

	Bank Information	Balance
1	Bank of Clarke Operating Acct#- 1138499	-$118,524.55
2	Bank of Clarke NOW Acct#- 1138502	$8,517,206.69
3	Bank of Clarke Payroll Acct#- 1138510	$40,171.32
4	Bank of Clarke CIP Acct#- 1138405	$15,689,383.13
5	Bank of Clarke SW Acct#- 1138413	$483,247.19
6	Bank of Clarke PDAF Acct#- 1138421	$25,454.01
7	Bank of Clarke DSR Acct#- 1138456	$112,523.51
9	Bank of Clarke RAU Acct#- 1138472	$949.78
10	Bank of Clarke VRA Reserve Acct#- 6041647	$470,000.00
11	Bank of Clarke Proffer Reserve Acct#- 1897098	$90,322.33
12	Bank of Clarke Performance Bonds Acct#- 1910841	$11,312.52
13	TRUIST Acct#- 5137523525	$568,606.87
14	Bank of Clarke PD Contributions Acct#- 5759859	$6,143.52

Total Cash Balance:	$25,896,796.32

Check Listing

Date From: 9/1/2024 Date To: 9/30/2024
Vendor Range: 1-800 FLOWERS - ZUKOWSKI FLEET SERVICES INC

Check Number	Bank	Vendor	Date	Amount
9219	1	CAMRYN SHENDOW	09/04/2024	**$80.26**
9220	1	INBODEN ENVIRONMENTAL SVCS	09/04/2024	**$14,660.85**
9221	1	JOHN DAVIDSON	09/04/2024	**$52.66**
9222	1	KERBY JULIE ROBIN 11238	09/04/2024	**$18.51**
9223	1	RIDDLEBERGER BROTHERS	09/04/2024	**$7,014.00**
9224	1	SHERWOOD-LOGAN & ASSOC	09/04/2024	**$885.00**
9225	1	Total Pest Services, Inc	09/04/2024	**$237.00**
9226	1	ANDERSON LAWN CARE, INC.	09/12/2024	**$1,630.00**
9227	1	AT&T	09/12/2024	**$544.67**
9228	1	Barns of Rose Hill	09/12/2024	**$389.00**
9229	1	COMBS WASTEWATER MANAGEMENT LLC	09/12/2024	**$75.00**
9230	1	CORE & MAIN LP	09/12/2024	**$4,559.85**
9231	1	DIANE M HARRISON	09/12/2024	**$40.00**
9232	1	FRAZIER & FRAZIER INC	09/12/2024	**$665.00**
9233	1	H. Allen Kitselman	09/12/2024	**$75.00**
9234	1	Hall, Monahan, Engle, Mahan & Mitchell	09/12/2024	**$2,527.50**
9235	1	Jean Petti	09/12/2024	**$50.00**
9236	1	JOHN E HUDSON	09/12/2024	**$40.00**
9237	1	Keith Dalton	09/12/2024	**$50.00**
9238	1	LANGUAGE LINE SERVICES INC	09/12/2024	**$43.92**
9239	1	Northern Shenandoah Valley Regional Commission	09/12/2024	**$708.45**
9240	1	PENNONI ASSOCIATES INC	09/12/2024	**$3,282.50**
9241	1	Southern Software, Inc.	09/12/2024	**$6,399.00**
9242	1	Stuart M. Perry, Inc	09/12/2024	**$3,729.93**
9243	1	The Hall Company	09/12/2024	**$1,679.49**
9244	1	The Winchester Star	09/12/2024	**$3,196.95**
9245	1	THOMSON REUTERS	09/12/2024	**$109.20**
9246	1	Treasurer of Frederick County	09/12/2024	**$8,096.52**
9247	1	USA Bluebook	09/12/2024	**$260.46**
9248	1	Valley Automation	09/12/2024	**$3,229.26**
9249	1	VALLEY ICE LLC	09/12/2024	**$333.24**
9250	1	VUPS	09/12/2024	**$74.75**

