



Berryville Town Council

MEETING AGENDA

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

November 12, 2024

6:30 PM

Item

Page

1. Call to Order

2. Closed Session

The Town Council will enter closed session in accordance with Virginia Code §2-2-3711.7 in order to consult with legal counsel and receive a briefing from Town staff pertaining to a consent order proposed by the Virginia Department of Health.

3. Pledge of Allegiance

4. Approval of Agenda

5. Presentations/Awards and Recognitions

Berryville Main Street, Christina Kraybill

6. Public Hearings

Proposed franchise agreement between the Town of Berryville, Virginia, a political subdivision of the Commonwealth of Virginia and Shenandoah Cable Television, LLC to construct, operate, and maintain a cable system in the Town of Berryville.

7. Discussion of Public Hearing Items

8. Citizens' Forum

9. Consent Agenda

Approval of Minutes

- Town Council Work Session October 7, 2024

-Combined Streets & Utilities and Community Development Committee meeting October 22, 2024

-Town Council Work Session November 4, 2024

10. Unfinished Business

11. New Business

Proposed Order by Consent Public Water System Identification No. VA2043125 Town of Berryville

12. Council Member Reports

Mayor

Vice Mayor

Ward 1

Ward 2

Ward 3

Ward 4

13. Staff Reports

Public Works

Public Utilities

Police Department

Community Development

Administration and Finance

Town Manager

14. Committee Updates

Budget and Finance

Community Development

Personnel, Appointments, and Policy

Public Safety

Streets and Utilities

15. Adjourn

Council of the Town of Berryville
Motion to Enter Closed Session

Date:

Motion by:

Second by:

I move that the Personnel Committee of the Council of the Town of Berryville enter closed session in accordance with §2.2-3711-A-1, Code of Virginia, fo discussion, consideration, or interview of prospective candidates for appointment.

Vote:

Aye:

Nay:

Absent/Abstain:

Attest:

Erecka L. Gibson, Vice Mayor

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

November 12, 2024

At its October 8, 2024 meeting, the Town Council set a public hearing on the proposed franchise agreement. The public hearing notice was published.

Town staff has received no public comment on the proposed franchise agreement.

Attachment

- Agreement (markup)

Requested Action(s)

- Adopt the proposed agreement while permitting the mayor and town manager to make minor revisions as needed
- Authorize the mayor to sign the agreement on behalf of the Town

Sample motion

I move that the Council of the Town of Berryville approves the attached franchise agreement the Town and Shenandoah Cable Television, LLC to construct, operate, and maintain a cable system in the Town of Berryville. The mayor and town manager are authorized to make non-substantive changes to the attached agreement as needed and the mayor is hereby authorized to execute the agreement on behalf of the Town.

October 8, 2024 Report

History

In the spring, a representative of Shenandoah Cable Television LLC (SHENTEL) made a presentation 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.

**CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN
SHENANDOAH CABLE TELEVISION, LLC and THE TOWN OF BERRYVILLE,
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.

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.

1.304 "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 planned 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 connection 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 advertising.

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 I-net 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 underpayment 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 borne 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 forth 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 parties 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 forth 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 forth 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 determine 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 termination 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~~ 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, ~~the~~ 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.
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.

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.

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, November 12, 2024**, in the Main Meeting Room, Second Floor, of the Berryville/Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the following:

Proposed franchise agreement between the Town of Berryville, Virginia, a political subdivision of the Commonwealth of Virginia and Shenandoah Cable Television, LLC to construct, operate, and maintain a cable system in the Town of Berryville.

The draft franchise agreement 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 Keith Dalton, Town Manager at 540 955-1099.

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

Consent Agenda Report
12 November 2024

Item Title: Consent Agenda

Prepared By: Jean Petti

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

Minutes of Town Council Work Session 7 October 2024

Minutes of Town Council Regular Meeting 8 October 2024

Minutes of Streets & Utilities and Community Development 22 October 2024

Minutes of Town Council Work Session 4 November 2024

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

Sample Motion

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

In attendance: Jay Arnold, Mayor; Erecka Gibson, Vice Mayor; William Steinmetz, Ward 1 Representative; Diane Harrison, Ward 2 Representative, Grant Mazzarino, Ward 3 Representative; Ryan Tibbens, Ward 4 Representative; Keith Dalton, Town Manager; Cynthia Poulin, Treasurer; Jean Petti, Deputy Town Manager; Thomas Frederick of Pennoni remote participant via telephone.

1. Mayor Arnold called the meeting to order at 3:00pm. The meeting failed to begin audio recording until 3:13pm
2. Mayor Arnold led the Pledge of Allegiance
3. Mr. Tibbens made a motion to approve the agenda and it passed by a unanimous voice vote.
4. There was no old business
5. Mayor Arnold recognized Berryville's Treasurer, Mrs. Poulin, who summarized the history of rates and fees and the four rate/fee structure options as presented in agenda packet. She drew attention to option #4 as the option that most closely aligns forecasts of revenues and expenses. She invited questions from the councilmembers.

Ms. Gibson asked Mr. Dalton whether availability fees were anticipated. Mr. Dalton responded that there have been some inquiries from developers regarding property in Town, but these were very preliminary discussions.

Council discussed whether it would be appropriate to include availability fees in the forecast of revenues and several members of council stressed the importance of minimizing rate/fee increases while making sure that expenses don't outstrip revenues.

Mr. Frederick interposed that the PER Financing Plan for the water treatment plant upgrade includes a 10% contingency, one year debt service reserve, and four months' cash on hand.

Continued deliberations included comments that a rate increase may be preferable to a fee increase, as it allows ratepayers some control over their bill. Ms. Harrison also suggested that, as the anticipated cost increases were largely on the water side, the sewer rate could be increased at a slower pace.

Mr. Dalton recapped two points- 1) the proposed increase is required to meet lender requirements, and 2) the rate plan, when set, will need to maintain some flexibility to meet changing needs/forecasts.

He then proposed a second work session for November 4, 2024 at 3:30pm. At that meeting, staff will present revised options to include a 2.4% increase in sewer fees and little to no availability fee revenue. Staff will also compile some comparison figures for rates and fees (including availability fees) from neighboring entities and be prepared to weigh in on whether the current administrative fees accurately reflect the fixed costs of service.

6. The meeting was adjourned at 4:11pm by unanimous consent on a motion by Ms. Gibson

BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Regular Meeting Minutes
October 8, 2024

A meeting of the Berryville Town Council was held on Tuesday, October 8, 2024 at 7:00 p.m. at the Berryville-Clarke County Government Center in Berryville.

Attendance: Members of the Town Council present: Harry Lee Arnold, Jr., Mayor; Erecka Gibson, Vice Mayor; William Steinmetz, Diane Harrison, Grant Mazzarino, Ryan Tibbens

Absent: no one

Staff present: Keith Dalton, Town Manager; Neal White, Chief of Police; Jean Petti, Deputy Town Manager; Christy Dunkle, Community Development Director

Press present: Mickey Powell, 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

Mr. Dalton requested that a closed session be added to the agenda.

Council member Steinmetz made the motion to approve the agenda as amended in which the Council will enter into closed session in accordance with § 2.2-3711-A-1 of the Code of Virginia, to consider prospective candidates for employment.

The motion passed by voice vote.

4. Presentations/Awards and Recognitions

No items were discussed.

5. Public Hearings

Special Use Permit – 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

Ms. Dunkle read the public hearing notice. Mayor Arnold recognized Megan Urban. Ms. Urban said that they had noted a lack of one-on-one coaching available in Berryville and wanted to create a positive impact in the community. Council member Tibbens asked Council member Steinmetz about Planning Commission's actions. Council member Steinmetz described the discussion that the Commission had at their public hearing. Council member Mazzarino asked about the nature of the business. The applicant confirmed they offer individual classes as well as group classes of up to four (4) people. She confirmed that there will be no more than two client vehicles parked on-site at a time.

Mr. Dalton noted that he had modified the Planning Commission's conditions to reflect the conditions placed on the previous special use permit. There was a discussion about activities within the structure, noise created from the business, and the proposed 6:00 a.m. start time. Council member Steinmetz said that the timeframe was not a concern of the Planning Commissioners. There was a discussion about the proposed start time of the previous special use permit.

Council member Tibbens asked about the distance between the applicant's house and the adjacent property. It was determined that they were approximately 40' apart.

Council member Harrison said she was not opposed to the start time and asked the applicant about noise that may be generated from the business. Ms. Urban said that the activity did not produce much noise. There was a discussion about keeping the garage door and windows closed. It was determined that the rear garage door may remain open during classes.

Mayor Arnold opened the public hearing. There were no speakers.

Mayor Arnold closed the public hearing.

6. Discussion of public hearings

There being no further discussion, Council member Harrison made the motion that the Council of the Town of Berryville recommend 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.**
- **A maximum of four (4) clients permitted per session;**
- **A nameplate of up to two (2) square feet is permitted for a home occupation per Section 315.5(a) of the Berryville Zoning Ordinance;**

- All activities must take place within the structure with the doors and windows (including garage door and windows) closed excluding the garage door at the rear of the home;
- No noise from business-related activities may be detected off site;
- On-street parking related to business activities at 22 Jack Enders Boulevard is prohibited;
- A maximum of two (2) client's vehicles may park on-site; and
- Home Occupation must comply with all provisions of Section 315 of the Berryville Zoning Ordinance.

The motion passed by voice vote.

7. Citizens' Forum

Mayor Arnold recognized Craig Mattice, Town resident (comments attached). Mr. Mattice discussed proposed utility rates and fees. He said he was unable to attend the work session the previous day in which these matters were vetted by Council. He said that the HAA5 issue has created a public relations problem and that the proposed 10% rate increase does not bode well. He suggested a more aggressive public relations effort and said that the Town needed to be more transparent and proactive with the community. He suggested using money from the general fund to apply to the water treatment plant upgrade and reduce debt service.

Mr. Mattice asked why the administrative fees are proposed to be increased by over 9% and recommended that rates be adjusted rather than be fixed so that the higher volume users pay more.

Mr. Mattice said he plans on attending the November 4, 2024 work session.

8. Consent Agenda

Mayor Arnold asked for a motion to approve the consent agenda (minutes attached) with changes suggested by Mrs. Petti.

Vice Mayor Gibson made the motion to approve the consent agenda as presented. The motion passed by voice vote.

9. Unfinished Business

Confirmation of FY25 Budget Approval and Appropriation of Funds

Mayor Arnold recognized Mr. Dalton who said that the Council's action to approve the FY 25 Budget and appropriate the funds therein were omitted from the minutes of the June 11, 2024 Town Council meeting minutes that were approved by the Council in July. He said that the minutes did not reflect the approval of the FY25 budget adding that he had the recording of the minutes should Council members wish to hear the action.

Vice Mayor Gibson made the motion 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 and become part

of the official minutes of this meeting, and further set forth in the approved budget, funds were appropriated for fiscal year 2024-2025.

The motion passed by voice vote.

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

Mr. Dalton introduced Bryan Byrd representing Shentel. Mr. Dalton said that he had used the agreement in place with Comcast as a basis for negotiation of a draft agreement dated October 4, 2024 in the agenda packet. He discussed the addition of Exhibit C concerning work within public rights-of-way and standards for temporary and permanent restoration, any additional permitting, and bond requirements to protect the best interests of the Town.

Mr. Dalton discussed Section 4 Service Obligation, specifically Section 4.1.1 concerning service coverage within the Town, adding that this is new language suggested by Shentel. Mr. Byrd said that broadband is not subject to density requirements adding that overbuilding is risky. He referenced SEC orders that relaxed build-out requirements.

There was a discussion about Council's comfort level with the draft agreement. Council member Harrison asked about pole installation and Mr. Byrd said Shentel would use existing infrastructure both above and below ground. He discussed construction within the right-of-way and said they intend to install their facilities with the least disruption possible. Mr. Byrd added that state law enables them to do road cuts, which they try to avoid, and boring under the roads and that they install the network in sections. He said that temporary patches are usually in place for approximately 30 days before permanent patches will be installed.

Mayor Arnold asked for additional questions. There were none.

There being no further discussion Council member Mazzarino made the motion 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.

Mayor Arnold thanked Mr. Byrd for discussing the matter with Council.

10. New Business

There was no new business.

11. Council Member Reports

There were no council member reports.

12. Staff Reports

There were no additional staff reports.

13. Committee Updates

Budget and Finance

No report, no meeting was set.

Community Development

Council member Tibbens recommended having a joint Community Development and Streets and Utilities meeting on Tuesday, October 22 at 3:30 p.m.

Public Safety

There were no updates. No meeting was set.

Streets and Utilities

A joint committee meeting with the Community Development Committee will be held on Tuesday, October 22, 2024 at 3:30 p.m.

14. Closed Session

Enter closed session

Vice Mayor Gibson made the motion that the Council of the Town of Berryville enter closed session in accordance with § 2.2-3711-A-1 of the Code of Virginia, to consider prospective candidates for employment.

Certification of Closed Session

Vice Mayor Gibson made the motion 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, § 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, THEREFORE, 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.

Mr. Dalton conducted a roll call vote on the motion:

Council member Steinmetz	Aye
Council member Harrison	Aye
Council member Mazzarino	Aye

Council member Tibbens	Aye
Vice Mayor Gibson	Aye
Mayor Arnold	Aye

15. Adjourned

Council member Harrison made the motion to adjourn the meeting. The meeting was adjourned at 8:37 p.m.

Erecka L. Gibson, Vice Mayor

Keith Dalton, Town Manager

Citizens' Forum at Town Council Meeting 10/8/2024

From: Craig Mattice

Subject: Proposed Rate Increases for Water and Sewer

I have read the input to the working session held yesterday published with the agenda. Unfortunately, I was unable to attend, so I don't know precisely what progress you have made or actions you are taking as you work the issue. However, I appreciate the opportunity to share my thoughts as you work the problems and come up with a plan rather than reacting to the result. Therefore, tonight I would like to offer some insights, suggestions, and thoughts as you deliberate through the process.

Background:

1. An increase of the magnitude you are discussing when the Haa5 problem has persisted for over 2 years so far is a potentially problematic public relations issue at best. I suggest you undertake a more transparent and aggressive public relations position to explain the actions being taken and if/how the new water treatment facility will hopefully mitigate the problem.
2. I understand that the revenue structure has to support the cost of the loan and the financing requirements of the lender which may add significant costs that have to be overcome in the rate adjustment in order to secure the loan. But once again, please be transparent and proactive and at least identify how much this contributes to the cost.

As for the costs themselves and the calculations, I offer the following thoughts.

1. I assume you have seen or reasonably expect a decrease in the debt service costs with the reduction in interest rates by the Federal Reserve. Lower interest rates should be a significant benefit when applied against such a large principal amount.
2. Likewise, do you have a more precise estimate of the cost of construction that may support a lower loan requirement.
3. As I have stated in Citizens Forum presentations in the past, you can reduce the amount financed by using General Funds to pay for some of the costs of the new plant. You have reserves in the budget that can be reprioritized and I ask that you seriously consider this.
4. I have also asked during a Citizens Forum that although you passed a resolution which allows you to recover costs already spent from the loan proceeds, that you NOT do so. Doing so only increases the debt service amount and increases the rate change required.
5. Why should the Administrative and Facilities fee be increased at the same level as the usage rate? These costs are already high and not supported. I have asked for two years for someone to explain the basis of these charges and whether they are collecting more or less than the actual "facilities and administrative" costs but have yet to get an answer.
6. Now is the time to consider adjusting the structure of the rates so that rather than the usage rate being fixed per 1000 gallons used and the Facilities and Administrative Fees are higher based on usage levels.

- a. Adjusting the rate so that the more water you use, the higher the rate per 1000 gallons, will promote conservation which is very important as we face climate change and recognize that two summers in a row we have been in drought conditions and you had to implement water restrictions of various levels.
- b. Likewise, larger volume users should pay more of the facility costs because they contribute more to the treatment volume and costs of operation.
- c. You can vary the increase in rate based on usage such that the amount of increase is zero for 1000 gallon users and higher for 5000 or 10000 gallon users. This would help relieve the financial burden on lower income people as well.
- d. You can also change the water rate structure to be volume level based and leave the sewage structure the unchanged because you don't have increased facility costs and the sewer rates are generally adequate and may need only an inflation adjustment.

As I develop other thoughts, ideas, and/or concerns, I will share them with you so that you can consider them as you work through the process.

I expect to be able to attend the November 4th Town Council working session on the water and sewer rates and hope to hear that you have considered these thoughts and learn what creative solutions you have come up with that can keep the rate increases to the lowest level reasonably possible.

FY 24-25 BUDGET REVENUES

Account Number	Account Description	FY23-24		FY24-25	
		APPROVED		APPROVED	
2023-20242024-2025					
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

BERRYVILLE TOWN COUNCIL STREETS AND UTILITIES & COMMUNITY DEVELOPMENT COMMITTEE
Berryville-Clarke County Government Center
MINUTES
October 22, 2024

A meeting of the Berryville Town Council Streets and Utilities & Community Development Committee was held on Tuesday, October 22, 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: Keith Dalton, Town Manager; Jean Petti, Deputy Town Manager

Press: None

1. Call to Order

Ms. Harrison called the meeting to order at 3:37 p.m.

2. Approval of Agenda

The agenda was approved by consensus on a motion by Mr. Tibbens.

3. Unfinished Business

The first item of discussion was the *Park Master Plan*. Mr. Dalton suggested, and the committee concurred, that the brick walkways be removed and the bricks reused elsewhere. If pavers are chosen as replacement, Mr. Dalton recommended stockpiling enough for all the walkways and a reasonable repair/expansion amount and then changing out the material a section at a time. If concrete is used, he recommended all the walkways be replaced at the same time for continuity. He noted that this all-at-once practice would likely be repeated at intervals for concrete, if that is the material chosen.

Mr. Tibbens opined that brick finishes and pavers that mimic brick would aesthetically match the downtown. Ms. Harrison noted a need to increase accessibility and the walkways should be five feet wide. Mr. Dalton directed staff to collect cost comparisons for pavers versus colored/stamped concrete. Committee members recommended the same walkways be used throughout and that the Town remain mindful of maintenance, including the potential environmental impact of weed control.