Check Listing

Date From: 9/1/2024 Date To: 9/30/2024
Vendor Range: 1-800 FLOWERS - ZUKOWSKI FLEET SERVICES INC

Check Number	Bank	Vendor		Date	Amount
9251	1	ARAGON ALCANTARA CARLOS OVIDIO	10637	09/18/2024	**$188.53**
9252	1	BERRYVILLE AUTO PARTS		09/18/2024	**$450.95**
9253	1	CHARLIE OBAUGH AUTO GROUP OF STAUNTON INC		09/18/2024	**$39,968.00**
9254	1	Griffith Energy Services, Inc.		09/18/2024	**$3,503.17**
9255	1	Hach Company		09/18/2024	**$16,930.00**
9256	1	Keith Dalton		09/18/2024	**$44.80**
9257	1	Michelle M. Jones		09/18/2024	**$1,100.00**
9258	1	Shade Equipment Company		09/18/2024	**$27,902.02**
9259	1	TAYLOR TECHNOLOGIES, INC.		09/18/2024	**$178.98**
9260	1	THE POLICE AND SHERIFFS PRESS		09/18/2024	**$17.60**
9261	1	Treasurer of Virginia - DEQ		09/18/2024	**$3,408.00**
9262	1	USA Bluebook		09/18/2024	**$49.39**
9263	1	VIRASEC IT Support Services, Inc.		09/18/2024	**$3,791.60**
9264	1	Waterloo Electric Service, LLC		09/18/2024	**$2,600.00**
46		Checks Totaling -			**$164,871.01**

Totals By Fund

	Checks	Voids	Total
100	$55,639.62		$55,639.62
501	$38,077.21		$38,077.21
502	$71,154.18		$71,154.18
Totals:	$164,871.01		$164,871.01

BANK OF AMERICA

BERRYVILLE TOWN OF
[redacted]

Purchasing Card

September 01, 2024 - September 30, 2024

Company Statement

Account Information

Mail Billing Inquiries to:
BANKCARD CENTER
PO Box 660441
Dallas, TX 75266-0441

TTY Hearing Impaired:
Dial "711"

Outside the U.S.:
1.509.353.6656 24 Hours

For Lost or Stolen Card:
1.888.449.2273 24 Hours

Payment Information

Statement Date	09/30/24
Payment Due Date	**10/25/24**
Days in Billing Cycle	30
Credit Limit	$500,000
Cash Limit	$0
Total Payment Due	**$76,487.94**

Account Summary

Previous Balance	$100,503.44
Payments	-$100,503.44
Credits	$0.00
Cash	$0.00
Purchases	$76,487.94
Other Debits	$0.00
Overlimit Fee	$0.00
Late Payment Fee	$0.00
Cash Fees	$0.00
Other Fees	$0.00
Finance Charge	$0.00
Current Balance	$76,487.94

Important Messages

Please do not send payment. Your automatic payment is scheduled to be credited to this account on 10/25/24.

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

Cardholder Activity Summary

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

0050344 7648794 7648794 47152912018 37237

Account Number: [redacted]
September 01, 2024 - September 30, 2024

Total Payment Due $76,487.94
Payment Due Date 10/25/24

Enter payment amount

$.

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

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

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

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

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

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

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

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

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

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.

Cardholder Activity Summary

Account Number / Credit Limit	Credits	Cash	Purchases and Other Debits	Total Activity
BOOR, RICK [redacted]				
15,000	0.00	0.00	10,629.42	10,629.42
BOOTH, KEVIN [redacted]				
1,000	0.00	0.00	710.28	710.28
BRISTOL, TIM [redacted]				
50,000	0.00	0.00	80.00	80.00
BUSSERT, ERNIE [redacted]				
47,425	0.00	0.00	28.90	28.90
DALTON, KEITH [redacted]				
50,000	0.00	0.00	20,000.00	20,000.00
DODSON, MIRANDA [redacted]				
1	0.00	0.00	90.98	90.98
ELLIOTT, RALPH [redacted]				
50,000	0.00	0.00	923.52	923.52
GREEN, CONNOR [redacted]				
1,500	0.00	0.00	18.06	18.06
GRIFFITH, RICHARD A [redacted]				
1,500	0.00	0.00	95.12	95.12
JOHNSON, KAREN [redacted]				
1,000	0.00	0.00	830.96	830.96
LINK, BRIAN [redacted]				
50,000	0.00	0.00	287.54	287.54
MCCORMICK, HARRY [redacted]				
1,500	0.00	0.00	100.00	100.00
MILBURN, AUSTIN [redacted]				
1,500	0.00	0.00	392.79	392.79
PETTI, JEAN [redacted]				
50,000	0.00	0.00	17,649.59	17,649.59
POULIN, CYNTHIA [redacted]				
50,000	0.00	0.00	19,563.89	19,563.89
SHARP, BRIAN [redacted]				
1,500	0.00	0.00	58.22	58.22
SHEETZ, CULLEN [redacted]				
1,500	0.00	0.00	247.10	247.10
SHEPPARD, JEFF [redacted]				
1,500	0.00	0.00	33.29	33.29
SHOREMOUNT, JOSEPH E [redacted]				
1,500	0.00	0.00	581.75	581.75
STOVER, KEITH [redacted]				
50,000	0.00	0.00	1,157.79	1,157.79
WHITE, NEAL [redacted]				
15,000	0.00	0.00	3,008.74	3,008.74