The next item of discussion was the *Livery Stable*. Ms. Harrison noted that the roof and HVAC are priorities. The committee confirmed the desire to add a poured concrete floor to the scope of work, subsequent to the finalization of a plumbing plan. The committee set a goal of a three-season space. Mr. Dalton was directed to continue HVAC design/estimates and pursue a review of the engineering report, with Damron Engineering and Consulting as the first contact.

Ms. Harrison requested staff bring to the next committee meeting the previously drafted ordinance (c. 2019) requiring *Shielding of Dumpsters*.

Mrs. Petti updated the committee that color samples for the *Prefabricated Restroom* siding have been requested. Ms. Harrison requested staff recommendation re mitigation of flood damage risk for the next committee meeting. The committee discussed parking, access, safety, sanitation, and value.

4. New Business

Mr. Tibbens requested staff evaluate cost of acquisition versus cost of renovation and maintenance for parking lot property adjacent to Crow Street and S. Church Street. He noted that the advantages include increased downtown parking and the opportunity to improve the appearance of this core area of the business district.

5. Other

None.

7. Adjournment

The meeting adjourned by consensus at 4:47 p.m. on a motion by Mr. Tibbens.

In attendance: Jay Arnold, Mayor; Erecka Gibson, Vice Mayor; William Steinmetz, Ward 1 Representative; Diane Harrison, Ward 2 Representative, Grant Mazzarino, Ward 3 Representative; Ryan Tibbens, Ward 4 Representative; Keith Dalton, Town Manager; Cynthia Poulin, Treasurer; Jean Petti, Deputy Town Manager.

1. Mayor Arnold called the meeting to order at 3:30pm.
2. Mayor Arnold led the Pledge of Allegiance
3. Approval of Agenda

Mr. Dalton noted that the Work Session minutes from October 7, 2024 are included for reference, not adoption. Ms. Harrison requested to amend the agenda to add a discussion of billing cycles and bill text. Ms. Gibson made a motion to approve the agenda as amended and it passed by a unanimous voice vote.

4. Unfinished Business

Mayor Arnold recognized Berryville's Treasurer, Mrs. Poulin, who summarized the rate/fee structure options as presented in agenda packet. She invited questions/discussion from the council members.

Ms. Gibson opened discussion by noting the duality of encouraging water conservation while relying on water/sewer revenue to support utility maintenance and the water plant upgrade. Ms. Harrison noted that the 2019 Rate Study generalized that most of Berryville's ratepayers were conservative in their consumption.

A brief discussion of the benefits and drawbacks of a tiered rate system ensued. Council determined to not pursue this option at this time, but requested staff explore the expense of administration of tiered billing.

Mr. Mazzarino and Mr. Steinmetz asked staff if recent drought events have impacted revenue, costs, and forecasts. Mr. Dalton responded that weather poses challenges to operations, but has not substantially altered usage. He added that brief interludes of increased or steeply reduced usage occur, but historically have not persisted.

Mr. Tibbens recapped the number of 'heavy users', and this prompted a review of protocols for addressing leaks and the several complaints received from gardeners and pool owners about water usage impacting sewer invoices, even if the water does not pass into the sewer collection system.

Mr. Dalton emphasized that the five-year schedule of rate increases is a roadmap, but that Council would need to vote on each increase, allowing for adjustments. However, the schedule of projected increases is an essential element of financial planning for the water treatment plant upgrade. He also noted that the projected minimal sewer increases may need to be revisited at intervals.

Council next examined the impact of administrative fee increases versus rate increases. Mr. Mazzarino expressed a desire to protect those on fixed incomes, particularly seniors, from high fixed costs (i.e. administrative fees), but not to the detriment of families, whose usage rates would likely trend high. Ms. Gibson indicated support for water rate increases rather than administrative fee adjustments, as the projected revenue need is largely driven by the water plant upgrade.

Mr. Dalton asked if Council would be ready to act on the proposed five-year plan at the December 10, 2024 council meeting. The Council responded in the affirmative.

5. New Business

Ms. Harrison opened the New Business portion of the meeting with a request that rates be listed on utility invoices. Mrs. Poulin noted that there may be information that needs to be moved/removed in order to make the change, but it will be instituted.

Ms. Harrison also requested a consistent day for meter reads, citing variability in metering cycles as responsible for inconsistencies in perceived usage. Mrs. Poulin responded that meter reads are usually on the 20th or 21st day of each month to allow for the sixty-ish “re-reads” that are requested following high, low, or zero usage alerts. Mr. Dalton interposed that a fixed due date for invoicing drives some of the variation in meter-reading, especially as staff generally does not read meters on weekends or holidays. He requested Mrs. Poulin forecast the meter read dates for two years and identify any months that may result in a particularly short or long meter reading cycle.

6. The meeting was adjourned at 4:55pm by unanimous consent on a motion by Mr. Mazzarino.

Proposed Order by Consent Public Water System Identification No. VA2043125 Town of Berryville

History

The Town of Berryville's water treatment plant was completed in 1984. The treatment plant, three water storage facilities, pumping station, and distribution system serve over 1,900 connections and over 4,500 customers.

Since June 2023, the Virginia Department of Health (VDH) has issued six Notices of Alleged Violation (NOAV) because distribution system testing revealed that haloacetic (HAA5) levels exceeded permissible concentrations. Because the Town has been unable to lower HAA5 to permissible concentrations, VDH has proposed an Order by Consent (CO) that outlines the course of corrective action that the Town will take in the near-term.

During the past 17 months the Town has worked closely with VDH to return the Town's drinking water to full compliance with federal and state standards, but the steps that have been taken have yet to bear fruit.

The following text, which is pulled from a recent Town press release, provides a summary of the HAA5 violations, the actions the Town has taken to rectify these problems, and the elements of the proposed CO:

October 24, 2024: *The Town of Berryville, Virginia has received a Proposed Consent Order from the Virginia State Board of Health for the town's Waterworks regarding Haloacetic Acid (HAA5), a chlorine disinfection byproduct (DBP). During the disinfection process, chlorine also reacts with naturally occurring organic matter that may be present in drinking water. DBPs can form during this chemical reaction. HAA5 includes monochloroacetic acid, dichloroacetic acid, trichloroacetic acid, monobromoacetic acid, and dibromoacetic acid. The exceedance has been noted during routine quarterly water testing since the second quarter of 2023.*

According to the Virginia Department of Health (VDH), people who drink water containing haloacetic acids (HAA5s) in excess of the maximum contaminant level (MCL) over many years may have an increased risk of getting cancer. In developing the standards, the EPA assumes that the average adult drinks 2 liters of water each day throughout a 70-year life span. If the water consumed over this 70-year span consistently contains DBPs, the cumulative effect is a potential increase in cancer incidence. There are no known acute effects of shorter-term exposure to DBPs.

The proposed consent order notes the efforts of Town operators to reduce HAA5 levels, including:

Expanded testing for HAA5 and other water quality indicators have been instituted. The frequency and scope of testing has varied as each function or system of the water treatment and distribution system has been/is being evaluated, but HAA5 sampling has continued at regular intervals, averaging twice monthly.

Distribution line flushing continues as directed by consulting engineers. Half of the identified flushing sites are flushed each month on a rotating basis, so all sites are flushed in a 60-day period. Autoflushers were installed strategically and operate during frost-free months.

All three water storage tanks that serve the Town were cleaned and inspected during the first quarter of 2024. No repairs or recoating were recommended by the vendor to tanks or mixers. Cycling of water between towers has been increased by the optimization of pressure relief valves and booster pumps to avoid stagnation.

Storage levels were adjusted incrementally with testing to evaluate impact on disinfection byproducts. None of these products or practices were determined to be contributing factors to the exceedance. Chlorine feed rate continues to reflect the lowest level that maintains system residual levels.

In January 2024, the water treatment plant clearwell was cleaned and inspected. No fault was found in the structure or coating of this tank where primary chlorination occurs.

The surface wash system was repaired and the coagulant mixing and settling portion of the water treatment plant filter trains was cleaned in March 2024.

A chemist was retained to examine practices within the water treatment plant. All treatment protocols were reviewed, including chlorine feed and residual rates, potassium permanganate, alum, and carbon. Jar testing suggested a change in coagulant from alum to DelPAC could reduce organics and coagulate more effectively at a wider variety of pH in the raw water. The change was made under the supervision of Virginia Department of Health and DelPAC was the coagulant from February to August of 2024. However, no significant improvement was noted, and the coagulant was changed back to alum.

In August 2024, the settling tubes in one sedimentation basin at the treatment plant were lifted and deep cleaned. In September, the other settling tubes in the second sedimentation basin were lifted and deep cleaned. This isolation of each feature(s) of the treatment process for evaluation is the current focus of efforts to combat organics, though all best practices in treatment and distribution (as identified to-date) continue.

The Proposed Consent Order received by the Town is accompanied by a \$2,734.00 fine and requires the Town to accept the Consent Order or respond with alternative requests before November 17, 2024.

Once finalized, the Proposed Consent Order would require a Corrective Action Plan be submitted to VDH, consisting of:

- 1) A timeline for submission of a preliminary engineering report (PER), developed by a Professional Engineer with expertise in disinfection byproduct control, which evaluates operations and proposes improvements, including:*
 - a. Optimized dosing of all treatment chemicals*
 - b. Best practices for frequency and duration of filter backwash and filter-to-waste (essential parts of routine filter cleaning and the discard of water following said cleaning)*
 - c. Reduction of water age in storage and distribution*
 - d. Identification of any additional options*
- 2) Assessment of the age and condition of the tube settlers and filter media*
- 3) A timeline for submission of revisions to the PER for the planned Plant Upgrade currently underway by the Town.*

The Town of Berryville recognizes that it is unacceptable to provide anything less than fully-compliant water to the community we serve. The Town remains committed, corporately and individually, to determining the cause of the exceedance, returning to compliance, and continuing to evaluate and improve. Please direct questions to Deputy Town Manager Jean Petti at 540-955-1099 or deputytownmanager@berryvilleva.gov.

Recent Activity

Town staff and legal counsel met with officials from VDH to discuss the proposed CO. As a result of those discussions, VDH is currently refining the CO's language. Town staff hopes that a revised proposed CO will be received by midday on November 12. If the draft arrives by that time, then it will be placed before the Council for consideration at the November 12, 2024 meeting. If the draft is delayed, then the matter would be placed before the Town Council on December 10, 2024.

Recommended Actions

- Review the proposed CO
- Approve the order
- Permit the mayor, town manager, and legal counsel to make non-substantiative changes to the CO
- Authorize the mayor to sign the CO on behalf of the Town

Attachment

- Proposed Order by Consent (first draft)

Sample Motion

I move that the Council of the Town of Berryville approve the attached State Board of Health Order by Consent Issued to the Town of Berryville for the Town of Berryville Water Works PWSID No. 2043125. I further move that the mayor and town manager are authorized to make non-substantive changes to the attached order as needed and the mayor is hereby authorized to execute the agreement on behalf of the Town.



COMMONWEALTH of VIRGINIA

Karen Shelton, MD, FACOG
State Health Commissioner

Department of Health
OFFICE OF DRINKING WATER
Culpeper Field Office

400 S. Main Street, 2nd Floor
Culpeper, VA 22701
Phone: 540-829-7340

October 18, 2024

Town of Berryville
Attn.: Mr. Keith Dalton, Town Manager
Town of Berryville Water System
101 Chalmers Court, Suite A
Berryville, VA 22611

**Re: Proposed Order by Consent
Public Water System Identification No. VA2043125
Town of Berryville (Clarke County)**

Dear Mr. Dalton:

Enclosed for Town of Berryville's consideration is a proposed Consent Order between the State Board of Health (Board) and the Town of Berryville to resolve certain violations of the Public Water Supplies Law and applicable regulations at the Town of Berryville waterworks located in Clarke County.

Please review the document and should the Town of Berryville find the terms acceptable, sign and return it to this office by no later than November 17, 2024. Upon receipt of a proposed Consent Order signed by the Town of Berryville, the document will be sent to the State Health Commissioner (Commissioner) for review. If the Commissioner, in her discretion, decides to sign the proposed Consent Order on behalf of the Board, a copy of the fully executed order will be returned to you for implementation.

If the Town of Berryville has any questions or wishes to discuss the proposed Consent Order, please contact Deborah Hoy by telephone at (804) 510-3990 or email at Deborah.Hoy@vdh.virginia.gov no later than November 1, 2024. Depending on the nature of your questions or concerns, a meeting may be scheduled.

If there is no response to this letter by November 17, 2024, the Office of Drinking Water will plan to move forward with scheduling a Notice of Informal Fact Finding Proceeding regarding the Town of Berryville waterworks in order to resolve this matter.

Sincerely,

Jeremy
Hull

Digitally signed
by Jeremy Hull
Date: 2024.10.18
14:55:11 -04'00'

Jeremy Hull, PE
Field Director
VDH-ODW Culpeper Field Office

Enclosure - Proposed Consent Order

ec: Case File

Jean Petti, Deputy Town Manager, Town of Berryville;
deputytownmanager@Berryvilleva.gov

Grant Kronenberg, ODW Director of the Division of Compliance, Enforcement, and
Policy, VDH-ODW Central Office; Grant.Kronenberg@vdh.virginia.gov

Athena Van Lear, Enforcement Coordinator, Division of Compliance, Enforcement, and
Policy, VDH-ODW Central Office; Athena.VanLear@vdh.virginia.gov

Deborah Hoy, Compliance Specialist, VDH-ODW Culpeper Field Office;
Deborah.Hoy@vdh.virginia.gov

Tara Blackley, MA, MPH, MBA, District Director, Lord Fairfax Health District;
Tara.Blackley@vdh.virginia.gov

Jim Davis, Environmental Health Manager, Lord Fairfax Health District;
Jim.Davis@vdh.virginia.gov



COMMONWEALTH of VIRGINIA

Karen Shelton, MD
State Health Commissioner

Department of Health
P O BOX 2448
RICHMOND, VA 23218

TTY 7-1-1 OR
1-800-828-1120

STATE BOARD OF HEALTH ORDER BY CONSENT ISSUED TO THE Town of Berryville FOR THE Town of Berryville Waterworks PWSID No. 2043125

This is a Consent Order issued under authority granted by Va. Code § 32.1-26 between the State Board of Health and the Town of Berryville for the Town of Berryville Waterworks for the purpose of resolving certain violations of the Public Water Supplies Law and the applicable regulations.

Section A. Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned below:

1. "Board" means the State Board of Health, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code § 32.1-5.
2. "CFO" means the ODW Culpeper Field Office, located in Culpeper, Virginia.
3. "Commissioner" means the State Health Commissioner, who supervises and manages the Department, as described in Va. Code §§ 32.1-16 and 17.
4. "Community waterworks" means a waterworks that serves at least 15 service connections used by year-round residents or regularly serves at least 25 year-round residents.
5. "DBPs" means disinfection byproducts.
6. "Department" or "VDH" means the Department of Health, an agency of the Commonwealth of Virginia, as described in Va. Code § 32.1-16.
7. "HAA5" means the sum of the concentrations of the haloacetic acids, expressed in parts per billion (ppb) and rounded to two significant figures. "HAA5" includes monochloroacetic acid,

dichloroacetic acid, trichloroacetic acid, monobromoacetic acid, and dibromoacetic acid, which are DBPs.

8. "Human consumption" means drinking, food preparation, dishwashing, bathing, showering, handwashing, teeth brushing, and maintaining oral hygiene, as defined in Va. Code § 32.1-167 and 12VAC5-590-10 of the Regulations.
9. "LRAA" means locational running annual average, which is the average of sample analytical results for samples taken at a particular monitoring location during the previous four calendar quarters.
10. "Notice of Alleged Violation" or "NOAV" means a type of notice of alleged violation issued under 12VAC5-590-110 of the Regulations.
11. "ODW" means the VDH Office of Drinking Water.
12. "Order" means this document, also known as a "Consent Order" or "Order by Consent," which the Board is authorized to issue to require any person to comply with the provisions of any law administered by it, the Commissioner or the Department, or any regulations promulgated by the Board, or to comply with any case decision, as defined in Va. Code § 2.2-4001, of the Board or Commissioner.
13. "Permit" means Waterworks Operation Permit No. 2043125.
14. "PMCL" means Primary Maximum Contaminant Level.
15. "ppb" means parts per billion.
16. "Public Water Supplies Law" or "PWSL" means Article 2, Chapter 6 of Title 32.1 of the Va. Code.
17. "Pure water" means water fit for human consumption that is (i) sanitary and normally free of minerals, organic substances, and toxic agents in excess of reasonable amounts and (ii) adequate in quantity and quality for the minimum health requirements of the persons served.
18. "PWSID" means Public Water System Identification.
19. "Regulations" means the Waterworks Regulations, 12VAC5-590-10, *et seq.*
20. "Va. Code" means the Code of Virginia (1950), as amended.
21. "VAC" means the Virginia Administrative Code.

22. “Waterworks” means a system that serves piped water for human consumption to at least 15 service connections or 25 or more individuals for at least 60 days out of the year. Waterworks includes all structures, equipment, and appurtenances used in storage, collection, purification, treatment, and distribution of pure water except the piping and fixtures inside the building where such water is delivered.

Section B. Findings of Fact and Conclusions of Law

1. The Town of Berryville owns and operates the Town of Berryville waterworks, located in Clarke County, Virginia. The Town of Berryville waterworks is a community waterworks that serves piped water for human consumption to 1,596 service connections and approximately 4,185 year-round residents.
2. The Town of Berryville waterworks consists of a raw water intake on the Shenandoah River and a pump station with a packaged conventional water treatment plant. Treatment consists of chlorine disinfection, soda ash, and fluoride. Water flows from the clearwell to the distribution system and is then stored in three finished water storage tanks with the assistance of booster pumps. The water flows from the storage tanks into a distribution system.
3. On July 16, 2012, ODW issued to the Town of Berryville the Permit to operate the Town of Berryville waterworks in compliance with the PWSL and Regulations.
4. The Town of Berryville reported to VDH laboratory results for HAA5 with compliance Locational Running Annual Averages (LRAAs) as follows:

Contaminant	Compliance Period Ending Quarter	LRAA (ppb)	Sampling Points DS009 - 320 Dunlop Blvd. DS024 - 409 McNeil Street	PMCL (ppb)
HAA5	September 2024	67	DS009 and DS024	60
HAA5	June 2024	69	DS009 and DS024	60
HAA5	March 2024	70	DS009 and DS024	60
HAA5	December 2023	66	DS009 and DS024	60
HAA5	September 2023	67	DS009 and DS024	60
HAA5	June 2023	66	DS009 and DS024	60

5. On June 8, 2023, VDH issued an NOAV to the Town of Berryville for exceeding the PMCL for HAA5 based on the calculated LRAA for the period of the second quarter of 2023 at the sample locations at DS009 and DS024.
6. On October 12, 2023, VDH issued an NOAV to the Town of Berryville for exceeding the PMCL for HAA5 based on the calculated LRAA for the period of the third quarter of 2023 at the sample location at DS009 and DS024.