Transactions

Posting Date	Transaction Date	Description	Reference Number	MCC	Charge	Credit
BERRYVILLE TOWN OF						**Total Activity**
Account Number: [redacted]						**-$100,503.44**
09/24	09/24	AUTO PAYMENT DEDUCTION		0071		100,503.44
BOOR, RICK						**Total Activity**
Account Number: [redacted]						**10,629.42**
09/04	09/03	BROY & SON PUMP SERVICE 540-9553928 VA	24073144247900010500017	1799	1,267.50	
09/04	09/03	GRIFFITH ENERGY SERVIC 888-474-3391 MD	24941684247034222097045	4900	2,127.29	
09/05	09/03	MEADOWS FARMS - WINC-22 540-7224141 VA	24073144248900014348685	5261	1,023.97	
09/17	09/16	BROY & SON PUMP SERVICE 540-9553928 VA	24073144260900011100025	1799	487.50	
09/20	09/19	TRIPS AUTO SALES BERRYVILLE VA	24327434263357600955440	5533	75.00	
09/24	09/23	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974268098302935695	5251	29.37	
09/26	09/25	BROY & SON PUMP SERVICE 540-9553928 VA	24073144269900011700015	1799	825.00	
09/26	09/25	BROY & SON PUMP SERVICE 540-9553928 VA	24073144269900011700023	1799	4,793.79	
BOOTH, KEVIN						**Total Activity**
Account Number: [redacted]						**710.28**
09/04	09/03	SHADE EQUIPMENT CO-WINCHEWINCHESTER VA	24412904247027013651451	5599	93.90	
09/06	09/05	LOWES #00656* WINCHESTER VA	24692164249104054847627	5200	34.04	
09/09	09/06	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974251081437318382	5251	100.84	
09/16	09/13	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974258088402332424	5251	26.69	
09/16	09/14	BATTLEFIELD BOOTS WINCHESTER VA	24755424258282582101202	5661	157.21	
09/19	09/18	COSTCO WHSE #0239 WINCHESTER VA	24943004263057697900623	5300	71.56	
09/23	09/20	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064265058944064602	5533	68.14	
09/26	09/26	Wrangler 888-7848571 NC	24204294270001326496076	5651	157.90	
BRISTOL, TIM						**Total Activity**
Account Number: [redacted]						**80.00**
09/02	08/31	FESTIVAL CLEANERS BERRYVILLE VA	24022444245900013700026	7216	80.00	
BUSSERT, ERNIE						**Total Activity**
Account Number: [redacted]						**28.90**
09/11	09/10	USABlueBook 847-3775150 GA	24793384254002641415052	5085	28.90	
DALTON, KEITH						**Total Activity**
Account Number: [redacted]						**20,000.00**
09/13	09/12	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941664256038123156206	4900	10,000.00	
09/16	09/13	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941664257038587091914	4900	10,000.00	
DODSON, MIRANDA						**Total Activity**
Account Number: [redacted]						**90.98**
09/13	09/12	STAPLS7640438998000001 877-8267755 NJ	24164074256105441319519	5111	90.98	
ELLIOTT, RALPH						**Total Activity**
Account Number: [redacted]						**923.52**
09/03	09/02	Lee Wrangler Myrtle Beach SC	24204294246003255050081	5651	114.44	
09/13	09/12	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974257087351078351	5251	12.82	
09/24	09/23	CLARKE COUNTY AUTOMOTIVE BERRYVILLE VA	24247604267200132318896	7538	761.26	
09/30	09/26	WINCHESTER EQUIPMENT WINCHESTER VA	24073144271900010300011	5599	35.00	
GREEN, CONNOR						**Total Activity**
Account Number: [redacted]						**18.06**
09/02	08/30	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974244074586365114	5251	18.06	
GRIFFITH, RICHARD A						**Total Activity**
Account Number: [redacted]						**95.12**
09/12	09/11	GIANT MARTINS #6558 BERRYVILLE VA	24692164255108959493032	5411	25.20	
09/12	09/11	LOWES #02724* Winchester VA	24692164255109035924305	5200	63.92	
09/26	09/25	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974270100299032126	5251	6.00	
JOHNSON, KAREN						**Total Activity**
Account Number: [redacted]						**830.96**
09/03	09/02	Amazon web services aws.amazon.coWA	24692164246101536725408	7399	0.70	
09/12	09/11	STAPLS7640388827000001 877-8267755 NJ	24164074255105441313315	5111	80.94	
09/16	09/13	AMAZON MKTPL*7L1D28323 Amzn.com/billWA	24692164257100265153432	5942	73.47	
09/20	09/19	USPS PO 5107560300 BERRYVILLE VA	24137464264001561105043	9402	438.00	
09/26	09/25	STAPLS7641454200000001 877-8267755 NJ	24164074269105441487113	5111	237.85	
LINK, BRIAN						**Total Activity**
Account Number: [redacted]						**287.54**
09/06	09/05	COLLIFLOWER INC HQ 410-686-1200 MD	24435654250019779085337	5085	157.16	
09/12	09/11	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974256086324993846	5251	8.32	
09/19	09/18	WM SUPERCENTER #3344 WINCHESTER VA	24445004263400206007931	5411	122.06	
MCCORMICK, HARRY						**Total Activity**
Account Number: [redacted]						**100.00**
09/27	09/26	DEPARTMENT OF PROFESSIONA804-3678597 VA	24755424270272707553167	9399	100.00	
MILBURN, AUSTIN						**Total Activity**
Account Number: [redacted]						**392.79**