7. On January 19, 2024, VDH issued an NOAV to the Town of Berryville for exceeding the PMCL for HAA5 based on the calculated LRAA for the period of the fourth quarter of 2023 at the sample location at DS009 and DS024.
8. On March 28, 2024, VDH issued an NOAV to the Town of Berryville for exceeding the PMCL for HAA5 based on the calculated LRAA for the period of the first quarter of 2024 at the sample location at DS009 and DS024.
9. In a Warning Letter dated May 7, 2024, ODW notified the Town of Berryville that the Town of Berryville waterworks had been identified as a “Serious Violator.” The letter noted the corrective actions that the Town of Berryville had taken to date to attempt to resolve the HAA5 PMCL exceedances. The letter discussed the enforcement priority for the above-mentioned violations, and that if the violations were not resolved during that calendar quarter, VDH may take formal enforcement action.
10. On June 21, 2024, VDH issued an NOAV to the Town of Berryville for exceeding the PMCL for HAA5 based on the calculated LRAA for the period of the second quarter of 2024 at the sample location at DS009 and DS024.
11. On September 13, 2024, VDH issued an NOAV to the Town of Berryville for exceeding the PMCL for HAA5 based on the calculated LRAA for the period of the third quarter of 2024 at the sample location at DS009 and DS024.
12. On October 2, 2024, VDH sent a letter of correction to the Town of Berryville, noting that the above-listed NOAVs cited a regulation that had been repealed and replaced in pertinent part with 12VAC5-590-384.B.1.a. The substantive requirements of the repealed regulation and the current regulation do not materially differ.
13. The Regulations, at 12VAC5-590-384.B.1.a (Residual disinfectant, DBPs, and DBPPs compliance.), state in part, “The owner of a waterworks required to monitor quarterly shall calculate the LRAAs for...HAA5 using monitoring results collected under 12VAC5-590-374 F and determine that each LRAA does not exceed the PMCL in order to comply with the PMCLs listed in Table 340.6.”
14. The Regulations, at 12VAC5-590-340 (Compliance standards.), Table 340.6 (Disinfection Byproducts), state that the PMCL for HAA5 is 0.060 mg/L, which is equivalent to 60 ppb.
15. Since 2020, the Town of Berryville has attempted to address high HAA5 levels through: (1) regularly scheduled distribution system flushing; (2) installation of three new automatic distribution flushing devices, bringing the total number of such devices to five; (3) replacement of the mixer at the northwest elevated tank in 2022; (4) professional cleaning and inspection of the northwest and southeast elevated tanks in 2022; (5) reduction of chlorine feed rates while maintaining the required minimum distribution system chlorine residual levels; (6) review of water storage level strategies; (7) modification of water treatment processes, including use of a

new coagulant with the purpose of reducing DBPs – though the Town of Berryville later stopped using the new coagulant when it did not improve HAA5 levels; and (8) cleaning filter settling tubes in August 2024.

16. Pursuant to Va. Code § 32.1-26, the Board may issue orders requiring compliance with any law or regulation administered by the Board.
17. Based on a review of ODW records, the Board concludes that the Town of Berryville has violated 12VAC5-590-384.B.1.a and Table 340.6 at 12VAC5-590-340 of the Regulations, as described in paragraphs B.4 through B.14, above.

Section C. Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 32.1-26 and 32.1-27, the Board orders the Town of Berryville, and the Town of Berryville agrees, to:

1. Perform the actions described in Appendix A of this Order.
2. Pay a civil charge of **\$2,734.00** within 30 days of the effective date of this Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and shall be delivered to:

Virginia Department of Health
Office of Drinking Water
109 Governor Street, 6th Floor
Richmond, Virginia 23219

The Town of Berryville shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Water Supply Assistance Grant Fund. If VDH must refer collection of monies due under this Order to the Department of Law, the Town of Berryville shall be liable for attorneys' fees of 30% of the amount outstanding.

Section D. Administrative Provisions

1. This Order addresses and resolves only those violations specifically identified in Section B of this Order. This Order shall not preclude VDH from taking any action authorized by law, including but not limited to taking any action authorized by law regarding additional, subsequent, or subsequently discovered violations or taking subsequent action to enforce this Order.

Consent Order
Town of Berryville
Page 5 of 12

2. This Order does not suspend, minimize, or otherwise alter the Town of Berryville's obligation to comply with federal, state, and local laws and regulations. The Board waives no lawful means of enforcing the laws it administers, the regulations it has adopted, or this Order.
3. The Town of Berryville agrees that it has received fair and due process under the Administrative Process Act (Va. Code § 2.2-4000, *et seq.*) and waives its right to further hearings or challenges, whether civil or administrative, regarding the terms, conditions, or issuance of this Order and specifically waives its rights to a hearing under Va. Code §§ 2.2-4019 or 2.2-4020 as a predicate for issuance of this Order. The Town of Berryville consents to the issuance of this Order freely, voluntarily, and after an opportunity to consult counsel of its choice.
4. Any plans, reports, schedules, or specifications submitted by the Town of Berryville and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
5. To the fullest extent allowed by law, this Order is binding on the Town of Berryville, its agents and legal representatives, heirs, devisees, executors, administrators, and successors in interest, jointly and severally as applicable.
6. The Board may modify, rewrite, or amend this Order with the consent of the Town of Berryville. Additionally, the Board may modify, rewrite, or amend this Order on the Board's own motion pursuant to the Administrative Process Act, Va. Code §§ 2.2-4000, *et seq.*, after the Town of Berryville has received notice and an opportunity to be heard. Any request by the Town of Berryville for modification of this Order shall be submitted to VDH in writing to be considered for approval by the Board or its designee.
7. This Order shall not preclude the Board, the Commissioner, or the Department from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce this Order.
8. Failure by the Town of Berryville to comply with any terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or Department as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
9. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
10. The Town of Berryville shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. The Town of Berryville shall demonstrate that such

circumstances were beyond its control and not due to a lack of good faith or diligence on its part. The Town of Berryville shall notify the Department in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of this Order. Such notice shall set forth:

- a. The reasons for the delay or noncompliance;
- b. The projected duration of any such delay or noncompliance;
- c. The measures taken and to be taken by the Town of Berryville to prevent or minimize such delay or noncompliance; and
- d. The timetable by which the Town of Berryville will implement such measures and the date full compliance will be achieved.

Failure by the Town of Berryville to notify the Department verbally within 24 hours and in writing within three business days of learning of any condition above, which the Town of Berryville intends to assert will result in the impossibility of compliance, shall constitute a waiver by the Town of Berryville of any claim to inability to comply with a requirement of this Order.

11. This Order shall become effective on the 15th day after a copy of it is mailed to the Town of Berryville by certified mail. Va. Code § 32.1-26.

12. This Order shall continue in effect until:

- a. The Commissioner or the Commissioner's designee terminates the Order after the Town of Berryville has completed all of the requirements of this Order;
- b. The Commissioner or the Commissioner's designee terminates the Order after finding that the circumstances that led to the Order's issuance no longer exist, and that the Order is no longer needed to enforce the PWSL and Regulations to protect the public health;
- c. The Town of Berryville petitions the Commissioner or the Commissioner's designee to terminate the Order after the Town of Berryville has completed all of the requirements of the Order and the Commissioner or the Commissioner's designee approves the termination of the Order; or
- d. The Commissioner or the Commissioner's designee, or the Board, in their sole discretion, terminates the Order upon 30 days written notice to the Town of Berryville. Termination of the Order pursuant to this authority without the Town of Berryville having satisfied all terms of the Order may result in VDH pursuing further enforcement related to the violations identified in the Order.

13. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve the Town of Berryville from its obligation to comply with any statute, regulation, permit condition, other order, certificate, standard, or requirement otherwise applicable.

14. The undersigned representative of the Town of Berryville certifies that they are a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind the Town of Berryville to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of the Town of Berryville.

15. By its signature below, the Town of Berryville voluntarily agrees to the issuance of this Order.

It is SO ORDERED this day, _____.

STATE BOARD OF HEALTH
Commonwealth of Virginia

Karen Shelton, MD
State Health Commissioner

Owner Signature and Notary

The Town of Berryville voluntarily agrees to the issuance of this Order.

_____	_____
Name	Title
_____	_____
Date	Signature

Notary Public:

Commonwealth of Virginia

City/County of _____

The foregoing document was signed and acknowledged before me this _____ day of _____, 2024, by _____ who is _____ of the Town of Berryville, signing on behalf of the entity.

Notary Public

Registration No.

My commission expires: _____

Notary seal:

Appendix A

Corrective Action Plan and Schedule for Compliance

The Town of Berryville shall:

- a. Within 30 days of the effective date of this Order, submit to CFO a Corrective Action Plan (CAP) and Schedule for Compliance (Schedule) for review and approval. The Town of Berryville is encouraged to consult with CFO in drafting the CAP and Schedule prior to submitting it to CFO for review and approval. The CAP and Schedule shall set forth actions that the Town of Berryville has taken or plans to take, and a schedule within which to take them, to comply consistently with the PWSL and the Regulations.

The Town of Berryville's CAP and Schedule must include the following:

- i. Timeline for submission to CFO of a preliminary engineering report (PER), signed and sealed by a Professional Engineer with expertise in disinfection byproduct control, which evaluates current operational practices and proposes specific steps for improving these practices to reduce the potential for DBP formation, for review and approval by ODW (the Operational Practices PER). The Operational Practices PER should address the following:
 1. Optimized dosing for all treatment chemicals (pre-oxidant, carbon, coagulant, coagulant aid, chlorine) to reduce disinfection byproduct formation.
 2. Frequency and duration of filter backwash and filter-to-waste.
 3. Distribution system storage and targeted flushing protocols to reduce water age.
 4. An evaluation of options for additional treatment that may help to reduce DBP formation at the water treatment plant and/or in the distribution system.
 - ii. Assessment of the age and physical condition of the tube settlers and the filter media, and potential benefits of full or partial replacement of either or both components.
 - iii. Timeline for submission to CFO of a Revised Plant Upgrades PER that revises the Town of Berryville's PER for treatment plant upgrades, dated November 2023. ODW provided comments on the treatment plant upgrades PER in May 2024 and required a significant revision to the preliminary plans, as ODW had determined that membrane filtration without pre-treatment consisting of coagulation, flocculation, and sedimentation would not be acceptable.
- b. Upon ODW's approval of the CAP and Schedule, the Town of Berryville can begin implementing the CAP in accordance with the Schedule. The approved CAP and Schedule shall become a part of, and enforceable under, the terms of this Order. If the Town of Berryville does not present a CAP and Schedule with terms that are acceptable to ODW such that ODW cannot approve it, and the Town of Berryville and ODW are unable to reach agreement on the terms of a

mutually agreeable CAP and Schedule, the Board or Commissioner may terminate this Order subject to Section D.12.d of this Order, which may result in further enforcement action against the Town of Berryville as stated therein.

- c. After initial approval of the CAP and Schedule by ODW, submit any proposed modifications to the CAP and Schedule to CFO for review, discussion and consideration for approval prior to the Town of Berryville taking any action. The Town of Berryville shall submit any proposed modification of the CAP and Schedule to CFO at least 30 days prior to expiration of a deadline that the Town of Berryville seeks to modify.
- d. Within 30 days of the Town of Berryville's submission to CFO of the Operational Practices PER, the Town of Berryville must submit to CFO for review and approval an amended CAP and Schedule that includes actions that the Town of Berryville will take to implement the Operational Practices PER's recommendations. If the Town of Berryville does not present an amended CAP and Schedule with terms that are acceptable to ODW such that ODW cannot approve it, and the Town of Berryville and ODW are unable to reach agreement on the terms of a mutually agreeable amended CAP and Schedule, the Board or Commissioner may terminate this Order subject to Section D.12.d of this Order, which may result in further enforcement action against the Town of Berryville as stated therein.
- e. Within 30 days of the Town of Berryville's submission to CFO of the Revised Plant Upgrades PER, the Town of Berryville must submit to CFO for review and approval an amended CAP and Schedule that includes actions that the Town of Berryville will take to implement the Revised Plant Upgrades PER's recommendations. If the Town of Berryville does not present an amended CAP and Schedule with terms that are acceptable to ODW such that ODW cannot approve it, and the Town of Berryville and ODW are unable to reach agreement on the terms of a mutually agreeable amended CAP and Schedule, the Board or Commissioner may terminate this Order subject to Section D.12.d of this Order, which may result in further enforcement action against the Town of Berryville as stated therein
- f. Continue quarterly monitoring for disinfection byproducts in accordance with the approved Monitoring Plan. Distribute all required public notifications in accordance with specified timeframes.
- g. Submit to CFO quarterly progress reports regarding the CAP and Schedule requirements. The Town of Berryville shall send quarterly submissions to CFO by the 10th day of the month following the end of the reported quarter.
- h. Upon completion of the CAP, submit to CFO a final report verifying that the CAP has been completed in accordance with the terms of this Order.
- i. Mail, email, fax, and/or personal delivery all submittals and reports required by this Order to:

VDH - Office of Drinking Water - Culpeper Field Office

c/o Compliance Specialist
400 S. Main Street, 2nd Floor
Culpeper, Virginia 22701
Office phone number: (540) 829-7340
Email address: ODWFieldOffice6@vdh.virginia.gov
Fax number: (540) 829-7337

(If the Town of Berryville does not send the original documents, it must file the original documents appropriately so if asked to produce the documents they are easy to access.)

Report of the Department of Public Works

November 6, 2024

General Information

All our snow removal equipment was inspected and accepted by VDOT for this year's snow removal operations.

We are now in the process of scheduling our manpower and contractors to get ready for our holiday activities. I have been in touch with a contractor in regards to bucket trucks to assist with installation of the Christmas Tree lights in Rose Hill Park, and we are inspecting our power supply and timer to insure they are operating correctly.

Water

Public Works personnel assisted the Utilities Department with several significant maintenance projects at the water treatment plant.

We had no water breaks or water related issues this past month.

Sewer

Public Works personnel assisted the Utilities Department with several significant maintenance projects at the wastewater treatment plant.

Public Works personnel cleaned sewer pump station wet wells. All of the Town's sewer pump stations were cleaned and inspected and put back in service.

We had no sewer collection system blockages this past month.

**Public Utilities Department Report
12 November 2024**

Item Title: Department Update

Prepared By: Jean Petti

Water Treatment Plant Activity

Haloacetic Acid exceedance continues. The next compliance sampling is scheduled for later this month. All water quality results are available at <https://vadwv.gecsws.com/>

Utilities staff thanks 22 citizens who collected water samples during the month of September for lead and copper analysis. The results indicate 90th percentile lead and copper concentrations of 0.006 mg/L for Lead and 0.063 mg/L for Copper, well below the established Action Levels of 0.015 mg/L and 1.3 mg/L, respectively. These excellent results make Berryville eligible for reduced triennial testing.

The Lead Service Line Inventory was completed and submitted to the Virginia Department of Health on October 16, 2024. Addresses whose lines are lead, galvanized requiring replacement, or unknown will receive notification. The inventory is available for public perusal. A plan to resolve all unknown statuses and replace all lead and galvanized requiring replacement is in development and due by 2027.

The backwash lagoons were cleaned and the liners repaired. Many thanks to the Public Works team for all their assistance.

Wastewater Treatment Plant Activity

The influent tanks at the wastewater plant were cleaned over the course of two days. This tank is the first “stop” for flow entering the plant and the Public Works team was again invaluable in this effort.

Department General Activity

The Chief Plant Operator is on leave and a part-time employee has left Town employ. Remaining staff has been able to meet operational needs and the Town is actively pursuing solutions to this staffing shortage. Congratulations are in order for H. Warren McCormick, who has achieved his Class II Waterworks Operator License.



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: 11/08/2024
TO: Town Council
FROM: Chief W. Neal White
CC:
RE: Police Department Monthly Report – 11/12/2024

Monthly Activity Report

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

Public Safety Committee

The Public Safety Committee did not meet in October 2024.

Staffing

The department continues to seek a candidate to fill the vacant patrol officer position. Recruitment of law enforcement officers continues to be difficult regionally and nationally.

Holiday Toy Drive

The department will again be collecting new and unwrapped toys for a holiday toy drive to brighten the holidays for less fortunate children in Berryville and Clarke County. We will start collecting donations on November 11, 2024 and continue through December 20, 2024.