Transactions

Posting Date	Transaction Date	Description	Reference Number	MCC	Charge	Credit
09/02	09/01	TRACTOR-SUPPLY-CO #0697 WINCHESTER VA	24137464246001462054483	5599	59.99	
09/12	09/11	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974256086324993606	5251	1.83	
09/18	09/17	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064262057075064277	5533	38.43	
09/24	09/23	WAL-MART #1406 WINCHESTER VA	24226384268002325503828	5411	31.57	
09/27	09/26	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064271062572066311	5533	184.12	
09/27	09/26	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064271062572066337	5533	37.48	
09/27	09/26	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064271062572066352	5533	39.37	
PETTI, JEAN						**Total Activity**
Account Number [redacted]						**17,649.59**
09/03	09/02	Indeed Jobs 800-4625842 TX	24793384246003104661027	7311	202.70	
09/04	09/03	GIANT MARTINS #6558 BERRYVILLE VA	24692164247102587857818	5411	4.20	
09/04	09/03	COYNE CHEMICAL CROYDON PA	24137464247300749202629	5169	1,046.40	
09/05	09/05	USABlueBook Atlanta GA	24793384249000972093058	5085	158.22	
09/10	09/09	PMC - PAID PARKING HTTPSPARKINGMTN	24492164254000004828382	7523	31.50	
09/10	09/09	COYNE CHEMICAL 215-785-3000 PA	24137464253300679723207	5169	2,567.10	
09/11	09/10	COYNE CHEMICAL 215-785-3000 PA	24137464254300699589884	5169	767.20	
09/13	09/11	HAMPTON EMBASSY SUITES HAMPTON VA Arrival: 09/09/24	24755424256172563242327	3695	327.14	
09/16	09/13	AMZN Mktp US*K80UA28B3 Amzn.com/billWA	24692164257100650655009	5942	37.82	
09/16	09/13	COYNE CHEMICAL 215-785-3000 PA	24435654257021695050737	5169	691.90	
09/16	09/13	COYNE CHEMICAL 215-785-3000 PA	24435654257021695050752	5169	2,567.10	
09/16	09/13	COYNE CHEMICAL CROYDON PA	24137464257300793847532	5169	1,205.60	
09/16	09/14	Amazon.com*E67327AS3 Amzn.com/billWA	24692164258101649915651	5942	86.62	
09/17	09/16	WL *VUE*Testing Exam 953-6813000 MN	24906414260209223941709	8299	85.00	
09/18	09/17	IN *JOINER LABS, LLC 540-3477212 VA	24692164261104308628974	8734	82.50	
09/18	09/17	COYNE CHEMICAL 215-785-3000 PA	24435654261022654075941	5169	2,192.00	
09/18	09/17	COYNE CHEMICAL 215-785-3000 PA	24435654261022654075966	5169	1,205.60	
09/18	09/17	QUILL CORPORATION quill.com SC	24164074261105441338439	5111	115.82	
09/23	09/20	PSI SERVICES LLC USD 818-847-6180 CA	24036294264714211389303	8299	126.00	
09/23	09/20	PSI SERVICES LLC USD 818-847-6180 CA	24036294264744211973079	8299	126.00	
09/25	09/24	DGS DCLS WATER TEST KITS 804-7860447 VA	24755424269132698649635	8734	766.80	
09/26	09/25	COYNE CHEMICAL 215-785-3000 PA	24435654269024686062097	5169	2,959.20	
09/26	09/25	DOLLAR-GENERAL #0394 BERRYVILLE VA	24445004270600169317547	5331	7.37	
09/27	09/26	COYNE CHEMICAL 215-785-3000 PA	24435654270024965067921	5169	289.80	
POULIN, CYNTHIA						**Total Activity**
Account Number: [redacted]						**19,563.89**
09/12	09/11	VA DMV ONLINE BILLING PAY804-4977100 VA	24755424256132569978696	9399	1,375.00	
09/13	09/12	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941664256038123155208	4900	5,841.17	
09/16	09/13	COMCAST 800-COMCAST MD	24692164257100269203183	4899	161.00	
09/16	09/13	VZWRLSS*MY VZ VB P 800-922-0204 FL	24692164257100338234573	4814	1,058.70	
09/16	09/13	VERIZON BILL PAYMENT 800-VERIZON FL	24692164257100351499210	4814	248.55	
09/16	09/13	VERIZON BILL PAYMENT 800-VERIZON FL	24692164257100351499228	4814	493.11	
09/16	09/13	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941664257038587080487	4900	10,000.00	
09/17	09/16	IN *TRUESHRED 800-262-3246 CA	24692164260103444269983	7399	62.00	
09/23	09/23	MSFT * E0100TP0S1 800-6427676 WA	24204294267000700130033	5045	6.00	
09/23	09/23	MSFT * E0100TP0S2 800-6427676 WA	24204294267000900143075	5045	12.50	
09/23	09/23	MSFT * E0100TP1UJ 800-6427676 WA	24204294267000100732073	5045	264.00	
09/27	09/26	SP NOTARYSTAMP.COM HTTPSWWW.NOTAWI	24011344271000009436289	5943	41.86	
SHARP, BRIAN						**Total Activity**
Account Number [redacted]						**58.22**
09/18	09/17	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064262057075064210	5533	58.22	
SHEETZ, CULLEN						**Total Activity**
Account Number [redacted]						**247.10**
09/19	09/18	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064263057685061183	5533	54.88	
09/26	09/25	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064270061944061183	5533	113.92	
09/26	09/25	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064270061944061209	5533	78.30	
SHEPPARD, JEFF						**Total Activity**
Account Number [redacted]						**33.29**
09/05	09/04	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974249079408997171	5251	33.29	
SHOREMOUNT, JOSEPH E						**Total Activity**
Account Number [redacted]						**581.75**
09/02	08/30	USPS PO 5107560300 BERRYVILLE VA	24137464244001751166560	9402	18.20	
09/09	09/05	TACO BELL 15359 VIRGINIA BEACVA	24943004250050168214991	5814	11.70	
09/10	09/06	DELTA HOTELS VIRGINIA VIRGINIA BEACVA Arrival: 09/03/24	24692164253107177333964	3509	551.85	
STOVER, KEITH						**Total Activity**
Account Number [redacted]						**1,157.79**
09/06	09/05	VA DMV BERRYVILLE LICENSEBERRYVILLE VA	24755424250732506782162	9399	5.00	