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W. Neal White – Chief of Police

Police and Security Report

	Year To Date	October	September
Month/Year: October 2024	2024	2024	2024
<u>Complaints Answered</u>			
911 Hang Up:	17	1	3
Alarms:	56	5	5
Animal Complaint:	122	15	20
Assault:	11	0	2
Assist County:	132	9	8
Assist EMS and Fire:	88	6	6
Auto Larceny:	2	1	0
Burglary:	12	0	0
Civil Complaints:	87	12	9
Disturbance:	40	7	3
Domestic Disturbance:	26	4	1
Driving Under the Influence	15	3	2
Drunk In Public:	5	2	1
Fraud:	31	1	3
Larceny:	40	8	6
Harassment/Intimidation:	27	2	4
Homicide:	0	0	0
Identity Theft	7	1	2
Juvenile Related:	23	1	4
Mental Health Crisis:	55	12	4
Narcotics Related:	4	0	2
Noise	24	5	2
Public Service:	44	3	3
Sexual Assault:	2	0	2
Robbery:	2	0	0
Shoplifting:	0	0	0
Suspicious Activity:	142	10	18
Trespassing:	14	2	1
Vandalism:	22	1	1
Welfare Check:	96	15	11
Miscellaneous Complaints:	534	27	40
Total Complaints Answered:	1680	153	163



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W. Neal White – Chief of Police

Police and Security Report (Continued)

	Year To Date	October	September
	2024	2024	2024
<u>Traffic</u>			
Accidents Investigated:	50	9	6
Assist Motorist:	20	7	4
Child Safety Seat Install:	3	0	0
Funeral Escort:	27	0	2
Hit & Run:	7	0	2
Parking Tickets:	15	2	1
Traffic Warnings:	540	75	56
<u>Traffic Summons Issued</u>			
Defective Equipment:	1	1	0
Driving Suspended:	11	2	0
Expired Inspection:	10	0	1
Expired Registration:	11	1	2
Fail to Obey Highway Sign:	108	15	8
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:	16	2	2
No Seat Belt:	0	0	0
Reckless Driving:	8	1	0
Speeding:	95	15	11
Miscellaneous Summons:	22	3	1
Total Traffic Summons Issued:	283	40	24
<u>Found Open at Businesses in Town</u>			
Doors:	11	1	4
Windows:	0	0	0
Garage Doors:	0	0	0



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W. Neal White – Chief of Police

Police and Security Report (Continued)

	Year To Date	October	September
	2024	2024	2024
<u>Criminal Papers Served</u>			
Abduction:	0	0	0
Arson:	0	0	0
Assault and Battery:	5	0	1
Assault and Battery on Police Officer:	3	0	0
Auto Larceny:	0	0	0
Breaking and Entering:	0	0	0
Capias:	8	2	1
Disorderly Conduct:	0	0	0
Driving Under the Influence:	10	1	2
Drunk In Public:	8	1	2
Fail to Obey Police Officer:	0	0	0
Fail to Pay Parking Ticket:	0	0	0
Forgery:	4	0	0
Fraud:	5	0	2
Homicide:	0	0	0
Illegal Drugs/Paraphernalia:	2	0	0
Larceny:	12	3	0
Possess Alcohol Underage:	1	0	1
Protective Order Violations:	1	0	0
Rape:	0	0	0
Resisting Arrest:	0	0	0
Robbery:	0	0	0
Shoplifting:	0	0	0
Trespassing:	4	3	0
Vandalism:	1	0	0
Weapons Violation:	1	0	0
Miscellaneous Criminal Arrests:	21	0	1
Juvenile Detention Order Totals:	0	0	0
Total Criminal Arrests:	90	12	10



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W. Neal White – Chief of Police

Police and Security Report (Continued)

	Year To Date	October	September
	2024	2024	2024
<u>Response to Resistance</u>			
Total Community Interface	2646	290	261
Total Enforcement Contacts	898	121	86
Physical Custody	37	6	6
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
<u>Type of Force Involved</u>			
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
<u>Arrestee Demographics</u>			
White Male	25	5	4
Black Male	8	1	0
Other Male	0	0	0
White Female	14	0	2
Black Female	0	0	0
Other Female	0	0	0

Town Council Agenda Item Report Summary

November 12, 2024

Item Title

Community Development Update

Prepared By

Christy Dunkle

Planning Commission

The Planning Commission held a meeting on October 22, 2024. They set the following public hearing for their November meeting:

Set Public Hearing – Special Use Permit – Home Occupation

Jason T. McCarty, Applicant, is requesting a special use permit per Section 604.3(g) of the Berryville Zoning Ordinance in order to operate a home occupation (tattoo business) at the property located at 8 West Fairfax Street, identified as Tax Map Parcel number 14A2-((3))-8, zoned DR-4 Detached Residential. SUP 05-24

A full staff report is included in this packet.

Their next meeting is scheduled for Tuesday, November 26, 2024 at 7:00 p.m.

Berryville Area Development Authority

The BADA did not hold a meeting in October. Their next meeting is scheduled for Wednesday, November 20, 2024 at 1:00 p.m.

Architectural Review Board

The ARB met on October 9, 2024 and discussed the following item:

Sign Review

Lorien Lemmon (Clarke County Easement Authority) is requesting a Certificate of Appropriateness to install a temporary sign at the property located at 400 East Main Street, identified as Tax Map Parcel number 14A3-((A))-18 zoned C General Commercial.

Their next meeting is scheduled for Wednesday, November 6, 2024 at 12:30 p.m.

Tree Board

The Tree Board has not met on October 9, 2024. They discussed the invasive species walk held at Chet Hobert Park on Sunday, October 20, 2024.

Board of Zoning Appeals

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

SPECIAL USE PERMIT APPLICATION

Please Note: This is an application only. The permit will be issued only if approved by the Berryville Town Council after review and recommendation from the Planning Commission.

To be completed by Applicant:

Date: October 8, 2024

Applicant's Name: Jason T. M^cCarty

Applicant's Address: 8 West FAIRFAX STREET Berryville, VA 22611

Use Applied For: Home Occupation

At the following address: 8 West Fairfax Street Berryville, VA 22611

Special Conditions: Business has parking for clients, Business is separate from family dwelling, Business has private entrance, Business is appointment only

Property Owner's Name: Sharon Painter

Property Owner's Address: 116 West Main Street Berryville, VA 22611

Owner or Agent: The information provided is accurate to the best of my knowledge. I understand that the Town may deny, approve, or conditionally approve the request for which I am applying. I certify that all property corners have been clearly staked and flagged.

Signature: [Signature] Date: 10/8/24

Owner: I have read this completed application, understand its intent, and freely consent to its filing. Furthermore, I grant permission to the Town Planning Department and other government agents to enter the property and make such investigations and tests, as they deem necessary. I acknowledge that in accordance with Article X of the Subdivision Ordinance I am responsible for costs incurred for review of subdivision and/or development plans by the Town's engineer and that any other required tests or studies will be carried out at owner/agent expense

Signature: [Signature] Date: 10/8/2024

TO BE COMPLETED BY ZONING ADMINISTRATOR

Special Use: Home Occupation Zone: DR. 4

Street Address: 8 W FAIRFAXS Tax Map #: 14

Special Use Permit Fee: \$300 Paid: 10.9.24

Site Plan Fee: \$150 Paid: 10.9.24

Signature of Zoning Administrator: [Signature] Date: 10.11.26

October 8, 2024

Christy Dunkle, Community Development Director
Town of Berryville Planning & Zoning
101 Chalmers Court
Berryville, VA 22611

Dear Ms. Dunkle:

I am writing to make application for a Special Use Permit, in order to operate a Home Occupation, as defined in Section 503 of the Berryville Zoning Ordinance.

As introduction, my name is Jason McCarty and I am a life-long resident in the Town of Berryville. I have operated a successful business in Berryville for 30 years (1994-2024). Formally, the business operated at 8 Chalmers Court, renting from Dr. Clark Fortney with my father (1994-2014), and then renting a partial building from the Mayor Jay Arnold located at 119 W Main Street (2014-2024). At either location, I've been able to maintain a staff of 5-6 people and to manage all business-related financial and operating costs.

Within the past several months, I have experienced the loss of three key Artists – one married and moved away from this area; one is retiring; and one recently moved to Southern Virginia to pursue their career in the Richmond area. These losses effect my ability to self-maintain a rented facility on the scale I have been accustomed to.

My intent in applying for the Special Use Permit is to create a private Studio business in my home located at 8 W Fairfax Street, Berryville, VA. My work is custom photo realism and requires focus and attention. I am considered one of the best photo realistic artists on the East Coast. Within the 30 years I've worked, I have won over 200 1st, 2nd or 3rd place trophies in competitions across the East and West Coasts. As well, my business has brought many clients to the area who have patroned other Berryville businesses such as our restaurants and shopping boutiques. Over the course of the past five years I reduced my competitions to just East Coast Events, primarily due to

economical fluctuations and family commitments, as well as my own professional commitments.

The one good thing Covid did for professional artists such as myself was to allow us to work privately, by appointment, and to remain so, once the Covid restrictions were lifted. Custom work only allows one appointment per day. I enjoy not having the distractions of walk in traffic from off the street. The business would operate by scheduled appointments Monday through Friday. I am accustomed to operating under normal office hours, 10 am to 6 pm, and would like to continue these hours of operation. There would be no unexpected late or unscheduled visitors to my property or neighborhood. I am a family-oriented person with a wife and son in high school and sports, so our evenings and weekends are busy with typical household chores and sporting or family-focused events.

The size and layout of my home at 8 W Fairfax Street easily allows for the installment of a private Studio, without disrupting or disturbing the home internally or externally. And, without disturbing our neighborhood. My family is well known to our neighbors and we have received encouraging support from them in pursuing this endeavor. I have three off street parking spaces, one of which would be used for one client at a time.

I am hopeful to demonstrate to the Planning Commission and Town Council plans for creating a successful home-based business.

Sincerely,

Jason McCarty

8 W Main St., Berryville, VA 22611 (540) 664-6969 jbodyart@gmail.com



- Public
- Parcels
- Parcels With Orphans
- Clarke County Boundary
- Major Roads
- Interstate
- US Highway
- State Highway
- Surrounding Counties Open
- Surrounding Counties Non



The data shown on this site are provided for informational and planning purposes only. Clarke County, Georgia, and its staff are not responsible for the use or misrepresentation of the data.



Printed on 10/16/2024 at 03:27 PM

SECTION 503 - SPECIAL USE PERMIT

503.1 PROVISIONS FOR SPECIAL USE PERMITS

- (a) In consideration of an application filed with the Zoning Administrator, the Council may, after a public hearing, authorize the establishment of those uses that are expressly listed as Special Permit uses in a particular zoning district.
- (b) In addition to all applicable conditions and requirements of this Ordinance, the Council may impose any conditions deemed appropriate in the public interest to secure compliance with the provisions of this Ordinance.
- (c) Once a Special Use Permit is granted, the use shall not be enlarged, extended, increased in intensity or relocated unless authorized by the Council.
- (d) Whenever a Special Use Permit is granted by the Council, the authorized activities shall be established within one (1) year of the date of approval, or such Special Use Permit shall expire without notice.
- (e) Should the owner or operator of the use covered by the Special Permit fail to observe all requirements of law with respect to the maintenance and conduct of the use and all permit conditions, the Council may, after due notice to permit holder and a public hearing, revoke the Special Use Permit.

503.2 APPLICATIONS

An application for a Special Use Permit may be submitted by the property owner of record, tenant, or contractor owner.

503.3 APPLICATION REQUIREMENTS

Applications for Special Use Permits shall be accompanied by seven (7) copies of the following items:

- (a) Letter of request, signed by property owner and applicant, outlining complete details of special use desired.
- (b) Site development plan.
- (c) Floor plan, front, side, and rear elevations of proposed new buildings.
- (d) Certified house location plat.
- (e) Information deemed necessary by the Zoning Administrator.
- (f) Applicable filing fee.

503.4 APPLICATION PROCEDURE

- (a) Application submitted to Zoning Administrator, which shall be referred to the Planning Commission for recommendation, and a public hearing shall be scheduled by the Town Council.
- (b) Review by the Planning Commission (public hearing if desired) and recommendation to Town Council.
- (c) Public hearing by Town Council.
- (d) Town Council action (In acting upon the application, the Town Council shall consider the following, among other relevant factors):
 - 1. The health, safety, and welfare of the general public.
 - 2. Physical and visual impact on adjoining and abutting properties.
 - 3. Adequate utilities, drainage, parking, and other necessary facilities to serve the proposed use.

4. Compliance with the adopted master plan.
 5. Environmental compatibility.
 6. Community sentiment.
- (e) Applicant to be notified by Zoning Administrator of Town Council action.

SECTION 504 - SCHEDULE OF FEES, CHARGES, AND EXPENSES

- 504.1** The Town Council shall establish, by resolution, a schedule of fees, charges, and expenses and collection procedures for zoning permits, certificates of use and occupancy, special permits, variances, appeals, amendments, and other matters pertaining to this Ordinance.
- 504.2** The schedule of fees shall be available for inspection in the office of the Zoning Administrator and may be altered or amended by the Governing Body by resolutions. Until all application fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal.

Administration and Finance Report

November 12, 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 10/31/2024

Town of Berryville

11/6/2024 11:12 AM

Page 1/1

	Bank Information	Balance
1	Bank of Clarke Operating Acct#- 1138499	-\$42,760.36
2	Bank of Clarke NOW Acct#- 1138502	\$8,379,709.68
3	Bank of Clarke Payroll Acct#- 1138510	\$40,177.76
4	Bank of Clarke CIP Acct#- 1138405	\$15,712,702.00
5	Bank of Clarke SW Acct#- 1138413	\$483,965.44
6	Bank of Clarke PDAF Acct#- 1138421	\$25,459.52
7	Bank of Clarke DSR Acct#- 1138456	\$112,571.29
9	Bank of Clarke RAU Acct#- 1138472	\$949.88
10	Bank of Clarke VRA Reserve Acct#- 6041647	\$470,000.00
11	Bank of Clarke Proffer Reserve Acct#- 1897098	\$90,331.58
12	Bank of Clarke Performance Bonds Acct#- 1910841	\$11,313.67
13	TRUIST Acct#- 5137523525	\$568,611.53
14	Bank of Clarke PD Contributions Acct#- 5759859	\$6,144.15

Total Cash Balance:	\$25,859,176.14
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Check Listing

Date From: 10/1/2024 Date To: 10/31/2024
Vendor Range: 1-800 FLOWERS - ZUKOWSKI FLEET SERVICES INC

Town of Berryville
10/30/2024 02:23 PM

Page: 1 of 3

Check Number	Bank	Vendor	Date	Amount
9265	1	AUGUSTA ACTUATION LLC	10/02/2024	\$3,170.00
9266	1	BERRYVILLE FARM AND PET SUPPLY LLC	10/02/2024	\$20.53
9267	1	Berryville Main Street	10/02/2024	\$2,000.00
9268	1	CIVICPLUS	10/02/2024	\$1,328.40
9269	1	DAVID KENNEDY	10/02/2024	\$157.21
9270	1	JOHN DAVIDSON	10/02/2024	\$52.66
9271	1	NUCKOLS PROPERTY SOLUTION	10/02/2024	\$6,350.00
9272	1	PENNONI ASSOCIATES INC	10/02/2024	\$25,149.00
9273	1	TAYLOR TECHNOLOGIES, INC.	10/02/2024	\$28.60
9274	1	The Power Connection, Inc.	10/02/2024	\$802.80
9275	1	Tyler Technologies	10/02/2024	\$3,092.28
9276	1	ANDERSON LAWN CARE, INC.	10/09/2024	\$900.00
9277	1	COMBS WASTEWATER MANAGEMENT LLC	10/09/2024	\$75.00
9278	1	Valley Automation	10/09/2024	\$4,927.46
9279	1	AT&T	10/16/2024	\$544.66
9280	1	Barns of Rose Hill	10/16/2024	\$2,500.00
9281	1	Jean Petti	10/16/2024	\$50.00
9282	1	Keith Dalton	10/16/2024	\$50.00
9283	1	MAIN STREET CHAMBER ORCHESTRA INC	10/16/2024	\$2,000.00
9284	1	Michelle M. Jones	10/16/2024	\$1,160.00
9285	1	Minnesota Life Insurance Co.	10/16/2024	\$295.91
9286	1	PRIMO WATER	10/16/2024	\$43.34
9287	1	The Hall Company	10/16/2024	\$2,434.82
9288	1	Total Pest Services, Inc	10/16/2024	\$225.00
9289	1	UTILITY SERVICE CO., INC.	10/16/2024	\$2,249.00
9290	1	Wilson's Asphalt Maint, L.C.	10/16/2024	\$3,256.25
9291	1	Winchester Equipment Co	10/16/2024	\$2,209.80
9292	1	ADVANCED GRAPHICS, LLC	10/23/2024	\$235.88
9293	1	Broy & Son Pump Service, Inc	10/23/2024	\$4,695.00
9294	1	DANA LIBBY	10/23/2024	\$80.00
9295	1	GALLAGHER MARC A TRUSTEE 11318	10/23/2024	\$396.50
9296	1	Gwen Malone	10/23/2024	\$80.00

Check Listing

Date From: 10/1/2024 Date To: 10/31/2024
Vendor Range: 1-800 FLOWERS - ZUKOWSKI FLEET SERVICES INC

Town of Berryville
10/30/2024 02:23 PM

Page: 2 of 3

Check Number	Bank	Vendor	Date	Amount
9297	1	Hall, Monahan, Engle, Mahan & Mitchell	10/23/2024	\$537.50
9298	1	INBODEN ENVIRONMENTAL SVCS	10/23/2024	\$13,554.60
9299	1	INNOVATIVE ACCESS TECHNOLOGIES	10/23/2024	\$126.00
9300	1	L & L CRANE SERVICES	10/23/2024	\$3,286.00
9301	1	MICHAEL EUGENE BELL JR	10/23/2024	\$40.00
9302	1	Michelle K. Marino	10/23/2024	\$80.00
9303	1	Minnesota Life Insurance Co.	10/23/2024	\$297.91
9304	1	Quadient Inc	10/23/2024	\$15.00
9305	1	Select Specialty Products	10/23/2024	\$823.24
9306	1	Shade Equipment Company	10/23/2024	\$5,200.75
9307	1	The Winchester Star	10/23/2024	\$1,054.00
9308	1	Thomas Randall Parker Jr.	10/23/2024	\$80.00
9309	1	THOMSON REUTERS	10/23/2024	\$109.20
9310	1	Treasurer of Frederick County	10/23/2024	\$6,082.98
9311	1	UBEO MIDCO LLC	10/23/2024	\$942.48
9312	1	UNIVERSITY OF VIRGINIA	10/23/2024	\$250.00
9313	1	VALLEY REGIONAL ENTERPRISES, INC.	10/23/2024	\$100.00
9314	1	VUPS	10/23/2024	\$83.95
9315	1	WILLIAM MITCHELL GILPIN	10/23/2024	\$80.00
9316	1	William Steinmetz	10/23/2024	\$150.00
9317	1	Carmeuse Lime, Inc	10/30/2024	\$6,982.00
9318	1	Carroll Construction Co.	10/30/2024	\$510.00
9319	1	Country Roads Tire & Auto Inc	10/30/2024	\$132.00
9320	1	Hach Company	10/30/2024	\$4,018.10
9321	1	Lewin Asphalt, Inc	10/30/2024	\$2,112.80
9322	1	PENNONI ASSOCIATES INC	10/30/2024	\$6,357.50
9323	1	Red Bud Supply	10/30/2024	\$810.56
9324	1	UBEO MIDCO LLC	10/30/2024	\$2,235.18
9325	1	VIRASEC IT Support Services, Inc.	10/30/2024	\$3,684.29
9326	1	Waterloo Electric Service, LLC	10/30/2024	\$70.00
62	Checks Totaling -			\$130,366.14

Checks Voids Total

Check Listing

Date From: 10/1/2024 Date To: 10/31/2024

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

Town of Berryville
10/30/2024 02:23 PM

Page: 3 of 3

Check Number	Bank	Vendor	Date	Amount
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Totals By Fund

	Checks	Voids	Total
100	\$52,940.73		\$52,940.73
501	\$37,482.68		\$37,482.68
502	\$39,942.73		\$39,942.73
Totals:	\$130,366.14		\$130,366.14



Purchasing Card

BERRYVILLE TOWN OF
October 01, 2024 - October 31, 2024

Company Statement

Account Information	Payment Information	Account Summary
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	Statement Date 10/31/24 Payment Due Date 11/25/24 Days in Billing Cycle 31 Credit Limit \$500,000 Cash Limit \$0 Total Payment Due \$93,574.33	Previous Balance \$76,487.94 Payments -\$76,487.94 Credits -\$49.93 Cash \$0.00 Purchases \$93,624.26 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 \$93,574.33

Important Messages
Please do not send payment. Your automatic payment is scheduled to be credited to this account on 11/25/24.

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

7648794 9357433 9357433 4715291201837237

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

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

Account Number:
October 01, 2024 - October 31, 2024

Total Payment Due \$93,574.33
Payment Due Date 11/25/24

Enter payment amount

\$

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:
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<u>Within the U.S.</u> 1.888.449.2273	<u>Outside the U.S.</u> 1.509.353.6656 (collect calls accepted)
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Thank you for your business.

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

BERRYVILLE TOWN OF
October 01, 2024 - October 31, 2024
Page 3 of 6

Cardholder Activity Summary

Account Number	Credits	Cash	Purchases and Other Debits	Total Activity
Credit Limit				
AUMULLER, BRIAN				
1,000	0.00	0.00	188.98	188.98
BOOR, RICK				
15,000	0.00	0.00	2,771.80	2,771.80
BOOTH, KEVIN				
1,000	0.00	0.00	122.97	122.97
DORSEY, DANIEL				
1,500	0.00	0.00	39.18	39.18
DUNKLE, CHRISTY				
1,500	0.00	0.00	28.68	28.68
ELLIOTT, RALPH				
50,000	49.93	0.00	1,292.80	1,242.87
GREEN, CONNOR				
1,500	0.00	0.00	39.68	39.68
GRIFFITH, RICHARD A				
1,500	0.00	0.00	39.63	39.63
JOHNSON, KAREN				
1,000	0.00	0.00	196.86	196.86
LINK, BRIAN				
50,000	0.00	0.00	188.85	188.85
MILBURN, AUSTIN				
1,500	0.00	0.00	273.00	273.00
PETTI, JEAN				
50,000	0.00	0.00	31,500.07	31,500.07
POULIN, CYNTHIA				
50,000	0.00	0.00	8,909.41	8,909.41
SHARP, BRIAN				
1,500	0.00	0.00	624.09	624.09
SHEETZ, CULLEN				
1,500	0.00	0.00	792.81	792.81
SHOREMOUNT, JOSEPH E				
1,500	0.00	0.00	18.60	18.60
STOVER, KEITH				
50,000	0.00	0.00	5,194.50	5,194.50
TYLER, LAURA A				
50,000	0.00	0.00	38,726.46	38,726.46
WHITE, NEAL				
15,000	0.00	0.00	2,675.89	2,675.89

Transactions

Posting Transaction					
Date	Date	Description	Reference Number	MCC	Charge
					Credit
		BERRYVILLE TOWN OF			Total Activity
		Account Number: [REDACTED]			-\$76,487.94
10/25	10/25	AUTO PAYMENT DEDUCTION		0071	76,487.94

BERRYVILLE TOWN OF
October 01, 2024 - October 31, 2024
Page 4 of 6

Transactions						
Posting Transaction	Date	Date	Description	Reference Number	MCC	Charge
AUMULLER, BRIAN						Total Activity
Account Number: [REDACTED]						188.98
10/14	10/13		STOKES GENERAL STORE CO IFRONT ROYAL VA	24755424287262870209508	5611	188.98
BOOR, RICK						Total Activity
Account Number: [REDACTED]						2,771.80
10/11	10/09		BERRYVILLE AUTO PARTS BERRYVILLE VA	24431054284050096161839	5533	25.98
10/23	10/22		GRIFFITH/SMO 877-737-6992 NY	24137464296300690466512	4900	2,575.27
10/24	10/23		MARIO'S PIZZA BERRYVILLE VA	24333224297128523298458	5812	170.55
BOOTH, KEVIN						Total Activity
Account Number: [REDACTED]						122.97
10/17	10/16		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974291121638031244	5251	32.03
10/23	10/22		BERRYVILLE TRUE VALUE BERRYVILLE VA	2480197429712776006850	5251	11.65
10/25	10/23		VIRGINIA TRACTOR - WINCHEWINCHESTER VA	24269794298500701632386	5599	69.53
10/31	10/30		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974305136059064783	5251	9.76
DORSEY, DANIEL						Total Activity
Account Number: [REDACTED]						39.18
10/10	10/09		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974284114473005133	5251	19.59
10/25	10/24		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974299129883118311	5251	19.59
DUNKLE, CHRISTY						Total Activity
Account Number: [REDACTED]						28.68
10/10	10/09		VISTAPRINT 866-207-4955 MA	24036294283742274276007	2741	28.68
ELLIOTT, RALPH						Total Activity
Account Number: [REDACTED]						1,242.87
10/07	10/06		STOKES GENERAL STORE CO IFRONT ROYAL VA	24755424280262803966635	5611	162.99
10/21	10/18		LOWES #02724* Winchester VA	24692164292101561926718	5200	991.98
10/21	10/18		LOWES #02724* Winchester VA	74692164292101561927216	5200	49.93
10/24	10/23		BROY & SON PUMP SERVICE BERRYVILLE VA	24073144297900013400016	1799	130.00
10/31	10/30		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974305136059064502	5251	7.83
GREEN, CONNOR						Total Activity
Account Number: [REDACTED]						39.68
10/07	10/04		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974279109479327041	5251	39.68
GRIFFITH, RICHARD A						Total Activity
Account Number: [REDACTED]						39.63
10/22	10/21		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974296126743963921	5251	16.65
10/29	10/28		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974303133990965840	5251	22.98
JOHNSON, KAREN						Total Activity
Account Number: [REDACTED]						196.86
10/03	10/02		Amazon web services aws.amazon.co/WA	24692164277107565793631	7399	0.71
10/08	10/07		USPS PO 5107560300 BERRYVILLE VA	24137464282001630179811	9402	39.00
10/10	10/09		STAPLS7642530782000002 877-8267755 NJ	24164074283105441319144	5111	7.66
10/14	10/11		STAPLS7642530782000001 877-8267755 NJ	24164074285105441274628	5111	27.99
10/21	10/19		STAPLES 00345561 877-8267755 NJ	24164074294105441223061	5111	45.49
10/21	10/20		STAPLES 00345561 877-8267755 NJ	24164074294105441186805	5111	20.39
10/23	10/22		VIRGINIA STATE POLICE 804-2785305 VA	24755424297122976011406	9399	15.00
10/28	10/26		AMAZON MKTPL*BM85X61A3 Amzn.com/bill/WA	24692164300105704425827	5942	40.62
LINK, BRIAN						Total Activity
Account Number: [REDACTED]						188.85
10/17	10/16		FISHER AUTO PARTS 009 BERRYVILLE VA	24431064291074802057172	5533	53.99
10/23	10/22		FISHER AUTO PARTS 009 BERRYVILLE VA	24431064297078517059393	5533	21.70
10/24	10/23		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974298128828053303	5251	80.10
10/29	10/28		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974303133990965733	5251	33.06
MILBURN, AUSTIN						Total Activity
Account Number: [REDACTED]						273.00
10/14	10/12		STOKES GENERAL STORE CO IFRONT ROYAL VA	24755424286272866990731	5611	169.99
10/17	10/16		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974291121638031525	5251	11.98
10/22	10/21		WAL-MART #1406 WINCHESTER VA	24226384296003208270580	5411	63.12
10/23	10/22		FISHER AUTO PARTS 009 BERRYVILLE VA	24431064297078517059369	5533	11.26
10/24	10/23		BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974298128828052933	5251	16.65
PETTI, JEAN						Total Activity
Account Number: [REDACTED]						31,500.07
10/02	10/01		Indeed Jobs 800-4625842 TX	24793384275000807007098	7311	76.61
10/02	10/01		USABlueBook Atlanta GA	24793384275002367209056	5085	52.55
10/02	10/01		AMAZON MKTPL*ZA9H69WG3 Amzn.com/bill/WA	24692164275106536879737	5942	8.99
10/03	10/02		IN *JOINER LABS, LLC 540-3477212 VA	24692164276107447452274	8734	25.00
10/07	10/05		UPS*1Z9T1U2F0320016217 800-811-1648 GA	24692164279109938080264	4215	154.62
10/07	10/05		UPS*29SN9020OMB 800-811-1648 GA	24692164279109938095015	4215	8.50
10/08	10/07		COYNE CHEMICAL 215-785-3000 PA	24435654281027701061212	5169	16,522.34

BERRYVILLE TOWN OF
October 01, 2024 - October 31, 2024
Page 5 of 6

Transactions

Posting Transaction							
Date	Date	Description		Reference Number	MCC	Charge	Credit
10/10	10/09	COYNE CHEMICAL 215-785-3000 PA		24435654283028242058129	5169	2,348.17	
10/10	10/09	IN *ENVIRONMENTAL MARKET1864-6544732 SC		24692164283103633193138	5999	2,650.00	
10/17	10/16	COYNE CHEMICAL 215-785-3000 PA		24435654290030019066427	5169	2,505.50	
10/22	10/21	COYNE CHEMICAL 215-785-3000 PA		24435654295031262068834	5169	3,101.40	
10/23	10/21	GRAINGER 800-4724643 IL		24755424296732962119335	5085	132.39	
10/23	10/22	AMAZON MKTPL*Z42Q05B33 Amzn.com/billWA		24692164296102335081547	5942	7.41	
10/28	10/26	AMZN Mktg US*2056J4AJ3 Amzn.com/billWA		24692164301105989685755	5942	14.99	
10/28	10/27	Amazon.com*AK0EE91J3 Amzn.com/billWA		24692164301106569752551	5942	117.08	
10/29	10/28	THREAD LOGIC 800-3471612 MN		24275394302900019699504	5137	732.24	
10/29	10/28	COYNE CHEMICAL 215-785-3000 PA		24435654302033068084503	5169	1,580.70	
10/29	10/28	COYNE CHEMICAL 215-785-3000 PA		24435654302033068084511	5169	1,255.40	
10/30	10/29	Amazon.com*8C97E4WZ3 Amzn.com/billWA		24692164304108599184208	5942	49.99	
10/30	10/29	Amazon.com*375CY99Y3 Amzn.com/billWA		24692164304108648853035	5942	6.19	
10/30	10/29	VT CPE PAYMENTS 540-2315182 VA		24755424304643041699702	8220	150.00	

POULIN, CYNTHIA

Total Activity

Account Number: 8,909.41

10/01	09/30	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231684274747006150947	4900	4,935.30	
10/07	10/04	COMCAST 800-COMCAST MD	24692164278108688648115	4899	126.07	
10/09	10/08	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941664282049449155945	4900	1,591.31	
10/09	10/08	VIRGINIA STATE POLICE 804-2785305 VA	24755424283122835468199	9399	15.00	
10/11	10/10	FRG*NBASTORE.COM 866-746-7622 FL	24231684285115347792321	5699	166.08	
10/11	10/10	VA DMV ONLINE BILLING PAY804-4977100 VA	24755424285732851205289	9399	550.00	
10/16	10/15	IN *TRUESHRED 888-7508783 VA	24692164290109144775744	7399	62.00	
10/21	10/19	COMCAST 800-COMCAST MD	24692164293102165192979	4899	161.15	
10/23	10/22	TOP OF VA REG CHAMBER WWW.REGIONALCVA	24492164296000019552449	7392	800.00	
10/23	10/23	MSFT * E0100U1Q8P 800-6427676 WA	24204294297001400126077	5045	12.50	
10/23	10/22	MSFT * E0100U1L38 MSBILL.INFO WA	24430994296127458967443	5045	6.00	
10/23	10/22	MSFT * E0100U1KX1 MSBILL.INFO WA	24430994296127464005840	5045	264.00	
10/25	10/24	TOP OF VA REG CHAMBER WWW.REGIONALCVA	24492164298000028131977	7392	220.00	

SHARP, BRIAN

Total Activity

Account Number: 624.09

10/02	10/01	STOKES GENERAL STORE CO IFRONT ROYAL VA	24755424275272752642308	5611	174.99	
10/18	10/17	GIANT MARTINS #6558 BERRYVILLE VA	24692164292100854674621	5411	18.95	
10/25	10/24	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064299079798062922	5533	430.15	

SHEETZ, CULLEN

Total Activity

Account Number: 792.81

10/04	10/03	CFC FARM AND HOME BERRYVILLE VA	24761474277027010447915	5599	35.96	
10/04	10/03	CFC FARM AND HOME BERRYVILLE VA	24761474277027010447790	5599	53.94	
10/07	10/04	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974279109479326894	5251	137.13	
10/11	10/09	PY *BLUE COLLAR MERCANTILWINCHESTER VA	24445004284500568087317	5651	146.19	
10/11	10/10	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974285115519099328	5251	220.21	
10/14	10/11	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974286116594352649	5251	110.10	
10/17	10/16	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974291121638031038	5251	38.70	
10/17	10/16	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974291121638031111	5251	12.61	
10/17	10/16	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974291121638031459	5251	17.97	
10/23	10/22	BIG DADDY AUTOMOTIVE LLC BERRYVILLE VA	24247604296200189029144	7538	20.00	

SHOREMOUNT, JOSEPH E

Total Activity

Account Number: 18.60

10/09	10/08	USPS PO 5107560300 BERRYVILLE VA	24137464283001557423803	9402	18.60	
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STOVER, KEITH

Total Activity

Account Number: 5,194.50

10/02	10/01	LOWES #02724* Winchester VA	24692164275106147573703	5200	333.17	
10/02	10/01	JRE - STEPHENSON STEPHENSON VA	24269794275300715261463	5046	2,771.35	
10/02	10/01	HARBOR FREIGHT TOOLS 595 WINCHESTER VA	24231684276106363343371	5251	127.90	
10/03	10/02	SHADE EQUIPMENT CO-WINCHEWINCHESTER VA	24412904276027013671784	5599	33.90	
10/03	10/02	LOWES #02724* Winchester VA	24692164276107356822467	5200	168.44	
10/03	10/02	COLLIFLOWER INC HQ 410-686-1200 MD	24435654277026569083306	5085	534.66	
10/04	10/03	JNO. S SOLENBERGER AND C WINCHESTER VA	24138294278037587056756	5251	139.95	
10/04	10/03	JNO. S SOLENBERGER AND C WINCHESTER VA	24138294278037587057119	5251	32.58	
10/04	10/03	TRACTOR SUPPLY #2536 WINCHESTER VA	24137464278001595670644	5599	251.98	
10/07	10/03	TRACTOR-SUPPLY-CO #0697 WINCHESTER VA	24137464279001685512325	5599	251.98	
10/09	10/08	ALTMED MEDICAL CTR- FR FRONT ROYAL VA	24493984282034402104126	8011	85.00	
10/17	10/16	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064291074802057164	5533	37.80	
10/17	10/16	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801974291121638031566	5251	18.60	
10/22	10/21	SHADE EQUIPMENT CO-WINCHEWINCHESTER VA	24412904295027013411956	5599	171.80	
10/22	10/21	FISHER AUTO PARTS 009 BERRYVILLE VA	24431064296077884051216	5533	182.37	
10/22	10/21	TRACTOR-SUPPLY-CO #0697 WINCHESTER VA	24137464296001543009257	5599	53.02	

Transactions

Posting Transaction						
Date	Date	Description		Reference Number	MCC	Charge
TYLER, LAURA A						Total Activity
Account Number: [REDACTED]						38,726.46
10/17	10/16	REPUBLIC SERVICES TRASH 866-576-5548 AZ		24941664290052991051637	4900	5,464.90
10/18	10/17	REPUBLIC SERVICES TRASH 866-576-5548 AZ		24941664291053448031460	4900	20,000.00
10/22	10/21	REPUBLIC SERVICES TRASH 866-576-5548 AZ		24941664295055150230533	4900	11,436.87
10/23	10/22	VZWRLSS*MY VZ VB P 800-922-0204 FL		24692164296101824421230	4814	1,060.22
10/23	10/22	VERIZON BILL PAYMENT 800-VERIZON FL		24692164296101836116737	4814	324.89
10/23	10/22	VERIZON BILL PAYMENT 800-VERIZON FL		24692164296101836116745	4814	439.58
WHITE, NEAL						Total Activity
Account Number: [REDACTED]						2,675.89
10/07	10/04	THOMSON WEST*TCD 800-328-4880 MN		24692164278109104289302	8999	123.71
10/07	10/04	THREAD LOGIC 800-3471612 MN		24275394278900017283384	5137	405.40
10/07	10/05	AMAZON MKTPL*KA24835G3 Amzn.com/billWA		24692164279109927084749	5942	233.44
10/08	10/07	THE GLOW STORE VICTORIA BC		74247284281820166767292	5947	720.00
10/09	10/08	AMAZON MKTPL*ZC6DG70F3 Amzn.com/billWA		24692164282102416809432	5942	38.58
10/11	10/10	FBI LEEDA INC 877-7727712 PA		24559304284900016593963	8398	795.00
10/21	10/20	DROPBOX*S7SFVJVRXK65 DROPBOX.COM CA		24692164294100514666361	4816	119.88
10/23	10/22	ADOBE *ADOBE 408-536-6000 CA		24036294296742308946802	5734	239.88

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.