Transactions

Posting Date	Transaction Date	Description	Reference Number	MCC	Charge	Credit
09/12	09/11	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974256086324993283	5251	4.41	
09/13	09/12	JRE - STEPHENSON STEPHENSON VA	24269794256300620166289	5046	72.96	
09/13	09/12	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064257054065069132	5533	50.03	
09/18	09/17	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064262057075064178	5533	121.80	
09/19	09/18	LOWES #02724* Winchester VA	24692164262104957650450	5200	95.84	
09/19	09/18	JRE - STEPHENSON STEPHENSON VA	24269794262300605107136	5046	323.69	
09/19	09/18	JNO. S SOLENBERGER AND C WINCHESTER VA	24138294263032302051395	5251	164.26	
09/19	09/18	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974263093321016325	5251	12.00	
09/19	09/18	TRACTOR SUPPLY #2536 WINCHESTER VA	24137464263001569700978	5599	134.95	
09/23	09/18	TRACTOR-SUPPLY-CO #0697 WINCHESTER VA	24137464265001716192739	5599	51.86	
09/25	09/22	WAL-MART #1406 WINCHESTER VA	24226384269002351001258	5411	120.99	
WHITE, NEAL						**Total Activity**
Account Number [redacted]						**3,008.74**
09/05	09/04	HSI EMERGENCY CARE SOLUTI800-4473177 OR	24717054248292486711837	8299	371.00	
09/09	09/06	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974251081437318549	5251	8.81	
09/10	09/09	USPS PO 5107560300 BERRYVILLE VA	24137464254001566765041	9402	18.20	
09/12	09/11	THOMSON WEST*TCD 800-328-4880 MN	24692164255109059245181	8999	123.71	
09/16	09/14	CBI*WINZIP 800-799-9570 IL	24692164258101648190744	5734	54.95	
09/23	09/19	BERRYVILLE AUTO PARTS BERRYVILLE VA	24431054264041351206553	5533	128.64	
09/25	09/24	AMZN Mktp US*R355J3JX3 Amzn.com/billWA	24692164268100052304815	5942	1,196.95	
09/27	09/26	AMAZON MKTPL*YH2M67NG3 Amzn.com/billWA	24692164270101727988855	5942	359.91	
09/27	09/26	AMAZON MKTPL*LS3J56EA3 Amzn.com/billWA	24692164270101730719305	5942	746.57	

Finance Charge Calculation

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

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

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

October 8, 2024
Monthly Update

American Rescue Plan Act of 2021

Funds expended over the past month
The September 2024 expenditure report is attached.