**Budget Summary
As of 9/30/2024**

	Budget	YTD	Variance	%
100 GF				
Revenue	\$ 5,572,011	\$ 798,193	\$ (4,773,818)	14%
Expense	\$ 5,572,011	\$ 1,316,128	\$ (4,255,883)	24%
501 WF				
Revenue	\$ 6,494,000	\$ 420,752	\$ (6,073,248)	6%
Expense	\$ 6,494,000	\$ 526,487	\$ (5,967,513)	8%
502 SF				
Revenue	\$ 2,527,800	\$ 548,134	\$ (1,979,666)	22%
Expense	\$ 2,527,800	\$ 666,583	\$ (1,861,217)	26%
REVENUES				
EXPENSES				
Line item variance explanation (greater than 100% AND \$10,000):				
100-4031100-6010 Police Supplies	\$ 14,000.00	\$ (36,671.79)	\$ 50,671.79	262% Received Grant
100-4041250-6050 Street Maintenance	\$ 135,000.00	\$ 190,500.59	\$ (55,500.59)	141% VDOT Reimbursement

Fund Or Attri	Type	Disp Acct	Budget	YTD	Variance	Prcnt
Fund Or Attrib: 100 General Fund						
Type: Revenues						
100 Ge Revenues		100-3000000-0000 FUND BALANCE FORWARD	\$558,169.00	\$0.00	(\$558,169.00)	0.00%
100 Ge Revenues		100-3110101-0000 CURRENT REAL ESTATE TAXES	\$1,355,575.00	(\$426.40)	(\$1,356,001.40)	-0.03%
100 Ge Revenues		100-3110201-0000 UTILITY REAL ESTATE TAXES	\$11,200.00	\$0.00	(\$11,200.00)	0.00%
100 Ge Revenues		100-3110301-0000 CURRENT PERS PROP TAXES	\$600,000.00	(\$8,069.36)	(\$608,069.36)	-1.34%
100 Ge Revenues		100-3110303-0000 Refuse Collection Fees	\$13,000.00	\$3,940.30	(\$9,059.70)	30.31%
100 Ge Revenues		100-3110401-0000 MACHINERY & TOOLS	\$180,000.00	\$0.00	(\$180,000.00)	0.00%
100 Ge Revenues		100-3110601-0000 TAX PENALTIES	\$8,000.00	\$2,915.36	(\$5,084.64)	36.44%
100 Ge Revenues		100-3110602-0000 TAX INTEREST	\$3,500.00	\$2,132.02	(\$1,367.98)	60.91%
100 Ge Revenues		100-3120101-0000 LOCAL SALES TAX	\$325,000.00	\$94,071.39	(\$230,928.61)	28.95%
100 Ge Revenues		100-3120201-0000 CONSUMER UTILITY TAX	\$110,000.00	\$27,960.07	(\$82,039.93)	25.42%
100 Ge Revenues		100-3120300-0000 BUSINESS LICENSE	\$280,000.00	\$2,365.63	(\$277,634.37)	0.84%
100 Ge Revenues		100-3120402-0000 REC FRANCHISE FEES	\$43,000.00	\$12,212.97	(\$30,787.03)	28.40%
100 Ge Revenues		100-3120501-0000 AUTO LICENSE	\$102,000.00	\$7,204.55	(\$94,795.45)	7.06%
100 Ge Revenues		100-3120601-0000 BANK FRANCHISE TAXES	\$175,000.00	\$0.00	(\$175,000.00)	0.00%
100 Ge Revenues		100-3120801-0000 CIGARETTE TAX	\$13,000.00	\$3,000.00	(\$10,000.00)	23.08%
100 Ge Revenues		100-3121001-0000 LODGING TAX	\$10,000.00	\$3,020.59	(\$6,979.41)	30.21%
100 Ge Revenues		100-3121101-0000 MEALS TAX	\$430,000.00	\$112,017.93	(\$317,982.07)	26.05%
100 Ge Revenues		100-3130304-0000 Land Use Application Fees	\$1,000.00	\$0.00	(\$1,000.00)	0.00%
100 Ge Revenues		100-3130307-0000 ZONING & SUBDIVISION FEES	\$10,000.00	\$4,250.00	(\$5,750.00)	42.50%
100 Ge Revenues		100-3140101-0000 COURT FINES	\$12,000.00	\$5,202.25	(\$6,797.75)	43.35%
100 Ge Revenues		100-3140102-0000 PARKING METER FINES	\$2,000.00	\$10.00	(\$1,990.00)	0.50%
100 Ge Revenues		100-3140103-0000 ESUMMONS	\$500.00	\$0.00	(\$500.00)	0.00%
100 Ge Revenues		100-3150101-0000 INTEREST ON DEPOSITS	\$105,000.00	\$43,309.61	(\$61,690.39)	41.25%
100 Ge Revenues		100-3150201-0000 RENTAL OF PROPERTY	\$13,500.00	\$3,432.60	(\$10,067.40)	25.43%
100 Ge Revenues		100-3150205-0000 WATER TANK SITE LEASE	\$92,000.00	\$28,938.84	(\$63,061.16)	31.46%
100 Ge Revenues		100-3150206-0000 CHARGE CARD REBATE	\$14,000.00	\$0.00	(\$14,000.00)	0.00%
100 Ge Revenues		100-3160703-0000 PARKING METERS	\$10,000.00	\$2,609.32	(\$7,390.68)	26.09%
100 Ge Revenues		100-3189905-0000 SALE OF SURPLUS	\$5,000.00	\$0.00	(\$5,000.00)	0.00%
100 Ge Revenues		100-3189999-0000 PPTRA	\$209,917.00	\$209,916.73	(\$0.27)	100.00%
100 Ge Revenues		100-3190204-0000 NORTHWESTERN REIMBURSEABL	\$0.00	\$744.00	\$744.00	0.00%
Southern Software FMS Budget vs Actual						
Date: 10/29/2024 11:44 AM						

Fund Or Attri	Type	Disp Acct	Budget	YTD	Variance	Prcnt
100 Ge Revenues		100-3220107-0000 ROLLING STOCK TAX	\$1,900.00	\$2,130.96	\$230.96	112.16%
100 Ge Revenues		100-3220108-0000 599 LAW ENFORCEMENT GRANT	\$95,000.00	\$29,536.00	(\$65,464.00)	31.09%
100 Ge Revenues		100-3220201-0000 Communication Tax	\$62,000.00	\$14,824.74	(\$47,175.26)	23.91%
100 Ge Revenues		100-3240102-0000 FIRE FUND PROGRAM	\$15,250.00	\$0.00	(\$15,250.00)	0.00%
100 Ge Revenues		100-3240103-0000 LE BLOCK GRANT	\$1,000.00	\$0.00	(\$1,000.00)	0.00%
100 Ge Revenues		100-3240300-0000 VDOT LANE MILE ALLOWANCE	\$635,000.00	\$181,723.92	(\$453,276.08)	28.62%
100 Ge Revenues		100-3240301-0000 VDOT ROAD MAINTENANCE	\$60,000.00	\$0.00	(\$60,000.00)	0.00%
100 Ge Revenues		100-3240302-0000 LITTER CONTROL GRANT	\$4,000.00	\$0.00	(\$4,000.00)	0.00%
100 Ge Revenues		100-3240312-0000 Va Commission for the Arts	\$4,500.00	\$4,500.00	\$0.00	100.00%
100 Ge Revenues		100-3410201-0000 MISCELLANEOUS REVENUES	\$1,000.00	\$4,718.86	\$3,718.86	471.89%
Type: Expenses			\$5,572,011.00	\$798,192.88	(\$4,773,818.12)	14%
100 Ge Expenses		100-4011100-1111 EXPENSE COMPENSATION	\$18,900.00	\$4,725.00	\$14,175.00	25.00%
100 Ge Expenses		100-4011100-2100 MATCHING FICA	\$1,450.00	\$361.53	\$1,088.47	24.93%
100 Ge Expenses		100-4011100-5540 TRAINING	\$400.00	\$0.00	\$400.00	0.00%
100 Ge Expenses		100-4011100-5699 LOCAL CONTRIBUTIONS	\$5,000.00	\$0.00	\$5,000.00	0.00%
100 Ge Expenses		100-4011100-5800 MISCELLANEOUS	\$5,000.00	\$0.00	\$5,000.00	0.00%
100 Ge Expenses		100-4011100-5810 Dues	\$3,000.00	\$3,262.00	(\$262.00)	108.73%
100 Ge Expenses		100-4011100-6017 TOWN CODE SUPPLEMENTS	\$2,000.00	\$1,328.40	\$671.60	66.42%
100 Ge Expenses		100-4011200-1114 SALARIES/WAGES/TNCLK	\$53,100.00	\$10,710.00	\$42,390.00	20.17%
100 Ge Expenses		100-4011200-2100 MATCHING FICA EXPENSE	\$4,350.00	\$819.91	\$3,530.09	18.85%
100 Ge Expenses		100-4011200-5510 MILEAGE	\$250.00	\$0.00	\$250.00	0.00%
100 Ge Expenses		100-4011200-5540 EDUCATION/TRAINING	\$1,000.00	\$28.62	\$971.38	2.86%
100 Ge Expenses		100-4011200-5810 DUES	\$100.00	\$0.00	\$100.00	0.00%
100 Ge Expenses		100-4012110-1112 COMPENSATION	\$240,000.00	\$58,692.42	\$181,307.58	24.46%
100 Ge Expenses		100-4012110-2100 MATCHING FICA EXPENSE	\$18,000.00	\$3,831.30	\$14,168.70	21.29%
100 Ge Expenses		100-4012110-3399 Blight Abatement	\$50,000.00	\$0.00	\$50,000.00	0.00%
100 Ge Expenses		100-4012110-5230 TELECOMMUNICATIONS	\$1,200.00	\$100.00	\$1,100.00	8.33%
100 Ge Expenses		100-4012110-5510 MILEAGE	\$150.00	\$44.80	\$105.20	29.87%
100 Ge Expenses		100-4012110-5540 TRAINING	\$1,000.00	\$0.00	\$1,000.00	0.00%
100 Ge Expenses		100-4012110-5810 DUES	\$750.00	\$377.86	\$372.14	50.38%

Fund Or Attri	Type	Disp Acct	Budget	YTD	Variance	Prcnt
100 Ge	Expenses	100-4012210-3150 PROFESSIONAL SERVICES	\$50,000.00	\$10,890.00	\$39,110.00	21.78%
100 Ge	Expenses	100-4012220-2210 RETIREMENT	\$205,000.00	\$43,670.86	\$161,329.14	21.30%
100 Ge	Expenses	100-4012220-2220 VMLIP - STD	\$670.00	\$148.03	\$521.97	22.09%
100 Ge	Expenses	100-4012220-2230 VMLIP - LTD	\$8,800.00	\$1,867.70	\$6,932.30	21.22%
100 Ge	Expenses	100-4012220-2250 Line of Duty Act	\$8,200.00	\$8,351.00	(\$151.00)	101.84%
100 Ge	Expenses	100-4012220-2300 HEALTH INSURANCE	\$265,000.00	\$61,846.20	\$203,153.80	23.34%
100 Ge	Expenses	100-4012220-2400 LIFE INSURANCE	\$21,000.00	\$4,328.34	\$16,671.66	20.61%
100 Ge	Expenses	100-4012220-2600 UNEMPLOYMENT INSURANCE	\$180.00	\$6.47	\$173.53	3.59%
100 Ge	Expenses	100-4012220-2700 WORKER'S COMPENSATION	\$35,000.00	\$26,600.00	\$8,400.00	76.00%
100 Ge	Expenses	100-4012220-3110 RANDOM DRUG SCREENING	\$750.00	\$0.00	\$750.00	0.00%
100 Ge	Expenses	100-4012220-9001 EMPLOYEE RECOGNITION	\$2,000.00	\$562.86	\$1,437.14	28.14%
100 Ge	Expenses	100-4012240-3120 CONTRACTUAL SERVICES	\$21,000.00	\$0.00	\$21,000.00	0.00%
100 Ge	Expenses	100-4012410-1113 COMPENSATION	\$92,000.00	\$22,447.74	\$69,552.26	24.40%
100 Ge	Expenses	100-4012410-2100 MATCHING FICA EXPENSE	\$9,100.00	\$1,724.16	\$7,375.84	18.95%
100 Ge	Expenses	100-4012410-3130 PROFESSIONAL SER/TAX CONV	\$2,500.00	\$0.00	\$2,500.00	0.00%
100 Ge	Expenses	100-4012410-5306 SURETY BONDS	\$500.00	\$434.00	\$66.00	86.80%
100 Ge	Expenses	100-4012410-5540 TRAINING	\$2,000.00	\$0.00	\$2,000.00	0.00%
100 Ge	Expenses	100-4012410-5810 DUES	\$1,000.00	\$250.00	\$750.00	25.00%
100 Ge	Expenses	100-4012430-1113 COMPENSATION	\$131,000.00	\$29,184.59	\$101,815.41	22.28%
100 Ge	Expenses	100-4012430-2100 MATCHING FICA EXPENSE	\$10,000.00	\$2,079.48	\$7,920.52	20.79%
100 Ge	Expenses	100-4012430-5540 TRAINING	\$3,400.00	\$0.00	\$3,400.00	0.00%
100 Ge	Expenses	100-4012530-3320 MAINTENANCE CONTRACTS	\$69,000.00	\$23,555.79	\$45,444.21	34.14%
100 Ge	Expenses	100-4012530-3400 WEB SITE	\$1,000.00	\$2.12	\$997.88	0.21%
100 Ge	Expenses	100-4012530-3450 DIGITIZING	\$7,000.00	\$0.00	\$7,000.00	0.00%
100 Ge	Expenses	100-4012530-3501 NEWSLETTER	\$1,000.00	\$0.00	\$1,000.00	0.00%
100 Ge	Expenses	100-4012530-3600 ADVERTISING	\$8,000.00	\$4,879.66	\$3,120.34	61.00%
100 Ge	Expenses	100-4012530-5210 POSTAGE	\$17,000.00	\$2,481.19	\$14,518.81	14.60%
100 Ge	Expenses	100-4012530-5230 TELECOMMUNICATIONS	\$4,500.00	\$2,772.08	\$1,727.92	61.60%
100 Ge	Expenses	100-4012530-5250 SOCIAL MEDIA ARCHIVING	\$3,300.00	\$0.00	\$3,300.00	0.00%
100 Ge	Expenses	100-4012530-5415 COPIER LEASE	\$5,300.00	\$846.72	\$4,453.28	15.98%
100 Ge	Expenses	100-4012530-5540 TRAINING	\$2,500.00	\$0.00	\$2,500.00	0.00%

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Fund Or Attri	Type	Disp Acct	Budget	YTD	Variance	Prcnt
100 Ge	Expenses	100-4012530-5699 CONTRIBUTION/CC SOCIAL MEDI	\$5,000.00	\$0.00	\$5,000.00	0.00%
100 Ge	Expenses	100-4012530-5810 DUES	\$500.00	\$0.00	\$500.00	0.00%
100 Ge	Expenses	100-4012530-6001 OFFICE SUPPLIES	\$17,000.00	\$1,888.50	\$15,111.50	11.11%
100 Ge	Expenses	100-4012550-5304 BLANKET EXCESS LIABILITY	\$16,000.00	\$14,093.00	\$1,907.00	88.08%
100 Ge	Expenses	100-4012550-5305 AUTOMOBILE INSURANCE	\$15,500.00	\$16,088.00	(\$588.00)	103.79%
100 Ge	Expenses	100-4012550-5308 SEMI-MULTI PERIL INS	\$43,000.00	\$46,140.00	(\$3,140.00)	107.30%
100 Ge	Expenses	100-4012600-3140 ENGINEERING SERVICES	\$5,000.00	\$0.00	\$5,000.00	0.00%
100 Ge	Expenses	100-4013100-1125 ELECTION OFFICIALS	\$3,500.00	\$0.00	\$3,500.00	0.00%
100 Ge	Expenses	100-4013100-6001 OFFICE SUPPLIES	\$1,500.00	\$0.00	\$1,500.00	0.00%
100 Ge	Expenses	100-4021500-3150 PUBLIC DEFENDER FEES	\$2,000.00	\$0.00	\$2,000.00	0.00%
100 Ge	Expenses	100-4031100-1139 COMPENSATION	\$794,400.00	\$200,124.26	\$594,275.74	25.19%
100 Ge	Expenses	100-4031100-2100 MATCHING FICA EXPENSE	\$60,500.00	\$15,327.71	\$45,172.29	25.34%
100 Ge	Expenses	100-4031100-3110 MEDICAL EXAMINATIONS	\$500.00	\$0.00	\$500.00	0.00%
100 Ge	Expenses	100-4031100-3115 PRE EMPLOYMENT DRUG SCREEN	\$2,000.00	\$0.00	\$2,000.00	0.00%
100 Ge	Expenses	100-4031100-3190 INTERPRETER	\$400.00	\$77.05	\$322.95	19.26%
100 Ge	Expenses	100-4031100-3310 REPAIR & MAINTENANCE	\$16,000.00	\$7,700.12	\$8,299.88	48.13%
100 Ge	Expenses	100-4031100-3320 MAINTENANCE CONTRACTS	\$34,300.00	\$28,480.91	\$5,819.09	83.03%
100 Ge	Expenses	100-4031100-4081 RICH RAU SAFETY FUND	\$5,000.00	\$0.00	\$5,000.00	0.00%
100 Ge	Expenses	100-4031100-4082 WILDLIFE MANAGEMENT	\$250.00	\$0.00	\$250.00	0.00%
100 Ge	Expenses	100-4031100-5210 POSTAGE	\$500.00	\$17.34	\$482.66	3.47%
100 Ge	Expenses	100-4031100-5230 TELECOMMUNICATIONS	\$5,600.00	\$1,634.01	\$3,965.99	29.18%
100 Ge	Expenses	100-4031100-5415 COPIER LEASE	\$5,300.00	\$730.72	\$4,569.28	13.79%
100 Ge	Expenses	100-4031100-5540 TRAINING	\$16,000.00	\$6,369.00	\$9,631.00	39.81%
100 Ge	Expenses	100-4031100-5545 OFFICE ACCREDITATION	\$500.00	\$0.00	\$500.00	0.00%
100 Ge	Expenses	100-4031100-5810 DUES	\$850.00	\$475.00	\$375.00	55.88%
100 Ge	Expenses	100-4031100-5815 COMMUNITY RELATIONS	\$2,000.00	\$559.52	\$1,440.48	27.98%
100 Ge	Expenses	100-4031100-6001 OFFICE SUPPLIES	\$1,800.00	\$189.14	\$1,610.86	10.51%
100 Ge	Expenses	100-4031100-6008 GASOLINE & OIL	\$20,000.00	\$4,205.09	\$15,794.91	21.03%
100 Ge	Expenses	100-4031100-6010 POLICE SUPPLIES	\$14,000.00	(\$36,671.79)	\$50,671.79	-261.94%
100 Ge	Expenses	100-4031100-6011 UNIFORMS	\$5,000.00	\$1,219.60	\$3,780.40	24.39%
100 Ge	Expenses	100-4031100-6012 RECRUITMENT/ADVERTISING	\$2,000.00	\$0.00	\$2,000.00	0.00%

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100 Ge	Expenses	100-4031300-5699 COUNTY CONT/CROSSING GD	\$2,500.00	\$0.00	\$2,500.00	0.00%
100 Ge	Expenses	100-4031400-5699 CONTRIBUTION/CC CENT ALRM	\$5,000.00	\$0.00	\$5,000.00	0.00%
100 Ge	Expenses	100-4032200-5699 CONTRIBUTION/JHEVFD	\$30,000.00	\$0.00	\$30,000.00	0.00%
100 Ge	Expenses	100-4032200-5707 FIRE FUND PROGRAM	\$22,000.00	(\$23,441.00)	\$45,441.00	-106.55%
100 Ge	Expenses	100-4032200-8411 ENDERS CAPITAL PROJECT RESE	\$80,000.00	\$0.00	\$80,000.00	0.00%
100 Ge	Expenses	100-4041100-1140 Compensation	\$61,500.00	(\$833.36)	\$62,333.36	-1.36%
100 Ge	Expenses	100-4041100-2100 MATCHING FICA EXPENSE	\$4,700.00	\$702.96	\$3,997.04	14.96%
100 Ge	Expenses	100-4041100-3110 MEDICAL EXAMS	\$1,000.00	\$150.00	\$850.00	15.00%
100 Ge	Expenses	100-4041100-3310 VEHICLE REP & MAINTENANCE	\$11,000.00	\$514.77	\$10,485.23	4.68%
100 Ge	Expenses	100-4041100-5120 FUEL OIL/HEAT	\$3,000.00	\$0.00	\$3,000.00	0.00%
100 Ge	Expenses	100-4041100-5230 TELECOMMUNICATIONS	\$8,000.00	\$1,032.40	\$6,967.60	12.91%
100 Ge	Expenses	100-4041100-5415 COPIER LEASE	\$4,200.00	\$600.18	\$3,599.82	14.29%
100 Ge	Expenses	100-4041100-5540 TRAINING	\$4,000.00	\$0.00	\$4,000.00	0.00%
100 Ge	Expenses	100-4041100-6001 OFFICE SUPPLIES	\$500.00	\$0.00	\$500.00	0.00%
100 Ge	Expenses	100-4041200-1183 COMPENSATION	\$205,000.00	\$35,924.92	\$169,075.08	17.52%
100 Ge	Expenses	100-4041200-2100 MATCHING FICA EXPENSE	\$16,000.00	\$3,913.58	\$12,086.42	24.46%
100 Ge	Expenses	100-4041200-3310 EQUIPMENT MAINTENANCE	\$18,000.00	\$583.83	\$17,416.17	3.24%
100 Ge	Expenses	100-4041200-3311 STREET TREES/SIDEWALKS	\$15,000.00	\$0.00	\$15,000.00	0.00%
100 Ge	Expenses	100-4041200-3315 SIDEWALK MAINTENANCE	\$16,000.00	\$0.00	\$16,000.00	0.00%
100 Ge	Expenses	100-4041200-5425 NORFOLK/SOUTHERN R-O-W'S	\$1,200.00	\$0.00	\$1,200.00	0.00%
100 Ge	Expenses	100-4041200-6007 MATERIALS & SUPPLIES	\$8,000.00	\$2,841.47	\$5,158.53	35.52%
100 Ge	Expenses	100-4041200-6008 GASOLINE & OIL	\$24,000.00	\$7,210.41	\$16,789.59	30.04%
100 Ge	Expenses	100-4041200-6011 UNIFORMS	\$6,000.00	\$1,116.69	\$4,883.31	18.61%
100 Ge	Expenses	100-4041250-3140 ENGINEERING	\$50,000.00	\$0.00	\$50,000.00	0.00%
100 Ge	Expenses	100-4041250-3300 VDOT STREET MAINTENANCE	\$0.00	\$137,094.53	(\$137,094.53)	0.00%
100 Ge	Expenses	100-4041250-3310 EQUIPMENT MAINTENANCE	\$20,000.00	\$1,308.18	\$18,691.82	6.54%
100 Ge	Expenses	100-4041250-3311 STORM SEWER MAINTENANCE	\$20,000.00	\$6,350.00	\$13,650.00	31.75%
100 Ge	Expenses	100-4041250-3316 SIGNS	\$10,000.00	\$309.25	\$9,690.75	3.09%
100 Ge	Expenses	100-4041250-5800 CONTINGENCY	\$27,000.00	\$0.00	\$27,000.00	0.00%
100 Ge	Expenses	100-4041250-6007 MATERIALS & SUPPLIES	\$10,000.00	\$0.00	\$10,000.00	0.00%
100 Ge	Expenses	100-4041250-6050 STREET MAINTENANCE	\$135,000.00	\$190,500.59	(\$55,500.59)	141.11%

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100 Ge Expenses		100-4041250-6060 SIDEWALK REPLACEMENT	\$45,000.00	\$0.00	\$45,000.00	0.00%
100 Ge Expenses		100-4041250-6135 MOWING/TREE REMOVAL	\$15,000.00	\$0.00	\$15,000.00	0.00%
100 Ge Expenses		100-4041250-6207 STREET SWEEPING	\$18,000.00	\$0.00	\$18,000.00	0.00%
100 Ge Expenses		100-4041250-6307 SNOW REMOVAL	\$180,000.00	\$27,902.02	\$152,097.98	15.50%
100 Ge Expenses		100-4041250-8801 EQUIPMENT PURCHASE	\$50,000.00	\$38,742.79	\$11,257.21	77.49%
100 Ge Expenses		100-4041250-8803 PW SITE IMPROVEMENTS	\$50,000.00	\$0.00	\$50,000.00	0.00%
100 Ge Expenses		100-4041250-8804 SAFETY EQUIPMENT	\$5,000.00	\$0.00	\$5,000.00	0.00%
100 Ge Expenses		100-4041320-5110 ELECTRICITY	\$90,000.00	\$20,733.79	\$69,266.21	23.04%
100 Ge Expenses		100-4041330-3220 CONTRACTUAL SERVICES	\$20,000.00	\$0.00	\$20,000.00	0.00%
100 Ge Expenses		100-4041330-6007 MATERIALS & SUPPLIES	\$2,000.00	\$0.00	\$2,000.00	0.00%
100 Ge Expenses		100-4041340-6007 MATERIALS & SUPPLIES	\$3,000.00	\$74.42	\$2,925.58	2.48%
100 Ge Expenses		100-4042300-3220 CONTRACTUAL SERVICES	\$250,000.00	\$61,533.44	\$188,466.56	24.61%
100 Ge Expenses		100-4042300-6225 RECYCLING SERVICES	\$120,000.00	\$29,565.57	\$90,434.43	24.64%
100 Ge Expenses		100-4042400-3800 FCO LANDFILL CHARGES	\$30,000.00	\$10,806.48	\$19,193.52	36.02%
100 Ge Expenses		100-4043200-3310 REPAIR & MAINTENANCE	\$50,000.00	\$1,381.06	\$48,618.94	2.76%
100 Ge Expenses		100-4043200-3325 HERMITAGE SWPOND MAINT	\$5,400.00	\$1,200.00	\$4,200.00	22.22%
100 Ge Expenses		100-4043200-6007 MATERIALS & SUPPLIES	\$500.00	\$0.00	\$500.00	0.00%
100 Ge Expenses		100-4043200-6017 CHRISTMAS WREATHS	\$500.00	\$0.00	\$500.00	0.00%
100 Ge Expenses		100-4064200-3150 PROFESSIONAL SERVICES	\$1,000.00	\$0.00	\$1,000.00	0.00%
100 Ge Expenses		100-4064200-3200 CONTRACTUAL SERVICES	\$12,000.00	\$0.00	\$12,000.00	0.00%
100 Ge Expenses		100-4064200-5110 ELECTRICITY	\$22,500.00	\$0.00	\$22,500.00	0.00%
100 Ge Expenses		100-4064200-5120 NATURAL GAS/HEAT	\$3,100.00	\$0.00	\$3,100.00	0.00%
100 Ge Expenses		100-4064200-5130 WATER/SEWER	\$1,000.00	\$0.00	\$1,000.00	0.00%
100 Ge Expenses		100-4064200-5230 TELECOMMUNICATIONS	\$1,500.00	\$0.00	\$1,500.00	0.00%
100 Ge Expenses		100-4064200-5304 LIABILITY INSURANCE	\$1,500.00	\$0.00	\$1,500.00	0.00%
100 Ge Expenses		100-4064200-7113 IN KIND COSTS	\$13,000.00	\$0.00	\$13,000.00	0.00%
100 Ge Expenses		100-4064200-7115 SHARED MAINTENANCE	\$20,000.00	\$961.92	\$19,038.08	4.81%
100 Ge Expenses		100-4064200-8411 CAPITAL ASSET RESERVES	\$10,000.00	\$0.00	\$10,000.00	0.00%
100 Ge Expenses		100-4071310-3160 CONTRACTUAL SER/JN BLUE	\$1,000.00	\$225.00	\$775.00	22.50%
100 Ge Expenses		100-4071310-6017 CHRISTMAS LIGHTS	\$3,500.00	\$0.00	\$3,500.00	0.00%
100 Ge Expenses		100-4071310-6018 ROSE HILL PARK MAINTENANCE	\$10,000.00	\$338.76	\$9,661.24	3.39%

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Fund Or Attri	Type	Disp Acct	Budget	YTD	Variance	Prcnt
100 Ge Expenses		100-4081100-1155 COMPENSATION	\$129,000.00	\$24,556.44	\$104,443.56	19.04%
100 Ge Expenses		100-4081100-2100 MATCHING FICA EXPENSE	\$9,900.00	\$1,921.74	\$7,978.26	19.41%
100 Ge Expenses		100-4081100-3190 PROFESSIONAL SERVICES	\$8,000.00	\$0.00	\$8,000.00	0.00%
100 Ge Expenses		100-4081100-3500 PRINTING	\$250.00	\$17.50	\$232.50	7.00%
100 Ge Expenses		100-4081100-5510 MILEAGE	\$100.00	\$0.00	\$100.00	0.00%
100 Ge Expenses		100-4081100-5540 TRAINING	\$3,000.00	\$252.16	\$2,747.84	8.41%
100 Ge Expenses		100-4081400-1110 EXPENSE COMPENSATION	\$500.00	\$0.00	\$500.00	0.00%
100 Ge Expenses		100-4081400-5540 TRAINING	\$750.00	\$0.00	\$750.00	0.00%
100 Ge Expenses		100-4081500-5411 WAYFINDING SIGNS RESERVE	\$50,000.00	\$10.55	\$49,989.45	0.02%
100 Ge Expenses		100-4081500-5693 ARTS FUNDING MATCH	\$4,500.00	\$4,500.00	\$0.00	100.00%
100 Ge Expenses		100-4081500-5695 TOWN/COUNTY ECONOMIC DEV	\$21,500.00	\$19,500.00	\$2,000.00	90.70%
100 Ge Expenses		100-4081500-5696 ECONOMIC DEVELOPMENT RESER	\$2,500.00	\$0.00	\$2,500.00	0.00%
100 Ge Expenses		100-4081500-5699 DBI/ECO DEV PROF SERVICES	\$2,000.00	\$2,000.00	\$0.00	100.00%
100 Ge Expenses		100-4081600-1111 EXPENSE COMPENSATION	\$5,000.00	\$675.00	\$4,325.00	13.50%
100 Ge Expenses		100-4081600-5540 TRAINING	\$2,000.00	\$0.00	\$2,000.00	0.00%
100 Ge Expenses		100-4081700-1111 EXPENSE COMPENSATION	\$2,500.00	\$168.86	\$2,331.14	6.75%
100 Ge Expenses		100-4081700-5540 TRAINING	\$1,000.00	\$0.00	\$1,000.00	0.00%
100 Ge Expenses		100-4081800-5540 TRAINING	\$500.00	\$1,019.86	(\$519.86)	203.97%
100 Ge Expenses		100-4093000-3000 ARPA GF EXPENSES	\$0.00	\$8,365.00	(\$8,365.00)	0.00%
100 Ge Expenses		100-4094200-8225 COMPUTER REPLACEMENT/UPGR	\$3,500.00	\$0.00	\$3,500.00	0.00%
100 Ge Expenses		100-4094200-8231 PATROL VEHICLE	\$62,000.00	\$0.00	\$62,000.00	0.00%
100 Ge Expenses		100-4094200-8340 MOWER	\$12,000.00	\$0.00	\$12,000.00	0.00%
100 Ge Expenses		100-4094200-8915 HOGAN'S ALLEY IMPROVEMENTS	\$0.00	\$17,600.00	(\$17,600.00)	0.00%
100 Ge Expenses		100-4094200-8918 ROSE HILL PARK MASTERPLAN	\$600,000.00	\$0.00	\$600,000.00	0.00%
100 Ge Expenses		100-4094200-9004 MOSBY BOULEVARD SIDEWALK	\$0.00	\$3,969.43	(\$3,969.43)	0.00%
100 Ge Expenses		100-4094200-9005 FAIRFAX ST SIDEWALK RESERVE	\$50,000.00	\$0.00	\$50,000.00	0.00%
100 Ge Expenses		100-4094300-5800 CONTINGENCY	\$137,561.00	\$0.00	\$137,561.00	0.00%
100 Ge Expenses		100-4095000-9110 RDA PRINCIPAL	\$48,400.00	\$11,895.95	\$36,504.05	24.58%
100 Ge Expenses		100-4095000-9120 RDA INTEREST	\$73,200.00	\$18,473.05	\$54,726.95	25.24%
			\$5,572,011.00	\$1,316,128.20	\$4,255,882.80	24%
			\$11,144,022.00	\$2,114,321.08	\$9,029,700.92	19%

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Fund Or Attrl	Type	Disp Acct	Budget	YTD	Variance	Prcnt
Fund Or Attrib: 501 Water Fund						
Type: Revenues						
501 Wa Revenues		501-3160111-0000 DELINQUENT ACCT PENALTIES	\$40,000.00	\$20,198.87	(\$19,801.13)	50.50%
501 Wa Revenues		501-3150102-0000 INTEREST ON INVESTMENTS	\$130,000.00	\$40,367.26	(\$89,632.74)	31.05%
501 Wa Revenues		501-3160110-0000 TREATMENT FEES	\$1,324,000.00	\$360,185.73	(\$963,814.27)	27.20%
501 Wa Revenues		501-3160116-0000 LOAN PROCEEDS	\$5,000,000.00	\$0.00	(\$5,000,000.00)	0.00%
			\$6,494,000.00	\$420,751.86	(\$6,073,248.14)	6%
Type: Expenses						
501 Wa Expenses		501-4012220-2600 UNEMPLOYMENT INSURANCE	\$75.00	\$6.47	\$68.53	8.63%
501 Wa Expenses		501-4012222-3110 MEDICAL EXAMS	\$100.00	\$0.00	\$100.00	0.00%
501 Wa Expenses		501-4012220-2220 VMLIP - STD	\$240.00	\$49.74	\$190.26	20.73%
501 Wa Expenses		501-4012222-2830 CERTIFICATION FEES	\$300.00	\$100.00	\$200.00	33.33%
501 Wa Expenses		501-4012222-5810 DUES	\$400.00	\$450.00	(\$50.00)	112.50%
501 Wa Expenses		501-4012222-6001 OFFICE SUPPLIES	\$400.00	\$26.36	\$373.64	6.59%
501 Wa Expenses		501-4012224-6019 SAFETY EQUIPMENT	\$700.00	\$0.00	\$700.00	0.00%
501 Wa Expenses		501-4012222-6014 TOOLS	\$750.00	\$0.00	\$750.00	0.00%
501 Wa Expenses		501-4012222-6005 JANITORIAL SUPPLIES	\$1,000.00	\$379.83	\$620.17	37.98%
501 Wa Expenses		501-4012224-6030 NEW SERVICE SUPPLIES	\$1,000.00	\$0.00	\$1,000.00	0.00%
501 Wa Expenses		501-4012222-6011 UNIFORMS	\$1,500.00	\$612.91	\$887.09	40.86%
501 Wa Expenses		501-4012220-3170 MISS UTILITY	\$1,750.00	\$205.85	\$1,544.15	11.76%
501 Wa Expenses		501-4012222-5415 COPIER LEASE	\$1,800.00	\$348.54	\$1,451.46	19.36%
501 Wa Expenses		501-4012222-6019 SAFETY EQUIPMENT	\$2,000.00	\$590.89	\$1,409.11	29.54%
501 Wa Expenses		501-4012220-2230 VMLIP - LTD	\$2,200.00	\$438.20	\$1,761.80	19.92%
501 Wa Expenses		501-4012220-5540 TRAINING	\$2,500.00	\$18.53	\$2,481.47	0.74%
501 Wa Expenses		501-4012222-5540 TRAINING	\$3,500.00	\$57.38	\$3,442.62	1.64%
501 Wa Expenses		501-4094200-8225 COMPUTER UPGRADES	\$3,500.00	\$0.00	\$3,500.00	0.00%
501 Wa Expenses		501-4012222-3220 CLEAN RIVER INTAKE	\$4,000.00	\$0.00	\$4,000.00	0.00%
501 Wa Expenses		501-4012222-5120 FUEL/OIL HEAT	\$4,000.00	\$1,080.49	\$2,919.51	27.01%
501 Wa Expenses		501-4012220-6001 OFFICE SUPPLIES	\$4,500.00	\$3,829.12	\$670.88	85.09%
501 Wa Expenses		501-4012220-2100 SOCIAL SECURITY	\$4,600.00	\$1,001.08	\$3,598.92	21.76%
501 Wa Expenses		501-4012222-5230 TELECOMMUNICATIONS	\$4,700.00	\$1,483.18	\$3,216.82	31.56%
501 Wa Expenses		501-4012220-3320 HANDHELD MAINT	\$5,000.00	\$1,650.70	\$3,349.30	33.01%

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501 Wa Expenses		501-4012220-5210 POSTAGE	\$5,500.00	\$1,457.71	\$4,042.29	26.50%
501 Wa Expenses		501-4012222-2840 STATE CONNECTION FEES	\$5,900.00	\$9,024.00	(\$3,124.00)	152.95%
501 Wa Expenses		501-4012220-2400 LIFE INSURANCE	\$6,000.00	\$1,105.65	\$4,894.35	18.43%
501 Wa Expenses		501-4012220-3450 DIGITIZING	\$7,000.00	\$0.00	\$7,000.00	0.00%
501 Wa Expenses		501-4012222-6008 GASOLINE & OIL	\$7,200.00	\$352.22	\$6,847.78	4.89%
501 Wa Expenses		501-4012222-3145 PROFESSIONAL SERVICES	\$10,000.00	\$5,636.20	\$4,363.80	56.36%
501 Wa Expenses		501-4012222-2850 LAB TESTING	\$15,000.00	\$1,801.40	\$13,198.60	12.01%
501 Wa Expenses		501-4012224-2100 MATCHING FICA EXPENSE	\$15,700.00	\$4,093.25	\$11,606.75	26.07%
501 Wa Expenses		501-4012222-6004 LAB SUPPLIES	\$20,000.00	\$965.29	\$19,034.71	4.83%
501 Wa Expenses		501-4094200-8105 PICK UP (1/2)	\$20,000.00	\$19,984.00	\$16.00	99.92%
501 Wa Expenses		501-4094200-8345 PW ONE TON DUMP	\$20,500.00	\$19,371.39	\$1,128.61	94.49%
501 Wa Expenses		501-4012222-2100 MATCHING FICA EXPENSE	\$22,000.00	\$3,381.47	\$18,618.53	15.37%
501 Wa Expenses		501-4012220-2700 WORKER'S COMPENSATION	\$24,000.00	\$17,350.00	\$6,650.00	72.29%
501 Wa Expenses		501-4012222-3210 SLUDGE REMOVAL	\$24,000.00	\$0.00	\$24,000.00	0.00%
501 Wa Expenses		501-4012224-9008 STORAGE TANK MAINTENANCE	\$25,000.00	\$8,466.00	\$16,534.00	33.86%
501 Wa Expenses		501-4012224-6007 MATERIALS & SUPPLIES	\$30,000.00	\$3,843.48	\$26,156.52	12.81%
501 Wa Expenses		501-4094300-5800 CONTINGENCY	\$38,019.45	\$0.00	\$38,019.45	0.00%
501 Wa Expenses		501-4012222-6025 CHEMICALS	\$50,000.00	\$17,152.81	\$32,847.19	34.31%
501 Wa Expenses		501-4012224-3330 LINE REPAIR & MAINTENANCE	\$50,000.00	\$1,264.99	\$48,735.01	2.53%
501 Wa Expenses		501-4012220-1140 COMPENSATION	\$60,000.00	\$13,085.15	\$46,914.85	21.81%
501 Wa Expenses		501-4012220-2210 RETIREMENT	\$60,000.00	\$11,453.72	\$48,546.28	19.09%
501 Wa Expenses		501-4012222-5110 ELECTRICITY	\$70,000.00	\$19,446.21	\$50,553.79	27.78%
501 Wa Expenses		501-4012220-2300 HEALTH INSURANCE	\$93,000.00	\$16,756.20	\$76,243.80	18.02%
501 Wa Expenses		501-4012222-3310 REPAIR & MAINTENANCE	\$125,000.00	\$33,093.43	\$91,906.57	26.47%
501 Wa Expenses		501-4094200-8361 WATER DIST SYSTEM UPGRADE	\$144,665.55	\$15,318.51	\$129,347.04	10.59%
501 Wa Expenses		501-4012224-1183 COMPENSATION	\$205,000.00	\$53,505.30	\$151,494.70	26.10%
501 Wa Expenses		501-4012222-1147 COMPENSATION	\$290,000.00	\$43,978.84	\$246,021.16	15.17%
501 Wa Expenses		501-4094200-8144 WATER TREATMENT PLANT UPG	\$5,000,000.00	\$192,270.31	\$4,807,729.69	3.85%
			\$6,494,000.00	\$526,486.80	\$5,967,513.20	8%
			\$12,988,000.00	\$947,238.66	\$12,040,761.34	7%

Southern Software FMS Budget vs Actual

Date: 10/29/2024 11:45 AM

Fund Or Attril	Type	Disp Acct	Budget	YTD	Variance	Prnt
Fund Or Attrib: 502 Sewer Fund						
Type: Revenues						
502 Se	Revenues	502-3000000-0000 FUND BALANCE FORWARD	\$360,300.00	\$0.00	(\$360,300.00)	0.00%
502 Se	Revenues	502-3150101-0000 Interest Income	\$155,000.00	\$26,567.04	(\$128,432.96)	17.14%
502 Se	Revenues	502-3160110-0000 TREATMENT FEES	\$2,012,000.00	\$521,298.82	(\$1,490,701.18)	25.91%
502 Se	Revenues	502-3410401-0000 VRA LOAN	\$0.00	\$268.15	\$268.15	0.00%
502 Se	Revenues	502-3410404-0000 NUTRIENT CREDIT REBATE	\$500.00	\$0.00	(\$500.00)	0.00%
			\$2,527,800.00	\$548,134.01	(\$1,979,665.99)	22%
Type: Expenses						
502 Se	Expenses	502-4012220-1114 COMPENSATION	\$61,000.00	\$12,766.81	\$48,233.19	20.93%
502 Se	Expenses	502-4012220-2100 SOCIAL SECURITY	\$4,600.00	\$976.68	\$3,623.32	21.23%
502 Se	Expenses	502-4012220-2210 RETIREMENT	\$60,100.00	\$8,383.24	\$51,716.76	13.95%
502 Se	Expenses	502-4012220-2220 VMLIP - STD	\$237.00	\$33.80	\$203.20	14.26%
502 Se	Expenses	502-4012220-2230 VMLIP - LTD	\$2,400.00	\$327.87	\$2,072.13	13.66%
502 Se	Expenses	502-4012220-2300 HEALTH INSURANCE	\$91,500.00	\$10,785.60	\$80,714.40	11.79%
502 Se	Expenses	502-4012220-2400 LIFE INSURANCE	\$6,100.00	\$765.38	\$5,334.62	12.55%
502 Se	Expenses	502-4012220-2600 UNEMPLOYMENT INSURANCE	\$72.00	\$3.24	\$68.76	4.50%
502 Se	Expenses	502-4012220-2700 WORKER'S COMPENSATION	\$17,000.00	\$13,830.00	\$3,170.00	81.35%
502 Se	Expenses	502-4012220-3320 HANDHELD MAINT	\$5,000.00	\$1,650.70	\$3,349.30	33.01%
502 Se	Expenses	502-4012220-3450 DIGITIZING	\$7,000.00	\$0.00	\$7,000.00	0.00%
502 Se	Expenses	502-4012220-5210 POSTAGE	\$7,700.00	\$0.00	\$7,700.00	0.00%
502 Se	Expenses	502-4012220-6001 OFFICE SUPPLIES	\$4,000.00	\$2,480.02	\$1,519.98	62.00%
502 Se	Expenses	502-4012222-1147 COMPENSATION	\$290,000.00	\$39,091.65	\$250,908.35	13.48%
502 Se	Expenses	502-4012222-2100 MATCHING FICA EXPENSE	\$22,000.00	\$2,999.96	\$19,000.04	13.64%
502 Se	Expenses	502-4012222-2830 CERTIFICATION FEES	\$600.00	\$326.00	\$274.00	54.33%
502 Se	Expenses	502-4012222-2850 LAB TESTING	\$40,000.00	\$2,445.12	\$37,554.88	6.11%
502 Se	Expenses	502-4012222-3145 PROFESSIONAL SERVICES	\$108,000.00	\$40,005.95	\$67,994.05	37.04%
502 Se	Expenses	502-4012222-3210 LANDFILL-SOLIDS DISPOSAL	\$90,000.00	\$31,805.52	\$58,194.48	35.34%
502 Se	Expenses	502-4012222-3310 REPAIR & MAINTENANCE	\$374,030.00	\$54,462.00	\$319,568.00	14.56%
502 Se	Expenses	502-4012222-5110 ELECTRICITY	\$155,000.00	\$33,460.80	\$121,539.20	21.59%
502 Se	Expenses	502-4012222-5230 TELECOMMUNICATIONS	\$6,600.00	\$917.97	\$5,682.03	13.91%
502 Se	Expenses	502-4012222-5415 COPIER LEASE	\$5,300.00	\$730.72	\$4,569.28	13.79%

Southern Software FMS Budget vs Actual

Date: 10/29/2024 11:46 AM

Fund Or Attri	Type	Disp Acct	Budget	YTD	Variance	Prnt
502 Se	Expenses	502-4012222-5540 TRAINING	\$3,000.00	\$755.38	\$2,244.62	25.18%
502 Se	Expenses	502-4012222-5690 DISCHARGE PERMIT RENEWAL	\$3,500.00	\$0.00	\$3,500.00	0.00%
502 Se	Expenses	502-4012222-5810 DUES	\$625.00	\$0.00	\$625.00	0.00%
502 Se	Expenses	502-4012222-6001 OFFICE SUPPLIES	\$1,000.00	\$0.00	\$1,000.00	0.00%
502 Se	Expenses	502-4012222-6004 LAB SUPPLIES	\$5,000.00	\$1,740.19	\$3,259.81	34.80%
502 Se	Expenses	502-4012222-6005 JANITORIAL SUPPLIES	\$3,500.00	\$0.00	\$3,500.00	0.00%
502 Se	Expenses	502-4012222-6008 DIESEL FUEL	\$2,000.00	\$3,663.62	(\$1,663.62)	183.18%
502 Se	Expenses	502-4012222-6011 UNIFORMS	\$1,500.00	\$0.00	\$1,500.00	0.00%
502 Se	Expenses	502-4012222-6014 TOOLS	\$1,000.00	\$0.00	\$1,000.00	0.00%
502 Se	Expenses	502-4012222-6019 SAFETY EQUIPMENT	\$2,000.00	\$0.00	\$2,000.00	0.00%
502 Se	Expenses	502-4012222-6025 CHEMICALS	\$170,000.00	\$63,768.32	\$106,231.68	37.51%
502 Se	Expenses	502-4012224-1183 COMPENSATION	\$105,000.00	\$23,517.64	\$81,482.36	22.40%
502 Se	Expenses	502-4012224-2100 MATCHING FICA EXPENSE	\$8,000.00	\$1,799.14	\$6,200.86	22.49%
502 Se	Expenses	502-4012224-3310 EQUIPMENT MAINTENANCE	\$5,000.00	\$0.00	\$5,000.00	0.00%
502 Se	Expenses	502-4012224-3330 REPAIR & MAINTENANCE	\$25,000.00	\$9,076.56	\$15,923.44	36.31%
502 Se	Expenses	502-4012224-6007 MATERIALS & SUPPLIES	\$3,000.00	\$0.00	\$3,000.00	0.00%
502 Se	Expenses	502-4012224-6019 SAFETY EQUIPMENT	\$500.00	\$0.00	\$500.00	0.00%
502 Se	Expenses	502-4094200-8105 PICK UP	\$20,000.00	\$19,984.00	\$16.00	99.92%
502 Se	Expenses	502-4094200-8134 SEWER SYSTEM UPGRADES	\$100,000.00	\$0.00	\$100,000.00	0.00%
502 Se	Expenses	502-4094200-8225 COMPUTER REPLACEMENT/UPGRA	\$3,500.00	\$0.00	\$3,500.00	0.00%
502 Se	Expenses	502-4094200-8345 PW ONE TON DUMP	\$20,500.00	\$19,371.39	\$1,128.61	94.49%
502 Se	Expenses	502-4094200-9007 WWTP PERMEATE PUMPS	\$40,000.00	\$29,657.27	\$10,342.73	74.14%
502 Se	Expenses	502-4094200-9010 WWTP MEMBRANE GANTRY	\$125,000.00	\$0.00	\$125,000.00	0.00%
502 Se	Expenses	502-4094300-5800 CONTINGENCY	\$50,936.00	\$0.00	\$50,936.00	0.00%
502 Se	Expenses	502-4095000-9118 VRA PRINCIPAL	\$470,000.00	\$235,000.00	\$235,000.00	50.00%
			\$2,527,800.00	\$666,582.54	\$1,861,217.46	26%
			\$5,055,600.00	\$1,214,716.55	\$3,840,883.45	24%

November 12, 2024
Monthly Update

American Rescue Plan Act of 2021

Funds expended over the past month

The October 2024 expenditure report is attached.

Attachments

- October 2024 ARPA Expenditure Report
- ARPA Master List
- Project Status Reports

Oct-24

Signage

Estimated cost of these actions						
- Signage	\$ 140,000.00	\$ -	\$ 42,615.00	\$ 96,720.00	30%	\$ 140,000.00
- Total			\$ 42,615.00			\$ 140,000.00
Fund balance from first payment						\$ 31,135.34
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	\$ 4,632.50	\$ 1,435,229.91	\$ -	85.00%	\$ 3,485,953.17
Total			\$ 1,551,645.75	\$ 508,625.13		\$ 3,485,953.17
Fund balance from first payment			\$ 2,986,875.66			\$ -
Fund balance from second payment						\$ 508,625.13

Pay for administrative costs

Estimated 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)	\$ -	1st Tranche	\$ 2,267,493.00
Core & Main	\$ -	Used to date	\$ 2,220,765.06
VA RIGGERS	\$ -	Balance	\$ 46,727.94
Pete McLean	\$ -	2nd Tranche	\$ 2,267,493.00
Norfolk Southern	\$ -	Used to date	\$ 1,693,283.21
Marsh & Legge Casey Tree	\$ -	Balance	\$ 574,209.79
Pennoni (Water Projects Bel Voi & Battletown)	\$ 4,632.50		
Webster Nursery (Concrete walls)	\$ -		
Total	\$ 4,632.50		

ARPA MASTER LIST

10.31.2024

	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	Premium 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 Repi	\$ -	\$ 11,612.50	\$ -	100% infra
26	Wayfinding Signs	\$ 140,000.00	\$ 43,280.00	\$ 96,720.00	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	\$ 34,660.37	\$ 508,625.13	0%
	Administrative /Legal Fees	\$ 60,000.00	\$ 45,055.39	\$ 15,592.60	75% Admin
	Total Encumbered	\$ 4,534,986.00	\$ 3,914,048.27	\$ 620,937.73	
	Total ARPA	\$ 4,534,986.00			
*	Project For (2) two years				

Project Status Report

Date: 11/12/2024

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: 11/12/2024

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: \$43,280.00
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: 11/12/2024

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: \$34,660.37
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:

Budget Committee Report
November 12, 2024

Item Title:

Report of the Budget Policy Committee

Prepared By:

Jean Petti, Deputy Town Manager

Current Findings:

The budget calendar for approval of the FY26 budget is provided in the packet

BUDGET CALENDAR

FY25-FY26

ACTIVITY	RESPONSIBILITY	DATE
Solicit Department CIP Requests	Department Heds	November 18,2024
Council Budget Priorities Due	Town Council	December 2,2024
Department CIP Requests Due	Town Treasurer	December 18,2024
Solicit Dep Budget Requests	Town Treasurer	January 10, 2025
Departmental Budget Requests Due	Department Heads	February 3, 2025
Prepare Initial Revenue Estimates for Upcoming FY	Town Treasurer	January 10, 2025 February 3, 2025
Prepare Non-departmental Budget Requests	Town Treasurer	January 10, 2025 February 3, 2025
Review Department & CIP Budget Requests	Town Manager Town Treasurer	February 7, 2025 February 14, 2025
Review/Revise Budget Estimates with Dept Heads	Town Manager	February 7, 2025 February 14, 2025
Draft Budget submitted to Budget Committee for Review	Town Treasurer	February 20, 2025
Budget Committee Work Session	B & F Committee Town Staff	February 25,2025 A/B Meeting Room 3:00 p.m.
TC Packet submitted for work session	Town treasurer	February 26, 2025
Council Budget Work session	Town Council Town Staff	March 3, 2025 Main Mtg Room 3:00 p.m.
PH Ad to Newspaper	Town Treasurer	March 18, 2025
Tax & Water and Sewer Fee Schedule PH Notice Published	Town Staff	March 25, 2025
Public Hearing Tax Rates & Water and Sewer Fee Schedule	Town Council	April 8, 2025
Council Meeting Set 2025 Tax Rates & Water and Fee Schedule	Town Council	April 8, 2025
Proof Budget	Town Treasurer	April 9, 2025 April 25, 2025
PH Ad to Newspaper	Town Treasurer	April 22, 2025
Budget PH Notice Published	Town Staff	April 29 & May 6, 2025
Public Hearing FY 2025-2026 Budget	Town Council	May 13, 2025
Adopt Budget & Appropriate Funds	Town Council	June 10, 2025
Print & Distribute Approved Budget	Town Treasurer	June 11, 2025 June 30, 2025

Personnel, Appointments, and Policy Committee Report November 12, 2024

Item Title:

Report of the Personnel, Appointments, and Policy Committee

Prepared By:

Jean Petti, Deputy Town Manager

Current Findings:

The Personnel, Appointments, and Policy Committee of the Council of the Town of Berryville met at 6pm on 12 November 2024 for discussion, consideration, and/or interviews of prospective candidates for appointment.

Recommendation may be made at the Town Council meeting scheduled 12 November 2024 at 6:30pm