Attachments
- September 2024 ARPA Expenditure Report
- ARPA Master List
- Project Status Reports

Sep-24

	BUDGETED	USED THIS MONTH	TOTAL USED	BALANCE	PERCENT USED	
Signage						
Estimated cost of these actions						
- Signage	$ 140,000.00	$ 665.00	$ 41,950.00	$ 97,385.00	30%	$ 140,000.00
- Total			$ 42,615.00			$ 140,000.00
Fund balance from first payment						$ 32,465.34
Fund balance from second payment						$ 65,584.66
Complete necessary water and sewer infrastructure projects						
Capital Projects						
Estimated cost of these actions						
- Cost of the projects	$ 3,495,500.79	$ -	$ 1,435,229.91	$ -	85.00%	$ 3,485,953.17
			$ 1,547,013.25	$ 513,257.63		$ 3,485,953.17
Total			$ 2,982,243.16			
Fund balance from first payment						$ -
Fund balance from second payment						$ 513,257.63
Pay for administrative costs						
Esimated cost of these actions						
- Administrative costs per FY (5.5)	$ 60,000.00	$ -	$ 44,407.40	$ 15,592.60	74%	$ 60,000.00
- Total			$ 44,407.40			$ 60,000.00
Fund balance from first payment						$ 15,592.60

NOTES:

INFRASTRUCTURE COSTS:			
Frazier Assoc.(Wayfinding)	$ 665.00	1st Tranche	$ 2,267,493.00
Core & Main	$ -	Used to date	$ 2,220,100.06
VA RIGGERS	$ -	Balance	$ 47,392.94
Pete McLean	$ -		
Norfolk Southern	$ -	2nd Tranche	$ 2,267,493.00
Marsh & Legge Casey Tree	$ -	Used to date	$ 1,688,650.71
Pennoni (I&I, SSES Study)	$ -	Balance	$ 578,842.29
Webster Nursery(Concrete walls)	$ -		
Total	$ 665.00		

ARPA MASTER LIST

9/30/2024

	PROJECT NAME	BUDGET	SPENT TO DATE	BALANCE	%COMPLETE	
1	Computers:Utility Clerk,PWs	$ 2,437.90	$ 2,437.90	$ -	100%	Admin
2	Police Radio Replacements	$ 75,000.00	$ 75,000.00	$ -	100%	
3	PW Compressor	$ 23,629.85	$ 23,629.85	$ -	100%	infra
4	Water Dist Sys Flushing Equip	$ 7,500.00	$ 9,844.38	$ -	100%	infra
5	Water Meter Reading Equip	$ 12,458.03	$ 12,458.03	$ -	100%	infrastr
6	Grants for Improper Con to Sewer Sys	$ 4,500.00	$ 4,500.00	$ -	100%	grant
7	W/s Admin Fees	$ 175,260.82	$ 175,260.82	$ -	100%	
8	Premiuim Pay for Employees	$ 172,000.00	$ 174,323.86	$ -	100%	premium pay
9	Grant John H Enders/Rescue Squad *	$ 80,000.00	$ 80,000.00	$ -	100%	grant
10	Grant to Barns of Rose Hill *	$ 40,000.00	$ 40,000.00	$ -	100%	grant
11	Grant for Façade Improvement	$ 196,185.08	$ 196,185.08	$ -	100%	grant
12	Website	$ 5,845.29	$ 5,845.29	$ -	100%	Admin
13	Leak Study	$ 8,662.50	$ 8,662.50	$ -	100%	infra
14	SSES Study	$ 117,868.73	$ 117,868.73	$ -	100%	infra
15	River Pumping Station Upgrade	$ 25,000.00	$ 28,538.55	$ -	100%	infra
16	Water Meter & Setter Replacements *	$ 350,000.00	$ 350,000.00	$ -	95%	infra
17	Hermitage Pump Station	$ 26,000.00	$ 26,000.00	$ -	100%	infra
18	Booster Building Upgrade	$ 20,000.00	$ 22,985.85	$ -	100%	infra
19	WWTP Headworks Lighting Upgrade	$ 4,764.00	$ 4,764.00	$ -	100%	infra
20	Ridge Road Water Main	$ 25,939.04	$ 25,939.04	$ -	100%	infra
21	Water, Sewer and Drainage Projects	$ 2,228,476.76	$ 2,228,476.76	$ -	100%	infra
22	Rockcroft Water Main Abandonment	$ 10,000.00	$ 10,550.96	$ -	100%	infra
23	Security Upgrades	$ 125,000.00	$ 100,995.91	$ -	100%	infra/admin70
24	Drainage Dorsey, Walnut, Treadwell	$ 1,500.00	$ 1,500.00	$ -	100%	infra
25	Bel Voi and Battletown Water Main Repl	$ -	$ 11,612.50	$ -	100%	infra
26	Wayfinding Signs	$ 140,000.00	$ 42,615.00	$ 97,385.00	30%	
27	Raw Water Intake Land-Easement Acquisition	$ 13,672.50	$ 13,672.50	$ -	100%	infra
28	Grant Housing (3 years)	$ 40,000.00	$ 40,000.00	$ -	100%	
29	Capital Projects	$ 543,285.50	$ 30,027.87	$ 513,257.63	0%	
	Administrative /Legal Fees	$ 60,000.00	$ 45,055.39	$ 15,592.60	75%	Admin
	Total Encumbered	$ 4,534,986.00	$ 3,908,750.77	$ 626,235.23		
	Total ARPA	$ 4,534,986.00				

* Project For (2) two years

Project Status Report 16

Date: 10/8/2024

Project Name:
Water Meter and Setter Replacements

Project Budget: $350,000.00
Expected Completion Date: June 2023

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

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

Project Status:

Status Item	Status	Summary
Budget $350,000.00	Completed	Total Spend: $350,000.00
Schedule/Timeline	On Track	% Complete: **95**

Project Milestones:

Description	% Complete	Status
1. Order meters, setters, valves, plus other supplies	100%	Completed
2. Install meters / setters	90%	On Track

Project Issues or Concerns:
1. Multiyear project

Project Status Report 26

Date: 10/8/2024

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
Budget 140,000.00	On Track	Total Spend: $42,615.00
Schedule/Timeline	On Track	Complete: 30%

Project Milestones:

Description	% Complete	Status
1. Design	0%	On Track
2. Determine Sign locations	0%	Not Started
3. Secure VDOT approvals	80%	On Track
4. Develop offering for design and construction/award/have signs fabricated	0%	Not Started
5. Secure contractor to install signs	0%	Not Started
6. Have signs installed	0%	Not Started
RFP ISSUED ON 6/30/2022 & COUNCIL AUTHORIZED THE TOWN MANAGER TO AWARD BID.		

Project Issues or Concerns:

Project Status Report 29

Date: 10/8/2024

Project Name: Capital Projects

Project Budget: $543,285.50

Expected Completion Date:

Project List Under Consideration:
Bel Voi Water Main Replacement
Bar Screen at STP
North Crow Street Drainage
Rose Hill Park Bridge
Project Goals:

Project Status:

Status Item	Status	Summary
Budget $543,285.50	Not Started	Total Spend: $30,027.87
Schedule/Timeline	Not Started	% Complete: **5**

Project Milestones:

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

Project Issues or Concerns: